



# AGENDA

## Regular Council Meeting

Tuesday, March 7, 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, March 7, 2023 be approved as circulated.

### 3. DECLARATION OF PECUNIARY INTEREST

### 4. PETITIONS AND DELEGATIONS

#### 4.1. FoodCycle Science - Municipal Food Waste Diversion Program

Jacob Hanlon, Municipal Program Coordinator

[Presentation - FoodCycler Municipal Solutions](#)

*RECOMMENDATION:*

**THAT** the delegation from the representative of FoodCycle Science entitled "**Municipal Food Waste Diversion Program**" be received for information.

## 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

### 5.1. *RECOMMENDATION:*

**THAT** Council approve the minutes of the following meetings:

- Minutes of the Regular Meeting of Council held February 21, 2023.

### 5.2. [Minutes - DTSSAB January 19, 2023](#)

[Minutes - DTSSAB February 1, 2023](#)

[Minutes - KLPLB April 21, 2022](#)

[Minutes - KLPLB July 7, 2022](#)

[Minutes - KLPLB September 29, 2022](#)

[Minutes - KLPLB October 19, 2022](#)

[Minutes - KLPLB January 19, 2023](#)

[Minutes - THUB November 16, 2022](#)

[Minutes - THUB January 25, 2023](#)

### *RECOMMENDATION:*

**THAT** Council receive the minutes of the following meetings:

Minutes of the District of Timiskaming Social Services Administration Board held January 19, 2023;

Minutes of the District of Timiskaming Social Services Administration Board held February 1, 2023;

Minutes of the Kirkland Lake Public Library Board held April 21, 2022;

Minutes of the Kirkland Lake Public Library Board held July 7, 2022;

Minutes of the Kirkland Lake Public Library Board held September 29, 2022;

Minutes of the Kirkland Lake Public Library Board held October 19, 2022;

Minutes of the Kirkland Lake Public Library Board held January 19, 2023;

Minutes of the Timiskaming Health Unit Board held November 16, 2022; and

Minutes of the Timiskaming Health Unit Board held January 25, 2023.

## 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

### 6.1. Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road

Jenna McNaughton, Planning Administrator

[2023-DEV-013](#)

### *RECOMMENDATION:*

**THAT** Report Number 2023-DEV-013 entitled “**Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road**” be received for information.

### 6.2. Team Northern Throttle Drag Races Summer Airport Facility Use Request

Alan Smith, Chief Administrative Officer

[2023-DEV-009](#)

### *RECOMMENDATION:*

**THAT** Report Number 2023-DEV-009 entitled “**Team Northern Throttle Drag Races Summer Airport Facility Use Request**” be received;

**AND THAT** the Mayor and Municipal Clerk be authorized to execute a Facility Use Agreement with Team Northern Throttle For Family Events for the use of the Kirkland Lake Airport to host Drag Races from June 21st to June 26th, 2023 inclusive, and August 16th to August 21st, 2023 inclusive;

**AND FINALLY THAT** an execution by-law be brought forward for three readings on March 7, 2023.

6.3. Community Improvement Plan Funding Application - 50 Government Rd. W.

Alan Smith, Chief Administrative Officer

[2023-DEV-011](#)

*RECOMMENDATION:*

**THAT** Report Number 2023-DEV-011 entitled “**Community Improvement Plan Funding Application – 50 Government Road West**” be received;

**AND THAT** Council approve funding under the Community Improvement Program for 50% of eligible costs (not to exceed \$5,000.00) for façade improvements at 50 Government Road West;

**AND FINALLY THAT** Council approve funding under the Community Improvement Plan for 50% of eligible costs (not to exceed \$5,000.00) for building renovations and improvements to 50 Government Road West.

6.4. Community Grant Funding Application - Kirkland Lake Lions' Club

Alan Smith, Chief Administrative Officer

[2023-DEV-012](#)

*RECOMMENDATION:*

**THAT** Report Number 2023-DEV-012 entitled “**Community Grant Funding Application – Kirkland Lake Lions' Club**” be received;

**AND FINALLY THAT** Council approve funding totalling \$5,000.00 to be drawn from the Community Grant Program in support of the Lion’s Club District A-5 Convention and Parade.

6.5. Waste Management Service Contract Extension

Alan Smith, Chief Administrative Officer

[2023-DEV-007](#)

*RECOMMENDATION:*

**THAT** Report Number 2023-DEV-007 entitled “**Waste Management Service Contract Extension**” be received;

**AND THAT** the Mayor and Municipal Clerk be authorized to execute a two (2) year Extension Agreement with Green for Life Environmental Inc. (G.F.L.) for weekly curbside collection of residential, commercial and institutional waste, and bi-weekly curbside collection of residential recycling, and landfill operations as per the Terms set out in RFP-503 -18 for a total cost of \$2,127,562.82 plus H.S.T.;

**AND THAT** Council approve the change management request to recital F. Compensation, subsection (b) of the original Agreement to provide for quarterly fuel cost adjustments for the term of the Extension Agreement;  
**AND FINALLY THAT** an execution by-law be brought forward for three readings on March 7, 2023.

## **7. CONSIDERATIONS OF NOTICES OF MOTIONS**

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

### **8.1. By-Law 23-012**

[23-012 Execution By-Law - CSWBP Memorandum of Agreement with THU](#)

*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 23-012**, being a by-law to authorize the execution of a Memorandum of Agreement with the Timiskaming Health Unit for the Performance of Work described in Section 7.0 Statement of Work identified in the District-wide Community Safety and Well Being Plan.

### **8.2. By-Law 23-013**

[23-013 Execution By-Law - Collective Agreement USW Local 2020](#)

*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 23-013**, being a by-law to authorize The Corporation of the Town of Kirkland Lake to enter into an Agreement with the United Stewards Local 2020.

### **8.3. By-Law 23-014**

[23-014 Execution By-Law - Facility Use Agreement at Airport \(TNT\)](#)

*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 23-014**, being a by-law to authorize the execution of an Agreement between Team Northern Throttle (TNT) and The Corporation of The Town of Kirkland Lake for the use of the Airport facility for an annual drag racing event.

### **8.4. By-Law 23-015**

[23-015 Execution By-Law - Sale of CRAs Adjacent to 1 Foss Rd \(Emmell\)](#)

*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 23-015**, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of Parts 1 & 2, 54R-6325 to Rene Emmell.

## **9. QUESTIONS FROM COUNCIL TO STAFF**

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

- 10.1. Councillor Shaba - Letter of Support for the Kenogami Watershed Ecological Alliance (KWEA)

## **11. COUNCILLOR'S REPORTS**

- 11.1. Updates from Members of Council

*RECOMMENDATION:*

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

## **12. ADDITIONAL INFORMATION**

## **13. CLOSED SESSION**

*RECOMMENDATION:*

**THAT** Council adjourn in-camera pursuant to Section 239 (2) of the *Municipal Act*, 2001, as amended, to discuss personal matters about an identifiable individual, including municipal or local board employees at \_\_\_\_ PM for the following reason(s):

- Item 13.1 Chief Administrative Officer Performance Evaluation
- Item 13.2 Verbal Report - Organizational Update on Development Services/Public Works Departments
- Item 13.3 Verbal Report - Supplemental Committee of Council Public Appointments

*RECOMMENDATION:*

**THAT** Council reconvene in open session at \_\_\_\_\_ PM.

## **14. MATTERS FROM CLOSED SESSION**

## **15. CONFIRMATION BY-LAW**

15.1. **By-Law 23-016**

[23-016 Confirming Proceedings - March 7, 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 23-016**, being a by-law to confirm the proceedings of Council at its meeting held March 7, 2023.

**16. ADJOURNMENT**

*RECOMMENDATION:*

**THAT** this Regular Meeting of Council do now adjourn at \_\_\_\_\_ PM.



# FOODCYCLER™ MUNICIPAL SOLUTIONS

The Future of Food Waste.



# ABOUT US

## Food Cycle Science

- **Canadian company** based out of Ottawa, ON
- Founded in Cornwall in 2011 – Company is 100% focused on **Food Waste Diversion Solutions**
- Products available in North America through **FoodCycler Municipal** / **Vitamix** and internationally through network of distributors & OEM partners
- **Finalists** in Impact Canada/AAFC's **Food Waste Reduction Challenge**
- **Globe & Mail** Canada's **Top Growing Companies** (2021 & 2022)
- **Deloitte Fast 50 CleanTech** award winners (2021)
- **Approved supplier** with Canoe Procurement Group of Canada



# TRUSTED CANADIAN SOLUTION

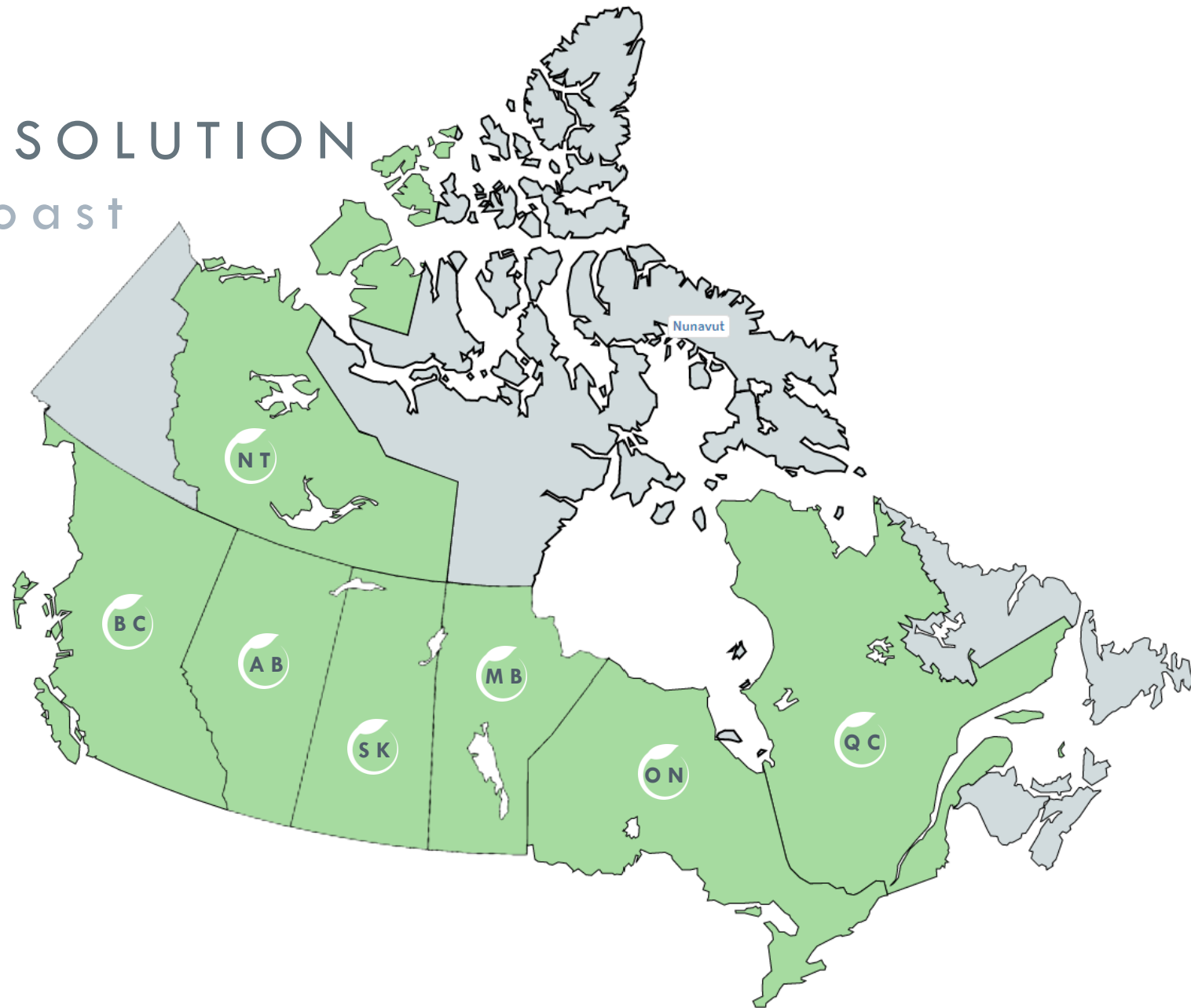
## Coast to Coast to Coast

# 73

## Canadian Municipal Partnerships

○ **7** Provinces

○ **1** Territory



# THE PROBLEM – FOOD WASTE

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- **63%** of food waste is avoidable
- Household waste is composed of **25-50%** organic waste
- Food waste weight is up to **90%** liquid mass (which is heavy)
- The average Canadian household spends **\$1,766** on food that is wasted each year
- Each year food waste in Canada is responsible for **56.6 Million tonnes of CO2** equivalent of GHG





# MUNICIPAL IMPACT

## Waste is a municipal responsibility

### LANDFILL + WASTE COSTS

- ~**25-50%** of household waste is organic waste
- Landfills are filling up fast, creating cost and environmental issues
- Hauling, transfer, and disposal services are a major cost factor and environmental contributor

### ENVIRONMENT

- Landfilled organic waste produces methane, which is **25 times** more harmful than CO<sub>2</sub>
- 1 tonne of food waste is equivalent to 1 car on the road for one year



### COMMUNITY

#### Food in the garbage:

- More frequent collection or trips to the disposal site
- Unpleasant odours
- Animals, pests & other visitors



#### Removing food waste from garbage:

- Volume is reduced by up to 50%
- Less frequent collection, fewer trips to disposal site, save on bag tags
- Keeps odours out, makes garbage much less “interesting” for animals



# HAVEN'T WE SOLVED THIS ALREADY?



## GREEN BINS

- Preferred solution for **larger cities** where **dense housing** and large processing facilities generate **economies of scale**
- **Contamination** is an ongoing challenge
- GHG emissions from curbside collection
- **Safety** concerns from additional trucks on the road



## BACKYARD COMPOST

- **Cost-effective** but can be **labor-intensive** also
- May attract pests/animals or create unpleasant **odors**
- Most users **do not compost in winter** or inclement weather
- **Adoption rates are relatively low and stagnant**



## LANDFILL

- **Easiest solution** and often perceived as the most cost-effective in the short term
- Waste is typically **out of sight and out of mind** for consumers
- High levels of GHG emissions, particularly **methane**
- Long-term **environmental hazard** requires monitoring / maintenance

# THE SOLUTION? THE FOODCYCLER



# THE FOODCYCLER PRODUCT FAMILY

## FOODCYCLER™ FC-30



2.5 L

30.5 L

4 - 8 HOURS

0.8 kWh

2  
REFILLABLE  
FILTERS

BACK

VOLUME CAPACITY

UNIT VOLUME

PROCESSING TIME

POWER CONSUMPTION  
PER CYCLE

ODOUR CONTROL

VENT LOCATION

5.0 L

28.9 L

6 - 8 HOURS

1.3 kWh

1  
REFILLABLE  
FILTER

TOP

## FOODCYCLER™ MAESTRO



# 90% FOOD WASTE REDUCTION

Full bucket of wet,  
smelly food waste

2.5L / 5L



Handful of dry, sterile, odourless  
& nutrient-rich by-product

100 g / 200 g



4-8 HOURS  
(Overnight)

0.8-1.5 kWh  
(Equivalent to a laptop)

\$0.10-\$0.15 per cycle  
(\$2-4 per month)

# FOODILIZER™ : BENEFICIAL USES

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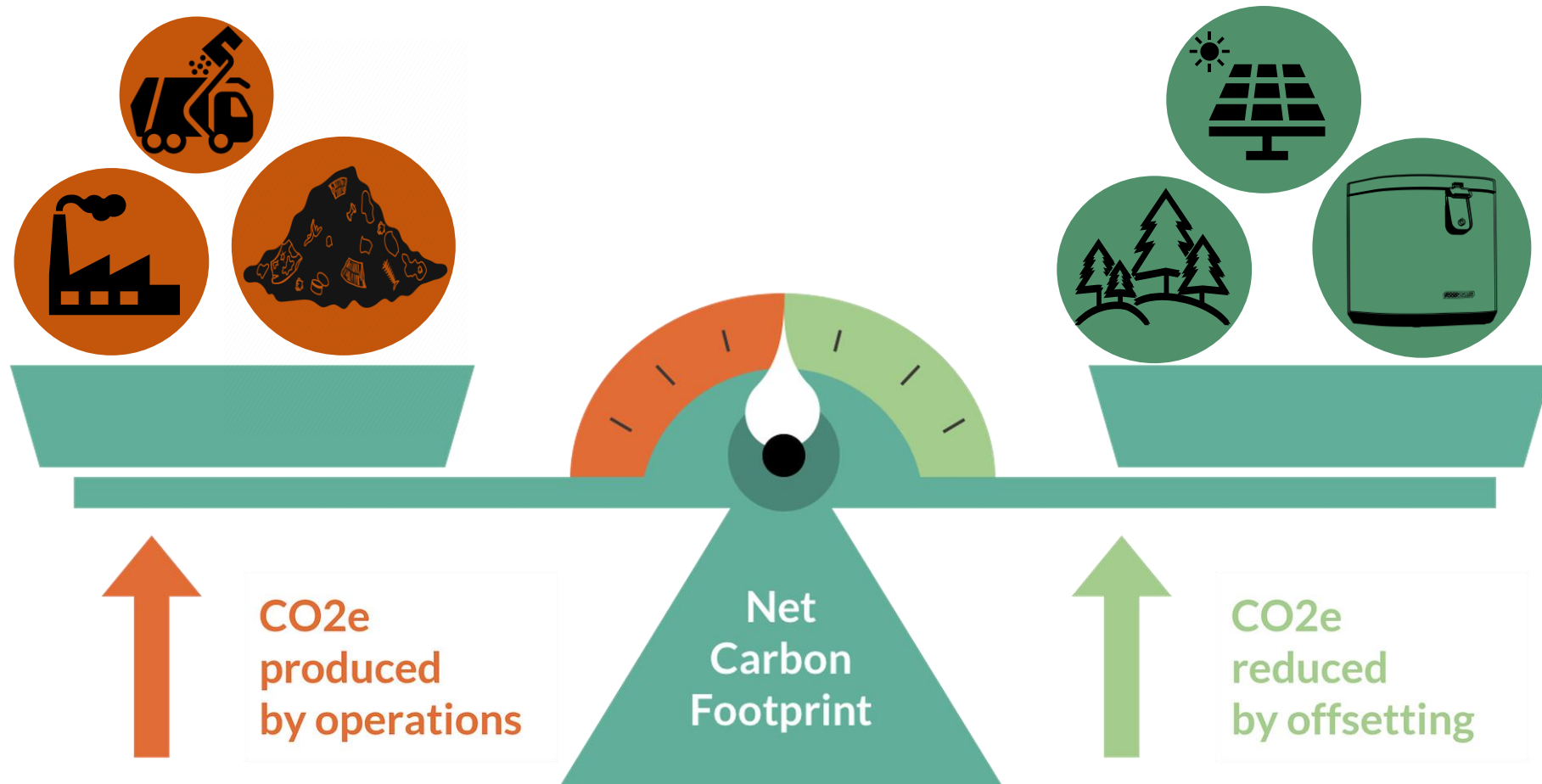
The FoodCycler by-product is a dry, sterile, odourless and nutrient-rich biomass with many beneficial uses and practical applications:

- Add to garden soil
- Add to backyard composter/tumbler/green cone
- Integrate to existing Leaf & Yard waste systems
- Pelletize/briquette as home heating alternative
- Drop off at compost site
- Drop off to a local farm
- Drop off to a community garden
- Add to Green Bin (where available)



# IMPACT: ENVIRONMENT

## The Path to Net Zero



# IMPACT: ECONOMIC





# IMPACT: PRESSURE

## Regulatory + Social

### THE TIME IS NOW

- Constituents want **solutions** to reduce their environmental impact
- Waste is perceived as a government problem and **regulations** are coming
- Food waste is “low-hanging fruit” to achieving higher **diversion** and addressing the environmental impact of waste



*"I've received a number of positive messages from residents saying, "sign me up, where can I get mine." I'm 100 per cent in favor of it."*

**Deputy Mayor Lyle Warden, (South Glengarry ON)**

*"We were extremely happy with this program and loved that it made us aware of our daily waste."*

**Pilot participant in South Glengarry**

*"It's a great tool to reduce household waste. Appreciate that the municipality is being innovative and piloting different solutions."*

**Pilot participant in Hornepayne**

*"It alleviates a lot of the concerns that people might have with backyard composting. The time commitment, the location, pests and animals..."*

**Kylie Hissa, Strategic Initiatives Officer  
(Kenora, ON)**

# THE FOODCYCLER PILOTS

The results are in.

Completed pilots in:

**4700**

**H o u s e h o l d s**

**40**

**M u n i c i p a l i t i e s**



**Participation Rate** **98%**

- 98% of pilot participants will continue using the FoodCycler after the pilot period

**Recommendation Rate** **96%**

- 96% of users would recommend the FoodCycler to friends/family/neighbours

**User Experience Rating** **4.6/5**

- 4.6 out of 5 star rating for the overall user experience of the FoodCycler

**Net New Diversion** **300 kg**

- Each participating household is estimated to divert approximately 300 kg of food waste per year

**Awareness + Prevention** **77%**

- 77% of pilot participants resolved to waste less food as a result of increased awareness

# FOOD WASTE REDUCTION CHALLENGE

## Impact Canada Finalists

### Federal Funding

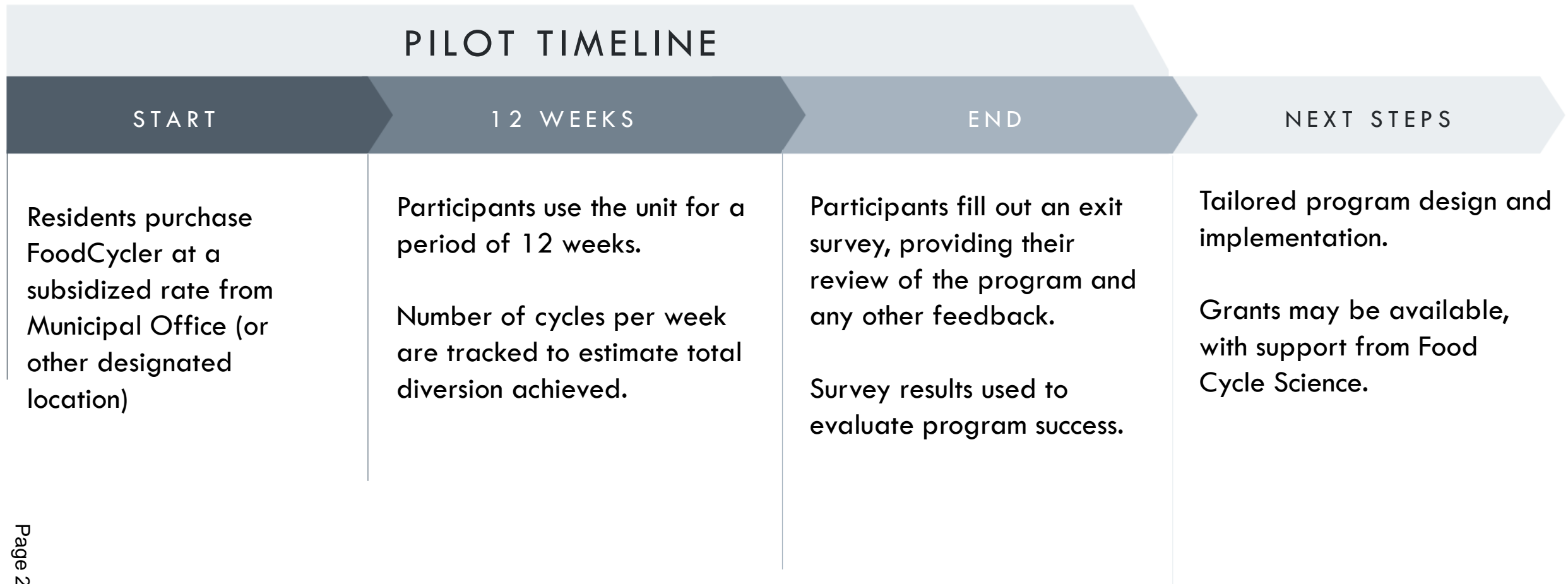
- ✓ Semi-Finalists in Stage 1 received **\$100,000**
- ✓ Finalists in Stage 2 received **\$400,000**
- Finalists will compete in Stage 3 to win one of two Grand Prizes of up to **\$1,500,000**

IN PARTNERSHIP WITH:



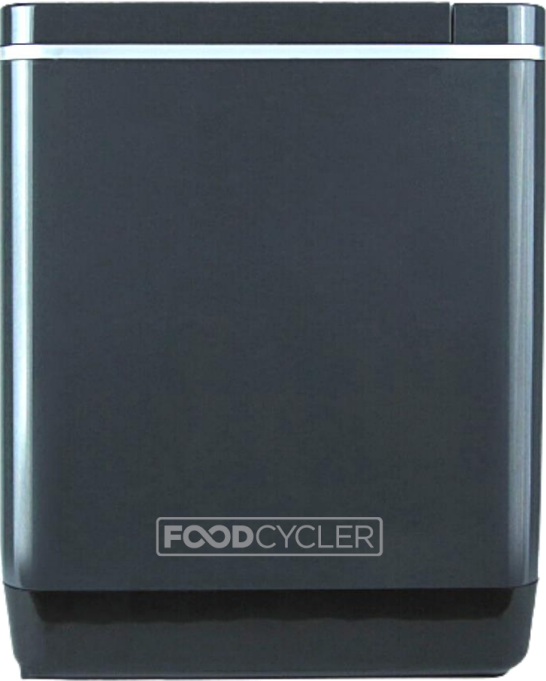
# PILOT PROGRAM

12 Weeks from Start to Finish



FUNDED PILOT PROGRAM OPTIONS

Municipal Subsidy Model



FOODCYCLER™  
FC-30

\$ 500

-\$ 200

-\$ 50

\$ 100

\$ 150

RETAIL PRICE

MUNICIPAL  
DISCOUNT

IMPACT CANADA  
INVESTMENT

\* MUNICIPAL  
SUBSIDY \*

RESIDENT  
COST

\$ 800

-\$ 250

-\$ 150

\$ 100

\$ 300



FOODCYCLER™  
MAESTRO

# FUNDED PILOT PROGRAM OPTIONS

## Pilot Scope Recommendations

Municipality Population	Pilot Scope	Municipal Investment
< 2,500 Residents	50 Households	\$5,000
2,500 – 10,000 Residents	100 Households	\$10,000
10,000 – 20,000 Residents	200 Households	\$20,000
> 20,000 Residents	250+ Households	\$25,000+

- **Plus shipping costs and applicable taxes**



## Next Steps:

- ❑ Receive presentation as information.
- ❑ If interested in partnering, refer to Staff for a recommendation to Council.





**THANK YOU!**  
**ANY QUESTIONS?**

**Jacob Hanlon**

Municipal Program Coordinator

Email: [jacobh@foodcycler.com](mailto:jacobh@foodcycler.com)

Phone: 613-316-4094

**The Municipal Solutions Team**

[municipal@foodcycler.com](mailto:municipal@foodcycler.com)





# MINUTES

## Regular Council Meeting

Tuesday, February 21, 2023  
4:40 PM  
Council Chambers/Zoom

The Regular Meeting of Council of the Town of Kirkland Lake was called to order on Tuesday, February 21, 2023, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

- Present: Mayor Stacy Wight, Councillor Lad Shaba, Councillor Casey Owens, Councillor Dolly Dikens, Councillor Rick Owen, and Councillor Patrick Kiely
- Regret(s): Councillor Janice Ranger
- Guests: Katherine Kryklywy, Anna McPherson - Representatives from Kenogami Watershed Ecological Alliance:  
(4:40 – 4:56 PM)
- Andre Leite, Christopher Adams, Adria Maillet, Ellen Chin, Amy Danchuk - Representatives from Agnico Eagle Mines Ltd.  
(4:40 – 5:11 PM)
- Staff: Chief Administrative Officer Alan Smith, Director of Economic Development Wilfred Hass (4:40 – 5:11PM), Director of Community Services Bonnie Sackrider, Director of Public Works Stephane Fortin, Director of Long-Term Care and Senior Services Tanya Schumacher, Director of Corporate Services Shawn LaCarte, Treasurer Lloyd Crocker, Manager of Human Resource Services Stephanie Dell, Planning Administrator Jenna McNaughton (4:40 – 6:08 PM), Municipal Clerk Jennifer Montreuil, and Executive Assistant to the Chief Administrative Officer/Deputy Clerk Amberly Spilman

### 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, February 21, 2023 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 4.2 General Update of Activities from Agnico Eagle Mines Ltd. as *"I am an employee of Northern College that currently has a contract with Agnico Eagle Mines Ltd. which directly affects my employment."*

Councillor Owen declared a conflict with Item 7.2 Notice of Motion by Mayor Wight - Request for Phlebotomy Services in North End of the District of Timiskaming as *"My son Brian's partner Mallory Surtess is a phlebotomist that works in North Timiskaming"*.

### 4. PETITIONS AND DELEGATIONS

- 4.1. Boreal Forest Medieval Village Impacts to Local Services and the Environment  
Katherine Kryklywy & Anna McPherson, Kenogami Watershed Ecological Alliance (KWEA)

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

**BE IT RESOLVED THAT** the delegation from representatives of Kenogami Watershed Ecological Alliance (KWEA) entitled "***Boreal Forest Medieval Village Impacts to Local Services and the Environment***" be received for information.

**CARRIED**

Having declared a conflict, Councillor Dickens removed herself from the Council Chambers at 4:56 PM.

- 4.2. General Update of Activities from Agnico Eagle Mines Ltd.  
Andre Leite, Vice-President, Ontario  
Christopher Adams, General Manager, Macassa Mine  
Adria Maillet, Director of Communications  
Ellen Chin, General Communications Supervisor, Ontario  
Amy Danchuk, Community Relations Coordinator

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

**BE IT RESOLVED THAT** the delegation from representatives of Agnico Eagle Mines Ltd. entitled "***General Update of Activities from Agnico Eagle Mines Ltd.***" be received for information.

**CARRIED**

Councillor Dickens returned to the Council Chambers at 5:10 PM and abstained from the vote.

## 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

Moved by: Councillor Rick Owen

Seconded by: Councillor Casey Owens

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

- Minutes of the Regular Meeting of Council held February 7, 2023.

**CARRIED**

Moved by: Councillor Lad Shaba

Seconded by: Councillor Patrick Kiely

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

- Minutes of the Kirkland Lake Police Services Board held August 10, 2022.

**CARRIED**

## 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

### 6.1. Request to Cancel Lease/Encroachment Agreements 23 Premier Ave. W. and 60 Second St.

Jenna McNaughton, Planning Administrator

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

**BE IT RESOLVED THAT** Report Number 2023-DEV-008 entitled “**Request to Cancel Lease Agreements: 23 Premier Avenue West & 60 Second Street**” be received;

**AND THAT** Council hereby cancel the Lease/Encroachment Agreements for 23 Premier Avenue West and 60 Second Street;

**AND FINALLY THAT** a by-law be brought forward for three readings on February 21, 2023 to this effect.

**CARRIED**

## 7. CONSIDERATIONS OF NOTICES OF MOTIONS

### 7.1. WITHDRAWN: Councillor Kiely - Ukraine Request for Donations

Councillor Shaba took the Chair at 5:14 PM

Having declared a conflict, Councillor Owen removed himself from the Council Chambers at 5:20 PM.

**7.2.** Mayor Wight - Request for Phlebotomy Services in North End of the District of Timiskaming

Moved by: Mayor Stacy Wight

Seconded by: Councillor Dolly Dickens

**WHEREAS** The Board of Directors of the Centre santé communautaire du Temiskaming have identified that the north-end of the District of Timiskaming is inequitable in its access to phlebotomy services despite an existing and growing demand in the area;

**AND WHEREAS** the current situation has a critical impact on area residents who face the unique challenges in Northern Ontario, such as shortages of healthcare professionals, having to travel considerable distances and enduring wait times in extreme weather conditions; and bear the added financial burden associated with limited availability of diagnostic phlebotomy services District-wide;

**AND WHEREAS** phlebotomy is an essential element in the identification of healthcare treatments which is paramount in the well-being of our residents and our community;

**THEREFORE BE IT RESOLVED THAT** Council for The Corporation of The Town of Kirkland Lake hereby support the request for equitable access to phlebotomy services in the north-end of the District of Timiskaming;

**AND FINALLY THAT** a copy of this Motion be forwarded to the CEO of the Kirkland & District Family Health Team, Minister of Health; Ontario Health Chief Regional Officer for North East & North West, MPP Cochrane-Timiskaming, MP Timmins-James Bay, the Federation of Northern Ontario Municipalities (FONOM), and all municipalities within the District of Timiskaming.

**CARRIED**

Councillor Owen returned to the Council Chambers at 5:28 PM.

**7.3.** Mayor Wight - Bill 42 *Gender Affirming Healthcare Act*

Moved by: Mayor Stacy Wight

Seconded by: Councillor Casey Owens

**WHEREAS** in the current state, medically necessary services are inaccessible to the majority of trans and gender diverse people in Ontario;

**AND WHEREAS** Gender affirming healthcare is recognized as medically necessary by the World Professional Association for Transgender Health and many other recognized medical institutions and organizations in Canada and around the world;

**AND WHEREAS** in November 2022, Bill 42 *Gender Affirming Healthcare Act* was introduced in the Ontario Legislature as an essential first step to improving the health and healthcare of transgender, non-binary, 2-Spirit and gender diverse people in Ontario;

**AND WHEREAS** if passed, this Bill will require the Ministry of Health to form an advisory committee to review the state of trans healthcare in Ontario and make recommendations to the Minister of Health for improving gender affirming care in Ontario;

**THEREFORE BE IT RESOLVED THAT** Council for The Corporation of the Town of Kirkland Lake support the passing of Bill 42 - *Gender Affirming Health Care Act*;

**AND FINALLY THAT** a copy of this resolution be sent to Premier of Ontario, the Ontario Ministry of Health, the Ontario Ministry of Social Services, MPP Cochrane-Timiskaming, MP Timmins-James Bay, the Federation of Northern Ontario Municipalities (FONOM), Kirkland & District Family Health Team, Ontario Health Chief Regional Officer for North East & North West, and all municipalities within the District of Timiskaming.

**CARRIED**

Mayor Wight resumed as Chair at 5:35 PM.

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

Moved by: Councillor Lad Shaba

Seconded by: Councillor Rick Owen

- 8.1 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 23-008**, being a by-law authorizing the Mayor and Municipal Clerk to execute a Contract Extension Agreement with RSM Building Consultants Inc. for Professional Building and Safety Services.

**CARRIED**

Moved by: Councillor Patrick Kiely

Seconded by: Councillor Casey Owens

- 8.2 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 23-009**, being a by-law to repeal by-laws that establish leases and encroachments of certain Town lands.

**CARRIED**

## 9. QUESTIONS FROM COUNCIL TO STAFF

None.

## 10. NOTICE(S) OF MOTION

None.

## 11. COUNCILLOR'S REPORTS

### 11.1. Updates from Members of Council

Moved by: Councillor Lad Shaba

Seconded by: Councillor Rick Owen

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

**CARRIED**

## 12. ADDITIONAL INFORMATION

None.

Council took recess at 5:49 PM and reconvened at 6:01 PM.

## 13. CLOSED SESSION

Moved by: Councillor Rick Owen

Seconded by: Councillor Casey Owens

**BE IT RESOLVED THAT** Council adjourn in-camera pursuant to Section 239 (2) of the *Municipal Act*, 2001, as amended, to discuss personal matters about an identifiable individual, including municipal or local board employees; a proposed or pending acquisition or disposition of land by the municipality or local board, and Labour relations or employee negotiations at 6:02 PM for the following reason(s):

- Item 13.1 Request to Purchase a Closed Road Allowance Adjacent to 1 Foss Rd.
- Item 13.2 Collective Bargaining – United Steelworkers Local 2020
- Item 13.3 Verbal Report - Supplemental Committee of Council Public Appointments

**CARRIED**

Moved by: Councillor Rick Owen

Seconded by: Councillor Lad Shaba

**BE IT RESOLVED THAT** Council reconvene in open session at 6:15 PM.

**CARRIED**



## 14. MATTERS FROM CLOSED SESSION

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

### 14.1 Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road (Item 13.1)

Moved by: Councillor Casey Owens

Seconded by: Councillor Lad Shaba

**BE IT RESOLVED THAT** Report Number 2023-DEV-010 entitled “**Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road**” be received;  
**AND THAT** Council approve the sale of land described as Parts 1 & 2, 54R-6325 to Rene Emmell in the sum of \$2,082.81;  
**AND THAT** Council authorize the Mayor and Municipal Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;  
**AND FINALLY THAT** a by-law for the sale of property be brought forward for three readings on March 7, 2023.

**CARRIED**

### 14.2 Collective Bargaining- United Steelworkers Local 2020 (The Union) (Item 13.2)

Moved by: Councillor Patrick Kiely

Seconded by: Councillor Rick Owen

**BE IT RESOLVED THAT** Report Number 2023-CAO-002 entitled “**Collective Bargaining – United Steelworkers Local 2020 (The Union)**” be received;  
**AND THAT** Council approve the Memorandum of Settlement between The Corporation of The Town of Kirkland Lake and United Steelworkers Local 2020 as presented;  
**AND THAT** Council authorize the Mayor and Municipal Clerk to sign the Collective Agreement between The Corporation of The Town of Kirkland Lake and the United Steelworkers Local 2020 (Volunteer Fire Fighters) covering the period of February 3, 2023 to February 3, 2026;  
**AND FINALLY THAT** an execution by-law be brought forward for three readings on March 7, 2023.

**CARRIED**

### 14.3 Supplemental Committees of Council Public Appointments (Item 13.3)

Moved by: Councillor Lad Shaba

Seconded by: Councillor Dolly Dikens

**BE IT RESOLVED THAT** the following individual be appointed to the Kirkland Lake Economic Development Committee for the year 2023 in this Term of Council:

- Natasha Dombrowski;

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

- Melinda Robin.

**CARRIED**

## 15. CONFIRMATION BY-LAW

### 15.1. By-Law #23-010

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 23-010**, being a by-law to confirm the proceedings of Council at its meeting held Tuesday, February 21, 2023.

**CARRIED**

## 16. ADJOURNMENT

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

**BE IT RESOLVED THAT** this Regular Meeting of Council do now adjourn at 6:18 PM.

**CARRIED**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON MARCH 7, 2023



## MINUTES OF THE INAUGURAL MEETING OF THE BOARD

Held on Thursday, January 19<sup>th</sup>, 2023, at 5:30 PM via Zoom Videoconference

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Present: Derek Mundle (Chair), Pat Kiely (Vice-Chair), Rick Owen, Jesse Foley, Lois Perry, Clifford Fielder, Ian Macpherson, Mark Stewart (CAO)

Staff: Corey Mackler – Director of Infrastructure and Corporate Integration, Lyne Labelle – Children's Services Manager, Steve Cox – Housing Services Manager, Janice Loranger – Director of Finance, Louanna Lapointe – Ontario Works Manager, Michelle Caron - Recorder

Absent: Jeff Laferriere, Mary-Jo Lentz

Guests:

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The Regular Meeting of the Board was called to order at 5:32 PM.

### 1.0 CALL TO ORDER, INTRODUCTIONS, AND LAND ACKNOWLEDGMENT

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 3.0 ACCEPTANCE/ADDITIONS TO AGENDA

The Agenda was amended with the addition of 2.0 Disclosure of Pecuniary Interest.

### 4.0 ELECTION OF CHAIR AND VICE-CHAIR

#### Resolution 2023-01

Moved by Ian Macpherson and seconded by Clifford Fielder

**THAT Derek Mundle be nominated for the position of Chair of the District of Timiskaming Social Services Administration Board for the year of 2023. Nomination accepted.**

Carried.

#### Resolution 2023-02

Moved by Ian Macpherson and seconded by Clifford Fielder

**THAT the nomination for the Chair be closed and that Derek Mundle accepts the position of Chair of the District of Timiskaming Social Services Administration Board for the year of 2023.**

Carried.

#### Resolution 2023-03

Moved by Rick Owen and seconded by Jesse Foley

**THAT Pat Kiely be nominated for the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year of 2023. Nomination accepted.**

Carried.

#### Resolution 2023-04

Moved by Rick Owen and seconded by Jesse Foley

**THAT the nomination for the Vice-Chair be closed and that Pat Kiely accepts for the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year of 2023.**

Carried.

## **5.0 CONFIRMATION OF 2023 PROPOSED BOARD MEETING SCHEDULE**

### **Resolution 2023-05**

Moved by Ian Macpherson and seconded by Lois Perry

**THAT the Board approve the 2023 DTSSAB Board meeting schedule.**

Carried.

## **6.0 ORIENTATION**

Presentations were put forward to the Board for the purposes of Orientation covering Office of the Chief Administrative Officer, Communications, Informational Technology, and Finance. The Board was also presented an Orientation for the Housing Services Program and proposed budget, as well as Children's Services Program and proposed budget.

### **6.3 Housing Services 2022 Capital Carry Over**

#### **Resolution 2023-06**

Moved by Clifford Fielder and seconded by Rick Owen

**THAT the Board approve the transfer of surplus capital funds for 2022 in the amount of approximately \$ 70,000.00 to the Social Housing capital reserve account for use in 2023 for scheduled capital repairs. The exact amount of the surplus will be determined at year end through a consensus between the Director of Finance and the Housing Services Manager.**

Carried.

### **6.4 Housing Services 2022 Write Offs**

#### **Resolution 2023-07**

Moved by Pat Kiely and seconded by Jesse Foley

**THAT the Board approve to write off \$ 50,623.16 of uncollected rent and maintenance charges from former tenants for the 2022 fiscal year.**

Carried.

## **7.0 NEW BUSINESS**

### **7.1 MEMORANDUM UPDATE REGARDING ZACK'S CRIB**

This memorandum was prepared and presented to the Board by Steve Cox, Housing Services Manager, for information.

### **7.2 ECE PROGRAM PROJECT – JOINT PARTNERSHIP WITH NORTHERN COLLEGE**

This memorandum was prepared and presented to the Board by Lyne Labelle, Children's Services Manager, for information.

### **7.3 GARDERIE FRANCOFLEUR ET MIEL MITIGATION FUND**

This memorandum was prepared and presented to the Board by Lyne Labelle, Children's Services Manager, for information.

### **8.0 ADJOURNMENT/MEXT MEETING**

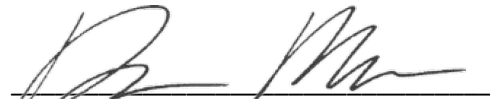
#### **Resolution 2023-08**

Moved by Lois Perry and seconded by Ian Macpherson

**THAT the Board meeting be hereby adjourned at 7:42 PM. AND THAT the next meeting be held on February 1st, 2023, or at the call of the Chair.**

Carried.

Minutes signed as approved by the Board:

  
Derek Mundle, Chair

01 February 2023

Date

Recorder: Michelle Caron



## MINUTES OF THE SPECIAL MEETING OF THE BOARD

Held on Wednesday, February 1<sup>st</sup>, 2023, at 5:30 PM at Evanturel Township Hall

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Present: Derek Mundle (Chair), Jeff Laferriere, Mary-Jo Lentz, Jesse Foley, Lois Perry, Clifford Fielder, Ian Macpherson, Mark Stewart (CAO)

Staff: Corey Mackler – Director of Infrastructure and Corporate Integration, Janice Loranger – Director of Finance, Louanna Lapointe – Ontario Works Manager, John McCarthy – EMS Chief, Robert Rosewell – EMS Superintendent, Michelle Caron - Recorder

Absent: Pat Kiely (Vice-Chair), Rick Owen

Guests: Darlene Wroe (Media)

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The Special Meeting of the Board was called to order at 5:31 PM.

### 1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

### 3.0 PETITIONS AND DELEGATIONS

Nil

### 4.0 ACCEPTANCE/ADDITIONS TO AGENDA

#### Resolution 2023-09

Moved by Clifford Fielder and seconded by Ian Macpherson

**THAT the agenda of the Special Meeting of the Board held on February 1<sup>st</sup>, 2023, be accepted as presented.**

**Carried.**

### 5.0 ADOPTION OF PREVIOUS MINUTES – January 19<sup>th</sup>, 2023, INAUGURAL MEETING OF THE DTSSAB BOARD

#### Resolution 2023-10

Moved by Lois Perry and seconded by Jesse Foley

**THAT the Minutes of the Regular Meeting of the DTSSAB Board on January 19<sup>th</sup>, 2023, be accepted as presented.**

**Carried.**

### 6.0 NEW BUSINESS

#### 6.1 2022 4<sup>th</sup> Quarter Report

This report was prepared by the Senior Leadership Team and was presented to the Board for information.

#### 6.2 Ontario Works Presentation

An orientation presentation was presented to the Board by Louanna Lapointe, Ontario Works Manager, regarding the Ontario Works Program for information.

**6.3 Ontario Works Budget**

Louanna Lapointe, Ontario Works Manager, presented the 2023 proposed budget for the Ontario Works Program.

**6.4 Emergency Medical Services Presentation**

An orientation presentation was presented to the Board by John McCarthy, EMS Chief, regarding the Emergency Medical Services and Community Paramedicine Program for information.

**6.5 Emergency Medical Services Budget**

John McCarthy, EMS Chief, presented the 2023 proposed budget for the Emergency Medical Services and Community Paramedicine Program.

**6.6 Program Support Budget**

Janice Loranger, Director of Finance, presented the 2023 proposed budget for Program Support.

**6.7 Board Budget**

Janice Loranger, Director of Finance, presented the 2023 proposed budget for the Board.

**7.0 IN-CAMERA SESSION**

**Resolution 2023-11**

Moved by Mary-Jo Lentz and seconded by Jeff Laferriere

**THAT the Board move to the in-camera session to discuss a Board Property matter and Human Resource matter.**

Carried.

**8.0 RETURN TO REGULAR SESSION**

**Resolution 2023-12**

Moved by Mary-Jo Lentz and seconded by Lois Perry

**THAT the Board resolve to rise from the in-camera session and reconvene with the Regular Meeting of the Board without report at 8:33 PM.**

Carried.

**9.0 ADJOURNMENT/MEXT MEETING**

**Resolution 2023-13**

Moved by Jesse Foley and seconded by Jeff Laferriere

**THAT the Board meeting be hereby adjourned at 8:35 PM. AND THAT the next meeting be held on February 15<sup>th</sup>, 2023, or at the call of the Chair.**

Carried.

Minutes signed as approved by the Board:



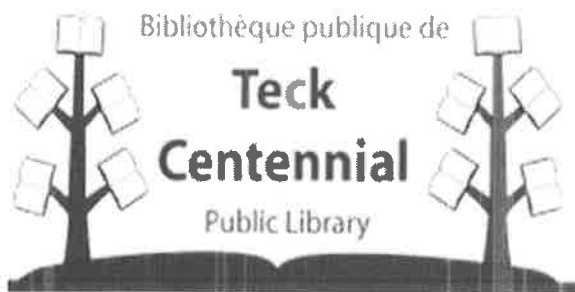
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Derek Mundle, Chair

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Date

Recorder: Michelle Caron



# MINUTES

Corporation of the Town of Kirkland Lake  
Kirkland Lake Public Library Board  
Teck Centennial Public Library Meeting Room  
April 21, 2022  
5:00 pm

## **Attendance**

Board Chair: Shirley Scott  
Trustees: Ms. J. Johnson; Mrs. H. Miller; Ms. S. Wight  
Secretary: Cheryl Lafreniere  
Regrets: Mrs. S. Orr

## **1. Call to Order**

Chair Mrs. S. Scott called the meeting to order at 5:01 p.m.

## **2. Additions to the Agenda**

### New Business

11.2 Increase Children's Department float

## **3. Approval of the Agenda**

Moved by: Ms. J. Johnson  
Seconded by: Ms. S. Wight

***Motion # 2022 - 21: BE IT RESOLVED THAT the Agenda for the Kirkland Lake Public Library Board meeting held on April 21, 2022 beginning at 5:01 p.m. be approved as amended to all Board Members.***

***CARRIED***

## **4. Declaration of Pecuniary Interest**

None noted

## **5. Presentations / Delegations**

None noted

6. **Acceptance of Minutes and Recommendations**

Moved by: Ms. S. Wight  
Seconded by: Ms. H. Miller

***Motion # 2022 –22: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the minutes of the regular meeting held on Thursday, March 17, 2022 as presented.

***CARRIED***

7. **Business Arising from the Minutes**

No business arising.

8. **Reports**

8.1 Librarian's Monthly Report

***BE IT RESOLVED THAT*** the Librarian's Monthly Report for March 2022, be received as presented and discussed.

8.2 Statistics for month of February 2022

***BE IT RESOLVED THAT*** the statistics for the month of March 2022, be received as presented and discussed.

8.3 Financial Reports

8.3.1 Bills and Accounts

Moved by: Ms. S. Wight  
Seconded by: Mrs. H. Miller

***Motion # 2022 – 23: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board approve the Bills and Accounts for the month February 2022, as presented and discussed.

***CARRIED***

8.3.2 Royal Bank Statements

The Kirkland Lake Public Library Board reviewed the two Royal Bank Statements for the month of February.

#### 8.4 Policy Review

Moved by: Ms. J. Johnson  
Seconded by: Mrs. H. Miller

***Motion # 2022 – 24: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board approves the Library and Political Elections policy; OP – 17.

***CARRIED***

### 9. Correspondence

#### 9.1 Memo from Municipal Clerk – Meeting Schedule:

Moved by: Mrs. H. Miller  
Seconded by: Ms. J. Johnson

***Motion # 2022 – 25: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board will cancel the November 2022 meeting due to the Municipal Election and will reconvene on December 15, 2022.

***CARRIED***

#### 9.2 Memo from Municipal Clerk – Lame Duck

Received as information.

### 10. Unfinished Business

There was no unfinished business to discuss at this time.

### 11. New Business

#### 11.1 Transfer of Funds:

Moved by: Ms. J. Johnson  
Seconded by: Ms. S. Wight

***Motion # 2022 – 26: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board approves the transfer of \$5,000.00 from the Smile Cookie Account for the purchase of furniture, supplies and books for the children's department.

***CARRIED***

11.2 Increase Float

Moved by: Mrs. H. Miller

Seconded by: Ms. J. Johnson

**Motion # 2022 - 27: BE IT RESOLVED that** the Kirkland Lake Public Library will increase the children's daily float from \$15.00 per day to \$25.00 per day in order to accommodate the increase in sales from

12. Closed Session

Public Libraries Act R.S. O. 1990, c. P.44, s. 16.1 (b) personal matters about an identifiable individual.

Moved by: Ms. S. Wight

Seconded by: Ms. J. Johnson

**Motion # 2022 -28: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board move into closed session at 5:35 p.m. for reasons permitted under the Public Libraries Act

RE: discussions of matters about an identifiable individual.

***CARRIED***

Resolution to Rise from In Camera

Moved by: Ms. S. Wight

Seconded by: Mrs. H. Miller

**Motion # 2022 - 29:** That the Kirkland Lake Public Library Board now move out of closed session at 5:44 p.m. with report.

***CARRIED***

**13. Next Meeting**

CEO informed the Library Board that she will be on vacation May 19 and 20 and therefore asked if the next meeting can be rescheduled for the following week or just postponed until the June meeting. It has been decided the next regular scheduled meeting will take place on Thursday, June 16, 2022, at 5:00 p.m.

The Library Board would also like to acknowledge Noel Guimond's dedication and volunteerism to the library by presenting him with a plaque and a small family gathering at the library immediately following the meeting.

**14. Adjournment**

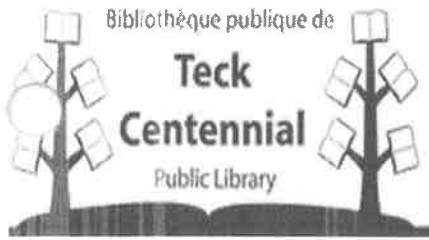
Moved by: Mrs. H. Miller  
Seconded by: Ms. S. Wight

***BE IT RESOLVED THAT*** members adjourn the April 21, 2022, Kirkland Lake Public Library Board Meeting.

*The meeting adjourned at 5:50 p.m.*

  
\_\_\_\_\_  
Shirley Scott, Board Chair

  
\_\_\_\_\_  
Cheryl Lafreniere, Secretary to the Board



# Minutes

Corporation of the Town of Kirkland Lake  
Kirkland Lake Public Library Board  
Teck Centennial Public Library Meeting Room  
Thursday, July 7, 2022  
5:00 p.m.

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## **Attendance**

Chair: Shirley Scott  
Trustees: Mrs. H. Miller, Ms. J. Johnson, S. Wight  
Secretary: Ms. Cheryl Lafreniere

### 1. **Call to order**

Board Chair, Mrs. S. Scott called the meeting to order at 5:25 p.m.

### 2. **Additions/Amendments to the Agenda**

-Date on the Agenda should read July 7, 2022 and not June 23, 2022.

-Guest Brianne Boyle should be removed from the agenda, as she presented on June 23<sup>rd</sup>, 2022. In attendance were, Ms. Stacy Wight, Mrs. Helen Miller and Ms. C. Lafreniere.

### 3. **Approval of the Agenda**

Moved by: Ms. S. Wight  
Seconded by: Ms. J. Johnson

***Motion # 2022 – 30: BE IT RESOLVED THAT the Agenda for the Kirkland Lake Public Library Board meeting, held on Thursday, July 7, 2022 beginning at 5:00 p.m. approved by all Board Members as amended.***

**Carried**

### 4. **Declaration of Conflict of Interest**

None Noted

### 5. **Presentations / Delegations**

None at this time



6. **Acceptance of Minutes and Recommendations**

Moved by: Ms. J. Johnson  
Seconded by: Ms. S. Wight

***Motion # 2022 – 31: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the minutes of the regular meeting held on Thursday, April 21, 2022 as presented.

**Carried**

7. **Business Arising**

There was no business to discuss at this time.

8. **Reports**

8.1 **Monthly Reports**

8.1.1 **Librarian's Report**

***BE IT RESOLVED THAT*** the Librarian's Report for the months April and May 2022 was presented and discussed.

-CEO highlighted a few key points: We had 56 new memberships in the months of April and May. Over 4,800 printed items were checked out and over 840 digital items were checked out in April and May.

-We received a \$500 grant from International Dyslexia Association for the purchase of Decodable Books – which are designed to align with explicit, systematic phonics instruction.

-We received a \$4000 donation from the Rotary Club for the purchase of Chromebooks for our children's department.

-The Library partnered with NEOFACS to celebrate Children's Mental Health Week from May 2-8) by providing the book "What's my Super Power" for a fun StoryWalk around Civic Park.

8.1.2 **Statistics**

***BE IT RESOLVED THAT*** the monthly library statistics for the months of April and May 2022, were highlighted and discussed.

8.2 **Finance Report**

8.2.1 **Bills and Accounts**

Moved by: Mrs. H. Miller  
Seconded by: Ms. J. Johnson

**Motion # 2022 - 32: *BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board approve the Bills and Accounts for the months of April and May 2022, as presented and discussed.

**Carried**

8.2.2 Royal Bank Statements

The Kirkland Lake Public Library Board reviewed the Royal Bank Statements for the months of April and May for both bank accounts.

-CEO will go to the bank and transfer the funds from the KLPLB account into the TCL account before the next meeting.

8.3 Policy and By-Law Review

8.3.1 Operational Policy – Movie Lending Policy OP-05

-Deferred until next meeting.

8.3.2 Operational Policy – Circulation Policy OP-06

-Deferred until next meeting.

9. **Correspondence**

9.1 Ontario Library Service – Overdrive Maintenance

-Received as information.

9.2 Royal Bank – Fee Account Changes

-Received as information – Fees will increase from \$4.50 per month to \$5.00 per month.

9.3 Bradford West Gwillimbury Public Library

-Received as information.

9.4 Letter of Resignation – Mrs. Sandra Orr

Moved by: Ms. S. Wight  
Seconded by: Mrs. H. Miller

**Motion # 2022 – 33: *BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the Ms. Sandra Orr's letter of resignation from the Library Board with deep regret.

**Carried**

## 10. Unfinished Business

-There was no unfinished business to discuss at this time.

## 11. New Business

### 11.1 Clothing Library

Library CEO, Stacy Wight, and Helen Miller met with Brianne Doyle to discuss the potential of offering a Baby Clothing Library. There are some concerns to address as well as space issues. I hope to have more information at the next meeting in September.

## 12. Closed Session

Public Libraries Act R.S.O. 1990, c.P.44, s. 16.1 (b) personal matters about an identifiable individual.

Moved by: Ms. J. Johnson  
Seconded by: Mrs. H. Miller

**Motion # 2022 – 34: *BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board move into closed session at 6:06 p.m. for reasons permitted under the Public Libraries Act.

**Carried**

Moved by: Ms. S. Wight  
Seconded by: Ms. J. Johnson

**Motion # 2022 – CS-10: *BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the minutes of the Closed Session held on July 7, 2022 as presented.

**Carried**

**Resolution to Rise from In Camera**

Moved by: Ms. H. Miller

Seconded by: Ms. S. Wight

**Motion # 2022 – 35: BE IT RESOLVED THAT** the Kirkland Lake Public Library now move out of closed session at 6:09 p.m.

**Carried**

**13. Next Meeting**

The next regular meeting will be held on Thursday, September 15, 2022 at 5:00 p.m.

**14. Adjournment**

Moved by: Ms. J. Johnson

Seconded by: Ms. S. Wight

**BE IT RESOLVED THAT** members of the Kirkland Lake Public Library Board adjourn the Thursday, July 7, 2022 meeting.

*The meeting adjourned at 6:20 p.m.*

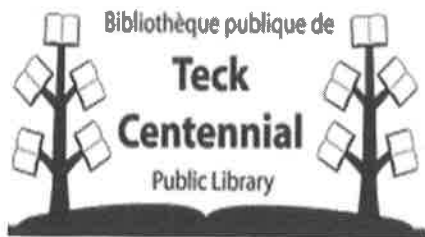
**Note:**

Before the meeting adjourned, the members of the Kirkland Lake Public Library Board discussed the arrangement of a small gathering at a local restaurant to honor Mr. Noel Guimond for his participation and dedication for 60 years of volunteering on the Kirkland Lake Public Library Board. The gathering will take place in August.

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Mrs. Shirley Scott, Acting Board Chair

  
\_\_\_\_\_  
Ms. C. Lafreniere, Secretary to the Board



# Minutes

Corporation of the Town of Kirkland Lake  
Kirkland Lake Public Library Board  
Teck Centennial Public Library Meeting Room  
September 29, 2022  
5:00 p.m.

## **Attendance**

Board Chair: Mrs. Shirley Scott  
Trustees: Ms. J. Johnson, Ms. S. Wight, Mrs. H. Miller  
Secretary: Cheryl Lafreniere  
Guests: Bonnie Sackrider

### 1. **Call to order**

Board Chair Mrs. S. Scott called the meeting to order at 5:00p.m.

### 2. **Additions to the Agenda**

#### Correspondence

10.5 Thank you card

### 3. **Approval of the Agenda**

Moved by: Ms. J. Johnson  
Seconded by: Mrs. H. Miller

***Motion # 2022 - 36: BE IT RESOLVED THAT the Agenda for the Kirkland Lake Public Library Board meeting, held on Thursday, September 29, 2022, beginning at 5:00 p.m. approved as amended to all Board Members.***

**CARRIED**

### 4. **Declaration of Conflict of Interest**

None noted

### 5. **Presentations / Delegations**

Bonnie Sackrider presented the Pay Equity report to the Library Board.

6. **Closed Session**

That the Kirkland Lake Public Library Board now hold a meeting that is closed to the public, pursuant to:

The Public Libraries Act, Section 16.1(4) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(b) personal matters about an identifiable individual

Moved by: Ms. S. Wight

Seconded by: Mrs. H. Miller

***Motion # 2022 -37: BE IT RESOLVED that*** the Kirkland Lake Public Library conduct a Closed meeting as the subject matter being considered concerns labour relations or employee negotiations.

6.1 Pay Equity Report

The meeting was moved in-camera at 5:04p.m.

The meeting was moved out of in-camera at 5:40p.m. with report.

7. **Approval of Minutes**

Moved by: Ms. S. Wight

Seconded by: Ms. J. Johnson

***Motion # 2022 -38: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the minutes of the regular scheduled meeting held on Thursday, July 7, 2022 as presented.

**CARRIED**

8. **Business Arising from the Minutes**

There was no business to discuss at this time.

9. **Reports**

9.1 **Monthly Reports:**

9.1.1 Librarian's Report

**BE IT RESOLVED THAT** the Librarian's Report for the months of June, July and August 2022, be received as presented and discussed.

9.1.2 Statistics

**BE IT RESOLVED THAT** the statistics for the months of June, July and August 2022, be received as presented and discussed.

9.2 **Children's Library Re-design Project**

The minutes from the Children's Re-design project were discussed. CEO also updated the Board how the in-person visit with the architects went.

9.3 **Policy and By-Law Review**

Posting and Distribution of Materials OP-18

Moved by: Ms. S. Wight

Seconded by: Mrs. H. Miller

**Motion # 2022 -39: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board accepts policy OP – 18 Posting and Distribution of Materials.

**CARRIED**

9.4 **Financial Reports**

9.4.1 Bills and Accounts

Moved by: Ms. J. Johnson

Seconded by: Mrs. H. Miller

**Motion # 2022 -40: BE IT RESOLVED THAT** the Kirkland Lake Public Library accepts the Bills and Accounts for the months of June, July and August 2022 as discussed and presented.

**CARRIED**

9.4.2 TCL Royal Bank Statement

The Kirkland Lake Public Library Board reviewed the Teck Centennial Library Royal Bank statements for the months of June, July and August 2022.



9.4.3 KLPLB Royal Bank Statement

The Kirkland Lake Public Library Board reviewed the Kirkland Lake Public Library Board's Royal Bank statements for the months of June, July and August 2022.

10. Correspondence

- 10.1 Manulife Investment Management – For information  
Regarding changes from one administrative system to another.
- 10.2 Jim French  
Book Donation. The book titled "Mountain Ash" has been processed, catalogued and placed for circulation.
- 10.3 Ministry of Labour, Immigration, Training and Skills Development – Updates to workplace-related COVID-19 guidance – For information
- 10.4 For your information from FOPL (Federation of Ontario Public Libraries)  
For information.
- 10.5 Thank you card  
Thank you card from Mr. Noel Guimond.

11. Unfinished Business

There was no unfinished business to discuss at this time.

12. New Business

12.1 Enabling Accessibility Fund Application

Moved by: Ms. S. Wight  
Seconded by: Ms. J. Johnson

**Motion # 2022 - 41: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board approves the CEO's application to the Enabling Accessibility Fund to seek funding for accessible doors for the children's entrance, new accessible circulation desk, height adjustable tables and new accessible shelving for the children's re-design project.

**CARRIED**

12.2 2023 OverDrive Shared Collection Fee

Moved by: Ms. J. Johnson  
Seconded by: Ms. S. Wight

**Motion # 2022 - 42: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board accepts the CEO's recommendation to purchase Books from OverDrive for the 2023 operating year at a cost of \$1,930.00.

**CARRIED**

13. Confirmation of date and time of next meeting

Thursday, October 15th, 2022, 5:00pm

14. Adjournment


Moved by:  
Seconded by:

**BE IT RESOLVED,** members adjourned the September 29, 2022, Kirkland Lake Public Library Board meeting.

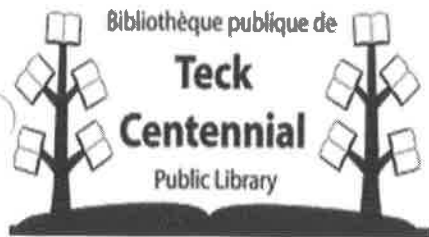
*The meeting was adjourned at 6:10p.m.*

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Shirley Scott, Board Chair

  
Cheryl Lafreniere, Secretary to the Board

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# Minutes

Corporation of the Town of Kirkland Lake  
Kirkland Lake Public Library Board  
Teck Centennial Public Library Meeting Room  
October 19, 2022  
5:00 p.m.

## **Attendance**

Board Chair: Mrs. Shirley Scott  
Trustees: Ms. S. Wight, Mrs. H. Miller  
Absent: Ms. Janine Johnson  
Secretary: Cheryl Lafreniere  
Guests: Melissa Orth

### 1. **Call to order**

Board Chair Mrs. S. Scott called the meeting to order at 5:00p.m.

### 2. **Additions to the Agenda**

New Business – 12.1 – Christmas Holiday Operating Hours

### 3. **Approval of the Agenda**

Moved by: Ms. S. Wight  
Seconded by: Mrs. H. Miller

***Motion # 2022 - 43: BE IT RESOLVED THAT the Agenda for the Kirkland Lake Public Library Board meeting, held on Thursday, October 19, 2022, beginning at 5:00 p.m. approved as amended to all Board Members.***

**CARRIED**

### 4. **Declaration of Conflict of Interest**

None noted

### 5. **Presentations / Delegations**

None noted

### 6. **Approval of Minutes**

Moved by: Mrs. H. Miller

Seconded by: Ms. S. Wight

***Motion # 2022 -44: BE IT RESOLVED THAT*** the Kirkland Lake Public Library Board accepts the minutes of the regular scheduled meeting held on Thursday September 29, 2022 as presented.

**CARRIED**

7. **Business Arising from the Minutes**

There was no business to discuss at this time

8. **Closed Session**

The Public Libraries Act, Section 16.1(4) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(b) personal matters about an identifiable individual

Moved by: Ms. S. Wight

Seconded by: Mrs. H. Miller

***Motion # 2022 -45: BE IT RESOLVED that*** the Kirkland Lake Public Library Board approve the minutes of the closed meeting held on September 29, 2022, regarding personal matters.

**CARRIED**

9. **Reports**

9.1 **Monthly Reports:**

9.1.1 Librarian's Report

***BE IT RESOLVED THAT*** the Librarian's Report for the months of September 2022 be received as presented and discussed.

9.1.2 Statistics

***BE IT RESOLVED THAT*** the statistics for the month of September 2022, be received as presented and discussed.

## 9.2 **Children's Library Re-design Project**

The library board reviewed the draft drawing of the children's re-design project.

## 9.3 **Policy and By-Law Review**

### 9.3.1 Succession Planning Governance – GOV - 11

Moved by: Mrs. H. Miller

Seconded by: Ms. S. Wight

**Motion # 2022 -46: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board accepts policy GOV – 11 Succession Planning.

**CARRIED**

### 9.3.2 Board-CEO Partnership Governance – GOV – 12

Moved by: Mrs. H. Miller

Seconded by: Ms. S. Wight

**Motion # 2022 - 47: BE IT RESOLVED that** the Kirkland Lake Public Library Board approves the policy GOV – 12 – Board – CEO Partnership.

**CARRIED**

### 9.3.3 Library Board Trustee Position Description

The Library Board reviewed and discussed the Library Board Trustee Position Description.

## 9.4 **Financial Reports**

### 9.4.1 Bills and Accounts

Moved by: Ms. S. Wight

Seconded by: Mrs. H. Miller

**Motion # 2022 -48: BE IT RESOLVED THAT** the Kirkland Lake Public Library accepts the Bills and Accounts for the month of September, 2022 as discussed and presented.

**CARRIED**

9.4.2 TCL Royal Bank Statement

The Kirkland Lake Public Library Board reviewed the Teck Centennial Library Royal Bank statements for the months of September 2022.

9.4.3 KLPLB Royal Bank Statement

The Kirkland Lake Public Library Board reviewed the Kirkland Lake Public Library Board's Royal Bank statements for the months of September 2022.

10. **Correspondence**

There was no correspondence to discuss.

11. **Unfinished Business**

There was no unfinished business to discuss at this time.

12. **New Business**

12.1 Christmas Holiday Hours

Moved by: Mrs. H. Miller  
Seconded by: Ms. S. Wight

**Motion # 2022 - 49: BE IT RESOLVED, THAT** the Kirkland Lake Public Library Board approves the following Christmas Holiday Business hours:

Closed Saturday, December 24, 2022  
Closed Sunday, December 25, 2022  
Closed Monday, December 26, 2022  
Closed Tuesday, December 27, 2022  
Closed Saturday, December 31, 2022

13. **Confirmation of date and time of next meeting**

Thursday, December 15, 2022, 5:00pm

14. **Adjournment**

Moved by: Ms. S. Wight  
Seconded by: Mrs. H. Miller

**BE IT RESOLVED**, members adjourned the October 19, 2022, Kirkland Lake Public Library Board meeting.

*The meeting was adjourned at 5:49p.m.*



Shirley Scott, Board Chair



Cheryl Larreniere, Secretary to the Board





# MINUTES

Corporation of the Town of Kirkland Lake  
Kirkland Lake Public Library Board  
Teck Centennial Public Library Meeting Room  
January 19, 2023  
5:00 pm

Chair: Shirley Scott

Members: Helen Miller, Stacy Wight, Melissa Orth, Chantal Perrier

Regrets: Sebastian Mastrilli, Janine Johnson

Guest: Bonnie Sackrider, Community Services Director

Secretary: Cheryl Lafreniere

## 1. Call to Order

Shirley Scott, Board Chair, called the meeting to order at 5:00pm.

## 2. Additions to the Agenda

None noted.

## 3. Approval of Agenda

Moved by: Ms. J. Johnson

Seconded by: Ms. Stacy Wight

***Motion #2023-01: Recommendation*** that the Agenda for the Kirkland Lake Public Library Board meeting held on January 19, 2023 beginning at 5:00pm be approved and circulated to all Board Members.

*And*

***FINALLY, THAT*** the Notice provision as identified in Section 11 of the Town of Kirkland Lake's Procedure By-Law (15-075 as amended) be lifted to allow the Kirkland Lake Public Library Board to conduct regular business

**CARRIED**

## 4. Declaration of Pecuniary Interest

None noted.

## 5. Presentations / Delegations

Bonnie Sackrider, Community Services Director, presented a report to the library board updating them on how the Children's Department Refresh Project is progressing along, and what the plans are moving forward.

All board members were very pleased with the presentation. Bonnie Sackrider did an outstanding job, and answered all questions the board had.

## 6. Acceptance of Minutes and Recommendations

Moved by: Ms. H. Miller

Seconded by: Ms. C. Perrier

***Motion #2023-02: BE IT RESOLVED THAT the Kirkland Lake Public Library Board accept the minutes of the regular meeting held on October 19, 2022, and the minutes of the Special Meeting held on December 21, 2022.***

**CARRIED**

## 7. Business Arising

No business to discuss currently.

## 8. Reports

### 8.1 Monthly Reports

#### 8.1.1 Librarian's Monthly Report

***BE IT RESOLVED THAT the Librarian's Monthly Report for October, November and December be received as presented and discussed.***

#### 8.1.2 Monthly Statistics

***BE IT RESOLVED THAT the Library statistics for the month of October, November and December be received as presented and discussed.***

### 8.2 Financial Reports

#### 8.2.1 Bills and Accounts

Moved by: Ms. C. Perrier

Seconded by: Ms. J. Johnson

**Motion # 2023 – 03: *BE IT RESOLVED THAT the Bills and Accounts for the months of October, November and December 2022 be received as presented and discussed.***

**CARRIED**

**8.2.2 TCL Royal Bank Statement**

***BE IT RESOLVED THAT the Teck Centennial Library Royal Bank Statement for the months of October, November and December 2022 be received as presented and discussed.***

**8.2.3 KLPLB Royal Bank Statement**

***BE IT RESOLVED THAT the Kirkland Lake Public Library Board Royal Bank Statement for the months of October, November and December 2022 be received as presented and discussed.***

**9. Correspondence**

**9.1 Letter from Julie Girardeau - AirThings**

Action: C. Lafreniere will contact AirThings to inform them that our library would like to take part in their Lending Program initiative to offer Radon monitors for our library patrons to borrow.

**9.2 Letter from Standing Committee on Heritage, Infrastructure and Cultural Policy**

Received – no action required.

**9.3 Letter from Mary Ann Mavrinac**

Received – Thank you letter, and donation receipt mailed.

**10. Closed Session**

Closed session not needed.

**11. New Business**

**11.1 Board Orientation Package**

Moved by: Mrs. H. Miller

Seconded by: Mrs. M. Orth

***Motion #2023-04: BE IT RESOLVED THAT the Kirkland Lake Public Library Board accept the orientation package which included, OLBA's Leadership by Design Cut to the Chase, a copy of the Public Libraries Act, Library Board Trustee Position Description, a copy of 10 Things You Need to Know as a New Library Board Member, and a copy of the Legislative Context for***

*Governing Public Libraries in Ontario. There are also binders with the library's By-laws, Foundations and Governance.*

**CARRIED**

### **11.2 AED Quote**

Moved by: Ms. C. Perrier  
Seconded by: Mrs. M. Orth

**Motion # 2023 – 05: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board approves the quoted in the amount of \$2,280.28 from Heartzap Safety Training & Equipment for a new AED Plus Package and wall cabinet. C. Lafreniere has been instructed to add the cost of this equipment to the budget under Building Materials and Supplies.

**CARRIED**

### **11.3 COLA**

Moved by: Ms. J. Johnson  
Seconded by: Mrs. H. Miller

**Motion # 2023 – 06: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board approve the 2% Cost of Living Allowance to all Library staff, effective January 1, 2023.

**CARRIED**

### **11.3 Library Board Meeting Schedule**

Moved by: Mrs. M. Orth  
Seconded by: Ms. C. Perrier

**Motion # 2023 – 07: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board will reduce the amount of regular library board meetings in accordance with the Public Libraries Act, subsection 16 (1) has been re-enacted from 10 meetings per year to 7 meetings.

The Kirkland Lake Public Library Board has opted to hold 8 meetings per year which will be held on the 3<sup>rd</sup> Thursday of the following months: January, February, April, May, June, September, October and November. The Board will not hold any regular meetings in March, July, August, and December.

**CARRIED**

#### 11.4 Thank you letter

Board Chair read a letter that was drafted, thanking Perkins and Will for choosing Teck Centennial Public Library for their Social Responsibility Program. This project could not have been achieved without their support.

#### 12. Next Meeting

Date: Thursday, February 16, 2023

Time: 5:00 pm

Location: Teck Centennial Public Library – Meeting Room

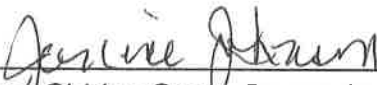
#### 13. Adjournment


Moved by: Mrs. H. Miller

Seconded by: Mrs. M. Orth

**Motion #2021-08: BE IT RESOLVED THAT** the Kirkland Lake Public Library Board adjourn the January 19, 2023 regular scheduled meeting.

*The meeting adjourned at 6:40 p.m.*

  
\_\_\_\_\_  
Mrs. Shirley Scott, Board Chair  
Janine Johnson vice chair

  
\_\_\_\_\_  
Secretary to the Board, Ms. C. Lafreniere

## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on November 16, 2022 at 6:30 P.M.

Microsoft Teams

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1. The meeting was called to order at 6:32 pm.

2. **ROLL CALL**

**Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Mike McArthur	Municipal Appointee for Temiskaming Shores
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Patrick Kiely	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Curtis Arthur	Provincial Appointee
Jesse Foley	Municipal Appointee for Temiskaming Shores

**Regrets**

Nina Wallace	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Vacant	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Vacant	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

**Timiskaming Health Unit Staff Members**

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate and Protection Services
Kerry Schubert-Mackey	Director of Strategic Services and Health Promotion
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #46R-2022**

Moved by: Sue Cote

Seconded by: Casey Owens

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on November 16, 2022, as presented.

CARRIED

**4. APPROVAL OF MINUTES****MOTION #47R-2022**

Moved by: Mike McArthur

Seconded by: Curtis Arthur

Be it resolved that the Board of Health approves the minutes of its regular meeting held on October 5, 2022, as presented.

CARRIED

**5. BUSINESS ARISING**

None

**6. REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local COVID-19 situation and other related updates.

**7. HUMAN RESOURCES & FINANCE UPDATE**

A human resources and financial report were submitted for information purposes.

**8. NEW BUSINESS**

N/A

**9. CORRESPONDENCE****MOTION #48R-2022**

Moved by: Sue Cote

Seconded by: Paul Kelly

Be it resolved the Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

**10. IN-CAMERA**

N/A

**11. RISE AND REPORT**

N/A

**12. DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on January 25, 2023 at 6:30 pm in New Liskeard or Microsoft Teams.

13. **ADJOURNMENT**

**MOTION #49R-2022**

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 6:52 pm.

CARRIED

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Carman Kidd, Board Chair

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Rachelle Cote, Recorder



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on January 25, 2023 at 6:30 P.M.

NL Auditoriums / Microsoft Teams

1. The meeting was called to order at 6:30 p.m.

2. **ROLL CALL**

**Board of Health Members**

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shores
Mark Wilson	Municipal Appointee for Temiskaming Shores
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier ( <i>Video</i> )
Curtis Arthur	Provincial Appointee
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan ( <i>Video</i> )
Lori Jordan	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

**Regrets**

TBD	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
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**Timiskaming Health Unit Staff Members**

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health ( <i>Video</i> )
Rachelle Cote	Executive Assistant

**Public Attendees:**

Guy Godmaire	<i>In-Person</i>
Amanda Mongeon	<i>Video</i>

3. **APPROVAL OF AGENDA**

**MOTION #1R-2023**

Moved by: Stacy Wight

Seconded by: Paul Kelly

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on January 25, 2023, as presented.

CARRIED

4. **ELECTIONS OF OFFICERS/APPOINTMENT OF SUB-COMMITTEES**a. **YEAR 2023 ELECTIONS OF OFFICERS**  
**MOTION #2R-2023**

Nominations for	Elected Officer(s)	Moved by	Seconded by
Board Chair:	Stacy Wight	Casey Owens	Mark Wilson
Board Vice-Chair:	Jesse Foley	Jeff Laferriere	Mark Wilson
Auditors:	Kemp, Elliott & Blair, Steve Aclands	Appointed as per Temiskaming Shores	
Signing Officers:	Stacy Wight Curtis Arthur Jesse Foley Dr. Glenn Corneil Randy Winters	Casey Owens	Lori Jordan
Finance Sub-Committee:	Stacy Wight Casey Owens Paul Kelly Curtis Arthur Dr. Glenn Corneil Randy Winters	Jesse Foley	Mark Wilson
Policy/Procedure Sub-Committee:	Stacy Wight Jesse Foley Curtis Arthur Carol Lowery Dr. Glenn Corneil Randy Winters Rachelle Cote	Jesse Foley	Mark Wilson
Personnel/Grievance Sub-Committee:	Stacy Wight Carol Lowery Jesse Foley Steve McIntyre Dr. Glenn Corneil Randy Winters	Curtis Arthur	Jeff Laferriere

CARRIED

5. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

6. **APPROVAL OF MINUTES****MOTION #3R-2023**

Moved by: Mark Wilson

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the minutes of its regular meeting held on November 16, 2022, as presented.

CARRIED

7. **BUSINESS ARISING**

The Board discussed and agreed to reimplement the rotation of the meeting location for the Board regular meetings, effective March 1, 2023.

8. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local COVID-19 situation and other related updates.

9. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

10. **MANAGEMENT REPORTS**

The 2022 Year-End Board Report was distributed for information purposes.

11. **BOARD ORIENTATION**

An orientation was provided by Dr. Glenn Corneil and Kerry Schubert-Mackey. A survey link and the presentation document to be shared with all Board members following the meeting.

12. **NEW BUSINESS**

a. **alPHa Winter Symposium**

**MOTION #4R-2023**

Moved by: Jeff Laferriere

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the virtual registration of the following Timiskaming Board of Health members to the alPha Winter Symposium on February 24, 2023:

- Stacy Wight
- Curtis Arthur
- Lori Jordan
- Mark Wilson
- Steve McIntyre

CARRIED

b. **Briefing Note: Baby Friendly Initiative Status**

**MOTION #5R-2023**

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved that the Board of Health receives the briefing note “Baby Friendly Initiative Status” for information.

CARRIED

c. **Briefing Note: Mandatory Labels on Alcohol Containers**

**MOTION #6R-2023**

Moved by: Lori Jordan

Seconded by: Mark Wilson

BE IT RESOLVED that the Board of Health resolve to:

Call on the Government of Canada to amend the Food and Drug Act to make mandatory that all alcohol beverage containers have enhanced alcohol labels affixed:

1. Indicating what constitutes a standard drink;
2. Illustrating the number of standard drinks in the beverage container; and
3. Displaying health messages regarding adverse health outcomes, including the cancer risks associated with the consumption of alcohol.

**AND FURTHER THAT**, the THU Board of Health endorse, in principle, [Bill S254](#) – An Act to Amend the Food and Drug Act (Warning Labels on Alcoholic Beverages) and [Motion M-61](#) A National Warning Label Strategy for Alcoholic Products.

**AND FURTHER THAT**, a copy of this endorsement be forwarded to:

- 1) Right Hon. Justin Trudeau, Prime Minister of Canada
- 2) Hon. Jean-Yves Duclos, Minister of Health
- 3) Dr. Theresa Tam, Chief Public Health Officer of Canada
- 4) Hon. Anthony Rota, MP Nipissing Timiskaming
- 5) Hon. Charlie Angus, MP Timmins-James Bay
- 6) Hon. Patrick Brazeau, Senator, Independent
- 7) Hon. Lisa Marie Barron, MP Nanaimo-Ladysmith
- 8) Loretta Ryan, Executive Director, Association of Local Public Health Agencies
- 9) Ontario Boards of Health
- 10) Canadian Public Health Association
- 11) Timiskaming Drug and Alcohol Strategy

CARRIED

13. **CORRESPONDENCE**

**MOTION #7R-2023**

Moved by: Jesse Foley

Seconded by: Casey Owens

Be it resolved the Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

Board Direction: Mr. Foley proposed to support the resolution of Sudbury #29-22 of the Public Health Sudbury and Districts. The proposed motion to be discussed and recommended for approval at the next meeting of March 1, 2023.

14. **IN-CAMERA**

Nothing to report.

15. **RISE AND REPORT**

N/A

16. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on March 1, 2023 at 6:30 p.m. Location to be determined.

17. **ADJOURNMENT**

**MOTION #8R-2023**

Moved by: Carol Lowery

Seconded by: Lori Jordan

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 8:11 p.m.

CARRIED

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Stacy Wight, Board Chair

Rachelle Cote, Recorder

## REPORT TO COUNCIL

Meeting Date: 07/03/2023

Report Number: 2023-DEV-013

Presented by: Jenna McNaughton

Department: Development Services

### REPORT TITLE

Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2023-DEV-013 entitled “**Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road**” be received for information.

### INTRODUCTION

A request to purchase vacant land adjacent to 1 Foss Road was received from Mr. Rene Emmell in the amount of \$2,082.81.

### DISCUSSION

In January 2020, Council approved the sale of a portion of the road allowance adjacent to Foss Road to the owner of 9 Foss Road. Council directed that a by-law be drafted to stop-up and close the Road Allowance and to offer the abutting land to the adjacent property owners from 1 Foss Lane up to 1 Federal Street.

On February 4, 2020, By-Law 20-016 was passed by Council stopping up and closing the Road Allowance and declaring the land as surplus. Letters were sent to the adjacent property owners advising that the adjacent land would be available for sale. The neighbours from 1 Foss Road to 9 Foss Road each submitted a request to purchase at the \$0.75 per square foot rate.

The owner of 1 Foss Road also requested that an additional portion of land to the south of their property, part of the Grierson Road allowance be purchased. Council agreed to the sale; as such, By-law 20-051 was passed to stop-up and close the Road Allowance and declare the land as surplus.

The owner has now completed a survey (Attachment 1) for the agreed lands and has requested to proceed with the sale.

On February 21, 2023, Council resolved the following:

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

***BE IT RESOLVED THAT*** Report Number 2023-DEV-013 entitled ***“Request to Purchase Closed Road Allowances Adjacent to 1 Foss Road”*** be received,

***AND THAT*** Council approve the sale of land described as Parts 1 & 2, 54R-6325 to Rene Emmell for a price of \$2,082.81;

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

***AND FINALLY THAT*** Council authorize the By-Law of the sale of property be given three readings at the March 7, 2023 meeting of Council. ***CARRIED***

This open session report is being provided for information purposes on the request to purchase stemming from the recommendation that was brought forward from the in-camera session on February 21, 2023. As so directed by Council, the by-law authorizing the sale of the property will be presented later in the Agenda.

#### **OTHER ALTERNATIVES CONSIDERED**

Not Applicable.

#### **FINANCIAL CONSIDERATIONS**

Based on the area of land 2,777.08ft<sup>2</sup> at the \$0.75 per square foot rate, the Town would materialize a revenue in the sum of \$2,082.81.

#### **ALIGNMENT TO STRATEGIC PRIORITIES**

**Strategic Priorities:** Efficiency

**Goals:** Achieve Sustainable Operational Excellence

**Objectives:** Aim for Financial Stability

#### **ACCESSIBILITY CONSIDERATIONS**

Not Applicable.

#### **CONCLUSION**

Based on the decision of Council, the sale of the vacant municipal land will proceed at the agreed upon price of \$2,082.81

## **CONSULTATIONS**

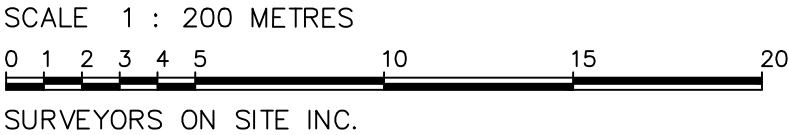
Town of Kirkland Lake Senior Management Team

## **ATTACHMENTS**

Attachment 1 – 54R-6325



PLAN OF SURVEY OF  
PART OF FOSS ROAD AND  
PART OF GRIERSON ROAD  
REGISTERED PLAN M-109 TIM.  
GEOGRAPHIC TOWNSHIP OF TECK  
TOWN OF KIRKLAND LAKE  
DISTRICT OF TIMISKAMING



SURVEYORS ON SITE INC.  
THE INTENDED PLOT SIZE OF THIS PLAN IS 508mm IN WIDTH BY 457mm IN HEIGHT  
WHEN PLOTTED AT A SCALE OF 1:200 METRES.

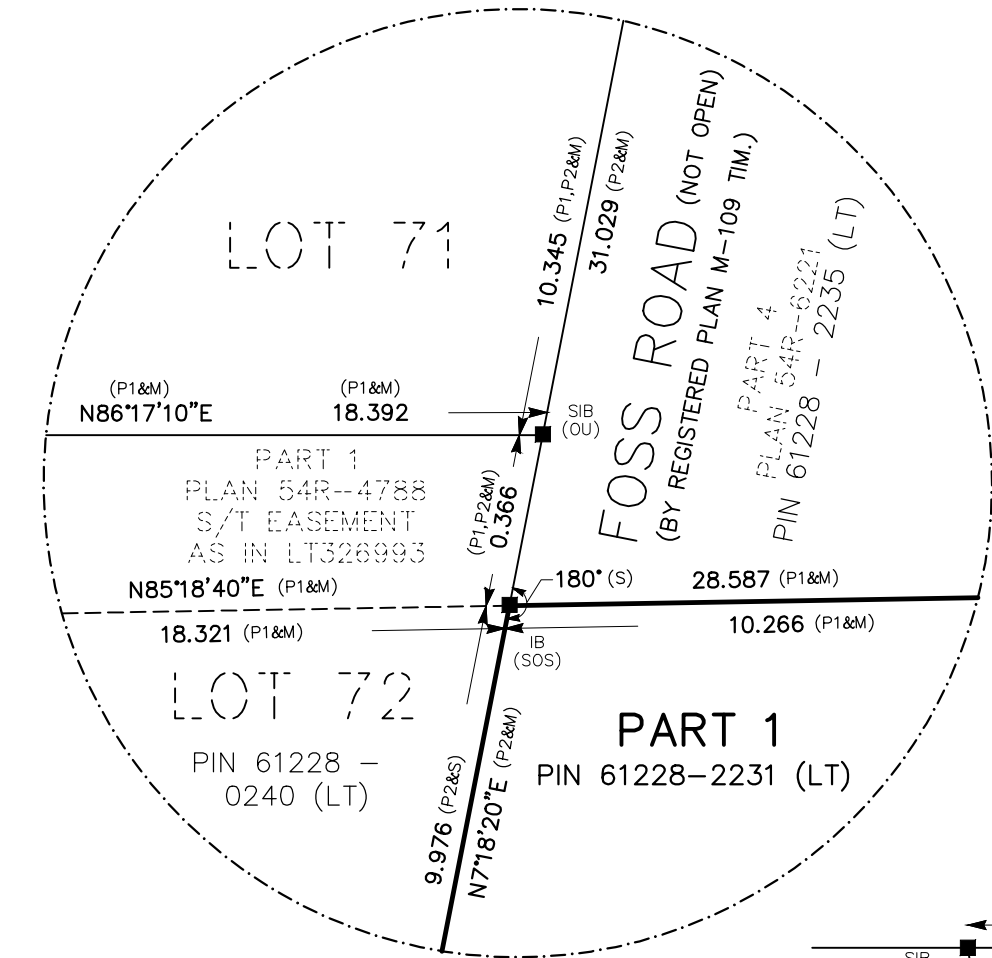
NOTES

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED  
TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN  
BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE  
COMBINED SCALE FACTOR OF 0.999619447.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs, COSINE  
MONUMENTS HCM01019784040 & HCM01019784064 AND ARE REFERRED TO  
THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE)  
NAD83(CSRS)(2010.0)

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:  
P2 - 0°43'40" COUNTER CLOCKWISE



DETAIL 'A'  
NOT TO SCALE

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK  
MEASUREMENTS ON SCPs AND ARE REFERRED TO UTM ZONE 17,  
NAD83(CSRS)(2010.0)

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET  
THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL  
AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
ORP A	5334718.448	572595.717
ORP B	5334677.544	572590.461
ORP C	5334674.238	572539.228

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH  
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
01019784040	5333211.103	571602.384
01019784064	5334106.593	572874.090
UTM ZONE 17, NAD83(CSRS)(2010.0)		

SCHEDULE				
PART	STREET	PLAN	PIN	AREA (Ha)
1	PART OF FOSS ROAD	REGISTERED PLAN M-109 TIM.	PART OF PIN 61228-2231 (LT)	0.0101
2	PART OF GRIERSON ROAD		PART OF PIN 61228-0754 (LT)	0.0157
GEOGRAPHIC TOWNSHIP OF TECK				

PART 1 COMPRISES PART OF PIN 61228-2231 (LT).  
PART 2 COMPRISES PART OF PIN 61276-0754 (LT).

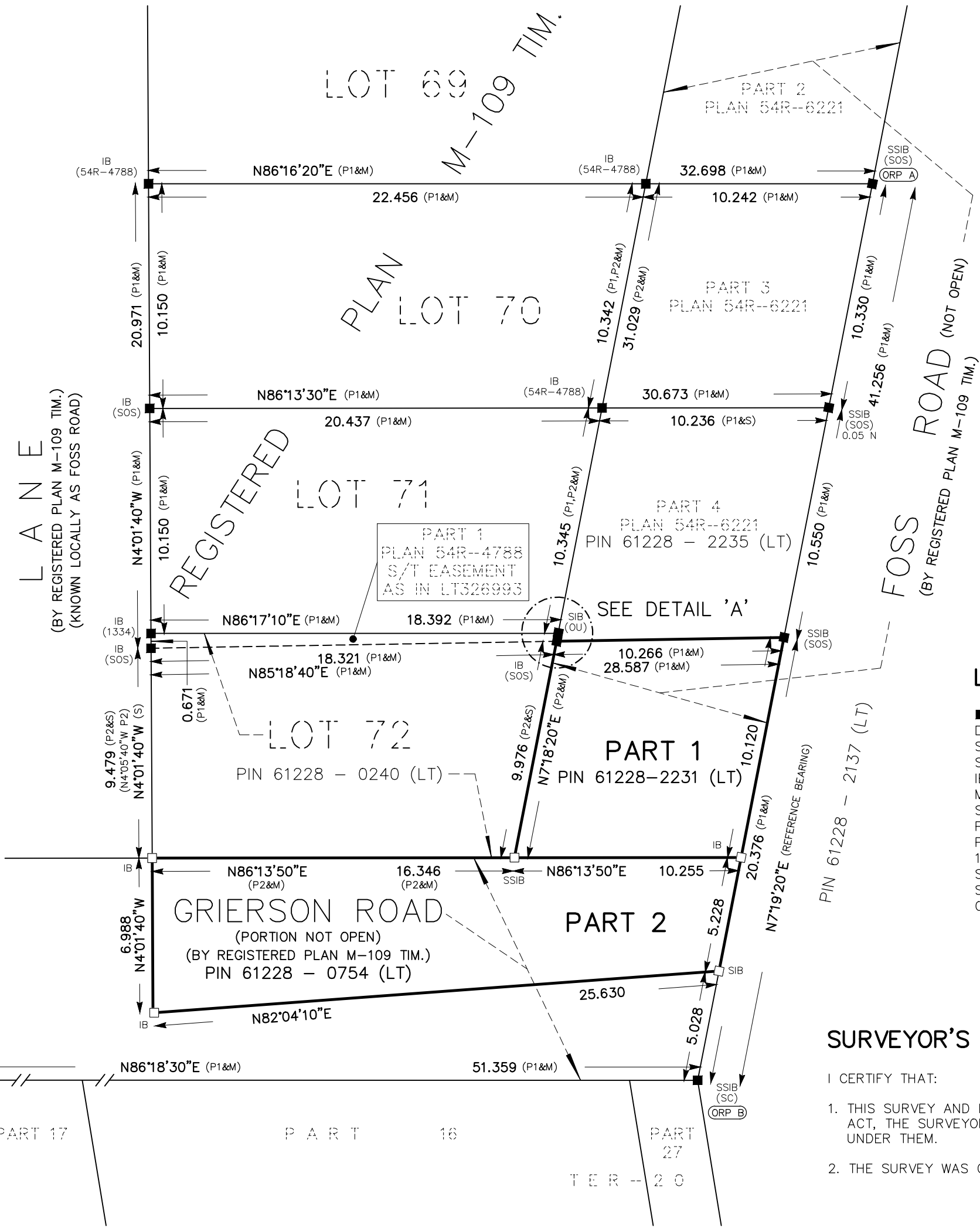
PLAN 54R-6325

Received and deposited

January 30<sup>th</sup>, 2023

Erin Noble

Representative for the  
Land Registrar for the  
Land Titles Division of  
Timiskaming (No.54)



LEGEND

■	MONUMENT FOUND
□	MONUMENT PLANTED
SIB	STANDARD IRON BAR
SSIB	SHORT STANDARD IRON BAR
IB	IRON BAR
M	MEASURED
S	SET
P1	PLAN 54R-6221
P2	PLAN 54R-4788
1334	J.E. WALKER SURVEYING LTD.
SC	H. SUTCLIFFE SURVEYING LTD.
SOS	SURVEYORS ON SITE INC.
OU	ORIGIN UNKNOWN

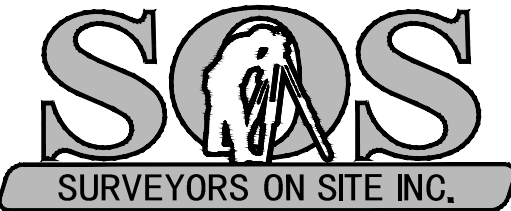
SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS  
ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE  
UNDER THEM.
  - THE SURVEY WAS COMPLETED ON THE 24<sup>th</sup> DAY OF NOVEMBER, 2022.

DECEMBER 23, 2022

RYAN W. SEGUIN  
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER v-43440.



50 WHITEWOOD AVENUE  
NEW LISKEARD, ONTARIO  
POJ 1P0  
705-622-0872  
www.surveyorsonsite.com

## REPORT TO COUNCIL

Meeting Date: 07/03/2023

Report Number: 2023-DEV-009

Presented by: Alan Smith

Department: Development Services

### REPORT TITLE

Team Northern Throttle Drag Races Summer Airport Facility Use Request

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2023-DEV-009 entitled “**Team Northern Throttle Drag Races Summer Airport Facility Use Request**” be received;

**AND THAT** the Mayor and Municipal Clerk be authorized to execute a Facility Use Agreement with Team Northern Throttle For Family Events for the use of the Kirkland Lake Airport to host Drag Races from June 21<sup>st</sup> to June 26<sup>th</sup>, 2023 inclusive, and August 16<sup>th</sup> to August 21<sup>st</sup>, 2023 inclusive;

**AND FINALLY THAT** an execution by-law be brought forward for three readings on March 7, 2023.

### INTRODUCTION

Team Northern Throttle (TNT) has organized motor sport events on an annual basis in Kirkland Lake for over 20 years. The summer drag races take place at the Kirkland Lake Airport. The events are recognized regionally and bring people to town, be it as spectators or participants. To succeed however, the organizers must ensure that a host location is confirmed well in advance, and that sufficient advance publicity is created to draw visitors and spectators.

### DISCUSSION

Staff received a letter from Team Northern Throttle requesting to use the Airport to host two drag racing events in the summer of 2023, the first being June 21<sup>st</sup> to June 26<sup>th</sup>, and the second August 16<sup>th</sup> to 21<sup>st</sup> (Attachment 1). Administration recommend that, as in past years, Council approve a Facility Use Agreement as this protects the municipality from any liability that may arise due to the type of races taking place on municipally-owned

lands (Attachment 2). The Airport is considered closed to the aviation community for the duration of the events. A full inspection of the Airport is conducted by Town Staff prior to re-opening the airfield to aviation traffic. TNT will be responsible for any damages to the Airport grounds, facilities and infrastructure as outlined in the Facility Use Agreement.

## **OTHER ALTERNATIVES CONSIDERED**

Council may reject the request from Team Northern Throttle to use the Kirkland Lake Airport to host the 2023 Drag Races events. This is not a recommended option as it doesn't reflect Council's Strategic Plan or Action Plan in terms of supporting local groups for economic development.

## **FINANCIAL CONSIDERATIONS**

There are daily revenues associated with renting the Airport in accordance with the Town's Established User Fees. The current rental rate is \$420.00 per day of use.

## **ALIGNMENT TO STRATEGIC PRIORITIES**

**Strategic Priority:** Growth

**Goal:** Promote Economic Growth

**Objectives:** Invest in Kirkland Lake

## **ACCESSIBILITY CONSIDERATIONS**

Not Applicable.

## **CONCLUSION**

Past Councils stressed the importance of supporting local groups hosting community engagement and tourism attraction events. The proposed Team Northern Thunder Drag Races have a history of attracting visitors to Town. Administration recommends that the municipal Airport be made available to TNT to host two events as noted in the report.

## **CONSULTATIONS**

Town of Kirkland Lake Senior Management Team

Team Northern Throttle For Family Events

## **ATTACHMENTS**

Attachment 1 - Request from Team Northern Throttle

Attachment 2 – Proposed Facility Use Agreement



**TEAM NORTHERN THROTTLE**

The Corporation of the Town of Kirkland Lake  
Postal Bag 1757  
Kirkland Lake, Ontario. P2N 3P4

**Attention:** Mayor and Town Council

Dear Mayor and Council,

Oct 17, 2022

Team Northern Throttle is interested in hosting two summer drag race events in 2023. Please consider this letter our request for the use of the Kirkland Lake Airport for our drag race events June 23, 24, 25<sup>th</sup> 2023 and August 18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 2023.

Airport use would be required from June 21st to June 26<sup>th</sup>, 2023 inclusively to enable set-up and tear down as well as August 16th to 21st inclusively. The help of town staff during this transition as in years past will be very much appreciated.

Team Northern Throttle looks forward to hosting our 25th Anniversary event and trust Mayor and Council will continue to support this huge community endeavour.

We wish to thank you for your generous contributions of time and your commitment to Kirkland Lake's community, which make it possible for this Committee to host these annual events.

We look forward to an answer at your earliest convenience.

Sincerely,

Team Northern Throttle

2022/23 Team Northern Throttle Committee members are:

**President:** Blair Preston (705)668-0909

**Vice President:** Michael Romain (705)668-1245

## FACILITY USE AGREEMENT

THIS AGREEMENT made this\_\_\_\_\_ day of March, 2023

B E T W E E N:

CORPORATION OF THE TOWN OF KIRKLAND LAKE  
(hereinafter referred to as “Kirkland Lake”)

-and-

TEAM NORTHERN THROTTLE FOR FAMILY EVENTS  
(hereinafter referred to as “TNT”)

**WHEREAS** Kirkland Lake will allow TNT to use the Town of Kirkland Lake Municipal Airport property to host the 2023 Team Northern Throttle Summer Drag Race Events;

**AND WHEREAS** the Events will take place from 8:00 am on June 21<sup>st</sup>, 2023 to 4:00 pm on June 26<sup>th</sup>, 2023, and 8:00 am on August 16<sup>th</sup>, 2023 to 4:00 pm on August 21<sup>nd</sup>, 2023;

**NOW, THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

### ARTICLE 1 – DEFINITIONS

***Airport*** – means the Town of Kirkland Lake’s Airport located at 115 Airport Road, Kirkland Lake, Ontario P2N 3P4.

***Airport Manager*** – means the Kirkland Lake Airport Manager, or designate.

***Airport Users*** – includes any airplane, helicopter or other aircraft that lands, takes off or refuels at the Airport.

***Emergency Situation*** – means an occasion, situation or instance, natural or man made that would require action to save a life, protect the public or Airport property.

***Event*** – means the Drag Race event held by TNT at the Kirkland Lake Airport from 8:00 am on June 21<sup>st</sup>, 2023, to 4:00 pm on June 26<sup>th</sup>, 2023, and 8:00 am on August 16<sup>th</sup>, 2023 to 4:00 pm on August 21<sup>nd</sup>, 2023.

***NOTAM*** – means a Notice to Airman which is filed with and provided by Transport Canada.

## **ARTICLE 2 - RESPONSIBILITY OF KIRKLAND LAKE**

- 2.1 Kirkland Lake shall notify, by mail, all Airport Users of the closure of the Airport.
- 2.2 Kirkland Lake shall ensure that a NOTAM is made and will include the following information:
  - a) Duration of Airport closure;
  - b) There will be no landings or take-offs during the airport closure.

## **ARTICLE 3 – RESPONSIBILITY OF TNT**

- 3.1 TNT shall pay a user fee to Kirkland Lake as set out in the Town's User Fee By- Law.
- 3.2 TNT shall be responsible for damaged or missing equipment/property belonging to the Airport.
- 3.3 Should TNT damage or lose equipment/property belonging to the Town of Kirkland Lake or the Airport, TNT may meet with the Airport Manager and attempt to resolve the issue and failing to do so will result in TNT being responsible for paying the cost associated with replacing/repairing such equipment/property.
- 3.4 TNT shall maintain a high level of safety/security at the Airport and at the Event.
- 3.5 TNT shall not erect any object or item from the ground or penetrate any object or item into the ground without the first ensuring there are no cables, piping or underground wiring present.
- 3.6 TNT shall not paint, mark or alter the runway surface or asphalt in any way without first obtaining written permission from the Airport Manager.
- 3.7 TNT will be responsible for cleaning and removing the following no later than 4:00 pm on June 26<sup>th</sup>, 2023, and 4:00 pm on August 21st, 2023:
  - a) food product;
  - b) debris;
  - c) wooden stakes;
  - d) garbage from the Event; and
  - e) any other material as required by the Airport Manager.

The Airport Manager shall inspect the premises to review and provide to TNT the items that must be completed prior to TNT vacating the site.

- 3.8 TNT shall remove, relocate and restock all equipment, barriers, campers, snow fencing, port-a-potties, stakes, garbage, and any other material, equipment or apparatuses used for the Event. Anything that is left inside the gates at the Airport must be placed outside the property before 4:00pm on June 26<sup>th</sup>, 2023, and 4:00 pm on August 21st, 2023.

- 3.9 TNT shall erect protection for all aviation lighting, outdoor buildings, pumps and equipment for the duration of the Event.
- 3.10 TNT shall provide a list of TNT contact names and a list of their responsibilities to The Town of Kirkland Lake no later than one (1) week prior to the Event.
- 3.11 TNT shall empty and clean all municipal outhouses that were used for the Event.
- 3.12 TNT shall ensure that all on site electrical work, if required, is in compliance with the *Ontario Electrical Code* and performed by a licensed electrician and inspected by a governing electrical authority.
- 3.13 TNT shall not use any printed material displaying the Town of Kirkland Lake's text or logo unless approval has been granted in writing by the Chief Administrative Officer of the Town of Kirkland Lake.
- 3.14 TNT shall comply with all applicable sections of the Town of Kirkland Lake "*Alcohol Management Policy*".
- 3.15 TNT shall submit a current *Emergency Response Plan*, including a site plan, at least three (3) weeks prior to the Event and shall meet with the Town of Kirkland Lake one (1) week in advance of the Event to review the plan and any outstanding issues related to the Event.
- 3.16 TNT shall ensure all attendees of the Event are not in violation of the *Highway Traffic Act, 1990, Off Road Vehicles Act, 1990, Liquor License Act, 1990* and any regulations thereunder and any other applicable Legislation.

#### **ARTICLE 4 – ACCESS**

- 4.1 The Town of Kirkland Lake shall permit the use of the Airport grounds and designated areas within the terminal as shown in the sketch attached at Schedule "A". The area shaded in red described as the "Office" is off limits to TNT and any Event attendees.
- 4.2 Only TNT personnel will be allowed access to available areas within the terminal solely for the purpose of using the washroom facility and waiting room. General admission to these areas are prohibited.
- 4.3 There shall be no access to the hangars which includes privately owned hangers.
- 4.4 TNT will be responsible to ensure no access into the hangars.

## **ARTICLE 5 – TNT’S USE OF KIRKLAND LAKES EQUIPMENT/ITEMS**

- 5.1 The Town of Kirkland Lake grants permission to TNT to use the following items:
- a) concrete barriers;
  - b) snow fencing and t-rails;
  - c) signage;
  - d) 45 gallon drums for start line water and garbage pails;
  - e) hand wash station;
  - f) traffic cones; and
  - g) outhouses
- 5.2 The Town of Kirkland Lake does not guarantee the condition or quantity of the items listed in Article 5.1(a)-(h). TNT is responsible for ensuring that any and all items used in Article 5.1(a)-(h) are in safe operating condition.

## **ARTICLE 6 – INSURANCE**

- 6.1 TNT shall obtain \$5,000,000.00 in liability insurance listing and co-insuring The Town of Kirkland Lake.
- 6.2 TNT shall provide The Town of Kirkland Lake proof of the insurance policy referenced in Article 6.1 and TNT will not be allowed on to the property until proof of such policy is provided to The Town of Kirkland Lake.
- 6.3 The insurance policy referred to in Article 6.1 shall cover all aspects of the event including any side acts, events, licensed areas and activities.

## **ARTICLE 7 – INDEMNITY**

- 7.1 The Town of Kirkland Lake and TNT acknowledge that TNT agrees to indemnify The Town of Kirkland Lake from and against any and all losses, costs, expenses, claims, or damages arising out of any suit, action, or judgement brought against The Town of Kirkland Lake or TNT as a result of their participation in the Event.
- 7.2 TNT hereby covenants that it shall not under any circumstances commence or pursue any suit, action, claim or other form of legal or administrative proceeding of any nature or kind whatsoever against The Town of Kirkland Lake or its agents with respect to the Event.
- 7.3 TNT and its attendees to the Event assume the risk of entering onto the Airport property and partaking in the Event activities and waives any and all claims and defenses that may arise from injury or loss from the Event.



## ARTICLE 8 – MISCELLANEOUS

- 8.1 This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- 8.2 Neither party shall assign this Agreement without prior written consent of the other party.
- 8.3 Neither party may waive or release any of its rights under this Agreement except in writing.
- 8.4 This entire Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussion, and communications, whether oral or in writing.
- 8.5 Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of the Agreement.
- 8.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
- 8.7 The article headings in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement at the Town of Kirkland Lake in the Province of Ontario this \_\_\_\_\_ day of March, 2023.

---

STACY WIGHT, MAYOR  
THE CORPORATION OF THE TOWN OF  
KIRKLAND LAKE

---

BLAIR PRESTON, PRESIDENT  
TEAM NORTHERN THROTTLE FOR  
FAMILY EVENTS

---

JENNIFER MONTREUIL, CLERK  
THE CORPORATION OF THE TOWN OF  
KIRKLAND LAKE

---

MIKE ROMAIN, VICE PRESIDENT  
TEAM NORTHERN THROTTLE FOR  
FAMILY EVENTS

## SCHEDULE "A"



## REPORT TO COUNCIL

Meeting Date: 07/03/2023

Report Number: 2023-DEV-11

Presented by: Alan Smith

Department: Development Services

### REPORT TITLE

Community Improvement Plan Funding Application – 50 Government Road West

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2023-DEV-11 entitled “**Community Improvement Plan Funding Application – 50 Government Road West**” be received;

**AND THAT** Council approve funding under the Community Improvement Program for 50% of eligible costs (not to exceed \$5,000.00) for façade improvements at 50 Government Road West;

**AND FINALLY THAT** Council approve funding under the Community Improvement Plan for 50% of eligible costs (not to exceed \$5,000.00) for building renovations and improvements to 50 Government Road West.

### INTRODUCTION

At its meeting on June 11, 2019, Council passed the following by-laws:

*“Moved by: Councillor Stacy Wight*

*Seconded by: Councillor Rick Owen*

*That Bylaw 19-058 being a bylaw to designate certain lands as the Community Improvement Project Area for the Town of Kirkland Lake Community Improvement Plan be read a first, second and third time, enacted and passed. **CARRIED**”*

*“Moved by: Councillor Rick Owen*

*Seconded by: Councillor Stacy Wight*

*That Bylaw 19-059 being a bylaw to Adopt the Community Improvement Plan for the Town of Kirkland Lake be read a first, second and third time, enacted and passed. **CARRIED**”*

In the Fall of 2022, Town Staff received an enquiry from the owners of 50 Government Road West regarding the availability of funding under the Community Improvement Plan to support building renovations related to accessibility and façade improvements. Project costs were provided as follows:

- Façade Improvements: Total Project Costs of \$79,240; CIP Funding: \$5,000
- Building Renovations: Total Project Costs of \$8,000; CIP Funding: \$4,000\*

\*maximum is 50% of project costs

The application was received on November 4, 2022; it was considered by the Kirkland Lake Economic Development Advisory Committee (hereinafter referred to as Committee) on February 23, 2023. The Committee subsequently recommend that the application be approved.

## DISCUSSION

The Committee recognized the value that would be imparted to Kirkland Lake's downtown by the proposed work: a new facade on 50 Government Road would create a more modern appearance that compliments the improvements done to 48 Government Road West (also supported by the CIP), while the building renovations would facilitate the addition of a new business activity to the downtown.

The Committee expressed consternation regarding the timeframe between the work being completed, the application being submitted, and the Committee debating the application. The concern was that the work was completed by the time the application was reviewed. Staff explained that this was an unusual situation that was attributed to the disruption of Committee work caused by the 2022 municipal elections, and the need of the proponent to accommodate rapidly changing weather conditions that would affect the work. It was further explained to the Committee that the CIP did not prohibit an application after the fact. The pertinent clause in the CIP documentation is 6.1B on Page 7 which reads:

*"The Town is not responsible for any costs incurred by an applicant in relation to any of the programs, including, without limitation, costs incurred in anticipation of a grant and/or tax assistance;"*

The Committee was satisfied with this explanation and recommended approval of the application with the caveat that future applications should be received before work commences, and that Council consider stricter wording to this effect in any future updates to the CIP.

## OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the funding in whole or in part. This is not the recommended option as to do so would contradict Council's strategic priorities of promoting investment in Kirkland Lake.

## FINANCIAL CONSIDERATIONS

Approval of the application would result in \$9,000.00 being withdrawn from the Community Improvement Program. The CIP reserve currently has a balance of approximately \$209,193.00.

## ALIGNMENT TO STRATEGIC PRIORITIES

**Strategic Priority:** Growth

**Goal:** Promote Economic Growth

**Objectives:** Invest in Kirkland Lake

## ACCESSIBILITY CONSIDERATIONS

Not Applicable.

## CONCLUSION

The application for funding under the CIP to support façade and building renovations at 50 Government Road West meet the criteria established in Kirkland Lake's Community Improvement Plan. As such, The Kirkland Lake Economic Development Advisory Committee is recommending that Council the application be approved for 50% of eligible costs (not to exceed \$5,000.00) under the façade category, and that the application be approved for 50% of eligible costs (not to exceed \$5,000.00) for building renovations and improvements to 50 Government Road West.

## CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Development Services/ Building and Planning Divisions' Staff

Kirkland Lake Economic Development Advisory Committee

## ATTACHMENTS

Attachment 1 –CIP Application: 50 Government Road West

Attachment 2 – Kirkland Lake Community Improvement Plan

Town of Kirkland Lake  
Community Improvement Plan  
Application for Incentive Programs

**APPLICANT INFORMATION**

1. Registered Owner(s): 50 Government Rd. West Ltd.  
 Address: c/o Virtus Real Estate 100 Arbor Lane unit D Vaughan, ON L4L 7B4  
 Phone: 705-790-1587 Email: james@vreit.ca

If the application will be represented, prepared or submitted by someone other than the registered owner please specify:

Authorized Agent(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NOTE: Unless otherwise requested, all communication will be sent to the agent, if any.

**PROPERTY DESCRIPTION**

2. MUNICIPAL ADDRESS: 50 Government Rd. West Kirkland Lake, ON

LEGAL DESCRIPTION: \_\_\_\_\_

3. Date the subject land was acquired by the current owner: July 29, 2015  
 4. Describe any easements, mortgages, charges, or other encumbrances in respect of the subject land:  
See attached

5. EXISTING USE OF LAND: Commercial property Date of Construction: 1930s?

6. PROPOSED USE OF LAND: Commercial / mixed use

7. ZONING: C1-01 Is an amendment required for proposed work? ☐ Yes ☐ No

8. TAXES AND OUTSTANDING WORK ORDERS:

Current Assessed Value of Property: \$134,000.-

Is current tax receipt attached? ☐ Yes ☒ No

Is the property in tax arrears? ☐ Yes\* ☒ No

Are there outstanding work orders on the property? ☐ Yes\* ☒ No

If "Yes", please describe: \_\_\_\_\_

*\*note that outstanding charges must be satisfactorily addressed prior to the application processing and gr and/or payment*

Town of Kirkland Lake  
Community Improvement Plan  
Application for Incentive Programs

and grant and/or tax assistance payment

**9 INCENTIVE PROGRAMS:**

Check off the incentive program(s) for which this application applies. Indicate grant amount requested.

	Amount
1. Building Conversion and Expansion Grant (max \$5,000)	
2. Building Renovation and Improvement Grant (max \$5,000)	\$5,000 <i>PS</i>
3. Façade Improvement Grant (max \$5,000)	\$5,000 <i>PS</i>
4. Tax Increment Grant (100% rebate in year 1; 75% rebate in year 2; 50% rebate in year 3; 25% rebate in year 4 )	
Municipal Application/Permit Fees Rebate	
Planning Application Fees: up to 100% reduction, excepting legal costs. Building Permit Fees: up to 50% reduction, to a maximum of \$1,000. Signage Permit Fees: up to a 100% reduction, to a maximum of \$500. Demolition Permit Fees: up to 100% reduction, to a maximum of \$1,000. Landfill Fees: up to 50% rebate, to a maximum of \$1,000	
5. Sale of Land for Less than Market Value	
6. Design, Architectural and Project Feasibility Study Grant (max \$2,000, or \$5,000 for environmental studies)	
<b>\$10,000 maximum funding per property (excluding # 4, 5, 6)</b>	
<b>TOTAL</b>	\$10,000

**PROPOSED IMPROVEMENTS**

**10 Description of proposed improvements (attach additional sheets if necessary):**

***Building Improvement:***

Installation of accessible door opener to the north side of the building. *PS*

***Façade Improvement:***

EIFS system stucco to external walls facing Government Road, Water Lane, partial Market Street *PS*

CIP  
to Gov't Request

Town of Kirkland Lake  
Community Improvement Plan  
Application for Incentive Programs

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**12. BUILDING PERMIT INFORMATION:**

Will a building permit be required for the proposed improvements?

☐ Yes

☒ No

Building Permit / Application number: \_\_\_\_\_

Permit Application Date: \_\_\_\_\_

Building Permit Fees Paid: \_\_\_\_\_

Value of Project (from permit): \_\_\_\_\_

**13. ITEMIZED COST ESTIMATES:**

Are itemized cost estimates for the proposed improvements attached

☐ Yes

☒ No

**14. CONSTRUCTION/PROJECT SCHEDULE:**

Estimated start of construction / improvement project: Sept. 2022

Estimated completion of construction / improvement project: Nov 2022



CIP 50 Govt Rd  
West

Town of Kirkland Lake  
Community Improvement Plan  
Application for Incentive Programs

**AFFIDAVIT:**

I (we) James Gray per 50 Government Rd. West Ltd. of the township of Springwater (municipali  
District of Simcoe County solemnly declare that all the statements  
contained in this application are true, and I (we) make solemn declaration conscientiously believing it to be true, and  
knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the in the township of Springwater Town of Kirkland Lake, District of Timiskaming, this 2nd day of November, 2021

  
\_\_\_\_\_  
Signature of Owner

Nov 2, 2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Commissioner

\_\_\_\_\_  
Date

**AUTHORIZATION FOR TENANT / AGENT / SOLICITOR TO ACT FOR OWNER:**

*(If application and affidavit is signed by someone other than the Owner (i.e. tenant, agent, or solicitor), the Owner's written authorization below must be completed.)*

I (we) \_\_\_\_\_ of the \_\_\_\_\_ (municipali  
District of \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to make this  
application or act as my (our) agent in this application.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

**APPLICATION RECEIVED BY THE MUNICIPALITY:**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

CIP 50 Gov't  
Red West

LRO # 54 Transfer: Power Of Sale

Received as DT51073 on 2015 07 29 at 12:07

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

### Properties

PIN	61228 - 1827 LT	Interest/Estate	Fee Simple
Description	PCL 5116 SEC CST; PT MINING CLAIM L2566 TECK SRO AS IN LT67169; RESERVING TO THE KIRKLAND HUDSON BAY GOLD MINES LIMITED, ITS SUCCESSORS AND ASSIGNS ALL ORES, MINES AND MINERALS WHICH ARE OR SHALL HEREAFTER BE FOUND ON OR UNDER THE SAID LANDS WITH THE RIGHT TO MINE OR REMOVE OR OTHERWISE DISPOSE OF THE SAME, BUT SO THAT IN THE MINING THEREOF, NO DAMAGE SHALL BE DONE TO THE SURFACE OF THE SAID LANDS, OR TO ANY BUILDING OR OTHER ERECTIONS THEREON; KIRKLAND LAKE; DISTRICT OF TIMISKAMING		
Address	50 GOVERNMENT ROAD WEST KIRKLAND LAKE		
PIN	61228 - 1829 LT	Interest/Estate	Fee Simple
Description	PCL 4952 SEC CST; PT MINING CLAIM L2566 TECK SRO AS IN LT65669; T/W LT65669; EXCEPTING AND RESERVING TO KIRKLAND-HUDSON BAY GOLD MINES LIMITED, ITS SUCCESSORS AND ASSIGNS ALL ORES, MINES, AND MINERALS WHICH ARE OR SHALL HEREAFTER BE FOUND ON OR UNDER THE SAID LANDS, WITH THE RIGHT TO MINE OR REMOVE OR OTHERWISE DISPOSE OF THE SAME BUT SO THAT IN THE MINING THEREOF NO DAMAGE SHALL BE DONE TO THE SURFACE OF THE SAID LANDS OR TO ANY BUILDINGS OR OTHER ERECTIONS THEREON; KIRKLAND LAKE; DISTRICT OF TIMISKAMING		
Address	50 GOVERNMENT ROAD WEST KIRKLAND LAKE		

### Source Instruments

Registration No.	Date	Type of Instrument
DT22784	2010 01 20	Charge/Mortgage

### Consideration

Consideration S 157,500.00

### Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s)

Name BUSINESS DEVELOPMENT BANK OF CANADA  
Address for Service 700 Silver Seven Road, Suite 100  
Kanata Ontario K2V 1C3

I, Marlene Rodrigue, Senior Account Manager, Special Accounts have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

### Transferee(s)

Capacity

Share

Name 50 GOVERNMENT ROAD WEST LTD.  
Address for Service 100 Arbors Lane, Unit D  
Vaughan, Ontario L4L 7G4

### Document(s) to be Deleted

The encumbrance(s) listed in the related deletions field is/are subsequent in priority to the charge and is/are to be deleted

Registration No.	Date	Type of Instrument
DT24155	2010/05/14	Charge/Mortgage
DT24261	2010/05/21	Charge/Mortgage

### Statements

**Mr.Stuccoo**  
**20 Clark Road, Ajax, ON, L1S3B6**  
**E-mail: mr.stuccoo@gmail.com**  
**Phone: (647)-786-4654**

**BILL TO**

[Company Name] Virtus Real Estate Investmend Trust.

Job address-

[Phone]

[Email] james@vreit.ca

**DESCRIPTION**

Scaffold		
Styrofoam		
Basecoat		
Second coat		
Finish (Color)		
Kirkland lake		
Build out window & metal beam insulation		

**Invoice 226      DATE: 2022-12-08**  
**HST# 766979470 RT0001**

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Facade

DATE: 20 10 2022  
DDMMYYYY

\*\*\* TWENTY SEVEN THOUSAND THREE HUNDRED THIRTY TWO AND 44/100 DOLLARS

27,332.44

Mr. Stucco  
20 Clark Road  
Ajax, ON L1S3B6

NON-NEGOTIABLE

Facade

DATE: 01 09 2022  
DD MM YYYY

\*\*\*\* THIRTY FIVE THOUSAND FIVE HUNDRED SEVENTY TWO AND 40/100 DOLLARS

**35,572.40**

Mr. Stucco  
20 Clark Road  
Ajax, ON L1S3B6

**NON-NEGOTIABLE**

Facade

DATE: 15 12 2022  
DD-MM-YYYY

\*\*\* NINETEEN THOUSAND EIGHT HUNDRED FIFTY SIX AND 36/100 DOLLARS

**19,856.36**

Mr. Stucco  
20 Clark Road  
Ajax, ON L4S3B6

NON-NEGOTIABLE

MEMO: Facade renovation

**PETE ROY / PRO GLASS**  
P.O. BOX 501  
KIRKLAND LAKE, ON P2N 1S0  
705-568-3837



Building  
12e 10

DATE: 16 09 2022  
DD.MM.YYYY

\*\*\*\* NINE THOUSAND FORTY AND 00/100 DOLLARS

**9,040.00**

Pete Roy/Pro Glass  
P.O. Box 501  
Gov't Rd. West & Kirkland Street  
Kirkland Lake, ON P2N 1S0

NON-NEGOTIABLE

MEMO: Inv.502078

# Community Improvement Plan Town of Kirkland Lake





# Community Improvement Plan Town of Kirkland Lake

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## List of Appendices

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Appendix A     Community Improvement Project Areas



# Community Improvement Plan

## Town of Kirkland Lake

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### 1.0 Introduction

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The Town of Kirkland Lake is located on Highway 66 East, off of Highway 11 North in the Timiskaming District of Northeastern Ontario. It has a population of roughly 8,000 people who enjoy the benefits of a quality lifestyle, range of services (commercial, institutional, social and recreational), and natural heritage amenities. The Town is the ninth most populous municipality in Northern Ontario (and second in Timiskaming District). The Town of Kirkland Lake acts as a regional centre providing various amenities to many surrounding communities (Gauthier Township, Lebel Township, Township of Matachewan, Virginiatown, Larder Lake, Sesekinika, Kenogami, Ramore, and Englehart). The Town also acts as a gateway to the 'Far North' providing the community with the opportunity to capitalize on potential tourism and recreational opportunities. Kirkland Lake's economy is dominated by professional services and natural resource extraction. The Town itself is surrounded by seven gold mines, including the Kirkland Lake Gold Inc Macassa site which is located in the centre of the developed area of Kirkland Lake. These mines are currently expanding resulting in job creation. Much of the retail, industrial, and employment growth is directly or indirectly related to the mining sector.

Community Improvement Plans (CIPs) are used to benefit communities in the Province of Ontario by enabling municipalities to provide grants and loans to encourage investment in targeted areas of the municipality. The revitalization of communities through the implementation of CIPs can be used for business investment, or economic development. CIPs may also be used to encourage environmental remediation and redevelopment as well as effectively utilize existing community infrastructure.

CIPs can address a range of challenges including growth management, the intensification of communities, employment opportunities, and accessibility enhancements. Through the CIP a municipality can implement incentive programs to promote improvements to building aesthetics and business diversification.

The CIP must be adopted in accordance with the public consultation requirements of the *Planning Act*.

### 2.0 Legislative Authority

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The CIP has been developed in accordance with Section 28 of the *Planning Act* and the *Municipal Act*, as well as other relevant policies and documents including the Provincial Policy Statement, and Town of Kirkland Lake Official Plan, Zoning By-law, and Economic Development Strategic Plan. Specifically, Section 6.5 of the Town's OP contains Community Improvement policies which set out the overall purpose and information that a CIP should contain. It is within these guidelines that this CIP was prepared.

### 3.0 Public Consultation

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In order to understand the potential uptake and interest in incentive programs, and project areas, as well as the needs to the business community, an open house workshop meeting was held with

# Community Improvement Plan

## Town of Kirkland Lake

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Town staff and members of the public on December 5<sup>th</sup>, 2018. The results of the Open House meeting are included in the CIP Background Report.

Additional opportunities for public and stakeholder participation in the CIP process include:

- Economic Development Committee meeting to review draft document and provide comments: May 13, 2019
- Municipal Open House to review draft document and provide comments: May 13, 2019
- Statutory Public Meeting at Council to consider Adoption: June 4, 2019

### 4.0 Goals and Objectives

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The Town of Kirkland Lake has identified the development of a CIP as an opportunity to stimulate commercial and industrial development. The CIP will serve as a long-term framework that will direct and guide community improvements through financial incentives and municipally driven projects.

The Community Improvement Plan for the Town of Kirkland Lake will set out to:

1. Create employment opportunities;
2. Bring new industry and improve the Town's industrial base;
3. Stimulate commercial and industrial development;
4. Prioritize areas for future development;
5. Potentially create programs for tax relief, grants, and loan opportunities;
6. Provide a comprehensive implementation and monitoring program; and
7. Align with the Town's Planning documents.

### 5.0 Community Improvement Project Areas

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This CIP targets the Town's commercial and industrial sectors to continue to profit from current prominent sectors and stimulate growth in other sectors. For these reasons, and through consultation with municipal staff, lands zoned commercial and industrial are proposed to be eligible for the incentives in this CIP, with a focus on the following areas of the municipality:

- Archer Drive
- Goodfish Road
- Government Road West
- Highway 66
- the Downtown Core

The Kirkland Lake CIP is applicable to lands throughout the municipality within the following Zones:

- Town Centre Commercial (C1);
- Shopping Centre Commercial (C2);
- Highway Commercial (C4);
- Light Industrial (M1);

# Community Improvement Plan

## Town of Kirkland Lake

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- Heavy Industrial (M2); and
- Industrial Commercial (MC).

The Community Improvement Project Area is set out in Appendix 'A'.

## 6.0 Community Improvement Plan Incentives and Tools

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In addition to being located in an appropriately zoned Community Improvement Project Area, a proposed CIP project must meet general program requirements and program-specific requirements to be considered eligible.

The requirements contained in this CIP are not necessarily exhaustive and the Town reserves the right to include other requirements and conditions as necessary on a property-specific basis. All of the financial incentive programs contained in this CIP are subject to the following general requirements, as well as the individual requirements specified under each program:

### 6.1 General Requirements

- a) The Town reserves the right to audit the cost of project feasibility studies, environmental studies, environmental remediation works, and/or rehabilitation works that have been approved under any of the financial incentive programs, at the expense of the applicant;
- b) The Town is not responsible for any costs incurred by an applicant in relation to any of the programs, including, without limitation, costs incurred in anticipation of a grant and/or tax assistance;
- c) If the applicant is in default of any of the general or program specific requirements, or any other requirements of the Town, the Town may delay, reduce, or cancel the approved grant and/or tax assistance;
- d) The Town may discontinue any of the programs at any time, but applicants with approved grants and/or tax assistance will still receive said grant and/or tax assistance, subject to meeting the general and program specific requirements;
- e) All proposed works approved under the incentive programs and associated improvements to buildings and/or land shall conform to all Municipal By-laws, policies, procedures, standards, guidelines, including applicable Official Plan and Zoning requirements and approvals;
- f) The improvements made to buildings and/or land shall be made pursuant to a Building Permit and/or other required permits, and constructed in accordance with the Ontario Building Code and/or other municipal requirements;
- g) Outstanding charges from the Town (including tax arrears), work orders, and/or orders or requests to comply on any property owned by the applicant (not just the property subject to the application) must be satisfactorily addressed prior to application processing and grant and/or tax assistance payment;
- h) Town staff, officials, and/or agents of the Town may inspect any property that is subject of an application for any of the financial incentive programs offered by the Town;



## Community Improvement Plan Town of Kirkland Lake

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- i) The total of all grants (excluding tax assistance) provided in respect of the particular lands and buildings of an applicant under the programs contained in this CIP shall not exceed 50% of the cost of rehabilitating said lands and buildings;
- j) If the applicant is not the owner of the property, the applicant must provide written consent from the owner of the property to make the application and undertake the works;
- k) Applicants shall enter into a maintenance agreement with the Town and shall undertake to keep the property and specifically those parts of the property subject to the CIP improvement project in good condition;
- l) Projects must be completed within one year of approval, but recipients may apply for a grant extension.

Council retains the right, in its sole and absolute discretion, to extend, revise, or alter this CIP beyond the five-year horizon, at any time during the five-year operational period of the Plan, subject to the objectives of Council and the satisfactory performance of the Plan in the opinion of Council.

The following programs are available to the Town during the initial five-year period of the CIP (2019-2024). However, Council will review its municipal budget on a yearly basis and decide on which programs are in effect on a yearly basis.

### 6.2 Summary Table of Recommended CIP Programs

The following table presents a summary of recommended CIP programs. Grant amounts are subject to Council approval:

Program	Grant Amount
Building Conversion and Expansion Grant	\$10 per square foot, to a maximum of \$5,000
Building Renovation and Improvement Grant	50% of eligible costs, to a maximum of \$5,000
Façade Improvement Grant	50% of eligible costs, to a maximum of \$5,000
Tax Increment Grant	100% rebate in year 1 75% rebate in year 2 50% rebate in year 3 25% rebate in year 4
Building Permit and Planning Application Fee Rebate	Planning Application Fees: up to 100% reduction of planning application fees, excepting legal costs  Building Permit Fees: up to 50% reduction in building permit fees; to a maximum of \$1,000

## Community Improvement Plan Town of Kirkland Lake

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	Signage Permit Fees: up to a 100% reduction in sign permit fees; to a maximum of \$500
	Demolition Permit Fees: up to 100% reduction in demolition permit fees; to a maximum of \$1,000
	Landfill Fees: up to 50% rebate of landfill fees; to a maximum of \$1,000
Sale of Land for Less than Market Value	Up to 90% less than the listed value established by Council
Design, Architectural and Project Feasibility Study Grant	50% of eligible costs, to a maximum of \$2,000, or \$5,000 for environmental studies
<b>Total amount per property</b>	<b>\$10,000 per property (excluding tax increment grant, building permit and planning fee rebates, and sale of land for less than market value)</b>

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The following incentives and tools could be used to promote improvements in the Community Improvement Project Areas. The purpose, amount, eligible costs, and application requirements for each of the financial incentive programs are described in detail in the following sections.

# Community Improvement Plan

## Town of Kirkland Lake

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### 6.4 Building Conversion and Expansion Grant

Purpose	<p>To support an increase in non-residential assessments.</p> <p>To assist in the conversion of existing unused or underused space into new eligible uses.</p> <p>To create new jobs in the Town.</p>
Grant Amount & Disbursement	<p>Eligible applicants may receive \$10 per square foot of converted or expanded floor space, to a maximum of \$5,000, whichever is less, per property.</p> <p>This grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% on Final Completion</li></ul>
Eligible Costs	<ul style="list-style-type: none"><li>• Development or redevelopment of a building or property that increases the usable floor area;</li><li>• Expansion of an existing building or facility;</li><li>• Adaptive reuse, building rehabilitation and retrofit works that increases the usable floor area; and</li><li>• Upgrading on-site infrastructure (i.e. water services, sanitary sewers, stormwater management facilities) to permit additional usable floor area.</li></ul>
Additional Requirements	<p>The development must result in job creation at a level satisfactory to Council.</p> <p>Applicants will submit design drawings, architectural /engineering plans, a work plan indicating proposed improvements, and a cost estimate of the works.</p> <p>All completed drawings/plans must comply with the description of the work plan as provided in the grant application form.</p> <p>The Town will retain the project design plans.</p>

# Community Improvement Plan

## Town of Kirkland Lake

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### 6.6 Building Renovation and Improvement Grant

<b>Purpose</b>	<p>To support an increase in non-residential assessments.</p> <p>To promote the undertaking of functional improvements (structural, energy efficiency, or accessibility) to existing buildings.</p> <p>To enhance the long term viability and income producing capacity for current or potential new owners/tenants of the existing building stock.</p>
<b>Grant Amount &amp; Disbursement</b>	<p>Matching grant of up to a maximum of 50% of eligible costs up to a maximum grant of \$5,000, whichever is less, per property.</p> <p>The Grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% on Final Completion</li></ul>
<b>Eligible Costs</b>	<p>Provision of structural improvements, including:</p> <ul style="list-style-type: none"><li>• Interior or exterior renovations or retrofits, and improvements to health and safety features of the building;</li></ul> <p>Provision of energy efficiency improvements, including:</p> <ul style="list-style-type: none"><li>• Interior or exterior renovations that result in a third-party certification or meet a third party energy efficiency standard which exceeds the requirements of the Ontario Building Code, and demonstrably increases energy efficiency;</li><li>• Installation of appropriate on-site thermal renewable energy projects, such as solar hot water, geothermal, air source heat pumps or solar walls;</li><li>• Installation of Energy STAR certified heating/cooling/ventilation products, not including small appliances;</li><li>• Installation of energy-efficient lighting and/or lighting controls;</li></ul> <p>Provision of accessibility improvements, including:</p> <ul style="list-style-type: none"><li>• installation of wheelchair ramps, automatic doors, accessible washrooms, other accessibility improvements external or internal to the building; and</li></ul> <p>Any other related work as approved by the Town.</p>
<b>Additional Requirements</b>	<p>Minimum improvement costs: \$2,000</p>

## Community Improvement Plan Town of Kirkland Lake

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Applicants will submit design drawings, architectural /engineering plans, a work plan indicating proposed improvements, and a cost estimate of the works.

The grant will be paid based on the actual cost of the work, up to the amount approved in the application.

All completed drawings/plans must comply with the description of the work plan as provided in the grant application form.

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# Community Improvement Plan

## Town of Kirkland Lake

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### 6.8 Façade Improvement Grant

<b>Purpose</b>	<p>To support an increase in non-residential assessments.</p> <p>To stimulate private investment in the Project Area and to promote the undertaking of building façade and signage improvements.</p>
<b>Grant Amount &amp; Disbursement</b>	<p>Matching grant of up to a maximum of 50% of eligible costs up to a maximum grant of \$5,000, whichever is less, per property;</p> <p>The Grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% on Final Completion</li></ul>
<b>Eligible Costs</b>	<p>Improvements to the Front or Corner Side Façades designed specifically to enhance the look and appearance of these elevations of the property including:</p> <ul style="list-style-type: none"><li>• Restoring of the brickwork or cladding, including exterior painting;</li><li>• Replacement or repair of cornices, eaves, parapets, windows, doors, and other significant architectural details;</li><li>• Repair, replacement, or addition of awnings, marquees, and canopies;</li><li>• Repair, replacement, or addition of exterior lighting;</li><li>• Street furniture related to the façade;</li><li>• Repair to existing or new signage;</li><li>• Modifications to the entranceway; and</li><li>• Any other work as approved by the Town.</li></ul>
<b>Additional Requirements</b>	<p>Minimum improvement costs: \$2,000</p> <p>Applicants will submit design drawings, architectural/engineering plans, and a work plan indicating proposed improvements, and a cost estimate for the works.</p> <p>The grant will be paid based on the actual cost of the work, up to the amount approved in the application.</p> <p>All completed drawings/plans must comply with the description of the work plan as provided in the grant application form.</p>

# Community Improvement Plan

## Town of Kirkland Lake

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### 6.10 Tax Increment Grant

<b>Purpose</b>	<p>To support an increase in non-residential assessments.</p> <p>To stimulate private investment in the CIP Project Areas and to promote the undertaking of building improvements and development on vacant land.</p>
<b>Grant Amount &amp; Disbursement</b>	<p>The grant will be provided over 4 years, where the tax increase is paid back to the applicant as follows:</p> <ul style="list-style-type: none"><li>• 100% rebate in year 1</li><li>• 75% rebate in year 2</li><li>• 50% rebate in year 3</li><li>• 25% rebate in year 4</li></ul> <p>The owner is paying based on the full assessed amount in year 5.</p> <p>The total amount of the grant provided will not exceed the value of the work that resulted in the reassessment.</p> <p>This grant excludes the education portion of the tax bill. The Town is only able to rebate the municipal portion of the tax bill.</p> <p>The grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% (municipal portion) after payment of taxes, once the property has been reassessed by MPAC, following completion of the CIP project.</li></ul> <p>The Town will collect the full amount of property taxes owed for each of the years of the program's applicability and will issue the grant to the approved applicant after final tax bills for each year have been collected. If the tax bill is not paid in full, the Town will cancel all future grants and collect past grants made as part of this program.</p> <p>The grant will not be provided based on a graduated reassessment by MPAC if done prior to completion of the project.</p>
<b>Eligible Costs</b>	<p>Any improvements to properties/buildings in the CIP project areas which meet the CIP goals and objectives.</p>
<b>Applicable Requirements</b>	<p>Minimum increase in assessment: \$25,000, directly related to a building permit for CIP improvements.</p> <p>The Tax increment Grant may be received by a property owner and/or assignee in combination with any other incentive program offered by the CIP.</p>

Property owners and/or assignees will be required to submit a complete application to the Town describing, in detail, the improvements that are planned. The application must be submitted to the Town and approved prior to the improvements being made in order to be eligible for this program. The Town will review the application to ensure that the improvements are eligible. For the purpose of this program, eligible improvements are deemed to be improvements that will lead to an increase in the property's assessed value by improving the physical condition of the building and/or property in a manner that is consistent with the CIP's intent.

This program does not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after property has been improved, except by reason of an assessment appeal.

The grant will be forfeited and repaid to the Town if the owner makes the decision to demolish or alter the property in a manner that does not comply with the CIP before the grant period elapses.

If the property is sold prior to completion of the project and receipt of the grant, subsequent owners may re-apply to the Town to be eligible to receive the grant.

If the property is sold after completion of the project, and while the tax increment grant is being received, the grant expires upon transfer of ownership. Subsequent owners are not eligible to continue receiving the grant for the tax increase associated with the project which has already been completed.

The grant amount will be established after the final inspection of the improvements in accordance with the Ontario Building Code, and MPAC has established a new assessment value based on the building permit for the CIP project.



# Community Improvement Plan Town of Kirkland Lake

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## 6.12 Building Permit and Planning Application Fee Rebate

<b>Purpose</b>	<p>To support an increase in non-residential assessments.</p> <p>To stimulate private investment in properties in the CIP Project areas by reducing applicable municipal fees related to a CIP project which improves the building and/or property.</p>
<b>Grant Amount &amp; Disbursement</b>	<p>Planning Application Fees: up to 100% reduction of planning application fees, excepting legal costs</p> <p>Building Permit Fees: up to 50% reduction in building permit fees; up to a maximum of \$1,000.</p> <p>Signage Permit Fees: up to a 100% reduction in sign permit fees; up to a maximum of \$500.</p> <p>Demolition Permit Fees: up to 100% reduction in demolition permit fees; up to a maximum of \$1,000.</p> <p>Landfill Fees: up to 50% rebate of landfill fees; up to a maximum of \$1,000.</p> <p>The Grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% upon completion of the work</li></ul>
<b>Eligible Costs</b>	<p>Grant applies to:</p> <ul style="list-style-type: none"><li>• Planning application fees;</li><li>• Building permit fees;</li><li>• Sign permits;</li><li>• Demolition permits;</li><li>• Landfill fees.</li></ul>
<b>Additional Requirements</b>	<p>Applications must relate to an associated commercial / industrial project.</p> <p>Demolition and landfill fees will only be reimbursed following completion of association construction.</p>

## Community Improvement Plan Town of Kirkland Lake

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### 6.14 Sale of Land for Less than Market Value

Purpose	<p>To support an increase in non-residential assessments.</p> <p>To promote private investment and development of underutilized municipally-owned properties in the CIP Project Area.</p>
Grant Amount & Disbursement	<p>Council will consider the sale of municipally-owned land at up to 90% less than the listed value established by Council.</p>
Eligible Costs	<ul style="list-style-type: none"><li>• N/A</li></ul>
Additional Requirements	<p>This incentive is only available for those lands in the industrial zones.</p> <p>Purchaser of land must provide detailed architectural concepts and site drawings describing the proposal.</p> <p>The purchaser has 2 years to complete the development of the property. If this is not met Council has the option to re-purchase the property at the original price or to extend the agreement. The purchaser is responsible to legal and transfer costs related to the buy-back.</p> <p>The Town will retain a right-of-first refusal to purchase the vacant property, at the original price, should the purchaser choose to divest prior to construction.</p>

# Community Improvement Plan

## Town of Kirkland Lake

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### 6.15 Design, Architectural and Project Feasibility Study Grant

Purpose	To assist property owners with financing the cost of undertaking studies that promote and support economic development and diversification.
Grant Amount & Disbursement	<p>Up to a maximum of 50% of eligible costs, to a maximum grant of \$2,000 per study, or \$5,000 for environmental studies.</p> <p>The Grant will be disbursed as follows:</p> <ul style="list-style-type: none"><li>• 100% upon completion of the work</li></ul>
Eligible Costs	<p>Design or studies related to the following:</p> <ul style="list-style-type: none"><li>• Design drawings;</li><li>• Structural, mechanical, electrical analyses;</li><li>• Architectural drawings;</li><li>• Environmental studies;</li><li>• Building or land improvement studies and plans;</li><li>• Business development related studies and plans; and</li><li>• Any other feasibility study or plan which aligns with the purpose of the program.</li></ul>
Additional Requirements	<p>The grant will apply to a maximum of 1 study per property.</p> <p>Applicants will submit a work plan for the study indicating proposed improvements and a cost estimate for the study from a qualified consultant to be reviewed and approved by the Town.</p> <p>The grant will be paid based on the actual cost of the study, up to the amount approved in the application.</p> <p>The Town will review and approve the study.</p> <p>The grant can only be applied to commercial buildings, mixed-use buildings, and industrial buildings.</p> <p>Applicants for an Environmental Study Grant must have completed a Phase 1 Environmental Site Assessment.</p>

# Community Improvement Plan

## Town of Kirkland Lake

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### 7.0 Administration and Financial Implications

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#### 7.1 Administration

The CIP will be administered by the Town as part of the implementation of the Community Improvement Policies of the Town's Official Plan.

Applications for the CIP programs will be submitted to Staff to review for compliance with general program criteria and completeness. Complete applications will be provided to the Economic Development Committee for review. The Economic Development Committee will review applications and provide recommendations to Council. Applications will be reviewed on a first-come-first-serve basis once they are complete.

Council will make the final decisions on allocation of program grants up to the maximum amounts noted herein.

#### 7.2 Municipal Funding

For a CIP to be successful, it requires support from the business community and support from the Town in the form of funding and implementation. It is recommended that the Town of Kirkland Lake allocate \$50,000 per year towards grant incentive programs during the initial years of the CIP. In addition, the Town will be expected to provide assistance via foregone revenue (municipal tax increases and fees). As the private and public sectors increase their investment in the community, with the assistance of the CIP, the overall benefits will be significant.

It is not possible to accurately predict the number and scale of applications in advance of implementing the Plan. The recommended funds are minimums that should be approved in order to meet the goals of the Plan over the five-year term. These funding levels can be evaluated and adjusted in future years of the Plan.

Funding allocations contained in this Plan are subject to review and approval by Council. Financial incentives proposed in this CIP are based on a five year cycle, but are also subject to the Town's fiscal situation and will be determined on a yearly basis during Council's annual budget allocation.

### 8.0 Monitoring and Amendments

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Town staff will conduct periodic reviews of the CIP programs and activities relating to Community Improvement to determine their effectiveness and provide an update to Council. Council may amend this Plan as is necessary to ensure that the goals and objectives outlined in this Plan are achieved. Any increase in program financing permitted under Section 28 of the *Planning Act* will require an amendment to this Plan. An extension to any program for up to an additional five years and any decrease in program financing due to Municipal budgetary constraints in any given year will not require amendments to this Plan.

Following the first year of the program, the Town should evaluate the effectiveness of the organizational and funding structure of the CIP process, the evaluation process, and the amount of staff resources to administer, monitor, and market the Plan.

# Community Improvement Plan

## Town of Kirkland Lake

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The following measures are recommended for monitoring the CIP programs:

1. **Annual Report:** An annual CIP report to Town Council should be produced and presented to Council, reviewing in particular the number of applications, number of CIP projects, funds expended by the Town, and results: i.e. increase in usable commercial/industrial space, jobs created, and increase in assessed values.
2. **Post-Project Evaluation Report:** Following the completion of a CIP-funded project, municipal staff should complete a project close-out checklist with detailed descriptions of the work completed with any issues that may have arisen during the application process. This information can be used in the preparation of the annual CIP report to Town Council.

The following information should be documented for each CIP Project:

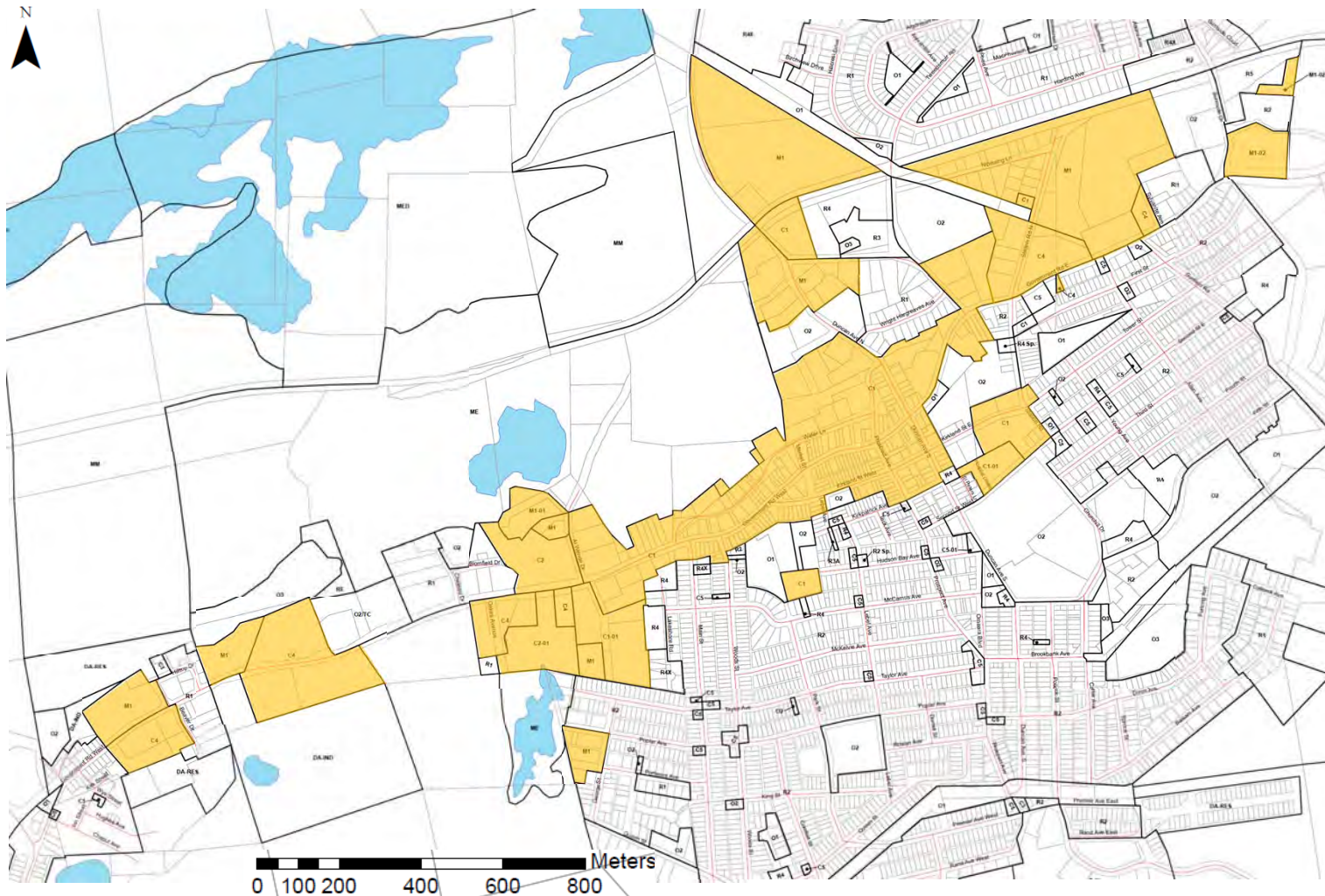
- Before/after project photos
  - Description of the project
  - CIP program(s) utilized
  - Benefit created to the Town (i.e. type of employment, increase in useable space, number of jobs, increase in assessment, aesthetic/safety/efficiency/accessibility or other improvement)
  - Grant amount
  - Construction value
3. **Application Database:** A database of past CIP applications can be used to assess the effectiveness of various financial incentive programs with amendments to the Town CIP made where necessary.

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**Appendix A**  
Community Improvement  
Project Areas




# Schedule A to By-law no. 19-058 Community Improvement Project Area



## Community Improvement Plan Town of Kirkland Lake

### Downtown Area

 Community Improvement Project Area\*

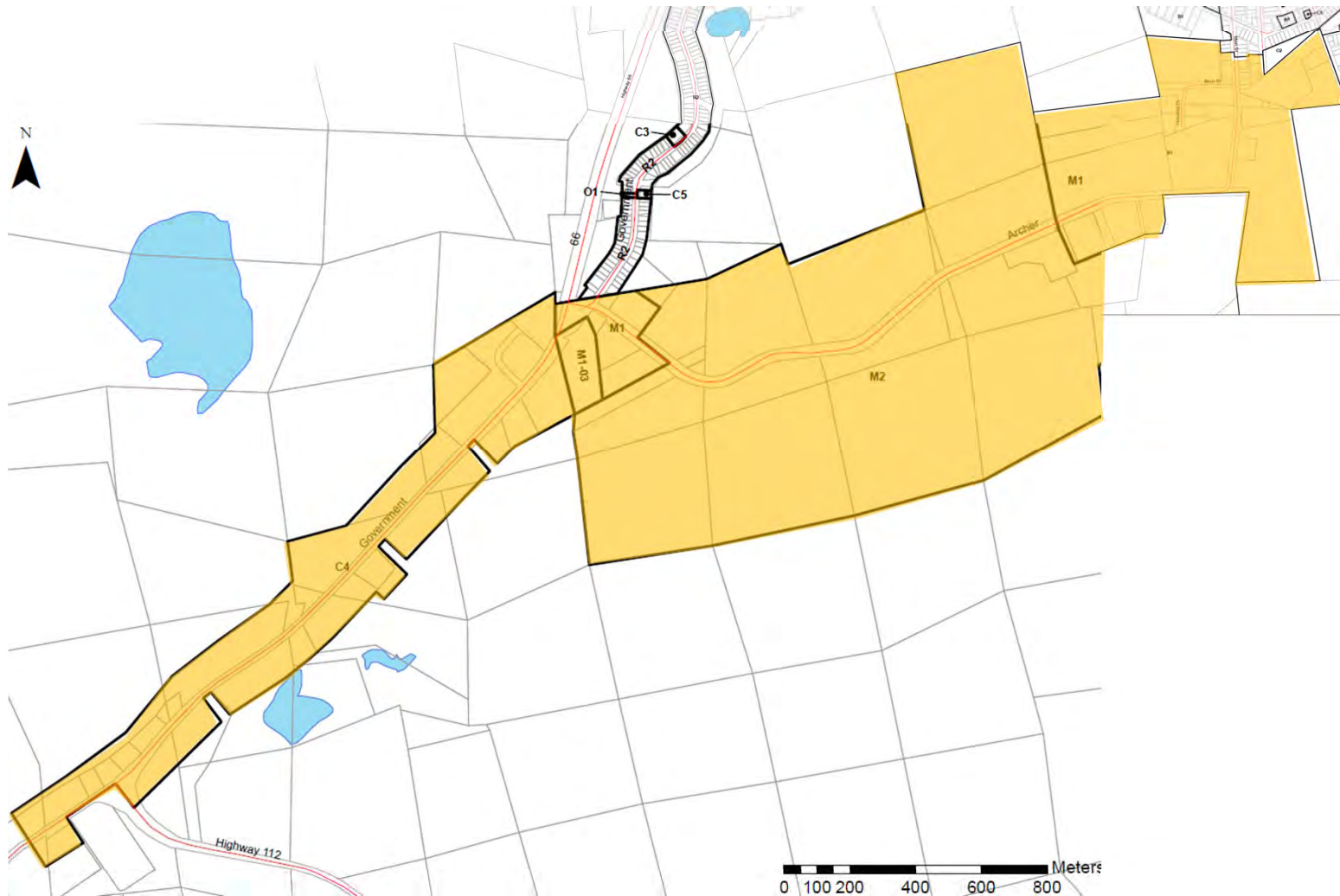
\*Applies to lands in the following Zones:

- Town Centre Commercial (C1);
- Shopping Centre Commercial (C2);
- Highway Commercial (C4);
- Light Industrial (M1);
- Heavy Industrial (M2); and
- Industrial Commercial (MC)

June 11, 2019




# Schedule A to By-law no. 19-058 Community Improvement Project Area



## Community Improvement Plan Town of Kirkland Lake

### Archer Drive and Chaput Hughes Area

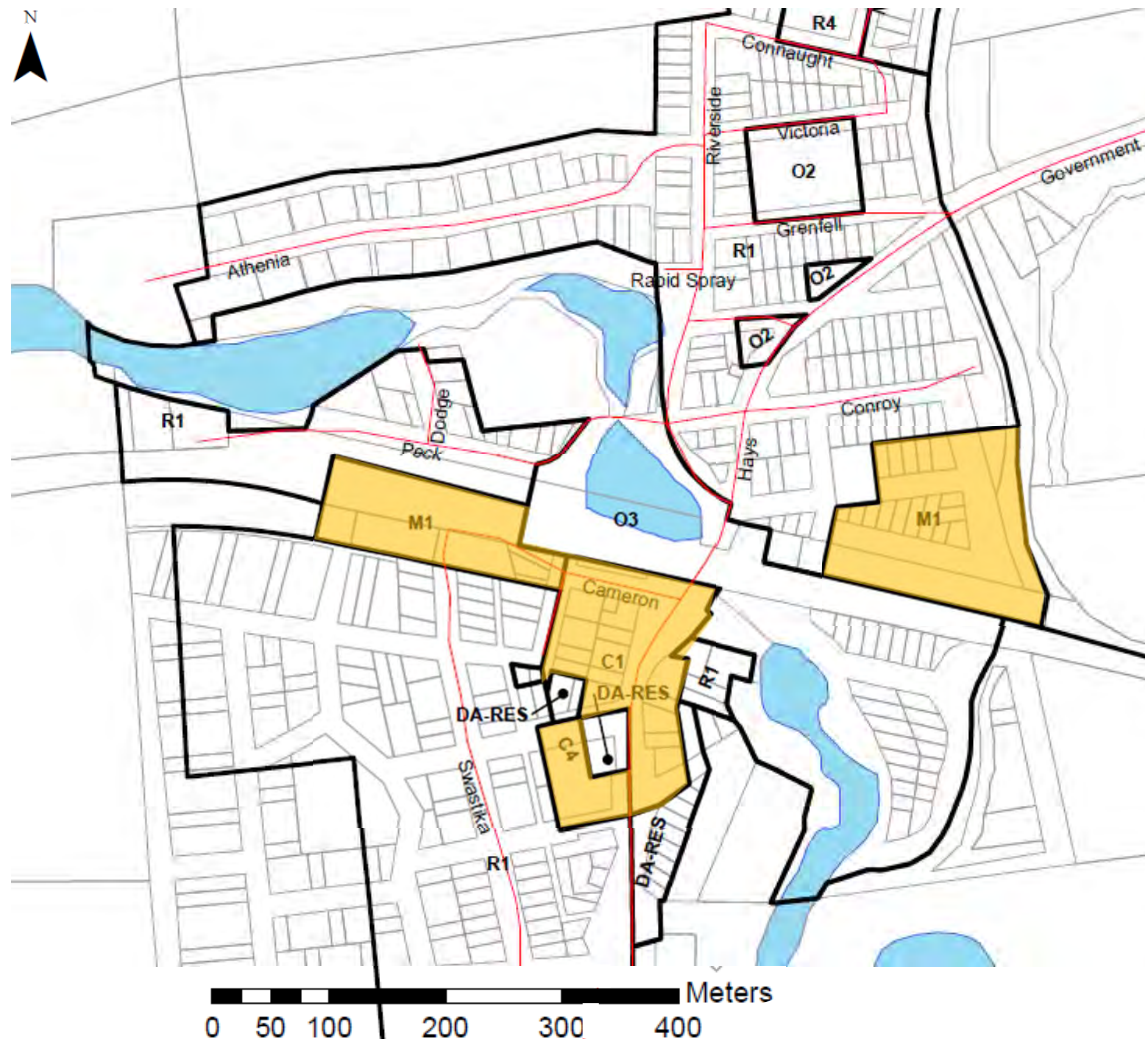
 Community Improvement  
Project Area \*

\*Applies to lands in the following  
Zones:

- Town Centre Commercial (C1);
- Shopping Centre Commercial (C2);
- Highway Commercial (C4);
- Light Industrial (M1);
- Heavy Industrial (M2); and
- Industrial Commercial (MC)

June 11, 2019

Schedule A  
to By-law no. 19-058  
Community Improvement Project Area



Community  
Improvement Plan  
Town of Kirkland Lake

Swastika Area

Community Improvement Project Area\*

\*Applies to lands in the following Zones:

- Town Centre Commercial (C1);
- Shopping Centre Commercial (C2);
- Highway Commercial (C4);
- Light Industrial (M1);
- Heavy Industrial (M2); and
- Industrial Commercial (MC)

June 11, 2019





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Project Management

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## REPORT TO COUNCIL

Meeting Date: 07/03/2023

Report Number: 2023-DEV-12

Presented by: Alan Smith

Department: Development Services

### REPORT TITLE

Community Grant Funding Application – Kirkland Lake Lions Club

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2023-DEV-12 entitled “**Community Grant Funding Application – Kirkland Lake Lions Club**” be received;

**AND FINALLY THAT** Council approve funding totalling \$5,000.00 to be drawn from the Community Grant Program in support of the Lion’s Club District A-5 Convention and Parade.

### INTRODUCTION

In 2020, Council reaffirmed the Town’s commitment to supporting individuals and organizations that undertake projects and activities that benefit the community and enhance the quality of life of Kirkland Lake’s citizens. Council passed CS2020-002 Community Grants Policy (Attachment 1). The Policy establishes the eligibility requirements for municipal financial support and ensures that funds are made available, distributed and accounted for in an open, fair and transparent manner. The annual amount approved by Council for the program is \$25,000.00 (part of the annual operating budget for the economic development division). The maximum allocation per application shall not exceed \$5,000.00, unless otherwise approved by Council.

Staff received an application under the program from the local Lions Club (Attachment 2). They are requesting a grant to assist them with holding their District Convention planned for April 28<sup>th</sup> to 30<sup>th</sup>, 2023. The event will include the actual Convention, a parade through downtown Kirkland Lake, and a community event to be held at the Toburn Mine Site. Municipal dollars will be used to offset costs associated with the above. Approximately 200 participants are expected.

The funding application was reviewed by the Kirkland Lake Economic Development Advisory Committee at its' February 23, 2023 meeting. The Committee directed that the application be brought to Council for its consideration and recommending that it be supported.

## **DISCUSSION**

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

The request from the Lions Club is for a direct financial contribution of \$5,000.00. This is an eligible request under the following criteria established in the Community Grant Policy:

### **Policy Excerpt:**

*For projects: One-time funding related to specific project of significant benefit to community in terms of economic impact, community participation and education and or enhancement of image of Town.*

The conference is a one-off event that will have a positive financial impact on the community through facility rentals, hotel stays, dining at local establishments and general shopping. A positive event will enhance the image of the Town and contribute to its efforts to promote itself as a tourism destination.

### **Policy Excerpt:**

*For events: to host events of a celebratory or educational nature, or to host an activity that would not otherwise occur in the community. All events must be open to all members of the community.*

The conference is both educational and celebratory in nature. The parade and community events scheduled at the Toburn mine site are open to all members of the community.

## **OTHER ALTERNATIVES CONSIDERED**

Council may choose to deny or reduce the amount of funding. This is not a recommended option as it would negatively affect the event and contradict the intent of the Community Grants Policy.

## FINANCIAL CONSIDERATIONS

Community Grants are accounted for in the annual Economic Development Division's Operating Budget. A total of \$25,000.00 has been budget annually since 2020. Each year, approximately \$10,000.00 in funding is dispersed. It is anticipated that this amount will increase as the community regains its footing after the COVID-19 Pandemic, and as the Town proceeds with its plans to implement a Tourism Development Corporation

## ALIGNMENT TO STRATEGIC PRIORITIES

**Strategic Priority:** Growth

**Goal:** Promote Economic Growth

**Objectives:** Invest in Kirkland Lake

## ACCESSIBILITY CONSIDERATIONS

Not Applicable.

## CONCLUSION

The application for funding totalling \$5,000.00 as received from the Kirkland Lake Lions' Club in support of the District A-5 Conference meets the criteria and purpose of the Town's Community Grant Program.

## CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Kirkland Lake Economic Development Advisory Committee

## ATTACHMENTS

Attachment 1 – Community Grant Policy

Attachment 2 – Kirkland Lake Lions' Club Application

# **Community Grants Policy**

**October 2019**

## **Preamble**

The Town of Kirkland Lake acknowledges the efforts of our local volunteer community and believes that many services, events or projects are best provided through the volunteer efforts of local community organizations. Community Grant funding demonstrates Council's commitment to working with individuals and organizations by providing financial assistance for projects and activities that will benefit the community and enhance the quality of life of Kirkland Lake's citizens. The Community Grant Policy establishes eligibility requirements and ensures that public funds are made available, distributed and accounted for in an open, fair and transparent manner.

## **Intakes**

There will be two regularly scheduled intakes of applications: February 1 and June 1. Council may, at its discretion, authorize additional intakes.

## **Eligibility**

The following may be eligible for a Town of Kirkland Lake Community Grant:

- Not for profit corporation (incorporated) organization;
- Organized, unincorporated non-profit organization;
- Individual (permanent current resident of town) who fulfills the application requirements for not for profit activity that cannot be brought forward by any existing community organization

## **Contributions**

Council will, at its sole discretion, establish an annual fund of \$25,000 within its Economic Development budget dedicated to supporting local community organizations. The maximum allocation per application is \$5,000, unless otherwise approved by Council.

## **Types of Contributions**

- Non-dollar contribution
  - for use of facilities
  - for access to programming, facilities
  - for use of town staff, equipment, material
- Dollar contribution
  - For projects: One time funding related to specific project of significant benefit to community in terms of economic impact, community participation and education and or enhancement of image of town;



- For events: to host events of a celebratory or educational nature, or to host an activity that would not otherwise occur in the community. All events must be open to all members of the community;
- For organizational capacity building: to secure training or equipment, or to conduct travel for professional development that will enable the applicant to expand or enhance the fully accessible and not for profit based services they offer to the community;
- For individual : to assist with development of new initiative project of event that no group is willing/able to take on;
- Travel support: to contribute to the travel costs associated with an individual or group qualifying at a provincial, national or international activity.

### **General Conditions**

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

### **General Restrictions**

The following activities will not be eligible for funding:

- Proposed activities that are similar to or in competition with any department of the municipality will not be entertained unless the group can provide the services at a lesser direct cost;
- Flow through funding (where the intent is to redistribute the funds to others) ;

- Religious or political activities; (although religious organizations providing a non-denominational service to the community is eligible);
- Debt retirements, depreciation, retroactive or deficit funding;
- Colleges, schools or hospitals (groups not directly in the employ or at the direction of these institutions may apply);
- Committees of Council;
- Groups that receive the majority of their operating budget from the senior levels of government;
- Invitational or discretionary travel;
- Applications for multi-year commitments;
- Temporary, part time or permanent staff positions;
- Any requests which, if granted, would constitute a future cost burden on the municipality.

### **Application Process**

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

All applications must be fully completed, and include:

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

### **Information Accessibility**

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

All applications will be submitted to the Municipal Clerk. The Municipal Clerk will review applications for completeness and prioritize recommendations based on completeness and adherence to the terms established in the Community Grant policy.

Successful applications will be directed toward the Economic Development Committee. The Committee will endeavor to review applications at their first meeting following the intake deadline. Note that some deliberations may be delayed should the Committee seek more information on the applications received. The Committee will endeavor to forward their recommendations to Council within two regular meetings of Council after receiving the Committee's recommendations. Applicants will be notified regarding status of their request after Council has met and funds will be distributed after Council approval has been received.

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



Kirkland Lake Lions Club  
PO Box 23, Stn Main, Kirkland Lake, ON P2N 3M6

**Attn:** Town of Kirkland Lake, Economic Development Committee

**Reference:** Community Grant Funding

**Requestor:** Kirkland Lake Lions Club, along with District area clubs

**Project Description:** Lions District Convention, seeking \$5000.00 convention and parade grant

The Kirkland Lake Lions Club, along with our District Lions Club have the honour of hosting our 2023 Lions Club District Convention. This yearly convention has not been held in our area for some time. With the convention planned for April 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>, 2023, we have been approved by the Town of KL to host a parade on Saturday April 29<sup>th</sup>, 2023, from 9am to 10am.

The purpose of the convention parade has numerous advantages, among the top are;

- Showcase our hometown to our attending district clubs and promote all that we have to offer, while encouraging future visitation to our area and club
- Promote Lionism in our community and our enthusiasm for volunteering
- As a Thank you to our district clubs for all that they do for Lionism and the greater good in their communities.
- A platform to honour our fellow Lions

With the guest list expected to be close to 200 lions or more, this project will help to create a needed stir on our Mile of Gold. After the parade and opening activities, the added event of our scavenger hunt will bring Lions to our downtown core, while drawing attention to iconic sites & buildings that may have slightly adjusted to the times, with searches to core businesses that they may not have noticed.

This convention and parade will bring added tourism to our community that will be of benefit to many. From motel room rentals, various restaurant sales, convenience / grocery / department store sales, to our local caterers and our venue hosts. Adding, our young Leos will be awarded an opportunity to play in our state-of-the-art pool and complex, which is a great draw for surrounding community families. Our District Clubs will benefit by joining together to walk/drive/celebrate as one club made of many volunteers.

Our financial start as a district committee was funded \$1500.00 from the District. With that, our sister club, the Charlton-Englehart Lions Club, put together a donated Yeti Prize package lottery to which tickets have been sold. That will assist to cover the base for our costs. The remaining



Kirkland Lake Lions Club  
PO Box 23, Stn Main, Kirkland Lake, ON P2N 3M6

expenses are being covered by pre-booking and billing the attending Lions for their catered meals.

As parade hosts, we have invited an International Speaker, who is also Past International Director, as our honorary guests. We believe the parade, the scavenger hunt and panning for gold at Toburn Mine, will be one of many highlights during their visit to our town.

The planned event will strengthen and enhance the quality of life in our community by providing a view of the strong and solid foundation of Lions volunteers and that of the newly re-established KL Lions Club. It will encourage residents to see the joy of Lionism by celebrating one another in a parade and encouraging the joy of working together. We hope to inspire people to participate in serving their communities and the enrichment that can bring to everyone.

The success of this event will be talked about for months by all Lions and community members. From the parade to celebrate Lionism, the opportunity to learn about gold mining on the self-guided tour, to swimming in the new pool, it is believed that the word will be shared on how beautiful our town is. These same people will be sharing their weekend on social media, with their loved ones and it will have a positive ripple affect with added interest for tourism in our area.

The usage for the requested \$5000.00 Community Grant to be allocated as:

Publicity:

- |                     |        |
|---------------------|--------|
| • Event Signage     | \$1600 |
| • Media Advertising | \$ 800 |

Convention Hosting/Community Events

- |   |        |
|---|--------|
| • Set-Up Decorating, Cleaning Costs       | \$ 700 |
| • Welcome Packages for Visiting Attendees | \$ 700 |

Parade Costs

- |   |               |
|---|---------------|
| • Parade Security / Crowd Safety Monitoring | \$ 500        |
| • Promotional Distribution (swag)           | <u>\$ 700</u> |

Total	\$5000
-------	--------

# TEAMWORK MAKES THE DREAMWORK

Kirkland Lake, April 28<sup>th</sup>, 29<sup>th</sup> & 30<sup>th</sup> 2023 at Northern College

## FRIDAY, APRIL 28<sup>TH</sup> 2023

12:00 pm to 8:00 pm	Registration Desk	Main Entrance
12:00 pm to 8:00 pm	Credentials Desk	Main Entrance
6:00 pm to 7:30 pm	PDG Dinner	Vienna's Restaurant
7:00 pm to 10:00 pm	Silent/Live Auction	Gymnasium
7:00 pm to 11:00 pm	Friday Night Social	Gymnasium
Hospitality Rooms can open starting at 10:00 pm		

## SATURDAY, APRIL 29<sup>TH</sup> 2023

7:15 am to 8:30 am	Cabinet Meeting	Room
8:00 am to 12:00 pm	Registration Desk	Main Entrance
8:00 am to 12:00 pm	Credentials Desk	Main Entrance
9:00 am to 10:00 am	Parade	Town of KL
10:30 am to 11:30 am	Opening Ceremonies	Gymnasium
12:00 pm to 2:00 pm	Lions Luncheon	Gymnasium
2:00 pm to 4:00pm	Registration Desk	Main Entrance
2:00 pm to 4:00 pm	Credentials Desk	Main Entrance
2:30 pm to 3:30 pm	SABIC	Room
2:30 pm to 3:30 pm	GAT	Room
2:30 pm to 3:30 pm	GAT	Room
3:30 pm to 5:15 pm	Free Time	
	Panning for Gold at Toburn	

## SATURDAY, APRIL 29<sup>TH</sup> 2023

5:15 pm to 6:15 pm	Governor's Reception	Room
5:15 pm to 6:15 pm	Pre-Banquet Reception	Gymnasium
6:30 pm to 9:00 pm	Governor's Banquet	Gymnasium
9:00 pm to 11:00 pm	Social Time	Gymnasium
Hospitality Rooms can open starting at 10:00 pm		

## SUNDAY, APRIL 30<sup>TH</sup> 2023

7:00 am to 8:30 am	Melvin Jones Breakfast	Room
8:00 am to 9:30 am	Elections	Room
8:00 am to 9:00 am	Registration Desk	Main Entrance
8:00 am to 9:00am	Credentials Desk	Main Entrance
9:30 am to 11:00 am	Memorial Service	Gymnasium
11:00 am to 12:00 pm	Closing Ceremonies	Gymnasium

## COMMITTEE CHAIR TABLES

## VENDORS



**2023 District A5 Convention Budget**  
**Northern College, Kirkland Lake**  
**April 28-30,2023**

**Organizational Chart for Convention Committee**

Committee Chairperson	Rhonda McCallum	Charlton-Englehart Lions Club
District A5 Governor	Bob Beaven	Charlton-Englehart Lions Club
Treasurer	Jim Malherbe	Kirkland Lake Lions Club
Secretary	Noreen Lenart	Charlton-Englehart Lions Club

**Sub-Committee Coordinators**

Sponsorship	Francois Gauthier	Earlton Lions Club
	Noreen Lenart	Charlton-Englehart Lions Club
Fundraising	Noreen Lenart	Charlton-Englehart Lions Club
Registration	Sylvie Boileau	Earlton Lions Club
	Noreen Lenart	Charlton-Englehart Lions Club
Pin Logo Design	Bob Beaven	Charlton-Englehart Lions Club
Pin Sales	Rory Moore	New Liskeard Lions Club
Shuttle Service	Bob Hobbs	Charlton-Englehart Lions Club
Parade	Bob Beaven	Charlton-Englehart Lions Club
	Bob Hobbs	Charlton-Englehart Lions Club
Vendor's Village & Service Displays	Jim Malherbe	Kirkland Lake Lions Club
	Stella Malherbe	Kirkland Lake Lions Club
Decorations	Lise Branconnier	Warren Lions Club
	Sue Fitzwilliam	Warren Lions Club
	Janice Jolkowski	Charlton-Englehart Lions Club
Space Manager – for set up and tear down	Shanea Smith	Kirkland Lake Lions Club
Signage & Event Guide	Rhonda McCallum	Charlton-Englehart Lions Club
Swag Bag Coordinator		
Memories "Photographer"	Pete Martel	Schumacher Lions Club
	Dawn from Northern Lights Computing	
Friday Night Social	Shanea Smith	Kirkland Lake Lions Club
Space Manager	Shanea Smith	Kirkland Lake Lions Club
Meal Service	Shanea Smith	Kirkland Lake Lions Club
Silent & Live Auction	Shanea Smith	Kirkland Lake Lions Club
Bar Coordinator	Shanea Smith	Kirkland Lake Lions Club
Grants Coordinators	Jim Malherbe	Kirkland Lake Lions Club
	Stella Malherbe	Kirkland Lake Lions Club

2023 District A5 Convention Budget  
Northern College, Kirkland Lake  
April 28-30,2023

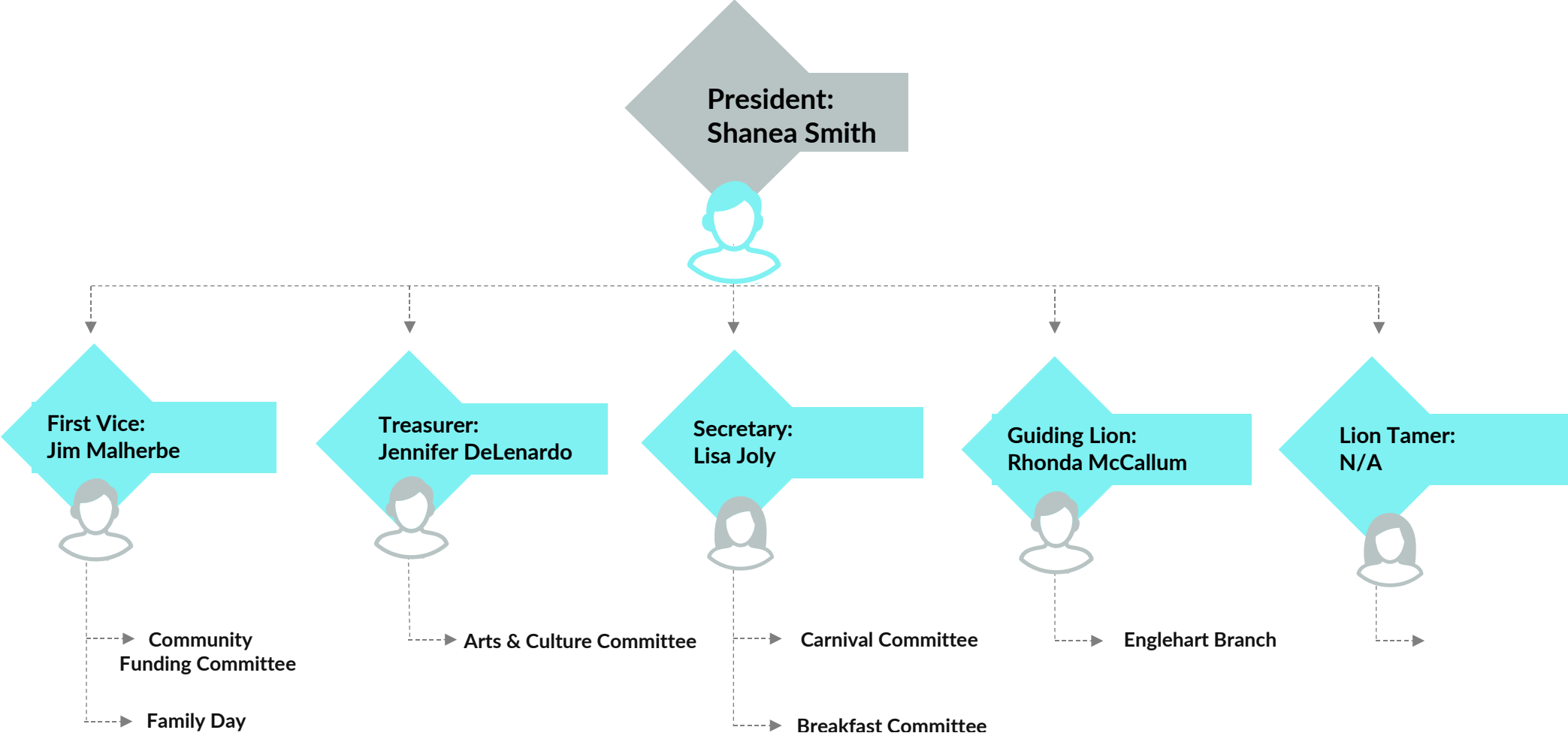
	2023	
	PROJECTED	ACTUAL
REVENUE		
Start Up Funds	\$1,500.00	
Registrations	\$17,000.00	
Sponsorships	\$15,000.00	
Ads	\$4,000.00	
Fundraisers		
Yeti Raffle	\$10,000.00	
50/50	\$500.00	
Silent/Live Auction	\$2,000.00	
Pin Sales	\$800.00	
Vendor Table Rentals	\$240.00	
Interest Bank		
Total Revenue	\$51,040.00	\$0.00
EXPENSES		
Start up Funds Returned	\$1,500.00	
Administration	\$500.00	
Service Charges	\$100.00	
Cheque Order	\$50.00	
Total Refunds		
Registration Supplies	\$800.00	



2023 District A5 Convention Budget  
Northern College, Kirkland Lake  
April 28-30,2023

	2023	
	PROJECTED	ACTUAL
Fundraising expenses		
Silent Auction supplies	\$300.00	
Yeti Raffle	\$200.00	
50/50 supplies	\$100.00	
Scavenger supplies and prize	\$200.00	
Programs and Services		
Friday Night Social	\$500.00	
Saturday Night Entertainment	\$500.00	
Bar Expenses	\$100.00	
Flowers for Head Table	\$1,000.00	
Memorial Service	\$2,000.00	
Governor & International Guest	\$3,000.00	
Piper	\$300.00	
Parade	\$4,000.00	
Northern College	\$5,000.00	
Meals	\$15,000.00	
Decorations	\$2,000.00	
Set up Supplies	\$3,000.00	
Technical	\$500.00	
Marketing/Promotion		
Sponsorship-signs banners	\$3,000.00	
Pins	\$1,000.00	
Event Guide	\$2,000.00	
Glasses	\$1,600.00	
A5 Membership Contest	\$500.00	
Total Expenses	\$48,750.00	\$0.00
Profit and Loss	\$2,290.00	\$0.00

Kirkland Lake Lions Club Branch  
July 01, 2022 to June 30, 2024 Organizational Chart



Total Active Lions: 21



## KL Lions Club - Projected Statement of Account - July 01, 2022 to June 30, 2023

### Account Balance Sept, 2022 - for reference only

Community Account	\$7,119.01
Lottery Account	\$1,858.97
<b>Balance Forward</b>	<b>\$8,977.98</b>

### Projected Yearly Income

Lottery Account - bingos / draws	<b>\$1,000.00</b>
Community Account	\$17,000.00
<b>Total Yearly Income</b>	<b>\$23,000.00</b>

<b>Projected Balance</b> (Projected income minus expenses)	\$4,090.00
<b>Actual Balance</b> (Actual income minus expenses)	\$19,549.78
<b>Difference</b> (Actual minus projected)	<b>\$15,459.78</b>

### Projected Yearly Income Summary

	Projected Income	Actual Income yr/date	Actual Cost	INCOME
Breakfast November 2022 - Comm. Acct	\$2,500.00	\$2,238.00	\$625.95	<b>\$1,612.05</b>
Breakfast March 2023 - Comm. Acct	\$2,500.00	\$0.00	\$0.00	
Cotton Candy Machine rentals - Comm. Acct	\$2,000.00	\$1,923.00	\$1,046.74	<b>\$876.26</b>
Arts & Culture Fair - Cotton Candy - Comm. Acct	\$1,500.00	\$0.00	\$0.00	
Family Day - Agnico Eagle - Comm. Acct	\$6,500.00	\$10,000.00	\$0.00	
Canada Day - Govt Canada Grant - Comm. Acct	\$5,000.00	\$0.00	\$0.00	
Canada Day - Cotton Candy - Comm. Acct.	\$2,000.00	\$0.00	\$0.00	
Bingos - Lottery Acct	\$1,000.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	
<b>Total monthly income</b>	<b>\$23,000.00</b>	<b>\$14,161.00</b>	<b>\$1,672.69</b>	

### Expenses by Event

	Projected Cost	Actual Cost	Difference
Breakfast - November 2022 - Comm. Acct	\$600.00	\$625.95	-\$25.95
Breakfast - March 2023 - Comm. Acct	\$600.00	\$0.00	\$0.00
Canada Day - Community Acct.	\$6,000.00	\$0.00	\$0.00
March Break Online Carnival - Comm. Acct	\$500.00	\$0.00	\$0.00
Family Day - Feb 2023 - Comm. Acct	\$5,500.00	\$0.00	\$0.00
Arts & Culture Fair - Aug 2023 - Comm. Acct	\$200.00	\$0.00	\$0.00
Trade-A-Can for a Cone Event (Food bank fundraiser) - Lottery acct	\$50.00	\$0.00	\$0.00
Winter Parade - Comm. Acct	\$200.00	\$200.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$13,650.00</b>	<b>\$825.95</b>	<b>-\$25.95</b>

### Projected Community Donations - Activities Account

	Projected Cost/Budget	Actual to date Cost	Difference
Community Requests - glasses / dental / medical	\$2,000.00	\$600.00	1400
Sponsorship - KL Gold Miners	\$500.00	\$500.00	\$0.00
Sponsorship - Rhythm & Motion	\$500.00	\$500.00	\$0.00

### Yearly Expenses

	Projected Cost	Actual Cost	Difference
Hwy Signage - Discover KL	\$250.00	\$170.00	\$80.00
Chamber Membership	\$150.00	\$150.00	\$0.00
Other			\$0.00
Other			\$0.00
Other			\$0.00
Other			\$0.00
Other			\$0.00
Other			\$0.00
<b>Subtotal</b>	<b>\$400.00</b>	<b>\$320.00</b>	<b>\$80.00</b>

### Bank Fees

	Projected Cost	Actual Cost	Difference
July 2022 -Nov 2022	\$15.00	\$15.00	\$0.00
Dec 2022 to Feb 2023	\$15.00	\$15.00	\$0.00
March 2023 - May 2023	\$15.00		\$15.00

Sponsorship - Soccer League	\$500.00	\$0.00	\$0.00
Fire Victim Community Service	\$600.00	\$336.00	\$336.00
Community Skates x 4 (Xmas/March break)	\$500.00	\$238.27	\$261.73
KLDCS - Greenhouse	\$100.00	\$100.00	\$0.00
Other			\$0.00
Subtotal	\$4,700.00	\$2,274.27	\$597.73

June 2023 - Aug 2023	\$15.00		\$15.00
Cheques	\$100.00		\$100.00
Other			\$0.00
Subtotal	\$160.00	\$30.00	\$130.00

Total Projected Event Cost	\$18,910.00
Total Actual Event Cost	\$3,450.22
Total Difference	\$15,459.78



Kirkland Lake Lions Club  
PO Box 23, Stn Main, Kirkland Lake, ON P2N 3M6

**Name of Organization:** Kirkland Lake Lions Club & District Lions Committee

**Address:** 6 Sylvanite Avenue, Kirkland Lake, ON P2N 2C7

**Mailing Address:** PO Box 23, Station Main, Kirkland Lake, ON, P2N 3M6

**Contact Person:** Mrs. Shanea Smith – President Kirkland Lake Lions Club

**Telephone:** 705-642-7313

**Email:** [shanealeesmith@gmail.com](mailto:shanealeesmith@gmail.com)

**Purpose:** To serve our community in volunteering. Our motto “We serve”.

**History:** The newly formed Kirkland Lake Lions Club, was re-established in Kirkland Lake in 2018. With a small base of volunteers, we have been a branch under the Charlton-Englehart Lions Club since that start. This was to enable us to grow our volunteers to the required amount of 20 needed volunteer bodies, in order to Charter. As of January 2023, we have 21 members and will be chartered by Lions Club International by June of this year.

Also new in January 2023, we have made arrangements for our “den” to be at the Salvation Army Café and we meet every second Thursday of the new month from September to June. We have established committees in order to move forward with any plans and volunteering for our community.

We do not employ staff and are a paid fee membership to volunteer in Lionism.

Serving the Kirkland Lake and area our goal is to enrich the lives of our community, make it a better place for all to thrive. In doing so, we in turn enrich our lives by giving of our time.

Some examples of our contribution to our community are:

- Over the past few years, covid aside, we have stayed on that path by volunteering to raise funds and goods for the local food bank. This is achieved with one of our yearly events, Trade A Can for A Cone. The past two years have raised over 500 lbs of food and \$1000.00 dollars.
- From dancing to hockey, our club and its members also support local kids and their parents.
- Our fundraising income also goes towards assisting low income seniors for dentures, glasses and various other needs that are requested.
- We also accept donations and give assisted living devices such as a bath chair to those that simply can't afford to rent or purchase those items.

We truly thrive to make the community a safe and better place to live.

## REPORT TO COUNCIL

Meeting Date: 07/03/2023

Report Number: 2023-DEV-007

Presented by: Alan Smith

Department: Development Services

### REPORT TITLE

Waste Management Service Contract Extension

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2023-DEV-007 entitled “**Waste Management Service Contract Extension**” be received;

**AND THAT** the Mayor and Municipal Clerk be authorized to execute a two (2) year Extension Agreement with Green for Life Environmental Inc. (G.F.L.) for weekly curbside collection of residential, commercial and institutional waste, and bi-weekly curbside collection of residential recycling, and landfill operations as per the Terms set out in RFP-503 -18 for a total cost of \$2,127,562.82 plus H.S.T.;

**AND THAT** Council approve the change management request to recital F. Compensation, subsection (b) of the original Agreement to provide for quarterly fuel cost adjustments for the term of the Extension Agreement;

**AND FINALLY THAT** an execution by-law be brought forward for three readings on March 7, 2023.

### INTRODUCTION

In 2018, the municipality issued a Request for Proposal (Attachment 1) for the development and operation of an enhanced waste management system, including waste disposal and landfill operations; and curbside collection for waste and residential recycling.

Proposals were received from Municipal Waste and Recycling Consultants (MWRC), B&R Environmental Services and Aevitas Inc. On June 19, 2018, Council awarded a contract for the above services to Municipal Waste and Recycling Consultants (MWRC). In 2019, Green for Life Environmental Inc. (GFL) acquired all MWRC operations including existing contractual agreements (Attachment 2).

The municipality's Agreement with MWRC/GFL (hereafter referred to as GFL) was for five years, ending September 30, 2023. The contract included an option to extend for one or two years at the sole discretion of the municipality. Services would be provided under the same terms and conditions as govern the original contract.

## DISCUSSION

Staff recommend that the contract with GFL be extended for a two-year term, running from October 1, 2023 to September 30, 2025. This recommendation is based on the following considerations:

1. *Timing: A contract extension would allow provincial changes to curbside collection and disposal of recyclables to take effect while minimizing any potential negative impact on the Town.*

The Ontario Government's *Waste Free Ontario Act* will significantly change the responsibility framework governing the curbside collection and disposal of recyclables by assigning the cost of such collection and disposal to the producers instead of municipalities. All municipalities are to be transitioned to the new framework by January 1, 2026. In Kirkland Lake, the transition date has been established as October 1, 2025<sup>1</sup>. On this date, the collection and disposal of blue box materials in Kirkland Lake will become the responsibility of Circular Materials Ontario (CMO).

How the CMO will function in Northern Ontario has not been fully determined yet. As reported to Council in Report 2020-DEV-018 (Attachment 3), the ideal situation is one in which the CMO assumes direct and sole responsibility for all aspects of recyclables collection and disposal. If the municipality has a contract in place to collect/dispose of recyclables, the CMO may contribute towards the cost of that contract, but to what extent is unknown. It may also impose conditions that require a change to that contract at the municipality's expense. If the municipality uses its own forces to collect/dispose of recyclables, it could be eligible for reimbursement by the CMO but to what extent is unknown.

The proposed contract extension with GFL dovetails with the implementation of the new recycling collection/disposal regime. Should the extension not proceed, the municipality will need to implement a short-term solution to ensure there are no service disruptions. This will very likely be more expensive than the cost of extending the GFL contract as a short duration contract requires substantial investment in plant and

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<sup>1</sup> In report 2020-DEV-018 presented on May 19, 2020, Council resolved that the transition date for the Municipal Blue Box program was to be moved to the CMO be September 30, 2023. The CMO was not able to meet that date and communicated that the transition date would be October 1, 2025.

equipment on the part of a contractor. Bringing the service in-house is not feasible at this point as the Town does not have the human or physical resources to do so.

2. *Cost Certainty: An extension of the existing contract at the rates agreed upon five years ago is financially more attractive than negotiating a new contract that will reflect current rates of inflation, material and labour challenges in the industry.*

The costs associated with the extension are set by the original Agreement signed in 2018 (Attachment 4). Both the landfill operations contract and the collection contract apply an inflation rate of 2% per year. This applies to the extension as well. According to Statistics Canada, inflation was 6.3% in 2022. The rate is anticipated to fall to 3% in mid 2023 and return to 2% in 2024 (Bank of Canada).

Fuel charges are not included in the contract price but are calculated separately (4,000 litres per month attributed to landfill operations, and 3,900 litres per month attributed to collection operations). These costs are calculated annually based on data published by the Ontario Government (see below). This is an area of concern for GFL, as fuel costs have increased dramatically (127.6 c/l October 1, 2018, to 144.7 c/l Jan 2022). GFL has requested that these be adjusted quarterly instead of annually as is the case currently<sup>i</sup>.

3. *Service Level Certainty: Extending the contract will avoid disruption to service levels while providing the municipality the opportunity to research and assess alternate service levels and delivery options.*

These service levels are comparable to those in northern municipalities, and equal to or surpassing that provided by the Town's previous contractors. Their operations are reviewed regularly by the Town's Manager of Waste Management and any complaints or concerns investigated. The primary complaints received from the public is in regards to missed collections. As per the contract, GFL is obligated to repeat missed pick-ups, with the exception being in cases where the containers have been placed in the wrong location or are obscured by snow, vehicles etc. Operations are also subject to inspection/review by the Ministry of Environment, Ministry of Labour and the Town's Health and Safety personnel. No issues have been identified.

## **OTHER ALTERNATIVES CONSIDERED**

Council may choose to extend the Agreement for one year instead of two years. Administration do not recommend this as it does not address the challenges associated with the changes to the collection and disposal of recyclables, as noted above.

Council may choose not to extend the current Agreement in favour of a competitive bid process. Administration does not recommend this as it would not address the challenges associated with the changes to the collection and disposal of recyclables, as noted above.



## FINANCIAL CONSIDERATIONS

The per annum cost associated with the proposed extension was established in the Agreement with GFL dated June 19, 2018. These are as follows:

Landfill Operation:

- Year 6: \$424,408.66 +HST
- Year 7: \$432,896.83 +HST

Curbside Collection:

- Year 6: \$628,840.26 + HST
- Year 7: \$641,417.07 + HST

As noted above, GFL has requested that the Fuel Price Adjustment be made quarterly instead of annually, as is the case presently. This would allow GFL to better manage its expenses. It is difficult to predict how fuel prices may fluctuate in today's economic climate. The fuel fluctuations could lead to an increase, no increase or a decrease in contract payments, as has happened in the past<sup>ii</sup>.

## ALIGNMENT TO STRATEGIC PRIORITIES

**Strategic Priority:** Efficiency

**Goal:** Achieve Sustainable Operational Excellence

**Objectives:** Find and Implement Efficiencies

## ACCESSIBILITY CONSIDERATIONS

Not Applicable.

## CONCLUSION

The requested extension will be in accordance with the current Agreement in its entirety except for a change management clause to provide for quarterly fuel cost adjustments as opposed to annual fuel cost adjustments as stated in the RFP 503-18.

## CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Green for Life Environmental Inc.

## ATTACHMENTS

Attachment 1- RFP 503-18

Attachment 2 - By-Law 18-095, Authorizing the Execution of a Contract with Municipal Waste and Recycling Consultants for Waste Collection/Disposal and Curbside Recycling

Attachment 3 - 2020-DEV-018 Establishing a Transition Date for the Municipal Blue Box Program

Attachment 4 - MWRC's Technical Proposal

Attachment 5 - Proposed Extension Agreement

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<sup>i</sup> The evaluation of monthly payments for each quarter of each year will be based upon diesel fuel prices established and published by the Ministry of Energy and Infrastructures, Oil and Gas/Fuel Prices/Diesel for "Ont/Avg" (Ontario Average). For the purpose of evaluation G.F.L provided with their submission a monthly diesel fuel consumption (DFC) figure for calculating the fuel cost adjustment (FCA) when, the difference in the diesel fuel index (DFI) quarter one (1) and DFI quarter two (2) is more than five (5) cents per litre.

For instance:

When the DFI for quarter one (1) to the DFI for quarter two (2) is equal to or less than five (5) cents per litre, there will be no fuel cost adjustment for quarter two (2).

- Equation

$$FCA = (DFI \text{ quarter } 2 - DFI \text{ quarter } 1 - 5) / 100 \times DFC$$

- Example if:

DFI quarter 1=125.4¢      DFI quarter 2=132.1¢,      DCF= 10,000 litres/mo.

then:

$FCA = (132.1 - 125.4 - 5) / 100 \times 10,000 = \$170$  monthly increase for next 3 months

When the difference between DFI quarter 1 and DFI quarter 2 falls more than five (5) cents per litre, the FCA will be DFI quarter 1 less DFI quarter 2, less five (5) cents, multiplied by DFC. This will be withheld from the monthly payments for quarter 2.

Equation

$$FCA = (DFI \text{ quarter } 1 - DFI \text{ quarter } 2 - 5) / 100 \times DFC$$

For Example: IF DFI quarter 1=125.4¢      DFI quarter 2=119.1¢,      DCF= 10,000 litres/mo.

THEN:  $FCA = (125.4 - 119.1 - 5) / 100 \times 10,000 = (\$130)$  monthly decrease for next 3 months

<sup>ii</sup> Year 2, of the current Agreement, the fuel cost adjustment identified a decrease in payment of \$9,100.80/y

Year 3, fuel prices remained stable and no increase or decrease in the contract payments were realised.

Year 4, the fuel cost adjustment identified a decrease in payment of \$13,366.80/y.

Year 5, the fuel cost adjustment identified an increase in payment of \$11,470.80/y.



REQUEST FOR PROPOSAL

**RFP-503-18**

**KIRKLAND LAKE WASTE MANAGEMENT SERVICES**

**CLOSING DATE: Tuesday May 8, 2018, at 2:00pm Local time**

The Corporation of the Town of Kirkland Lake

Department of Physical Services

1 Dunfield Road

PO Box 1757

Kirkland Lake, Ontario

P2N 3P4

Phone: (705) 567-9365

Fax: (705) 567-9400

Town Hall

3 Kirkland Street

PO Box 1757

Kirkland Lake, Ontario

P2N 3P4

Phone: (705) 567-9361

Fax: (705) 567-3535

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## 1.0 OBJECTIVE

The Town of Kirkland Lake invites Proposals for the development and operation of an enhanced waste management system, including waste disposal and landfill operations; and curbside collection for waste and residential recycling. This request reflects the Municipality's desire to plan for and offer an enhanced and affordable waste management system.

### Submission

To receive consideration, Proposals must be submitted on the Proposal forms and in an envelope **PLAINLY MARKED** and submitted to the following address:

Town of Kirkland Lake  
 Postal Bag 1757  
 3 Kirkland Street  
 Kirkland Lake, ON  
 P2N 3P4  
 Attn: Jo Ann Ducharme, Municipal Clerk  
 Clearly marked "RFP-503-18 Waste Management Services"

The closing date for submission will be at 2:00pm local time on Tuesday May 8<sup>th</sup>, 2018

There will be no public opening for this request.

- Submit one (1) large sealed envelope, which includes two (2) sealed envelopes; envelope "A" Technical, and envelope "B", Financial;
- Proposals shall be completed on the supplied forms; Supplementary documentation will be accepted;
- Late proposals and/or partial proposals will not be accepted;
- Proposals by email or fax will not be 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 one or any proponent and any changes to the Proposal that are acceptable to both parties will be binding; and
- All Proposals shall be valid for sixty (60) days from submission date.

A non-mandatory meeting will be held on Wednesday April 4<sup>th</sup>, 2018 at 10:00am in the Department of Physical Services Boardroom to discuss the RFP.

### Questions

Any questions or concerns directly related to the Proposal document should be directed to the following:  
 Richard Charbonneau, Landfill Foreman/Contract Administrator  
 Corporation of the Town of Kirkland Lake  
 Telephone (705) 567-9365 x329  
 Email: Richard.Charbonneau@TKL.ca



## 2.0 SUBMISSION CHECKLIST

The Town of Kirkland Lake has provided this checklist for the convenience of the Proponents responding to this RFP, and provides no guarantees in its completeness. This checklist does not relieve the Proponents of their obligation to review the RFP in its entirety in order to understand fully its submission requirements, and that your submission, in response to the RFP, is complete and meets those requirements.

- ☐ Non-Mandatory Meeting, Wednesday April 4<sup>th</sup>, 2018 at 10:00am in the Department of Physical Services Boardroom, 1 Dunfield Road, Kirkland Lake.
- ☐ Closing date for the RFP is Tuesday May 8<sup>th</sup>, 2018, no later than 2:00pm
- ☐ Ensure that the submission is in a two (2) envelope process as per Section 4.3

The Proponents submission shall include the following

- ☐ Complete the Submission Forms, Section 7
- ☐ The Proponent shall provide proof of ability by means of a multiyear Performance Bond containing a renewable feature for 50% of the bid price, in accordance with Section 6.19 upon award
- ☐
- ☐ A complete list of proposed Sub-contractors, Section 7.3
- ☐ A list of key personnel proposed to be working under the contract, Section 7.4
- ☐ A complete list of all vehicles and equipment proposed to be used for the Contract, as per Section 7.5
- ☐ Past experience identified, Section 7.6
- ☐ Identify the location of an office space and any other buildings/locations proposed to be utilized during the contract, Section 7.7
- ☐ Identify an Implementation Plan, Section 7.8
- ☐ Identify a Complaint Management Program as per Section 7.9
- ☐ Identify a back-up or contingency plan, Section 7.10
- ☐ Provide a list of references, Section 7.11
- ☐ Provide an emergency preparedness plan, Section 7.12
- ☐ Complete the AODA agreement, Section 7.13
- ☐ Envelope “A”, Technical Information shall include the following: Section 7.3 (page 38) through item 7.13 (Page 47)
- ☐ Envelope “B”, Financial Information, shall include the following: All Submission Forms, including any Alternative Proposals, Sections 7.1 (page 32) through item 7.2 (page 37).

### 3.0 DEFINITIONS

- 3.1 “Access Road” means a road that leads from a public road to a waste disposal site.
- 3.2 “Apartment Buildings” means any building or place occupied or used as a place of abode in which more than two families dwell or live or which contains more than two separate places of dwelling or living.
- 3.3 “Blue Box” (Recyclable material container) means a durable container approved by the Town in accordance with the policy established by the Town to be used for the collection of recyclable material to be supplied by the Town.
- 3.4 “Business day” means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed by the Municipality.
- 3.5 “Cell”, in respect of a Landfill Site, it means a deposit of waste that has been sealed by cover material so that no waste deposited in the cell is exposed to the atmosphere.
- 3.6 “Composting” means the treatment of waste by aerobic decomposition or organic matter by bacterial action for the production of stabilized humus.
- 3.7 "Contract" means the Contract to do the work, the bonds or securities, the addenda (if any), the specifications, the General and Supplementary Conditions, the drawings and all other documents referred to or connected with the agreement.
- 3.8 "Contractor" means the person or corporation to whom the Contract for the work has been awarded.
- 3.9 “Cover Material” means soil or other material approved for use in sealing cells in land filling.
- 3.10 “Derelict Motor Vehicle” means a motor vehicle that, is inoperable, and has no market value as a means of transportation, or has a market value as a means of transportation that is less than the cost of repairs required to put it into operable conditions.
- 3.11 "Designated Municipal Official" means a designated employee appointed by the Chief Administrative Officer of the Town of Kirkland Lake and any authorized agents of the Town.
- 3.12 "Drawings" means all plans, profiles, drawings, sketches or copies thereof exhibited, used or prepared for in connection with the work embraced under the Contract.
- 3.13 “Hauled Liquid Industrial Waste” means liquid waste, other than hauled sewage, that results from industrial processes or manufacturing or commercial operations and that is transported in a tank or other container for treatment or disposal, and includes sewage residue from sewage works that are subject to the provisions of the Ontario Resources Commission Act.
- 3.14 “Hauled Sewage” means waste removed from the following:
  - A cesspool
  - A septic tank system
  - A privy vault or privy pit
  - A chemical toilet
  - A portable toilet
  - A sewage holding tank, or
  - Untreated sewage waste.
- 3.15 “Householder” means any owner, occupant, lessee, tenant, or any other person in charge of any dwelling, apartment building or portion thereof respectively.
- 3.16 “Household Refuse” means includes rubbish, floor sweepings, discarded wearing apparel, waste paper, cartons and boxes, broken crockery or glassware, bottles, cans, accessory or other packing materials, grass clippings, garden wastes, clippings from trees and shrubs and other waste articles such as materials that result from the maintenance of a building or materials that would normally accumulate in a dwelling but such shall not include weighty of bulky articles such as stoves, furnaces, bedsprings, mattresses, furniture, boxes, barrels and water or fuel tanks.

- 3.17 “Industrial Waste” means as defined by the Town.
- 3.18 “Inert Fill” means earth or rock fill that contains no putrescible materials or soluble or decomposable chemical substances.
- 3.19 “Inspector” means any person, partnership or corporation that the Town may appoint for the purpose of assisting in the supervision and inspection of the work.
- 3.20 “Landfill Site” means Mining Claims L31385 and L29981 as shown on schedule “c” (section 8.2)
- 3.21 “Landfilling” means the disposal of waste by deposit, under controlled conditions, on land or on land covered by water, and includes compaction of the waste into a cell and covering the waste with cover materials at regular intervals.
- 3.22 “Manager” means the Manager of Planning and Land Development for the Town of Kirkland Lake or his/her designate;
- 3.23 “Municipality or Town” means The Corporation of the Town of Kirkland Lake.
- 3.24 “MRF” means Material Recovery Facility.
- 3.25 “Night Soil” means human excrement collected from buckets, cesspools, porta potties and outhouses.
- 3.26 “On-site Road” means a road for the movement of vehicles and equipment within a waste disposal site.
- 3.27 “Owner” means The Corporation of the Town of Kirkland Lake.
- 3.28 “Place of Business” means any place other than a dwelling and includes a shop, factory, store, restaurant, hotel, office building, public building or other commercial establishment.
- 3.29 “Plant” means every permanent, temporary or accessory piece of equipment necessary or required to carry on or complete the work and extra work in the time and manner herein provided.
- 3.30 “Processed Organic Waste” means waste that is predominantly organic in composition and has been treated by aerobic or anaerobic digestion, or other means of stabilization, and includes sewage residue from sewage works that are subject to the provisions of The Ontario Water Resources Act.
- 3.31 “Proponent” means any legal enterprise making a submission in response to this RFP.
- 3.32 “Proposals” means any submitted bid;
- 3.33 “Provide” means supply all labour, materials, equipment, handling and cartage required.
- 3.34 “Recyclables” means material generated within the Town from residential, commercial, industrial and institutional sources that are deemed recoverable by the Town. As per schedule “D”, Section 8.6
- 3.35 “Recovered Materials” means *recyclables* that have been processed at the TRANSFER STATION to remove contaminants and prepare the parent material for shipment to market.
- 3.36 “Residue” means matter or material that remains after all recyclable material has been removed and is not suitable for market.
- 3.37 “RFP” means Request for Proposal, a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.
- 3.38 “Scavenging” means the uncontrolled removal of reusable material from waste at a Waste Disposal Site.
- 3.39 “Solicitor” means the person for the time being filling the office of Solicitor for the Town or the person then acting as such.
- 3.40 “Street” means any public highway, street, avenue, boulevard, road, lane, alley, square, place, thoroughfare, or a way within the Town of Kirkland Lake designed and intended for or used by the general for the passage of vehicles.
- 3.41 “Successful Proponent/Bidder/Vendor/Contractor” means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

- 3.42 “The Town” means The Town of Kirkland Lake
- 3.43 “Transfer Station” means a regulated facility which accepts recyclables for further sorting and processing;
- 3.44 “TS/CDF” means Transfer Station and Central Depot Facility,
- 3.45 “Trade Waste” means garbage, ashes and refuse which would normally accumulate in a shop, store, restaurant, hotel, office building, public institution, and any other place of business but shall not include weighty or bulky articles such as automobile parts, tires, stoves, furniture, bedsprings, mattresses, large boxes, barrels, earth, stones, water or fuel tank wastes from demolished buildings or construction projects.
- 3.46 “Treasurer” means the person for the time being filling the office of the Treasurer of the Town or the person then acting as such.
- 3.47 “Utility” or “Utilities” means the companies, commissions, municipalities or other bodies which provide telephone, telegraph, gas, water, electrical, drainage and underground heating or other to the Town.
- 3.48 “Waste Material” means garbage, ashes, household refuse, trade waste and any other material determined by the Town to be collectable waste material.
- 3.49 "Work" means labour, materials, and other things required to be done, that are shown, described or implied in the Contract Documents.
- 3.50 "Work" or "Works" (unless the context requires a different meaning) means the whole of the works, materials, matters and things required to be done or supplied, mentioned, or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Town;
- 3.51 The words "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned" and "satisfactory", unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned by or satisfactory to the Town;
- 3.52 The words "shall", "may", "herein", "person", "writing", "written", "surety", and "security", and words used in the singular number or the masculine gender, shall have the same meaning and effect as given in The Interpretation Act of the Revised Statutes of Ontario.

## 4.0 INSTRUCTIONS TO PROPONENTS

### 4.1 PURPOSE

The Town of Kirkland Lake invites Proposals for the development and operation of an enhanced Waste Management System, including waste disposal and landfill operations; and curbside collection for waste and residential recycling. This request reflects the Municipality's desire to plan for and offer an enhanced and affordable Waste Management System.

### 4.2 REGISTRATION

In order to have the submissions recognized as compliant, document takers must register with the Secretary for Development Services (705) 567-9365 x326 or on Biddingo, as a registered document taker. This will ensure all relevant information (i.e. addenda, non-mandatory meeting minutes) is received.

### 4.3 SUBMISSIONS

#### 4.3.1 Form of Proposal

- Each Proponent shall submit its' Proposal in one (1) large sealed envelope, which includes two (2) sealed envelopes; envelope "A", Technical and envelope "B", Financial.
- Envelope A: The Technical Proposal will address the technical requirements for both option A, landfill operations only and Option B, weekly waste collection and disposal and bi-weekly recycling collection; and shall contain items 7.3 (page 38) through item 7.13 (Page 47)
- Envelope B: The Price Proposal must contain a break down and total of all costs for option A, landfill operations and option b, weekly waste collection and disposal and bi-weekly recycling collection; and shall contain item's 7.1 (page 32) through item 7.2 (page 37).

#### 4.3.2 Completion of the Submission

- All proposals are to be submitted in a sealed, clearly labeled envelope which is provided.
- All proposals shall include the name and address of the Proponent(s), and be signed and dated.
- All submissions shall be clear and accurate with any special conditions well specified and fully described.

#### 4.3.3 Delivery and Opening of Submission

- All proposals shall be received by the Clerk's Office no later than 2:00pm on Tuesday, May 8<sup>th</sup>, 2018.
- Proposal submissions will only be received in a sealed envelope clearly indicating the name of the firm and the name of the project to the Municipal Clerk, for the Town of Kirkland Lake.
- Submissions will be time stamped by the clerk's office at time of receipt.
- Electronic submissions will NOT be accepted for the Request for Proposal.
- Any proposal received after the above deadline or received by facsimile or email will not be considered for this project and will be returned to the submitter unopened.
- The Town will not be responsible for any lost documents or for those documents not delivered to the proper location. Only the names of the respondents shall be made public by the Municipal Clerk. No other information shall be disclosed at this time.
- There will be no public opening for this request.
- All submissions become property of the Corporation of the Town of Kirkland Lake.

#### 4.4 PROPONENT EXPENSE AND RISK

All costs and expenses incurred by the Proponent relating to its proposal will be borne by the Proponent. The Town of Kirkland Lake is not liable to pay for such costs and expenses, or to reimburse or compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

#### 4.5 LEGISLATION

The Proponents hereby understands and agrees that the Town is governed by Provincial and Federal regulatory Agencies and their laws and regulations to which the Successful Proponent shall also be bound.

#### 4.6 EXAMINATION OF PROPOSAL DOCUMENTS & SITE

It is the Proponent's responsibility to carefully examine the site of the proposed work, evaluate the existing conditions and limitations, and include in the proposed price, the amounts required to cover the cost of all items required to be done to complete the project in accordance with the highest standards or workmanship to the satisfaction of the Owner.

Site visits can be arranged by contacting **Richard Charbonneau Landfill Foreman/Contract Administrator at the Town of Kirkland Lake at, (705) 567-9365 x329 or [richard.charbonneau@tkl.ca](mailto:richard.charbonneau@tkl.ca)**

#### 4.7 INQUIRIES, OMISSIONS, DISCREPENCIES AND INTERPRETATIONS

- 4.7.1 The Proponent's responsibility for errors and omissions in submission is not relieved by the Municipality's review of submittals.
- 4.7.2 Inquiries during the RFP process are to be submitted in writing to the **Landfill Foreman/Contract Administrator, Richard Charbonneau at (705) 567-9365 Ext. 329 [richard.charbonneau@tkl.ca](mailto:richard.charbonneau@tkl.ca)**, prior to April 27<sup>th</sup>, 2018.
- 4.7.3 Inquiries will be responded to in writing and supplied to all Proponents.
- 4.7.4 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 forms.

#### 4.8 NON-MANDATORY MEETING

- 4.8.1 The Town of Kirkland Lake will hold a non-mandatory meeting for all proponents to discuss and review the RFP documents on Wednesday April 4<sup>th</sup>, 2018 at 10:00am in the Department of Physical Services Boardroom, 1 Dunfield Road.
- 4.8.2 Proponents' are encouraged to attend the meeting;
- 4.8.3 Any and all discussions and questions will be recorded in minute format and forwarded to all Proponents via email, fax or mail (whichever is preferred) and will be provided to all Proponents.

#### 4.9 ADDENDA

The Town of Kirkland Lake may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing, via email, fax or mail (whichever is preferred) and will be provided to all Proponents.

#### 4.10 ACCEPTANCE OR REJECTION OF SUBMISSION AND MUNICIPALITY RIGHTS

- 4.10.1 The Town of Kirkland Lake reserves the right to reject any proposal that is received late or incomplete or otherwise fails to comply with the requirements under this RFP.
- 4.10.2 The Town of Kirkland Lake reserves the right to accept any proposal in whole or in part or to discuss with any Proponent different or additional terms to those envisaged in this RFP or in such Proponent's proposal.
- 4.10.3 The Town of Kirkland Lake does not bind itself to accept any proposal and reserves the right to reject any or all proposals and to waive formalities as the interests of the Town may require without stating reasons therefore.
- 4.10.4 The Town of Kirkland Lake reserves the rights to elect to not proceed with the project as it so determines in its sole and absolute discretion and waive irregularities and formalities at its sole and absolute discretion.
- 4.10.5 The Town of Kirkland Lake will evaluate the proposals received and identify that proposal which is believed to represent "best value", in its sole interpretation and in its own best interest, and this may not necessarily be the lowest priced proposal.
- 4.10.6 This RFP does not constitute an offer of any kind or nature whatsoever by the Town. It is merely an invitation for proposals and not a contract.
- 4.10.7 All Request for Proposals submitted to the Town of Kirkland Lake become the property of the Municipal Government and as such, are subject to the Freedom of Information and Protection of Privacy Act.
- 4.10.8 All submissions are final and may not be altered by subsequent offerings, discussions or commitments unless the Proponent is requested to do so by the Town of Kirkland Lake.
- 4.10.9 All Request for Proposals received shall be firm for a period of at least 60 days from the submission deadline and shall be used as the basis for the agreement.

#### 4.11 CLARIFICATION OF PROPOSALS

- 4.11.1 The Town reserves the right to request the clarification of the contents of any proposal.
- 4.11.2 The Town may choose to meet with any or all of the Proponents to discuss aspects of their respective proposals.
- 4.11.3 The Town may require Proponents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective Proponent's acknowledgment of that interpretation. The supplementary documentation accepted by the Town and written interpretations which have been acknowledged by the affected Proponent shall be considered to form part of the proposals of that Proponent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the Town for the purpose of clarification shall be considered as part of a proposal.
- 4.11.4 The Town is not obligated to seek clarification of any aspect of a proposal.

#### 4.12 NEGOTIATIONS

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Town and a Successful Proponent will enter into the contract documentation, and does not mean that the successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the Town of Kirkland Lake has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other Proponents the right to amend their proposals.

## 5.0 STANDARD CONDITIONS

### 5.1 REGULATION COMPLIANCE AND LEGISLATION

- 5.1.1 In all matters affecting the performance of the work, the Contractor shall comply with all relevant statutes, By-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with all relevant regulations made under such statutes, By-laws and ordinances.
- 5.1.2 The Proponent's are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local laws, rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proponent shall discover any provisions in the contract or specifications, that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the Town, in writing.
- 5.1.3 In the event that a price adjustment is required with respect to changes, which are unforeseen, and that are mandatory as a result of legislation or regulations that become effective after the time set for receipt of Proposals or within the life of the agreement, such price adjustment shall be negotiated in good faith by the Contractor and the Town.
- 5.1.4 Proponents, by making a submission, acknowledge that Ontario Municipalities are subject to and the Successful Contractor hereby acknowledges and agrees to act within the Waste Diversion Act, 2002, (SO 2002, c6) (WDA) and Provincial Blue Box Program Plan (BBPP), which are outside the control of the Municipality. Repeal, replacement or amendment of either, the WDA and/or BBPP may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the Municipality as a "Force Majeure" event. The parties hereby acknowledge that the Waste-Free Ontario Act, 2016 (WFA) has received Royal Assent in June, 2016, and the WFA, along with associated regulations, may operate to change the scope of work of any contract (s) awarded under this RFP.

### 5.2 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005 and the Regulations there under with regard to the provisions of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant section 6 of Ontario regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the bidder 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 bidder 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 Proponent shall submit the AODA declaration form in Section 7.10 as proof of compliance.

### 5.3 MUNICIPAL CONFLICT OF INTEREST ACT

Contracts 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 expiration of two years from the date of authorization if such member fails to make such disclosure at the period of time.



#### 5.4 LOBBYING RESTRICTIONS

Consultants and their staff members, or anyone involved in preparing 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 to this RFP by a supplier or Contractor that engages in such lobbying, without further consideration, and may terminate that Supplier/Contractors' right to continue in the purchasing process.

#### 5.5 FREEDOM OF INFORMATION

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 a total price, for each service 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.

#### 5.6 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

All information obtained by a proponent in connection with this Request for Proposal is the property of the Town and shall be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfilment of any subsequent contract. Proponents may declare confidentiality of their Proposal; the Corporation is required to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended.

#### 5.7 GOODS AND MATERIALS SUITABLE FOR USE

The Proponent warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Proposal, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

#### 5.8 PAYMENT IN CANADIAN FUNDS

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.

#### 5.9 HARMONIZED SALES TAX

Individual item pricing shall exclude Harmonize Sales Tax or any other applicable taxes but will be considered extra.

#### 5.10 ENVIRONMENTAL CONSIDERATIONS

The Town of Kirkland Lake is committed to becoming an increasingly environmentally conscious municipality who understands that our success is dependent upon the sustainability and protection of the natural resources that we all share. The Town shares the common vision of moving towards a zero waste society by promoting the goals of reducing the amount of waste generated, increasing the reusability of products and packaging, and diverting recoverable wastes away from the final disposal toward higher end recycling uses.

The following environmental considerations shall be carefully reviewed by all Proponents.

5.10.1 Equipment Fuelling, Maintenance and Storage with respect to Landfill Operations

- Carry out refuelling, except the fuelling of backhoes and shovels, at acceptable refuelling areas.
- Obtain Manager's acceptance of refuelling areas.
- Submit to the Manager for review prior to starting works, procedures for the interception and rapid clean-up and disposal of fuel spillages which occur as mandated by the T.S.S.A. (Technical Standards and Safety Authority).
- Ensure the materials required for the clean-up of fuel spillages are readily accessible on site at all times.
- The cleaning of equipment in streams and lakes and the emptying of fuel, lubricants and pesticides into water-courses is prohibited.
- Contain construction debris and dispose of it in approved locations.

5.10.2 Spills Reporting

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission, or who causes or permits it must forthwith notify:

- The Ministry of the Environment and Climate Change  
1-(800)-663-8477
- The Municipality or the Regional Municipality within the boundaries of which the spill occurred;
- The owner of the pollutant, if known,
- The person having control of the pollutant, if known, of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto; and
- The Manager or Designated Municipal Official.

5.10.3 Emergency Management Plan

Prior to commencing work, the successful Contractor shall prepare an Emergency Management Plan, including any required control and clean-up of a spill, and fire suppression procedures at the landfill site. The Emergency Management Plan shall be readily available, on display and shall include:

- The names and telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- The names and telephone numbers of the representatives of the fire, police and the health departments of the local municipalities who are responsible to respond to emergency situations;
- The names and the telephone numbers of the companies experienced in the control and clean-up of hazardous materials that would be called upon in an emergency involving a spill;
- The Contractor's proposal for the immediate containment and control of the spill, the clean-up procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and
- The Successful Contractor shall submit to the Town, the name and the telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the Emergency Management Plan.
- Ensure the immediate availability of the products with which to affect temporary repair

to and other services so the spill or other emission of a pollutant is immediately controlled and stopped and to mitigate the damages.

- Submit for the Manager's review and the review of other responsible parties a copy of the Emergency Management Plan and make appropriate changes to it based on review and comments received.

## 5.11 HEALTH AND SAFETY

- 5.11.1 The Successful Proponent will be required to review, sign and submit the Town of Kirkland Lake's Health and Safety Orientation package for Contractors, prior to the commencement of any agreement. This Orientation package shall be reviewed by all employees, including any new hires.
- 5.11.2 A Successful Proponent must provide a Health and Safety program.
- 5.11.3 A Successful Proponent will need to provide annual proof of continuation of their ongoing Health and Safety Policies and Procedures.
- 5.11.4 A Successful Proponent must comply with all applicable law and statutes.
- 5.11.5 Workers' Compensation
  - The Contractor shall pay such assessments as will protect him and the Owner from claims under the Workers' Compensation Act; and
  - The Contractor shall provide a clearance certificate.

## 5.12 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 5.12.1 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 Contractor 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 contractor to perform construction work for a principal without a valid clearance in place. A copy of the required clearance certificate must be attached to the Contractors submission. Failure to do so may result in non award of the contract. The Town retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Contractor shall have no right of appeal whatsoever due to non compliance.
- 5.12.2 Clarification and more information can be obtained at Workplace Safety and Insurance Board 1-800-387-0750 or 416-344-1000 or [www.BeRegisteredBeReady.ca](http://www.BeRegisteredBeReady.ca)
- 5.12.3 The onus is on the Contractor to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.
- 5.12.4 The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the Town of Kirkland Lake under the Workers Compensation Act, and the Contractor 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 Contractor shall fail to do so, the Town or Members shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the Town or Members shall have the right to make such payment.

### 5.13 FAILURE TO COMPLETE THE WORK

In the event that the Contractor fails to carry out the terms and requirements of the task in a manner satisfactory to the Town, The Town, in its sole and absolute discretion, shall have the right to terminate the said contract at any time, upon written notice to the Contractor. The Contractor shall not be entitled to any damages whatsoever by reason of the termination of the agreement as aforementioned, nor shall the Contractor be entitled to make any claim under the said agreement, except for any work done prior to the termination of the agreement and only when it has been determined that the work was done effectively and in accordance with proper methods. If this agreement is so terminated, the Town reserves the right to declare the Contractor ineligible to bid on any Municipal work for a 24 month period following default.

### 5.14 FORCE MAJEURE

5.14.1 It is understood and agreed that the Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the contract 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 Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Contractor 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 Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

### 5.15 TIME OF THE ESSENCE

5.15.1 Time shall be of the essence of the Contract. Goods and/or Services shall be delivered within the time promised, failing which the Municipality reserves the right to cancel the contract or portion thereof without penalty or prejudice.

### 5.16 PLANT, LABOUR AND MATERIAL

- 5.16.1 The Contractor shall provide all necessary vehicles, miscellaneous equipment, and furnish all required skilled and unskilled labour, materials, fuel, tools and all other incidentals, so that the Contract and all work required to be done under it, can and will be carried on in a workmanlike manner continuously and expeditiously to completion, in all respects to the satisfaction of the Town.
- 5.16.2 All collection vehicles, equipment and machinery used in conducting the work required by the Contract shall be subject to the approval of the Manager, but approval or failure to approve same shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.
- 5.16.3 Where, in the opinion of the Town, conditions are not suitable or safe for the use of certain equipment, the Contractor shall, upon the written order of the Town carry out the work without the use of such equipment, and no allowance will be made to the Contractor as a result of such restriction.
- 5.16.4 The Contractor shall be governed by the direction of the Town in all matters concerning the storage of equipment, materials and supplies at the landfill site, and shall at the contractor's own cost and expense, shift or remove such equipment, material and or supplies immediately upon notice to do so from the Town . In case the Contractor shall neglect or refuse such notice, the Town may shift or remove such equipment, material or supplies and the cost of so

doing shall be charged to and paid by the Contractor or such cost may be deducted from the next payment due to the Contractor.

## 5.17 CONFLICT RESOLUTION

5.17.1 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:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in other's performance; 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 contract.
- Both 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 Town 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 Proponent.
- 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.

## 5.18 SUBCONTRACTORS

- 5.18.1 The Contractor shall not assign the Contract, or any part of it, without written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him without written consent of the Owner.
- 5.18.2 The Contractor hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Proposal are subject to all terms and conditions stated within and the Principle Contractor shall be held accountable.
- 5.18.3 The Proponent shall submit a list of proposed Subcontractors (See Section 7.3) which are to be used to perform work under the Agreement.
- 5.18.4 The Contractor shall ensure that all Subcontractors selected and named have experience in the subcontracted work described within the Proposal documents, and that they will execute their work with competence and within the required time frame.
- 5.18.5 The Contractor shall ensure that all Subcontractors shall be actively engaged in work of the type described and shall be able to show proof upon request by the Town, of previous work of similar nature performed by them.
- 5.18.6 The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.
- 5.18.7 The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any

Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

- 5.18.8 No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the Town. Such approval will only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the Town.
- 5.18.9 The Town reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.
- 5.18.10 Within Section 7.3 attached, should the Proponent indicate “N/A” (not applicable), “None”, “Own Forces” or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the Town will make no allowance for, nor shall any Sub-Contractors be allowed to perform any part of this agreement.

#### 5.19 PERSONNEL

##### 5.19.1 Conduct and calibre of workers

- The Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ for the work, any unfit person or anyone not skilled in the work assigned to him.

##### 5.19.2 Discharge of Employees

- The Contractors employees must be experienced operators, capable of working in locations with limited working space, have experience working in close proximity with other equipment and must possess a valid Province of Ontario driver’s license for the class of vehicle being operated.
- The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise.
- Should any labourers, tradesmen or foreman employed on or about the work, or in connection therewith, give any just cause for complaint, in the opinion of the Town, the Town may request dismissal of such person forthwith, and he shall not be again employed by the Contractor on any Town work without the consent, in writing.

## 6.0 CONTRACT SPECIFICATIONS

### 6.1 BACKGROUND

The Town of Kirkland Lake is located along Highway 66 and consists of three townships (Teck, Morrisette and Bernhardt). Within these townships, the three main urban areas of Swastika, Chaput Hughes and Kirkland Lake contain approximately 8,500 people and 4,700 households. The Town may change and/or add to the collection routes at any time to include the townships of Morrisette and Bernhardt should it be desired by Council. New and/or added collection routes will be subjected to negotiations of costs. The households range from single to multi-units and several units are located above commercial facilities in the downtown core. The residential households are currently all provided with both waste and residential blue box collection. Additionally, waste collection is provided twice weekly to the majority of Urban Commercial areas. The current Waste Management system is broken into two main categories: Waste Disposal and Waste Reduction.

### 6.2 SCHEDULE OF ITEMS AND PRICES/FEES

The proposal price shall include the following:

- 6.2.1 Option A: The supply of equipment for collection and disposal of waste, drivers and men sufficient to collect, haul and dispose of, at the designated landfill site, all garbage, household refuse, trade waste, ashes and all other waste material;
- 6.2.2 Option B: The supply of equipment for collection from municipal waste collection containers and disposal of waste, drivers and men sufficient to collect, haul and dispose of, at the designated landfill site, all garbage, household refuse, trade waste, ashes and all other waste material, on a weekly basis for waste and a bi-weekly basis for recycling;
- 6.2.3 In accordance with this Contract, maintenance, repairs and all other operating costs of the equipment supplies, including gas, diesel, licensing, insurance, washing, storage and all other materials, equipment and labour necessary to comply with the requirements of this specification;
- 6.2.4 Any or all processing fees associated with the weighing of materials or drop off of recyclables at a licensed Recyclable Material Facility;
- 6.2.5 The Successful Proponent shall be required to post an advertisement within local media and shall be liable for the advertising costs of such notifications in reference to changes associated with collection routes or schedules; ie: stat holidays.

### 6.3 PERMITS AND LICENCES

- 6.3.1 Unless otherwise specified, the Contractor shall obtain and pay for all fees, procure all licences and certificates, deposit contract documents and give all notices required by any of the foregoing statutes, By-laws, ordinances and regulations.
- 6.3.2 The Contractor(s) shall furnish the Town with proof of a valid Carrier License Number for the transportation of waste before commencing work and such Certificate shall remain in effect for the duration of any contract(s) awarded as a result of this Request for Proposal.
- 6.3.3 The Contractor(s) shall ensure that all waste products considered recyclables, shall be recycled and reused (where applicable) and/or disposed of at a licensed receiver site in accordance with Federal and Provincial laws.

#### 6.4 TERMINATION OF CONTRACT

6.4.1 The Owner may terminate the employment of the Contractor if the Town certifies that sufficient cause exists to justify such action. Such termination of employment may be made as follows:

- If the Contractor shall be adjudged a bankrupt;
- If the Contractor should make a general assignment for the benefit of his creditors;
- If a receiver should be appointed on account of the Contractor's insolvency;
- If the Contractor should take the benefit of any Act relating to insolvent debtors;
- If a winding up order be made against the Contractor;
- If the Contractor should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days' notice in writing from the Town to do so;
- If the Contractor should persistently disregard laws, ordinances or the instructions of the Town; or
- If the Contractor should otherwise be guilty of a substantial violation of the provisions of the Contract.

6.4.2 Should the Owner terminate the agreement of the Contractor, as provided in subsection 3.16 above, the Owner shall give the Contractor seven (7) days' written notice of sub termination of employment.

6.4.3 Should the Owner terminate the agreement of the Contractor, as provided in subsection 6.4 above, the Owner may take possession of the premises, and may finish the work by any method the Owner deem expedient, but without undue delay or expense. In such case, the Contractor shall not receive any further payment until the work is complete.

#### 6.5 SELECTION PREFERENCE

The Town of Kirkland Lake is desirous to secure one provider encompassing and to perform all three (3) options, however, should it be necessary the Town permits one Bidder to bid on 1 option only or simultaneously for more than 1 option. Should the Bidder be successful on more than 1 Option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

#### 6.6 SELECTION PROCESS AND AWARD

6.6.1 An evaluation team consisting of key Municipal staff will conduct the evaluation of proposals.

6.6.2 By responding to this RFP, the Proponent agrees that the decision of the evaluation team is final and binding.

#### 6.7 EVALUATION CRITERIA

6.7.1 The Proponent hereby understands that the evaluation process shall place a heavier emphasis on the understanding of proposed objective, the methodology, and availability of equipment to successfully carry out the task on a long term basis, the Proponent understands that this is not a two (2) envelope system whereby the price will be withheld pending successful ranking of envelope "a" Technical. Their submission although within 2 separate envelopes, will first be evaluated on envelope "A", Technical information, followed by envelope "B", Financial information. There is no minimum scoring level to be attained. Both envelope "A" technical



and envelope “B” will be opened, although individually and both shall encompass the combined and cumulative given score.

- 6.7.2 Part “A”, Technical Information and Part “B”, Financial Information will be reviewed separately.
- 6.7.3 Part “A”, Technical information will be opened by the Municipal Evaluation committee and evaluated based on Table 1.
- 6.7.4 Part “A”, Technical Information shall be evaluated and scored on a total of 80 points.
- 6.7.5 Part “B”, Financial Information shall be evaluated and scored on a total of 20 points.
- 6.7.6 The Town of Kirkland Lake is desirous to secure on provider encompassing and to perform both Option “A” Landfill Operation and option “B” Weekly curbside collection of household waste (weekly) and curbside recycling (bi-weekly), however, should it be necessary, the Town permits one Bidder to bid on option “A” Landfill Operation only or simultaneously for option “A” and “B”. Should the Bidder be successful on more than one option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

Table 1 – Evaluation Criteria

Part “A” Technical Information	Points
<b>Proposed Project Manager and Team</b>	
Understanding of Proposed project	10
Stability and reputation of firm	
Availability of key staff	
<b>Qualifications, Expertise and Performance on Similar Projects</b>	
Past ability to successfully complete projects within timelines and budgets.	25
Availability of equipment required to successfully fulfill project expectations	
Past Experience in Directing/ involvement with similar projects	
<b>Completeness and Schedule</b>	
Methodology and Schedule.	25
Willingness to accept both (2) options	
Quality assurance program.	
Back up contingency plan ensuring no delay or postponement in schedule	
<b>Knowledge of Federal and Provincial Legislation</b>	
Knowledge of Federal and Provincial Legislation governing the project including but not limited to OH&S Act, T.D.G. Act, W.H.M.I.S, as well as MOECC regulations, Waste Diversion Act 2002 (SO2002, c6), Provincial Blue Box Program	10
<b>Quality of submission</b>	
The quality and coordination of the proponent’s submission	5
<b>References</b>	
References of clients, complete with contact names and numbers	5
<b>Total Score:</b>	
Part “B” Financial Information	Points
<b>Estimated Fees and Disbursements (20%)</b>	
Cost estimates are evaluated for completeness	

## 6.8 LANDFILL OPERATIONS (OPTION A)

This RFP is for the supply of appropriate personnel and equipment for the proper disposal of all solid waste including municipal, residential, institutional, commercial and industrial waste. In part, the disposal operation at the Kirkland Lake Landfill includes: access development to dump faces, directing clients to the appropriate dump face, compaction of material, haul and placement of daily sand cover, on-site road development etc. Over the past few years, several waste reduction initiatives have taken place; and further development has occurred to on-site waste reduction by expanding to include initiatives for scrap metal, electronic waste and tires.

## 6.8.1 Location and Hours of Operation

- The Kirkland Lake landfill disposal site is located in Lebel Township on Mining Claims L34385 and L29981.
- The operating hours are between the hours of: 8:00 am and 5:00pm, Monday to Saturday and closed Sunday. The operating hours are subject to change.

## 6.8.2 Certificate of Approval

The operation and maintenance of the landfill shall be in accordance with the terms and conditions outlined in Certificate of Approval (C of A) No. A 7086502, as carried by the Town of Kirkland Lake and any amendments or modifications regulated by the MOECC.

## 6.8.3 Equipment

- The equipment at the landfill shall include a landfill compactor of a minimum 45,000 lbs, a loader, and a dump truck.

## 6.8.4 Facilities

- The Town has provided a building which includes facilities for the purpose of storage, repairs, maintenance and protection of landfill operation equipment.
- There is no hydro located on this site.
- The Awarded Contractor is to maintain the building and repair or replace any damage occurring to the building at no cost to the Town.
- The Awarded Contractor shall maintain all facilities in a clean and tidy appearance by painting, cleaning and repairing as necessary.
- An Awarded Contractor shall not use the building to store salvaged materials.

## 6.8.5 Operations

- The Landfill site currently operates two active cells; one for demolition and yard waste material located to the rear of the tipping building, and a waste disposal cell located to the west. Both cells are the responsibility of an awarded Contractor.
- The Landfill site footprint changes over the duration of time as new cells are being developed, therefore the travel distance for sand cover changes from year to year.

## 6.8.6 Consideration for Operation

- From time to time, the Municipality runs various on-site activities including spring clean up, free tipping fee programs, ash disposal, scrap metal contracts, sand hauls, etc. An awarded Contractor is expected to coordinate between various on-site operations at no additional cost.
- The contract price will need to consider that asbestos and other related contaminated items will, from time to time, come to the landfill and require an area to be prepared and buried immediately. There will be no additional costs to the Town to provide said service.
- The Successful Contractor shall not maintain salvage rights. The Town reserves the right to sell materials such as white metal, steel, aluminium, copper and proceeds of

which shall be remitted under a Town administered asset disposal. The Contract hereby agrees to assist the municipality with any loading or movement of scrap metal, at no additional cost.

## 6.9 WEEKLY CURBSIDE COLLECTION OF RESIDENTIAL COMMERCIAL AND INSTITUTIONAL WASTE

### (Part of OPTION B)

#### 6.9.1 Collection area and time frame

- Proposals shall demonstrate the ability to meet the times and locations of collection areas as detailed in Schedule “A”.
- Curbside collection shall occur weekly between the hours of 6:00am and 6:00pm.
- Alterations of the collection areas and routes shall require approval from the Town.
- The Town may change the route on Schedule “A” or add new locations to the schedule without any additional cost to the Town.

#### 6.9.2 Equipment

- All primary vehicles shall be no older than 5 years; and all necessary back-up vehicles are to be no older than 10 years old at the time of the signing of any contract.
- All vehicles shall be equipped with a cart lift assist devices, rear back-up cameras, beepers, warning lights and adequate lighting when working outside daylight hours.
- The type of vehicle used for collection, including an assisted cart lift device, shall be subject to approval of the Town.
- All vehicles and equipment shall be maintained in a safe operating condition and shall be clean at all times and never appear in a derelict condition.
- The Proponent’s name and telephone number shall be affixed to both sides of the vehicles and equipment.
- Provisions shall be made for a back-up vehicle that would be available without delay to continue the collection.

#### 6.9.3 Collection and Disposal

- Residential curbside collection shall be made at the curb or edge of the travelled portion of the road on all town streets, highways, private streets, lanes or other such places as may be directed from time to time by the Town. In the case of multi-unit dwellings where a drive through access is provided, such collection shall be made on private property locations as directed by the Town, and will use equipment of a type that will not cause damage to the properties.
- All routes shall be inspected daily by supervisory staff to ensure all routes have been picked up. If a route has been missed, the supervisor will make the necessary arrangements to have the materials picked up the same day. In the event the work does not prove satisfactory, the Town will complete the same and deduct the cost of such correction from the Contractors next month’s payment.
- The awarded Contractor would not be responsible for the collection of items as per Schedule “E”
- All waste collected will be transported and dropped off for further processing at the Kirkland Lake Landfill site, located in Lebel Township.

6.10 BI-WEEKLY CURBSIDE COLLECTION OF RESIDENTIAL RECYCLING  
(Part of OPTION B)

6.10.1 Collection Area and Time Frame

- Proposals shall demonstrate the ability to meet the times and locations of collection areas as detailed in Schedule “A”.
- Curbside collection shall occur bi-weekly between the hours of 6:00am and 6:00pm.
- Residential recycling collection frequencies are to be no less than bi-weekly.
- Alterations of the collection areas and routes shall require approval from the Town.
- The Town may change the route on Schedule “A” or add new locations to the schedule without any additional cost to the Town.
- The Residential curbside recycling program shall not interfere with regularly scheduled waste collection.

6.10.2 Equipment

- All primary vehicles shall be no older than 5 years; and all necessary back-up vehicles are to be no older than 10 years old at the time of the signing of any contract.
- All vehicles shall be equipped with a cart lift assist devices, rear back-up cameras, beepers, warning lights and adequate lighting when working outside daylight hours.
- The type of vehicle used for collection, including a cart lift assisted device, shall be subject to approval of the Town.
- All vehicles and equipment shall be maintained in a safe operating condition and shall be clean at all times and never appear in a derelict condition.
- The Proponent’s name and telephone number shall be affixed to both sides of the vehicles and equipment.
- Provisions shall be made for a back-up vehicle that would be available without delay to continue the collection.

6.10.3 Collection

- The Residential curbside recycling program does not include pick-up for commercial, institutional or industrial establishments, but does include residences within those buildings and also includes schools, nursing homes and municipal facilities.
- Residential curbside collection shall be made at the curb or edge of the travelled portion of the road on all town streets, highways, private streets, lanes or other such places as may be directed from time to time by the Town. In the case of multi-unit dwellings where a drive through access is provided, such collection shall be made on private property locations as directed by the Town, and will use equipment of a type that will not cause damage to the properties.
- All routes shall be inspected daily by supervisory staff to ensure all routes have been picked up. If a route has been missed, the supervisor will make the necessary arrangements to have the materials picked up the same day. In the event the work does not prove satisfactory, the Town will complete the same and deduct the amount from the next month’s payment.
- The Town may from time to time investigate opportunities to expand the scope of its recycling program to recover additional recyclable materials. It is expected that the awarded Contractor, if any, will work with the Town to investigate the feasibility and options for processing these materials.

6.10.4 Transportation of Recyclables to Material Recovery Facility

- All Residential curbside collected materials will be transported and dropped off for further processing at a Material Recovery Facility or an alternative location, at no additional cost to the Town. Therefore the Successful Contractor acknowledges and hereby agrees to identify the arrangements made for the legal drop off at a material recovery facility.
- All costs associated with the marketing of recyclables and recyclable residue shall be the responsibility of the Contractor(s) and the Contractor(s) shall retain all revenues from the sale of such materials.
- The Contractor will be required to submit monthly quantity reports to the Town. Arrangements must be made for the use of weigh scales. The Successful Contractor therefore shall ensure that receipts and/or weigh bill for individual weights are obtained and filed for remittance.
- The awarded contractor will be responsible for any required registration, licensing and/or permitting for hauling recyclables.

#### 6.11 TERM OF CONTRACT

- 6.11.1 The Contract term will be five (5) years with options for one and/or two year term extension(s) at the sole discretion of the Town of Kirkland Lake.
- 6.11.2 The commencement date of the Contract is September 10<sup>th</sup>, 2018.
- 6.11.3 Should the Successful Proponent be established to fulfill all requirements set out within the Contract prior to September 10<sup>th</sup>, 2018, they may be requested to begin the Contract with an earlier commencement date.

#### 6.12 WORKING DAYS AND HOURS OF OPERATION

- 6.12.1 Should the regular Collection Day occur on a holiday an alternative day of pick-up or collection on the next proceeding pick-up day or when service is not provided, obtain approval of the Town of the alternative date for pick-up or collection.
- 6.12.2 The following days are statutory holidays and any additional day proclaimed by the Dominion or Provincial Government as a holiday or any day that the Owner may authorize the site to be closed. The Contractor is not required to provide service on Statutory Holidays or any other public holiday as declared by the provincial or municipal authorities from time to time, and may do so only with the permission by a Designated Municipal Official.
  - New Year's Day
  - Family Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day

## 6.13 SUPERVISION

- 6.13.1 Except as otherwise allowed, employ a competent supervisor and the necessary assistants who have the authority to accept and act on instructions issued by the Town with respect to the proper performance of the Contract.
- 6.13.2 A supervisor will not be required if the Contractor is personally supervising the Contract.

## 6.14 CUSTOMER SERVICE

- 6.14.1 The Contractor shall be available to the General Public and shall provide and maintain an office with personnel and a telephone from 9:00am to 5:00pm each operating day unless otherwise permitted by the Town.
- 6.14.2 The Owner's Representative named herein shall be provided with a location and telephone number at which the Contractor may be reached at all times, for emergency service on weekends and holidays.
- 6.14.3 The Contractor's office shall provide for communication with the residents within the Town and to record and act on public complaints.
- 6.14.4 The office is to be located within the Town of Kirkland Lake, and be located in a commercial or industrial area as designated in the Town's Official Plan or Zoning By-law.
- 6.14.5 The location of the office is subject to the Town's approval.

## 6.15 REPORTS AND STATISTICS

- 6.15.1 The Contractor shall record all complaints or inquiries, and supply this information to the Town once per week or as requested.
- 6.15.2 Records shall include: date, name and location of complaint or concern, the reason for the complaint and any actions taken.
- 6.15.3 The Contractor shall provide records of recycling materials collected and disposed of, including all materials and residue, whether broken down by material variety or as a comingled quantity.

## 6.16 PAYMENT FOR SERVICES

- 6.16.1 Payment will be made to the awarded Contractor on approximately the 15<sup>th</sup> day of each month for the preceding month based on 1/12<sup>th</sup> of the Proposal annual price for the year in which the work is being carried out.
- 6.16.2 The Owner may retain any portion of payments due to the awarded Contractor that is deemed necessary for the awarded Contractor's protection against claims for liabilities or for protection against claims that the Owner may have against the awarded Contractor or for any monies that the awarded Contractor owes the Town under the Contract.
- 6.16.3 On December 12, 2017, the Ontario Legislature passed Bill 142, the Construction Lien Act, Amendment Act, 2017 into law. While Bill 142 passed Third Reading on December 12, 2017, 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.

## 6.17 PRICE ADJUSTMENTS

## Fuel Adjustment

- 6.17.1 The Town of Kirkland Lake will make adjustments to the monthly payment owing to the awarded Contractor yearly to compensate for fluctuations in the price of diesel fuel only. The evaluation of monthly payments for the year will be based upon diesel fuel prices established and published by the Ministry of Energy and Infrastructures, Oil and Gas/Fuel Prices/Diesel for “Ont/Avg” (Ontario Average) for the preceding year.

See: <http://www.energy.gov.on.ca/en/fuel-prices/>

- 6.17.2 For the purpose of evaluation, the Proponent must provide with their submission a monthly diesel fuel consumption (DFC) figure for calculating the fuel cost adjustment (FCA):

FCA = fuel cost adjustment

DFI year 1 = DFI for year one (Start of contract)

DFI = diesel fuel index

DFC = diesel fuel consumption (monthly) to be provided by the Proponent at time of bid.

An FCA for **diesel fuel only**, will be calculated on **January 1<sup>st</sup>, 2019** for year 2 next years’ monthly payments when, the difference in DFI year 1 to the DFI year 2 is more than five (5) cents per litre. It will be calculated as follows:

- When the DFI year 1 to the DFI year 2 is equal to or less than five (5) cents per litre, there will be no fuel cost adjustment for year 2;
- When the difference between DFI year 1 and DFI year 2 rises more than five (5) cents per litre, the FCA will be DFI year 2 less DFI year 1, less five (5) cents, multiplied by DFC. This will be added to the monthly payment for year 2;
- Equation  

$$FCA = (DFI \text{ year } 2 - DFI \text{ year } 1 - 5) / 100 \times DFC$$
- Example if:  
 DFI year 1=125.4¢    DFI year 2=132.1¢,    DCF= 10,000 litres/mo  
 then :  

$$FCA = (132.1 - 125.4 - 5) / 100 \times 10,000 = \$170 \text{ monthly increase for next 12 months}$$
- When the difference between DFI year 1 and DFI year 2 falls more than five (5) cents per litre, the FCA will be DFI year 1 less DFI year 2, less five (5) cents, multiplied by DFC. This will be withheld from the monthly payment for year 2.  
 Equation  

$$FCA = (DFI \text{ year } 1 - DFI \text{ year } 2 - 5) / 100 \times DFC$$
- Example if:  
 DFI year 1=125.4¢    DFI year 2=119.1¢,    DCF= 10,000 litres/mo  
 Then:  

$$FCA = (125.4 - 119.1 - 5) / 100 \times 10,000 = (\$130) \text{ monthly decrease for next 12 months}$$
- The Calculation for year 3 through to year 5 will be performed in a similar fashion using the difference between DFIy1 and the DFI for the respective year.



## 6.18 INSURANCE

The Proponent will be required to submit a Certificate of Insurance with the Bid and the successful Proponent will be required to carry, maintain in force and pay, during the term of this Contract, the following insurance: Comprehensive General Liability Insurance with limits of not less than \$5,000,000, inclusive per occurrence for bodily injury, death and damage to property and including the Town as an additional insured and containing a cross liability clause.

- 6.18.1 Standard and Non-Owned Automobile Liability Insurance with limits of not less than \$5,000,000, Environmental Liability Insurance of limits of not less than \$5,000,000 and Contractor's Equipment Insurance.
- 6.18.2 An awarded Contractor shall indemnify and hold harmless the Municipality along with its agents and employees from all claims, demands, losses, costs, damages, action, suits or proceeding by any third party that may arise out of, or are attributable to the Contractor's performance of the contract.
- 6.18.3 An awarded Contractor shall arrange for the completion and submission of the Certificate of Liability Insurance in which shall be included a provision requiring the insurer to give prior notice to the Municipality in the event that the policy is changed or cancelled.
- 6.18.4 The Contractor shall carry fire insurance coverage sufficient to cover full replacement cost of the maintenance garage, office building and facilities at the landfill site and shall provide proof of such when requested

## 6.19 PERFORMANCE SURETY

- 6.19.1 The Proponent shall enclose an irrevocable letter of credit, or performance bond issued by a Surety licensed and qualified to function in the Province of Ontario for 50% of the proposed contract price.
- 6.19.2 An awarded Contractor will be required to provide a multiyear Performance Bond containing a renewable feature to the Owner upon award.
- 6.19.3 Where a Performance Bond is provided; the following are conditions under which the Owner accepts the Performance Bond:
  - The Surety Company must be approved by the Owner and be authorized by law to carry on business in the Province of Ontario.
  - The Bond shall make provisions to cover 100% of all losses in the Contract to 50% of the Contract Price.
  - The Bond shall unconditionally guarantee performance of the Contract and shall be at the expense of the awarded Contractor and shall remain in effect until the last day of the Contract Agreement as determined by the Town.
  - The Performance Bond is a requirement for all options regardless of, or if the Contractor shall bid on only one (1) singular option. Should The Proponent bid on two (2) options then the Performance Bond shall be cumulative and a total of both options.
  - The owner may correct a default or complete the Contract under whichever conditions as determined by the Owner.

## 6.20 PROOF OF ABILITY

- 6.20.1 The Proponent shall be competent and capable of performing the various items of work. The Proponent shall complete statement sheets, which shall form a part of the Proponent's submission.
  - Proponent's experience in similar work, as provided in Section 7.6

- List of Proponent' Senior Staff to be employed in the Contract, as per section 7.5, and
  - Proponent's Equipment, Section 7.4
- 6.20.2 The Proponent may be required to furnish additional statements covering other matters, including financial resources.

**7.0 FORMS****7.1 SUBMISSION FORMS**

- 7.1.1 All submissions shall include the name and address of the submitter, and be signed and dated.
- 7.1.2 All submissions shall be clear and accurate with any terms and conditions well specified and fully described.
- 7.1.3 Separate option prices shall be submitted as follows:
  - Landfill Operations (Option A)
  - Weekly Curbside Collection for Residential, Commercial and Institutional Waste and Bi-weekly Collection of Residential Recycling (Option B)

**Submission Form: (Option A)**  
**Landfill Operations**

Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Subtotal	\$
HST	\$
Total Contract price for 5 years	\$
Diesel Fuel Consumption/Month (Refer to Section 4.6.2. Fuel)	Litres
<i>*Please include pricing for optional one year term extension(s)</i>	
Year 6	\$
Year 7	\$

The Town of Kirkland Lake is desirous to secure one provider encompassing and to perform both Option “A” Landfill Operation and option “B” Curbside Collection of household waste (weekly) and curb side recycling (bi-weekly), however, should it be necessary the Town permits one Bidder to bid on option “A” Landfill Operation only or simultaneously for option “A” & “B”.

Should the Bidder be successful on more than 1 Option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

**Submission Form: (Option A)**  
**Landfill Operations**

The Contractor has carefully examined the Provisions, Plans, Specifications referred to within, and has carefully examined the site and location of the work to be done under this Proposal. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in his submission, hereby offer to furnish all machinery tools, apparatus and other means of delivery, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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 Proposal. 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 **Option A: Operation of the landfill Site only**

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

Company Name	Contact name (please print)
Mailing Address	Title
	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone	Fax
Cell Phone if possible	Email if possible
Date:	

**Submission Form: (Option B)****Weekly Curbside Collection for Residential, Commercial and Institutional Waste and Bi-weekly Curbside Collection for Residential Recycling**

Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Subtotal	\$
HST	\$
Total Contract price for 5 years	\$
Diesel Fuel Consumption/Month (Refer to Section XXX Fuel)	Litres
<i>*Please include pricing for optional one year term extension(s)</i>	
Year 6	\$
Year 7	\$

The Town of Kirkland Lake is desirous to secure one provider encompassing and to perform both Option “A” Landfill Operation and option “B” Curbside Collection of household waste (weekly) and curb side recycling (bi weekly), however, should it be necessary the Town permits one Bidder to bid on option “A” Landfill Operation only or simultaneously for option “A” & “B”. Should the Bidder be successful on more than 1 Option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

**Submission Form: (Option B)****Weekly Curbside Collection for Residential, Commercial and Institutional Waste and Bi-weekly Curbside Collection for Residential Recycling**

The Contractor has carefully examined the Provisions, Plans, Specifications referred to within, and has carefully examined the site and location of the work to be done under this Proposal. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in his submission, hereby offer to furnish all machinery tools, apparatus and other means of delivery, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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 Proposal. 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 **Option B: Weekly collection of waste as well as bi-weekly collection of recycling**

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

Company Name	Contact name (please print)
Mailing Address	Title
	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone	Fax
Cell Phone if possible	Email if possible
Date:	

## 7.2 ALTERNATIVE PROPOSALS

- 7.2.1 The municipality will consider Alternative Proposals in addition to the required Base Proposal.
- 7.2.2 Proponents should ensure that any Alternative Proposal is capable of being assessed against other responses. Any alternative proposal should contain all relevant information (including, where applicable, a cost/benefit analysis, financial and other assumptions, and related calculations) as are necessary to properly understand and evaluate the Alternative Proposal.
- 7.2.3 The format for an Alternative Proposal should adhere to the prescribed format as closely as possible and should address the objectives of the Municipality as set out above.
- 7.2.4 Alternative Price Proposals should clearly identify the proposal as an Alternative Proposal and otherwise provides the responses required by the RFP.



7.3 SUB-CONTRACTORS

The Proponent shall list below, the Sub-Contractors which will assist in the completion of the work.

Work Type to be Sub-Contracted	Name of Sub-Contractor	Address of Sub-Contractor

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Signed by Company Official

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signed

## 7.4 KEY PERSONNEL

List of Proponent's senior staff/key personnel to be employed in the contract

Owner:	
Phone:	Email:

Project Manager/Superintendent:	
Phone:	Email:

Administration Contact:	
Phone:	Email:

Additional person(s)/Title:	
Phone:	Email:

Additional person(s)/Title:	
Phone:	Email:

Additional person(s)/Title:	
Phone:	Email:

Additional person(s)/Title:	
Phone:	Email:

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.5 VEHICLES AND EQUIPMENT

7.5.1 Provide the following details in the table and space provided

- Collection vehicles, make and model (vehicle specification sheet may be requested)
- Type of vehicles and equipment that would be used to carry out the work.
- Age of all vehicles and equipment
- Compartment capacity of collection vehicles, size of truck (metres cubed), loader bucket size.
- Compaction ratios by waste stream if a split collection vehicle.
- Indication of whether fleet will be dedicated to the Town of Kirkland Lake; and
- Is the vehicle primary or spare.

	Vehicle Make and Model	Description (ie. loader)	Year	Capacity or weight	Split ratio	Percent allocated to Contract	Primary or spare
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note the Proponent shall describe the vehicle they intend to use in order to perform the work. No other vehicles shall be used to perform the work unless permitted by the Town of Kirkland Lake. The words “as required” or similar wording will not be sufficient to describe the vehicles.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location			
Date Project substantially completed			
Date project completed			
Project value at award	\$	Project value at completion	\$
Project Manager Project Superintendent			
Owner			
Contact Person(s)			
Phone		E-mail	
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type			
Description of Project and Scope of Services			

Information requested may be supplemented with additional sheets if required. Please photocopy.

7.7 OFFICE REQUIREMENTS

7.7.1 Provide the following details in the table and space provided:

- Location of Head office
- Location of daily office
- Truck and equipment storage location
- Material Recycling Facility location
- Any proposed locations to be used for the purpose of completing the contract

Space	Location	Additional Information

7.8 IMPLEMENTATION PROGRAM

7.8.1 Provide a description of implementation process and all associated timeframes or provide a ghant chart illustrating the same.

**7.9 COMPLAINTS MANAGEMENT**

Provide the following details in the space provided or as an attachment:

- 7.9.1 Describe procedures and communication flows, response of your Company to a direct complaint by a resident or business.
- 7.9.2 Describe related tracking/recording procedures and how this will be communicated to the Town of Kirkland Lake staff;
- 7.9.3 Describe your after-hours response procedure/protocol;

**7.10 BACK UP OR CONTINGENCY PLAN**

Provide the following details in the space provided or as an attachment:

- 7.10.1 Describe logistics of a back up or contingency plan required to successfully complete this contract in the event of an unplanned break down or mishap.

## 7.11 EMERGENCY PREPAREDNESS PLAN

Please provide a description in the event of an emergency situation, and more specifically, fire at the landfill site.

## 7.12 REFERENCES

Provide contact information for three or more past clients. The Town of Kirkland Lake may contact any or all of the contacts provided by the Proponent or other representatives from past clients of the Proponents.

## Reference #1

Company/Municipality Name	
Contact Name and Title	
Contact Phone Number	
Term of Contract	
Nature of Contract	

## Reference #2

Company/Municipality Name	
Contact Name and Title	
Contact Phone Number	
Term of Contract	
Nature of Contract	

## Reference #3

Company/Municipality Name	
Contact Name and Title	
Contact Phone Number	
Term of Contract	
Nature of Contract	



### 7.13 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: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

I, \_\_\_\_\_, declare that I, or my company, are 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*.

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/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: \_\_\_\_\_

**8.0 SCHEDULES**

8.1 Schedule “A” Identifies the applicable routes for Residential curbside collection

<b>MONDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Swastika	<input type="checkbox"/>	<input type="checkbox"/>
Chaput Hughes	<input type="checkbox"/>	<input type="checkbox"/>
Government Road West	<input type="checkbox"/>	<input type="checkbox"/>
Chateau Drive and Oakes Ave	<input type="checkbox"/>	<input type="checkbox"/>
Mall & Al Wende	<input type="checkbox"/>	Not applicable
McChesney Avenue	<input type="checkbox"/>	Not applicable
Water Lane	<input type="checkbox"/>	<input type="checkbox"/>
Prospect & Duncan Avenue North	<input type="checkbox"/>	<input type="checkbox"/>
Summerhayes	<input type="checkbox"/>	<input type="checkbox"/>
Airport Road, Nettie Lake and Goodfish Lake	Not applicable	Not applicable
Kirkland Street	<input type="checkbox"/>	<input type="checkbox"/>
Duncan, Prospect & Second Street	<input type="checkbox"/>	<input type="checkbox"/>
Library	<input type="checkbox"/>	<input type="checkbox"/>
St. Peter’s Lane	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business and Lanes	<input type="checkbox"/>	Not applicable
Extendicare, Kirkland & District Hospital & Teck Pioneer	<input type="checkbox"/>	<input type="checkbox"/>
Kirkpatrick Street & Teck Ave	<input type="checkbox"/>	<input type="checkbox"/>
Hudson Bay Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Lebel Avenue (From Gov’t Rd. To Hudson Bay Ave.)	<input type="checkbox"/>	<input type="checkbox"/>

Schedule "A" Identifies the applicable routes for Residential curbside collection

<b>TUESDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Main Street & Lakeshore Road	<input type="checkbox"/>	<input type="checkbox"/>
Main Street	<input type="checkbox"/>	<input type="checkbox"/>
Queen Street from Woods to George Street	<input type="checkbox"/>	<input type="checkbox"/>
Porteous Street	<input type="checkbox"/>	<input type="checkbox"/>
King Street	<input type="checkbox"/>	<input type="checkbox"/>
Park from Queen to Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Comfort Street	<input type="checkbox"/>	<input type="checkbox"/>
Woods St. from Queen to Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Folger Street	<input type="checkbox"/>	<input type="checkbox"/>
Poplar Ave and George Street	<input type="checkbox"/>	<input type="checkbox"/>
Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Park and McCamus	<input type="checkbox"/>	<input type="checkbox"/>
Woods Street	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate 12 Noon</b>		
Assumption School & Fourth Street	<input type="checkbox"/>	<input type="checkbox"/>
Fifth Street, Complex & KLDCS	<input type="checkbox"/>	<input type="checkbox"/>
Allen Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Fourth Street	<input type="checkbox"/>	<input type="checkbox"/>
Third Street	<input type="checkbox"/>	<input type="checkbox"/>
Second Street & Young Avenue	<input type="checkbox"/>	<input type="checkbox"/>

Schedule "A" Identifies the applicable routes for Residential curbside collection

<b>WEDNESDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Wright Hargreaves Ave. & Tweedsmuir Rd.	<input type="checkbox"/>	<input type="checkbox"/>
Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>
Algonquin Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Tweedsmuir & Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Harding Avenue to Summit Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Summit, McPherson, McPhee & Summerset Avenues	<input type="checkbox"/>	<input type="checkbox"/>
Harding & Atkins Avenues	<input type="checkbox"/>	<input type="checkbox"/>
Burnside Court	<input type="checkbox"/>	<input type="checkbox"/>
Burnside Drive	<input type="checkbox"/>	<input type="checkbox"/>
Foss Lane	<input type="checkbox"/>	<input type="checkbox"/>
Wishman to Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate 12 Noon</b>		
Grierson Rd. to Burnside Drive	<input type="checkbox"/>	<input type="checkbox"/>
Federal to Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Wishman & Green Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Federal Street	<input type="checkbox"/>	<input type="checkbox"/>
Grierson Rd	<input type="checkbox"/>	<input type="checkbox"/>
Wilson & Wishman Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Federal & Day Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Extendicare, Kirkland & District Hospital & Teck Pioneer	<input type="checkbox"/>	<input type="checkbox"/>

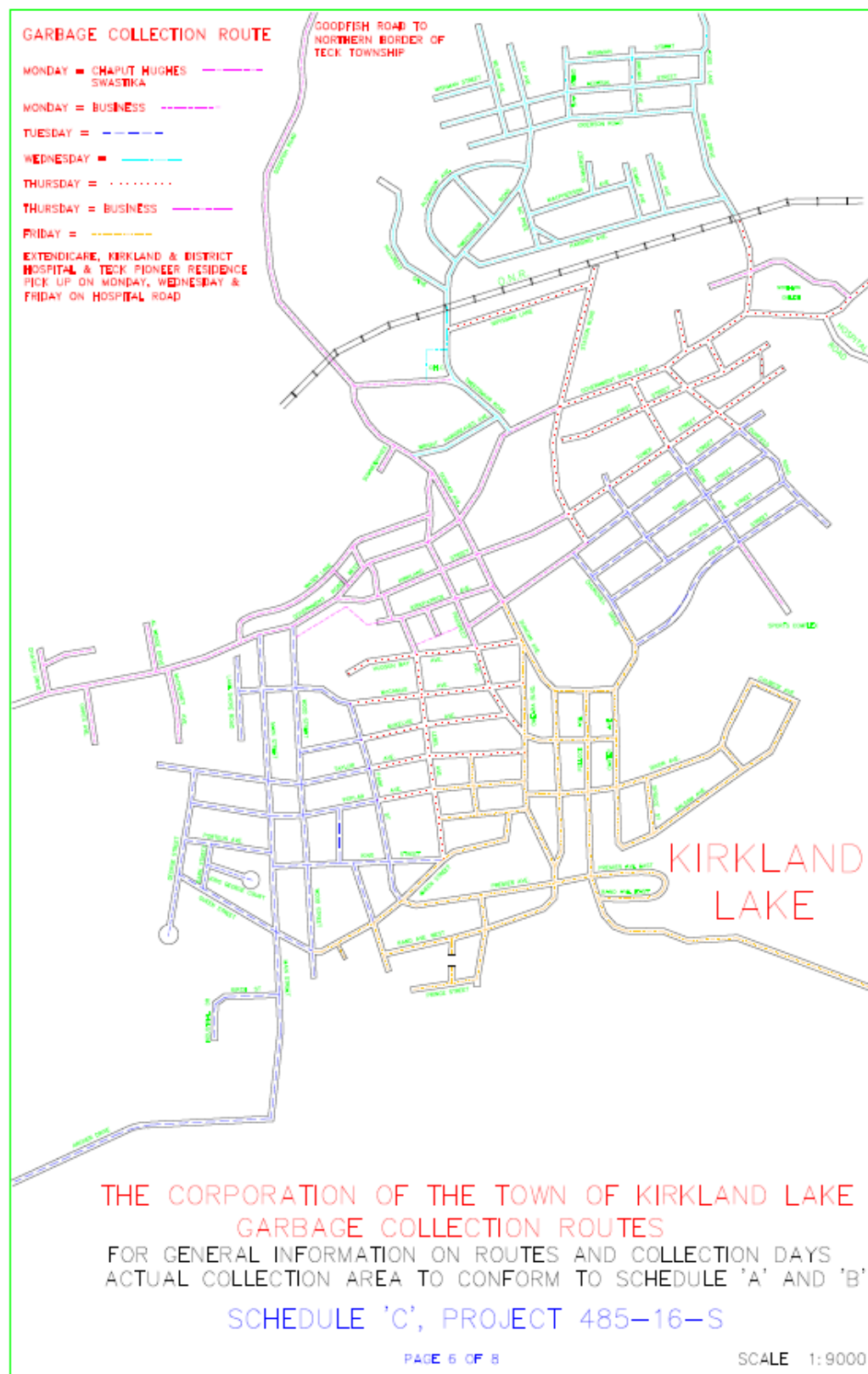
Schedule "A" Identifies the applicable routes for Residential curbside collection

<b>THURSDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Mall	<input type="checkbox"/>	Not applicable
Government Road West	<input type="checkbox"/>	Residential only
Lebel Avenue (Hudson Bay to Queen)	<input type="checkbox"/>	<input type="checkbox"/>
Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business and Lanes	<input type="checkbox"/>	Not applicable
Prospect Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business	Not applicable	Not applicable
Gov't Rd. East & Trailer Park	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McCamus Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Hudson Bay Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Medical Centre & Library	Not applicable	Not applicable
Gov't Rd. East & Station Road	<input type="checkbox"/>	<input type="checkbox"/>
Tower Street	<input type="checkbox"/>	<input type="checkbox"/>
First, Sylvanite & Dunfield	<input type="checkbox"/>	<input type="checkbox"/>
Allen Avenue from Second to Gov't Rd. East	<input type="checkbox"/>	<input type="checkbox"/>
Nipissing Lane	<input type="checkbox"/>	Not applicable

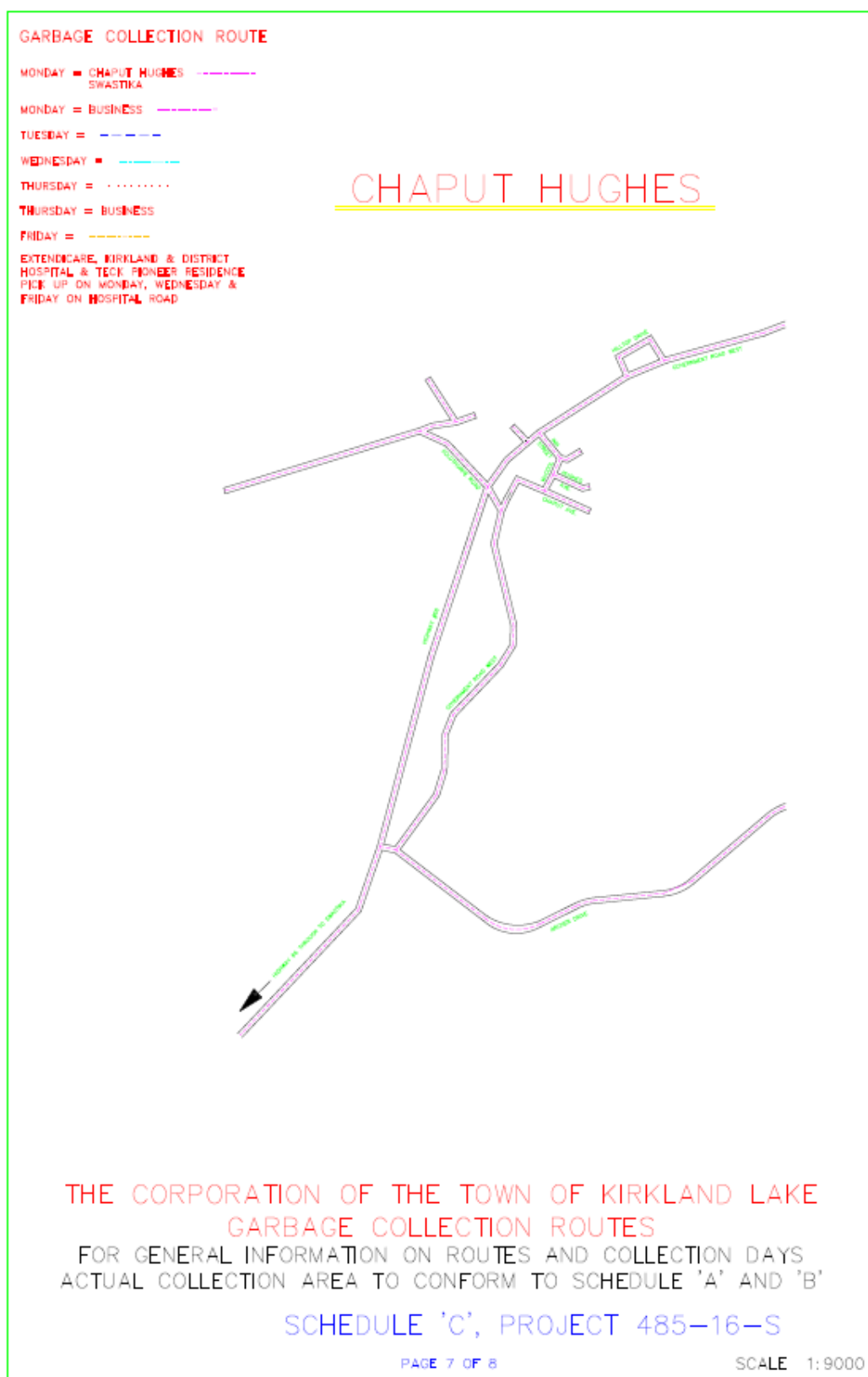
Schedule "A" Identifies the applicable routes for Residential curbside collection

<b>FRIDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Poplar Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Rowan & Lebel Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Queen St. from Lebel to King Street	<input type="checkbox"/>	<input type="checkbox"/>
Prospect Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Duncan Avenue	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate Noon</b>		
Pollock & Churchill Drive	<input type="checkbox"/>	<input type="checkbox"/>
Carter & Brookbank Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Balsam Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Dixon Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Calbeck Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Furlong Street	<input type="checkbox"/>	<input type="checkbox"/>
Spruce Street	<input type="checkbox"/>	<input type="checkbox"/>
Premier East & West	<input type="checkbox"/>	<input type="checkbox"/>
Rand East & West	<input type="checkbox"/>	<input type="checkbox"/>
Earl, Prince, Baron & Comfort	<input type="checkbox"/>	<input type="checkbox"/>
Queen Street	<input type="checkbox"/>	<input type="checkbox"/>

## 8.2 Schedule "B1" Map reflecting the applicable route for Residential curbside collection

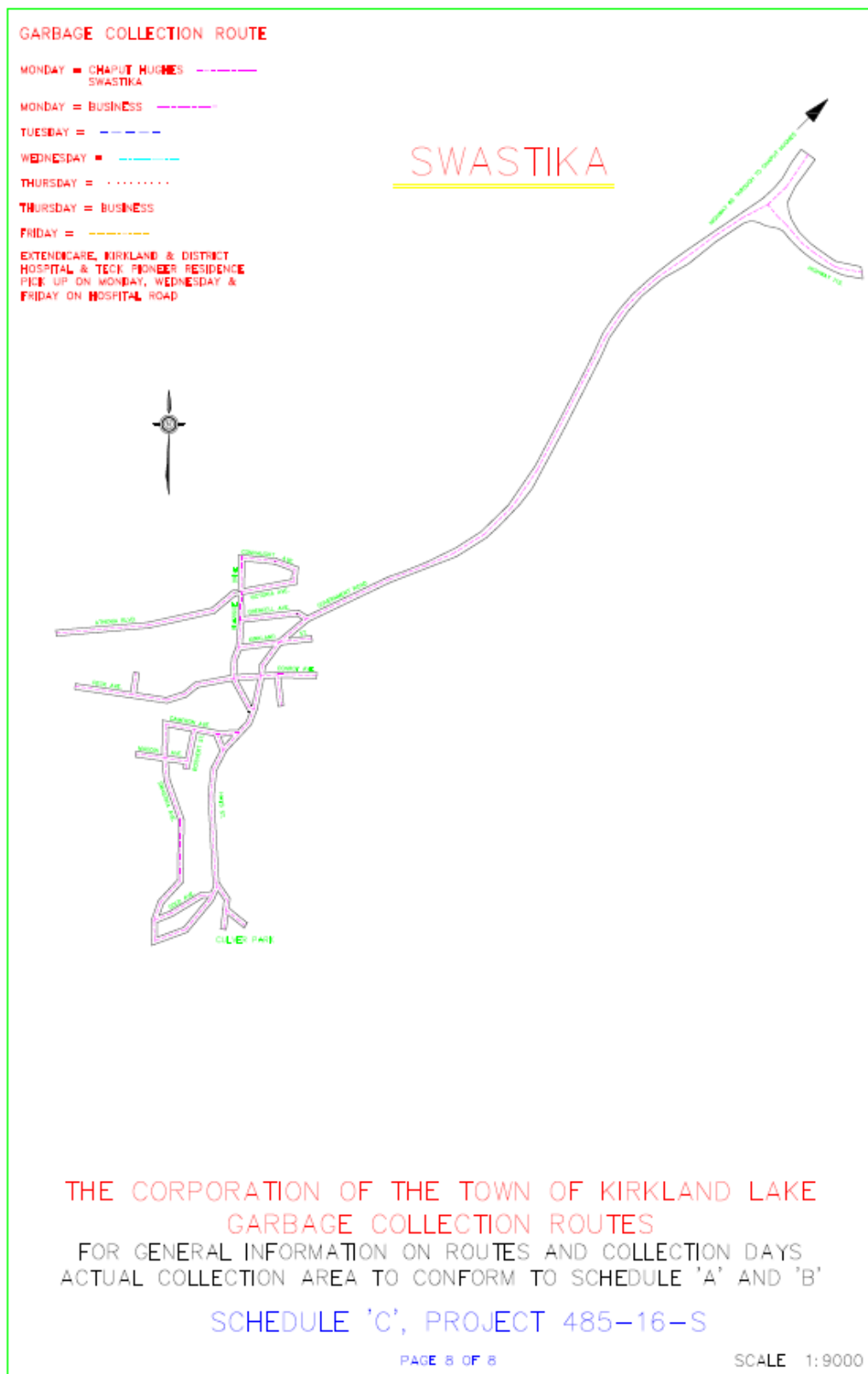


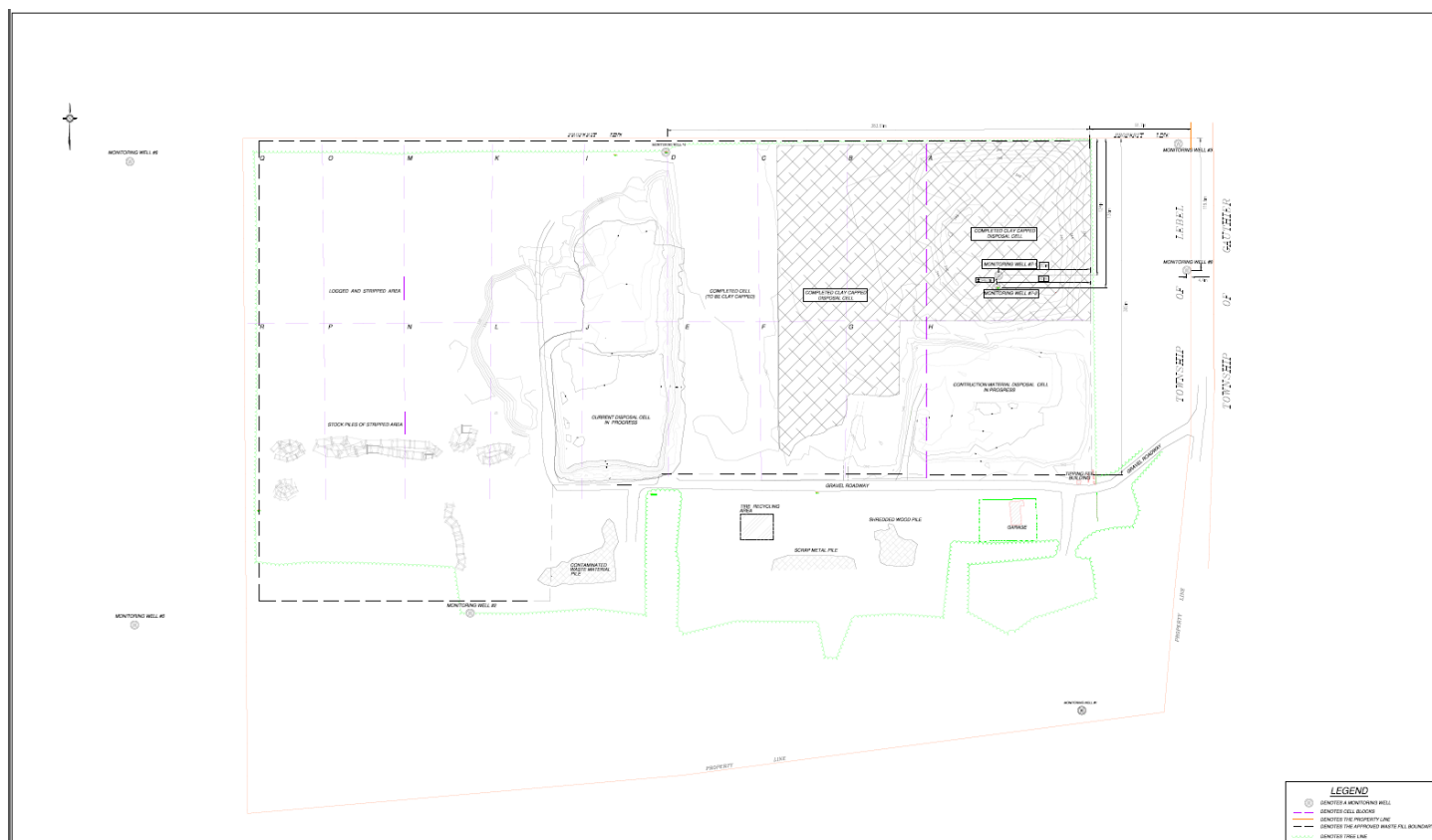
## 8.3 Schedule "B2" Map reflecting the applicable route for Residential curbside collection





## 8.4 Schedule "B3" Map reflecting the applicable route for Residential curbside collection





## 8.6 Schedule “D” List of required collectible recyclables and annual recovery

The following table outlines the list of recyclables to be accepted at the curb and depot locations. Additionally, the Town holds the rights to expand and promote recyclables to focus on decreasing waste accepted at the Landfill Site.

Old newspapers (ONP)
Old magazines (OMG)
Old corrugated containers (OCC)
Old Boxboard (OBB)
Residential mixed paper (RMP)
Old telephone directories (OTD)
Glass bottles and jars
Ferrous cans
Aluminium cans
All PET plastic containers marked with numbers 1 through to and including 7
Aseptic food containers
Aerosol Cans
Plastic bags, wrappers from pop and water bottle cases

Below is a chart indicating the total amount of recyclables collected since 2011.

Total Recyclables, Year by Year								
Type	Units	2017	2016	2015	2014	2013	2012	2011
Recyclables	Tonnes	294	243	303	294	261	292	381

## 8.7 Schedule "E" List of unacceptable curbside collection waste

The Contractor is not required to remove the following unless otherwise specified or determined by the Town:

- Industrial waste;
- Loose bags from residential dwellings;
- Garbage waste resulting from auto-truck maintenance;
- Any condemned or abandoned or rejected by-product or stock of any wholesale or retail establishment;
- Moving picture films;
- Celluloid cuttings;
- Rags soaked with gasoline or oil or other highly inflammable or explosive wastes;
- Any liquid whether in a container or not except normal household garbage or refuse;
- Swill or organic matter not properly drained or wrapped;
- Night soil (means human excrement collected at from buckets, cesspools, porta potties and outhouses);
- Carcass of any animal;
- Live animals or birds;
- Stock of any wholesaler which shall be regarded as manufactured waste;
- Discarded truck or automobile tires, automobiles and trucks;
- Trees branches or roots exceeding 3" in diameter and 3' in length;
- Bricks, stone, concrete block, aggregate, granular materials or any similar material shall not be collected by the Municipality or its Contractor. Granular materials that result from the sweeping of floors within buildings shall not be considered uncollectable; and
- Manufacturing waste.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BYLAW #18-095~

Being a Bylaw to Authorize  
the Execution of a contract with  
Municipal Waste & Recycling Consultants  
For Waste Collection/ Disposal and Curbside Recycling

WHEREAS sealed tenders were called for Project RFP-503-18, Waste Collection/Disposal and Curbside Recycling;

AND WHEREAS upon review it has been recommended to the Council of the Town of Kirkland Lake that a contract be executed with Municipal Waste & Recycling Consultants;

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

1. THAT the Mayor and Clerk be and they are hereby authorized to execute a 5 – year contract with Municipal Waste & Recycling Consultants., for Waste Collection/Disposal and Curbside Recycling, at a cost not to exceed \$4,964,446.15 + HST.

READ a first, second and third time, enacted and passed this 19<sup>th</sup> day of June 2018

  
\_\_\_\_\_  
Tony Antoniazzi, Mayor  
\_\_\_\_\_  
Jo Ann Ducharme, Clerk

**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE  
PROJECT NO. RFP-503-18 WASTE MANAGEMENT SERVICES**

Contract for Curbside Collection and Disposal of Waste and Recycling  
and Landfill Operations

Between

The Corporation of the Town of Kirkland Lake (Town)  
and  
Municipal and Waste Recycling Consultants (Contractor)

WHEREAS, the (Town) requires the services of a (Contractor) to collect municipal solid waste and recyclable materials from residents of the Town of Kirkland Lake and deliver said wastes to designated disposal/drop off areas, and

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

**A. Entire Agreement**

- a. This contract along with RFP-503-18 documents (including all addenda), the Contractor's submission (bid) and By-law 18-095 contains the entire agreement between (Town) and (Contractor). There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

**B. Purpose and Timeframe**

- a. The purpose of this contract is to arrange for an enhanced waste management system.
- b. The contract period shall begin on October 1<sup>st</sup>, 2018 and continue through September 30<sup>th</sup>, 2023, as per Section 6.11 of the RFP.
- c. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

**C. Description of Service**

- a. (The Contractor) agrees with (the Town) to perform all the work in accordance with the Request for Proposal documents (RFP-503-18).
- b. Hours of operation for the Landfill site are Monday to Saturday, 8:00am to 5:00pm, as per Section 6.8.1 of the RFP.
- c. Hours of operation for both curbside waste and residential recycling collection are to occur between 6:00am and 6:00pm, as per Sections 6.9.1 & 6.10.1 of the RFP.
- d. Working days shall be in accordance with Section 6.12 of the RFP.
- e. Service shall be provided as per Schedule A of the RFP.

**D. Responsibilities of Contractor**

- a. (The Contractor) shall provide and maintain in safe and presentable condition such vehicles as are required to provide the services, as per Sections 6.8.3, 6.9.2, & 6.10.2 of the RFP.
- b. (The Contractor) shall employ and train, clean and courteous personnel as necessary to provide the services, as per Section 5.19 of the RFP.
- c. (The Contractor) shall insure services to the limits described above, naming (Town) with a certificate of insurance to this effect, naming (Town) as additional insurer. Such insurance shall not be cancelled. Insurance shall be in accordance with Section 6.18 of the RFP.

- e. (Contractor) shall provide information about the availability of the services, to the target population of this contract and the general public, including but not limited to: advertising and notifications through various media sources etc. (6.2.5)

E. Responsibilities of (Town)

- a. (Town) shall promptly pay all justified billings under this contract in accordance with Section 6.16 of the RFP.
- b. (Town) shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
- c. (Town) shall inform (Contractor) of any changes including possible changes in client addresses, activity schedules or weather related program changes by the (Town).

F. Compensation

- a. Fully-allocated operating costs for services under this contract are at \$4,964,446.15 +HST
- b. A Diesel Fuel Adjustment will be reviewed annually in accordance with Section 6.17.

G. Reporting

- a. Items to report will be in accordance with Section 6.15 of the RFP and shall include the following:
  - i. Health and Safety (5.11.3)
  - ii. Worker's Compensation Clearance Certificate (5.11.5)
  - iii. Complaints and inquiries log (6.15.1)
  - iv. Monthly quantities of recyclables collected (6.15.3)
  - v. Accident and/or incident reports

H. Amendments

- a. Any changes to this contract must be in writing and be mutually agreed upon by both (Town) and (Contractor).

I. Termination

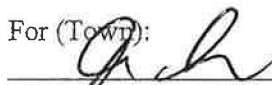
- a. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.
- b. Termination of this contract may be completed in accordance with Sections 5.13 and/or 6.4 of the RFP.

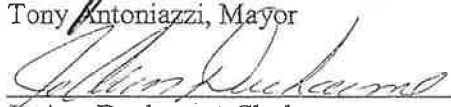
J. Saving Clause

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

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW,

For (Town):


  
Tony Antoniazzi, Mayor

  
Jo Ann Ducharme, Clerk

Date:

July 17/18

For (Contractor):



Date:

AUGUST 2, 2018



## REPORT TO COUNCIL

Meeting Date: 5/19/2020

Report Number: 2020-DEV-018

Presented by: Ashley Bilodeau

Department: Development Services

### REPORT TITLE

Establishing a Transition Date for the Municipal Blue Box Program

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-018 entitled “Establishing a Transition Date for the Municipal Blue Box Program”, be received,

**THAT** Council pass a resolution to:

- Establish September 30, 2023 as the transition date to full producer responsibility for the Municipal Blue Box Program, and
- Take no responsibility in providing collection services for the Producers, and

**THAT** Council direct staff to forward a copy of the resolution to the Association of Municipalities of Ontario (AMO) and the Ministry of the Environment, Conservation and Parks (MECP).

### BACKGROUND

On January 28, 2020, staff presented a Report to Council summarizing the changes to the Blue Box Program under Bill 151: the *Waste Free Ontario Act*, including the intent of the program to transition to full producer responsibility. At this meeting, it was noted that a resolution would need to be passed prior to June 2020 to detail the Town’s preferred transition date. It was recommended that the Town transition to full producer responsibility at the end of the current recycling contract (September 30, 2023) and that the Town take no responsibility in providing collection services for the Producers.

The request for a resolution to be passed by all Ontario municipalities offering Blue Box services was brought forward from the AMO president. The resolutions will be used to create a transition timeline and determine when each municipality should transition over the three-year period. The intent is to allow AMO and the Province to better



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understand any conflicts and develop methodology as to how municipal Blue Box programs will transition. It is important to note that the date chosen and stated within the Town's resolution may not be the final date.

## **R A T I O N A L E**

It was suggested during round-table talks with northern municipalities, CIF and AMO representatives, that the transition date could coincide with the end of any contracts for the recycling stream. The contract for waste management with GFL, including collection of blue box materials, was established for a 5-year contract beginning October 1<sup>st</sup>, 2018. The end date of the contract is September 30<sup>th</sup>, 2023.

Staff are also recommending that the Producer's become responsible for the collection services within the Town of Kirkland Lake. The rationale being that the municipality does not have any recycling collection assets (i.e. recycling depot, transfer station, collection vehicles, etc.)

## **O T H E R   A L T E R N A T I V E S   C O N S I D E R E D**

Council may decide to transition during a different period of time however staff recommend it would be best to propose a transition date that coincides with the end of the collection contract.

Council may also decide to transition and still provide collection services to the Producers however it is unclear what terms, including costs and responsibilities, will be established by the Province.

## **F I N A N C I A L   C O N S I D E R A T I O N S**

At this time, it is unclear what costs will be associated with recycling once this transition takes place. By transitioning to full producer responsibility, municipal costs should be eliminated entirely.

The 2019 cost to collect recycling was approximately \$193,760. The municipality receives funding from Stewardship Ontario relating to the Blue Box Program. The 2017 funding (received in the 2019 operating year) was \$65,572. This funding would cease under a full producer responsibility.

## **R E L A T I O N S H I P   T O   S T R A T E G I C   P R I O R I T I E S**

Although a Strategic Plan has not yet been adopted, Council has identified the need to remain fiscally responsible. This recommendation is in line with this strategic priority.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

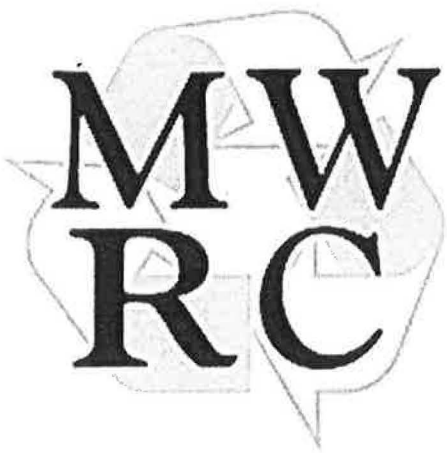
## **CONSULTATIONS**

Waste Contract Administrator, Richard Charbonneau  
Recycling Coordinator – Jenna McNaughton  
Association of Municipalities of Ontario – recommendations from Jamie McGarvey (AMO President)

## **ATTACHMENTS**

Attachment 1 – Sample resolution from AMO

*Handwritten signatures and initials in the top right corner.*



**Municipal Waste & Recycling Consultants**

**Technical Proposal**

**Submission Form: (Option A)**  
**Landfill Operations**

Year 1	\$ 384,400.00
Year 2	\$ 392,088.00
Year 3	\$ 399,929.76
Year 4	\$ 407,928.36
Year 5	\$ 416,086.92
Subtotal	\$ 2,000,433.04
HST	\$ 260,056.30
Total Contract price for 5 years	\$ 2,260,489.33
Diesel Fuel Consumption/Month (Refer to Section 4.6.2. Fuel)	4000 Litres
<i>*Please include pricing for optional one year term extension(s)</i>	
Year 6	\$ 424,408.66 +hst
Year 7	\$ 432,896.83 +hst

The Town of Kirkland Lake is desirous to secure one provider encompassing and to perform both Option "A" Landfill Operation and option "B" Curbside Collection of household waste (weekly) and curb side recycling (bi-weekly), however, should it be necessary the Town permits one Bidder to bid on option "A" Landfill Operation only or simultaneously for option "A" & "B".

Should the Bidder be successful on more than 1 Option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

**Submission Form: (Option A)****Landfill Operations**

The Contractor has carefully examined the Provisions, Plans, Specifications referred to within, and has carefully examined the site and location of the work to be done under this Proposal. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in his submission, hereby offer to furnish all machinery tools, apparatus and other means of delivery, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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 Proposal. 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 **Option A: Operation of the landfill Site only**

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

Company Name 1188163 On. LTD (o/a Municipal Waste & Recycling Consultants)	Contact name (please print) Leonard St.Michel
Mailing Address 9 Industrial Rd. Blind River On. P0R 1B0	Title General Manager Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-356-4118	Fax 705-356-0315
Cell Phone if possible 705-862-2567	Email if possible lennystmichel@mwrc.co
Date: MAY 7, 18	

**Submission Form: (Option B)****Weekly Curbside Collection for Residential, Commercial and Institutional Waste and Bi-weekly Curbside Collection for Residential Recycling**

Year 1	\$ 569,560.00	
Year 2	\$ 580,951.20	
Year 3	\$ 592,570.22	
Year 4	\$ 604,421.63	
Year 5	\$ 616,510.06	
Subtotal	\$ 2,964,013.11	
HST	\$ 385,321.70	
Total Contract price for 5 years	\$ 3,349,334.82	
Diesel Fuel Consumption/Month (Refer to Section XXX Fuel)	3900	Litres
<i>*Please include pricing for optional one year term extension(s)</i>		
Year 6	\$ 628,840.26 +hst	
Year 7	\$ 641,417.07 +hst	

The Town of Kirkland Lake is desirous to secure one provider encompassing and to perform both Option "A" Landfill Operation and option "B" Curbside Collection of household waste (weekly) and curb side recycling (bi weekly), however, should it be necessary the Town permits one Bidder to bid on option "A" Landfill Operation only or simultaneously for option "A" & "B". Should the Bidder be successful on more than 1 Option, the Town reserves the right to decide which option(s) to award to the Bidder based on the greatest benefit to the taxpayer. Proponents who submit based on one (1) option only may result in a lower score.

**Submission Form: (Option B)****Weekly Curbside Collection for Residential, Commercial and Institutional Waste and Bi-weekly Curbside Collection for Residential Recycling**

The Contractor has carefully examined the Provisions, Plans, Specifications referred to within, and has carefully examined the site and location of the work to be done under this Proposal. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in his submission, hereby offer to furnish all machinery tools, apparatus and other means of delivery, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

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 Proposal. 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 **Option B: Weekly collection of waste as well as bi-weekly collection of recycling**

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

Company Name 1188163 Ontario LTD ( o/a Municipal Waste & Recycling Consultants)	Contact name (please print) Leonard St.Michel
Mailing Address 9 Industrial Rd Blind River On. P0R1B0	Title General Manager Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-356-4118	Fax 705-356-0315
Cell Phone if possible 705-862-2567	Email if possible lennystmichel@mwrc.co
Date: MAY 7, 18	

7.2 ALTERNATIVE PROPOSALS

- 7.2.1 The municipality will consider Alternative Proposals in addition to the required Base Proposal.
- 7.2.2 Proponents should ensure that any Alternative Proposal is capable of being assessed against other responses. Any alternative proposal should contain all relevant information (including, where applicable, a cost/benefit analysis, financial and other assumptions, and related calculations) as are necessary to properly understand and evaluate the Alternative Proposal.
- 7.2.3 The format for an Alternative Proposal should adhere to the prescribed format as closely as possible and should address the objectives of the Municipality as set out above.
- 7.2.4 Alternative Price Proposals should clearly identify the proposal as an Alternative Proposal and otherwise provides the responses required by the RFP.



## 7.3 SUB-CONTRACTORS

The Proponent shall list below, the Sub-Contractors which will assist in the completion of the work.

Work Type to be Sub-Contracted	Name of Sub-Contractor	Address of Sub-Contractor
Sorting and marketing of recycling	NES	740 Pine St S, Timmins,

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Signed by Company Official

Leonard ST. MICHEL

Printed



Signed

## 7.4 KEY PERSONNEL

List of Proponent's senior staff/key personnel to be employed in the contract

Owner: Wayne St.Michel	
Phone: 705-862-0994	Email: waynestmichel@mwrc.co

Project Manager/Superintendent: Leonard St.Michel	
Phone: 705-862-2567	Email: lennystmichel@mwrc.co

Administration Contact: Kim St.Michel	
Phone: 705-356-4118	Email: kimstmichel@mwrc.co

Additional person(s)/Title: Jason Haman Manager of Operations	
Phone: 705-849-8051	Email: jasonhaman@mwrc.co

Additional person(s)/Title: Chelsea Wallace Enviromental Compliance Officer and Health and Saftey Coordinator	
Phone: 705-869-2447	Email: chelseawallace@mwrc.co

Additional person(s)/Title:	
Phone:	Email:

Additional person(s)/Title:	
Phone:	Email:

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.5 VEHICLES AND EQUIPMENT

## 7.5.1 Provide the following details in the table and space provided

- Collection vehicles, make and model (vehicle specification sheet may be requested)
- Type of vehicles and equipment that would be used to carry out the work.
- Age of all vehicles and equipment
- Compartment capacity of collection vehicles, size of truck (metres cubed), loader bucket size.
- Compaction ratios by waste stream if a split collection vehicle.
- Indication of whether fleet will be dedicated to the Town of Kirkland Lake; and
- Is the vehicle primary or spare.

	Vehicle Make and Model	Description (ie. loader)	Year	Capacity or weight	Split ratio	Percent allocated to Contract	Primary or spare
1	Freightliner M2-106	Automated side loader	2018	33yd	0	100%	primary
2	Freightliner M2-106	Automated side loader	2015	33yd	0	100%	primary
3	Freghtliner M2-106	Automated side loader	2012	33yd	0	50%	Spare
4	Freghtliner M2-106	Sideloader with cart tipper	2018	33yd	0	50%	spare
5	Freghtliner M2-106	Sideloader with cart tipper	2018	35yd	60/40	50%	spare
6	Freghtliner M2-106	Sideloader with cart tipper	2017	35yd	60/40	50%	spare
7	Westernstar 4700	Tri-axel Dump truck	2016	15.9m3	N/A	10%	Used for hauling fill at landfill when distance to far for loader
8	Cat 816F	Landfill Compactor	1999	50,115lbs	N/A	100%	primary
9	John Deere 624E	Loader	1987	27,567lbs	N/A	100%	primary
10	Cat 924h	Loader	2010	25,644lbs	N/A	25%	Spare

Note the Proponent shall describe the vehicle they intend to use in order to perform the work. No other vehicles shall be used to perform the work unless permitted by the Town of Kirkland Lake. The words "as required" or similar wording will not be sufficient to describe the vehicles.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	Tri-Neighbours Curbside Waste & Recycling and Landfill Operations		
Date Project substantially completed	On going		
Date project completed	On going		
Project value at award	\$ 211,963.68yr	Project value at completion	\$ 211,963.68yr
Project Manager Project Superintendent	Jason Haman		
Owner	Town of Thessalon Town of Bruce Mines The Township of Plummer Additional		
Contact Person(s)	Pat Watson		
Phone	705-842-2217	E-mail	pat.thessalon@bellnet.ca
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Sanitary Landfill Site operation Less then 5,000 tonnes per year. Roadside Municipal Waste collection Roadside municipal Blue Box collection		
Description of Project and Scope of Services	Curbside waste and recycling of the municipalities is collected in one day using 2 split body side loaders. Using split stream trucks we are able to collect and segregate both waste and 2 stream recycling (fiber one week commingle the next) at once. Waste from the municipalities is disposed of at the Rose Lake Landfill were we are responsible for; road maintenance, cell excavation, compaction, covering and capping. Recycling from the three municipalities is brought back to MWRC marterial recycling facility in Blind River ON. Where it is sorted baled and marketed.		

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	Landfill Site Operation Dodge Waste Managment		
Date Project substantially completed	On going		
Date project completed	On going		
Project value at award	\$ Private Contract Low to mid 6 figure value per year	Project value at completion	\$ Private Contract Low to mid 6 figure value per year
Project Manager Project Superintendent	Leonard St.Michel		
Owner	Dodge Waste Managment		
Contact Person(s)	Ernest Dodge		
Phone	705-869-5555	E-mail	
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Landfill Site Operation (landfilling between 10,000 tonnes -20,000 tonnes waste per year)		
Description of Project and Scope of Services	<p>Responsible for road maintenance and road construction within the landfill site</p> <p>Placing, compaction and covering of waste deposited in the landfill on a daily basis.</p> <p>Excavation of new cells as needed</p> <p>Capping cells that have reached capacity with clay.</p> <p>Hauling and stock piling cover material from borrow pit on site so that it is readily available for daily covering operations.</p>		

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	City of Elliot Lake Curbside Waste and Recycling Collection		
Date Project substantially completed	On going		
Date project completed	On going		
Project value at award	\$ 285,246.48 yr	Project value at completion	\$ 285,246.48 yr
Project Manager Project Superintendent	Jason Haman		
Owner	The City of Elliot Lake		
Contact Person(s)	Daryl Halloch		
Phone	705-848-2284 7 Ext.2702	E-mail	dhalloch@city.elliottlake.on.ca
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Roadside Municipal Waste collection Roadside municipal Blue Box collection		
Description of Project and Scope of Services	<p>Weekly curbside collection of waste of approximately 6359 households. Weekly curbside collection of 2 stream recycling alternating weeks of fiber and commingle. Both recycling and waste are collected throughout the entire city in one day using 5 sideloader garbage trucks. All recyclable material is sorted at our MRF in Blind River On. were it is sorted, baled and marketed.</p>		

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	City of Sault Ste. Marie Waste Collection Services		
Date Project substantially completed	On going		
Date project completed	On going		
Project value at award	\$ 454,358.4	Project value at completion	\$ 454,358.4
Project Manager Project Superintendent	Denis Hache		
Owner	The City of Sault Ste. Marie		
Contact Person(s)	Mike Blanchard		
Phone	705-541-7087	E-mail	m.blanchard@cityssm.on.ca
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Roadside Municipal Garbage Collection		
Description of Project and Scope of Services	We use three single stream side loader garbage trucks to collect curbside residential waste from over half of the City. These trucks and their operators are responsible for the pick up of approximately 14,500 residential units each week.		

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	City Of Sault Ste. Marie Refuse Collection Multi-Residential Contract		
Date Project substantially completed	On going		
Date project completed	On going		
Project value at award	\$ 115,000.00	Project value at completion	\$ 115,000.00
Project Manager Project Superintendent	Denis Hache		
Owner	City of Sault Ste. Marie		
Contact Person(s)	Mike Blanchard		
Phone	705-541-7087	E-mail	m.blanchard@cityssm.on.ca
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Front-end waste collection, Municipal Operation		
Description of Project and Scope of Services	Containerized collection of waste from approximately 255 buildings in the city with two front end garbage trucks. The trucks are equipped with scales and electronic route software; as bins are dumped the weight and location of the bin are automatically sent to our office and submitted to the city at the end of the day.		

Information requested may be supplemented with additional sheets if required. Please photocopy.



## 7.6 EXPERIENCE

Similar projects completed in the past five years.

Project Title Location	Baldwin Hauled Sewage Site Improvments		
Date Project substantially completed	11/21/17		
Date project completed	11/21/17		
Project value at award	\$ 68,000.00	Project value at completion	\$ 68,000.00
Project Manager Project Superintendent	Leonard St. Michel		
Owner	The Township of Baldwin		
Contact Person(s)	Todd Fremlin		
Phone	705-869-8191	E-mail	todd@baldwin.ca
Consultant			
Contact Person(s)			
Phone		E-mail	
Contract Type	Construction of landfill related components		
Description of Project and Scope of Services	Excavate and compact perimeter of lagoon as per engineered specs Install synthetic clay liner around the perimeter of lagoon according to manufactures specifications . Backfill clay liner as per engineers specs, compact seed and cover. Install chain link fence around perimeter of sewage laggon site.		

Information requested may be supplemented with additional sheets if required. Please photocopy.

## 7.7 OFFICE REQUIREMENTS

7.7.1 Provide the following details in the table and space provided:

- Location of Head office
- Location of daily office
- Truck and equipment storage location
- Material Recycling Facility location
- Any proposed locations to be used for the purpose of completing the contract

Space	Location	Additional Information
Head office/ MRF	9 Industrial Rd East Blind River Ontario	In the event NES stops taking recycling this could be immediate short/long term MRF for Kirkland Lake
Temporary office & truck parking	60 Hudson Bay Ave, Kirkland Lake, ON P2N 2J2	Property would be leased as we explore options for permanent Kirkland lake office and maintenance shop
Material Recycling Facility	740 Pine St S, Timmins,	NES operates a private MRF and would receive Kirkland Lakes recycling for processing.

## 7.8 IMPLEMENTATION PROGRAM

7.8.1 Provide a description of implementation process and all associated timeframes or provide a gphant chart illustrating the same.

See additional pages.

### **7.8 Implementation Program**

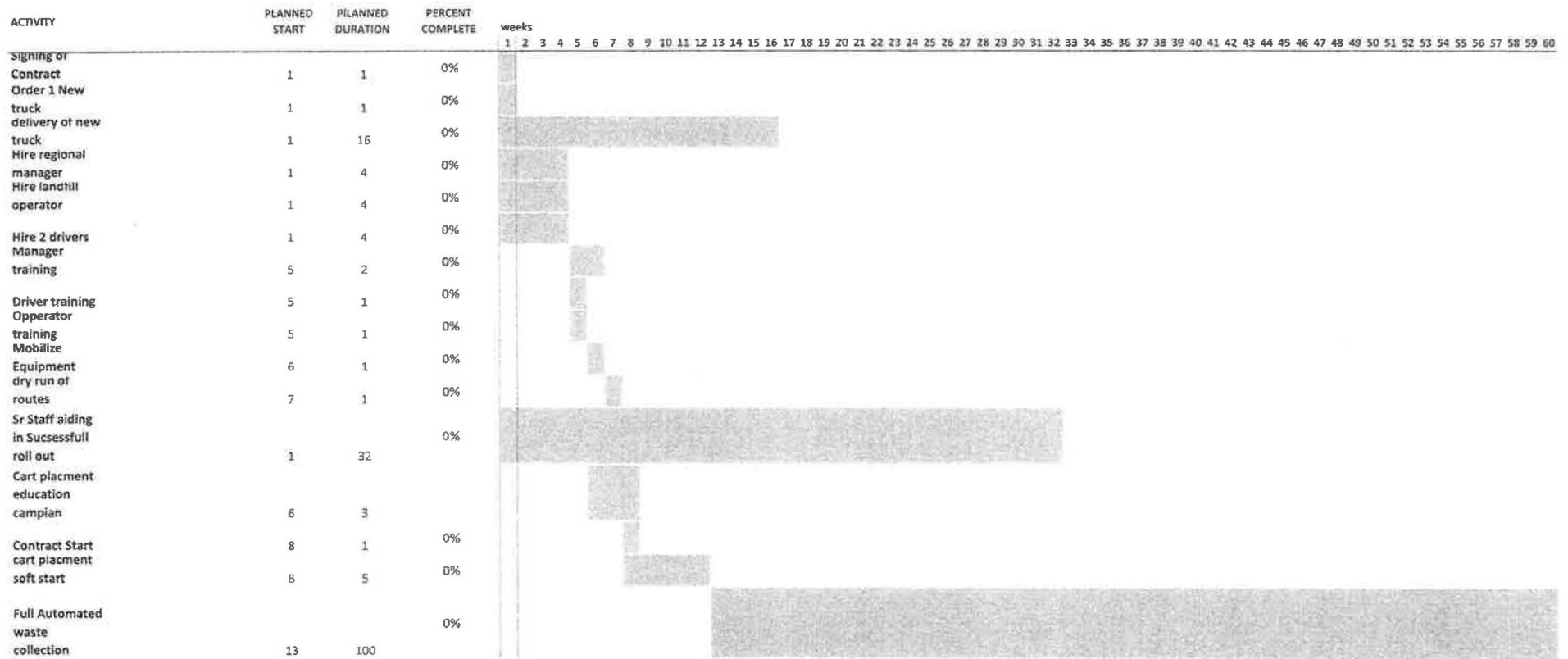
MWRC currently owns all of the equipment required to complete this contract. Upon being awarded this contract, MWRC shall purchase an automated side-loader to be used for the duration of the contract to ensure maximum efficiency and reliability. Immediately following awarding of this contract, MWRC shall begin the hiring process and training program of the new hires. A senior management staff member is anticipated be present in Kirkland Lake to oversee daily operations for an approximated 6 month period to ensure a smooth transition and contract rollout. The senior management staff will have the opportunity to support and train a regional manager during this period. Once the regional manager is successful in overseeing operations, the senior manager will continue to be available for support and guidance through a variety of platforms (video conferencing, phone calls, in person, email etc.).

#### **Automated waste collection**

MWRC will utilize the Waste Cart Program that the Town of Kirkland Lake has initiated. This waste collection method will be accomplished by using automated collection vehicles similar to those used in neighboring cities like Timmins. An education campaign directed towards the residents of Kirkland Lake will be necessary. Proper positioning of the waste cart will be the focus of this campaign. MWRC intends to work with the Town and its residents during this campaign and publish the information on proper cart positioning on Kirkland Lake's webpage and relevant newsprint. Automated collection requires waste carts to be facing the road (wheels to the curb), with a space of 1m between carts and other objects (including cars, other bins, trees, hydro poles etc.). We believe a soft start program will be beneficial; for the initial 5 weeks of program launch, carts that are not placed properly will be moved and picked up by the operator. After the soft start period of 5 weeks, waste carts dispositioned will not be picked up.

# Kirkland Lake Waste Services

Period Highlight: 1 ■ Plan Duration ■ Actual Start ■ % Complete ■ Actual (beyond plan) ■ % Complete (beyond plan)



7.9 COMPLAINTS MANAGEMENT

Provide the following details in the space provided or as an attachment:

- 7.9.1 Describe procedures and communication flows, response of your Company to a direct complaint by a resident or business.
- 7.9.2 Describe related tracking/recording procedures and how this will be communicated to the Town of Kirkland Lake staff;
- 7.9.3 Describe your after-hours response procedure/protocol;

See additional pages.

7.10 BACK UP OR CONTINGENCY PLAN

Provide the following details in the space provided or as an attachment:

- 7.10.1 Describe logistics of a back up or contingency plan required to successfully complete this contract in the event of an unplanned break down or mishap.

See additional pages.

## **7.9 Complaints managements System.**

### **7.9.1**

#### **Driving Complaints**

Driving related complaints will be directed to the manager for investigation. Trucks will be equipped with GPS systems that will be used to track speed, location and time and will be of benefit in the investigative process. Careless and/or reckless driving will not be tolerated; any offending driver may be subject to disciplinary action.

#### **Missed garbage or recycling**

Calls left due to incompliance

The trucks and office will be equipped with two-way radios. Drivers of the collection vehicles will report to the office any location that is not serviced and the reason the service was refused ie. Late, unacceptable materials, waste cart compliance issue. Office staff will then document the incident and submit to town on a weekly basis.

#### **Public Complaints**

Residents can call or visit the Kirkland Lake office Monday to Friday 09:00-17:00 with their complaints or inquires. All complaints and inquires will be documented. If the reason for the complaint is a compliance issue that has been identified by the driver, the resident will be informed of the issue and informed on how to resolve it. Any interaction of this sort will be documented.

If a complaint is generated that has not been initially called in by a driver office staff will record the residents complaint and take further steps to identify the cause of the complaint.

- Contact driver responsible for the route, inform them of complaint and request additional information for the missed call/complaint
- Review GPS system as required during complaint investigation
- If there is a compliance issue we would notify resident and it will be picked the following week pending the issue is corrected.
- In the event of a driver error, waste will be picked up by the end of the day

Any complaints that cannot be resolved though office personal will be directed to the Regional Manager. The Regional Manager will seek support from senior management as required. If MWRC is unable to rectify the problem, a record of steps taken to this point will be presented to the appointed Town Supervisor for further direction.

### 7.9.2

All complaints/ Inquires will be documented in an electronic format similar to the table below and will be submitted to the town on a weekly basis in the desired format specified by the Town Supervisor.

#### **Sample complaint record.**

Date	Time	Name	Location	Complaint

### 7.9.3

#### **After-hours response procedure/protocol**

The Town will be provided with a cell phone number of the Regional Manager as well as the Senior Management staff for urgent matters. Any urgent matter will be dealt with as outlined in the emergency preparedness plan. In the MWRC Kirkland Lake Office and landfill sites, signs with emergency contact numbers will be placed in a visible location. If a management staff member is contacted in the event of an emergency they will refer to the emergency preparedness plan and act accordingly.

## **7.10 Back up or contingency plan**

### **7.10.1**

#### **Trucks**

MWRC has allocated a truck to be stationed in Kirkland Lake as a back-up if required. In the event of a truck break down the spare truck will be dispatched to ensure the timely collection of waste and recycling. Should a truck be out of commission for an extended period of time, the back-up truck will continue in its place until the primary truck is repaired. MWRC will mobilize a truck from another location as "stand by" for additional backup as required. In the unlikely event of multiple truck failures a suitable truck will be dispatched from another location in a timely manner.

#### **Mechanical issues**

MWRC currently has four technicians that are familiar with trouble shooting and diagnostics of the vehicles we will use in Kirkland Lake. The side loaders identified for use in this contract are also used in the majority of our collection contracts. Having this familiarity has allowed us to create a comprehensive preventative maintenance program tailored to these trucks. Our trucks will be serviced and inspected on a regular basis by one of our trained technicians or by local service shop under the guidance of one of our trained technicians to insure optimum performance and meet the stringent requirements set forth by M.T.O, M.O.L, and M.O.E.C.C. In our 20 years of operations MWRC has established trusted relationships with parts suppliers and manufactures to minimize down time.

#### **Staff**

In addition to the full time drivers we will be employing, MWRC will also be looking for a qualified Casual driver to cover for sick days, family emergencies, and vacation. MWRC's Kirkland Lake manager will also be required to have a Valid DZ driver's license and will be trained to operate the collection vehicles to support waste collection in the event of short notice staffing needs. In the event of a local staff shortage, MWRC will ensure availability of trained staff from another location to support Kirkland Lake area on a temporary basis until new staff are hired/trained.

### **Landfill**

#### **Landfill packer**

Due to the job specific nature and size of these machines we do not have a readily available direct replacement for this machine in the event of mechanical failure. Should the landfill packer be out of service for an extended period, MWRC has bulldozers and smaller landfill compactors that can be mobilized in the interim while the primary machine is being repaired. While repairs are being made to the primary landfill compactor the waste will be placed in the active cell in thin lifts and covered to maintain M.O.E.C.C. compliance. The thin lifts will allow the waste to be properly compacted when the landfill compactor is repaired and returned to service.

#### **Loader**

MWRC has multiple loaders available should the primary loader experience any extended downtime.



### **Material Recycling Facility**

Should NES stop accepting The Town of Kirkland Lakes recycling, materials could be sent immediately for processing at MWRC's MRF in Blind River, Ontario to ensure uninterrupted services as an interim solution while we investigated long term solutions.

7.11 EMERGENCY PREPAREDNESS PLAN

Please provide a description in the event of an emergency situation, and more specifically, fire at the landfill site.

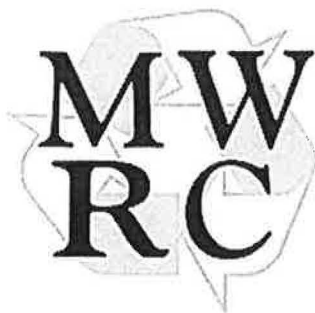
See attached Emergency Preparedness and Response Plan

# Emergency Preparedness and Response Plan

*Prepared by:*

Municipal Waste and Recycling Consultants (MWRC)

April 2018



**Municipal Waste &  
Recycling Consultants**

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## Introduction

An emergency is an unplanned event when a project operation loses control, or could lose control, of a situation that may result in risks to human health, property, or the environment, either within the landfill site or in the local community. Emergencies do not normally include safe work practices for frequent upsets or events that are covered by occupational health and safety. Proper emergency planning and response is important to help minimize employee exposure and injury.

There are a number of regulations, guidelines, standards which requires that the employer develop and implement a written emergency response plan to handle possible emergencies before performing landfill site operations.

This Plan consists of guidelines and procedures to be followed in the event of an emergency. Our first priority is to ensure the safety and wellbeing of employees, contractors and visitors and then respond to the crises appropriately according to the guidelines within this document. The Plan also emphasizes the need to accurately record or document the accident or incident as soon as possible. This information will be very important and useful throughout the incident investigation.

## Purpose

The purpose of this document is to provide information and response procedures on different emergency situations that may occur at the landfill as well as during the transportation of waste to the landfill.

## Content of the Emergency Preparedness and Response Plan

The Emergency Preparedness and Response Plan must be commensurate with the risks of the landfill site and at the minimum include the following elements:

- Emergency contacts;
- Personal protective and emergency equipment;
- Training and awareness;
- Emergency procedures;
- Employee responsibilities;
- Emergency examples; and
- Reporting and recording.

## Use of the Emergency Preparedness and Response Plan

The procedures must be compatible with and integrated into the operational management plan of the site. The plan requirements must also be reviewed regularly and amended, as necessary, to keep them current with new or changing site conditions or information.

## Emergency Contacts

Role	Number
Emergency Services (Ambulance, Fire, Police)	911
MWRC Office	(705) 356 - 4118
Waste Manager	(705) 862 - 2657
Health and Safety Representative	(226) 868 - 6135

A list of First Aid Officers will be posted on the Health and Safety board. This list will have site specific contact information. Specific Site Manager contact information will also be posted.

## Personal Protective Equipment and Emergency Response Equipment

Appropriate Personal Protective Equipment (PPE) must be worn at all times while on the landfill site. This at minimum includes:

- Safety Shoes/Boots (CSA approved)
- High Visibility Clothing

Gloves, safety glasses, and ear protection are also recommended, especially when working around equipment.

All emergency response equipment will be serviced and maintained in accordance with relevant Ontario Standards and/or manufacturer's instructions. Regular training will be carried out to ensure that designated site employees can operate the equipment.

This equipment will include as minimum:

- Fire extinguishers for small site fires or vehicle fires;
- Operational machinery such as a dozer and Backhoe

## Training, Awareness and Prevention

Before implementing the Plan, the Health and Safety representative and waste disposal Managers/Supervisors shall designate and train a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees.

The plan must be reviewed with all employees at the following times:

- Initially when the plan is developed;
- When the employee's responsibilities or designated action under the plan change;
- When the plan is changed

Annual employee meetings are to be held to train employees of the content of the Plan and revise the Plan as appropriate. All training must be documented in writing and copies sent to the Health and Safety representative.

## Evacuation Procedures

The landfill's designated Emergency Evacuation Point is the Front Gate. This is the place that all persons on the site, employees, contractors and visitors, must assemble in the event of an emergency.

Employees will be told to go to the Emergency Evacuation Point through their vehicle radio or from direct verbal contact by the Site Manager.

Through emergency training, all employees and contractors will be aware of their responsibilities in the event of an emergency. However, it is important that these responsibilities be reinforced regularly.

## Fire Prevention

Landfill fires can occur frequently but are often extinguished quickly because of effective response plans and preventative measures. Prevention is key to managing landfill fires and can be accomplished with good daily operations and monitoring.

The following methods are recommended to prevent landfill fires:

- Landfill management:
  - Prohibit burning and/or smoldering waste from entering landfill through inspection of incoming waste
  - Prohibit smoking on-site
  - Maintain good security measures to prevent suspicious fires
  - Establish a low vegetation barrier around the landfill perimeter to prevent spreading of fire to other cells
  - Avoid storing large volumes of recyclables such as wood or brush, segregated plastics and tires
- Compacting:
  - Ensure thorough daily waste covering and regular compacting of waste to reduce air or methane pockets and keep active face small
- Equipment maintenance:
  - Properly maintain waste processing equipment and vehicles as flammable materials packed in engine compartments or in moving components can cause fires. These fires may start in equipment or may become hot and ignite once in the landfill

## Emergency Procedures (General)

In the event that an emergency occurs, all employees will be required to assist in implementing the emergency response procedures applicable to where the emergency has occurred. The Site Manager should always be notified immediately while, in the case of a serious injury or medical emergency.

## Landfill Activities

In the event of an emergency within the landfill site, the following procedures should be followed by everyone on site:

- Remain calm, don't panic;
- Cease all non-emergency communications;
- Stop work in the area of the emergency and if necessary on the site as a whole;
- Evacuate the area of the emergency, and if necessary, the site as a whole;

- Assess the dangers at the emergency scene;
- Notify the Site Manager;
- Seek assistance from the appropriate emergency services (Fire, Ambulance, Police) where required by calling 911; and
- Administer first aid if necessary, and if safe to do so

Where applicable the Site Manager will notify the relevant regulatory authorities such as the Ministry of Environment and Climate Change (MOECC).

Do not attempt to transport someone needing emergency medical treatment to a hospital. Contact 911 and act on their advice.

### Waste Transportation

In the event of an emergency associated with the transportation of waste, the same procedures will apply.

A typical incident with the transportation of waste is that the vehicle is involved in an accident resulting in injury to the driver(s) and exposure of the waste to the environment. In such an instance it is important to also notify MOECC's Spills Action Centre and the relevant authorities and seek assistance from the emergency response service providers. Containment of the waste is essential and this should be accomplished as soon as practical. It is important that the waste type is identified before action is taken to collect and contain it. If the waste is hazardous, it should only be handled by trained personnel using appropriate procedures and equipment.

## Responsibilities

### Site Manager

The Site Manager will be responsible for the overall management of the site including workplace safety and environmental compliance. Prevention of accidents and incidents is the responsibility of all managers. Maintaining a clean and tidy site and access roads are both essential preventative actions.

The Site Manager is the custodian of the Emergency Response Plan and has overall responsibility for the following:

- Implementation, testing, training and reviewing the effectiveness of the Emergency Response Plan;
- Assess the extent of any incident to determine the severity of the situation and whether or not it constitutes an emergency;
- Ensuring adherence to the Emergency Response Plan in cases of emergency;
- Coordinating all emergency response activities in consultation with operational team as necessary;
- Contacting the relevant Emergency Services;
- Reporting to the MOECC or other representatives;
- Ensuring that all relevant training is provided and kept up to date for employees;
- Ensuring all subcontractors are appropriately trained and have all the correct operation licenses;
- Advising the relevant external authorities in order to ensure that the company's obligations are met following a serious incident;



- Contacting family and/or next of kin; and
- Arranging counselling.

Following an emergency, the Site Manager is responsible for:

- Directing any external enquiries and media on site or in the case of vehicle incidents and any other site media inquiries to the Company Manager;
- Declaring the emergency to be over;
- Initiating a post incident review/investigation of events with the health and safety representative and ensuring the incident is appropriately reported;
- Reviewing the effectiveness of the Emergency Response Plan in managing the incident;
- Ensuring all lessons learned are captured and used in review of all relevant plans and procedures; and
- Working with the health and safety representative to recommend any changes or improvements to the Company Manager.

#### First Aid Officer

The Site Manager must ensure that a trained and accredited First Aid Officer is on site at all times. Employees who are appointed to this position will report to the Site Manager.

The duties of the First Aid Officer include:

- Assuming the role of the Company Manager in his/her absence during an emergency;
- Rendering first aid to the injured or those in need of assistance;
- If possible, collect information from the injured person or persons regarding the incident;
- Cooperating with the Emergency Response Team; and
- Following all emergency response procedures.

The following steps are recommended in all emergencies:

1. Do not rush to the scene. Move quickly and calmly.
2. Check for any life-threatening situations and remove or control it, if safe to do so.
3. Administer First-Aid in accordance with level of training. In the event of injury involving blood or body fluid loss, the following must apply:
  - a. Wear appropriate PPE – safety glasses and gloves;
  - b. Minimize the number of people in the area;
  - c. Dispose of blood soaked dressings, bandages, swab and materials used to clean up in a plastic bag for disposal; and
  - d. Dispose of such materials in the clinical waste bin.
4. Phone an ambulance by calling 911.
5. If required, send someone to the front gate to escort emergency services.
6. Contact a member of management if not already done.

#### Employees

All employees are required to:

- Cooperate with the Site Manager and First Aid personnel and follow their instructions; and

- Follow all emergency response procedures.

#### Contractors/Site Visitors

All contractors and site visitors to the site must cooperate with the Site Manager or the person delegated to stand in for the Site Manager, and follow instructions in accordance with the Site procedures.

Responsibility for the safety and well-being of contractor and visitors to the site at the time of an emergency rests with the Site Manager or the person next in charge in the event of an absence of the Site Manager.

#### First Person on the Scene

The first person on the scene is in charge of the incident until responsibility is transferred to the Site Manager or an external emergency responder and is responsible for:

- Ensuring the Site Manager has been notified
- Controlling crowds and traffic
- Accessing emergency medical kit for on-site care
- Preserving evidence for investigation and follow up

### Emergency Situation Examples

#### Medical Attention Situations

Where possible the First Aid Officer will administer assistance to the level of their training and competence. If the extent of the injury is beyond the First Aid Officer's competence then medical assistance should be sought by calling 911.

The following are some of the conditions that are recommended for referral for further medical assistance:

- Anyone who requires CPR;
- Anyone complaining of chest pain;
- Anyone with breathing difficulties;
- Anyone who has lost consciousness for any length of time;
- Anyone suffering from shock;
- All cases of severe bleeding;
- Anyone with severe heat exhaustion
- Amputations;
- All eye injuries;
- Suspected spinal injuries; and
- Anyone with full or partial thickness burns.

#### Fire

In the event of a fire, the operator or first person on the scene should attempt to extinguish the fire if safe to do so. Once a fire has been detected the operator should contact the Site Manager directly or ask another employee to contact the Site Manager to notify them of the situation. Landfill fires can be extinguished by smothering with till (soil, clay or sand) or by using heavy equipment and a suppression

agent (either a foam or wetting agent). Usually more than one method will be used and will depend on the type of fire.

The two types of fires that can occur at landfills are surface and subsurface fires. The type of fire will determine the method of suppression used and the associated hazards.

#### *Surface Fires*

A surface fire, as the name suggests, occurs at the surface where fuel and oxygen are abundant. Hot objects (coals or ashes), arson, spontaneous combustion, or a discarded cigarette can lead to a surface fire. Since surface fires occur at the surface they are readily visible and are usually extinguished fast if immediate action is taken. These actions may include using heavy equipment to move burning material to a separate area, applying clay, sand or soil fill to fire, or using a suppression agent. Applying a fill or using a foam suppression agent are the preferred method for treating this type of fire. Water can also be used but should be used as a last resort as excessive water can result in contaminated runoff and leachate.

#### *Subsurface Fires*

Subsurface fires are more complex to deal with than surface fires as they typically burn slowly without noticeable flame or much smoke. Subsurface fires can start from overdrawing a gas collection system or spontaneous combustion. Often, a subsurface fire will go undetected until a sinkhole or smoke appears. Actions that should be taken to suppress this type of fire are the same as when treating a surface fire and include use of heavy equipment, fill or suppression agent. However, operators should proceed with caution when attempting to suppress these types of fire as there are more potential hazards such as sinkholes and a fire larger than suspected.

If the operator or first responder is experiencing difficulties containing the fire they are responsible for notifying Fire Services to receive further instructions. The Site Manager can also choose to call Fire Services and relay instructions back to the operator as they should be present at the fire by this time. The operator and Site Manager will then follow directions from Fire Services.

If the fire cannot be contained by the responding employee, all employees, contractors and visitors must assemble at the Emergency Evacuation Point which is located at the Front Gate of the Site and await instruction from the Site Manager and for the arrival of Fire Services. Once Fire and Emergency Services have arrived on scene the operator and Site Manager should turn the scene over to them and aid them if requested.

Once the fire has been extinguished the affected material should be moved away from the existing stockpiles so as to prevent a flare up igniting the other stockpiles. Steps to be taken after the incident include:

- Continued monitoring of the situation;
- Application of water where necessary; and
- Determine the cause of the fire including the possibility that it may have started in material that came into the site.

#### *Environmental Incidents*

In accordance with the Environmental Protection Act, any incident causing or threatening to harm the environment must be reported to the MOECC.

Incidents that require reporting include, but are not limited to:

- Any fire;
- Spills involving waste/leachate which can result in environmental harm;
- Release of potentially contaminated leachate to receiving waters; and
- Incidents which may have public health consequences or cause nuisance.

For further information please refer to MWRC's 'Spill Contingency Plan'.

## Records and Reporting

An incident investigation and report will be completed after the event of any incident or accident. This report will be filed along with the incident investigation report and kept for at least 5 years. The investigation and report will be initiated by the Site Manager with the assistance of the Health and Safety Representative. Together they will also perform a root cause analysis to determine why the incident occurred and how to prevent it in the future.

## 7.12 REFERENCES

Provide contact information for three or more past clients. The Town of Kirkland Lake may contact any or all of the contacts provided by the Proponent or other representatives from past clients of the Proponents.

## Reference #1

Company/Municipality Name	City of Sault Ste. Marie
Contact Name and Title	Mike Blanchard Manager Waste Management
Contact Phone Number	705-541-7087
Term of Contract	8yrs and 5yrs
Nature of Contract	Roadside Municipal Garbage Collection and Refuse collection Multi-Residential

## Reference #2

Company/Municipality Name	The City of Elliot Lake
Contact Name and Title	Daryl Halloch Manager of Enviromental Services
Contact Phone Number	705-848-2287 ext2702
Term of Contract	5yrs
Nature of Contract	Curbside Waste, Recycling Collection, and recycling processing

## Reference #3

Company/Municipality Name	Dodge Waste Managment
Contact Name and Title	Ernest Dodge Owner
Contact Phone Number	705-869-5555
Term of Contract	5 yrs
Nature of Contract	Landfill Maintenance

## 7.13 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: Leonard St.Michel

Company Name: Municipal Waste & Recycling Consultants

Phone Number: 705-356-4118

Address: 9 Industrial Rd East Blind River Ontario

I, Leonard St.Michel, declare that I, or my company, are 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*.

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/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: May 7 2018

# EXTENSION AGREEMENT

---

This Extension Agreement is made and effective the 1<sup>st</sup> day of October 2023,

**BETWEEN:**           **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**  
PO BOX 1757  
3 KIRKLAND STREET WEST  
KIRKLAND LAKE ON P2N 3P4

hereinafter referred to as "Town of Kirkland Lake"

**AND:**               **Green for Life Environmental Inc. (aka G.F.L.)**  
9 INDUSTRIAL PARK ROAD EAST  
BLIND RIVER ON P0R 1B0

hereinafter referred to as "Contractor"

In consideration of the mutual covenants contained in this Extension Agreement, the parties agree as follows:

**WHEREIN** The Corporation of The Town of Kirkland Lake and Green for Life Environmental Inc. (aka G.F.L.) entered into an Agreement through Tender Submission No. RFP-503-18 Kirkland Lake Waste Management Services, which the execution thereof was authorized by By-Law 18-095 on June 19, 2018;

**AND WHEREIN** the original Agreement attached as Schedule "A" to By-Law 18-095 is set to expire on September 30, 2023;

**AND WHEREIN** both parties desire to extend the said Agreement for an additional term of two (2) years commencing upon the expiration of the original term and expiring on September 30, 2025 for a total cost of \$2,127,562.82 plus H.S.T.;

**AND WHEREIN** this Extension Agreement shall be on the same terms and conditions as contained in the original Agreement and as if set forth therein, with the exception of an amendment to recital F. Compensation, subsection b), to amend the timing of reviewing diesel fuel adjustments from an annual exercise to a quarterly exercise;

**AND WHEREIN** the change management request made by the Contractor be approved, and that Section 6.17 PRICE ADJUSTMENTS – Fuel Adjustment of RFP 503-18 be amended as follows:

**CHANGE FROM:**

*"The Town of Kirkland Lake will make adjustments to the monthly payment owing to the awarded Contractor yearly to compensate for fluctuations in the price of diesel fuel only. The evaluation of monthly payments for the year will be based upon diesel fuel prices established and published by the Ministry of Energy and Infrastructure, Oil and Gas/Fuel Prices/Diesel for "Ont/Avg" (Ontario Average) for the preceding year.*

See: <http://www.energy.gov.on.ca/en/fuel-prices/> ”

**CHANGE TO:**

*“The Town of Kirkland Lake will make adjustments to the monthly payment owing to the awarded Contractor quarterly to compensate for fluctuations in the price of diesel fuel only. The evaluation of monthly payments for each quarter of the year will be based upon diesel fuel prices established and published by the Ministry of Energy and Infrastructures, Oil and Gas/Fuel Prices/Diesel for “Ont/Avg” (Ontario Average) for the preceding quarter.*

See: <http://www.energy.gov.on.ca/en/fuel-prices/> ”

**IN WITNESS WHEREOF**, the parties have executed this Agreement at the Town of Kirkland Lake, in the Province of Ontario this \_\_\_\_ of March, 2023.

**The Corporation of The Town of  
Kirkland Lake**

**Green For Life Environmental  
(G.F.L.)**

\_\_\_\_\_  
Stacy Wight, Mayor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jennifer Montreuil, Municipal Clerk

\_\_\_\_\_  
Name and Title (Print)

I/We have the authority to bind the Corporation.

I/We have the authority to bind the Corporation.





THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-012

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**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE TIMISKAMING HEALTH UNIT FOR THE PERFORMANCE OF WORK DESCRIBED IN SECTION 7.0 STATEMENT OF WORK IDENTIFIED IN THE DISTRICT-WIDE COMMUNITY SAFETY AND WELL BEING PLAN (CSWBP)**

---

**WHEREAS** the *Community Safety and Policing Act*, 2019, S.O. 2019, c.1, Sched. 1 Part XVI mandated that every municipality across Ontario was to prepare and adopt a Community Safety and Well-being Plan (CSWBP) by July 2021;

**AND WHEREAS** the District of Timiskaming municipalities requested an extension in the approval of the CSWBP due to the COVID-19 pandemic as did many other Ontario municipalities;

**AND WHEREAS** in 2020, a steering and advisory committee was created and the District of Timiskaming Social Services Administration Board contracted LBCG Consultants to draft the District-wide Community Safety and Well-Being Plan;

**AND WHEREAS** Council for The Corporation of the Town of Kirkland Lake adopted the District-wide Community Safety and Well Being Plan on June 7, 2022 and approved in principle an annual contribution for a Community Safety and Well Being Plan resource based on the current apportionments, resulting in a district-wide funding approach;

**AND WHEREAS** in December 2022, the District of Timiskaming Social Services Administrative Board provided notice of its concluded role in the creation of the district-wide Community Safety and Well-Being Plan and that the responsibility of the implementation resides with each municipality;

**AND WHEREAS** post- adoption of the plan, the transitioning into implementation and the selection of the CSWBP Lead was identified;

**AND WHEREAS** the Timiskaming Health Unit has identified that it will be moving forward with the municipalities who have approved the District-wide Community Safety and Well-Being Plan and the contribution to the implementation of the plan in principle;

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

1. **THAT** the Mayor and Municipal Clerk are hereby authorized to execute a Memorandum of Agreement between The Corporation of The Town of Kirkland Lake and the Timiskaming Health District-wide Community Safety and Well Being Plan from April 1, 2023 to March 31, 2024, a copy of which the said agreement is attached and marked as Schedule 'A' to this By-Law.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7<sup>TH</sup> DAY OF MARCH, 2023.**

---

Stacy Wight, Mayor



**Timiskaming District**  
**Community Safety Well-Being Plan Implementation**

Memorandum of Agreement Between  
The Board of Health for the Timiskaming Health Unit  
and

---

(Municipality/Township/Town)

For  
The performance of work described in  
Section 7.0 Statement of Work

**April 1, 2023 – March 31, 2024**

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## 1.0 Title

Timiskaming District Community Safety Well-Being Plan Implementation

## 2.0 Background

### Legislative Requirement

[The Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI](#) ([Appendix A](#)) mandates every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWBP) by July 2021.

The aim of the CSWBP is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression. See [Appendix B](#) for more detail.

### Legislative Requirement

The legislative requirement includes the following steps:

1. Establish a Multi-Level Advisory Committee
2. Consultation
3. Outcomes Framework
4. Alignment with Police Service Board
5. Publish Completed Plan
6. Review Plan

The legislation for implementation indicates that the **Municipality is responsible** for the following:

- **Implementation** of the plan
- **Review** of the plan and **revisions**
- **Report** on outcomes

If a Municipality chooses not to comply with legislation, the Ministry has the power to appoint a well-being planner for the municipality, to work on implementation of the plan, review, and revisions. The municipality is required to pay the well-being planner's remuneration and expenses.

## 3.0 Current State in Timiskaming

Work completed to comply with legislative requirements in Timiskaming, including the municipality of Temagami, includes completion of steps 1 to 5. It is now time for implementation. The plan can be viewed [here](#) with information on the process to develop the plan in [Appendix C](#).

Based on input during the plan development process, LBCG Consulting for Impact, who completed the Plan, recommended that a **Plan Lead** be established to coordinate the plan's implementation. *This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model.*

It was proposed by LBCG Consulting for Impact, that the necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. Sample overall budget totals and corresponding apportionment amounts were presented.

The majority of municipalities in Timiskaming (including the municipality of Temagami) passed resolutions to support in principle, the allocation of funds for the next required step of implementation. The priorities to be addressed through the CSWB Plan are significant. This MOA outlines how committed community partners will work together for healthy, safe, equitable communities for all.

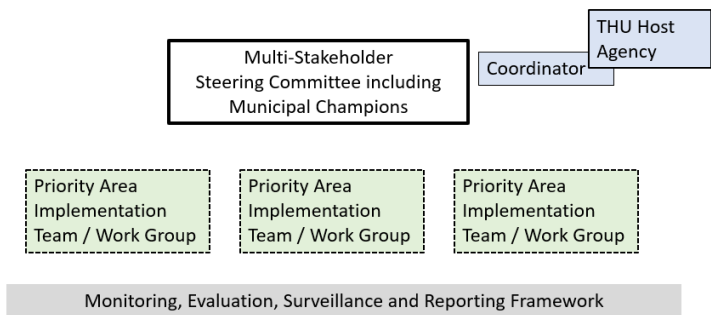
## 4.0 Definitions

Board of Health for the Timiskaming Health Unit herein referred to as Timiskaming Health Unit (THU)

Coordinator refers to a staff position who will support local CSWBP implementation per the direction of a Steering Committee and with Supervision host agency support of Timiskaming health Unit.

## 5.0 Principles

### Proposed Governance Structure



## 6.0 Responsibilities

### Responsibilities of Coordinator

See Statement of Work section 5.0.

### Responsibilities of Municipality

As requested, provide direction, input and support to CSWBP implementation, monitoring, evaluation and reporting.

Select municipalities may contribute to Coordinator hiring and any performance evaluation processes.

Provide funding per apportionment.

### Responsibility of Timiskaming Health Unit

Support the recruitment and selection of CSWBP Coordinator.

Provide supervisory oversight for the CSWBP Coordinator.

Invoice municipalities and maintain financial records.

## 7.0 Statement of Work

Part of the implementation of the Timiskaming CSWBP will be determining how to best operationalize this work. Clear roles, responsibilities, processes, practices, and concrete action plans will need to be designed. Monitoring and assessment of progress and impact will also be a crucial component of implementation. Other emerging priorities may also be considered through implementation planning. The coordinator will support the Steering Committee in achieving the following

### **Deliverables**

#### **THU Management**

- Create job posting, hire and onboard Coordinator.
- Supervise Coordinator, ensure performance feedback and evaluation.

Coordinator to support the following:

- Establishment of a Steering Committee with representative sample of municipal leadership to provide direction for the deliverables below.
- Determine governance structure see sample in Figure 1.
- Finalize Terms of Reference for steering committee and implementation teams/working groups outlining agreed upon principles, shared goals and roles.
- Considering available evidence, and implementation strategies required, confirm the priorities, goals, actions and scope of work.
- Engage community partners and people with lived experience and those who experience marginalization relevant to the priority area to inform the development of the strategies (policies, actions) in each area. Type of engagement will depend on funding available.
- Establish an implementation plan for the strategies in each area which clearly identifies roles, responsibilities, timelines, reporting relationships and requirements.
- Establish performance indicators.
- Monitor the actions identified in the implementation plan, whether it is the creation, expansion and/or coordination of programs, training, services, campaigns, etc.
- Monitor opportunities for funding and support grant applications.
- Report on progress with a public facing report.
- Two formal progress reports to municipal funders synchronous with invoicing, September of 2023 and March of 2024.

## 8.0 Term

12 months (April 1, 2023 to March 31 2024)

## 9.0 Termination / Suspension Clause

This MOA will remain in effect until March 31, 2024, unless it is terminated as provided in this MOU or amended in writing by a subsequent agreement executed by the parties' authorized representatives. This MOU may be cancelled upon 30 calendar days written notice by either the municipality or the THU.

## 10.0 Amendments

The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Municipality and Timiskaming Health Unit.

## 11.0 Accounts and Audits

Timiskaming Health Unit shall keep proper accounts and records of the cost of the work and all expenditures or commitments made.

## 12.0 Budget Apportionment per Municipality

Based on budget estimate of need for minimum of \$100,000 total for 2023-2024 funding year, the following amounts were calculated using THU apportionment percentages for municipalities. Those municipalities highlighted in red indicated to DTSSAB that they did not agree in principle to funding implementation of the Timiskaming CSWBP.

Municipality	THU %	Column1
Township of Armstrong	3.69%	\$3,690.00
Township of Brethour	0.35%	
Township of Casey	1.42%	\$1,420.00
Township of Chamberlain		\$0.00
Town of Charlton and Dack	1.99%	\$1,990.00
Town of Cobalt	3.80%	\$3,800.00
Township of Coleman	2.15%	\$2,150.00
Town of Englehart		\$0.00
Township of Evanturel	1.53%	\$1,530.00
Township of Gauthier	0.44%	\$440.00
Township of Harley	1.88%	\$1,880.00
Township of Harris	1.79%	\$1,790.00
Township of Hilliard	0.71%	\$710.00
Township of Hudson	1.55%	\$1,550.00
Township of James	1.37%	\$1,370.00
Township of Kerns	1.04%	\$1,040.00
Town of Kirkland Lake	26.09%	\$26,090.00
Township of Larder Lake	2.60%	\$2,600.00
Town of Latchford	1.18%	\$1,180.00
Township of Matachewan	1.10%	\$1,100.00
Township of McGarry	2.24%	\$2,240.00
City of Temiskaming Shores	33.86%	\$33,860.00
Village of Thornloe	0.26%	\$260.00
Municipality of Temagami	2.97%	\$2,970.00
<b>Budget Goal</b>		<b>\$100,000.00</b>
<b>Total actual</b>		<b>\$93,660.00</b>

13.0 Overall Budget

Approximate budget. FTE and operating dollars may need to be adjusted based on final municipal contribution.

	2023-2024 Budget
Salary and Benefits – 1.0 FTE Contract Coordinator	\$85,200
Operations such as Coordinator travel, communication dollars, translation, etc are yet TBD*	\$1,200
Admin (overhead costs to support and supervise the Coordinator)	\$9,090
Total Budget	\$95,494

14.0 Process for invoicing

THU will invoice municipalities in two installments Sept of 2023 and March of 2024.

15.0 Name of MOA Contacts and MOA Signatures of Agreement

Name and title of signing authority:

Timiskaming Health

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Municipality

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A

### Community Safety And Well-Being Plans Legislation

#### **PART XVI COMMUNITY SAFETY AND WELL-BEING PLANS**

##### **PREPARATION AND ADOPTION**

###### **Municipal community safety and well-being plan**

**248** (1) Every municipality shall prepare and, by resolution, adopt a community safety and well-being plan.

###### **May be prepared individually or jointly**

(2) The community safety and well-being plan may be prepared by the municipality individually or jointly in consultation with other municipalities or band councils.

###### **First community safety and well-being plan**

(3) A municipality must prepare and adopt its first community safety and well-being plan before the second anniversary of the day on which this section began applying to the municipality.

###### **Transition**

(4) Every community safety and well-being plan prepared and adopted under the *Police Services Act* before it was repealed shall be deemed to have been prepared and adopted under this Act.

###### **Same, deemed compliance**

(5) The Minister may deem a community safety and well-being plan to have met all of the requirements in section 250 if,

- (a) consultations to develop the plan were completed before January 1, 2019; and
- (b) in the Minister's opinion, the consultations substantially complied with the obligations set out in section 250.

###### **Same, time limit**

(6) If a municipality was required to prepare and adopt a community safety and well-being plan under section 143 of the *Police Services Act* but no plan was prepared and adopted before that Act was repealed, the two-year period under subsection (3) shall begin on the day section 143 of the *Police Services Act* first began applying to the municipality.

###### **First Nation community safety and well-being plan**

**249** (1) A band council of a First Nation may prepare and adopt a community safety and well-being plan.

###### **May be prepared individually or jointly**

(2) The community safety and well-being plan may be prepared by the band council individually or jointly in consultation with other band councils or municipalities.

###### **Preparation of plan by municipality**

**250** (1) A municipality that prepares a community safety and well-being plan shall establish an advisory committee.

###### **Joint preparation of plan**

(2) Despite subsection (1), a group of municipalities that are jointly preparing a community safety and well-being plan shall jointly establish and consult with a single advisory committee.

###### **Membership of committee**

(3) The advisory committee must, at a minimum, consist of the following members:

- 1. A person who represents,

- i. a local health integration network for a geographic area in which the municipality is located, as determined under the *Local Health System Integration Act, 2006*, or
- ii. an entity that provides services to improve the physical or mental health of individuals in the community or communities.
2. A person who represents an entity that provides educational services in the municipality.
3. A person who represents an entity that provides community or social services in the municipality, if there is such an entity.
4. A person who represents an entity that provides community or social services to children or youth in the municipality, if there is such an entity.
5. A person who represents an entity that provides custodial services to children or youth in the municipality, if there is such an entity.
6. An employee of the municipality or a member of the municipal council.
7. A person who represents the police service board or, if there is no police service board, the commander of the detachment of the Ontario Provincial Police that provides policing in the area or his or her delegate.
8. A chief of police of a police service that provides policing in the area or his or her delegate.
9. Any other person prescribed by the Minister.

#### **Single individual may meet multiple requirements**

- (4) A single individual may satisfy the requirements set out in multiple paragraphs of subsection (3).

#### **Same, joint plans**

- (5) If the community safety and well-being plan is prepared by a group of municipalities or band councils,
- (a) the members of the advisory committee shall be appointed by agreement of the participating municipalities and band councils; and
  - (b) the provisions of this Act that apply to community safety and well-being plans apply, with necessary modifications, to joint community safety and well-being plans.

#### **Considerations**

- (6) In appointing the members of the advisory committee, the municipality or municipalities shall consider the need to ensure that advisory committee is representative of the municipality or municipalities, having regard for the diversity of the population in the municipality or municipalities.

#### **Consultations**

- (7) In preparing a community safety and well-being plan, the municipality or municipalities shall,
- (a) consult with the advisory committee;
  - (b) consult with members of the public, including youth, individuals who have received or are receiving mental health or addictions services, members of racialized groups and of First Nation, Inuit and Métis communities, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve;
  - (c) consult with community organizations, including First Nation, Inuit and Métis organizations and community organizations that represent youth or members of racialized groups, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve; and
  - (d) comply with any consultation requirements that may be prescribed by the Minister.

#### **Use of information**

- (8) In preparing a community safety and well-being plan, the municipality or municipalities shall consider available information related to crime, victimization, addiction, drug overdose, suicide and any other risk factors prescribed by the Minister, including statistical information from Statistics Canada or other sources, in addition to the information obtained through its consultations.

#### **Other prescribed requirements**

- (9) The municipality or municipalities shall meet the requirements prescribed by the Minister, if any, in preparing their community safety and well-being plan.

#### **Transition**

(10) A community safety and well-being plan that was adopted in accordance with this section, as it read at the time, continues to be valid despite any intervening changes to this section.

#### **Content of community safety and well-being plan**

**251** A community safety and well-being plan shall,

- (a) identify risk factors in the municipality or First Nation, including, without limitation, systemic discrimination and other social factors that contribute to crime, victimization, addiction, drug overdose and suicide and any other risk factors prescribed by the Minister;
- (b) identify which risk factors the municipality or First Nation will treat as a priority to reduce;
- (c) identify strategies to reduce the prioritized risk factors, including providing new services, changing existing services, improving the integration of existing services or coordinating existing services in a different way;
- (d) set out measurable outcomes that the strategies are intended to produce;
- (e) address any other issues that may be prescribed by the Minister; and
- (f) contain any other information that may be prescribed by the Minister.

#### **Publication of community safety and well-being plan**

**252** A municipality that has adopted a community safety and well-being plan shall publish it on the Internet in accordance with the regulations made by the Minister, if any.

#### **Implementation of community safety and well-being plan**

**253** A municipality that has adopted a community safety and well-being plan shall take any actions that the plan requires it to take and shall encourage and assist other entities to take any actions the plan requires those entities to take.

### **REPORTING AND REVISION**

#### **Monitoring, evaluating and reporting**

**254** (1) A municipality that has adopted a community safety and well-being plan shall, in accordance with the regulations made by the Minister, if any, monitor, evaluate and report on the effect the plan is having, if any, on reducing the prioritized risk factors.

#### **Publication**

(2) The reports referred to in subsection (1) shall be published on the Internet in accordance with the regulations made by the Minister, if any.

#### **Revision by municipality**

**255** (1) A municipality that has adopted a community safety and well-being plan shall review and, if appropriate, revise the plan within the period prescribed by the Minister.

#### **Revision by band council**

(2) A band council that has adopted a community safety and well-being plan may review and, if appropriate, revise the plan within the period prescribed by the Minister.

#### **Process for revision**

(3) Sections 250 to 252 apply, with necessary modifications, to the revision of a community safety and well-being plan.

### **MISCELLANEOUS**

#### **Information to Minister**

**256** (1) Every municipality shall provide the Minister with any information prescribed by the Minister respecting,

- (a) the municipality's community safety and well-being plan, including the preparation, adoption or implementation of the plan;
- (b) any outcomes from the municipality's community safety and well-being plan; and
- (c) any other matter prescribed by the Minister related to the community safety and well-being plan.

**Time to comply**

(2) The municipality shall provide the information within the period prescribed by the Minister.

**No personal information**

(3) Personal information cannot be prescribed for the purposes of this section.

**Community safety and well-being planner**

**257** (1) The Minister may appoint a person as a community safety and well-being planner for a municipality if, in the Minister's opinion, the municipality has intentionally and repeatedly failed to comply with one of its obligations under this Part, other than section 253.

**Notice of appointment**

(2) The Minister shall give the municipality at least 30 days' notice before appointing the community safety and well-being planner.

**Term of office**

(3) The appointment of a community safety and well-being planner is valid until terminated by order of the Minister.

**Powers of planner**

(4) Unless the appointment provides otherwise, a community safety and well-being planner has the right to exercise any powers of the municipality that are necessary to prepare a community safety and well-being plan that the municipality could adopt.

**Same**

(5) The Minister may specify the powers and duties of a community safety and well-being planner appointed under this section and the terms and conditions governing those powers and duties.

**Right of access**

(6) A community safety and well-being planner appointed for a municipality has the same rights as the municipal council in respect of the documents, records and information of the municipality.

**Minister's directions**

(7) The Minister may issue directions to a community safety and well-being planner with regard to any matter within the jurisdiction of the planner.

**Directions to be followed**

(8) A community safety and well-being planner shall carry out every direction of the Minister.

**Report to Minister**

(9) A community safety and well-being planner shall report to the Minister as required by the Minister.

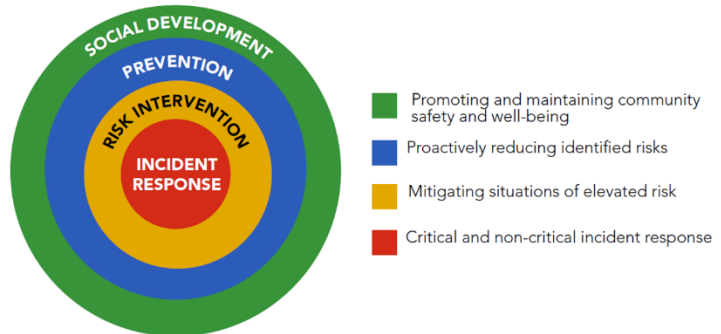
**Municipality to pay costs**

(10) The municipality shall pay the community safety and well-being planner's remuneration and expenses as set out in the regulations made by the Minister.

## Appendix B

The aim of the CSWBP is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression.

CSWB plans support safe and healthy communities through a community-based approach to address root causes of complex social issues. Planning seeks to achieve a proactive, balanced and collaborative approach to community safety and well-being across four key areas: social development, prevention, risk intervention, and incident response. See below for more detail.



Source: [Community safety and well-being planning framework: Booklet 3 - A shared commitment in Ontario \(2021\)](#) Accessed February 2023.

### Domains of the [Community Safety and Well-Being Planning Framework](#)

#### Social Development (Upstream)

- Social development requires long-term, multi-disciplinary efforts and investments to improve the social determinants of health and thereby reduce the probability of harm and victimization. Appropriate investment in social development will experience the social benefits of addressing root causes of crime and disorder.

#### Prevention (Midstream)

- Prevention involves proactively implementing evidence-based situational measures, policies or programs to reduce locally identified priority risks to community safety and well-being before they result in crime, victimization and/or harm.
- Opportunities to learn from prevention efforts can advise on strategic investment in social development.

#### Risk Intervention (Downstream)

- Risk intervention involves multiple sectors working together to address and/or interrupt escalating situations where there is an elevated risk of harm
- What is learned by mobilizing risk intervention can inform how investments and strategies are deployed in the prevention and social development areas.

#### Incident Response

- Immediate and reactionary responses that may involve a sense of urgency in response to crime or safety.
- Initiatives in this area alone cannot be relied upon to increase community safety and well-being.

# Appendix C

## Development of the Timiskaming CSWB Plan

In 2021 Timiskaming municipalities, including the municipality of Temagami, collectively engaged DTSSAB in a funding agreement to develop a Community Safety & Well-being Plan (CSWBP) as mandated under the Police Services Act.

A Steering Committee was established and LBCG Consulting for Impact was hired to facilitate the creation of a CSWB plan based on research, local data, and input from system leaders, community stakeholders and the public.

A larger Advisory committee was established in July of 2021 to assist with assessing the needs and assets across diverse municipalities in Timiskaming and identifying what strengths and efforts to build on to address gaps. This included integrating findings from a community survey developed to inform a local CSWBP.

### Project Process



In May of 2022, Timiskaming municipalities received a presentation on the draft plan with an opportunity to provide feedback. The presentation included next step recommendations given that the creation of the plan is the beginning of a collective path towards improving safety and well-being in the area. The presentation and CSWBP document underscored that the Plan was developed with the intent that all 23 municipalities in the Timiskaming District and the Municipality of Temagami municipalities would accept and adopt this plan and work collaboratively to achieve its goals.

Given that the development of a CSWB Plan is only a starting point. The priorities identified in a CSWB Plan require coordinated action across sectors and partner groups. Based on input through the development process, LBCG Consulting for Impact recommended that a Plan Lead be established to coordinate the plan’s implementation. This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments.

LBCG Consulting for Impact also noted that as things evolve and the plan matures, there is opportunity to adjust the scope of goals and activities. The CSWB Plan itself will be important for shared district planning between community partners and informing the community at large of the way forward. Collectively, for the CSWB Plan to be a successful living document, it will serve to assist in improving the coordination of services, collaboration, information sharing, advocacy and partnerships among local government, agencies, and organizations, and ultimately improving the quality of life for Timiskaming District’s residents.

In presenting the plan, municipalities were asked to prepare a Report to Council that puts forth a motion to council for its adoption and support in principle of funding its’ implementation based on sample apportionment amounts provided (see appendix D).

In June, DTSSAB sent municipalities an email package with the final CSWBP as well as supporting documents such as an Excel table outlining the various high and low allotment costs for each municipality based on the initial high level budget estimate of a district-wide funding approach to the plan.

In October of 2022, correspondence was sent to heads of council received from DTSSAB reiterating the CSWBP status and next steps with respect to municipal adoption and funding for implementation. This correspondence indicated that Timiskaming Health Unit would assume the point of contact and coordination of next steps for implementation (see Appendix E).

## Appendix D

### Proposed Motion to Adopt and support the Timiskaming District CSWBP

BE IT RESOLVED That the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, and

That the Town of XXX approve in principle a contribution for a Community Safety and Well-being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district-wide funding approach.

# Estimated High-level Budget

- We are asking that you **accept in principle** these types of anticipated costs for the implementation of the CSWB Plan.
  - By **properly resourcing the plan** then we will set it up for success and achieve the impact it aspires to.
  - A **detailed budget will be forthcoming** from the confirmed Plan Lead before fully actioning the implementation.
  - Anticipating that implementation actions will likely not be started in earnest until the fall the annual contributions would be **prorated** (e.g.  $\frac{1}{3}$  -  $\frac{1}{4}$ ) for the 2022 budget.
- Based on the current district apportionment structure used by the DTSSAB, the following costs would be funded through a district wide approach:
  - CSWB Plan coordinator resource (0.5- 1 FTE): \$40,000 - \$80,000
  - CSWB Plan leadership role (e.g. chair) (0.1- 0.2 FTE): \$11,000 - \$22,000
  - CSWB Plan operating budget: \$20,000
  - CSWB Plan Lead organization’s overhead costs: \$10,000

**Estimated annual total: \$81,000 - \$132,000**

## Appendix E

### DTSSAB Correspondence to Heads of Council re: CSWB Plan October 2022



District of Timiskaming Social Services Administration Board  
Conseil d'administration des services sociaux du district de Timiskaming

2022/10/31

Dear Head of Council/Chief Administrative  
Officer/Municipal Clerk:



As per the requirement under the Ministry of the Solicitor General, all municipalities were charged with the creation and implementation of a Community Safety and Well-Being (CSWB) Plan. Please see a link below to the Ontario government's details and support on the subject:

<https://www.ontario.ca/document/community-safety-and-well-being-planning-framework-booklet-3-shared-commitment-ontario/message-deputy-minister-community-safety-behalf-deputy>

At the request of municipalities, as reflected in the resolutions passed at their respective councils, a steering and advisory committee was created and the District of Timiskaming Social Services Administration Board (DTSSAB) contracted LBCG Consultants to draft the district-wide Community Safety and Well-Being Plan. The Plan has since been presented to municipalities, to a meeting of district-wide Clerks, and the respective invoices distributed. The Plan, the municipality briefing, and the presentation are attached to this correspondence for your information. The accomplishment of these milestones indicates the completion of the DTSSAB's role in the creation of a district-wide Community Safety Well-Being Plan.

For the next phase, the Timiskaming Health Unit (THU) will be stepping into the role of point of contact. This transition speaks to the wealth of crossover between the Timiskaming Health Unit's objectives and those of the CSWB Plan.

The responsibility of the implementation of the Community Safety Well-Being Plan resides with each municipality. The Timiskaming Health Unit will move forward with those municipalities who have approved the plan at council and the contribution to the implementation of the plan in principle.

The DTSSAB appreciated the opportunity to collaborate with the steering and advisory committee in the creation of the CSWB Plan and looks forward to supporting its implementation across the district as a community partner.

Sincerely,

Chief Administrative Officer  
District of Timiskaming Social Services Administration Board

PO Box 6006/CP 6006  
290 Armstrong St./290, rue Armstrong  
New Liskeard ON P0J 1P0

Phone/Téléphone: 705-647-7447  
1-800-627-2944  
Fax/Télécoeur: 705-647-5267

PO Box 310/ CP 310  
29 Duncan Ave. N/29, ave Duncan N  
Kirkland Lake ON P2N 3H7

Phone/Téléphone: 705-567-9366  
1-888-544-5555  
Fax/Télécoeur: 705-567-9492





THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 23-013

---

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWN OF KIRKLAND LAKE TO ENTER INTO AN AGREEMENT WITH THE UNITED STEELWORKERS LOCAL 2020.**

---

**WHEREAS** Section 10 (1) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Council wishes to renew its Collective Agreement with the United Steelworkers Local 2020 (USW Local 2020);

**AND WHEREAS** on February 3, 2023, the Negotiating Team entered into a Memorandum of Settlement agreeing to a Collective Agreement, subject to ratification;

**AND WHEREAS** Council approved the Memorandum of Settlement with the USW Local 2020 on February 21, 2023.

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

- 1     **THAT** the Mayor and Municipal Clerk are hereby authorized to sign the attached Collective Agreement marked as Schedule 'A' to this By-Law and to affix thereto the Corporate Seal.
- 2     **AND THAT** this By-law shall come into force and effect immediately upon passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7th DAY OF MARCH, 2023.**

---

Stacy Wight, Mayor

---

Jennifer Montreuil, Municipal Clerk

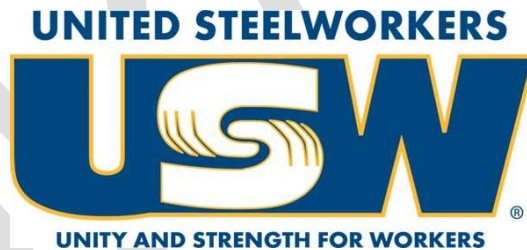
Schedule 'A'

Corporation of the Town of Kirkland Lake



And

United Steelworkers Local 2020  
(Representing all Volunteer Firefighters for the  
Corporation of the Town of Kirkland Lake)



For the Period of:

February 5, 2020~~3~~ to February 4, 202~~3~~~~6~~

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Corporation for the Town of Kirkland Lake (hereinafter, the "Corporation"), and the United Steelworkers Local 2020 (hereinafter, the "Union"), and to provide terms for conditions of their working relationship and settlement of grievances.
- 1.02 As a means to a safe and efficient operation, the parties agree to have an ongoing harmonious relationship by addressing any differences in an amicable and prompt manner, and to promote the health and safety of the Volunteers.
- 1.03 The parties recognize that the provisions contained herein shall be interpreted in accordance with the Ontario *Labour Relations Act*, the Ontario *Human Rights Code*, and any other applicable legislation.
- 1.04 The common goal is to contribute to the efficiency of operations and to offer a better service to the citizens of the Town of Kirkland Lake.
- 1.05 The Corporation of the Town of Kirkland Lake (hereinafter, the "Corporation") and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any Volunteer by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, or by reason of activity in the Union. Furthermore, the Corporation and the Union agree that their representatives and members will adhere to the provisions contained in the *Human Rights Code of Ontario*, as amended.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Corporation recognizes the United Steelworkers as the sole bargaining agent for all Volunteer firefighters, as defined by the *Fire Protection and Prevention Act*, employed by the Corporation of the Town of Kirkland Lake, save and except District Chiefs and those above the rank of District Chief.
- 2.02 Except in the measures accepted by each of the parties and with respect to the current practice regarding professional firefighters and the operation of the Kirkland Lake Fire Services, including mutual assistance between the municipalities and automatic aid, the jurisdiction of the agreement extends to any duties normally performed by Volunteers in the bargaining unit, such duties will not be assigned to anyone outside that unit.
- 2.03 In this Agreement, the masculine includes the feminine, the singular includes the plural and vice versa, where applicable.
- 2.04 The phrase "working day(s)" when used in this Agreement shall exclude Saturdays, Sundays and days on which the Corporation's Administration Offices are closed.

2.05 The "Brigade" shall be known in this Agreement as the Kirkland Lake Volunteer Fire Brigade and shall work directly under the Fire Chief and his officers as an integral part of the Town of Kirkland Lake Fire Services.

2.06 A Volunteer must attend annually a minimum of 30% of all calls and 70% of all non-mandatory training, and 100% of mandatory training, ~~to be a Volunteer in good standing.~~

Within 3 months of the execution of this Agreement, a joint committee shall meet to establish a framework to determine application and enforcement of this section, as well as to address the schedule for training. The joint committee shall consist of two (2) members from the Union and two (2) members from the Corporation. They shall meet at least every six (6) months to review the framework and the schedule. Both Parties must agree to any changes.

2.07 The Corporation shall run an on-going media campaign advising the public that Volunteers are an integral part of the Kirkland Lake Fire Services, and that they can be identified when green lights are flashing, which requires vehicles to pull over and to give them the right of way. The media campaign shall also recognize and thank the Volunteers for their work and ongoing contribution to the safety of residents and their contribution to the community. A permanent message shall be posted on the Corporation's website acknowledging the Brigade as a volunteer organization. The Brigade Secretary shall inform the Corporation of any ongoing good work in the community.

### **ARTICLE 3 - UNION SECURITY**

3.01 Each Volunteer shall, as a condition of their Volunteer status, maintain their membership in the Union by paying the appropriate Union dues for the duration of the Agreement. This shall be done by the lump sum. Dues shall be remitted as per Article 3.02.

3.02 Volunteers will pay their Union initiation fees, dues, monies and assessments from the monthly lump sum honorarium paid by the Corporation. The amount of dues shall be calculated in accordance with the Union's Constitution. The dues remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station Toronto, Ontario, M5L 1K1, in such form as shall be directed by the Union to the Corporation along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.

### **ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

4.01 The Union acknowledges that the Corporation has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- a) maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the Volunteers;
- b) hire, retire, classify, direct, transfer, promote, demote, assign Volunteers to tasks, layoff, discipline, suspend or discharge Volunteers; to plan and control operations; to select and retrain Volunteers for positions excluded from the bargaining unit, provided the written consent of such Volunteer is first obtained; and to transfer Volunteers into the bargaining unit;
- c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

4.02 The Corporation agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

#### **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Corporation acknowledges the right of the Union to appoint or otherwise select committees and stewards as follows:

- One Unit President;
- Two (2) Stewards.

Each steward can have a substitute who will be able to act as a regular steward only in cases where his regular steward is absent. The name of the Unit President and each of the Stewards shall be given to the Corporation in writing.

5.02 The dates and times of all meetings are determined by the Corporation after consultation with the Union and taking into account the obligations of the Union representatives with respect to their regular Corporation, as the case may be.

5.03 The Union Negotiating Committee will consist of not more than Two (2) members, one of which will be the Unit President. This will be subject to Local 2020 By-Laws and the numbers the Bargaining Unit has at the time of negotiations.

5.04 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal of this Agreement.

5.05 The Union Grievance Committee will consist of the Grievor, the Steward and/or the Unit President. The International Staff Representative or the Local President may also attend in person or via conference call.

- 5.06 A Labour/Management Committee will be recognized, consisting of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Corporation. The Committee will meet quarterly each year to discuss labour relations issues or problems other than Grievances and issues pertaining to the working relationships between the parties. It is understood that the function of the Labour/Management Committee will not conflict with the role of the Negotiating Committee.

**5.07 In the event a first responder perishes in the line of duty in North Eastern Ontario, the Corporation will cover the cost of travel and accommodation for one member to attend the funeral service of the first responder.**

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 The Union agrees that during the term of this Agreement and while negotiations for a further agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Corporation's operation through its members.
- 6.02 The Corporation agrees that during the term of this Agreement, and while negotiations for a further agreement are taking place, the Corporation shall not lock out any of the Volunteers.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 A grievance is defined to be any difference between the parties or between a Volunteer and the Corporation, relating to the interpretation, application or administration of this Agreement.
- 7.02 It is of the utmost importance to adjust grievances as quickly as possible. To be considered, a grievance must be presented within ten (10) days from when the circumstances giving rise to it occurred or originated. The time limit, in this Article may be extended by mutual written agreement. Saturdays, Sundays and Statutory Holidays are excluded from the time limits in this Article.
- Step 1 A Volunteer(s) or the designated Union Representation having a complaint should discuss it with the Fire Chief first, accompanied by his Union Steward or a Union Grievance Committee member. If no settlement is reached, the matter may be formalized as a grievance and dealt with as follows;
- Step 2 The grievance shall be presented in writing by the Grievor(s) and his Union Steward or a Union Grievance Committee member, to the Fire Chief who shall render his decision in writing, within ten (10) working days from such presentation. If no settlement is reached, then;
- Step 3 Within five (5) working days from receipt of the decision at Step 2, the Union shall submit the grievance to the Chief Administrative Officer who

shall meet with the Union Grievance Committee, the following month of the grievance, on a date mutually agreed upon, to consider Step 3 grievances.

The Corporation will render their decision in writing within ten (10) working days from such meeting.

- 7.03 If no settlement is reached at Step 3, the matter may be referred in writing by either party to arbitration within thirty (30) days from receipt of the decision at Step 3.
- 7.04 A Group grievance on behalf of more than one (1) Volunteer may be presented directly at Step 1, listing the names of the Grievors. Failing to resolve the matter at Step 1 the grievance shall be heard at Step 2 of the grievance procedure.
- 7.05 A Policy grievance will confine itself to matters relating to the interpretation, administration, application or alleged violation of the Agreement. A Policy grievance shall be first discussed with the Chief Administrative Officer. Following this discussion, the grievance may proceed to Step 3 of the grievance procedure.

#### Arbitration

- 7.06 The arbitrator or the board will have no authority to alter, change, or modify any of the terms and conditions of this Agreement. Any question as to arbitrability will be determined by the arbitrator.
- 7.07 The decision of the arbitrator will be final and binding. Each party to this Agreement will equally pay the fees and expenses of the arbitrator.
- 7.08 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.09 The parties shall mutually agree upon a single arbitrator, and all arbitration meetings and hearings shall be held in the Town of Kirkland Lake. Failing agreement, the grieving party shall have the Ministry appoint an Arbitrator as per Section 48 or 49 of the *Labour Relations Act*.
- 7.10 Should the Corporation fail to state its answer or decision on a grievance at any stage within the time limits, the grievance shall be advanced automatically to the next step of the grievance procedure up to Arbitration.

#### **ARTICLE 8 - DISCIPLINARY MEASURES**

- 8.01 A grievance relating to a claim that a Volunteer, who has completed their probationary period, has been unjustly suspended or discharged shall be



submitted in writing, commencing at Step 3 of the grievance procedure, within five (5) working days of the effective date of the suspension or discharge.

- 8.02 Discipline given to a Volunteer shall only remain on file for a period of eighteen (18) months, after which it shall be removed from their personnel file provided the Employee has no further similar incident during the subsequent eighteen (18) months.

## **ARTICLE 9 - SENIORITY**

- 9.01 The parties hereto will ensure compliance with the principle of seniority of granting preference to Volunteers in accordance with length of continuous service in the bargaining unit unless specified otherwise in this Agreement.
- 9.02 Seniority, as referred to in the Agreement, shall mean length of continuous service as a Volunteer, with the Kirkland Lake Fire Services.
- 9.03 a) A new Volunteer shall serve a probationary period of twelve (12) months, completing all required training by six (6) months of practical work in the field before acquiring seniority rights; thereupon, his seniority shall be established, dating back to his first day of volunteering. A probationary Volunteer may be terminated for just and sufficient cause, without recourse to the grievance procedure.
- b) When two (2) or more Volunteers are hired on the same day, their seniority order shall be determined by alphabetical order of name and surname.

In all cases of filling job vacancies from within the Bargaining Unit, or a decrease or an increase in the workforce, or a transfer within the Bargaining Unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered;

- (a) knowledge, skill and ability to perform the work in question; and
- (b) the seniority of the Volunteers involved.

When the factors in (a) are relatively equal between two (2) or more Volunteers, factor (b) shall govern. In the case of a transfer within the bargaining unit, offers will be made according to seniority in rank.

- 9.04 For the purpose of a layoff and recall to work following a layoff, probationary Volunteers will be laid off first. Thereafter, Volunteers will be laid off in reverse order of seniority, that is to say, Volunteers with the least seniority.
- 9.05 When recalling Volunteers from a layoff, the Corporation will notify them by registered mail. The Volunteer must contact the Human Resources Department to confirm his return to work arrangements.

9.06 Seniority shall continue to accumulate in the following circumstances during:

- a) an authorized leave of absence;
- b) an absence due to sickness or accident; and
- c) an absence due to layoff for up to thirty-six (36) months.

9.07 Seniority shall terminate and a Volunteer shall cease to be a volunteer for the Corporation when he:

- a) voluntarily quits the Brigade;
- b) is discharged and is not reinstated through the grievance procedure or arbitration; or
- c) retires.

9.08 Number of Volunteers

The Corporation shall maintain the total available Volunteer compliment of thirty (30) Volunteer positions, subject to availability of suitable candidates.

#### **ARTICLE 10 - HEALTH AND SAFETY**

10.01 a) The Corporation will maintain and take all reasonable steps to ensure the health and safety of its Volunteers; the Union, management and all affected Volunteers will also take all reasonable steps to comply with the health and safety requirements.

b) A joint occupational health and safety committee must be maintained and operated in accordance with the *Occupational Health and Safety Act* and the direction issued to that effect.

c) Every three years, the Corporation will assume the costs of training for two committee members to become certified in occupational health and safety per the *Occupational Health and Safety Act*.

10.02 The Joint Health and Safety Committee ("JHSC") shall consist of two (2) members being from the Union and two (2) members belonging to the Corporation. One (1) member from each party shall be certified as per the *Occupational Health and Safety Act*. The First Class Firefighters shall form part of the JHSC as per their entitlements under their Collective Agreement.

10.03 The time and location for these meetings will be as established by the Committee and the meetings will be held quarterly, unless mutually agreed otherwise.

10.04 Any Volunteer who is not a JHSC member, shall be allowed to attend these meetings, without pay, as a guest to provide insight.

#### **ARTICLE 11 - WORKPLACE INJURY**

##### **Workplace Safety and Insurance Board (WSIB)**

11.01 Volunteers are covered by the WSIB in the event of an injury caused by performing their firefighting duties to the maximum amount of earnings insurable by the Workplace Safety and Insurance Board.

#### **ARTICLE 12 - LIABILITY INSURANCE**

12.01 The Corporation will pay the full cost (100%) of the liability insurance coverage.

The Corporation reserves the right to choose the liability insurer while maintaining the same level of protection, and will notify the Union if the insurer has changed.

In the event of a claim to the liability insurer, the Corporation assumes no responsibility for the decision of the insurer.

The Corporation will post a copy of the liability insurance policy on the Brigade's bulletin board annually.

The Corporation will ensure the Volunteers will have the same coverage as the First Class Firefighters.

#### **ARTICLE 13 - MEDICAL DOCUMENTATION**

13.01 The Corporation shall reimburse all medical documentation and examinations required by the Corporation at one hundred (100%) percent of the cost of the required certificate.

#### **ARTICLE 14 - BULLETIN BOARD**

14.01 The Corporation will provide one (1) bulletin board in the Fire Hall, for the posting of Union notices and bulletins which shall be dated and signed before posting, by the Unit President or his designate, or by a Union Representative.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 Leave of absence without pay for a reasonable period when approved by the Fire Chief will be allowed by the Corporation. Seniority shall accumulate during such leave. A Volunteer requesting a leave of absence shall do so in writing setting out the reasons for the leave and the duration.

15.02 The Corporation will grant leave of absence, as requested by the Union for three (3) Volunteers, to attend Union conventions, training or to conduct Union business. Such leave shall not exceed an aggregate of sixty-five (65) working days in any one

calendar year. The Union shall give the Corporation at least two (2) weeks' written notice designating the Volunteers for whom leave is requested.

#### **ARTICLE 16 - MISCELLANEOUS**

16.01 The Corporation shall provide an adequate supply of copies of the Collective Agreement to the Brigade, in booklet form.

16.02 The Corporation shall supply one green light per Volunteer.

#### **ARTICLE 17 - UNIFORM/PERSONAL PROTECTIVE EQUIPMENT**

17.01 The Corporation shall supply each new Volunteer with the following:

- a) ~~After the probationary period expires~~**Once cleared to attend fire calls**, one (1) pair of tactical pants, one (1) shirt, and one (1) sweater, which shall only be worn for training purposes and related duties; and
- b) After ~~five~~**three** (53) full years of service, one (1) dress uniform (shirt, tie, tunic, pants, cap).

The Volunteer shall go to the Fire Chief if there is a replacement needed.

17.02 The Corporation shall supply corrective vision lens in the self-contained breathing apparatus to Volunteers who require corrective lenses as a requirement of their driver's license. A change in prescription to a Volunteer eligible for corrective vision lens in the self-contained breathing apparatus shall be updated no earlier than every 2 years. The Volunteer shall provide a copy of the prescription from a qualified optometrist to the Corporation.

17.03 The Corporation shall provide all personal protective equipment to the Volunteers, at no cost to the Volunteers.

**17.04 In addition to the above workwear provisions, after three (3) years of service, the Corporation will reimburse volunteers the cost of safety boots as part of their dress uniform up to a maximum of \$200. The boots can be purchased from a vendor approved by the Fire Chief to ensure uniformity.**

**Boots are to be maintained and kept at the fire hall. The Volunteer shall go to the Fire Chief if there is a replacement needed for approval.**

#### **ARTICLE 18 - MEALS**

18.01 Upon the approval of the Fire Chief or their designate, a reasonable meal will be provided by the Fire Department to all Volunteers responding to an emergency call of three (3) hours or more.

## **ARTICLE 19 - LICENSING AND TRAINING**

- 19.01 All Volunteers must maintain a valid Ontario driver's license. Volunteers must notify the Fire Chief within forty-eight (48) hours if any change in their driver's license status such as, but not limited to, suspension, and restrictions added to license.
- 19.02 The Volunteers shall have the opportunity to maintain a valid minimum class DZ driver's licence. Any costs to maintain the minimum class DZ driver's licence shall be paid by the Corporation.
- 19.03 All Volunteers must maintain a current Standard First Aid certification. The Corporation shall pay for the Volunteers' maintenance of the Standard First Aid Certification.
- 19.04 A Volunteer who has successfully completed Level 1 of and Level 2 National Fire Protection Association 1001 certification shall be considered equal to the college program for application to a full time firefighter position with the Corporation.
- 19.05 If a volunteer is absent during a fire call due to training or on Union business, the volunteer will be deemed to have attended the fire call if previous notice has been given to the Union President and Fire Chief.**

## **ARTICLE 20 - RECOGNITION/RETIREMENT**

- 20.01 When a Volunteer leaves the Brigade they will be recognized as per the Corporation's Recognition Procedure.

## **ARTICLE 21 - WAGES/HONORARIUM**

- 21.01 The Corporation shall continue to pay the Volunteers in the following manner and amounts:
- a) This honorarium shall mirror the full wages of a First Class Firefighter, which is \$93,737, and follow any increases that may occur;
  - b) The honorarium shall be divided by 12, and that amount shall be paid out monthly to the Brigade.

## **ARTICLE 22 - CORRESPONDENCE**

- 22.01 Official correspondence between the Corporation and the Union will be in English and addressed as follows:

To the Corporation: Corporation of the Town of Kirkland Lake  
Attention: Kirkland Lake Fire Chief  
Box 1757  
Kirkland Lake, Ontario, P2N 3P4

To the Union: USW  
66 Brady Street  
Sudbury, Ontario  
P3B 1C8 705-675-2461

### **ARTICLE 23 - DURATION**

23.01 This Agreement shall remain in force from February 5, 2020<sup>3</sup> until February 4, 2023<sup>6</sup>, and shall continue to be in force from year to year unless in any year not more than ninety (90) days, and not less than sixty (60) days, before the date of its termination, either party shall furnish the other with of termination or proposed revision of this Agreement. In the event that a new Agreement has not been entered into at the expiry of this Agreement, the terms and provisions of this Agreement shall remain in force until a new Agreement is reached, pursuant to the terms of the *Labour Relations Act*.

#### **Only in the Memorandum:**

~~The Corporation and the Volunteers shall work on a policy to address the proper dispatch process. This shall be done within sixty (60) days from the ratification of the Agreement.~~

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**For the Union**

**For the Employer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

**BY-LAW NUMBER 23-014**

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**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT  
BETWEEN TEAM NORTHERN THROTTLE (TNT) AND THE CORPORATION OF THE  
TOWN OF KIRKLAND LAKE FOR THE USE OF THE AIRPORT FACILITY FOR AN  
ANNUAL DRAG RACING EVENT**

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**WHEREAS** the Team Northern Throttle has annually hosted drag racing events in the Town of Kirkland Lake at the Municipal Airport;

**AND WHEREAS** Council has annually recognized the importance of supporting local groups hosting community engagement and tourism attraction;

**AND WHEREAS** the request from Team Northern Throttle to host their annual summer drag racing events is consistent with the Town's strategic priorities;

**AND WHEREAS** on March 7, 2023, Council for The Corporation of The Town of Kirkland Lake resolved in approving Team Northern Throttle's exclusive use of the Kirkland Lake Airport to host Drag Racing Events between June 21 and June 26, 2023 inclusive, and between August 16 and August 21, 2023 inclusive.

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

1. **THAT** the Mayor and Municipal Clerk are hereby authorized to execute a Facility Use Agreement between The Corporation of The Town of Kirkland Lake and Team Northern Throttle, for the exclusive use of the Kirkland Lake Airport for their 2023 Drag Racing Events, a copy of which the said agreement and order pages are attached and marked as Schedule 'A' to this By-Law.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7<sup>TH</sup> DAY  
OF MARCH, 2023.**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk

**FACILITY USE AGREEMENT**

THIS AGREEMENT made this\_\_\_\_\_ day of March, 2023

B E T W E E N:

CORPORATION OF THE TOWN OF KIRKLAND LAKE  
(hereinafter referred to as “Kirkland Lake”)

-and-

TEAM NORTHERN THROTTLE FOR FAMILY EVENTS  
(hereinafter referred to as “TNT”)

**WHEREAS** Kirkland Lake will allow TNT to use the Town of Kirkland Lake Municipal Airport property to host the 2023 Team Northern Throttle Summer Drag Race Events;

**AND WHEREAS** the Events will take place from 8:00 am on June 21<sup>st</sup>, 2023 to 4:00 pm on June 26<sup>th</sup>, 2023, and 8:00 am on August 16<sup>th</sup>, 2023 to 4:00 pm on August 21<sup>nd</sup>, 2023;

**NOW, THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

**ARTICLE 1 – DEFINITIONS**

***Airport*** – means the Town of Kirkland Lake’s Airport located at 115 Airport Road, Kirkland Lake, Ontario P2N 3P4.

***Airport Manager*** – means the Kirkland Lake Airport Manager, or designate.

***Airport Users*** – includes any airplane, helicopter or other aircraft that lands, takes off or refuels at the Airport.

***Emergency Situation*** – means an occasion, situation or instance, natural or man made that would require action to save a life, protect the public or Airport property.

***Event*** – means the Drag Race event held by TNT at the Kirkland Lake Airport from 8:00 am on June 21<sup>st</sup>, 2023, to 4:00 pm on June 26<sup>th</sup>, 2023, and 8:00 am on August 16<sup>th</sup>, 2023 to 4:00 pm on August 21<sup>nd</sup>, 2023.

***NOTAM*** – means a Notice to Airman which is filed with and provided by Transport Canada.



## **ARTICLE 2 - RESPONSIBILITY OF KIRKLAND LAKE**

- 2.1 Kirkland Lake shall notify, by mail, all Airport Users of the closure of the Airport.
- 2.2 Kirkland Lake shall ensure that a NOTAM is made and will include the following information:
  - a) Duration of Airport closure;
  - b) There will be no landings or take-offs during the airport closure.

## **ARTICLE 3 – RESPONSIBILITY OF TNT**

- 3.1 TNT shall pay a user fee to Kirkland Lake as set out in the Town's User Fee By- Law.
- 3.2 TNT shall be responsible for damaged or missing equipment/property belonging to the Airport.
- 3.3 Should TNT damage or lose equipment/property belonging to the Town of Kirkland Lake or the Airport, TNT may meet with the Airport Manager and attempt to resolve the issue and failing to do so will result in TNT being responsible for paying the cost associated with replacing/repairing such equipment/property.
- 3.4 TNT shall maintain a high level of safety/security at the Airport and at the Event.
- 3.5 TNT shall not erect any object or item from the ground or penetrate any object or item into the ground without the first ensuring there are no cables, piping or underground wiring present.
- 3.6 TNT shall not paint, mark or alter the runway surface or asphalt in any way without first obtaining written permission from the Airport Manager.
- 3.7 TNT will be responsible for cleaning and removing the following no later than 4:00 pm on June 26<sup>th</sup>, 2023, and 4:00 pm on August 21st, 2023:
  - a) food product;
  - b) debris;
  - c) wooden stakes;
  - d) garbage from the Event; and
  - e) any other material as required by the Airport Manager.

The Airport Manager shall inspect the premises to review and provide to TNT the items that must be completed prior to TNT vacating the site.

- 3.8 TNT shall remove, relocate and restock all equipment, barriers, campers, snow fencing, port-a-potties, stakes, garbage, and any other material, equipment or apparatuses used for the Event. Anything that is left inside the gates at the Airport must be placed outside the property before 4:00pm on June 26<sup>th</sup>, 2023, and 4:00 pm on August 21st, 2023.

- 3.9 TNT shall erect protection for all aviation lighting, outdoor buildings, pumps and equipment for the duration of the Event.
- 3.10 TNT shall provide a list of TNT contact names and a list of their responsibilities to The Town of Kirkland Lake no later than one (1) week prior to the Event.
- 3.11 TNT shall empty and clean all municipal outhouses that were used for the Event.
- 3.12 TNT shall ensure that all on site electrical work, if required, is in compliance with the *Ontario Electrical Code* and performed by a licensed electrician and inspected by a governing electrical authority.
- 3.13 TNT shall not use any printed material displaying the Town of Kirkland Lake's text or logo unless approval has been granted in writing by the Chief Administrative Officer of the Town of Kirkland Lake.
- 3.14 TNT shall comply with all applicable sections of the Town of Kirkland Lake "*Alcohol Management Policy*".
- 3.15 TNT shall submit a current *Emergency Response Plan*, including a site plan, at least three (3) weeks prior to the Event and shall meet with the Town of Kirkland Lake one (1) week in advance of the Event to review the plan and any outstanding issues related to the Event.
- 3.16 TNT shall ensure all attendees of the Event are not in violation of the *Highway Traffic Act, 1990, Off Road Vehicles Act, 1990, Liquor License Act, 1990* and any regulations thereunder and any other applicable Legislation.

#### **ARTICLE 4 – ACCESS**

- 4.1 The Town of Kirkland Lake shall permit the use of the Airport grounds and designated areas within the terminal as shown in the sketch attached at Schedule "A". The area shaded in red described as the "Office" is off limits to TNT and any Event attendees.
- 4.2 Only TNT personnel will be allowed access to available areas within the terminal solely for the purpose of using the washroom facility and waiting room. General admission to these areas are prohibited.
- 4.3 There shall be no access to the hangars which includes privately owned hangers.
- 4.4 TNT will be responsible to ensure no access into the hangars.

## **ARTICLE 5 – TNT’S USE OF KIRKLAND LAKES EQUIPMENT/ITEMS**

- 5.1 The Town of Kirkland Lake grants permission to TNT to use the following items:
- a) concrete barriers;
  - b) snow fencing and t-rails;
  - c) signage;
  - d) 45 gallon drums for start line water and garbage pails;
  - e) hand wash station;
  - f) traffic cones; and
  - g) outhouses
- 5.2 The Town of Kirkland Lake does not guarantee the condition or quantity of the items listed in Article 5.1(a)-(h). TNT is responsible for ensuring that any and all items used in Article 5.1(a)-(h) are in safe operating condition.

## **ARTICLE 6 – INSURANCE**

- 6.1 TNT shall obtain \$5,000,000.00 in liability insurance listing and co-insuring The Town of Kirkland Lake.
- 6.2 TNT shall provide The Town of Kirkland Lake proof of the insurance policy referenced in Article 6.1 and TNT will not be allowed on to the property until proof of such policy is provided to The Town of Kirkland Lake.
- 6.3 The insurance policy referred to in Article 6.1 shall cover all aspects of the event including any side acts, events, licensed areas and activities.

## **ARTICLE 7 – INDEMNITY**

- 7.1 The Town of Kirkland Lake and TNT acknowledge that TNT agrees to indemnify The Town of Kirkland Lake from and against any and all losses, costs, expenses, claims, or damages arising out of any suit, action, or judgement brought against The Town of Kirkland Lake or TNT as a result of their participation in the Event.
- 7.2 TNT hereby covenants that it shall not under any circumstances commence or pursue any suit, action, claim or other form of legal or administrative proceeding of any nature or kind whatsoever against The Town of Kirkland Lake or its agents with respect to the Event.
- 7.3 TNT and its attendees to the Event assume the risk of entering onto the Airport property and partaking in the Event activities and waives any and all claims and defenses that may arise from injury or loss from the Event.

## ARTICLE 8 – MISCELLANEOUS

- 8.1 This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- 8.2 Neither party shall assign this Agreement without prior written consent of the other party.
- 8.3 Neither party may waive or release any of its rights under this Agreement except in writing.
- 8.4 This entire Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussion, and communications, whether oral or in writing.
- 8.5 Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of the Agreement.
- 8.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
- 8.7 The article headings in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement at the Town of Kirkland Lake in the Province of Ontario this \_\_\_\_\_ day of March, 2023.

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STACY WIGHT, MAYOR  
THE CORPORATION OF THE TOWN OF  
KIRKLAND LAKE

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BLAIR PRESTON, PRESIDENT  
TEAM NORTHERN THROTTLE FOR  
FAMILY EVENTS

---

JENNIFER MONTREUIL, CLERK  
THE CORPORATION OF THE TOWN OF  
KIRKLAND LAKE

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MIKE ROMAIN, VICE PRESIDENT  
TEAM NORTHERN THROTTLE FOR  
FAMILY EVENTS

## SCHEDULE "A"





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

**BY-LAW NUMBER 23-015**

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**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF PARTS 1 & 2, 54R-6325 TO RENE EMMELL**

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

**AND WHEREAS** By-Law 09-064 was in force on the date of the sale or disposition of the property described as Parts 1 & 2, 54R-6325;

**AND WHEREAS** the Municipality stopped up and closed the Road Allowance and declared the said lands as Surplus on February 4, 2020;

**AND WHEREAS** the Municipality received an offer to purchase land described as Parts 1 & 2, 54R-6325;

**AND WHEREAS** on February 21, 2023, Council for The Corporation of The Town of Kirkland Lake resolved for the disposition of the above-described lands to Mr. Rene Emmell;

**AND WHEREAS** the Municipality provided public notice of the Town's intent to sell of dispose of the property on February 21, 2023;

**AND WHEREAS** the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to The Corporation of The Town of Kirkland Lake;

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

- 1 **THAT** the Mayor and Municipal Clerk are hereby authorized to execute all documents related to the sale of land described as Parts 1 & 2, 54R-6325, to Rene Emmell for \$2,082.81, plus legal costs.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7<sup>TH</sup> DAY OF MARCH, 2023.**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk



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

**BY-LAW NUMBER 23-016**

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**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS  
REGULAR MEETING HELD MARCH 7, 2023**

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**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 7<sup>TH</sup> DAY  
OF MARCH, 2023.**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk