



AGENDA

Regular Council Meeting

Tuesday, January 24, 2023

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 territory of Algonquin peoples including the Beaverhouse First Nation, and unceded territory of other indigenous peoples.

We recognize the presence of the Algonquin, Anishanabai, Ojibwe, Cree and Métis people in our community since time immemorial and honour their stewardship and care of these lands.

We hereby affirm our continued commitment and responsibility to reconciliation.

1. CALL TO ORDER AND MOMENT OF SILENCE

2. APPROVAL OF THE AGENDA

RECOMMENDATION:

THAT the Agenda for the Regular Meeting of Council held on Tuesday, January 24, 2022 be approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

- 4.1. Status Update on CHAR CleanTech Renewable Gas Production Facility Project
CHAR Technologies Inc., Galen Cranston, Manager of Community and Government Relations

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

RECOMMENDATION:

THAT Council approve the minutes of the following meeting:

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

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. 2023 Water and Wastewater Rates

Lloyd Crocker, Treasurer

[2023-FIN-001](#)

RECOMMENDATION:

THAT Report Number 2023-FIN-001 entitled “**2023 Water and Wastewater Rates**” be received;

AND THAT Council hereby approve an increase to Water Rates of 1.7% and Wastewater Rates of 3.5% for 2023;

AND FINALLY THAT a by-law establishing the 2023 Water and Wastewater Rates for the Town of Kirkland Lake be brought forward for three readings on January 24, 2023.

6.2. Award of Contract - Request for Proposal (RFP-590-22) Land Use Planning Consultancy Services

Wilfred Hass, Director of Economic Development

[2023-DEV-001](#)

RECOMMENDATION:

THAT Report Number 2022-DEV-001 entitled “**Award of Contract - Request for Proposal Land Use Planning Consultancy Services (RFP-590-22)**” be received;

AND THAT Council hereby award a contract to J.L. Richards & Associates Limited as per the Terms set out in RFP-590-22 Land Use Planning Consultancy Services;

AND THAT the Mayor and Municipal Clerk be authorized to execute an Agreement for Land Use Planning Consultancy Services between The Corporation of the Town of Kirkland Lake and J.L. Richards & Associates Limited, at the satisfaction of the Chief Administration Officer and Director of Economic Development;

AND FINALLY THAT an Execution By-Law authorizing the execution of a Contract Agreement and any related sub-contracts and subsequent amendments proposed in favour of the municipality without detrimental financial impacts, be brought forward for three readings on January 24, 2023.

6.3. 2022 Post Municipal & School Board Elections Debrief

Jennifer Montreuil, Municipal Clerk

[2023-CLK-001](#)

RECOMMENDATION:

THAT Report Number 2023-CLK-001 entitled “**2022 Post Municipal & School Board Elections Debrief**” be received for information;

AND THAT any unutilized portion of funds that were transferred from the Election Reserve to the election section of 2022 Administrative Operating Budget be recommitted to the Town's Election Reserve Fund for the 2026 Municipal and School Board Elections;

AND THAT a Compliance Audit Reserve Fund be established to set aside money for that specified purpose;

AND THAT the Municipal Clerk bring forward a Report in Quarter 1 of 2023 presenting a proposed election sign by-law that excludes cost-prohibitive size limitations, clearer definitions, timing of sign placement parallel with regulations and legislation, including authority to enforce, offences, penalties and orders permissible under the *Provincial Offences Act*;

AND THAT a Public Meeting be scheduled at the Call of the Mayor in Quarter 1 of 2023 to allow the public to provide comments surrounding the said proposed election sign by-law;

AND FINALLY THAT the Municipal Clerk bring forward a Report in Quarter 1 of 2025 including remedial proposals surrounding the challenges outlined in the Report and to provide education and recommendations on the preferred method of vote for the 2026 Municipal and School Board Elections.

6.4. 2022 Post-Election Accessibility Report

Jennifer Montreuil, Municipal Clerk

[2023-CLK-002](#)

RECOMMENDATION:

THAT Report Number 2023-CLK-002 entitled “**2022 Post-Election Accessibility Report**” be received for information.

6.5. Request for Parade Permit – Lion’s International Kirkland Lake District Branch Convention Parade

Jennifer Montreuil, Municipal Clerk

[2023-CLK-003](#)

RECOMMENDATION:

THAT Report Number 2023-CLK-003 entitled “**Request for Parade Permit – Lion’s International Kirkland Lake District Branch Convention Parade**” be received;

AND THAT Council direct that a Parade Permit be issued to the Lion’s Club International District A-5 (Kirkland Lake) for April 29, 2023;

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

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. By-Law #23-001

[23-001 Interim Tax By-Law](#)

RECOMMENDATION:

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 23-001**, being a by-law to provide for Interim Tax Levy and to provide for the payment of taxes and to provide for penalty and interest.

8.2. **By-Law #23-002**

[23-002 2023 Water and Wastewater Rates By-Law](#)

RECOMMENDATION:

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 23-002**, being a by-law to set the Municipal Water and Wastewater rates for 2023 prior to the adoption of a budget.

8.3. **By-Law # 23-003**

[23-003 Execution By-Law - Land Use Planning Consultancy Services](#)

RECOMMENDATION:

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 23-003**, being a by-law authorizing the Mayor and Municipal Clerk to execute a Service Agreement with J.L. Richards and Associates Limited for Land Use Planning Consultancy Services.

8.4. **By-Law # 23-004**

[23-004 By-Law Amending Kirkland Lake Cemetery Fees](#)

RECOMMENDATION:

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 23-004**, being a by-law to amend By-Law 21-111 to establish Fees for the Kirkland Lake Cemetery.

9. **QUESTIONS FROM COUNCIL TO STAFF**

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

11. **COUNCILLOR'S REPORTS**

11.1. Members of Council (Roundtable)

11.2. Mayor Wight - Proclamation: Bell Let's Talk Day - Mental Health Awareness (January 25, 2023)

[Proclamation - Bell Let's Talk Day \(January 25, 2023\)](#)

11.3. Mayor Wight - 2023 ROMA Annual Conference & Delegations Update

11.4. Mayor Wight - Monthly Review: Office of the Mayor

RECOMMENDATION:

THAT the verbal updates from members of Council be received.

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. **By-Law # 23-005**

[23-005 By-Law Confirming Proceedings - January 24, 2023](#)

RECOMMENDATION:

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 23-005, being a by-law to confirm the proceedings of Council at its meeting held on Tuesday, January 24, 2023.

16. ADJOURNMENT

RECOMMENDATION:

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



MINUTES

Regular Council Meeting

Tuesday, December 20, 2022
4:40 PM
Council Chambers/Zoom

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

Present: Mayor Stacy Wight, Councillor Janice Ranger, Councillor Lad Shaba, Councillor Casey Owens, Councillor Dolly Dickens, Councillor Rick Owen, and Councillor Patrick Kiely

Staff: Chief Administrative Officer Alan Smith, Director of Economic Development Wilfred Hass, Director of Community Services Bonnie Sackrider, Director of Corporate Services Shawn LaCarte, Director of Long-Term Care and Senior Services Tanya Schumacher, Treasurer Lloyd Crocker (4:40-5:31 PM), Municipal Clerk Jennifer Montreuil, Executive Assistant and Deputy Clerk Amberly Spilman, Firefighter Paul Czovek (4:40-4:52 PM), and Planning Administrator Jenna McNaughton (4:40-6:22 PM)

1. CALL TO ORDER AND MOMENT OF SILENCE

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

2. APPROVAL OF THE AGENDA

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

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

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

Mayor Wight requested those present to declare any pecuniary interests with matters appearing on the open session agenda.

Councillor Dickens declared a conflict with Item 6.5 as *"I am an employee of Northern College"*.

Councillor Ranger declared a conflict with Item 6.5 as *"I am an employee of Northern College who is seeking Parking Enforcement on Private Property"*.

4. PETITIONS AND DELEGATIONS

None.

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Dolly Dickens

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

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

CARRIED

Moved by: Councillor Janice Ranger
Seconded by: Councillor Lad Shaba

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

- Minutes of the Joint Timiskaming District Council Meeting held Saturday, December 10, 2022.

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. Fire Services: Apparatus Update
Alan Smith, Chief Administrative Officer/Acting Interim Fire Chief

Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT Report Number 2022-CAO-009 entitled “**Fire Services: Apparatus Update**” be received for information;
AND FINALLY THAT the Chief Administrative Officer be directed to identify options for the replacement of the aerial ladder truck for Council’s future consideration.

CARRIED

- 6.2. Town of Kirkland Lake Solar Inc. Update
Shawn LaCarte, Director of Corporate Services

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

BE IT RESOLVED THAT Report Number 2022-CORP-008 entitled “**Town of Kirkland Lake Solar Inc. Update**” be received for information.

CARRIED

6.3. Kirkland Lake Tourism Development Corporation Completed Business Case Study

Wilfred Hass, Director of Economic Development

Moved by: Councillor Dolly Dikens

Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2022-DEV-060 entitled “**Kirkland Lake Tourism Development Corporation Completed Business Case Study**” be received;

AND THAT the Business Case Study for the establishment of a Municipal Services Corporation (i.e., tourism promotion entity), as substantially presented in Attachment 1 of the Report be approved;

AND THAT the Business Case Study be circulated to the Provincial Government as part of the municipality’s submission for the purposes of serving as an eligible tourism entity for the administration of a Municipal Accommodations Tax in the Town of Kirkland Lake;

AND FINALLY THAT Council direct the Chief Administrative Officer to retain an external professional advisory services firm to establish and organize the Municipal Service Corporation for the purposes identified in the Business Case Study.

CARRIED

6.4. Asset Transfers to Corporations Policy

Wilfred Hass, Director of Economic Development

Moved by: Councillor Rick Owen

Seconded by: Councillor Patrick Kiely

BE IT RESOLVED THAT Report Number 2022-DEV-061 entitled “**Asset Transfers to Corporations Policy**” be received;

AND THAT Council approved FIN2022-006 Asset Transfers to Corporations Policy;

AND FINALLY THAT FIN2022-006 Asset Transfers to Corporations Policy be inserted into the Corporate Policy Manual.

CARRIED

Having declared a conflict, Councillor Dikens was placed in the Waiting Room in the electronic meeting platform at 5:10 PM

Having declared a conflict, Councillor Ranger left the Council Chambers at 5:10 PM.

6.5. Parking Enforcement on Private Property

Wilfred Hass, Director of Economic Development

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2022-DEV-062 entitled “Parking Enforcement on Private Property” be received;
AND FINALLY THAT Council decline the application from Northern College for Municipal Parking Enforcement Services on Private Property.

CARRIED

Councillor Dickens was re-admitted to the electronic meeting platform at 5:18 PM. Councillor Ranger returned to Chambers at 5:18 PM.

6.6. 2022 Reserves and Reserve Funds and Year-End Transfers
Lloyd Crocker, Treasurer

Moved by: Councillor Rick Owen
Seconded by: Councillor Pat Kiely

BE IT RESOLVED THAT Report Number 2022-FIN-014 entitled “**2022 Reserves and Reserve Funds and Year-End Transfers**” be received;
AND FINALLY THAT Council direct the Treasurer to complete the following transfers related to the 2022 fiscal year-end:

- Any net revenues from sundry land sales to the Community Improvement Program Reserve;
- Any net revenues from the sale of land located on Archer Drive to the Archer Drive Reserve Fund;
- Any net revenues from the lease of the Day Care building on Queen Street to Daycare Reserve;
- Any winter control surplus (i.e. actual expenses less than budget) to the Winter Control Stabilization Reserve;
- Any operating surplus to the Reserve for Working Capital;
- Any surplus in Waterworks to the Waterworks Reserve Fund;
- Any surplus in Wastewater to the Wastewater Reserve Fund;
- Any unspent portion of tax levy dollars for 2022 capital projects to the Infrastructure Capital Reserve;
- Amount to the Library Programming Reserve and the Library Capital Reserve Fund in accordance with motions provide by the Kirkland Lake Public Library Board;
- Amounts from the Infrastructure Capital Reserve to fund any overspent portion of capital projects (excluding Waterworks and Wastewater capital projects) completed in 2022 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve;
- Amounts from the Waterworks Reserve Fund to fund any overspent portion of Waterworks capital projects completed in 2022 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve Fund; and
- Amounts from the Wastewater Reserve Fund to fund any overspent portion of Wastewater capital projects completed in 2022 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve Fund.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

None.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

Moved by: Councillor Lad Shaba
Seconded by: Councillor Dolly Dickens

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 22-099, being a by-law to establish the remuneration for members of Council for the Town of Kirkland Lake.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

None.

11. COUNCILLOR'S REPORTS

11.1. Members of Council

11.2. Mayor Wight - Proclamation: Alzheimer Awareness Month (January 2023)

11.3. Mayor Wight - ROMA Delegations Requests

11.4. Mayor Wight - Bi-Weekly Review: Office of the Mayor

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Janice Ranger

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

CARRIED

12. ADDITIONAL INFORMATION

None.

Council took recess at 5:31 PM and reconvened at 5:41 PM

13. CLOSED SESSION

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Council adjourn in-camera at 5:41 PM pursuant to Section 239(2) of the *Municipal Act*, 2001, as amended, to discuss:

(b) personal matters about an identifiable individual, including municipal or local board employees; and

(c) proposed or pending acquisitions or dispositions of land by the municipality or local board

for the following reasons:

- Item 13.1 Request to Purchase Part of 65, 69 & 73 Brant Street
- Item 13.2 Request to Purchase 31, 33 and 35 Government Road West
- Item 13.3 Request to Purchase 37, 41, 43 and 45 Government Road West
- Items 13.4 & 13.5 Council & Public Appointments to Committees of Council and Local/Regional Boards

CARRIED

Moved by Councillor Dolly Dickens

Seconded by Councillor Casey Owens

BE IT RESOLVED THAT Council reconvene in open session at 6:39 PM.

CARRIED

14. MATTERS FROM CLOSED SESSION

The Mayor asked if there were any declarations of pecuniary interest from matters being brought forward from the closed meeting.

Mayor Stacy Wight declared a conflict with Item 14.2(a) Supplemental: 2022-2026 Public Appointments to Committees of Council, as "*My husband had applied to sit on committees and though no funds are involved, its best for me not to be involved in this matter.*"

- 14.1 Supplemental: 2022-2026 Council Appointments to Committees of Council, Local & Regional Agencies & Boards
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Casey Owens

Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2022-CLK-026 entitled "**Supplemental: 2022-2026 Council Appointments to Committees of Council, Local & Regional Agencies & Boards**" be received;

AND THAT Council appoint the following Members of Council as elected representatives on the following Local Board for the duration of this Term of Council:

LOCAL/ REGIONAL BOARDS	APPOINTED MEMBER OF COUNCIL
Temiskaming Provincial Offences Act Advisory Committee	<ul style="list-style-type: none">• Councillor Janice Ranger• Councillor Patrick Kiely

AND FINALLY THAT the Municipal Clerk notify the City of Temiskaming Shores of the above-noted representation together with the respective members' contact information.

CARRIED

Councillor Ranger took the Chair at 6:41PM; having declared a Conflict, Mayor Wight refrained from the discussion or debate on item 14.2(a).

14.2(a) Supplemental: 2022-2026 Public Appointments to Committees of Council (Part 1 of 2)
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dikens

BE IT RESOLVED THAT Report Number 2022-CLK-027 entitled "**Supplemental: 2022-2026 Public Appointments to Committees of Council**" (Part 1 of 2) be received;

AND FINALLY THAT the following individual be appointed to the Kirkland Lake Planning Advisory Committee for the 2022-2026 Term of Council:

- Terrence Wight

CARRIED

Mayor Wight resumed as Chair at 6:41 PM.

14.2(b) Supplemental: 2022-2026 Public Appointments to Committees of Council (Part 2 of 2)
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Patrick Kiely
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2022-CLK-027 entitled "Supplemental: 2022-2026 Public Appointments to Committees of Council" (Part 2 of 2) be received;

AND THAT the Resolution dated December 6, 2022 appointing public members to the Kirkland Lake Committee of Adjustment be amended as follows:

"AND THAT the following individuals be appointed to the Kirkland Lake Committee of Adjustment for the 2022-2026 Term of Council:

- Ed Duchene
- Don Studholme
- Raymond Malette
- Lorrie Irvine
- Ted Assad"

AND FINALLY THAT the Municipal Clerk be directed to conduct a month-long (January 2023) call for volunteer interest for the following Committees of Council:

- Museum Advisory Committee (4 vacancies);
- Economic Development Committee (5 vacancies);
- Planning Advisory Committee (1 vacancy);
- Property Standards Committee (1 vacancy); and
- Community Standards Committee (1 vacancy).

CARRIED

15. CONFIRMATION BY-LAW

15.1. By-Law #22-100

Moved by: Councillor Dolly Dickens
Seconded by: Councillor Rick Owen

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

By-Law Number 22-100, being a by-law to confirm the proceedings of Council at the meetings held December 10, 2022 and December 20, 2022.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dickens

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at 6:43 PM.

CARRIED

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

REPORT TO COUNCIL

Meeting Date: 24/01/2023

Report Number: 2023-FIN-001

Presented by: Lloyd Crocker

Departments: Corporate Services

REPORT TITLE

2023 Water and Wastewater Rates

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2023-FIN-001 entitled “**2023 Water and Wastewater Rates**” be received;

AND THAT Council hereby approve an increase to Water Rates of 1.7% and Wastewater Rates of 3.5% for 2023.

AND FINALLY THAT a by-law establishing the 2023 Water and Wastewater Rates for the Town of Kirkland Lake be brought forward for three readings on January 24, 2023.

INTRODUCTION

In July of 2022, the Town of Kirkland Lake approved an updated Asset Management Plan (AMP) as a tool to help address the infrastructure capital-funding gap. The AMP report included a recommendation to increase Water and Wastewater Rates annually to help remove the capital-funding gap. Council will decide on whether to implement the annual increase for 2023.

DISCUSSION

The Province implemented the Asset Management Planning for Municipal Infrastructure Ontario Regulation 588/17 (as amended by ON. Reg 193/21). The goal of this regulation is to help improve the way municipalities plan for their infrastructure. The regulation builds on the progress municipalities have made while bringing consistency and standardization

to asset management plans to help spread best practices throughout the sector and enable the collection of comparable data.

The Town of Kirkland Lake had contracted PSD Citywide to prepare the required Phase 2 AMP as presented at the [July 12, 2022](#) Regular Meeting of Council. To address the capital-funding gap and to help eliminate the Town's infrastructure deficit, the new AMP provides the following recommendations:

- 1) An average annual water rate increase of 1.7% for 15 years; and
- 2) An average annual sanitary sewer rate increase of 3.5% for 20 years.

Both increases would be in addition to any rate increases required and approved through the normal budget process.

The Council of the Town of Kirkland Lake approved the update to the Asset Management Plan at the Regular Meeting of Council on [July 12, 2022](#).

FINANCIAL CONSIDERATIONS

The increase to the Water Rates of 1.7% will result in approximately \$43,250.00 and the increase to the Wastewater Rates of 3.5% will result in approximately \$63,620.00 annually. The funds will help the Town of Kirkland Lake address the capital-funding gap going forward in either the 2023 Capital Budget or as Reserves for future projects.

OTHER ALTERNATIVES CONSIDERED

Council can decide against the increase to Water and Wastewater rates and request the Chief Administrative Officer provide a supplemental Report with other Water and Wastewater Rate options to be presented at a future meeting.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Efficiency

Goals: Achieve Sustainable Operational Excellence

Objectives: Aim for Financial Sustainability, Better Management of Capital Assets

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

The new Asset Management Plan is to be used as a tool by the Town of Kirkland Lake to help ensure the annual funding gap is decreased or eliminated and that Capital Assets are maintained or replaced in a timely matter.

As the Council had approved the new Asset Management plan in July of 2022, the recommendation is to approve an increase to Water rates of 1.7% and Wastewater rates of 3.5% for 2023.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

ATTACHMENTS

Attachment 1 – 2023 Water and Wastewater Rates – Schedule A

2023 Water & Wastewater Rates

		Water	Sewer
The flat rate for water used in private houses and apartments shall be per quarter:		2023	2023
	First room	53.10	42.48
	Each additional room	9.59	7.68
	Private toilet	18.11	14.48
	Private bathtub or shower	18.11	14.48
except that where a common toilet, bathtub or shower is provided for the use of more than one apartment, each additional apartment including the first shall pay \$17.75 water (\$14.20 sewer) for the use of the toilet and \$17.75 water (\$14.20 sewer) for the use of the bathtub or shower.			
The flat rate for water used in boarding or rooming houses shall be per quarter:			
	First room	53.10	42.48
	Each additional room	9.59	7.68
	Private toilet	45.31	36.25
	Private bathtub or shower	45.31	36.25
	Urinal	22.47	17.98
except that boarding or rooming houses with ten rooms or over shall be on a meter.			
Standard hotel and beverage rooms, business houses where water is used for manufacturing, steam baths, bottling works, wash racks, public buildings excluding churches and municipal office buildings, shall be on a meter with a minimum charge of \$66.68 (water) \$53.35(sewer) monthly.			
Any business water user may apply for a meter.			
BUSINESS RATES		Per Quarter	
	Business houses (except where used for manufacturing)	81.17	64.94
	Toilet for above	18.48	14.78
	Urinal for above	22.47	17.98
	Office - single room	18.48	14.78
	Each additional room	9.59	7.68
	Toilet for above	18.48	14.78
	Office for doctor of medicine or dentistry (each office)	45.31	36.25
	Toilet for above	18.48	14.78
	Sink for above	45.31	36.25
	Barber shops, hairdressers, beauty salons	130.50	104.40
	Bakeries and pastry shops	130.50	104.40
	Hand laundries	514.11	411.29
	Toilet for above	18.48	14.78
	Public halls	130.50	104.40
	Theatres	130.50	104.40
	Garages and service stations	130.50	104.40
	Restaurants, grills, and lunch counters	320.28	256.22
	Toilet for above	45.31	36.25
	Urinal for above	22.47	17.98
		Per Quarter	
CONSTRUCTION CHARGE		65.86	52.68
TANKERS	per 1,000 gal	313.06	
TRAILERS-	For each trailer	107.38	85.90
Interest	1% per month applied on outstanding balances		
SPRINKLER CONNECTIONS		Per Month	
	4" Connection	28.64	

6" Connection	42.95	
8" Connection	57.26	
HYDRANT RENTAL - for each Municipal Hydrant - per day	7.17	
PRIVATE HYDRANT INSPECTION - for each hydrant per year	372.25	
TURN OFF OR ON ORDER - each-		
(working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.)	114.53	
TURN OFF OR ON ORDER - each (after hours)	293.49	
SEALING OR UNSEALING - each-	71.59	
THAWING FROZEN WATER SERVICE		
CHARGE		
Thaw orders deemed to be the property owner's responsibility, working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.	658.57	
After hours, Actual expense, minimum charge \$645.66		
METERED SERVICE CHARGE		
The metered rates for water used shall be as follows per month:		
FIRST 50,000 gallons- per 1,000 gallons	6.73	5.39
SECOND- 50,000 gallons- per 1,000 gallons	5.79	4.64
THIRD 50,000 gallons- per 1,000 gallons	4.22	3.39
BALANCE- per 1,000 gallons	3.01	2.41
Minimum Charge: (10,000) gallons	68.01	54.42
Interest: 1% per month applied on outstanding balances		
5/8" Meter at - per month	3.22	
3/4" Meter at - per month	4.37	
1" Meter at - per month	5.79	
1 1/2" Meter at - per month	8.88	
2" Meter at - per month	11.60	
3" Meter at - per month	17.04	
4" Meter at - per month	22.40	
6" Meter at - per month	33.94	
OTHER SEWER SERVICES		
1 Unblock residential sewer, working hours		264.40
2 Unblock other sewer, working hours (commercial)		393.38
3 Unblock residential sewer, after hours		477.22
4 Unblock other sewer, after hours (commercial)		528.82
5 Video Sewer Inspection, residential		193.47
6 Video Sewer Inspection, other (commercial)		386.94
Note:	1-6 Rates are Minimum charges, actual labour and material will be charged	

REPORT TO COUNCIL

Meeting Date: 24/01/2023

Report Number: 2022-DEV-001

Presented by: Wilfred Hass

Department: Development Services

REPORT TITLE

Award of Contract - Request for Proposal Land Use Planning Consultancy Services (RFP-590-22)

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-001 entitled “**Award of Contract - Request for Proposal Land Use Planning Consultancy Services (RFP-590-22)**” be received;

AND THAT Council hereby award a contract to J.L. Richards & Associates Limited as per the Terms set out in RFP-590-22 Land Use Planning Consultancy Services;

AND THAT the Mayor and Municipal Clerk be authorized to execute an Agreement for Land Use Planning Consultancy Services between The Corporation of the Town of Kirkland Lake and J.L. Richards & Associates Limited, at the satisfaction of the Chief Administration Officer and Director of Economic Development;

AND FINALLY THAT an Execution By-Law authorizing the execution of a Contract Agreement and any related sub-contracts and subsequent amendments proposed in favour of the municipality without detrimental financial impacts, be brought forward for three readings on January 24, 2023.

INTRODUCTION

The Town of Kirkland Lake issued RFP-590-22 (Attachment 1) on October 6, 2022 for the purpose of engaging with a planning consultant or firm for a two year period beginning January 1, 2023. The intent is to utilize the consultant to assist with applications under the *Planning Act*, provide guidance on complex projects, and advise on required updates to various legislation, by-laws and policies.

DISCUSSION

The RFP was issued with two scopes of work, being “*services as needed*” and “*project-by-project services*”. The “*as needed services*” consist of reviewing and preparing planning reports related to planning applications, reviewing municipal processes and By-laws for consistency with applicable acts, attending committee or council meetings as required and representation for Town litigation or Local Planning Appeal Tribunal hearings as required. The “*project-by-project services*” refer to projects that are of a larger scale and with specific criteria and objectives. This would include items such as the mandatory Official Plan review, updates to the Community Improvement Plan, Industrial Land Development review, etc. The timeframe of the request for proposal is for a two-year contract with the option for a third year.

The request for proposal was open from October 6 to November 10, 2022. There were two submissions, one from J.L. Richards and Associates Limited and one from MHBC Planning Limited. The submissions were reviewed by members of the Development Services Department, lead by the Town’s Program Manager – Procurement & Risk Management. J.L. Richards and Associates Limited was chosen as the preferred candidate based on having a robust planning team located in and dedicated to Northeastern Ontario; their familiarity with the Town; and the quality of past work done for the Town. The proposal also met the Town’s financial expectations, specifically the proponent’s commitment to work with the Town to manage costs through such measures as:

- Committing to scope each project/request for assistance and establish a maximum upset for each project/request for assistance prior to proceeding with the work;
- Maximizing the involvement of junior planners charging a lower hourly rate (with oversight by a senior planner to ensure quality control);
- Recommending changes to the Town’s User Fees so applications requiring additional consultant assistance are cost neutral to the Town.

JL Richards identified that their proposal contains information that is confidential and proprietary, the release of which could significantly prejudice the competitive position of JL Richards and/or its sub-consultants. They have directed that the submission may not be reproduced for purposes other than its evaluation. As such, the proposal is not attached to this Report.

OTHER ALTERNATIVES CONSIDERED

Council may choose to cancel the RFP and try reposting with the hopes of receiving more submissions. The subsequent delay to the start date would negatively impact operations as the intent is to have the consultant in place prior to upcoming staff transitions.

FINANCIAL CONSIDERATIONS

Expenditures would be drawn from the annual Development Services Department Operating Budget. Staff estimate that the total 2023 allocation will be \$150,000.00. “Services as Needed” is budgeted at \$60,000.00, while project work is budgeted at \$90,000.00.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priority: Efficiency, Transparency

Goals: Achieve Sustainable Operational Excellence, Provide Outstanding Service

Objectives: Policy development and Implementation, Find and Implement Efficiencies, Develop Better Communications and Enhanced Openness and Transparency

ACCESSIBILITY CONSIDERATIONS

As per the requirements of the RFP, any document shall be submitted in AODA compliant format.

CONCLUSION

That Council proceed with the award of a contract as per RFP-590-22 to J.L. Richards and Associates Limited.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Planning Administrator

Treasurer

Program Manager - Procurement and Risk Management

Chief Building Official & Property Standards Officer

ATTACHMENTS

Attachment 1 – Request for Proposal RFP-590-22

Attachment 2 – Proposed Contract with J.L. Richards and Associates Ltd.



Town of Kirkland Lake

Land Use Planning Consultancy Services

RFP Number: 590-22-RFP

The Corporation of the Town of Kirkland Lake:
P.O. Box 1757, 3 Kirkland Street
Kirkland Lake, Ontario
P2N 3P4

Closing Date and Time: November 10, 2022; 2:00 PM

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1. Introduction

The Town of Kirkland Lake (the 'Town') seeks to retain a consultant pool of up to a maximum of two (2) consultants to provide land use planning services to the Town on an 'as needed' and/or 'project-by-project' basis. The 'as needs' engagement will be for a two (2) year period with an option to extend for an additional year. 'Project-by-project' assignments (scope, deliverables, budget and timeline) will be determined on an individual basis and conducted separately from the 'as need' work. The 'as needs' and 'project-by-project' work are collectively referred to as the 'Services' in this Request for Proposal. The Town is seeking proposals from Companies that can provide the Services required at a competitive price. Single proposals are acceptable as are multidisciplinary / consortium proposals.

Kirkland Lake is a single tier Town located approximately 500 km north of Toronto. The main economic drivers are gold mining, forestry, environmental services, and professional services such as health care and education. According to the 2020 census, Kirkland Lake's population numbers 7,750. However, the daily service population (people in the town daily for work, education, health care, etc.) is higher as Kirkland Lake is the business and administrative centre of the north Timiskaming District.

The community is experiencing significant development activity driven by local and regional mining developments. This has created challenges and opportunities for the municipal government, specifically in terms of preparing residential and industrial/commercial land for development, increased land sales and population attraction.

The Town of Kirkland Lake Department of Development Services (the "Department") is the principal corporate unit responsible for managing community growth. It comprises Planning, Building, Economic Development, Bylaw Enforcement as well as Airport and Waste Management. Planning services are responsible for managing all property sales and land use planning, including development review, policy planning and special projects. This unit comprises a Planning Administrator supported by a shared Administrative Assistant.

The Department's capacity to meet the challenges facing the community are limited. The Planning Administrator, although very knowledgeable, is not a Registered Professional Planner. There are times when additional supports are necessary to backstop staff due to workload constraints, staff absences (planned for early 2023), or when specialized skills for land use planning special project work are needed. The Town is therefore seeking the services of a maximum of two (2) independent consultants to provide land use planning consultancy services.

1.1 Objectives

1.1.1. Service to be Performed

The Companies will be retained to deliver timely and appropriate planning services to the Town in accordance with its jurisdiction and authority. In this context, they are expected to:

- be knowledgeable of legislation applicable to municipal operations including the Ontario Planning Act, and other Acts, Bylaws, and Regulations.
- keep current on planning knowledge affecting municipalities and to alert the Town on the implications of changes in legislation, decisions of the courts, etc.
- represent the Town in proceedings against the Town and its agents.
- advise on and to carry out matters affecting the property of the Town including development and planning matters as requested.
- meet with Council, the Chief Administrative Officer and Senior Municipal Staff to report and advise on specific matters and discuss general matters of policy.

1.1.2. Period of Contract

The Contract to provide 'as needs' services will be for a two (2) year period, with an option to renew for an additional one (1) year period upon mutual agreement between all parties in writing. 'Project-by-project' assignments (scope, deliverables, budget and timeline) will be commissioned separately.

1.1.3. Scope of Work

It is anticipated that the Services would be rendered on an 'as needed' and/or 'project-by-project' basis.

'As needed' services are those tasks assigned for timely completion as required by the Town at its sole discretion. Examples include:

- Review, draft and advise on required and desirable updates to municipal bylaws, policies, Standard Operating Procedures, and other documents and processes related to the provision of planning services by the Town.
- Provide professional land use planning opinion, writing of planning reports, and assisting staff, the public, and developers with planning enquiries and Planning Act development applications.
- Provide general planning opinion/recommendations on:
 - various land use applications

- Zoning Bylaw Amendments
 - Minor Variances
 - Site Plan Control Agreements
 - Official Plan Amendments
 - Plan of Subdivision/Condominiums
 - Consents
- Advise on and to action the enforcement of Municipal bylaws in consultation with senior staff.
- Attend meetings to provide or present information, including but not limited to internal staff meetings; meetings of Committee of Adjustment, Planning Advisory Committee; and Municipal Council.
- To represent the Town for litigation and/or Local Planning Appeals Tribunal hearings, as required.
- To assist in the drafting and negotiating of contracts, agreements, easements, and other documentation.

‘Project-by-project’ services refer to assignments with specific goals, objectives, and budget. These will be agreed upon on a case-by-case basis (outlining the scope of work, estimated time, deliverables, and schedule) between the Company and the Town. Examples would be an update to the Official Plan, Site Plan Control administration, industrial land development, etc.

1.1.4. Budget and Work Allocation

Due to the nature of the development industry, the Town cannot provide a guarantee regarding the level of activity, projects, and assistance required, and there is no minimum activity or value of work for a selected Company. Municipal Council establishes an annual budget for the Department. This is the maximum and upset annual limit and is only subject to change at Municipal Council’s discretion. Special projects may be assigned a separate budget.

Work shall be allocated between the Companies at the sole discretion of the Town, reflecting considerations of cost, experience of the people assigned to the task, projected turn around time of a project, the Town’s experience with the Company, etc. There is no minimum contract value for either potential Company selected to be in the pool.

1.2 Proposal Content

Proposals must provide the following information in the following sequence to be considered:

- **Cover Letter:** This short (2-page maximum) narrative should summarize the salient points of the Company's full proposal. It should introduce the Company, identify the key contact(s), briefly highlight the Company's relevant experience, outline the services the Company will provide noting specifically any value-added services, and summarize the financial proposal.
- **Table of Contents:** Include a clear identification of the material by section and by page number.
- **Company Profile:** Briefly showcase the history of the Company, past and present clientele, major projects, principal personnel, awards, and accomplishments.
- **Service Profile:** Explain your understanding of what Kirkland Lake is seeking. Relate this to your Company and indicate the features, skills and/or services which distinguish your Company and make it the best choice for the Town.
- **Allocation of Resources:** Define which resources from the Company will be attributed to the project and what specific role each will play. Indicate if they are direct contacts for the Town or limited to serving as background expertise that the front line can access. Specific information shall be included with respect to those staff members who are proposed to have direct responsibility for the Town including:
 - Name and credentials including areas of expertise.
 - Training and experience.
 - Position in the firm.
 - Proposed relationship to the client.
 - Individual fee scale, where applicable.
 - Preferred area of practice.
 - Anticipated general field of activity on behalf of the municipality.

NOTE: the Town places a premium on assigned personnel that are Registered Professional Planners (RPP) with a strong northern, small town, and rural experience.

- **References:** Provide a short description of the Company's current and experience in providing similar small town/rural planning Services for other clients. Ensure that the experience cited is relevant to the project team members being proposed. References for these past services shall be listed on "Schedule B — References". A minimum of two (2) current work-related references must be listed. NOTE: The Town reserves the right to contact any or all the supplied references (municipal preferred) and may disqualify any

Company who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

- **Project Approach:** Explain how the Company will approach the project, including how it will familiarize itself with Kirkland Lake; how it will manage enquiries and assignments from the Town; how these will be addressed be undertaken in a consistent and timely fashion (i.e., 30 days, given the approvals timelines in the Planning Act and the unpredictable nature of the development approval process); and the measures that will be put in place to ensure the quality of the deliverables.
- **Value Added Propositions:** Companies are encouraged to propose innovative and creative ways to provide the services the Town requires; provide additional services not identified in this RFP but that would benefit the Town; and/or indicate ways in which the Company could help the Town save time and money, improve its processes, or contribute to staff development.
- **Pricing Model:** Proposals shall include a detailed description of all costs and of the recommended method of billing and payment. For comparative purposes it is preferable that cost information be reported in the following manner:
 - Details on services or projects to be billed on a flat or lump sum fee for service or an hourly basis.
 - Services to be charged at an hourly rate and rates to be charged. (Company member, rate, and area of responsibility).
 - Disbursement items and costs associated with referrals and other specific items that were not reported elsewhere.
 - Regular invoice structure, and other charges or charging methods proposed.

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

- **Mitigating Factors:** Identify anything that could impact on the Company 's ability to provide the Services. Specifically, identify any recent or ongoing work in the community that could present a conflict of interest for a bidder and an indication of how such situation would be overcome. This would include any current or recent (12 months) private sector clients that have files / applications open with Kirkland Lake. The Town retains the right to disqualify any bidder from a particular project if it will result in an unavoidable conflict of interest. It is noted that the Ontario Professional Planners Institute Professional Code of

Practice will be considered the minimum basis for consideration of potential conflict of interest.

- **Mandatory Forms:** In addition to the above, each Proposal shall include the following forms from the attached Schedule “A”:
 - Declaration
 - Non-Collusion Affidavit
 - Conflict of Interest Affidavit
 - Accessibility for Ontarians with Disabilities Agreement

1.3. Evaluation

Selection Criteria

- The Company’s experience overall and particularly in relation to similar services. This will include the qualification of individuals assigned to the service and their availability.
- Client references for relevant projects.
- The quality of the proposal. This includes level of detail and quality/thoroughness of how the Company will provide the service.
- Ability to stay within project budget and ensure quality control.
- Any features or advantages uniquely proposed.
- The financial proposal.

Evaluation Criteria

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

CRITERIA	RATING %
Project Approach	30
Proposed Personnel	20
Value Added Propositions	10
References	20
Pricing	20
TOTAL	100

2. Terms and Conditions

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

2.1 Project Timelines

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

Issue RFP	October 6, 2022
Deadline for Questions concerning the RFP	October 17, 2022
Response to RFP Questions	October 20, 2022
Proposal Submission Deadline 2:00 pm EST	November 10, 2022
Notification to Shortlisted Companies	November 18, 2022
Please note that due to the 2022 municipal elections, notification to the successful firm may be delayed until the new Council meets in December 2022.	

2.2 Communications

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

Ryan Dagelman, Program Manager - Procurement and Risk Management

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario P2N 3P4

Phone: 705-567-9361 ext. 231

Email: ryan.dagelman@tkl.ca

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

The Town of Kirkland Lake and its advisors make no representation or guarantee with respect to the accuracy of the information provided in the Request for Proposal document. Further, bidders shall undertake their own investigations and make their own determinations as to the additional information necessary to

respond to this RFP. Companies submitting a proposal in response to this RFP agree that the contents of the RFP shall form part of their proposal.

2.3 Bid Submission Format

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

Corporation of the Town of Kirkland Lake

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario,

P2N 3P4

Attention: Ryan Dagelman, Program Manager - Procurement and Risk Management

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

Companies receiving proposals must register on the Town's Document Taker Registration list to receive additional information and addendums. Please use this link to register.

https://www.kirklandlake.ca/our_services/tenders_rfp_s_rfq_s

Bids must be received at the above noted address no later than 2:00 PM EST, on November 10, 2022. Bids received after this time will be returned unopened. Faxed submissions will not be accepted.

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

2.4 Bid Withdrawal or Amendment

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

2.5 Period of Validity & Clarification

Bids submitted in response to this RFP shall remain valid for a period of ninety (90) days from the submission deadline in order to accommodate delays that may arise because of the municipal council elections. The Town of Kirkland Lake

reserves the right to seek clarification of any aspect of bids received in response to this RFP. Clarifications provided by Companies shall be deemed to form part of the quote submitted by the Supplier.

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

The Town of Kirkland Lake will endeavour to select a Company by or before December 24, 2022. Written notification will be provided to the successful Company.

The successful Company will be required to enter into an agreement for **Land Use Planning Consultancy Services** 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 RFPs for this project agree that the selection of the successful consultant by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

2.7 Restrictions on Communications

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

Companies participating in this RFP, shall treat all information regarding the RFP provided by the Town as confidential, and shall not disclose such information to

third parties, including the media unless approved in writing by the Town. Companies shall return any project information provided by the Town to the Town of Kirkland Lake if so requested.

2.8 Freedom of Information and Protection of Privacy

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

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

2.9 Rights of the Town of Kirkland Lake

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

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

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

3. Conflict of Interest

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

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

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

4. Insurance Requirements

Commercial General Liability

The Company shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario.

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence with an aggregate of not less than Five Million Dollars (\$5,000,000.00).
- (b) Add The Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured.
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than Two Million Dollars (\$2,000,000.00) and shall include contractual non-owned coverage.

- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of Five Million Dollars (\$5,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town.

The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town. The Town has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Primary Coverage

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

Certificate of Insurance

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

Schedule "A" Bid Form

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

All rates must be stated in Canadian funds.

Rates shall be effective for the duration of the Term.

Prices shall remain firm for a period of 90 days from the date of Proposal closing time.

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

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

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

Pricing Summary Schedule

Provide a detailed description of all costs and of the recommended method of billing and payment. For comparative purposes it is preferable that cost information be reported in the following manner:

- Details on services or projects to be billed on a flat or lump sum fee for service or an hourly basis.
- Services to be charged at an hourly rate and rates to be charged. (Firm member, rate, and area of responsibility).
- Disbursement items and costs associated with referrals and other specific items that were not reported elsewhere.
- Regular invoice structure, and other charges or charging methods proposed.

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

Page 1 of 6 to be submitted

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 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 _____ this _____ day of _____ 2022.

Signature _____

Company Name _____

Title _____

Page 3 of 6 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 5 of 6 to be submitted

Schedule "B" References

Town/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Town/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Town/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Town/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Schedule “C” General Terms and Conditions of Agreement

1. General Description

The Town of Kirkland Lake seeks to retain a Consultant Pool of up to a maximum of two (2) consultants to provide land use planning services to the Town at a competitive price on an ‘as needed’ and/or ‘project-by-project’ basis for a three (3) year period.

2. Clarification

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

Errors, omissions or ambiguities discovered in the contents of this Request for Proposal should be submitted, in detail to: Ryan Dagelman, P.O. Box 1757, Kirkland Lake, ON P2N 3P4 or 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 Proposals

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

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

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

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

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

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

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

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

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

4. Award

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

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

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

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

5. Proposal

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

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

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

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

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

6. Original Proposal Documents

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

7. Firm Prices

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

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

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

8. Any or all Proposals Exceed Approved Budget

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

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

9. Legal Claims and Damages

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

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

10. Removal from Companies List

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

11. Time is of the Essence

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

12. Change/Amendment

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

13. Agreement in Writing Only

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

14. Error & Correction

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

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

15. Standards and Legislation

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

16. Municipal Conflict of Interest Act

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

17. Lobbying Restrictions

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

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

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

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

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

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

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

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

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

20. Workplace Safety and Insurance Board (WSIB)

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

21. Municipal Freedom of Information and Protection of Privacy Act

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

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

22. Failure to Comply with all Proposal Terms

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

23. Payment Terms

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

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

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

24. Proposal Preparation Costs

All costs and expenses incurred by the Company relating to its proposal will be borne by the Company. The Town is 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 Proposals or the cancellation of this RFP.

25. Notification to Companies

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

26. Influence

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

27. Indemnification and Hold Harmless

The Successful Company shall defend, indemnify and save harmless The Corporation of the Town of Kirkland Lake, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expense, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness,

disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Company, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this Agreement and shall survive this Agreement.

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

28. Adherence to Requirements

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

29. Harmonized Sales Tax

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

30. Withdrawal of Proposals

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

31. Unenforceable Provisions

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

32. Force Majeure

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

33. Conflict Resolution

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

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



THIS AGREEMENT made this 6th day of December 2022

BETWEEN:

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

And

J.L. Richards & Associates Limited (the “Company”)

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

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

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

1. DUTIES AND RESPONSIBILITIES

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

2. PERFORMANCE

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

3. FORCE MAJEURE

- 3.1 The term “Force Majeure” as used herein shall mean an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any action or failure to act by the Contractor or the Municipality, and any other cause, whether of the

kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such party.

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

4. RECORDS AND AUDIT

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

5. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2023 and unless otherwise terminated pursuant to the provisions of this Agreement shall expire on December 31, 2024. This Agreement may be extended for an additional one (1) year term ending December 31, 2025, at the discretion of the Municipality and in agreement with the Company.

6. TERMINATION

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

7. REMUNERATION AND ENTITLEMENTS

- 7.1.1 The Services of a **Land Use Planning Consultant** are to be charged at **the tendered rate as expressed in Schedule C.**
- 7.2 The Company agrees to maintain detailed and accurate records of time spent and services rendered and to submit such records to the Municipality on a monthly basis, with a copy to the Municipalities **Department of Development Services - Planning Division.**
- 7.3 The normal payment term offered by the Municipality is net 30 days from receipt of invoice and after receipt and acceptance of goods and/or services by the Town. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment of for other terms that shall be deemed to be in the best interest of the Municipality. The Company agrees that the Municipality shall be entitled to the discounted stated herein if payment of invoices for the goods specified or called for in or under this agreement, is made within the period specified herein after receipt and acceptance of such goods or services by the Municipality. The

Company may request different payment terms if the request is made in writing prior to signing this agreement. The Town is entitled to agree or disagree to any additional or modified terms at its own discretion.

- 7.4 Unless otherwise indicated herein, invoices are payable in Canadian Funds at the Municipality and includes Harmonized Sales Tax or any other applicable taxes.

8. INSURANCE

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

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

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

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

Change in Coverage

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

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

Workplace Safety and Insurance Board

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

9. OBSERVANCE OF THE LAW AND INDEMNITY

- 9.1 The Company covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with any law, the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer.

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

10. CONFIDENTIAL INFORMATION

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

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

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

13. CONFLICT OF INTEREST

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

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

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

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. AMENDMENT OF AGREEMENT

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

15. GOVERNING LAW

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

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

16. HEALTH AND SAFETY

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

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

17. NOTICE

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

MUNICIPALITY: The Corporation of the Town of Kirkland Lake
Planning Administrator – Jenna McNaughton
1 Dunfield Rd
Kirkland Lake ON P2N 3P4

COMPANY: J.L. Richards & Associates Limited
David Welwood
834 Mountjoy St S
Timmins ON P4N 7C5

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

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

18. FURTHER ASSURANCES

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

19. WAIVER

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

20. ASSIGNMENT

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

21. BINDING EFFECT

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

22. CONFLICT RESOLUTION

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

23. INDEPENDENT CONTRACTOR

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

24. NON-APPROPRIATION

This agreement is subject to the appropriation of funds each fiscal year. The agreement is subject to termination or cancellation without penalty of any sort to the Town either in whole or in part, for failure of the Town to budget the required funds.

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

COMPANY

**THE CORPORATION OF THE TOWN OF
KIRKLAND LAKE**

Signing Officer

Clerk – Jennifer Montreuil

Title

Mayor – Stacy Wight

Date: _____

Date: _____

SCHEDULE A – SCOPE OF WORK

Service to be Performed

The Company will be retained to deliver timely and appropriate planning services to the Town in accordance with its jurisdiction and authority. In this context, they are expected to:

- be knowledgeable of legislation applicable to municipal operations including the Ontario Planning Act, and other Acts, Bylaws, and Regulations.
- keep current on planning knowledge affecting municipalities and to alert the Town on the implications of changes in legislation, decisions of the courts, etc.
- represent the Town in proceedings against the Town and its agents.
- advise on and to carry out matters affecting the property of the Town including development and planning matters as requested.
- meet with Council, the Chief Administrative Officer and Senior Municipal Staff to report and advise on specific matters and discuss general matters of policy.

Scope of Work

It is anticipated that the Services would be rendered on an 'as needed' and/or 'project-by-project' basis. **'As needed'** services are those tasks assigned for timely completion as required by the Town at its sole discretion. Examples include:

- Review, draft and advise on required and desirable updates to municipal bylaws, policies, Standard Operating Procedures, and other documents and processes related to the provision of planning services by the Town.
- Provide professional land use planning opinion, writing of planning reports, and assisting staff, the public, and developers with planning enquiries and Planning Act development applications.
- Provide general planning opinion/recommendations on:
 - various land use applications
 - Zoning Bylaw Amendments
 - Minor Variances
 - Site Plan Control Agreements
 - Official Plan Amendments
 - Plan of Subdivision/Condominiums
 - Consents
- Advise on and to action the enforcement of Municipal bylaws in consultation with senior staff.
- Attend meetings to provide or present information, including but not limited to internal staff meetings; meetings of Committee of Adjustment, Planning Advisory Committee; and Municipal Council.

- To represent the Town for litigation and/or Local Planning Appeals Tribunal hearings, as required.
- To assist in the drafting and negotiating of contracts, agreements, easements, and other documentation.

‘Project-by-project’ services refer to assignments with specific goals, objectives, and budget. These will be agreed upon on a case-by-case basis (outlining the scope of work, estimated time, deliverables, and schedule) between the Company and the Town. Examples would be an update to the Official Plan, Site Plan Control administration, industrial land development, etc.

SCHEDULE B – INSURANCE

Commercial General Liability

The Company shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario.

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence with an aggregate of not less than Five Million Dollars (\$5,000,000.00).
- (b) Add The Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured.
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than Two Million Dollars (\$2,000,000.00) and shall include contractual non-owned coverage.
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of Five Million Dollars (\$5,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town.

The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town. The Town has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Primary Coverage

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

Certificate of Insurance

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

REPORT TO COUNCIL

Meeting Date: 24/01/2023

Report Number: 2023-CLK-001

Presented by: Jennifer Montreuil

Department: Corporate Services

REPORT TITLE

2022 Post Municipal & School Board Elections Debrief

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2023-CLK-001 entitled “**2022 Post Municipal & School Board Elections Debrief**” be received for information;

AND THAT any unutilized portion of funds that were transferred from the Election Reserve Fund to the election section of 2022 Administrative Operating Budget be recommitted to the Town’s Election Reserve Fund for the 2026 Municipal and School Board Elections;

AND THAT a Compliance Audit Reserve Fund Council be established to set aside money for that specified purpose;

AND THAT the Municipal Clerk bring forward a Report in Quarter 1 of 2023 presenting a proposed election sign by-law that excludes cost-prohibitive size limitations, clearer definitions (e.g. public/private property), timing of placement in line with statute and regulatory framework, enforcement (e.g. authority to enforce, obstructions, offences and penalties, and orders permissible under the *Provincial Offences Act*);

AND THAT a Public Meeting be scheduled at the Call of the Mayor in Quarter 1 of 2023 to allow the public to provide comments surrounding the said proposed election sign by-law;

AND FINALLY THAT the Municipal Clerk bring forward a Report in Quarter 1 of 2025 including remedial proposals surrounding the challenges outlined in the Report and to provide education and recommendations on the preferred method of vote for the 2026 Municipal and School Board Elections.

INTRODUCTION

Although Section 12.1 of the *Municipal Elections Act*, 1996 identifies that a mandatory report be presented and made public only in addressing the removal of barriers that affect electors and candidates with disabilities in an election year, Administration believe it is in the best interest of accountability and transparency in providing the community of Kirkland Lake with a formal debriefing of successes, challenges and statistics surrounding the 2022 Municipal and School Board Elections.

DISCUSSION

The 2022 Municipal Election was a success. Upon the employment of a new Municipal Clerk in February 2022, the Clerk's Office immediately began creating strategies and initiatives aimed at voter and candidate information and engagement. The goals were to ensure:

- a) the procedural aspects of hosting an election were in place in keeping with legislated timelines;
- b) engage the public in the nomination process; and
- c) provide consistent information at the various stages of the election process.

There are opportunities for enhancement and lessons learned for consideration in the planning of the 2026 Municipal and School Board Elections.

All Election Notices, Plans, Reports and Resources are available for viewing on the [Town's 2022 Municipal and School Board Elections Landing Page](#)

The following is a list of topical updates which touched on the 2022 event's implementation and accomplishment.

Human Resources

The Clerk's Office faced many challenges from a resources perspective in 2022.

Crucial election preparation was conducted in a span of two months ensuring that all the legislative requirements were in place for a successful and well-coordinated election event.

Given an early unforeseen staff shortage, administrative support was required for day-to-day operations and to assist in curbing the volume of legislative processes that materializes in the Clerk's Office. In the last week of April, the Records Management Clerk transitioned into an Election Assistant role four (4) days a week for the remainder of the year to assist with the logistics and planning of pre and post 2022 election events.

During the end of May, the Executive Assistant to the Chief Administrative Officer / Deputy Clerk returned to work for a few hours a week to assist in the preparations of Lottery Licensing pressures.

To avoid any breaks in service, the Clerk's Office developed a "by-appointment only" approach to general services such as Marriage Licencing, Death Registrations, Municipal Information Forms, Lottery Licencing and Taking Affidavits (Commissioning).

An Executive Assistant was hired to backfill the staff on leave on June 8th. The Executive Assistant remained in the position until November 4, 2022, and volunteered their time for the planning of the Inaugural Meeting of Council (November 15, 2022)

Despite our staffing roadblocks, the workplace culture in the Clerk's Office remained positive and supportive throughout the election year.

Members of the Town's Senior Management alleviated operational pressures from the Municipal Clerk by assisting with general inquiries, licencing/permitting, and providing educating on historical practices. As well, the Director of Public Works and Director of Economic Development shared in the management and operational oversight of By-Law Enforcement.

For the 2026 event, in its 2025 Operation Budget submission, Administration will be seeking to build-in the hiring of a designated Election Assistant to support the Clerk's Office staff in reviewing and updating the large volume of election precedents and forms. The rationale in entertaining this contract position is that this will ensure Clerk's Office staff continue to meet strict legislative timeframes, achieve sustainable work-life balance and adherence to the Town's Right to Disconnect Policy.

Communication

The Town's Communication Coordinator was effective in the development and publication of timely public notices and creative marketing campaigns that were circulating in the community.

The Communications Coordinator organized the development of the Town's [2022 Election Landing Page](#).

The Clerk's Office supplied electors with election information accompanying the 2022 Taxes and Water Bills; drafted various advertising campaigns which were showcased as part of the TKL Daily Updates on the local radio station; shared through the Town's Weekly and Monthly publications; and marketing posts on our social media streams.

The Municipal Clerk joined all District of Timiskaming and Temagami in the drafting and cost-sharing of Statutory Notice publications pertaining to elections.

Prior to the opening of Nomination Period (May 1 – Aug 19), the Town's Corporate email disclaimer included a reminder of the date of the 2022 Municipal and School Board Elections.

The Clerk's Office Election Team actively disseminated information in a timely and consistent fashion, in keeping with regulations and legislation, and at the best of its abilities with limited resources.

Method of Vote

The Town of Kirkland Lake has historically hosted elections inviting electors to attend in person (or by proxy) at established polling stations to cast their paper ballot; known as the traditional method of voting. In June 2006, Council passed a by-law authorizing the use of optical scanning vote tabulators to allow for automated ballot counting for results.

On November 16, 2021, Council directed for the continued voting method of traditional in-person ballot marking and the use of tabulators. They also directed that future information be provided to the public in possibly transitioning to internet/telephone voting in the 2026 election event.

In March, the Municipal Clerk reached out to three industry-known elections software companies to received quotes for 2 vote tabulators, an accessible alternative ballot marking device, training, onsite- election day support, and the coordination and printing of paper ballots.

Only one quote was received from Election Systems & Software ([ES&S](#)) who had been the vendor for the Town for the last three preceding election cycles (2010, 2014, and 2018).

In accordance with the Town's [Procurement By-Law](#), and in consultation with the Chief Administrative Officer, as per section 3.11, the Municipal Clerk engaged in the execution of a Services Agreement with ES&S to secure the Town's interest in tabulation equipment accessible tabulation equipment, onsite technical support, training, ballot and tabulator supplies, and the coordination and printing of paper ballots.

Voter Turn-Out

The Town of Kirkland Lake Voter Turn-Out statistics are presented based on the Unofficial Results that were entered in on Election Night on [AMO's 2022 Election Website](#).

Factoring in all changes, additions and deletions, at the close of voting, there were 5,992 Electors; 1680 eligible electors casted a ballot; Voter Turnout was 28.03 %.

Attachment 1 provides a historical statistical reporting of Voter Turnout from 1980 to present.

Although in 2022 the turnout in Kirkland Lake was below the provincial average identified as 36.03%, the media and AMO also reported that [many Ontario municipalities](#) also experienced a decline in voter turnout compared to 2018.

Scholar response to low-voter turnout

The following scholars have noted a couple reasons that could be considered for the low-voter turnout in the 2022 municipal elections as follow:

“Voters... may have been fatigued due to the provincial election in June that had historically low turnout, and a federal election last fall” - **University of Windsor political scientist Lydia Miljan**

“One possibility is that people feel less connected and engaged in their communities... Lack of engagement in democracy through voting can have a “corrosive effect” on future civic engagement and faith in government” - **Director of the Democratic Engagement Exchange at Toronto Metropolitan University John Beebe**

It is identified that based on the 2022 Voters’ List, approximately 45% of the Voters’ are between the ages of 55 and older, however, the following statistics have been compiled to provide you the percentage of voting elector by age group who cast a ballot during the 2022 event:

Voting Elector Age	No. of Electors who cast a Ballot in 2022	Percentage (Total Elector Ballots cast: 1680)
18 to 24	43	0.03%
25 to 34	111	0.06%
35 to 44	136	0.07%
45 to 54	228	0.14
55 to 64	417	0.25
65 to 74	428	0.26
75 or order	317	0.19

Proxy Voting

The Municipal Clerk accepted Voting Proxy Applications as follows:

- Between September 1 and October 23 by appointment only at the Municipal Office during regular business hours.
- At the Royal Canadian Legion on October 5 from 12:00 noon to 5:00 p.m.
- At the Royal Canadian Legion on October 8 from 11:00 a.m. to 4:00 p.m.
- At the Riverside Community Centre (Swastika) on October 11 from 12:00 noon to 5:00 p.m.; and
- At the Royal Canadian Legion on October 24 during regular business hours up and until 5:00 p.m.

In the 2022 Municipal and School Board Elections, a total of 7 Appointments for Voting Proxy were issued; only 6 were exercised.

In accordance with the 2022 Municipal Election Procedures and the *Municipal Elections Act*, *Proxy Voting was advertised* through [formal public notice](#) in the Northern News, in circulation to local media contacts, recordings through the morning daily updates on the local radio station, the Town's Facebook page, and within the Municipal Update.

During the week leading up to Voting Day (October 24th), the Returning Officer Director of Long-Term Care and Senior Services were in discussions on how to undertake and facilitate mass Appointments for Voting Proxy due to one of the centres being impacted by an isolated outbreak. As this procedure was developed while the situation unfolded, it will now be included in the 2026 Procedures.

Long Term Care Facilities and Shut Ins

In accordance with the recommendation from the Returning Officer and [Council's approval](#), Voting took place at three Long Term Care and Retirement Residences (TPR, Extendicare and the ALCs at the Blanche River Health Centre (KLDH). Designated Election Officials assisted eligible electors who also received assistance by onsite personnel.

The designated Election Team provided feedback post-polls and requested that additional time or additional team members be considered in the 2026 event to reduce the pressure in transition to other facilities. They also recommended that a few more aids be provided by the establishments to improve the flow in those voting locations.

As identified in the [2022 Municipal Elections Procedures](#), the Returning Officer established a program for shut-ins (homebound electors) for the 2022 event. The program was made available during Election Day by appointment only with up to two designated Election Official assigned to administer the program. The Shut-Ins program was utilized by one elector and the feedback on the experience was very positive. Staff consider the availability of the program to be of added value, of minimal costs, and will consider opportunities to enhance the promotion of this program for homebound electors next election.

Voters' List

MPAC has the legislative responsibility of conducting enumeration and producing the Preliminary List of Electors (PLE) for each municipal election and by-election in Ontario.

The PLE is used by municipalities to create the final Voters' List and is delivered to the municipalities in August of an election year. MPAC refrained from identifying the gender of eligible electors, therefore, no statistical data will be provided in this regard.

From January to August 2022, residents across Ontario were encouraged to use the online [VoterLookUp](#) Tool to ensure their information was accurate and complete on the PLE prior to MPAC sending that information over to the municipality which would eventually be the Kirkland Lake Voters' List.

Once the PLE was delivered to the municipality, the Municipal Clerk corrected any obvious errors to create the Voters' List, including the removal of deceased persons from 2018 through to September 1, 2022 and then on a working basis through the advance polls and on Voting Day (October 24, 2022). The Municipal Clerk also verified long-term care/retirement home resident lists prior to September 1st and routinely thereafter as advance polls were conducted to ensure no duplicate elector information materialized.

A media campaign switching elector's attention from MPAC to the Town was made effective September 1st to through to Election Day on our media outlets, including through the dailies on the local radio station, in our local newspaper, in the Municipal Update, on the Town's 2022 Municipal Election Landing Page, the Town's Facebook Page and Instagram feed, posters at the local post-offices/corporate facilities, a remind on our corporate email signature disclaimers and posters, and available notices and pamphlets at Town Hall.

The Town's MPAC Representative provided the following statistics related to searches on VoterLookUp for Kirkland Lake during this period as follows:

- Searches: **232**
- Confirmations (on the List): **126**
- Name Additions: **27**
- Elector Updates: **14**
- Middle Name Updates: **8**
- Birth Date Updates: **0**
- Citizenship Updates: **3**
- Residency Change Updates (Resident/Non Resident): **0**
- School Board Support Updates: **4**

Concerns Raised about Voters' List during Polls

The Municipal Clerk noticed a considerable number of suspect situations from the required changes to the Voters' List.

As Returning Officer, the Municipal Clerk took a leadership role at the Changes and Additions table as this is historically a controversial topic post-election surrounding wait times, voter list accuracy, etc. The Municipal Clerk realized after reviewing the 2022

Additions and Changes to the Voters' List, that there was something amiss with the integration of the Town's 2018 data; it didn't seem to have been captured in this PLE. The Municipal Clerk reached out to MPAC post-election to obtain a rationale. The Town's MPAC Representative advise of the following:

"Below are also a few statistics that may [have] affected some of the accuracy of [the Town of Kirkland Lake's] PLE. [Below] is the post-election statistic for 2018, and Kirkland Lake did not provide a revision file. Unfortunately, this information was not captured if many tenants identified their residence."

PHASE 3	
POST-ELECTION REVISION PROCESSING	
Added	0
Deleted	0
Updated	0
Moved	0
Total changes to names data	0

The 2022 Revision File was submitted to MPAC by the deadline date. The following statistics were compiled for your information:

- Additions to the Voters' List (includes 3 LTCs): **592**
- Name Changes: **62**
- Address Changes (includes 3 LTCs): **254**
- Deleted Electors not at address as noted on PLEs (includes 3 LTCs): **164**
- Deleted Electors due to incomplete Birthdays: **99**
- Date of Birth Changes: **18**
- Residency Status Changes: **15**
- School Board Support Changes: **20**
- Deleted Deceased Electors: **236**
- Corporations Removed: **2**
- Deleted Duplicate Electors: **92**
- Deleted Elector Not Eligible to Vote: **1**
- Deleted Electors who moved: **2**

As of January 1, 2024, MPAC will no longer prepare the PLE, and this responsibility is being distributed to the Chief Electoral Officer for Elections Ontario. In preparation for the 2026 event, the Clerk's Office will review options to implement the use of a digital voters' list, for convenient electronic measures for voters to check if they are on the list, request they be added, or that their information be updated.

Candidates

Nominations were received from May 2 through to August 19, 2022. Nominations were received in-person by appointment only at Town Hall. Each nominee/candidate was provided with a Nomination Binder with information on key dates, campaign finance

information, various guides, copies of forms, policies and by-law, campaign launch requirements, and additional resources.

The Municipal Clerk received 17 nominations for council candidates and the offices of English Separate and English Public School Board Trustees.

The Clerk in Temiskaming Shores received one (1) nomination for French Separate School Board Trustee for the Zone representing Kirkland Lake electors.

The Clerk extended the Call or Nomination for the French Separate School Board; however, it generated no interest, and the position was filled by the Board post-election.

Election Sign By-Law

The Municipal Clerk started receiving reports of unlawful elections signs approximately mid-June.

On July 15th the Municipal Clerk made a ruling based on the interpretation of the by-law that no elections signs should be placed anywhere on either public or private property until September 9th. After several internal and external communications, the Municipal Clerk obtained a legal opinion to remove any potential elections challenges over signage.

From the opinion, it was noted that that there appeared to be an inadvertent oversight in the drafting of the by-law, being the insertion of two different terms or ill described completely, and it is unclear if it was intentional or not. That in the spirit of fairness and past practices, the legal direction provided to nominees warranted to be amended as follows:

- Elections signs may be placed posted or erected on private property effective immediately.
- Elections signs may be placed on municipal property from September 9th onwards. That the definition of “Municipal Property” is defined as any property that is owned by the Town of Kirkland Lake or that of its’ agencies, boards and commissions, including road allowances and municipal utility poles.

As such, the Municipal Clerk amended the initial ruling and advised all candidates.

On September 9th, after receiving complaints in various formats without proof, the Municipal Clerk requested all complaints be made in writing moving forward to assist in the investigations of contravention. A series of formal sign complaints with photographic evidence materialized. By-Law Enforcement were tasked to investigate each complaint. Some signs were removed, some were picked up by candidates and others were left at Town Hall for pick-up. Inquiries on the vandalism of signs were redirected to file formal complaints with the OPP for mischief (personal property).

Despite directives supplied prior to the first day of Advanced Polls and the Friday prior to Voting Day, the Municipal Clerk had to message candidates to remove their sign on the in front of polling stations.

A recommendation is being requested for direction to update the Election Sign By-Law and to schedule a Public Meeting to allow public participation in the discussion of same.

From the concerns that were raised, and in keeping with the legal opinion received, clearer definitions of private and public property need to be established, the removal of cost-prohibitive language surrounding sign sizing; the establishment of clearer timing of the placement of signs; the creation of an enforceable enforcement section; the inclusion of clear notations whom is giving the delegated authority and under which authority; and the establishment of penalties for non-compliance which can be tried under the *Provincial Offences Act*.

Election Officials

Garnering interest from the general public to participate in the 2022 events was a very challenging exercise. The Clerk's Office published a call in May and by mid-August, municipal staff were approached to assist.

There were 25 election officials (17 staff and 8 members of the public) that assisted in the administration of the 2022 event. Election Officials were required to attend one half-day of specialized training. They were provided with a Guide on their assigned roles and responsibilities; they received hands-on training on the Voters' List, the forms and the processes involved in assisting electors cast their ballots in the election. They also received a quick reference guide, and before the opening of all polls, received a refresher on the important key information from the Municipal Clerk onsite. One-on-One training was provided to those who missed group training. All Election Officials received accessible customer service standards training and participated in a Quiz.

Many Election Officials offered their feedback regarding their experience and suggestions in preparation of the next election. One of the most significant lessons learned relating to Elections Officials is providing them with a full day of training rather than a portion.

The Clerk's Office received expressions of concern from certain electors that they had received an incorrect ballot based on the data on the Voters' List. In the conduct of an investigation post-election, it appears that human error did occur; however, 1 error was found out of 10 requested searches. The Returning Officer did not identify a pattern of negligence.

Effective and comprehensive training of election workers is essential to the operation of each voting place and polling station. For the 2026 event, we are committed to enhancing our training program to host full day election training including a mock-election; and to again, pair public members with staff who have had past experience in the designated roles.

The training of Election Officials was conducted by intentional design; municipal staff were designated as Deputy Returning Officers, and as they attended the Advance Polls, they were able to garner 3 events of experience to be able to better assist the Polling Clerks, who were predominately comprised of public members during Voting Day (Election Day).

The Municipal Clerk has identified that certain Election Officials will not be re-invited to participate due to concerns over performance and conduct during the 2022 event.

Voting Day (Election Result Process)

The Voting Place closed at 8 PM sharp. The Municipal Clerk assisted the Deputy Returning Officer with the tabulation of all Memory Cards associated with the election event, which also required to close the polls to obtain the results for all the Advance Voting Polls held.

Challenge: The Memory Card for the Advance Vote Poll of October 8th slid through the memory slot of Vote Tabulator 2 and remained “free floating” in between the slot and the interior housing of the Vote Tabulator. This caused a 28-minute delay in rendering the election results.

The remaining Advance Vote Poll Memory Card of October 11th was run through Vote Tabulator 1 to avoid any further tabulation procedure delays.

At the direction of the Returning Officer, the ES&S onsite representative was able troubleshoot for the successful extrication of Memory Card. The Advance Vote Poll Memory Card of October 8th was then entered into Vote Tabulator 1. The Municipal Clerk closed the poll, and then verified that the total number of ballots processed reconciled with the number which was taken when the machine was turned off on October 8th. All printed results were tallied in the final count that rendered the unofficial results of the 2022 Municipal and School Board Elections.

During this time, Deputy Returning Officers assisted Polling Station Clerks in the reconciliation of ballots at their respective polling stations and aided in securing all supplies for return transport to Town Hall, including polling supplies, tabulators and ballot boxes.

[Unofficial Results](#) were posted at the Voting Location and provided to all candidates who were signed-in and in attendance at the Legion.

The Town’s Communication Officer then shared the Unofficial Results on the Town’s website, with all requesting agencies, news outlets, the local MP and MPP Offices. The Municipal Clerk sent notices to the English Public School Board contact, updated the AMO Portal and pre-populated the Ministry of Municipal Affairs and Housing worksheet.

The [Certificate of Election Results](#) and [Declaration of Elected Candidates](#) were published at Town Hall and circulated to all those noted above, including all the Candidates before 11 AM on Tuesday, October 25, 2022. The Results were also published on the Town’s

website, in October's version of the Municipal Update and on the Town's social media outlets. Local and regional news covered the unofficial and official results.

Preferred Method of Vote for 2026 Survey

Once an elector cast their ballot, either at an Advanced Poll or at one of the Polls on Election Day (incl. Legion, TPR, KLDH, Extendicare, Shut-Ins), electors were provided with the opportunity to participate in a survey surrounding their preferred method of vote for the 2026 elections. The survey was completed with 1,285 respondents and consisted of the following question:

"If the Town of Kirkland Lake entertained a telephone/internet voting method in 2026, which one would you be likely to use:

a) Telephone/Internet

OR

b) Traditional Method (in Person)"

It was the first time a survey like this was conducted at [polling locations](#) in Kirkland Lake. This provided an opportunity for the Returning Officer to gather some baseline data and overall feedback from eligible electors, rather than polling the entire community which would be comprised of ineligible voters. The results of the survey are below:

Location of Survey	Method of Vote A Telephone/Internet	Method of Vote B Traditional (in Person)	Weather/Factors
Advanced Poll 1 Legion October 5 (Wed)	53 electors	86 electors	Sun and Cloud in AM; Sunny afternoon 11 - 23 °C
Advanced Poll 2 Legion October 8 (Sat)	79 electors	77 electors	Overcast, rain. 0 - 5 °C *Venue experienced heating challenges for approx. 2 hrs upon opening poll
Advanced Poll 3 Riverside Community Centre (Swastika)	39 electors	14 electors	Sunny afternoon; Clear evening 17 - 8 °C

October 11 (Tue)			
Location of Survey	Method of Vote A Telephone/Internet	Method of Vote B Traditional (in Person)	Weather/Factors
Voting Day Legion/LTC Facilities/Shut-Ins October 24 (Mon)	541 electors	396 electors	Sunny morning and afternoon; cloudy overcast evening 18 - 15 °C
TOTAL	712 electors 42%	573 electors 34%	395 non-participants 24%
*Percentages based on number of voters who cast a ballot in the 2022 elections (1,680)			

Weather a Factor?

A common reoccurring note on polling days was that the weather could have impacted the results. As such, we provide you with a link to the climate during those hours of the polling station (source: [TimeandDate.com](https://timeanddate.com)).

Method of Vote Comments throughout the Election period

Other comments made or discussion points on the method of vote noted by the Municipal Clerk during the duration of the election period (May through to October):

- Offering internet/telephone could remove barrier for electors with physical ability challenges.
- Internet/telephone voting could allow for the working class, miners/out of Town workers/ Non-residential or seasonal electors to cast their vote from anywhere.
- Hybrid methods (employing both methods internet/telephone and traditional with vote tabulators) will increase the cost to the taxpayer.
- Non-trusting of technology and concerned for cyber-attacks*.
- Offering Internet voting brings the Town that much closer to private sector service levels.
- Lack of connectivity at my residence that would not allow me to vote.
- Lack of knowledge or desire to learn how to use telephone/internet voting.
- The traditional method is “tried, tested and true”.

* A reoccurring concern from the [survey results](#) presented in November 2021.

Clerk Recommendation on Method of Vote

The recommendation sought surrounding the determination of an alternate method of vote for the Town of Kirkland Lake at this time is to allow the Returning Officer the opportunity to conduct fulsome research on the implementation of alternative voting methods, the opportunity to go out to tender or request information, the opportunity for the Town to make updates to its procurement processes, and to allow the Municipal Clerk to engage in a review of the Town's technological landscape prior to making a recommendation in the engagement of an alternative voting method for 2026.

All preparatory election related reports for the 2026 event will be forthcoming to Council commencing in Q1 of 2025. If it is Council's future direction to effect a change in the method of vote, a year of education and public engagement has been effective in bringing successful voter engagement and awareness to electors interested in exercising their democratic right.

OTHER ALTERNATIVES CONSIDERED

Not Applicable.

FINANCIAL CONSIDERATIONS

In 2022, through Administration's Election portion of the Operating Budget, a supplemental contribution of \$26,775.00 was requested and approved to complement the transfer of \$21,000.00 which was established in the Election Reserve Fund. In total, there was \$47,775.00 budgeted dollars for the 2022 Municipal and School Board Elections.

An overage was built-in to the budget due to the possibility of having to pay a premium (US funds conversion) to obtain tabulators due to the volatility of the market at the time of budget preparations and going out for quotations.

An overage was also built-in the budget for the integration of [VoterView](#), an electronic application designed in providing election officials with an electronic Voters' List (and all other electoral information) which integrates and removes almost all* manual processes in correcting and updating the Voters' List, reports, non-election year tracking, and the automation of final reports to provincial authority (then MPAC). VoterView maximizes the time and resources between the period of August to October when the Clerk's Office is at its peak output levels. Given that Administration had no frame of reference on the electronic aptitude of past volunteers and knowing that the delivery of the Voters' List would be presented potentially in a different medium by the new provincial entity (Elections Ontario) in 2026, a pause was made in the digitization and streamlining of the Voters' List.

**except the completion of the Form EL15 – Application to Change the Voters' List*

Historically, a \$5,000.00 contribution is made to the Election Reserve Fund annually to offset the total funds required to deliver and administer the municipal and school board elections. In the year of the election, the balance forecasted is accounted for in Operating Budget under a series of Cost Centres associated with Administration's Election General Ledger.

Due to increasing costs related to inflation, supplies, materials, staffing resources, unknown resource requirements for the change in the delivery of the Voters' List, and factoring in the potential for a hybrid voting method, Administration will be requesting to increase the annual contribution to \$10,000.00 resulting in a total of \$30,000.00 earmarked in the Election Reserve Fund by December 31, 2025. Depending on the fiscal climate, Administration will likely prepare for the balance of a total of \$45,000.00 (\$15,000.00 as part of the 2026 Operating Budget) for the 2026 Municipal and School Board Elections.

As the 2022 expenses identified a surplus (approx. \$11,000.00) from the budget projections, it is being recommended that the surplus be recommitted to the Election Reserve fund for the 2026 Municipal and School Board Elections.

After consultations with the Treasurer, the Municipal Clerk is seeking direction to create a Compliance Audit Reserve Fund to allow budgeted dollars to be committed for future election events should they not be used in the election period they were saved for. This provides for potential future compliance audit activities and audit fees which are legislatively required.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Transparency

Goals: Provide Outstanding Service

Objectives: Implement Sustainable Service Delivery, Develop Better Communications & Enhanced Openness and Transparency; Improving Health and Safety for Staff & the Public

ACCESSIBILITY CONSIDERATIONS

The Town continues to make reasonable efforts to ensure that its policies, practices, and procedures are consistent in providing quality goods and services that are accessible to all persons. We will continue to promote an inclusive community that is dedicated to pursuing healthy and balanced lifestyles for everyone which speaks to the Town's commitments in delivering exceptional municipal customer service standards, including during municipal and school board elections.

CONCLUSION

As noted in the Report, debriefs were conducted with Election Officials and the noted feedback in the 2022 event will be considered and addressed by the Returning Officer in preparation for the 2026 Kirkland Lake Municipal and School Board Elections.

CONSULTATIONS

Chief Administrative Officer

Director of Corporate Services

Treasurer

2022 Candidates

2022 Kirkland Lake Election Team

Town of Kirkland Lake Electors

ATTACHMENTS

Attachment 1 – Historical Breakdown of Election Results 1980 to Present

Town of Kirkland Lake Elections Results (1980 - Present)



Mayors				Councillors			
2022 Total Voters	1680						
Snow, Don	679	40.42%		Broderick, Jamie	426	25.36%	
Wight, Stacy	964	57.38%	1st Term	Dikens, Dolly	990	58.93%	1st Term
				Duclos, William	160	9.52%	
				Johnston, Bob	496	29.52%	
				Kiely, Patrick	773	46.01%	2nd Term; 1 Term Mayor
				Mastrilli, Sebastian	659	39.23%	
				Owen, Rick	921	54.82%	2nd Term
				Owens, Casey	1069	63.63%	2nd Term
				Ranger, Janice	1194	71.07%	1st Term
				Shaba, Lad	1175	69.94%	2nd Term (Partial)

Mayors				Councillors			
2018 Total Voters	2651						
Kiely, Pat	1875	70.73%	1st Term	Adams, Patrick	1467	55.34%	1st Term
Morgan, Todd	720	27.16%		Belanger, Rheal	235	8.86%	
				Breault, Albert	838	31.61%	
				Ivanov, Eugene	1543	58.20%	1st Term
				Monery, Bill	887	33.46%	
				Owen, Rick	1500	56.58%	1st Term
				Owens, Casey	1089	41.08%	1st Term
				Perrier, Dennis	1202	45.34%	1st Term
				Romain, Michael	339	12.79%	
				Roman, Jim	690	26.03%	
				Shaba, Lad	1060	39.98%	Filled vacancy held by Perrier Nov 17, 2020
				Snowdon, Andrew	779	29.39%	
				Wight, Stacy	1487	56.09%	1st Term

2014 Total Voters	3229						
Antoniuzzi, Tony	1622	50%	1st Term	Barker, Thomas	1506	47%	2nd and last
McCann, Ken	1565	48%		Breault, Albert	713	22%	
				Chamailard, Jean-Guy	1314	41%	2nd and last
				Clark, Bryan	1172	36%	
				Clarke, Kate	723	22%	
				Del Villano O'Connor, Liana	444	14%	
				Dudgeon, Bruce	555	17%	
				Kiely, Patrick	1530	47%	1st then Mayor
				Lang, Kris	588	18%	
				Levinski, Perry	656	20%	
				Mino, Norm	1198	37%	5th and last
				Morgan, Todd	1360	42%	5th and last
				Ng, Eleanor	963	30%	
				Perrier, Dennis	1027	32%	
				Roman, Jim	1321	41%	1st and last
				Snowdon, Andrew	500	15%	
				Yade, Bruce	496	15%	

2010 Total Voters	2728						
Enouy, William	2006	74%	4th Term	Adams, Sylvie	1458	53%	
Suykens, Karen	644	24%		Antoniuzzi, Tony	2303	84%	3rd then Mayor
				Barker, Thomas	1533	56%	1st Term
				Chamailard, Jean-Guy	1658	61%	1st Term
				Clarke, Eric	811	30%	
				Dybczak, Frank	181	7%	
				French, Allan	1787	66%	5th and Last
				Mino, Norm	1927	71%	4th Term
				Morgan, Todd	1871	69%	4th Term
				Welch, Corey	269	10%	

2006 Total Voters	2214						
Enouy, William	ACCLAIMED		3rd Term	Antoniuzzi, Tony	1551	70%	2nd Term
				Cunningham, Linda	1159	52%	4th and Last
				Emms, Richard	1083	49%	1st and Only
				Folusewych, John	505	23%	
				French, Allan	1396	63%	4th Term
				Johnson, Janine	794	36%	
				MacDonald, Robert	811	37%	
				MacDonald, Russell	182	8%	
				Mino, Norm	1127	51%	3rd Term
				Morgan, Todd	985	44%	3rd Term
				Taylor, Jim	846	38%	
				Weisflock, Don	799	36%	

2003 Total Voters	2730						
Enouy, William	ACCLAIMED		2nd Term	Antoniuzzi, Tony	2070	76%	1st Term
				Crema, Martin	1305	48%	
				Cunningham, Linda	1538	56%	3rd Term
				French, Allan	1886	69%	3rd Term
				MacDonald, Robert	806	30%	
				Mino, Norm	1401	51%	2nd Term
				Morgan, Todd	1440	53%	2nd Term
				Taylor, Jim	1356	50%	
				Weisflock, Don	1369	50%	5th and Last

Mayors				Councillors	
2022 Total Voters	1680				
Snow, Don	679	40.42%	Broderick, Jamie	426	25.36%
Wight, Stacy	964	57.38% 1st Term	Dikens, Dolly	990	58.93% 1st Term
			Duclos, William	160	9.52%
			Johnston, Bob	496	29.52%
			Kiely, Patrick	773	46.01% 2nd Term; 1 Term Mayor
			Mastrilli, Sebastian	659	39.23%
			Owen, Rick	921	54.82% 2nd Term
			Owens, Casey	1069	63.63% 2nd Term
			Ranger, Janice	1194	71.07% 1st Term
			Shaba, Lad	1175	69.94% 2nd Term (Partial)

Mayors				Councillors	
2000 Total Voters	5090				
Denton, Richard	1805	35%	Beard	1714	34%
Enouy, William	3285	65% 1st Term	Boulley, Emile	1224	24%
			Breault, Albert	764	15%
			Bukowski	1161	23%
			Coghlan, Brian	2357	46% 4th and Last
			Colpitts	801	16%
			Cunningham, Linda	2361	46% 2nd Term
			Durocher	1572	31%
			Fortin Adams, Sylvie	579	11%
			French, Allan	3057	60% 2nd Term
			Gamble	1600	31%
			Irvine, Lorrie	1241	24%
			Menard	1008	20%
			Mino, Norm	1752	34% 1st Term
			Morgan, Todd	2316	46% 1st Term
			Munn, Eric	1588	31%
			Walters	262	5%
			Weisflock, Don	2851	56% 4th Term

1997 Total Voters	4227				
Coghlan, Brian	1497	35%	Cunningham, Linda	1842	44% 1st Term
Denton, Richard	2123	50% 1st Term	Doyon	1154	27%
Kasner, Robert Jr.	607	14%	Enouy, William	2504	59% 3rd then Mayor
			French, Allan	1989	47% 1st Term
			Goard	1715	41%
			MacDonald, Robert	1768	42% 1st and Only
			Miko	1706	40%
			Moreau	965	23%
			Morgan, Todd	1669	39%
			Taylor, William	1788	42% 8th and Last
			Van Ooyen, Peter	1650	39%
			Weisflock, Don	2010	48% 3rd Term

1994 Gamble, Sam	1241		Baird, Millie	1550	
Mavrinac, Joe	2593	6th and Last	Coghlan, Brian	2278	3rd Term
			Denton, Richard	2580	1st then Mayor
			Kasner, Robert Jr.	1922	1st and Only
			Pysklywec, Russ	1124	
			Taylor, William	2307	7th Term
			Van Ooyen, Peter	1957	1st and Only
			Weisflock, Don	2177	2nd Term
			Yee, Steve	1755	

1991 Epps, John	2113		Baird, Millie	2669	8th and Last
Mavrinac, Joe	2842	5th Term	Coghlan, Brian	2375	2nd Term
			Demarais, Luc	664	
			Forbes, Carl	1051	
			Gamble, Sam	2086	4th and Last
			Gamble, Susan	1984	1st and Only
			Hodgins, Joan	934	
			Louie, Dan	1607	
			Morin, J.J.	646	
			Novak, Frank	2908	3rd and Last
			Richards, Roger	821	
			Sorochan, Wally	751	
			Van Ooyen, Peter	1521	
			Weisflock, Don	1963	1st Term
			Yee, Steve	1594	

1988 Havrot, Ed	2003		Baird, Millie	2888	7th Term
Mavrinac, Joe	2440	4th Term	Ball, Linda	3237	2nd and Last
			Enouy, Bill	2978	2nd Term
			Gamble, Sam	2431	3rd Term
			Irvine, Ruth	1742	
			Mino, Jean	1368	
			Novak, Frank	2784	2nd Term
			Taylor, Bill	2934	6th Term

Mayors				Councillors			
2022	Total Voters	1680					
	Snow, Don	679	40.42%	Broderick, Jamie	426	25.36%	
	Wight, Stacy	964	57.38% 1st Term	Dikens, Dolly	990	58.93% 1st Term	
				Duclos, William	160	9.52%	
				Johnston, Bob	496	29.52%	
				Kiely, Patrick	773	46.01% 2nd Term; 1 Term Mayor	
				Mastrilli, Sebastian	659	39.23%	
				Owen, Rick	921	54.82% 2nd Term	
				Owens, Casey	1069	63.63% 2nd Term	
				Ranger, Janice	1194	71.07% 1st Term	
				Shaba, Lad	1175	69.94% 2nd Term (Partial)	
Mayors				Councillors			
1985	Mavrinac, Joe	2569	3rd Term	Baird, Millie	2015	6th Term	
	Pysklewec, Russ	1301		Ball, Linda	2562	1st Term	
				Chouinard, Lou	540		
				Enouy, Bill	1919	1st Term	
				Gamble, Sam	1515	2nd Term	
				Goldstein, Myer	868		
				Klockers, Paul	938		
				Korhonen, June	923		
				Kramp, Mary	483		
				Majors, Ed	671		
				Novak, Frank	1426	1st Term	
				Poloni, Tony	1239		
				Scott, Carole Ann	439		
				Taylor, Bill	2016	5th Term	
				Wyatt, Dennis	690		
1982	Mavrinac, Joe		2nd Term	Ancell, R.		2nd Term	
				Baird, Millie	All Positions	5th Term	
				Coghlan, Brian	Acclaimed	1st Term	
				Gamble, Sam		1st Term	
				Poloni, Tony		1st and Only	
				Taylor, Bill		4th Term	
1980	Hamilton, Gordon	686		Ancell, R.	3406	1st Term	
	Mavrinac, Joe	3225	1st Term	Baird, Millie	2804	4th Term	
	O'Connor, Gerry	1381		Johnston, Stan	3029	2nd + 3 as Mayor	
				Nelson, Harold	2276		
				Sokoloski, Wayne	2881	1 and Only	
				St. Cyr, L.	2432		
				Taylor, Bill	3038	3rd Term	
				Theberge, C.	3122	1st and Only	

REPORT TO COUNCIL

Meeting Date: 24/01/2023

Report Number: 2023-CLK-002

Presented by: Jennifer Montreuil

Department: Corporate Services

REPORT TITLE

2022 Post-Election Accessibility Report

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2023-CLK-002 entitled “**2022 Post-Election Accessibility Report**” be received for information.

INTRODUCTION

Section 12.1(3) of the *Municipal Elections Act*, 1996, indicates that the Clerk shall prepare a report within 90 days after voting day in a regular election, about the identification, removal and prevention of barriers that affect electors and candidates with disabilities.

The Municipal Elections Act also identifies that such a report be made available to the public.

DISCUSSION

The Town of Kirkland Lake is a community that respects the dignity and rights of persons with disabilities and endeavors to promote a barrier-free and inclusive community.

The focus of the 2022 Post-Election Accessibility Report is to evaluate the accessibility of the electoral services offered by outlining the actions taken regarding the identification, removal and prevention of barriers that affected electors and candidates with disabilities and how these actions impacted their voting experience

The Clerk's Office and Election Officials strived to make the 2022 Municipal and School Board Elections accessible and inclusive through the implementation of the following initiatives, as they relate to the identification, removal, and prevention of barriers to candidates and voters with disabilities.

Election Preparation

In preparation for the 2022 Municipal and School Board Elections, the Timiskaming District Clerks met, reviewed the relevant legislation, and implemented a number of initiatives to ensure compliance.

As required by the *Municipal Elections Act*, the Returning Officer prepared a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with a disability. It was drafted to confirm that the needs of the community were being met and made the plan available to the public before Election Day by posting on the Town's Website and providing same to all candidates upon registration.

Upon requests from persons with limited abilities, Clerk's Office staff provided copies of election documents, or the information contained in the document, in a format that considered the person's needs, where possible.

The [Town's Election Landing Page](#) was designed to be both informative and accessible, and updated daily as additional information became available. The site was compliant with WCAG 2.0 Level A guidelines and allowed for personal assistive technologies and the adjustment of colour and font. All information was placed in distinct sections to promote ease of use, accessibility, and transparency. The information available online used clear and simple language and was continuously updated to reflect the most recent election developments and information. Staff collaborated with community advocates to disseminate election information to persons with disabilities.

Nursing and long-term cares homes were attended by the Returning Officer and Election Officials who were designated to be on-site on Election Day to present key information regarding the 2022 Municipal and School Board Elections and discuss voter assistance processes as established in procedures. Staff also attended specific institutions to assist electors including Extendicare, Teck Pioneer Residence, and the Hospital.

Two versions of the plan were circulated; Version 1 (Attachment 1) which was published on April 29, 2022 and Version 2 (Attachment 2) which included a visual diagrams of the advance and election day polling locations as a results of Site Audit Inspection conducted by the Returning Officer (Municipal Clerk) and Director of Community Services which was published on September 26, 2022 and circulated to all certified candidates prior to the first day of Advanced Voting (October 5, 2022).

The Site Audit Inspections were critical in ensuring that the facilities had barrier-free paths of travel from the parking lots, sidewalks, and travel inside to the voting location, barrier-free parking, door operators or accessible doors, adequate lighting, and adequate slope and surface. They prioritized the identification of voting location access routes and entrances by providing appropriate internal and external signage, ensuring that voters with accessibility needs were directed to the accessible voting entrance through

prominent signage, and making the accessible entrance the same as the main entrance where possible.

To elaborate, once the planned strategies and actions were undertaken, the Returning Officer continued to monitor the applicable legislation, standards and deadlines and look to relevant Court decisions to ensure that any new requirements were incorporated in the Plan and considered in the implementation of the 2022 Municipal and School Board Elections.

During Advanced & Voting Day Periods

During advanced, alternative, and voting day poll periods, personal assistive devices were permitted at the various voting locations, such as wheelchairs and walkers. Support persons and service animals were welcomed, and assistance was offered to voters at every stage of the voting process, including being greeted at the door, making any necessary amendments to their information on the Voters' List, and casting their ballot. Chairs and magnifiers were available for voters with limited physical abilities to sit at while they either waited or completed their ballot. Staff accommodated those with visible discomfort with a "one-stop" completion of the process. Forms and oaths were printed in large font to assist voters with low vision, and Election Officials read and signed oaths upon voters' requests.

Accessible Customer Service Feedback Forms (Attachment 3) were available at each voting location held in the Town of Kirkland Lake.

Identification of Barriers

The Municipal Clerk consulted with area Clerks, past Election Staff and the 2018 Post-Election Report regarding election related accessibility initiatives.

- An accessibility checklist was developed and used during site inspections of potential voting locations.
- All voting equipment was evaluated and assessed by the Town and vendor to ensure it met the needs of voters with disabilities.
- A demonstration of all voting equipment was made available to all candidates wishing to review same.
- A risk analysis of past administrative practices was performed and identified potential risk to accessibility needs. As a result, strategies were developed to minimize these risks during the 2022 election.

REMOVAL AND PREVENTION OF BARRIERS

Information and Communication

Clerk's Office staff underwent the following initiatives to ensure communication practices were inclusive:

- Information surrounding the accessibility of the 2022 Municipal and School Board Elections commenced in April 2022 when the municipality created its Election webpage, secured the contract with its vendor for Tabulator and AutoMark technology and in confirming the official sites for holding advanced and voting poll locations. This information was included in the April and July mailing of Tax and Water bills.
- All election information was advertised to be available in an alternative format upon request.
- All related information was posted to the Town's website and all social media outlets.
- An email account was utilized for receiving and addressing feedback.
- Our nursing homes, retirement facilities and long-term care staff assisted in circulating election information to its eligible residents.
- All signs posted at voting locations were designed following accessible signage guidelines.

Voting Locations

- Site inspections were performed by the Municipal Clerk and Director of Community Services at all potential voting locations.
- Accessibility checklists were completed for each location and were published on the Town's website.
- Service animals and support persons were permitted in all voting locations.
- All posted signs at voting locations were designed following accessible signage guidelines.
- All voting locations provided sufficient designated accessible parking spaces and appropriate indoor and outdoor lighting.
- Election Officials were instructed to monitor accessible entrances and provide assistance to voters experiencing difficulty entering the building.
- Voting opportunities were provided at institutions, in which twenty or more beds are occupied by persons who are disabled, chronically ill or infirm.

Voting Methods

- AutoMark ballot marking technology and an Election Aid was provided on Election Day offering all electors the opportunity to vote independently by touch screen, braille ballot and audio-tactile keypad.
- Voting locations were equipped with tools and resources such as magnifying tools for persons with visual disabilities.
- Election staff provided support, as requested, for all persons with varying abilities.
- Upon appointment, Election staff attended to shut-ins on Election Day within the electoral boundary to allow those with high mobility issue an opportunity to cast their ballot.

Election Staff Training

- Election accessibility training incorporated information relating to the training requirements set out in the *Accessibility for Ontarians with Disabilities Act*, 2005 with a focus on assisting voters through the election process at the voting locations. A quiz was taken by all Election Staff involved in the 2022 Municipal and School Board Elections.
- Prior to participating in elections training, Town of Kirkland Lake Staff who participated as Election Officials had all completed mandatory orientation training on the *Accessibility for Ontarians with Disabilities Act* and the Town's Customer Service Policy and how to serve persons with disabilities.
- Election Officials were mandated to attend a training session which highlighted best practices on how to assist voters. This included assisting voters with disabilities, and the accommodations and special services available to assist voters. Scenario-based training also allowed Election Officials to consider scenarios specific to persons with disabilities, including voters bringing a service animal or support person to a voting location and voters in a mental health crisis, voters who experience visual and mobility abilities, and those who would have required assistance in reading and signing oaths.

Public Feedback

- The Town encouraged feedback from the public. Feedback will continue to be received until the next election.
- Very minimal feedback was received.
- During advanced voting up and until the close of voting day, election staff received various notes from certain elector aids identifying that electronic voting could facilitate ease of voting for persons with mobility issues.

- Observations were noted throughout the advanced and voting day polls by the Municipal Clerk who will investigate alternative options for marking ballots (filling bubble, marking with an X, “dabber” style selection) in the next election.
- On October 24, 2022, a voter requested that additional space between the privacy blind and the table be considered to mark the ballot in future elections. Staff noted the feedback for consideration in the 2026 Municipal Election. The voter was notified of such direction.

Next Steps

All comments received regarding improving the deliverance of election services relating to accessibility needs will be taken into consideration during the implementation stages for the 2026 municipal election.

OTHER ALTERNATIVES CONSIDERED

Not Applicable.

FINANCIAL CONSIDERATIONS

The Financial aspects of the Town’s standard accessibility practices undertaken in the 2022 Municipal and School Board Elections were incorporated into the 2022 Operating Budget, including administrative resources to conduct inspections, remedy any barriers, preparing the schematics of the voting locations, together with the rental and purchase of accessible materials and equipment.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Transparency

Goals: Provide Outstanding Service

Objectives: Implement Sustainable Service Delivery, Develop Better Communications & Enhanced Openness and Transparency; Improving Health and Safety for Staff & the Public

ACCESSIBILITY CONSIDERATIONS

The Town continues to make reasonable efforts to ensure that its policies, practices, and procedures are consistent in providing quality goods and services that are accessible to all persons. We will continue to promote an inclusive community that is dedicated to pursuing healthy and balanced lifestyles for everyone which speaks to the Town’s commitments in delivering exceptional municipal customer service standards, including during municipal and school board elections.

CONCLUSION

It is Administration's conclusion that the Town of Kirkland Lake met the goal of ensuring that electors within the municipality who required accessibility services were provided the best opportunity to vote as independently as possible in the 2022 Municipal and School Board Elections. Staff strived to make the nomination and registration process as accessible as possible for candidates and third parties. Debriefs have been conducted with Election Officials and feedback regarding the accessibility of the election will be considered by the Municipal Clerk in preparation for the 2026 municipal and school board elections.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Town of Kirkland Lake Electors

2022 Kirkland Lake Election Team

ATTACHMENTS

Attachment 1 - 2022 TKL Election Accessibility Plan - Version 1

Attachment 2 - 2022 TKL Election Accessibility Plan - Version 2

Attachment 3 - 2022 TKL Accessible Customer Service Feedback Form



The Corporation of the Town of Kirkland Lake
Election Accessibility Plan 2022



The policies, procedures and forms described in this document are subject to change at the discretion of the Municipal Clerk.

For information or assistance, please contact:

Jennifer Montreuil, Municipal Clerk

Returning Officer

Telephone: 705-567-9361 Ext. 238

Email: vote@tkl.ca

Website: https://www.kirklandlake.ca/2022_elections

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1. Overview

1.1 Introduction

The Election Accessibility Plan supports fair, full and equal access to electoral services for persons with disabilities. The principal focus of this plan is to provide appropriate and accessible services to electors, candidates and staff during the 2018 Municipal Elections by:

- providing accessible electoral services to electors and candidates;
- identifying and eliminating barriers for persons with disabilities;
- providing services that respect the dignity and independence of electors with differing abilities;
- conducting the election in a manner that ensures that persons with differing abilities are able to vote independently and privately with access to voting assistance if required; and
- creating a positive voting experience.

The Municipal Clerk's Office will continue to learn, develop and adjust our approaches in order to meet the needs of persons with disabilities.

The review of accessibility issues and initiatives and addressing barrier prevention or removal is an ongoing practice. This plan may be improved and updated as new opportunities are identified or become available.

1.2 Municipal Elections Act

The Municipal Clerk is responsible for conducting municipal elections and establishing policies and procedures to ensure that all electors have the opportunity to fully participate in the 2022 municipal election.

The Municipal Elections Act, 1996, as amended, states the following:

- 12.1(1) A clerk who is responsible for conducting an election shall have regard to the needs of electors and candidates with disabilities.
- 12 (2) The clerk shall prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before voting day in a regular election.
- 12 (3) Within 90 days after voting day in a regular election, the clerk shall prepare a report about the identification, removal and prevention of barriers that

affect electors and candidates with disabilities and shall make the report available to the public.

- 41 (3) The clerk shall make such changes to some or all of the ballots as he or she considers necessary or desirable to allow electors with visual impairments to vote without the assistance referred to in paragraph 4 of subsection 52 (1).
- 45 (2) In establishing the locations of voting places, the clerk shall ensure that each voting place is accessible to electors with disabilities.

1.3 Accessibility for Ontarians with Disabilities Act

The Accessibility for Ontarians with Disabilities Act 2005, as amended, (“AODA”), includes the following definitions:

“barrier” means anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice; (“obstacle”)

“disability” means,

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997; (“handicap”)

1.4 Election Accessibility Plan (the “plan”)

This plan was initially developed in consultation with Community Living Kirkland Lake, and will provide an overview of the following items:

- developing and providing accessibility training to all election officials;
- providing information to voters and candidates in an accessible method;
- ensuring all voting locations are accessible to electors with differing abilities;
- assisting candidates and electors with differing abilities; and
- continuing to consult with individuals and groups knowledgeable in providing services to persons with differing abilities to better understand their needs.

2. Training

Appointed election officials will undergo training on accessible election equipment and assisting electors with a disability, including how to interact and communicate with persons with various types of disabilities including difficulties reading and writing, hearing, talking, walking, and with persons who use an assistive device or require the assistance of a service animal or support person.

3. Election Information, Communications and Limitations

Information is available in an alternative format upon request.

This plan and other information regarding accessibility will be provided to candidates and registered third party advertisers and posted on the Town’s website.

Information on the 2022 Municipal Election is available in printed format from the Municipal Clerk’s Office or electronically at:

Email: vote@tkl.ca

Website: www.kirklandlake.ca/2022_elections

3.1 Limitation on Candidate and Third Party Disability Campaign Expenses

Expenses which are incurred by a candidate with a disability that are directly related to the disability, and which would not have been incurred except for the purpose of running for an office in the election, to which the expenses relate, are excluded from the permitted spending limit for the candidate.

3.2 Notice of Temporary Service Disruption

If a temporary disruption in the delivery of election information or services occurs, notice will be posted on the Town's website and in the local media. The notice will include the reason for the disruption, the expected duration and alternative methods of delivering the information or service. Every effort will be made to provide alternative methods of delivering the information or service to persons with differing abilities.

4. Accessible Voting Locations

In order to ensure that each voting location is accessible to electors with differing abilities, an accessible voting location inspection/checklist has been prepared in order to evaluate each voting location. The accessibility checklist includes the assessment of the following:

- parking areas;
- exterior walkways and ramps;
- entrances and hallways;
- elevators/stairways (if applicable);
- fire exits;
- general layout and services;
- public washrooms;
- facility signage and information systems;

Upon completion of the inspection/checklist, a list of any barriers which have been identified will be reviewed to determine if they can be modified to accommodate electors with differing abilities or if an alternative location is required.

4.1 Voting Assistance

On Voting Day (October 24, 2022), election officials will accommodate all electors requesting assistance. All election workers take an "Oath of Secrecy" for this purpose. An election official in the voting location can assist the voter in casting their vote, or an elector may request that a person of their choosing assist them in marking their ballot. That individual will be required to take an "Oath of Secrecy" prior to being permitted to assist. A magnifying glass will be made available to assist any individual with visual impairments.

4.2 Accessible Voting Equipment

The Town will provide accessible voting equipment on voting day at the Royal Canadian Legion Branch 87 for all eligible voters. This includes the use of an audio

ballot marker that uses either a sip'n'puff, Assisted Technology Device or paddle to mark and move through ballot suggestions.

If the voter is unable to physically attend the voting location, the Deputy Returning Officer may attend to voters in their specific living areas or at their bedside to assist them to vote. All election workers take an "Oath of Secrecy" for this purpose. Scheduling will be required for this service, therefore, it is recommended that advance notice is given to the Clerk's Office in the event that this service is required. Please see Proxy Voting below for a further alternative.

4.3 Proxy Voting

A person with a disability that is homebound or otherwise unable to go to a voting location may appoint another person to act as a voting proxy to cast a ballot on his or her behalf. The appointment must be made on the prescribed form available at the Municipal Clerk's Office. Appointments will be taken effective Thursday, September 1, 2022.

4.4 Support Persons and Service Animals

If Electors do not wish to seek assistance from Election Officials, Electors are also permitted to be accompanied by a support person. A designated support person and/or "Friend" will be administered an Oath of Secrecy by an Election Official prior to providing such assistance.

Electors requiring the assistance of a service animal are permitted to bring the service animal into all areas of the Voting Place.

5. Continued Improvements/Feedback

The Municipal Clerk's Office staff members are available throughout the election to assist with any issues that may arise with respect to providing an accessible election.

5.1 Feedback Process

Your feedback provides an opportunity to take corrective measures to address training needs, enhance service delivery and provide alternative methods of providing election services. The Town welcomes comments to identify areas where changes need to be considered and ways in which the Town can improve the delivery of an accessible election. Feedback on this Plan may be submitted through the following methods and will be summarized in the post-election accessibility report:

By telephone: 705-567-9361 Ext. 238

By email: vote@tkl.ca

In person or by mail to: Office of the Municipal Clerk, Town of Kirkland
Lake, 3 Kirkland St. W., PO Box 1757, Kirkland
*Lake, ON P2N 3P4

5.2 Post-Election Accessibility Report

A post-election Accessibility Report will assess the procedures and policies put in place to address accessibility barriers. The report will also identify gaps in service and/or areas that can be improved on for future elections. The post-election report will be posted on the Town's website in a format accessible to persons with disabilities and distributed to other stakeholders on request.

For information or assistance, please contact Jennifer Montreuil, Municipal Clerk and Returning Officer at 705-567-9361 Ext. 238.

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Location:		
Property Manager:		
Phone Number:		
Availability of Custodial Staff:		
PARKING		
Adequate number of parking spaces?	YES	NO
Number of Accessible Parking Spaces:		
Vertical Signage?	YES	NO
Pavement Markings?	YES	NO
Location in respect to the entrance way/distance to walk:		
Is there adequate lighting?	YES	NO
WALKWAYS AND RAMPS		
Surface:	PAVED CONCRETE	GRAVEL
Accessible route from parking to entrance?	YES	NO
Surface to voting location easy to travel and in good condition?	YES	NO
Curb cuts where required?	YES	NO
Is there a ramp to replace steps?	YES	NO
Is the ramp well designed and safe?	YES	NO
Handrails Required?	YES	NO
Handrail Availability?	AVAILABLE	NOT AVAILABLE
Obstacles:		

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
DROP-OFF AND LOADING ZONES		
Location:		
Signage:		
Lighting:		
Surface:	PAVED CONCRETE	GRAVEL
Appropriate for Voter Drop-off/Hand-Van?	YES	NO
If school, will school bus loading zone interfere with entry into voting place?	YES	NO
Comments:		
Resolution:		
ENTRANCES AND EXTERIOR DOORS		
Identify entrance to be used:		
Is door hardware accessible?	YES	NO
Is door wide enough for wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button:		
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner?	YES	NO
Exterior lighting of entrance?	YES	NO
Adequate turnaround space in vestibule for wheelchair?	YES	NO
LOBBY, HALLWAYS & CORRIDORS		
Path of travel from entrance:		
Are corridors inside the voting facility spacious enough for a wheelchair or scooter to pass comfortably?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Is there level access from the entrance of the voting facility to the voting area?	YES	NO
Are any doormats level with the floor?	YES	NO
Is voting facility well lit?	YES	NO
Obstacles:		
INTERIOR DOORS		
Is door hardware accessible?	YES	NO
Is door wide enough for a wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button:		
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner?	YES	NO
Vision Panels?	YES	NO
FIRE EXITS		
Signage:		
Location:		
Are fire exits accessible?	YES	NO
STAIRWAYS (Locations with stairs may only be used if there is a ramp or elevator also available)		
Handrails	YES	NO
Surface (will steps be slippery if wet?)		
Inside	YES	NO
Outside	YES	NO
Colour contrast on steps?	YES	NO
Is stairway well lit?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
WASHROOMS		
Proximity to voting room:		
Available to the public?	YES	NO
Is door handle accessible?	YES	NO
Does width of door meet accessible standards?	YES	NO
Power Assist?	YES	NO
Location of Button:		
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner	YES	NO
Is there an accessible washroom stall?	YES	NO
CONNECTIVITY		
Telephones:		
Landline available for election staff?	YES	NO
Location of landline:		
Key required?	YES	NO
Pay Phone?	YES	NO
Location of Pay Phone:		
Internet Access:		
Is wireless available?	YES	NO
Location of jack(s):		
VOTING ROOM		
Is there enough space inside the voting area for a wheelchair or a scooter?	YES	NO
Number of exits:		
Are tables available?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Number of tables required:		
Are chairs available?	YES	NO
Number of chairs required:		
Location of power outlets:		
Washroom facilities for staff?	YES	NO
Regulations for service animals in the voting place?	YES	NO

Comments:

Sketch of the Room:

Location:



The Corporation of the Town of Kirkland Lake **Election Accessibility Plan 2022**



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Returning Officer

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- exterior walkways and ramps;
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- elevators/stairways (if applicable);
- fire exits;
- general layout and services;
- public washrooms;
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Upon completion of the inspection/checklist, a list of any barriers which have been identified will be reviewed to determine if they can be modified to accommodate electors with differing abilities or if an alternative location is required.

4.1 Voting Assistance

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Electors requiring the assistance of a service animal are permitted to bring the service animal into all areas of the Voting Place.

5. Continued Improvements/Feedback

The Municipal Clerk's Office staff members are available throughout the election to assist with any issues that may arise with respect to providing an accessible election.

5.1 Feedback Process

Your feedback provides an opportunity to take corrective measures to address training needs, enhance service delivery and provide alternative methods of providing election services. The Town welcomes comments to identify areas where changes need to be considered and ways in which the Town can improve the delivery of an accessible election. Feedback on this Plan may be submitted through the following methods and will be summarized in the post-election accessibility report:

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By email: vote@tkl.ca

In person or by mail to: Office of the Municipal Clerk, Town of Kirkland
Lake, 3 Kirkland St. W., PO Box 1757, Kirkland
*Lake, ON P2N 3P4

5.2 Post-Election Accessibility Report

A post-election Accessibility Report will assess the procedures and policies put in place to address accessibility barriers. The report will also identify gaps in service and/or areas that can be improved on for future elections. The post-election report will be posted on the Town's website in a format accessible to persons with disabilities and distributed to other stakeholders on request.

For information or assistance, please contact Jennifer Montreuil, Municipal Clerk and Returning Officer at 705-567-9361 Ext. 238.

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Location: Royal Canadian Legion, Branch 87 1 Summerhayes Avenue		
Property Manager: Linda Ede		
Phone Number: 705-567-4515		
Availability of Custodial Staff: N/A		
PARKING		
Adequate number of parking spaces?	YES	NO
Number of Accessible Parking Spaces:	4 (parking spaces 12 through 15)	
Vertical Signage?	YES	NO
Pavement Markings?	YES	NO
Location in respect to the entrance way/distance to walk:	12 steps	
Is there adequate lighting?	YES	NO
WALKWAYS AND RAMPS		
Surface:	PAVED CONCRETE	GRAVEL
Accessible route from parking to entrance?	YES	NO
Surface to voting location easy to travel and in good condition?	YES	NO
Curb cuts where required?	N/A	
Is there a ramp to replace steps?	N/A	
Is the ramp well designed and safe?	N/A	
Handrails Required?	YES	NO
Handrail Availability?	AVAILABLE	NOT AVAILABLE
Obstacles: N/A		

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
DROP-OFF AND LOADING ZONES		
Location:		
Signage:		
Lighting:		
Surface:	PAVED CONCRETE	
Appropriate for Motor Drop-off/Hand-Van?	YES	
If school, will bus loading zone interfere with entry into building?		
Comments:		
Resolution:		
ENTRANCES AND EXTERIOR DOORS		
Identify entrance to be used:		
Is door hardware accessible?	YES	NO
Is door wide enough for wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button:		
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner?	YES	NO
Exterior lighting of entrance?	YES	NO
Adequate turnaround space in vestibule for wheelchair?	YES	NO
LOBBY, HALLWAYS & CORRIDORS		
Path of travel from entrance:		
Are corridors inside the voting facility spacious enough for a wheelchair or scooter to pass comfortably?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Is there level access from the entrance of the voting facility to the voting area?	YES	NO
Are any doormats level with the floor?	YES	NO
Is voting facility well lit?	YES	NO
Obstacles:		
INTERIOR DOORS		
Is door hardware accessible?	YES	NO
Is door wide enough for a wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button:	N/A	
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner?	YES	NO
Vision Panels?	YES	NO
FIRE EXITS		
Signage: Yes		
Location: Front and Side		
Are fire exits accessible?	YES	NO
STAIRWAYS (Locations with stairs may only be used if there is a ramp or elevator also available)		
Handrails	YES	NO
Surface (will step be wet?)	NOT APPLICABLE	
Inside	YES	NO
Outside	YES	NO
Colour contrast on		NO
Is stairway well lit?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
WASHROOMS		
Proximity to voting room:		
Available to the public?	YES	NO
Is door handle accessible?	YES	NO
Does width of door meet accessible standards?	YES	NO
Power Assist?	YES	NO
Location of Button:		N/A
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner	YES	NO
Is there an accessible washroom stall?	YES	NO
CONNECTIVITY		
Telephones:		
Landline available for election staff?	YES	NO
Location of landline:		Kitchen – front wall
Key required?	YES	NO
Pay Phone?	YES	NO
Location of Pay Phone: N/A		
Internet Access:		
Is wireless available?	YES, PASSWORD REQUIRED	
Location of jack(s): N/A		
VOTING ROOM		
Is there enough space inside the voting area for a wheelchair or a scooter?	YES	NO
Number of exits:		2 + 2 secondary exits
Are tables available?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Number of tables required: Advanced: 10 -12		
Are chairs available?	YES	NO
Number of chairs required: 25-30		
Location of power outlets: 13		
Washroom facilities for staff?	YES	NO
Regulations for service animals in the voting place?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Location: Swastika Community Centre & Riverside Community Church 30 Grenfell Ave. Swastika, ON		
Property Manager: Jenita Naylor		
Phone Number: 705-642-3205		
Availability of Custodial Staff: N/A		
PARKING		
Adequate number of parking spaces?	YES	NO
Number of Accessible Parking Spaces:		NIL
Vertical Signage?	YES	NO
Pavement Markings?	YES	NO
Location in respect to the entrance way/distance to walk:		
Is there adequate lighting?	YES	NO
WALKWAYS AND RAMPS		
Surface:	PAVED CONCRETE	GRAVEL
Accessible route from parking to entrance?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Surface to voting location easy to travel and in good condition?	YES	NO
Curb cuts where required?	N/A	
Is there a ramp to replace steps?	N/A	
Is the ramp well designed and safe?	N/A	
Handrails Required?	YES	NO
Handrail Availability?	AVAILABLE	NOT AVAILABLE
Obstacles: None		
DROP-OFF AND LOADING ZONES		
Location:		
Signage:		
Lighting:		
Surface:	PAVED CONCRETE	LEVEL
Appropriate for Voter Drop-off/Hand-Vote?	YES	
If school, school bus loading zone interfere with entry to place?		NO
Comments:		
Resolution:		
ENTRANCES AND EXTERIOR DOORS		
Identify entrance to be used: Front off of Riverside Drive		
Is door hardware accessible?	YES	NO
Is door wide enough for wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button: N/A		
Direction of Door Swing:	INWARD	OUTWARD

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
If no power assist, can door be propped open in a safe manner?	YES	NO
Exterior lighting of entrance?	YES	NO
Adequate turnaround space in vestibule for wheelchair?	YES	NO
LOBBY, HALLWAYS & CORRIDORS		
Path of travel from entrance:		
Are corridors inside the voting facility spacious enough for a wheelchair or scooter to pass comfortably?	YES	NO
Is there level access from the entrance of the voting facility to the voting area?	YES	NO
Are any doormats level with the floor?	YES	NO
Is voting facility well lit?	YES	NO
Obstacles: None		
INTERIOR DOORS		
Is door hardware accessible?	YES	NO
Is door wide enough for a wheelchair or scooter?	YES	NO
Power Assist?	YES	NO
Location of Button:		N/A
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner?	YES	NO
Vision Panels?	YES	NO
FIRE EXITS		
Signage: YES		
Location: Behind and in front of space		

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Are fire exits accessible?	YES	NO
STAIRWAYS (Locations with stairs may only be used if there is a ramp or elevator also available)		
Handrails	YES	NO
Surface (will steps be wet?)	NOT APPLICABLE	
Inside	YES	NO
Outside	YES	NO
Colour contrast on stairs		NO
Is stairway well lit?	YES	NO
WASHROOMS		
Proximity to voting room:		
Available to the public?	YES	NO
Is door handle accessible?	YES	NO
Does width of door meet accessible standards?	YES	NO
Power Assist?	YES	NO
Location of Button:	N/A	
Direction of Door Swing:	INWARD	OUTWARD
If no power assist, can door be propped open in a safe manner	YES	NO
Is there an accessible washroom stall?	YES	NO
CONNECTIVITY		
Telephones:		
Landline available for election staff?	YES	NO
Location of landline:	N/A	
Key required?	YES	NO
Pay Phone?	YES	NO

2022 ELECTION BARRIER-FREE ACCESSIBILITY CHECKLIST		
Location of Pay Phone:		N/A
Internet Access:		
Is wireless available?	YES	NO
Location of jack(s):		N/A
VOTING ROOM		
Is there enough space inside the voting area for a wheelchair or a scooter?	YES	NO
Number of exits: 1 accessible, 1 not accessible (stairs)		
Are tables available?	YES	NO
Number of tables required: 8-10		
Are chairs available?	YES	NO
Number of chairs required: 12-15		
Location of power outlets: North facing wall and entranceway		
Washroom facilities for staff?	YES	NO
Regulations for service animals in the voting place?	YES	NO

Comments:

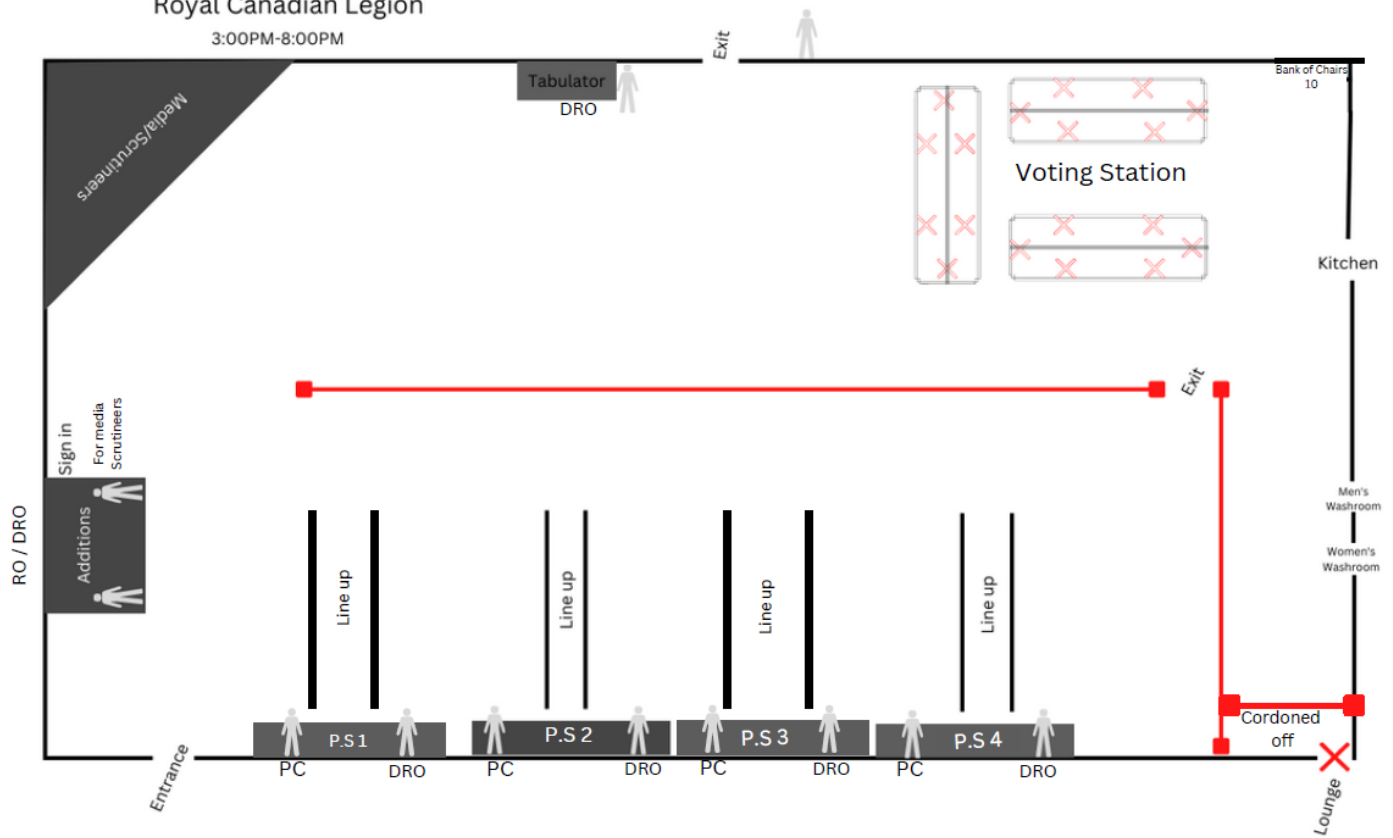
Peanut-Aware Facility

Sketch of the Room:

Wednesday, October 5, 2022

Advance Voting Day
Royal Canadian Legion

3:00PM-8:00PM



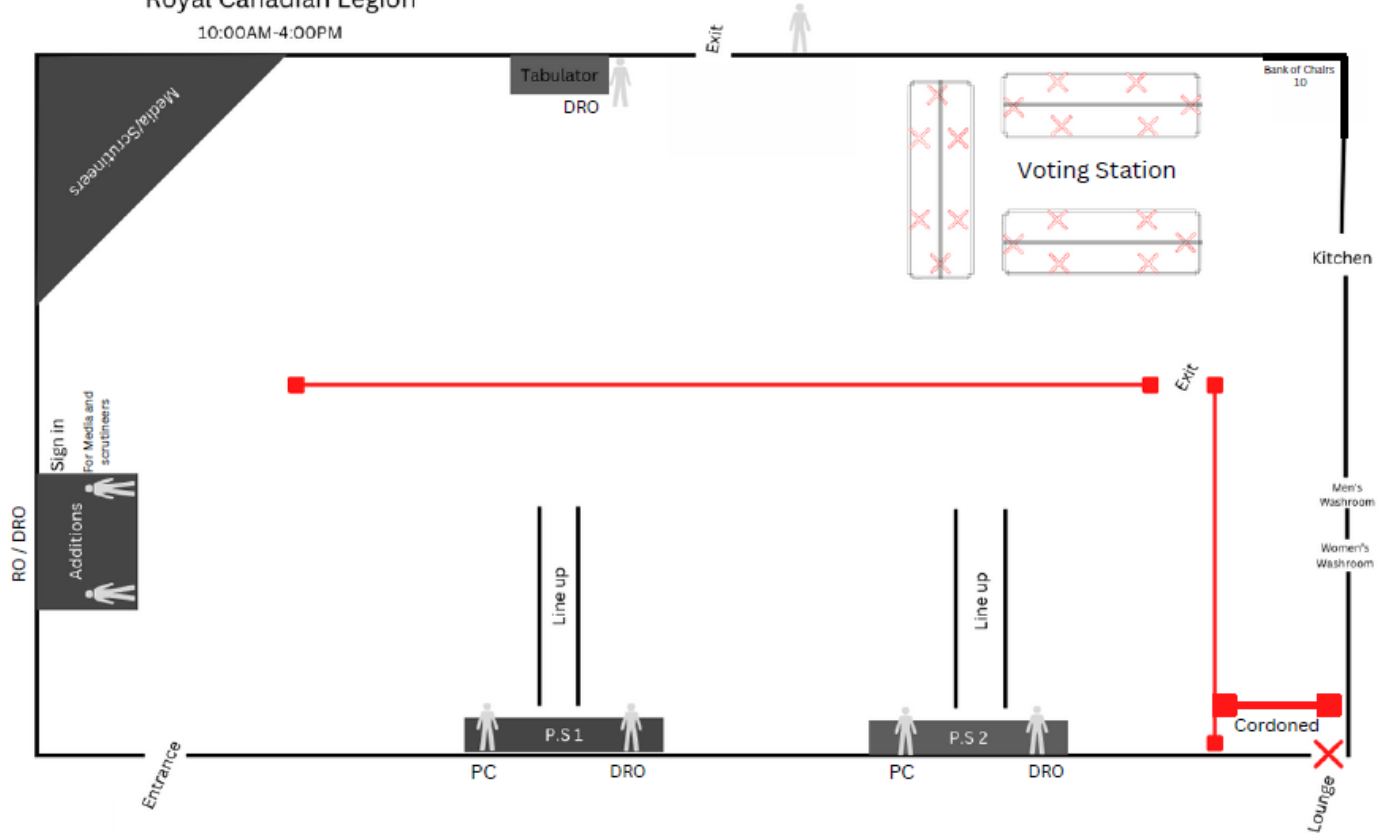
Sketch of the Room:

Saturday, October 8, 2022

Advance Voting Day

Royal Canadian Legion

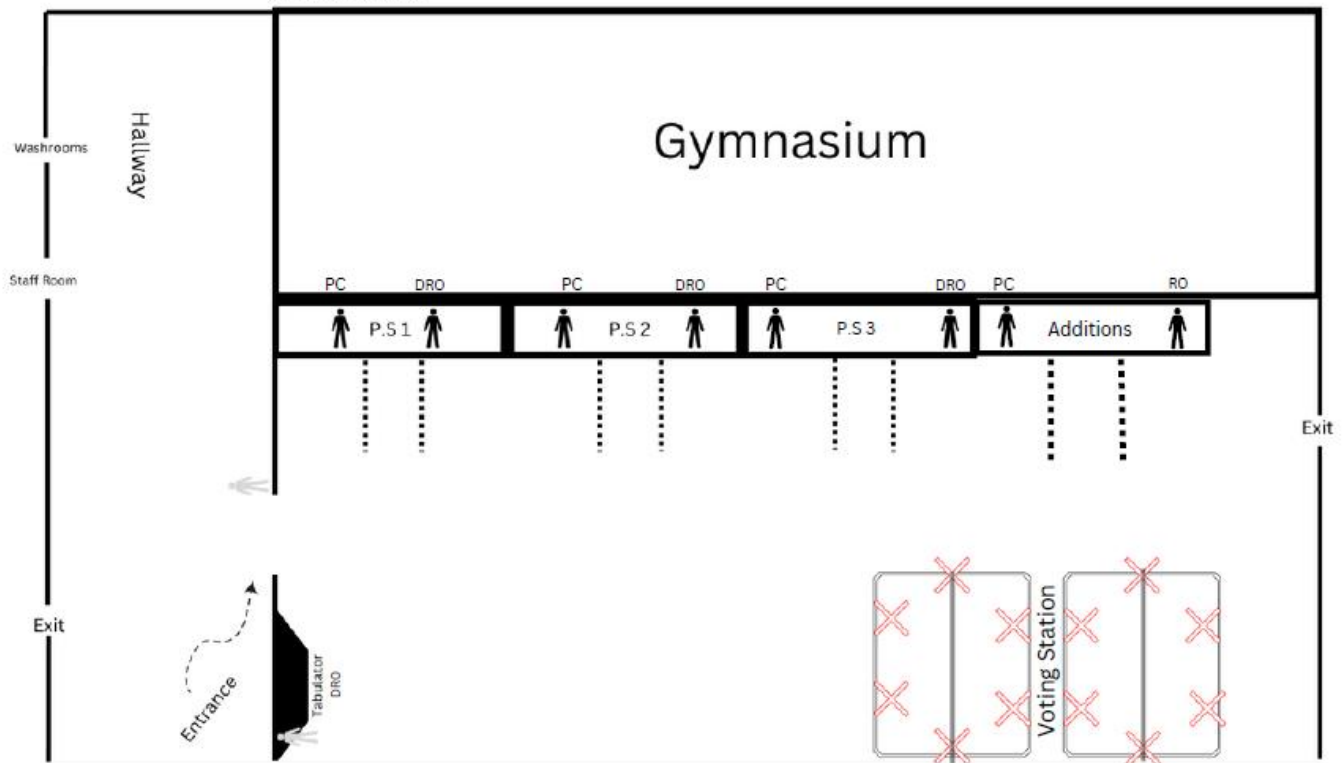
10:00AM-4:00PM



Sketch of the Room:

Tuesday, October 11, 2022

Advance Voting Day
Riverside Community Church
2:00PM - 7:00PM

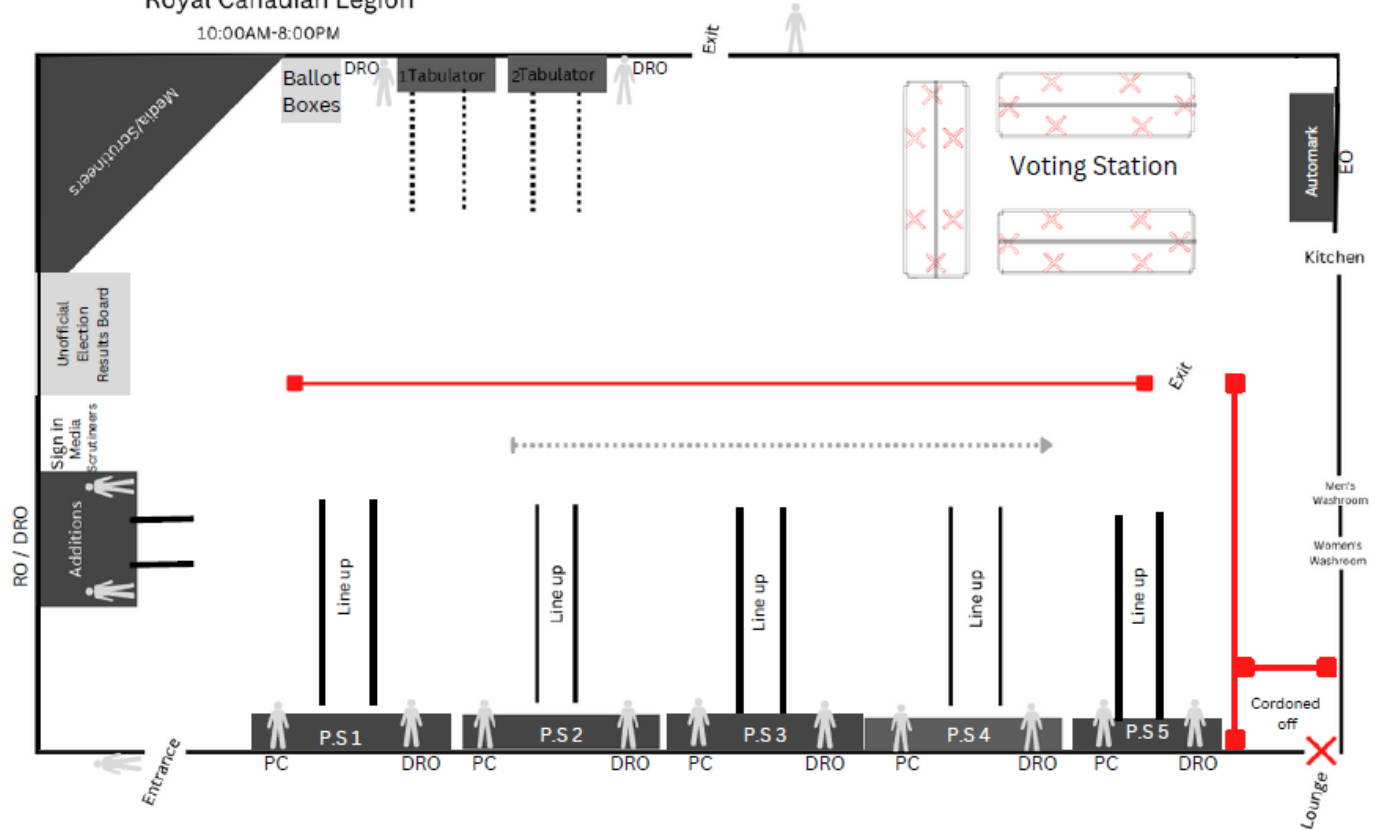


Sketch of the Room:

Monday, October 24, 2022

Voting Day
Royal Canadian Legion

10:00AM-8:00PM





ACCESSIBLE CUSTOMER SERVICE FEEDBACK FORM

The Corporation of the Town of Kirkland Lake welcomes comments on the provision of goods and services to people with disabilities.

Customers can give feedback by using this form, by email, by mail, or verbally.

Instructions:

Please direct your comments to either the Department Manager/Supervisor at the specific department you wish to provide feedback to, or complete the following and submit to the Clerk. Comments will be reviewed by the appropriate staff and you can expect a response within two (2) business days.

Date: _____

Customer Comments:

Customer Contact Information:

Customer Name: _____

Address: _____

Phone: _____ Email: _____

Please drop feedback form at the appropriate department, or send comments to:

Municipal Clerk

Email: clerk@tkl.ca

Phone: 705-567-9361 ext. 238

Fax: 705-567-3535

Department: _____

Corporation of the Town of Kirkland Lake
3 Kirkland Street
PO Box 1757 Kirkland Lake, ON P2N 3P4

Thank you for helping to improve the Town of Kirkland Lake's customer service for persons with disabilities.

REPORT TO COUNCIL

Meeting Date: 24/01/2023

Report Number: 2023-CLK-003

Presented by: Jennifer Montreuil

Department: Corporate Services

REPORT TITLE

Request for Parade Permit – Lion’s International Kirkland Lake District Branch Convention Parade

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2023-CLK-003 entitled “**Request for Parade Permit – Lion’s International Kirkland Lake District Branch Convention Parade**” be received;

AND THAT Council direct that a Parade Permit be issued to the Lion’s Club International District A-5 (Kirkland Lake) for April 29, 2023;

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

INTRODUCTION

Lion’s International (Kirkland Lake District Club) is requesting Council’s permission to host a Parade on Saturday, April 29, 2023 commencing at 9:00 AM in conjunction with their District A-5 Convention being held at Northern College in Kirkland Lake.

DISCUSSION

The parade will start on Main Street, travel along Government Road to Burnside Drive, where the Lion’s Club will dismantle in the parking lot of the Toburn Mine.

The District A-5 Convention is being held at Northern College which lends to a swift return to regular road access once the parade has concluded.

The parade is planned to commence at 9:00 AM and end at approximately 9:45 AM.

Agency Comments/Concerns

The Public Works Department are being consulted and await comments by Friday, January 20, 2023. Typical requesting organizations have their staff coordinate the request for road closing directly with the Director of Public Works upon any decision of Council to allow for appropriate road closing notices to be prepared and posted on the Town's social media streams.

The Fire Services Department and Ontario Provincial Police are being consulted and Administration await their comments by Friday, January 20 2023.

All agency comments will be summarized in the presentation of the Report to Council on Tuesday, January 24, 2023.

The Clerk's Office is recommending that the requesting agency ensure that communication is made with the Toburn Operating Authority, the community volunteer Committee who oversee operations of the Toburn Mine Site, in ensuring that their permission is received to use the land for their scheduled parade event.

Permit Fee Waiver and Indemnification

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

The Club president has been making arrangements to secure the appropriate insurance for the event; Administration has noted to the requesting agency that the Town will be seeking to receive a Certificate of Insurance appropriate for such an event and have suggested that they reach out to the Kirkland Lake District Chamber of Commerce for assistance if required given their experience with the process.

Road Closure Requirements

Historically, the requesting organization's volunteers have communicated with our Public Works Department to determine road closure requirements. Should a road be closed, the Public Works Department will be responsible for coordinating notice of same with any Provincial Agencies given that the parade runs through the Town's Connecting Link Program, and the Department would ensure to providing such notice on the closure on-site and through the Town's social media platforms.

OTHER ALTERNATIVES CONSIDERED

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

FINANCIAL CONSIDERATIONS

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

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Transparency; Growth

Goals: Provide Outstanding Service; Promote Economic Growth

Objectives: Implement Sustainable Service Delivery, Develop Better Communications & Enhanced Openness and Transparency; Invest in Kirkland Lake.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

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

CONSULTATIONS

Kirkland Lake Senior Management Team

Ontario Provincial Police

Lion Bob Bevan, District A-5 Governor (Kirkland Lake)

ATTACHMENTS

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

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NO. 86-65

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

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

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

NOW THEREFORE BE IT ENACTED:

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


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

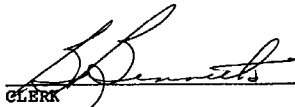
READ a first time this 22nd day of July 1986.


MAYOR


CLERK

READ a second and third time, enacted and passed in Open Council this 5th day of August 1986.


MAYOR


CLERK



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-001

BEING A BY-LAW TO PROVIDE FOR INTERIM TAX LEVY AND TO PROVIDE FOR THE PAYMENT OF TAXES AND TO PROVIDE FOR PENALTY AND INTEREST

WHEREAS Section 317 of The *Municipal Act*, provides that the Council of a local municipality may, in 2023 before the adoption of the estimate for the year, pass a by-law to levy on the whole of the assessment for real property according to the last revised assessment roll, a sum not to exceed that which would be produced by applying the prescribed percentage (or 50 percent if no percentage is otherwise prescribed) of the final adjusted taxes for municipal and school purposes levied on the property for the previous year, that relates to residential, farm, commercial, industrial, new construction, pipelines, railways, hydro corridors, airports and other such unique properties;

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

- 1 THAT** the said interim tax levy shall become due on January 24, 2023 and payable in two installments as follows:

The remaining 50 percent of the interim levy that is subtracted from the rounded down second installment shall become payable on the 17th day of March 2023; 50 percent of the interim levy rounded down to the next whole dollar shall become payable on the 20th day of April 2023. In default of payment of the first installment of taxes or any part thereof by the named therein for the payment thereof, the remaining installment shall forthwith become payable.

- 2 THAT** on all taxes of the interim levy, which are in default on the first day following the last day of payment of each installment, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues.

- 3 THAT** penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and all arrears shall be collected at once by distress or otherwise under the provisions of the statutes in that behalf as if the same had originally been imposed and formed part of such unpaid interim tax levy.

- 4 THAT** the Tax Collector, not later than twenty-one days prior to the date that the first installment is due shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.

- 5 THAT** the Tax Collector and Treasurer be and they are hereby authorized to accept part payment from time to time on account of any taxes due and to give a receipt for such part payment, provided that acceptance of any such payment shall not affect the collection of any percentage charges imposed and collectible in respect of non-payment of taxes or of any installment thereof.

6 THAT that taxes are payable at the Town of Kirkland Lake Municipal Office, 3 Kirkland Street West, Kirkland Lake, Ontario.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF JANUARY, 2023.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

DRAFT



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE
BY-LAW NUMBER 23-002**

**BEING A BY-LAW TO SET THE MUNICIPAL WATER AND WASTEWATER
RATES FOR 2023 PRIOR TO THE ADOPTION OF A BUDGET**

WHEREAS the *Municipal Act*, 2001, S. O. 2001 c. 25, Section 391 provides for a municipality to impose fees or charges for the consumption of Water and discharge of Wastewater,

AND WHEREAS Section 290.(1) of the *Municipal Act*, 2001, as amended, requires that the Municipality shall prepare and adopt a budget including estimates of all sums required during the year for municipal purposes,

AND WHEREAS the Budget will be adopted in 2023 as required by the *Municipal Act*, 2001, as amended;

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

1. **THAT** the rates provided in Schedule 'A' attached hereto are hereby imposed and levied for:
 - a. water supplied to all water users from the waterworks system, and
 - b. discharge of wastewater for all users of Kirkland Lake and Swastika.
2. **THAT** where payment of water and/or wastewater rates are made after the due date, an interest charge will be assessed on any outstanding balance due at the rate of 1% per month applied on the first day of each month.
3. **THAT** This By-Law shall come into force and take effect on the date of passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF JANUARY, 2023.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

2023 Water & Wastewater Rates

		Water	Sewer
The flat rate for water used in private houses and apartments shall be per quarter:		2023	2023
	First room	53.10	42.48
	Each additional room	9.59	7.68
	Private toilet	18.11	14.48
	Private bathtub or shower	18.11	14.48
except that where a common toilet, bathtub or shower is provided for the use of more than one apartment, each additional apartment including the first shall pay \$17.75 water (\$14.20 sewer) for the use of the toilet and \$17.75 water (\$14.20 sewer) for the use of the bathtub or shower.			
The flat rate for water used in boarding or rooming houses shall be per quarter:			
	First room	53.10	42.48
	Each additional room	9.59	7.68
	Private toilet	45.31	36.25
	Private bathtub or shower	45.31	36.25
	Urinal	22.47	17.98
except that boarding or rooming houses with ten rooms or over shall be on a meter.			
Standard hotel and beverage rooms, business houses where water is used for manufacturing, steam baths, bottling works, wash racks, public buildings excluding churches and municipal office buildings, shall be on a meter with a minimum charge of \$66.68 (water) \$53.35(sewer) monthly.			
Any business water user may apply for a meter.			
BUSINESS RATES		Per Quarter	
	Business houses (except where used for manufacturing)	81.17	64.94
	Toilet for above	18.48	14.78
	Urinal for above	22.47	17.98
	Office - single room	18.48	14.78
	Each additional room	9.59	7.68
	Toilet for above	18.48	14.78
	Office for doctor of medicine or dentistry (each office)	45.31	36.25
	Toilet for above	18.48	14.78
	Sink for above	45.31	36.25
	Barber shops, hairdressers, beauty salons	130.50	104.40
	Bakeries and pastry shops	130.50	104.40
	Hand laundries	514.11	411.29
	Toilet for above	18.48	14.78
	Public halls	130.50	104.40
	Theatres	130.50	104.40
	Garages and service stations	130.50	104.40
	Restaurants, grills, and lunch counters	320.28	256.22
	Toilet for above	45.31	36.25
	Urinal for above	22.47	17.98
		Per Quarter	
CONSTRUCTION CHARGE		65.86	52.68
TANKERS	per 1,000 gal	313.06	
TRAILERS-	For each trailer	107.38	85.90
Interest	1% per month applied on outstanding balances		
SPRINKLER CONNECTIONS		Per Month	
	4" Connection	28.64	

6" Connection	42.95	
8" Connection	57.26	
HYDRANT RENTAL - for each Municipal Hydrant - per day	7.17	
PRIVATE HYDRANT INSPECTION - for each hydrant per year	372.25	
TURN OFF OR ON ORDER - each-		
(working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.)	114.53	
TURN OFF OR ON ORDER - each (after hours)	293.49	
SEALING OR UNSEALING - each-	71.59	
THAWING FROZEN WATER SERVICE		
CHARGE		
Thaw orders deemed to be the property owner's responsibility, working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.	658.57	
After hours, Actual expense, minimum charge \$645.66		
METERED SERVICE CHARGE		
The metered rates for water used shall be as follows per month:		
FIRST 50,000 gallons- per 1,000 gallons	6.73	5.39
SECOND- 50,000 gallons- per 1,000 gallons	5.79	4.64
THIRD 50,000 gallons- per 1,000 gallons	4.22	3.39
BALANCE- per 1,000 gallons	3.01	2.41
Minimum Charge: (10,000) gallons	68.01	54.42
Interest: 1% per month applied on outstanding balances		
5/8" Meter at - per month	3.22	
3/4" Meter at - per month	4.37	
1" Meter at - per month	5.79	
1 1/2" Meter at - per month	8.88	
2" Meter at - per month	11.60	
3" Meter at - per month	17.04	
4" Meter at - per month	22.40	
6" Meter at - per month	33.94	
OTHER SEWER SERVICES		
1 Unblock residential sewer, working hours		264.40
2 Unblock other sewer, working hours (commercial)		393.38
3 Unblock residential sewer, after hours		477.22
4 Unblock other sewer, after hours (commercial)		528.82
5 Video Sewer Inspection, residential		193.47
6 Video Sewer Inspection, other (commercial)		386.94
Note:	1-6 Rates are Minimum charges, actual labour and material will be charged	



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-003

BEING A BY-LAW AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH J.L. RICHARDS AND ASSOCIATES LIMITED FOR LAND USE PLANNING CONSULTANCY SERVICES

WHEREAS a Request for Proposal (RFP-590-22) was issued on October 6, 2022 and closed on November 10, 2022 to engage in Land Use Planning Consultancy Services for The Corporation of the Town of Kirkland Lake;

AND WHEREAS the Request for Proposal RFP-590-22 for Land Use Planning Consultancy Services was awarded to J.L. Richards and Associates Limited and approved by Council Resolution on Tuesday, January 24, 2023;

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

- 1 THAT** the Corporation of the Town of Kirkland Lake enter into a Services Agreement for Land Use Planning Consultancy Services for a two (2) year term beginning January 1, 2023 in the form satisfactory to the Chief Administrative Officer and Director of Economic Development and attached to this by-law as Schedule "A".
- 2 THAT** the Mayor and Municipal Clerk of The Corporation of the Town of Kirkland Lake are hereby authorized to execute the Services Agreement between The Corporation of the Town of Kirkland Lake and J.L. Richards and Associates Ltd. and to affix thereto the Corporate Seal.
- 3 THAT** the Mayor and Municipal Clerk are hereby authorized to execute on behalf of The Corporation of the Town of Kirkland Lake any further amending agreements in relation to the Land Use Planning Consultancy Services Agreement or ancillary document necessary in a form satisfactory to the Chief Administrative Officer and Director of Economic Development of The Corporation of the Town of Kirkland Lake, which will be attached and referred to as Schedule "B" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF JANUARY, 2023.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk



THIS AGREEMENT made this 6th day of December 2022

BETWEEN:

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

And

J.L. Richards & Associates Limited (the “Company”)

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

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

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

1. DUTIES AND RESPONSIBILITIES

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

2. PERFORMANCE

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

3. FORCE MAJEURE

- 3.1 The term “Force Majeure” as used herein shall mean an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any action or failure to act by the Contractor or the Municipality, and any other cause, whether of the

kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such party.

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

4. RECORDS AND AUDIT

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

5. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2023 and unless otherwise terminated pursuant to the provisions of this Agreement shall expire on December 31, 2024. This Agreement may be extended for an additional one (1) year term ending December 31, 2025, at the discretion of the Municipality and in agreement with the Company.

6. TERMINATION

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

7. REMUNERATION AND ENTITLEMENTS

- 7.1.1 The Services of a **Land Use Planning Consultant** are to be charged at **the tendered rate as expressed in Schedule C.**
- 7.2 The Company agrees to maintain detailed and accurate records of time spent and services rendered and to submit such records to the Municipality on a monthly basis, with a copy to the Municipalities **Department of Development Services - Planning Division.**
- 7.3 The normal payment term offered by the Municipality is net 30 days from receipt of invoice and after receipt and acceptance of goods and/or services by the Town. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment of for other terms that shall be deemed to be in the best interest of the Municipality. The Company agrees that the Municipality shall be entitled to the discounted stated herein if payment of invoices for the goods specified or called for in or under this agreement, is made within the period specified herein after receipt and acceptance of such goods or services by the Municipality. The

Company may request different payment terms if the request is made in writing prior to signing this agreement. The Town is entitled to agree or disagree to any additional or modified terms at its own discretion.

- 7.4 Unless otherwise indicated herein, invoices are payable in Canadian Funds at the Municipality and includes Harmonized Sales Tax or any other applicable taxes.

8. INSURANCE

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

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

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

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

Change in Coverage

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

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

Workplace Safety and Insurance Board

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

9. OBSERVANCE OF THE LAW AND INDEMNITY

- 9.1 The Company covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with any law, the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer.

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

10. CONFIDENTIAL INFORMATION

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

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

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

13. CONFLICT OF INTEREST

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

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

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

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. AMENDMENT OF AGREEMENT

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

15. GOVERNING LAW

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

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

16. HEALTH AND SAFETY

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

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

17. NOTICE

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

MUNICIPALITY: The Corporation of the Town of Kirkland Lake
Planning Administrator – Jenna McNaughton
1 Dunfield Rd
Kirkland Lake ON P2N 3P4

COMPANY: J.L. Richards & Associates Limited
David Welwood
834 Mountjoy St S
Timmins ON P4N 7C5

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

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

18. FURTHER ASSURANCES

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

19. WAIVER

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

20. ASSIGNMENT

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

21. BINDING EFFECT

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

22. CONFLICT RESOLUTION

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

23. INDEPENDENT CONTRACTOR

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

24. NON-APPROPRIATION

This agreement is subject to the appropriation of funds each fiscal year. The agreement is subject to termination or cancellation without penalty of any sort to the Town either in whole or in part, for failure of the Town to budget the required funds.

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

COMPANY

**THE CORPORATION OF THE TOWN OF
KIRKLAND LAKE**

Signing Officer

Clerk – Jennifer Montreuil

Title

Mayor – Stacy Wight

Date: _____

Date: _____

SCHEDULE A – SCOPE OF WORK

Service to be Performed

The Company will be retained to deliver timely and appropriate planning services to the Town in accordance with its jurisdiction and authority. In this context, they are expected to:

- be knowledgeable of legislation applicable to municipal operations including the Ontario Planning Act, and other Acts, Bylaws, and Regulations.
- keep current on planning knowledge affecting municipalities and to alert the Town on the implications of changes in legislation, decisions of the courts, etc.
- represent the Town in proceedings against the Town and its agents.
- advise on and to carry out matters affecting the property of the Town including development and planning matters as requested.
- meet with Council, the Chief Administrative Officer and Senior Municipal Staff to report and advise on specific matters and discuss general matters of policy.

Scope of Work

It is anticipated that the Services would be rendered on an 'as needed' and/or 'project-by-project' basis. **'As needed'** services are those tasks assigned for timely completion as required by the Town at its sole discretion. Examples include:

- Review, draft and advise on required and desirable updates to municipal bylaws, policies, Standard Operating Procedures, and other documents and processes related to the provision of planning services by the Town.
- Provide professional land use planning opinion, writing of planning reports, and assisting staff, the public, and developers with planning enquiries and Planning Act development applications.
- Provide general planning opinion/recommendations on:
 - various land use applications
 - Zoning Bylaw Amendments
 - Minor Variances
 - Site Plan Control Agreements
 - Official Plan Amendments
 - Plan of Subdivision/Condominiums
 - Consents
- Advise on and to action the enforcement of Municipal bylaws in consultation with senior staff.
- Attend meetings to provide or present information, including but not limited to internal staff meetings; meetings of Committee of Adjustment, Planning Advisory Committee; and Municipal Council.

- To represent the Town for litigation and/or Local Planning Appeals Tribunal hearings, as required.
- To assist in the drafting and negotiating of contracts, agreements, easements, and other documentation.

‘Project-by-project’ services refer to assignments with specific goals, objectives, and budget. These will be agreed upon on a case-by-case basis (outlining the scope of work, estimated time, deliverables, and schedule) between the Company and the Town. Examples would be an update to the Official Plan, Site Plan Control administration, industrial land development, etc.

SCHEDULE B – INSURANCE

Commercial General Liability

The Company shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario.

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence with an aggregate of not less than Five Million Dollars (\$5,000,000.00).
- (b) Add The Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured.
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than Two Million Dollars (\$2,000,000.00) and shall include contractual non-owned coverage.
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The (Professional) shall take out and keep in force Professional Liability insurance in the amount of Five Million Dollars (\$5,000,000.00) providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town.

The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Town. The Town has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Primary Coverage

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

Certificate of Insurance

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



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-004

**BEING A BY-LAW TO AMEND BY-LAW 21-111 TO ESTABLISH FEES FOR THE
KIRKLAND LAKE CEMETERY**

WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or done on behalf of it;

AND WHEREAS Section 398 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS O. Reg. 3017I, Funeral, Burial and Cremation Services Act, 2002, requires that a percentage of the purchase price of all interment rights and set amounts for marker and monument installations, are contributed into a care and maintenance fund;

AND WHEREAS at its Regular Meeting held on December 14, 2021, Council enacted By-Law 21-111 being a By-Law to Establish Fees for the Kirkland Lake Cemetery;

AND WHEREAS the Bereavement Authority of Ontario (BAO) sets annual rates for Cemetery Operators to charge per activity which includes each interment, scattering or cremation which is paid 100% to the BAO;

AND WHEREAS Council deem it necessary in ensuring the accuracy of rates as established by the BAO and wish to amend Schedule "A" of By-Law 21-111 increasing the License Fee from \$12.00 per activity to \$13.63 per activity only.

**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 '*CEMETERY SERVICES / Other Fees*' within Schedule "A" to By-Law No. 21-111 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 24th DAY
OF JANUARY, 2023.**

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

Kirkland Lake Cemetery

operating as

Town of Kirkland Lake

3 Kirkland Street West,
Kirkland Lake, ON P2N 3P4
Tel: (705) 642-3378
Website: www.kirklandlake.ca

Cemetery Operator Licence # CM – 3304570

Person in Charge of Day-to-Day Operations:

Dave Pearce, Cemetery Supervisor
Email: Dave.Pearce@tkl.ca

PRICE LIST

Effective date: January 1, 2023

Unless otherwise specified, prices shown do NOT include applicable HST.

The following format and content of the price list has been stipulated by the Bereavement Authority of Ontario and is required to be posted by all bereavement licensees.

INTERMENT AND SCATTERING RIGHTS

Interment right prices listed below include a non-refundable contribution to the cemetery's Care and Maintenance Fund.* The prices listed below do not include the opening and closing of the grave, niche or crypt ("interment fee"), memorialization costs (flat marker, upright monument, etc.) and associated installation fees.

Resident Fees

In-ground burials

Adult Grave (3' x 8').....	\$675.00
Child Grave (3' x 3').....	\$237.00
Infant Grave	\$110.00
Cremation Grave	\$336.00

Niches

Columbarium Niche Level E.....	\$1650.00
Columbarium Niche Level D.....	\$1854.00
Columbarium Niche Level C.....	\$1854.00
Columbarium Niche Level B.....	\$1650.00
Columbarium Niche Level A.....	\$1500.00
Columbarium Niche Family 2 – Unit Niche.....	Actual Costs

Scattering Rights

Scattering Gardens.....	\$253.20
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*Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act, 2002* and Ontario Regulation 30/11, the amounts below will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund . Income (interest) from this fund is used to cover care and maintenance expenses of the cemetery in perpetuity.

For one in-ground grave, 24ft ² or larger.....	\$450.00
Cremation Grave	\$224.00
For one child or cremation grave, smaller than 2.23m ² /24ft ²	\$175.00
Columbarium Niche Level E.....	\$291.18
Columbarium Niche Level D.....	\$327.18
Columbarium Niche Level C.....	\$327.18
Columbarium Niche Level B.....	\$291.18
Columbarium Niche Level A.....	\$264.71
Scattering Gardens.....	\$168.80
Niche Inscription.....	\$700.00
Care and Maintenance Fund Repayment – payable on each niche sale	\$291.90

Non - Resident Fees**In-ground burials**

Adult Grave (3' x 8').....	\$810.00
Child Grave (3' x 3').....	\$237.00
Infant Grave	\$110.00
Cremation Grave	\$403.20

Niches

Columbarium Niche Level E.....	\$1980.00
Columbarium Niche Level D.....	\$2224.80
Columbarium Niche Level C.....	\$2224.80
Columbarium Niche Level B.....	\$1980.00
Columbarium Niche Level A.....	\$1800.00
Columbarium Niche Family 2 – Unit Niche.....	Actual Costs

Scattering Rights

Scattering Gardens.....	\$303.84
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***Care and Maintenance Fund Contribution:**

As required under the *Funeral, Burial and Cremation Services Act*, 2002 and Ontario Regulation 30/11, the amounts below will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Income (interest) from this fund is used to cover care and maintenance expenses of the cemetery in perpetuity.

For one in-ground grave, 24ft ² or larger.....	\$540.00
Cremation Grave	\$268.80
For one child or cremation grave, smaller than 24ft ²	\$175.00
Columbarium Niche Level E.....	\$349.41
Columbarium Niche Level D.....	\$392.61
Columbarium Niche Level C.....	\$392.61
Columbarium Niche Level B.....	\$349.41
Columbarium Niche Level A.....	\$317.65
Scattering Gardens.....	\$202.56
Niche Inscription.....	\$700.00
Care and Maintenance Fund Repayment – payable on each niche sale.....	\$291.90

INTERMENT RIGHT & MARKER SPECIFICATIONS

Interment Right:	Section	Single or Extra* Depth	Number of Burials Allowed		Marker Allowed - Yes or No	Marker Specifications (ex. size, flat or upright)
			Caskets	Cremated Remains		
Adult Grave		extra	2	4		100mm larger than monument on all sides maximum size of foundation is 600mm x 900 mm for a single grave flat and pillow markers only allowed in section 14
			1	6		
				6		
Child Grave						
Cremation Garden				4		Flat markers allowed
Columbarium Niche				2		

*Where two caskets are to be interred in the same grave, the first casket will be buried at extra depth.

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Interment of an adult at standard depth	\$975.00
Interment of an adult at extra depth	additional \$445.00
Interment of a child at standard depth	\$500.00
Interment of a child at extra depth	additional \$445.00
Interment of an infant at standard depth	\$375.00
Interment of an infant at extra depth	additional \$445.00
Additional charge for installation of a standard-sized concrete or steel vault/grave liner	\$435.00

Cremated Remains Disposition Fees

Interment of cremated remains – niche - resident	\$300.00
Interment of cremated remains –niche - non-resident	\$380.00
Interment of cremated remains in common ground - resident	\$577.00
Interment of cremated remains in common ground – non- resident	\$793.00

Late Arrival Fees and Saturday Fees

After hours fee for burial after 3:00 pm Monday to Friday per hour	\$125.00
After hours fee for cremation burial after 3:00 pm Monday to Friday per hour	\$63.00
Surcharge for burial on a Saturday	\$435.00
Surcharge for cremation burial on a Saturday	\$225.00
Saturday Vault Storage	\$275.00
Surcharge for spring Burial	\$175.00

Disinterment Fees (standard depth / extra depth)

Disinterment of remains from a grave.....\$2335.00

Removal of cremated remains

Disinterment of cremated remains.....\$450.00

Removal of cremated remains from a columbarium niche\$300.00

Administration fees

Transfer of interment or scattering rights to another person\$165.00

Other Fees

Vault Storage if buried elsewhere.....\$785

Replace Lost Interment Rights Certificate.....\$92

Memorial Bench Granite\$780

Genealogical Research (per hour).....\$59

Tree Trimming (per hour)\$59

Cleaning Flat or Pillow.....\$20

Cleaning Upright.....\$40

Concrete Garden Edger.....\$212

License Fee (as set annually and payable to the BAO)..... \$13.63

SUPPLIES**MONUMENTS AND MARKERS**

Construction of single monument foundation.....\$250

Construction of double monument foundation.....\$390

Construction of marker monument foundation\$145

Construction of corner post monument foundation.....\$145

Scattering Gardens Marker\$324

Care and Maintenance Fund Contribution:

As required under the *Funeral, Burial and Cremation Services Act, 2002*, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of markers and monuments in perpetuity.

For flat markers measuring less than 1,116.13cm² / 173in²\$0

For flat markers measuring 1,116.13cm² / 173in² or larger\$100

For upright monuments under 4ft or less in length, including base\$200

For upright monuments 6ft or less including base.....\$400

PAYMENT, FINANCING & FUNDING

For services at time of death:

Payment is due within 6 months of signing the contract, beyond which interest will be charged at a rate of 1.25%, which is equivalent to 15% per annum (APR). Payment may be made by cash, cheque, debit, and on-line payment.

Financial assistance for burial and cremation services is available through various governmental agencies, to those who qualify.

Additional information about payment, financing and funding options is available upon request.



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

Bell Let's Talk Day

~ January 25, 2023 ~

WHEREAS January 25, 2023 marks the thirteenth annual Bell Let's Talk Day, a day to take action, and create positive change for mental health; and,


AND WHEREAS The Town of Kirkland Lake supports positive mental health for all citizens and members of our community and seeks to improve the lives of all citizens who will experience a mental illness or mental health issue in their lifetime;

AND WHEREAS The Town of Kirkland Lake recognizes that now is the time to come together, to take action and show support for mental health in meaningful and impactful ways to help ensure all Canadians can access the mental health and addiction supports they need to flourish

AND WHEREAS The Town of Kirkland Lake raises a flag to celebrate Bell Let's Talk Day and encourage all citizens of Kirkland Lake to join the conversation, take action, keep listening, keep talking, keep being there, and to create positive change.

THEREFORE, be it resolved I, Stacy Wight, do hereby proclaim Wednesday, January 25, 2023 as Bell Let's Talk Day in Kirkland Lake and encourage support of this campaign.

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


Mayor Stacy Wight

Dated this 24th day of January, 2023



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-005

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD JANUARY 24, 2023**

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25 (hereinafter referred to "Municipal Act") provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the 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 Officers 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 or to obtain approvals where required as referred to in the preceding section.
- 3 THAT** the Mayor and the Municipal Clerk are hereby authorized to execute all documents necessary on behalf of the Council and to affix thereto the Corporate Seal of The Corporation 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 24th DAY
OF JANUARY, 2023.**

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk