



AGENDA

Regular Council Meeting

Thursday, May 9, 2024

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 Thursday, May 9, 2024 be approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

- 4.1. Community Living Month Update
Lise Rozich, Supervisor; Jacob Price, Christopher Doupe

RECOMMENDATION:

THAT the Delegation entitled "**Community Living Month Update**" be received for information purposes.

- 4.2. Introduction of Newly Appointed Integrity Commissioner
M. David G. Boghosian

RECOMMENDATION:

THAT the Delegation entitled "**Introduction of Newly Appointed Integrity Commissioner**" be received for information.

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

5.1. Council Minutes

[Public Meeting - Minutes - April 25, 2024](#)

[Council - SP Minutes - April 25, 2024](#)

RECOMMENDATION:

THAT Council approve the minutes of the following meetings:

- Minutes of the Public Meeting re: Proposed Retail Business Holiday Exemption By-Law held April 25, 2024; and
- Minutes of the Special Meeting of Council held April 25, 2024.

5.2. Local and Regional Board Minutes

[KLDCC - Minutes - March 5, 2024](#)

[DTSSAB - Minutes - March 20, 2024](#)

RECOMMENDATION:

THAT Council receive the minutes of the following meetings:

- Minutes of the Kirkland Lake District Chamber of Commerce Board of Directors held March 5, 2024; and
- Minutes of the District of Timiskaming Social Services Administration Board of Directors held March 20, 2024.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Verbal Update - OGRA Annual Conference & Delegation

RECOMMENDATION:

THAT "2024-CAO-VR3 Verbal Update - OGRA Annual Conference & Delegation" be received for information.

6.2. Verbal Update - OSUM Annual Conference

RECOMMENDATION:

THAT "2024-CAO-VR4 Verbal Update - OSUM Annual Conference" be received for information.

6.3. Supplemental: International Association of Fire Fighters (IAFF) Local 573 Collective Agreement

Kassandra Young, Manager, Human Resources Services

[2024-CORP-026](#)

RECOMMENDATION:

THAT Report Number 2024-CORP-026 entitled "**Supplemental: International Association of Fire Fighters (IAFF) Local 573 Collective Agreement**" be received; **AND FINALLY THAT** the Mayor and Chief Administrative Officer are hereby authorized to ratify the Collective Agreement between The Corporation of the Town of

Kirkland Lake and the International Association of Fire Fighters (IAFF) Local 573 covering the period of January 1, 2024 to December 31, 2026.

- 6.4. Quarterly Municipal Accommodation Tax Update (2024-Q1)
Dan Laverdure, Director of Development and Enterprise Services
[2024-DEV-011](#)

RECOMMENDATION:

THAT Report Number 2024-DEV-011 entitled “**Quarterly Municipal Accommodations Tax Update**” be received for information.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

- 7.1. Mayor Stacy Wight - Shared Resources

RECOMMENDATION:

Moved by: Mayor Stacy Wight

Seconded by: Councillor Patrick Kiely

WHEREAS the Town of Kirkland Lake is a community that is home to various resource-based community partners which includes mining and forestry;

AND WHEREAS the Town of Kirkland Lake, as a resource-based community, faces many challenges resulting from having such resource-based industries located and operating within and in close proximity to the Town such as localized heavy truck traffic which increases demands on local road infrastructure, traffic congestion and delays, and general safety concerns for pedestrians and other forms of active transportation users;

AND WHEREAS the demands caused by these resource-based industries have created additional costs on the Town of Kirkland Lake to maintain the local infrastructure required to service these industries adequately;

AND WHEREAS the current assessment-based taxation system does not provide significant funding to the Municipality to meet these demands and needs;

AND WHEREAS the Province of Ontario has adopted a critical minerals strategy to position Ontario as a global leader of responsibly source critical minerals which aims to see more resource extraction and processing in the North;

AND WHEREAS the future housing demand on the Town of Kirkland Lake as mining is further developed in Northern Ontario will expand the current infrastructure funding gap locally as new housing and development-related infrastructure is required to support and facilitate future mining operations;

AND WHEREAS the Town of Kirkland Lake acknowledges that it is a recipient of the Northern Ontario Resource Development Support (NORDS) Fund but maintains that the amount received is inadequate to support the demands on local infrastructure caused by the resources-based industries in the area nor is it proportionate to the revenues being generated for the Province by said industries;

THEREFORE BE IT RESOLVED THAT Council for The Corporation of the Town of

Kirkland Lake hereby petitions the Province of Ontario to create a Provincial funding model, in addition to the NORDS Fund which is set to expire in 2026-2027, to provide revenues to all resource-based communities in Northern Ontario that are proportionate to the revenues leaving our region in an effort to offset the additional burdens placed on resource-based communities to provide municipal services to these industries;

AND FINALLY THAT a copy of this motion be circulated to the Premier of Ontario, Minister of Municipal Affairs and Housing, Minister of Northern Development, Timiskaming-Cochrane MPP, Minister of Mines, Association of Municipalities of Ontario (AMO), Federation of Northern Ontario Municipalities (FONOM), Northern Ontario Municipal Association (NOMA), all District of Timiskaming municipalities, City of Timmins, Municipality of Red Lake, and Township of Dubreuilville.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. **By-Law # 24-028**

[24-028 Retail Business Holiday Exemption By-Law](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-028, being a by-law to permit retail business establishments to operate on holidays for the maintenance or development of tourism within the geographic limits of the Town of Kirkland Lake.

8.2. **By-Law # 24-029**

[24-029 Fire Services Fees & Charges By-Law](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-029, being a by-law to establish fees and charges for the Kirkland Lake Fire Services Department.

8.3. **By-Law # 24-030**

[24-030 Cemetery Price List By-Law \(Repeals 23-038\)](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-030, being a by-law to establish fees for the Kirkland Lake Cemetery.

8.4. **By-Law # 24-031**

[24-031 User Fees & Charges By-Law \(Repeals 23-041\)](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the

Municipal Clerk, and the Seal of the Corporation be affixed thereto;
By-Law Number 24-031, being a by-law to establish and require payment of various fees and charges for The Corporation of the Town of Kirkland Lake.

8.5. **By-Law # 24-032**

[24-032 IAFF 573 Collective Agreement By-Law \(2024-2026\)](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-032, being a by-law to to authorize The Corporation of the Town of Kirkland Lake to enter into an Agreement with the International Association of Fire Fighters (IAFF) Local 573.

8.6. **By-Law # 24-033**

[24-033 Executing Land Sale - 3 McKelvie](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-033, being a by-law to authorize the execution of documents related to the sale of 3 McKelvie Avenue.

8.7. **By-Law # 24-034**

[24-034 Executing Land Sales - 7 & 9 Main](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-034, being a by-law to authorize the execution of documents related to the sale of 7 and 9 Main Street.

8.8. **By-Law # 24-035**

[24-035 Executing Land Sale - 11 Comfort](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-035, being a by-law to authorize the execution of documents related to the sale of 11 Comfort Street.

8.9. **By-Law # 24-036**

[24-036 Executing Land Sale - 13 Balsam](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-036, being a by-law to authorize the execution of documents related to the sale of 13 Balsam Avenue.

8.10. **By-Law # 24-037**

[24-037 Executing Land Sale - 15 Comfort](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-037, being a by-law to authorize the execution of documents related to the sale of 15 Comfort Street.

8.11. **By-Law # 24-038**

[24-038 Executing Land Sale - 70 Balsam](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-038, being a by-law to authorize the execution of documents related to the sale of 70 Balsam Avenue.

8.12. **By-Law # 24-039**

[24-039 Executing Land Sale - 72 Balsam](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-039, being a by-law to authorize the execution of documents related to the sale of 72 Balsam Avenue.

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

10.1. Councillor Dolly Dickens - Organizational Review: Fire Services Department (June 4, 2024)

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

12.1. Proclamation - Fibromyalgia Awareness Day (May 12, 2024)

[Proclamation - Fibromyalgia Awareness Day](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Fibromyalgia Awareness Day (May 12, 2024)**" in the Town of Kirkland Lake.

- 12.2. Proclamation - Victims and Survivors of Crime Awareness Week (May 12-18, 2024)

[Proclamation - Victims and Survivors of Crime Awareness Week](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Victims and Survivors of Crime Awareness Week (May 12-18, 2024)**" in the Town of Kirkland Lake.

- 12.3. Proclamation - Moose Hide Campaign Day (May 16, 2024)

[Proclamation - Moose Hide Campaign Day](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Moose Hide Campaign Day (May 16, 2024)**" in the Town of Kirkland Lake.

- 12.4. Proclamation - Paramedic Services Week (May 19-25, 2024)

[Proclamation - Paramedic Services Week](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Paramedic Services Week (May 19-25, 2024)**" in the Town of Kirkland Lake.

- 12.5. Proclamation - Polish Heritage Month (May)

[Proclamation - Polish Heritage Month](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Polish Heritage Month (May)**" in the Town of Kirkland Lake.

- 12.6. Proclamation - Asian Heritage Month (May)

[Proclamation - Asian Heritage Month](#)

RECOMMENDATION:

THAT Council sanction the Proclamation for "**Asian Heritage Month (May)**" in the Town of Kirkland Lake.

13. CLOSED SESSION

None.

14. MATTERS FROM CLOSED SESSION

None.

15. CONFIRMATION BY-LAW

15.1. **By-Law # 24-040** [24-040 Confirming Proceedings - May 9, 2024](#)

RECOMMENDATION:

THAT the following by-law be read, numbered, passed, signed by the Mayor and Municipal Clerk, and the Seal of the Corporation be affixed thereto;

By-Law Number 24-040, being a by-law to confirm the proceedings of Council at its meeting held Thursday, May 9, 2024.

16. ADJOURNMENT

RECOMMENDATION:

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



MINUTES

Public Meeting - Proposed Retail Business Holiday Exemption By-Law

Thursday, April 25, 2024

4:40 PM

Council Chambers/Electronic Participation

The Public Meeting of the Town of Kirkland Lake was called to order on Thursday, April 25, 2024 at 4:42 PM, in the Council Chambers/livestreamed, with the following members present:

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

Staff: Chief Administrative Officer Alan Smith, Director of Public Works Stephane Fortin, Director of Emergency Services / Fire Chief Earl Grigg, Director of Corporate Services Shawn LaCarte, Director of Development and Enterprise Services Dan Laverdure, (outgoing) Director of Community Services Bonnie Sackrider, Director of Community Services Kim Klockars, Director of Long-Term Care and Senior Services Tanya Schumacher, Municipal Clerk Jennifer Montreuil, Treasurer Lloyd Crocker, Deputy Treasurer Bart Seaton, Deputy Clerk/Lottery Licencing Officer Amberly Spilman, and Records Management Clerk Peggy McIntyre

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Wight called the meeting to order.

2. DECLARATION OF PECUNIARY INTEREST

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

3. SUMMARY OF REPORTS

- 3.1 Proposed Retail Business Holiday Exemption By-Law
Dan Laverdure, Director of Development and Enterprise Services

The Director provided a summary of the Report and Proposed By-Law as presented to Council on April 2, 2024.

4. CONFIRMATION OF NOTICE

The Mayor requested how notice was given.

The Deputy Clerk noted that notice of the rescheduled public meeting was given in accordance with the Town of Kirkland Lake's Notice By-Law 22-047 by publishing said Notice on the Town's website 14 days in advance as of April 3, 2024.

Subsequent to the postponement of the public meeting due to the Declared Emergency in the Town of Kirkland Lake on April 12, 2024, a revised Notice was published on April 16, 2024.

Supplemental notice was coordinated through the Town's various social media streams, and within daily local radio broadcast.

5. CORRESPONDENCE RECEIVED

The Mayor requested if any correspondence was received.

The Deputy Clerk noted no correspondence was received.

6. QUESTIONS FROM MEMBERS OF THE PUBLIC

Mayor Wight requested if anyone had registered to provide comments in person or electronically. The Deputy Clerk noted that no registrations or requests for electronic participation were received.

Mayor Wight requested that members present in the Council Chambers present themselves to the podium and state their name and address.

There were no public participants.

7. CONSIDERATION OF PROPOSED BY-LAW

Direction:

THAT Council receive the comments/questions from members of the public;

AND THAT the draft By-Law to permit retail business establishments to operate on holidays for the maintenance or development of tourism within the geographic limits of the Town of Kirkland Lake, as presented, be brought forward for three (3) readings at the May 9, 2024 Regular Meeting of Council.

The Mayor noted that this was the recommendation moving forward.

8. ADJOURNMENT

The meeting concluded at 4:46 PM.

Stacy Wight, Mayor

Amberly Spilman, Deputy Clerk

APPROVED BY COUNCIL ON MAY 9, 2024

DRAFT



MINUTES

Special Council Meeting

Thursday, April 25, 2024

4:40 PM

Council Chambers/Electronic Participation

The Special Council Meeting of the Town of Kirkland Lake was called to order on Thursday, April 25, 2024, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

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

Staff: Chief Administrative Officer Alan Smith, Director of Public Works Stephane Fortin, Director of Emergency Services / Fire Chief Earl Grigg (4:40 PM – 5:50 PM), Director of Corporate Services Shawn LaCarte (4:40 PM – 5:50 PM), Director of Development and Enterprise Services Dan Laverdure, (outgoing) Director of Community Services Bonnie Sackrider (4:40 PM – 5:50 PM) Director of Community Services Kim Klockars, Director of Long-Term Care and Senior Services Tanya Schumacher (4:40 PM – 5:50 PM), Municipal Clerk Jennifer Montreuil, Treasurer Lloyd Crocker (4:40 PM – 5:50 PM), Deputy Treasurer, Bart Seaton (4:40 PM – 5:50 PM), Deputy Clerk/Lottery Licencing Officer Amberly Spilman, and Records Management Clerk Peggy McIntyre (4:40 PM – 5:50 PM)

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Wight read the Land Acknowledgment Statement, called the meeting to order, and requested a moment of silence.

2. APPROVAL OF THE AGENDA

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

BE IT RESOLVED THAT the Agenda for the Special Meeting of Council held on Thursday, April 25, 2024 be approved as circulated;

AND THAT Section 15 of the Town of Kirkland Lake's Procedural By-Law No.15-075, as amended, be suspended to allow for a recess to hold a Public Meeting prior to the commencement of regular business noted in Item 5. Acceptance of Minutes and Recommendations.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

Mayor Wight requested those present to declare any pecuniary interests with matters

appearing on the open session agenda. None noted.

4. PETITIONS AND DELEGATIONS

None.

Council took recess at 4:42 PM and resumed the Meeting at 4:46 PM.

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

- 5.1** Moved by: Councillor Janice Ranger
Seconded by: Councillor Rick Owen

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

- Minutes of the Regular Meeting of Council held April 2, 2024;
- Minutes of the Public Meeting re: Proposed 2024 Budget, as tabled, held April 4, 2024;
- Minutes of the Public Meeting re: Supplemental 2024 Water and Wastewater Rates held April 4, 2024;
- Minutes of the Public Meeting re: Proposed 2024 User Fees and Charges held April 4, 2024;
- Minutes of the Special Meeting of Council held April 9, 2024; and
- Minutes of the Emergency Meeting of Council held April 15, 2024.

CARRIED

- 5.2** Moved by: Councillor Patrick Kiely
Seconded by: Councillor Lad Shaba

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

- Minutes of the Teck Pioneer Residence Committee of Management held November 27, 2023.

CARRIED

- 5.3** Moved by: Councillor Casey Owens
Seconded by: Councillor Dolly Dickens

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

- Minutes of the Timiskaming Health Unit Board of Health Meeting held March 6, 2024 and Special Meeting held March 25, 2024.

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

Finance Chair Ranger was given Chair of the Meeting by Mayor Wight at 4:48 PM.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. 2024 Final Municipal Budget Update
Lloyd Crocker, Treasurer

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

BE IT RESOLVED THAT Report Number 2024-CORP-025 entitled “**2024 Final Municipal Budget Update**” be received for information;
AND THAT Council for The Corporation of the Town of Kirkland Lake hereby approve the 2024 Budget, as presented;
AND FINALLY THAT the appropriate By-Laws relating to the 2024 Budget be presented for three readings on April 25, 2024.

CARRIED

Mayor Wight resumed as Chair of the Meeting at 5:06 PM.

- 6.2. Planet Youth Timiskaming
Bonnie Sackrider, Director of Community Services

Moved by: Councillor Rick Owen
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Report Number 2024-CS-003 entitled “**Planet Youth Timiskaming**” be received for information.

CARRIED

- 6.3. Request to Purchase - 8 Municipal Lots
Dan Laverdure, Director of Development & Enterprise Services

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

BE IT RESOLVED THAT Report Number 2024-DEV-010 entitled “**Request to Purchase 8 Municipal Lots**” be received for information.

CARRIED

- 6.4. Proposed Corporate Video Surveillance Policy
Jennifer Montreuil, Municipal Clerk

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

BE IT RESOLVED THAT Report Number 2024-ADM-010 entitled “**Proposed Corporate Video Surveillance Policy**” be received;
AND THAT Council approve the Corporate Video Surveillance Policy, as presented;
AND THAT Council direct that the Corporate Video Surveillance Policy take effect immediately;

AND FINALLY THAT the Corporate Video Surveillance Policy be numbered and inserted into the Corporate Policy Manual.

CARRIED

- 6.5.** Supplemental: Proposed 2024 User Fees and Charges
Jennifer Montreuil, Municipal Clerk

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

BE IT RESOLVED THAT Council approve the 2024 User Fees and Charges established for the various Town Departments/Divisions, as presented;
AND FINALLY THAT the proposed by-laws and respective schedules, as presented/amended, each be brought forward for three readings on May 9, 2024.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

Councillor Owens took Chair of the Meeting at 5:37 PM.

- 7.1.** Mayor Wight - Return to Combined OGRA & ROMA Conference

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

BE IT RESOLVED THAT Council for The Corporation of the Town of Kirkland Lake support the resolution from the Township of Terrace Bay regarding the return of a Combined Ontario Good Roads Association (OGRA) and Rural Ontario Municipal Association (ROMA) Annual Conference, as attached.

CARRIED

Mayor Wight resumed as Chair of the Meeting at 5:39 PM.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

- 8.1** Moved by: Councillor Casey Owens
Seconded by: Councillor Patrick Kiely

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;
By-Law Number 24-023, being a by-law to set the municipal water and wastewater rates for 2024.

CARRIED

- 8.2 Moved by: Councillor Janice Ranger
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto; **By-Law Number 24-024**, being a by-law to set tax ratios for municipal purposes for the year 2024.

Recorded Vote Upon the Request of Councillor Ranger:

Yeas (7): Councillors Ranger, Shaba, Owens, Dickens, Owen, Kiely, and Mayor Wight
Nays (0): Nil.

CARRIED

- 8.3 Moved by: Councillor Rick Owen
Seconded by: Councillor Patrick Kiely

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto; **By-Law Number 24-025**, being a by-law to adopt the 2024 Municipal Budget.

Recorded Vote Upon the Request of Councillor Ranger:

Yeas (7): Councillors Ranger, Shaba, Owens, Dickens, Owen, Kiely, and Mayor Wight
Nays (0): Nil.

CARRIED

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

BE IT RESOLVED THAT the following by-law be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto; **By-Law Number 24-026**, being a by-law to adopt the estimates of all sums required during the year and to strike the rates of taxation for the year 2024.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

None.

10. NOTICE(S) OF MOTION

- 10.1 Mayor Wight – Resource Sharing

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

12.1. Proclamation - Community Living Month (May 2024)

Moved by: Councillor Janice Ranger

Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Council sanction the Proclamation for "**Community Living Month (May 2024)**" in the Town of Kirkland Lake.

CARRIED

12.2. DTSSAB - Housing Services

Moved by: Councillor Rick Owen

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Council receive the infographics entitled "**DTSSAB - 2024 Housing Services**" for information.

CARRIED

Council took recess at 5:55 PM and resumed the meeting at 6:08 PM.

13. CLOSED SESSION

Moved by: Councillor Patrick Kiely

Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT Council adjourn in-camera at 6:08 PM pursuant to Section 239 (2) of the *Municipal Act*, 2001, as amended, to discuss a proposed or pending acquisition or disposition of land by the municipality or local board for the following reason:

- Item 13.1 Request to Purchase - Lots 255 to 258 on Plan M158-NB, Part Mining Claims L2655 and RSC 210 (West of 253 Peck Ave.)

CARRIED

Moved by: Councillor Lad Shaba

Seconded by: Councillor Rick Owen

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

CARRIED

14. MATTERS FROM CLOSED SESSION

None.

15. CONFIRMATION BY-LAW

15.1. By-Law # 24-027

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

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

By-Law Number 24-027, being a by-law to confirm the proceedings of Council at its Special Meeting held Thursday, April 25, 2024.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Dolly Dickens
Seconded by: Councillor Janice Ranger

BE IT RESOLVED THAT this Special Meeting of Council do now adjourn at 6:32 PM.

CARRIED

Stacy Wight, Mayor

Amberly Spilman, Deputy Clerk

APPROVED BY COUNCIL ON MAY 9, 2024

THE KIRKLAND LAKE DISTRICT CHAMBER OF COMMERCE
Minutes

Attendance: E. Archer, N. Jodko, A. Belecque, S. Wight, J. Robazza, K. Lavergne
Regrets: D. Coupland, A. Thorpe

BOARD OF DIRECTORS called to order at 12:01 pm.
Tuesday, March 5th, 2024

1.0 DECLARATION OF CONFLICT

No conflicts declared.

2.0 APPROVAL OF AGENDA

Motion 24-18

Moved By :J. Robazza

Seconded By: N. Jodko

That the Kirkland Lake District Chamber of Commerce Board of Directors approves the agenda with no additions.

CARRIED

3.0 CONSENT AGENDA

3.1 Minutes of February 6th, 2024

The minutes from the meeting held on February 6th, 2024 were provided in the board package. No comments were provided.

Motion 24-19

Moved By: A. Belecque

Seconded By: S. Wight

That the Kirkland Lake District Chamber of Commerce Board of Directors approves the following items under the consent agenda:

3.1 Minutes of February 6th, 2024

CARRIED

4.0 BUSINESS ARISING

4.1 LaSalle Theatre

Peggy Macdonald from the LaSalle Theatre made a presentation on the future of the LaSalle Theater and discussed how the Chamber can contribute to its success.

4.2 Best in Business Award

4.2.1 Caterer

The Board of Directors reviewed the quotes received and selected a caterer for the Best in Business Award Gala.

Motion 24-20

Moved By: A. Belecque

Seconded By: N.Jodko

That the Kirkland Lake District Chamber of Commerce Board of Directors approves Angie Lachappelle's catering services for a cost of [REDACTED] per plate plus HST for 108 people for a total up to [REDACTED] + HST.

CARRIED

4.2.2 Decor

The Board of Directors reviewed the quotes received and selected a vendor to provide decor for the Best in Business Award Gala.

Motion 24-21

Moved By: J.Robazza

Seconded By: S.Wight

That the Kirkland Lake District Chamber of Commerce Board of Directors approves the decor, provided by Blissful Events & Decor for total cost of [REDACTED] + HST.

CARRIED

4.2.3 Venue

E.Archer announced that an additional fee was previously missed in the rental of the Kirkland Lake Legion Branch 87 and a revised motion was required.

Motion 24-22

Moved By: N.Jodko

Seconded By: J. Robazza

That the Kirkland Lake District Chamber of Commerce Board of Directors approves to rent the hall and kitchen at the Kirkland Lake Legion Branch 87 on April 19th, 2024 for a total cost of [REDACTED] + HST.

CARRIED

4.3 AED Project

E.Archer proposed moving forward with an AED project. The Board of Directors requested estimates for AED machines and adequate training required.

5.0 NEW BUSINESS

5.1 Audit Shield Fee Waiver Service

The Audit Shield Fee Waiver Service was discussed. The Board of Directors chose to opt out of this fee.

5.2 Matachewan Splash Pad

The Board of Directors approved the letter of support for the Matachewan Splash Pad.

Motion 24-23

Moved By: S. Wight

Seconded By: N.Jodko

That the Kirkland Lake District Chamber of Commerce Board of Directors approves the Letter of Endorsement, as written in the draft, to be sent to the Corporation of the Township of Matachewan in support of their application for funding for the Splash Pad Project.

CARRIED

5.3 Camera Club- The Stope

K. Lavergne discussed the donation request by the Camera Club. The Board of Directors requested further information and proposed an alternative donation.

5.4 Director Recruitment

E.Archer announced that Director D.Newton resigned. The Board of Directors listed suggestions for individuals for K. Lavergne to contact.

5.5 AGM Date

The Annual General Meeting was set for March 26th, 2024 at 12pm noon.

6.0 ADMINISTRATION

6.1 Operating Report

The Operating Report was provided in the board package. No further questions or comments were made.

7.0 DIRECTOR UPDATES

NEXT MEETING

Board Meeting : Tuesday, April 2nd, 2024

8.0 ADJOURNMENT

Meeting adjourned at 12:42pm.

Motion 24-24

Moved By: A. Belecque

That the Kirkland Lake District Chamber of Commerce Board of Directors approves to adjourn the meeting at 12:42pm.

CARRIED

President _____

Administrator _____



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, March 20th, 2024, at 5:30 PM at Englehart Family Health Team

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

Staff: Steve Cox – Housing Services Manager, Corey Mackler – Information Technology Manager, Louanna Lapointe – Ontario Works Manager, Janice Loranger – Director of Finance, Candice Danchuk – Housing Services Supervisor, Sarah Salvis – Chief of Ems, Lyne Labelle – Children's Services Manager, Michelle Sowinski - Recorder

Absent:

Guests: Darlene Wroe – Temiskaming Speaker

The Regular Meeting of the Board was called to order at 5:30 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 2024-20

Moved by Clifford Fielder seconded by Ian Macpherson

THAT the agenda of the Regular Meeting of the Board held on March 20th, 2024, be accepted as amended with the addition of item 7.7 – 2023 Reserve Transfers.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – February 21st, 2024, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2024-21

Moved by Mary Jo Lentz and seconded by Lois Perry

THAT the Minutes of the Regular Meeting of the DTSSAB Board held on February 21st, 2024, be accepted as presented.

Carried.

6.0 CORRESPONDENCE

7.0 NEW BUSINESS

7.1 CAO Update

This report was prepared and presented to the Board for their information by Mark Stewart.

7.2 Housing Service Refresher

These infographics were prepared by the Communications and Executive Coordinator and were presented by Steve Cox and Candice Danchuk. They will be uploaded to the DTSSAB website and distributed to municipalities.

7.3 Reaching Home Funding

Resolution 2024-22

Moved by Pat Kiely and seconded by Jeff Laferriere

WHEREAS Reaching Home: Canada's Homelessness Strategy is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs; and

WHEREAS Reaching Home supports the goals of the National Housing Strategy by supporting the most vulnerable Canadians in maintaining safe, stable, and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028; and

WHEREAS Homelessness has an impact on every community in Canada. It affects individuals, families, women fleeing violence, youth, seniors, veterans, and people with disabilities. In 2016, an estimated 129,000 people experienced homelessness at an emergency shelter. In 2019, Reaching Home was launched by the Federal government who committed \$2.2 billion to tackle homelessness across the country and increased their commitment to nearly \$4 billion over 9 years. This included over \$1.1 billion in new investments through Budgets 2021 and 2022; and

WHEREAS only five of the 11 NOSDA members are funded to deliver the Reaching Home Program, and they have been informed that their Reaching Home funding will be cut 57 % in fiscal 2026-27; and

WHEREAS this 57% reduction will mean that the 5 NOSDA members who deliver Reaching Home will lose 2.6 million annualized by fiscal 2026-27.

THEREFORE BE IT RESOLVED THAT the District of Timiskaming Social Services Administration Board (DTSSAB) calls on the government of Canada to meet its obligations as announced in 2016 and reaffirmed in 2022 by immediately reversing the decision to reduce the Reaching Home Funding by 57%; and

FURTHERMORE, BE IT RESOLVED THAT the DTSSAB call on the Federal government to increase the annualized funding allocated for Reaching Home and provide Reaching Home Funding for all eleven NOSDA members; and

FURTHERMORE, BE IT RESOLVED THAT the DTSSAB calls on the Federal Government to maintain its commitment to reduce chronic homelessness nationally by 50% by fiscal year 2027-28; and

FURTHERMORE, BE IT RESOLVED THAT the DTSSAB calls on the Federal Government to work hand in hand with the Province of Ontario to meet the province's goal of creating 1.5 million new homes by 2030.

Carried.

7.4 Blanche River Health Services Update

This item was presented by Sarah Salvis to the Board for their information.

7.5 NOSDA AGM Attendance

This item was presented to the Board for a future decision regarding which Board members will be attending the NOSDA AGM in Sudbury June 25-27th.

7.6 District of Timiskaming Children's Services Access Inclusion Framework

This report was prepared and presented by Lyne Labelle for the Board's Information.

7.7 2023 Reserve Transfers

Resolution 2024-24

Moved by Rick Owen and seconded by Jesse Foley

THAT the Board approve a transfer of \$300,000 into the EMS Vehicle Reserve for 2023 and a transfer of \$100,000 into the EMS Base Improvements Reserve for 2023.

Carried.

8.0 In-Camera

Resolution 2024-25

Moved by Mary Jo Lentz and seconded by Clifford Fielder

THAT the Board move into In-Camera session to discuss a proposed land acquisition and personal matters about identifiable individuals.

Carried.

9.0 Return to Regular Session

Resolution 2024-26

Moved by Lois Perry and seconded by Ian Macpherson

THAT the Board resolve to rise from the In-Camera session and return to the Regular session with report at 7:10 PM and THAT the Board endorse the direction given In-Camera under item 8.4.

Carried.

10.0 ADJOURNMENT

Resolution 2024-27

Moved by Pat Kiely and seconded by Clifford Fielder

THAT the Board meeting be hereby adjourned at 7:10 PM AND THAT the next meeting be held on April 24th, 2024, or at the Call of the Chair.

Carried.

Minutes signed as approved by the Board:



April 24th, 2024

Derek Mundle, Chair

Date

Recorder: Michelle Sowinski

REPORT TO COUNCIL

Meeting Date: 09/05/2024	Report Number: 2024-CORP-026
Presented by: Kassandra Young	Department: Corporate Services

REPORT TITLE

Supplemental: International Association of Fire Fighters (IAFF) Local 573 Collective Agreement

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-CORP-026 entitled “**Supplemental: IAFF Local 573 Collective Agreement**” be received;

AND FINALLY THAT the Mayor and Chief Administrative Officer are hereby authorized to ratify the Collective Agreement between The Corporation of the Town of Kirkland Lake and the International Association of Fire Fighters (IAFF) Local 573 covering the period of January 1, 2024 to December 31, 2026.

INTRODUCTION

On April 2, 2024, Council approved the Memorandum of Agreement between The Corporation of the Town of Kirkland Lake and IAFF Local 573 and, in turn, Council must now execute the Collective Agreement which has been ratified between The Corporation of the Town of Kirkland Lake and IAFF Local 573.

DISCUSSION

As noted above, Council resolved the following stemming from a Closed Session Report presented on April 2, 2024:

*“Moved by: Councillor Janice Ranger
Seconded by: Councillor Rick Owen*

BE IT RESOLVED THAT Report Number 2024-CORP-021 entitled “**Supplemental: IAFF Collective Bargaining**” be received;

AND THAT Council approve the Memorandum of Settlement between The Corporation of The Town of Kirkland Lake and the International Association of Fire Fighters’ Local 573 as presented;

AND THAT Council authorize the Mayor and Municipal Clerk to ratify the Collective Agreement between The Corporation of The Town of Kirkland Lake and the International Association of Fire Fighters’ Local 573, covering the period of January 1, 2024, to December 31, 2026;

DISCUSSION (CONTINUED)

AND FINALLY THAT an execution by-law be brought forward for three readings at a future meeting.

Recorded Vote Upon the Request of Councillor Casey Owens:

Yeas (4): Councillor Ranger, Councillor Owens, Councillor Owen, Mayor Wight

Nays (3): Councillor Shaba, Councillor Dickens, Councillor Kiely

CARRIED”

The Town and IAFF Local 573 were successful in reaching a new Collective Agreement and resolved any outstanding bargaining issues through good faith negotiations to make every reasonable effort to conclude a Collective Agreement. The new Collective Agreement between the Corporation of the Town of Kirkland Lake and IAFF Local 215 covers the period of January 1, 2024, to December 31, 2026 (Attachment 1).

OTHER ALTERNATIVES CONSIDERED

Not Applicable.

FINANCIAL CONSIDERATIONS

For the term of the Collective Agreement, from January 1, 2024, to December 31, 2026, the wage increases shall be 4.5% effective January 1, 2024, 2.5% January 1, 2025, and 2% effective January 1, 2026.

The estimated incremental costs over a three-year period will be approximately \$589,049.00 (Attachment 2).

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities:

- Service Excellence
- Current Council's Operational Aims

Action(s):

Service Excellence

- Retain and attract the best talent through a positive work environment and strong collaborative corporate culture, and through the development and implementation of human resources policies and best practices, to support the aim of making the Town of Kirkland Lake an Employer of Choice.



ALIGNMENT TO CORPORATE STRATEGIC PLAN (CONTINUED)

Council Operational Aim(s):

Service Excellence

Employer of Choice

- Competitive salaries, comprehensive benefits, and distinct benefits
Prioritization of employee well-being and work-life balance.
- Paths for career advancement and opportunities for professional development for succession planning.
- Empowered employees with autonomy and opportunities to innovate
Transparent communication between leadership and employees.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

The Town entered collective bargaining with IAFF Local 573 on December 4, 2023. This resulted in a Memorandum of Agreement for Council's approval and ratification, which was approved on April 2, 2024.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Town of Kirkland Lake Negotiating Committee

Union Bargaining Committee – International Association of Fire Fighters Local 573

Emilie Chamaillard, Barrister and Solicitor, Chamaillard Law (Town's Legal Counsel)

ATTACHMENTS

Attachment 1 – Collective Agreement IAFF Local 573 (Jan 1, 2024 - Dec 31, 2026)

Attachment 2 – Financial Impact Summary

COLLECTIVE AGREEMENT

BETWEEN:

Corporation of the Town of
Kirkland Lake

- and -

The Kirkland Lake Professional
Fire Fighters' Association
Local 573

(Effective: January 1, 2024

Terminates: December 31, 2026)

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THIS AGREEMENT made and entered into this day of

BETWEEN:

The Corporation of the Town of Kirkland Lake

Hereinafter called (Corporation)

PARTY OF THE FIRST PART:

- and -

The Kirkland Lake Professional Fire Fighters' Association

Hereinafter called (Local 573)

PARTY OF THE SECOND PART

ARTICLE I - PURPOSE

1.01 It is agreed upon between the parties to this agreement that the following Articles shall contain and define working conditions and wages for the full-time Firefighters of the Corporation with the exception of the Fire Chief and the Deputy Fire Chief. In order to ensure the carrying out of the purpose of this agreement, the Corporation recognizes the Kirkland Lake Professional Fire Fighters' Association, Local 573, as the sole and exclusive bargaining agent, and, in addition, the Local 573 designation elsewhere within the collective agreement as appropriate.

ARTICLE II - DEFINITIONS

- 2.01 Full-time Firefighter means a person regularly employed by the Kirkland Lake Fire Services who is assigned to fire protection, suppression, fire prevention, fire education services, and any such services as provided by the Kirkland Lake Fire Services and excludes volunteer Firefighters and part-time workers.
- 2.02 Seniority shall mean the length of an employee's continuous service with the Corporation and Local 573 from the date of entry or re-entry to the department (except on re-entry after an accident, illness or authorized leave of absence, when it will be from the original entry date).
- 2.03 The definition of a working day and/or shift shall consist of 24 consecutive hours, commencing at 08:00 and terminating at 08:00 hours the next calendar day.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 Local 573 recognizes and acknowledges that subject to the provisions of this collective agreement and to the provisions of the Fire Protection and Prevention Act (1997) and the Regulations thereto; it is the exclusive function of the Corporation to:
- a) maintain order, discipline and efficiency.
 - b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Firefighter provided that a claim of discriminatory promotion, demotion or transfer or a claim that a member has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as in this agreement provided.
 - c) generally to supervise and administer the affairs of the Kirkland Lake Fire Services.
 - d) it is understood and agreed that the authorities and functions conferred upon the Corporation hereunder shall not be exercised in a manner inconsistent with the terms and provisions of the *Fire Protection and Prevention Act* and/or the terms and provisions of the working agreement.

ARTICLE IV - GRIEVANCES

4.01 "Day" shall be defined as one calendar day, including weekends and statutory holidays.

A grievance is defined as any difference or dispute between the Corporation and any

firefighter(s) or the Association, and shall be filed or submitted within **twenty (20)** days of the occurrence. An earnest effort shall be made to settle any grievance fairly and promptly in the following matter:

Step 1: The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees may try to settle their complaints with their immediate supervisor as soon as possible after they originate, before proceeding with the formal grievance procedure.

It is understood and agreed upon that, in some situations, it may be undesirable for a party to conduct Step 1 and that failure to complete Step 1 does not constitute a deviation from the grievance procedure. The reasoning as to why Step 1 is not conducted must be noted in the grievance.

Both parties agree that Step 1 shall exclude the attendance of legal counsel at the meeting(s).

Step 2: If the Association considers the grievance to be justified, the Association's Grievance committee shall seek to settle the dispute with the Fire Chief or designate who shall hear the dispute within five (5) days of request and reply in writing with his/her decision within seven (7) days. The firefighter(s) involved may attend with the Association representatives. **Both parties agree that advance notice shall be provided if legal counsel will be in attendance at the meeting(s).**

Step 3: Failing settlement being reached in Step 3, the Association's Grievance committee shall submit the matter to the CAO or designate who shall render his/her decision within seven (7) days after the grievance meeting. The firefighter(s) involved may attend with the Association representatives. **Both parties agree that advance notice shall be provided if legal counsel will be in attendance at the meeting(s).**

Step 4: The Corporation and the Association shall jointly appoint a single arbitrator to hear and decide, in accordance with provisions of Section 53 of the Fire Protection and Prevention Act as may be amended from time to time, any dispute that has been properly referred to arbitration under this agreement.

In the event that the Corporation and the Association are unable to agree on a single arbitrator to hear and decide such a dispute, the Minister responsible for Part IX of the Fire Protection and Prevention Act, as may be amended from time to time, upon the request of either party, may appoint the arbitrator who is to hear and decide the dispute. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE V - DISCRIMINATION

5.01 There shall be no discrimination shown to any Firefighter because of affiliation with Local 573 or by virtue of election to office in Local 573.

ARTICLE VI - BENEFITS

6.01 The Corporation shall pay:

- i. Ontario Health Insurance Plan; 100% paid by the Corporation.
 - ii. Benefits Provider semi-private coverage or the equivalent; 100% paid by the Corporation.
 - iii. Benefits Provider Extended Health Care Plan or the equivalent; 100% paid by the Corporation.
 - iv. 35 cents deductible prescription drug plan; 100% paid by the Corporation.
 - v. The Corporation shall continue to pay its share of the premiums for the benefits in Article 6 for a retired Firefighter from the day of the Firefighter's retirement up to the date of the Firefighter's 65th birthday or until death, whichever is first. The Firefighter shall pay Firefighter's share of the premium to the Corporation and if the Firefighter shall fail to pay that for thirty (30) days the Corporation may discontinue enrolment in the plans.
 - vi. A Firefighter shall be provided upon retirement with a life insurance policy to a value of \$12,500, 100% paid by the Corporation.
 - vii. Benefits under Dental Plan 9 Blue Cross (current ODA Schedule); 100% paid by the Corporation.
 - viii. A Firefighter shall be provided coverage for a Psychologist, Psychiatrist, Psychotherapist, Social Worker or registered Counselor to a maximum coverage of \$1,000 per covered individual, per calendar year.
 - ix. A Firefighter shall be provided coverage for restorative care of 50/50 maximum \$1,500/year.
 - x. A Firefighter shall be provided coverage for orthodontic care of 50/50 maximum \$2,500/lifetime.
 - xi. A Firefighter shall be provided coverage for paramedical services of \$75/visit.
 - xii. The Corporation shall provide to all members 100% of the premium of group life insurance and accidental death and dismemberment in the amount equal to two (2) times the annual salary of each Firefighter such amount of insurance to be rounded to the nearest \$1,000.00. Accidental death and dismemberment to include line of duty death to occupational disease as determined by the Workplace Safety and Insurance Board (WSIB).
- 6.02 Effective the first of the month following ratification, the employer will provide the members of the bargaining unit up to five-hundred and fifty dollars (\$550.00) every 24 months for each employee and each employee's dependent, upon submission of proof of payment for the purchase of or repair of eye glasses, including prescription safety glasses for the employee only, and/or an eye examination.
- 6.03 The Employer shall provide the Association with a complete copy of the Master Benefits contract. There shall be no reduction in benefits should the Employer change the carrier. Any change(s) to the benefits contract shall be identified and highlighted by the Town in the Master Benefits contract provided to Local 573.
- 6.04 The Corporation shall pay the cost of obtaining medical certificates required by the Corporation.
- 6.05 The Corporation will reimburse each employee that is required by the employer to maintain a DZ license, including fees for testing, license renewal and medical examination to complete the MTO Medical Report at each age-based frequency as

required by the MTO. The employee will be required to submit evidence of payment to be eligible for reimbursement.

- 6.06 All employees will receive a discount of 75% off the total cost of a membership at the Community Complex, regardless of place of residence. Membership is non-transferable and has no cash value.

ARTICLE VII - DISCHARGE OR SUSPENSION

- 7.01 No Firefighter shall be discharged or suffer loss of pay or seniority for any breach of any code of conduct at the relevant time, or which may be adopted by by-law of the Corporation from time to time, until the Firefighter has been given a fair and impartial investigation.
- 7.02 Notwithstanding the provisions of any such code setting out the method of dealing with offences against discipline, before any punishment is imposed involving discharge, reduction or forfeiture of pay, or reduction in rank or seniority, the Fire Chief shall notify the Firefighter charged and Local 573 in writing, giving details of the charge, and at the request of the Firefighter charged, two officers of Local 573 shall be permitted to be present at the hearing.
- 7.03 No Firefighter shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, a single arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the single arbitrator is deemed to be just and reasonable.
- 7.04 Warning and disciplinary notices shall be in writing and be part of an employee's file for a maximum of twenty-four (24) months from the date of issue.

ARTICLE VIII - SICK LEAVE AND LEAVE OF ABSENCE

- 8.01
- a) The Corporation shall provide to the members of Local 573 a copy of the Corporation's non-union employee benefits plan. A copy of said plan is sick leave plan attached as Schedule "A" to this agreement.
 - b) For the purpose of elimination days, as per Schedule "A", 3) i), members of Local 573 shall be granted two (2) 24-hour shifts leave. Said shifts, if not used in the year in which credited, shall be carried to subsequent year(s).
 - c) Members of Local 573 shall be granted access to their sick leave bank up to ninety-six (96) hours in any calendar year in the event of unforeseen medical emergency or serious illness/injury to spouse, child or parent.
- 8.02 In the event that a Member is directed to quarantine away from the workplace due to
- (i) the employer's policy,
 - (ii) operation of law, and/or
 - (iii) direction of public health officials
- as a result of carrying out their duties (such as exposure to or acquisition of an infectious illness, etc.), the Member will receive regular pay for any days of work missed and will

not be required to use their sick days, vacation days, statutory days or banked days.

ARTICLE IX - TRAINING

9.01 Upon commencement of employment, the Chief shall use their best endeavors to ensure that every member acquires certification for the below courses required for First Class designation by the end of year four.

- NFPA 1001 Levels 1 and 2
- NFPA 1002 Fire Apparatus Driver/Operator
- NFPA 1006 Chapter 5 Technical Rescue
- NFPA 1006 Technical Rescue Personnel
- NFPA 1021 Officer I
- NFPA 1035 Fire and Life Safety Educator I
- NFPA 1041 Instructor I
- NFPA 1072 Hazardous Materials Operations
- Emergency Medical Responder

Both parties agree that the above is a comprehensive qualification list and, due to limited course offerings, it may be difficult to achieve completion of all courses within the four-year timeline. However, it is best practice to hire candidates who are already certified in NFPA 1001 Levels 1 and 2 and NFPA 1002 Fire Apparatus Driver/Operator.

An individual training plan shall be established for each Member to achieve the courses/certifications outlined in Articles 9.01 and 18.02 or to foster professional development thereafter, as the case may be.

9.02 A Firefighter who volunteers to attend training activities, including demonstrations, outside of the normal scheduled work time will be compensated at the rate of straight time or time off at straight time.

9.03 Firefighters are to be free of duty on weekends before commencement and on the weekend after completion of courses sanctioned by the Fire Chief, provided that no additional costs are created by replacement of members attending such functions. The attendance of all courses is to be sanctioned by the Fire Chief.

9.04 Firefighters attending any courses sanctioned by the Fire Chief shall receive a \$12.00 per day incidental allowance.

9.05 The employer will make the necessary changes to the agreement to ensure that the bargaining unit members are covered by Workers' Compensation or town insurance while travelling to or from all courses sanctioned by the Fire Chief.

9.06 Any course out of town for which full mileage for privately owned automobile is not paid by the organizing agency, such member will be reimbursed by the Corporation the difference in mileage at the current town rate.

ARTICLE X - ANNUAL VACATIONS

10.01 Firefighters shall be entitled to vacation and payment for same according to the following schedule:

- 6 -

- i. Firefighters with less than one year of service: four (4) 24-hour shifts without loss of pay.
 - ii. One or more years of service: five (5) 24-hour shifts without loss of pay.
 - iii. Three or more years of service: seven (7) 24-hour shifts without loss of pay.
 - iv. Ten or more years of service: nine (9) 24-hour shifts without loss of pay.
 - v. Seventeen or more years of service: eleven (11) 24-hour shifts without loss of pay.
 - vi. Twenty-seven or more years of service: thirteen (13) 24-hour shifts without loss of pay.
- 10.02 That a Firefighter be allowed to take vacation if he or she so chooses 1 day at a time subject to prior appropriate notice and approval to/by the Fire Chief.
- 10.03 A vacation and statutory holiday carry over policy relative to this agreement appears as Schedule B and forms part of this agreement.
- 10.04 Denial or approval of any request for time off shall be given in writing no later than four (4) weeks after the request submission and a minimum of two (2) weeks prior to the requested day off, whichever date comes first. The request must be received four (4) weeks prior to the vacation day.

Deviation from the above timelines may be permitted in the case of a three-person shift or at the discretion of the Fire Chief. The above timelines also exclude prime time requests, which will comply with the deadlines outlined in Article 12.03, 4.

ARTICLE XI - STATUTORY HOLIDAYS

- 11.01 Each Firefighter shall be entitled to fourteen (14) days time off in lieu of statutory holidays. These days may be taken separately if he or she so desires. A Firefighter shall be entitled to one further day off in lieu of statutory holidays (i.e., a fifteenth day) provided that a further day is proclaimed by the National, Provincial or Municipal Government.
- 11.02 The fourteen (14) days referred to in Article 11.01 are representative of:

New Year's Day	January 2nd
Dominion Day	Armistice Day
Thanksgiving Day	Victoria Day
Christmas Day	Labour Day
Good Friday	Boxing Day
Civic Holiday	Easter Monday
Family Day	National Day of Truth and Reconciliation

ARTICLE XII - WORKING HOURS

- 12.01 The hours of work shall be a four-platoon system (two platoons each side) (A, B, A, B, C, D, C, D) with a maximum average work week of forty-two (42) hours. The shifts to alternate in their periods of duty and time off as may be arranged for the purpose of changing shifts every week.

12.02 It is understood that nothing in the above-mentioned hours of work will prevent the Chief from granting the request of any one firefighter to change shifts or days off with another consenting firefighter providing such shift change or day off does not result in any additional cost.

Shift exchanges between Members will be regulated by Members. An email shall be sent to the Fire Chief to advise him/her of the change in staffing; however, approval is not required.

12.03 The 24-Hour Shift ground rules are as follows:

1. Four Platoons with three Members each. A minimum of two Members on duty at all times. Each platoon has one Platoon Chief, one Acting Platoon Chief and one Firefighter.
2. Fire Chief needs four days previous notice for stats and holidays to inform swing person.
3. All staff must take full shifts off (24 Hrs.), no half shifts unless working with three persons. There must be consent of all five persons
4. June, July and August are prime vacation months. Vacation list posted and must be completed by March 31 of each year. No more than two weeks booked at a time. Once consensus with same side staff (five Persons) has been reached there will be no changes or cancellations. If vacation time remains open, you may book additional time off with staff consent.
5. Only one person per side off at one time. Shift exchanges must be arranged if time needed at this same time.
6. Fire Chief will make final decision if there is no agreement among staff.
7. No platoon changes during prime months, unless staffing conflicts occur and it is agreed to by both the Corporation and the Association.
8. A minimum of 12 weeks advance notice must be provided prior to a change in platoon staffing.
9. All vacations/stat time off will be double days (one 24 hr shift equals two stat/vacation days).
10. Shifts will commence and terminate at 0800 Hrs.
11. On call time owing will be double (i.e. 3 hrs.)
12. Coverage for time off will be distributed in 24-hour shifts. Splitting shifts or dividing coverage amongst multiple Members shall be a last resort if coverage in a 24-hour block cannot be found from any Members.

12.04 Any employee reporting late for work or quitting early shall forfeit fifteen minutes pay for being late from 3 to 15 minutes, 30 minutes pay for being late from 16 to 30 minutes and so on if arrangements are not agreed upon by another firefighter.

ARTICLE XIII - SALARY

13.01

- a) Effective January 1, 2024 to December 31, 2026 the following shall be the schedule of salary commencing January 1, 2024 and continuing for the balance of the period covered by this agreement:

Classification	Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026
Platoon Chief (21% of 1 st Class)	\$126,108.75	\$129,261.48	\$131,846.71
Captain (16% of 1 st Class)	\$120,897.65	\$123,920.09	\$126,398.49
First Class	\$104,222.11	\$106,827.67	\$108,964.22
Second Class	\$96,477.91	\$98,889.85	\$100,867.65
Third Class	\$89,943.10	\$92,191.67	\$94,035.51
Fourth Class	\$85,891.03	\$88,038.30	\$89,799.07
Probation	\$70,283.83	\$72,040.92	\$73,481.74

- b) Progression from Probationary Firefighter to First Class Firefighter shall be on the anniversary date of the Firefighter subject to conditions as disclosed in Article 18.03 (i) of this agreement. Progression being from Probationary Firefighter, to Fourth Class Firefighter, to Third Class Firefighter, to Second Class Firefighter, to First Class Firefighter.
- c) A person acting as a Platoon Chief shall receive for each shift so worked in that capacity the differential in pay between their current Class and a Platoon Chief's wages per shift.

- 13.02 A working shift when computed for overtime shall be computed on the basis of one over 91, (the number of regular yearly shifts of a Firefighter's annual salary).
- 13.03 First Class to be maximum, with the amounts set forth in Article 13.01 representing basic rates.
- 13.04 In the absence of any Platoon Chief, a Full-Time Firefighter designated by the Fire Chief as in charge of a platoon shall receive the same rate of pay for each shift so worked, that a Platoon Chief would have otherwise earned.
- 13.05 That a Platoon Chief be in charge of each of the four platoons.
- 13.06 Retroactivity in respect of direct wages is to be provided on the basis of all paid hours. Payment is to be made within sixty (60) days of the date hereof. Any Firefighter who has left the employ of the Employer is to be notified of his/her retroactivity entitlement at his/her address on file within thirty (30) days of the date hereof and shall reply within a further thirty (30) days.
- 13.07 When a Firefighter is forced to stay on duty past their 24 hours worked, in addition to their overtime entitlement, said Firefighter shall receive an additional twenty-four (24) hours of banked time for each forced shift worked, excluding their regularly scheduled shifts, until such time as they are no longer on duty.

For example, if the Firefighter works their scheduled shift and is forced to stay on duty on overtime the next day (i.e. their regularly scheduled day off), the Firefighter shall receive overtime (paid or banked at one and one-half times their regular wage) plus an additional twenty-four (24) hours of banked time for the forced shift worked on their

regularly scheduled 'off' day. If the Firefighter is forced to stay on duty on overtime the day following (i.e. 72 hours), the Firefighter shall receive overtime plus an additional twenty-four (24) hours of banked time for the second forced shift worked.

The above benefit shall continue until such time as the Firefighter is relieved from duty and shall not be in effect for regularly scheduled shifts worked between forced shifts.

ARTICLE XIV – RECOGNITION PAY

14.01

- a) Effective January 1, 2010, provide for all bargaining unit employee's recognition pay of: 2%, 4%, 6% after 8, 17, and 23 years of service respectively.
- b) Effective January 1, 2012, provide for all bargaining unit employee's recognition pay of: 3%, 6%, 9% after 8, 17, and 23 years of service respectively.

ARTICLE XV - PENSIONS

15.01 Each Firefighter shall be entitled to the benefits and privileges of the **OMERS** pension plan which has been or may hereafter be adopted.

ARTICLE XVI – WELLNESS INITIATIVE

16.01 For the purposes of developing a fitness/health/wellness initiative, a joint committee shall be established to review and make recommendations with respect to the implementation of a program consistent with the Fire Service Joint Labour Management Fitness/Health/Wellness Initiative developed by the International Association of Fire Fighters and the International Association of Fire Chiefs.

While there shall be no restrictions as to the extent of the committee's review, or on the matters to which the committee may make recommendations, the joint committee will ensure that any fitness/health/wellness initiative it recommends will address the following key points:

- Confidentiality of behavioural, medical and fitness evaluations
- Development of a physical fitness and wellness program that is educational and rehabilitative and is not punitive provided members participate
- Require a commitment by Association and employer to a positive individualized fitness/health/wellness program
- Develop a holistic wellness approach that includes:
 - Fitness
 - Medical
 - Rehabilitation
 - Behavioural health
 - Be long term, program could possibly be made available to retirees

In accordance with the following principles, any fitness/health/wellness initiative that is recommended by the joint committee shall be based on the following:

- Positive and not punitive in design

- Require mandatory participation by all members once implemented
- Allow for age, gender and position in the department
- Allow for on-duty-time participation utilizing facilities provided or arranged by the employer
- Provide for rehabilitation and remedial support for those in need
- Contain training and education components
- Be reasonable and equitable to all participants

The parties will endeavour to reach an agreement, failing which either party may submit its position back to the Kevin Burkett Arbitration Board who shall remain seized.

ARTICLE XVII - UNIFORMS

17.01 **Firefighters** shall be issued with the following:

All **Firefighters** shall have an annual clothing point allotment of **sixty (60)** points. It is the responsibility of each Firefighter to make sure he or she has sufficient quantities of each item of clothing that he or she wears **while** at work. Clothes worn at work shall be in a state of good repair and appearance. All clothing issued by the Corporation shall be worn only while performing his or her duties at work.

Order forms shall be given to **employees** during the first week of January of each year and returned to the Chief on or before January 31. All clothing issues for the current year will be supplied by April 30 or as soon as reasonably applicable. The clothing that is to be worn by the Firefighter while performing his or her duties at work are outlined in the Clothing List for the Kirkland Lake Professional **Fire Fighters' Association**. **Sample sizes shall be supplied, except when declined by the Member.**

Dress Uniform		Stationwear		Other Clothing	
Item	Pts.	Item	Pts.	Item	Pts.
Dress Belt	1	Chore Coat	35	Cool Wick T-shirt (exercise only)	2
Dress Hat	3	High-visibility Medical Coat	35	Jogging Pant	5
Dress Pant	12	Job Shirt	10	Shorts	3
Dress Shirt	6	Mock Turtleneck	3		
Tie (clip-on)	1	Navy Sweatshirt	3		
Tie (traditional)	2	Pully Wooly Sweater	6		
Tunic	20	T-shirt	3		
Winter Dress Hat	3	Tactical Pant	8		
Winter Parka	35	Utility Belt	4		
		Work Shirt	6		

17.02 All new hires shall be issued:

Dress Uniform:

- 1 Dress Belt
- 1 Dress Hat
- 1 Dress Pant
- 1 Dress Shirt
- 1 Tie
- 1 Tunic
- 1 pair White Gloves
- 1 Winter Parka

Stationwear:

- 1 Chore Coat
- 1 High-visibility Medical Coat
- 1 Navy Sweatshirt
- 1 Pully Wooly Sweater
- 2 Tactical Pants
- 2 T-shirts
- 1 Winter Toque
- 2 Work Shirts

An order form shall be given to the employee within seven days of commencement of their employment, and same form shall be returned to the Chief within fifteen days and ordered as soon as possible.

17.03 Firefighters shall be issued a general cheque in the amount of the lesser of three hundred and fifty dollars (\$350) or the amount of the receipt for reimbursement for the purpose of station boots. The member may submit the same receipt for two years when boots are over three hundred and fifty dollars (\$350) in value.

Reimbursement shall be made to the Firefighter upon the presentation of a receipt indicating the purchase of station boots as approved by CSA. Receipts must be presented by December 15 of each calendar year to be honoured for reimbursement. Repayment for station boots must be issued within a reasonable time frame.

17.04 When required by Firefighter due to damage or being worn out the Chief shall issue one ball cap with Fire Service insignia, one pair of winter gloves or mitts, one winter toque with insignia, and one wallet with badge. These items shall be issued to each new Firefighter upon commencement of employment.

17.05 The Corporation agrees to bear the cost of repairing or replacing any clothing issued by the Corporation which a full-time Firefighter has damaged on duty upon presentation of the damaged clothing.

17.06 Firefighters shall be given a dress uniform footwear allowance of two hundred dollars (\$200) per year with a submitted receipt. The member may submit the same receipt for two years when boots are over two hundred dollars (\$200) in value. Receipts must be presented by December 15 of each calendar year to be honoured for reimbursement.

17.07 All new hires shall be given two (2) sets of station wear. The cost of the station wear will be recovered by the Corporation should employment terminate within the first year.

17.08 The Corporation will provide epaulettes without using points.

ARTICLE XVIII - PROMOTIONS AND SENIORITY

18.01 All promotions in the department will be based on skill, knowledge and ability but when these factors are equal between candidates, preference will be given to the Firefighter with the greatest seniority. In determining a Firefighter's seniority for promotion

purposes, seniority will be calculated from the date of entry or re-entry to the department and Local 573 (except on re-entry after accident or illness when it will be from the date of original entry).

For purposes of determination of skill, ability and qualification for purposes of promotion the following factors shall be considered:

- a) Completion of
 - NFPA 1021 Fire Officer II
 - NFPA 1031 Inspector I
 - NFPA 1035 Public Information Officer
 - NFPA 1035 Fire and Life Safety Educator II
 - NFPA 1041 Instructor II
 - NFPA 1072 Hazmat Mission Specific
 - NFPA 1521 Incident Safety Officerskill competence, efficiency, training, experience and general work record with the Fire Services including any exams leading to the position for which application is made;
- b) Medical fitness;
- c) Passing of examinations set by the Fire Chief for the purpose of the intended promotion and appearance for interview before a three-person neutral board of the intended promotion.

All promotions shall be determined on the recommendation of the Fire Chief.

In the event of a second vacancy within twelve months of the initial vacancy, the initial ranking of candidates as determined by the board shall apply. For example, second place candidate shall be awarded the second vacancy.

18.02 Notwithstanding the foregoing paragraph, every Firefighter for the first year of employment shall be considered to be on probation.

Six (6) months from the day a Fire Services member leaves the bargaining unit to take another job with the Corporation, all seniority that the Firefighter has obtained will be forfeited for the purposes of this collective agreement and cannot be used for re-entry or promotional purposes within the bargaining unit.

18.03

- i. All Firefighters with less than five (5) years' service shall pass a yearly exam to be set as close as practicable to the Firefighter's anniversary date and attaining a minimum of sixty-five percent (65%) before they are qualified to move up to the next classification. If the Firefighter fails to pass the required exam, the Firefighter may ask the Fire Chief to set another exam not less than sixty (60) days from the previous exam.
- ii. The adjustment in pay shall commence on the day of the anniversary date of the Firefighter.

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18.04 All promotional opportunities shall be posted internally and made available to current Members only for eight (8) days. In the event that no applications are received from current Members, the Town may post the opportunity externally and consider other candidates.

18.05 In the event that a promotional opportunity arises while the Firefighter is on a leave of absence, and given that the Firefighter meets the qualifications required for the promotion, the Firefighter is deemed to have applied for the promotion.

ARTICLE XIX - DELEGATE TO FIREFIGHTER'S ASSOCIATION FUNCTIONS

19.01 A Firefighter appointed by the Kirkland Lake Professional Fire Fighters' Association shall be allowed a maximum of six (6) working shifts off to attend Association functions. The Fire Chief is to be advised of the appointment two (2) weeks prior to each function.

The members (Firefighter) shall be entitled to take an additional six (6) days per year for Local 573 business provided it does not result in any additional costs to the Corporation by way of replacement.

19.02 In the event that a replacement of a member is needed, the Corporation shall pay the salary of the member who is replacing as per Article XIII - Salaries of the working agreement at straight time.

19.03 The Association shall be granted the privilege of using the Fire Hall for Association general membership meetings, with the understanding that the meeting shall not interfere with the operation of the Fire Services.

ARTICLE XX - MODIFIED RAND FORMULA

20.01 The Corporation shall deduct monthly from the salary cheque of each Firefighter of the Fire Services, with the exception of the Chief and Deputy Chief, such sums as may from time to time be assessed by majority vote of Local 573 membership according to the Local 573 constitution and by-laws. Such deductions shall include the regular monthly dues and any special assessments providing for benefits and privileges shared by all members of the department, but shall exclude Local 573 initiations or reinstatement fees or any special assessment for purposes in which non-Association employees, as such, would not benefit or participate.

All sums so deducted by the Corporation shall be forwarded to the Local 573 treasurer monthly.

20.02 Firefighters shall become covered by this Article on the thirtieth (30th) day following commencement of a probationary period.

20.03 Nothing in this Article shall be construed as forcing a Firefighter to join Local 573 or prevent suspension from Local 573 for just cause in accordance with Local 573 constitution and by-laws. Any fire fighter who is now a member or who becomes a member or is reinstated as a member shall, as a condition of employment, maintain such membership in good standing.

ARTICLE XXI - FIRE PROTECTION AND PREVENTION ACT (1997)

21.01 Nothing in this agreement shall be deemed to alter or contravene any of the provisions of the Fire Protection and Prevention Act together with amendments thereto.

ARTICLE XXII - STAFFING CLAUSE

22.01 In consideration of the safety and well-being of Firefighters in the performance of their duties, the Corporation shall schedule on duty at all times, subject to absences due to illness, holidays, annual vacations or special leave, three (3) Firefighters for each of the four platoons.

The Kirkland Lake Fire Services will maintain a staffing level of 12 members (excluding the Fire Chief) to strive to meet the standard required under NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public By Career Fire Departments (2020).

The Corporation, without exception, must have a minimum of two (2) Firefighters, excluding the Fire Chief, on duty at all times, with one Firefighter being a qualified Officer in Charge.

ARTICLE XXIII - BEREAVEMENT LEAVE

23.01 The Firefighter after three months of employment shall be granted two (2) 24-hour shifts leave of absence without loss of pay when the death occurs for the Firefighter's family as described herein:

Family:

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

The Firefighter's days off will be included in any of those days free from duty. If the Firefighter has already booked the shift(s) off with vacation, banked, floater or statutory hours, it will be switched to bereavement and the booked hours will be credited back to the Firefighter.

In the event that the two (2) 24-hour shifts leave hereinbefore mentioned is not adequate for the Firefighter to attend a funeral which takes place more than 300 kilometres from Kirkland Lake or in the event that an extended bereavement leave is required on compassionate grounds, then such leave may be extended at the discretion of the Fire Chief an additional one (1) 24-hour shift, for up to a total of three (3) 24-hour shifts leave.

ARTICLE XXIV - CHANGES

24.01 In the event of either party desiring or proposing any change or alteration in the agreement, such party shall give written notice to the other party not less than thirty (30) days before the renewal date and both parties shall thereupon negotiate in good faith in respect to the specific proposed changes or alterations to the agreement and the remaining provisions shall automatically renew themselves.

ARTICLE XXV - COURT TIME

25.01 A Firefighter who attends court, inquest, tribunal, hearing or inquiry during off-duty hours arising as a result of the duties as a member of the Kirkland Lake Fire Services, shall be paid one and one-half (1½) times the hourly rate of pay, and two (2) times the hourly rate of pay if the Firefighter is on a booked vacation, statutory, floater, or banked day.

ARTICLE XXVI – CALL-BACK

26.01 When a Firefighter is called back to work on a scheduled day off the Firefighter shall be compensated for such work at time and one-half (1½) the hourly rate of pay and two (2) times the hourly rate of pay if the Firefighter is on a booked vacation, statutory, floater, or banked day. Call-back occurs when the Fire Chief or designate recalls a Firefighter to work because more manpower may be required due to a fire or other disaster and also when a Firefighter is recalled in accordance with the Fire Protection and Prevention Act (1997) (Recall in Emergency).

26.02 All call-backs shall be paid at a minimum of four (4) hours. Also, in the event a Firefighter is recalled to replace a Firefighter who is off sick, on statutory leave, or on vacation, these call backs shall be paid at one and one-half (1½) times the hourly rate.

26.03 Firefighters who worked beyond their normal shift (e.g.) overtime, shall receive one and one-half (1½) times hourly rate.

The chief shall use his or her best endeavours to distribute overtime equally, but his or her failure to do so shall not be the subject matter of a grievance.

26.04 The Corporation will continue its present policy of compensating a Full-time Firefighter who is required by the Chief to carry a pager when the department is short staffed to be compensated by receiving time off equal to one and a half hours per shift; and

A Platoon Chief who is required by the Chief to carry a pager in the absence of the Chief of the department in a replacement capacity to receive compensation for such activity by receiving time off equal to one and a half hour's time owing per shift.

ARTICLE XXVII- TECHNOLOGICAL CHANGE

27.01 At least ninety (90) days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting Firefighters, the Corporation shall by written notice, furnish Local 573 with full information of the planned changes as soon as reasonably practical. After the foregoing notice has been given, representatives of both parties shall meet for the purpose of engaging in effective consultation with a view to resolving any issues, which may concern the employment status, operating methods and mechanization of any Firefighter.

27.02 Training may be requested by members prior to implementation for any introduction or implementation of substantial technological change or substantial changes in mechanization affecting the Firefighters.

ARTICLE XXVIII - LAYOFFS

28.01 Should a layoff or organizational demotion of a Full-time Firefighter(s) be planned, departmental seniority shall govern. This will result in the last Full-time Firefighter to be hired, being the first Full-time Firefighter to be laid off, and the last Full-time Firefighter to be promoted being the first to be demoted.

Upon recall - last out, first in.

ARTICLE XXIX - INDEMNIFICATION

29.01 The employer agrees to indemnify all employees of the Fire Services and save them harmless from any and all damages or claims for damages, injuries or accidents done or caused by them during the performance of their duties, including indemnification for any reasonable legal costs incurred in any civil proceedings, excluding damages, claims for damages, injuries, accidents or legal costs incurred as a result of wilful and malicious conduct. Legal counsel when required will be provided by the employer.

ARTICLE XXX - DURATION

30.01 This agreement is to remain in force from the 1st day of January 2024 up to and including the 31st day of December 2026 and shall be renewed thereafter as covered in the *Fire Protection and Prevention Act (1997)*, as amended.

ARTICLE XXXI - JOB DESCRIPTIONS

- 31.01 If the Corporation should decide to reorganize the Fire Services and reinstate the position of Deputy Chief, then it shall be entitled to discontinue the positions of Platoon Chief and reinstate those persons to positions of Captain.
- 31.02 At the discretion of the Fire Chief, a First Class Firefighter shall write an examination prepared by the Fire Chief and obtain a 65% passing grade before becoming qualified to be an acting Platoon Chief.
- 31.03 The Kirkland Lake Professional Fire Fighters' Association agrees that an acting Platoon Chief vacancy shall be designated by the Fire Chief after examinations and interviews have been conducted by a committee.

ARTICLE XXXII – NO CONTRACTING OUT

32.01 Except in cases of emergency and except to the extent of the current practice, including the current practice, as it relates to volunteer firefighter's and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement, shall be performed by any other employee or person, who is not an employee.

ARTICLE XXXIII – VACANCIES

33.01 All vacancies shall be posted within sixty (60) calendar days.

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33.02 All vacancies shall be filled within a reasonable time frame of the vacancy commencing.

ARTICLE XXXIV – MATERNITY AND PARENTAL LEAVE

34.01 Effective from December 23, 2019, members of Local 573 are eligible to a 75% top-up: fifteen (15) weeks for pregnancy leave; ten (10) weeks for parental leave.

ARTICLE XXXV – PERSONAL PROTECTIVE EQUIPMENT

35.01 Each Member shall be provided with one (1) full set of in-service personal protective equipment (PPE), including but not limited to helmet, balaclava, turnout gear (coat and pants), firefighting gloves, auto-extrication gloves, leather structural firefighting boots, hard hat, and one (1) set of alternative bunker gear meeting NFPA 1951 and 1977. A second set of bunker gear will be provided when the current PFAS contamination issues have been resolved.

ARTICLE XXXVI – STATION EQUIPMENT

36.01 The Town will in their best efforts try to maintain in good repair supply, or replace as the case may be, all station equipment and furniture required for creating and maintaining a work environment that promotes cleanliness, mental health, physical health, and the overall wellbeing of all Members.

IN WITNESS WHEREOF each of the parties hereto have caused this agreement to be signed by these duly authorized representatives as of the date and year first above written.

Completed on this day of , 2024.

Signed on Behalf of the

Signed on Behalf of the

**CORPORATION OF THE
TOWN OF KIRKLAND LAKE**

**KIRKLAND LAKE PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION**

Mayor, Stacy Wight

President, Paul Czovek

CAO, Alan Smith

Member, Chris Kazur

Member, Dan Sasseville

**Letter of Understanding
(Full-time Response on Second Page)**

Between
the Corporation of the Town of Kirkland Lake
and

Kirkland Lake Professional Fire Fighters' Association

During times when the volunteer firefighter complement is at less than twenty-five (25) volunteer firefighters capable of all functions on the fireground, Full-time Firefighters shall be permitted to respond to emergency fire calls upon receipt of a second volunteer firefighter page.

Completed on this day of , 2024.

Signed on Behalf of the

**CORPORATION OF THE
TOWN OF KIRKLAND LAKE**

Signed on Behalf of the

**KIRKLAND LAKE PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION**

Mayor, Stacy Wight

President, Paul Czovek

CAO, Alan Smith

Member, Chris Kazur

Member, Dan Sasseville

- SCHEDULE "A" -

SALARY CONTINUANCE

- 1) Eligibility
Full-time permanent employees who are actively at work on the date of plan implementation. Subsequently all employees who have been hired on a permanent basis and who have successfully completed **six (6) months of employment**.
- 2) Cost
Cost of the plan will be paid 100% by the Municipality.
- 3) Elimination Period
 - i) Sickness
Payments to commence on:
 - a) First day for first absence in calendar year.
 - b) Second day for second absence in calendar year.
 - c) Third day for third absence in calendar year.
 - d) Fourth day for fourth and subsequent absences in a calendar year.
 - ii) Accident
Payments commence immediately.
 - iii) Hospitalization
Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in 3) i) above.

4) Benefits		Weeks Paid at 100% of Regular	Weeks Paid at 66 2/3% of Regular
	Length of Service		
	Less than 1 year at December 31	1	25
	1 year at January 1	2	24
	2 years at January 1	3	23
	3 years at January 1	4	22
	4 years at January 1	6	20
	5 years at January 1	8	18
	6 years at January 1	10	16
	7 years at January 1	12	14
	8 years at January 1	14	12
	9 years at January 1	16	10
	10 years at January 1	18	8
	11 years at January 1	20	6
	12 years at January 1	22	4
	17 years at January 1	24	2
	20 years & more at January 1	26	0

NOTE: The 26 week benefit will be applicable to each occurrence.

- 5) Definition of Disability
 - i) Covers permanent full-time employees who are prevented from performing their

own occupation as a result of a non-occupational sickness or accident.

- ii) Whereas an employee returns to work and is absent from work within two (2) weeks of the return to work due to the same or related cause shall not be deemed to have a new occurrence, nor will there be an extension of the 26 week elimination period.

6) Reporting Requirements

- i) In the event the disability exceeds two consecutive shifts, the employee shall obtain a medical certificate from a qualified Medical Doctor or a Nurse Practitioner, which must be submitted to their immediate supervisor and/or Director.

Should the employee be sick on the third consecutive shift, the employee shall also obtain and complete a "Short-Term Disability Income Benefits – Employee's Statement", which can be obtained from the employer. The "Attending Physician's Initial Statement Disability Income Benefits" section will be completed by your doctor who may charge a fee.

Within five (5) calendar days of receiving the Short-Term Disability Income Benefits – Employee's Statement, the employee must forward the completed statement to:

- a) The Corporation's Benefits Administrator who will in turn forward the statement to the Insurance carrier.
 - b) Insurance carrier – the employee will be responsible to advise the Benefits Administrator of the date the statement was mailed.
- ii) Regardless of the duration of disability, an employee must see a Medical Doctor within five (5) calendar days of the commencement of disability and a medical certificate is required to be presented to the Employer within five (5) calendar days of the commencement of disability.
 - iii) For absences exceeding a period of five (5) working days, the Municipality may request that the claim be reviewed by a third party appointed by the Municipality.

7) Limitations

- i) Benefits will not commence while an employee is on lay-off or unauthorized leave of absence.
- ii) The Municipality shall have the right to reduce benefits payable by all income (including Canada Pension Benefits) received from other sources as a result of the disability.
- iii) An employee absent from work on account of an occupational injury or illness, that is recognized by the Workplace Safety & Insurance Board as compensable shall be paid as per the WSIB Act. WSIB compensation claim pay advances will be processed through the Corporation's Accounts Payable system. The maximum amount of advances shall be 85% of gross normal pay minus

associated deductions. The maximum number of advances will be equivalent to four (4) working weeks. A repayment agreement shall be signed by employee prior to any funds being released.

When the employee receives WSIB compensation payment(s), the advance must immediately be repaid. Should the compensation claim be disallowed by WSIB, the employee will be responsible for arranging proper acceptable repayment with the Corporation's payroll department.

B) LONG TERM DISABILITY PLAN

Eligibility

Full-time Permanent Employees are eligible.

Elimination Period 26 weeks

ii) Benefit 70% of salary to a maximum of \$7,000 monthly

ii) Offsets All income received from other sources will reduce the LTD payments (includes CPP and WCB payments)

2) Definition of Disability

During the elimination period and following 24 months, an employee must be totally disabled and prevented from performing his own occupation. Thereafter he or she must be prevented from performing any occupation for which he or she is qualified by education, training or experience.

- SCHEDULE "B" -

VACATION AND STATUTORY HOLIDAY CARRY-OVERS

VACATION CARRY-OVERS POLICY

It is agreed between the Corporation and Local 573 that all vacation and statutory vacation entitlements will be taken during the year in which they accrue. Members are expected to take their vacation time each year. Members can carry over a maximum of 84 hours of vacation time. Any vacation time that is not used in a vacation time entitlement year and that is not eligible to be carried over, will be lost. Any vacation pay liability owed, will be paid out.

Subject to budget availability, excess vacation and statutory entitlements may be "paid out" to the affected individual at his/her request.

ABNORMAL REQUESTS

In the event that a Firefighter wishes to carry-over more than the seven-day annual entitlement, such carry-over is subject to the approval of the Fire Chief and the reason must be provided in writing. Such carry-over must be utilized by December 31 of the following year or it will be paid out in full.

Financial Impact Summary Estimate - Fire Negotiations IAFF Local 573

Current Agreement

Current Contract Rates

(4 years - 1.5%, 1.5%, 1.75%, 1.5%)

Item	Current Year
Salary	\$ 1,109,793.00
Overtime	\$ 127,000.00
Estimated Burden	\$ 371,037.00
Total Cost	\$ 1,607,830.00

Tentative Agreement

Proposed

Item	Year 1	Year 2	Year 3	Total Contract
Salary	\$ 1,162,508.00	\$ 1,194,023.00	\$ 1,217,903.00	\$ 3,574,434.00
Estimated Overtime	\$ 70,000.00	\$ 30,150.00	\$ 30,753.00	\$ 130,903.00
Estimated Burden	\$ 369,752.00	\$ 367,252.00	\$ 374,596.00	\$ 1,111,600.00
2 New Firefighters(Salary/Burden)	\$ 115,400.00	\$ 237,724.00	\$ 242,478.00	\$ 595,602.00
Total Cost	\$ 1,717,660.00	\$ 1,829,149.00	\$ 1,865,730.00	\$ 5,412,539.00

Incremental Cost	\$ 109,830.00	\$ 221,319.00	\$ 257,900.00	\$ 589,049.00
Rate Increase	4.50%	2.50%	2.00%	9.00%

Negotiations

Requested / Agreed Upon

Base Wages

	Year 1	Year 2	Year 2
Requested	12%	6%	4%
<i>Fire Complement</i>	12 employees		
Agreed Upon	4.50%	2.5%	2.00%

*Platoon Chiefs also receive 1% increase above First Class Rate (from 20 to 21%)

REPORT TO COUNCIL

Meeting Date: 09/05/2024	Report Number: 2024-DEV-011
Presented by: Dan Laverdure	Department: Development and Enterprise Services

REPORT TITLE

Quarterly Municipal Accommodations Tax Update

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2024-DEV-011 entitled “**Quarterly Municipal Accommodations Tax Update**” be received for information.

INTRODUCTION

A 2024 Q1 update is being presented on the newly adopted Municipal Accommodations Tax (MAT).

DISCUSSION

On November 7, 2023, Council resolved as follows:

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

BE IT RESOLVED THAT Report Number 2023-FIN-012 entitled “**Municipal Accommodation Tax By-Law**” be received;
AND THAT Council direct that a Public Meeting be scheduled on November 21, 2023 at 4:40 PM to allow for comments on the proposed Municipal Accommodation Tax By-Law, as presented;
AND THAT a Reserve Fund be established for the Municipal Accommodation Tax;
AND FINALLY THAT the Municipal Accommodation Tax By-Law, as presented, be brought forward for three readings on November 21, 2023.

CARRIED”

On November 21, 2023, Council enacted [By-Law 23-079](#), being a by-law to establish a Municipal Accommodation Tax within the Town of Kirkland Lake.

DISCUSSION (CONTINUED)

Administration initiated a formal notice process to relevant businesses on the Municipal Accommodation Tax. A marketing campaign was also launched, including notification of the implementation of the MAT over local radio broadcasting, a [stand-alone webpage](#) on the Town's Website, and promotion through the Town's social media mediums.

The collection of Municipal Accommodations Tax commenced in effective January 1, 2024. The tax rate of four (4) percent plus HST was established to be collected on the purchase price of each accommodation (stay) provided for a continuous period of less than 30 days.

The [MAT By-Law](#) applies to all transient and short-term accommodations, such as a hotel, motel, cottage, lodge, inn, bed and breakfast, dwelling unit, or any place an accommodation is provided in exchange for a fee. This includes Short Term Accommodations (STA) in residential units, whether marketed directly by the owner/provider or through online platforms such as Airbnb®. This ensures that the MAT is equitably and fairly applied and reflects the importance of such informal accommodations in the marketplace.

As with the hotels, the onus is on the owner/operator of each STA to make MAT remittances directly to the Town. This includes those that are marketed through online platforms such as Airbnb®. The option does exist for the Town to arrange for some of the online platforms to collect and remit the MAT on behalf of their local providers. However, at this time Administration do not recommend the use of an online platform as honouring these agreements with those entities is volatile, and the Town's recourse in such situations is very limited.

To date, the Town has collected \$36,735.64, and have billed \$46,727.50 for the first quarter (Jan 1 - Mar 30) of 2024

A Municipal Accommodation Tax Remittance Report is collected at the end of each month for the MAT collected in the previous month. Payment is due no later than the following month thereafter. For instance, the Remittance Report for MAT collected in January was due no later than the last day in February. Payment is due no later than the last day of the following month, March 31st.

As was so directed by Council, those funds are held in the MAT Reserve Fund until further direction is established by the Corporation.

OTHER ALTERNATIVES CONSIDERED

No other alternatives.

FINANCIAL CONSIDERATIONS

As per Council's direction, 50% of net funds received are to be allocated to the Economic Development Reserve Fund, and the remaining 50% of net funds to the newly formed Kirkland Lake Tourism Development Corporation.

ALIGNMENT TO CORPORATE STRATEGIC PLAN

Priorities

- Vibrant & Prosperous Community
- Current Council's Operational Aims



Actions:

Vibrant & Prosperous Community

- Prioritize the implementation of the economic development and tourism program to improve the local business climate and foster growth.
- Develop long-term financial plans and budgets to support the aim of being a vibrant and prosperous community.

Council Operational Aims:

Financial Sustainability

- Long-term financial plans and budgets aligned with the Corporation's vision and mission Increased and diversified revenue streams.
- Regular transparent reporting to stakeholders on financial health and performance.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

CONCLUSION

The implementation and collection of the MAT has started off smoother than expected. Staff will continue throughout 2024 to educate the public of the MAT as there are currently a small amount of STA currently unlisted with the MAT registration.

CONSULTATIONS

Town of Kirkland Lake Senior Management Team

Accounts Receivables Clerk – Treasury Division

ATTACHMENTS

None.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-028

BEING A BY-LAW TO PERMIT RETAIL BUSINESS ESTABLISHMENTS TO OPERATE ON HOLIDAYS FOR THE MAINTENANCE OR DEVELOPMENT OF TOURISM WITHIN THE GEOGRAPHIC LIMITS OF THE TOWN OF KIRKLAND LAKE

WHEREAS Section 2 of the *Retail Business Holidays Act*, R.S.O. 1990, c. R.30, as amended, (hereinafter referred to as “the Act”) provides that no person carrying on a retail business in a retail business establishment shall sell or offer for sale any goods or services therein by retail or admit members of the public thereto on a Holiday, as defined under the Act;

AND WHEREAS subject to Subsection 4(4) of the Act, Council received an application from one or more persons carrying on retail business in the Town requesting Council to permit retail business establishments to be open on Holidays;

AND WHEREAS Council of The Corporation of the Town of Kirkland Lake (hereinafter referred to as Kirkland Lake) is authorized to pass a by-law permitting retail business establishments to be open on Holidays for the maintenance and development of tourism pursuant to Section 4 of the Act;

AND WHEREAS Council has determined that there exist within the jurisdiction Kirkland Lake:

- i) natural attractions and outdoor recreational attractions; and
- ii) cultural, multi cultural and educational attractions;

AND WHEREAS Council is satisfied that the tourism criteria as set out in Ontario Regulation 711/91 have been met;

AND WHEREAS Council acknowledges that although Holidays are intended as a day of pause, it has determined it to be in the public interest to permit all retail business establishments to be open on Holidays for the purpose of maintaining and developing tourism within the Township;

AND WHEREAS on April 16, 2024, and in accordance with the Town’s Notice Policy (By-Law 22-047), a Public Meeting was held to allow for comments and to allow local retail business owners the official forum to make representations in respect of the proposed Retail Business Holiday Exemption By-Law;

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

1 DEFINITIONS

- i) **THAT** for the purposes of this By-Law:
 - a) **Council** means the Council of The Corporation of the Township of Kirkland Lake;
 - b) **Holiday** shall have the meaning ascribed to it in the Act;
 - c) **Retail Business** shall have the meaning ascribed to it in the Act;
 - d) **Retail Business Establishment** shall have the meaning ascribed to it in the Act; and
 - e) **Town** means the land within the geographic limit of The Corporation of the Town of Kirkland Lake.

2 THAT all Retail Business Establishments within the Town may be open on a Holiday.

3 THAT this By-Law shall be known as the “Retail Business Holiday Exemption By-Law”.

4 THAT should any section, clause or provision of this By-Law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof, other than the part which was declared to be invalid.

5 THAT this By-Law shall come into full force and effect, subject to an appeal period under Section 4.3 of the Act, on the thirtieth (30th) day after it is passed, being Wednesday, May 22, 2024.

6 THAT By-Law 03-23 and any other inherent municipal by-laws or policies surrounding Retail Business Holidays are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-029

BEING A BY-LAW TO ESTABLISH FEES AND CHARGES FOR THE KIRKLAND LAKE FIRE SERVICES DEPARTMENT

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

AND WHEREAS Section 398 of the *Municipal Act* provides that fees or charges imposed in accordance with this By-Law constitute a debt owed to the municipality for which the Treasurer may add the outstanding fees or charges, including interest on the unpaid balance, to the tax roll for the property owned by the persons responsible for paying the fees and charges, and the amount shall be collected in the same manner as municipal taxes;

AND WHEREAS Section 23.1(1) of the *Municipal Act* permits Council, by by-law, to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature;

AND WHEREAS a Public Meeting was held on April 4, 2024 in accordance with the *Municipal Act* in the matter of the proposed amendments to fees and charges related to the Kirkland Lake Fire Services Department, etc.;

AND WHEREAS public notice was provided in accordance with the Town of Kirkland Lake's Public Notice Policy (By-Law 22-047);

AND WHEREAS the Council of The Corporation of the Town of Kirkland Lake deems it expedient to expand on the Kirkland Lake Fire Services Department's Fees and Charges for the municipality;

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

1 THAT in this By-Law:

- a) **False Alarm** means an alarm signal where a fire department response, in the opinion of the Director of Emergency Services/Fire Chief, is not required.
- b) **Non-Resident** means a person who is not a resident residing within the jurisdiction of The Corporation of the Town of Kirkland Lake.
- c) **Owner means:**
 - i) **for property**, the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used whether on his own account or as agent or trustee of any other person or who would so receive the rent if such land and premises were it, and shall also include a lessee or occupant of the property who, under the terms of the lease, is required to repair and maintain the property in accordance with standards for maintenance and occupancy of property;

c) Owner means:

ii) **for vehicles**, the person registered as owner.

d) Resident means a natural person whose name is included on the Town of Kirkland Lake Voters' List, pursuant to the *Municipal Elections Act*, as updated from time to time by the Municipal Clerk, in the absence of evidence satisfactory to the Municipal Clerk to the contrary.

- 2 THAT** the fees and charges for the Kirkland Lake Fire Services Department be established as Schedule "A" attached hereto and forming part of this By-Law.
- 3 THAT** All fees and charges set out in this By-Law, with the exception of the fees and charges for emergency response, shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by a municipal official.
- 4 THAT** All fees and charges set out in this by-law for emergency response shall be due within thirty (30) days of the issue of an invoice from The Corporation of the Town of Kirkland Lake.
- 5 THAT** where the provisions of this By-Law may conflict with any other by-law, this By-Law shall prevail.
- 6 THAT** this By-Law may be cited as the "*Fire Services User Fees & Charges By-Law*".
- 7 THAT** in the event that any fee or charge imposed herein remains unpaid after provision of the service, or, is otherwise in arrears, such fees or charges may be added to the tax roll for any real property in the municipality, the owner of which is responsible for paying the fee or charge and shall be collected in like manner as municipal taxes.
- 8 THAT** Council does hereby provide the Chief Administrative Officer of The Corporation of Town of Kirkland Lake delegated authority to bestow upon the Director of Emergency Services/Fire Chief to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of municipal fees and charges.
- 9 THAT** this By-Law shall come into force and effect on July 1, 2024.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk



SCHEDULE "A" to BY-LAW 24-029

USER FEES & CHARGES FIRE SERVICES DEPARTMENT

SERVICE TYPE	2024	2025
Information		
Fire Department Response Report or Summary Report	\$45.00	\$48.00
Clearance / Status Letter Applies to specific inspection results - not for property transactions.	\$45.00	\$48.00
Outside Work Order File search, Property Status Inquiry	\$90.00	\$95.00
Permits		
Municipal Residential Outdoor - Wood Burning Appliance Permit	\$15.00	\$20.00
Municipal Commercial Outdoor Burning Permit	\$75.00	\$100.00
Burning without a Permit April 1 st - Oct 31 st	Offence: 1 st - warning issued (no charge) 2 nd + Current MTO rate 25% + Admin overhead charge (min): Platoon Chief (1) & Firefighter (1)	Offence: 1 st - warning issued (no charge) 2 nd + Current MTO rate 25% + Admin overhead charge (min): Platoon Chief (1) & Firefighter (1)
Family Fireworks Sale Permit – Store	\$100.00	\$125.00
Family Fireworks Sale Permit – Trailer (Temporary)	\$150.00	\$150.00
Demolition Permit (Simple)	\$125.00	\$150.00
Demolition Permit (Complex)	\$300.00	\$325.00



SCHEDULE “A” to BY-LAW 24-029

USER FEES & CHARGES FIRE SERVICES DEPARTMENT

SERVICE TYPE	2024	2025
Inspections		
Residential - Buildings with 2 dwellings	\$75.00	\$85.00
Residential - Buildings 3-6 units, no more than 3 stories	\$200.00	\$225.00
Multi-Residential - More than 6 units	\$200.00 + \$25.00 per story	\$225.00 + \$30.00 per story
Group Homes, including Foster Care Homes	\$75.00	\$85.00
Bed & Breakfast, Lodging House	\$125.00	\$150.00
Daycares - Private Home	\$75.00	\$75.00
Daycare - Licensed (not private)	\$200.00	\$225.00
Commercial, Industrial, Mercantile, Professional Office - up to 1000 sq. ft.	\$75.00	\$100.00
Commercial, Industrial, Mercantile, Professional Office - 1000 to 3000 sq. ft.	\$150.00	\$175.00
Commercial, Industrial, Mercantile, Professional Office - Greater than 3000 sq. ft.	\$200.00	\$225.00
Inspection of AGCO / LLBO Licence Requests	\$150.00	\$175.00
Inspection of AGCO / LLBO Licence Requests – Previous Inspection completed within 11 months	\$40.00	\$50.00
Business Licence Renewal	\$40.00	\$45.00
Business Licence Renewal – 1 st Application	\$75.00	\$85.00
Business Licence Renewal – Restaurant Applicant with a Commercial Hood System	\$150.00	\$175.00
Vulnerable Occupancy - Small	\$75.00	\$85.00



SCHEDULE “A” to BY-LAW 24-029

USER FEES & CHARGES FIRE SERVICES DEPARTMENT

SERVICE TYPE	2024	2025
Inspections		
Vulnerable Occupancy - Large	\$300.00	\$325.00
Smoke Alarm / CO Alarm - Single Family Residence	No Charge	No Charge
Mobile Food Vendors (Trailers)	\$75.00	\$85.00
Mobile Food Vendors (Cart)	\$40.00	\$45.00
Propane Facilities	\$200.00	\$225.00
SCBA Refill (Breathing Air Cylinder)	\$13.00	\$14.00
Fire Prevention / Education Fees		
Fire Safety Plan Review - signature for a building without an alarm system	\$75.00	\$80.00
Fire Safety Plan Review - signature for a building with an alarm system)	\$150.00	\$160.00
Training of outside agencies, public, etc. (including Fire Extinguisher Training)	\$75.00	\$85.00
Emergency Response		
Non-Resident Motor Vehicle Response	Current MTO rate	Current MTO rate
Motor Vehicle Response – Provincial Highways	Current MTO rate	Current MTO rate



SCHEDULE "A" to BY-LAW 24-029

USER FEES & CHARGES FIRE SERVICES DEPARTMENT

SERVICE TYPE	2024	2025
Emergency Response		
False Automatic Monitored Alarms (time period resets every January)	<p>Offence: 1st – No charge</p> <p>2nd – Current MTO rate for 1 apparatus</p> <p>3rd – Current MTO rate per apparatus responding per hour</p>	<p>Offence: 1st – No charge</p> <p>2nd - Current MTO rate for 1 apparatus</p> <p>3rd – Current MTO rate per apparatus responding per hour</p>
Hazardous Material Response	Current MTO rate + consumable materials, replacement staff, & 20% overhead charge	Current MTO rate + consumable materials, replacement staff, & 20% overhead charge
Exceptional Use Items (foam, chemical suit, etc.)	Cost of consumable materials + 25% administrative overhead charge	Cost of consumable materials + 25% administrative overhead charge
Emergency Response to Utilities as a result of Others Actions (natural gas line struck by contractor, contractor influenced calls, etc.)	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)
<p>Elevator Rescue - Non-Emergency</p> <p>When Fire and Emergency Services attends a property in response to a stalled / malfunction elevator and determines the confined individual (s) do not require medical attention, KLFS will assist in patient (s) evacuation. If KLFS is not successful in the evacuation of patient(s), KLFS will remain on scene until the arrival of a responsible elevator representative/company.</p> <p>The property owner shall be charged the fees as stipulated in this schedule.</p>	Current MTO rate + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)	Current MTO rate + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)



SCHEDULE “A” to BY-LAW 24-029

USER FEES & CHARGES FIRE SERVICES DEPARTMENT

SERVICE TYPE	2024	2025
Emergency Response		
Fire Watch: Post-Fire Property Security/Safety	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighter (1)
Fires On or Beside the Railroad (as a result of the railroad left unattended in tie burning or otherwise, out of control fires, and failure to attempt to extinguish those fires that impinge on private or public properties)	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighters (2)	Actual costs + 25% administrative overhead charge (min): Platoon Chief (1) & Firefighters (2)
Emergency Control / Protection Costs (such as demolition, boarding, fencing, making area safe, security, other agencies cost ie. MNRF)	Actual costs + 25% administrative overhead charge	Actual costs + 25% administrative overhead charge
Illegal Burning of Hazardous Materials or Burning Regarding Open Air Burning Permits Under the Ontario Fire Code	Current MTO rate + additional cleanup costs, including 25% administrative overhead charge	Current MTO rate + additional cleanup costs, including 25% administrative overhead charge
Fire Response Fees - Indemnification Technology - Insured Perils	Current MTO rate per truck + any additional cost to KLFS or TKL for each & every call*	Current MTO rate per truck + any additional cost to KLFS or TKL for each & every call*

* If the insurer pays the coverage to the property owner, the property owner is liable to remit these funds to the municipality or its representative

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-030

BEING A BY-LAW TO ESTABLISH FEES FOR THE KIRKLAND LAKE CEMETERY

WHEREAS Section 391 of the [Municipal Act](#), 2001, S.O. 2001, c.25, as amended (hereinafter referred to as the “*Municipal Act*”), authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or done on behalf of it;

AND WHEREAS O. Reg. 30/11, [Funeral, Burial and Cremation Services Act](#), 2002, S.O. 2022, c.33, requires that a percentage of the purchase price of all interment rights and set amounts for marker and monument installations, are contributed into a care and maintenance fund;

AND WHEREAS Section 398 of the *Municipal Act* provides that fees or charges imposed in accordance with this By-Law constitute a debt owed to the municipality for which the Treasurer may add the outstanding fees or charges, including interest on the unpaid balance, to the tax roll for the property owned by the persons responsible for paying the fees and charges, and the amount shall be collected in the same manner as municipal taxes;

AND WHEREAS Section 23.1(1) of the *Municipal Act* permits Council, by by-law, to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature;

AND WHEREAS a Public Meeting was held on April 4, 2024 in accordance with the *Municipal Act* in the matter of the proposed amendments to fees and charges related to the Kirkland Lake Cemetery fees and charges, etc.;

AND WHEREAS public notice was provided in accordance with the Town of Kirkland Lake’s Public Notice Policy ([By-Law 22-047](#));

AND WHEREAS the Council of The Corporation of The Town of Kirkland Lake deems it expedient to amend the Kirkland Lake Cemetery Price List for the municipality;

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

- 1 **THAT** the fees and charges for the Kirkland Lake Cemetery be established as Schedule “A” attached hereto and forming part of this By-Law:
- 2 **THAT** all fees and charges set out in this By-Law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by a municipal official.
- 3 **THAT** where the provisions of this By-Law may conflict with any other by-law, this By-Law shall prevail.
- 4 **THAT** this By-Law may be cited as the “*Cemetery Price List By-Law*”.
- 5 **THAT** in the event that any fee or charge imposed herein remains unpaid after provision of the service, or, is otherwise in arrears, such fees or charges may be added to the tax roll for any real property in the municipality, the owner of which is responsible for paying the fee or charge and shall be collected in like manner as municipal taxes.

6 THAT Council does hereby provide the Chief Administrative Officer of The Corporation of Town of Kirkland Lake delegated authority to bestow upon Directors, or designate, to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of municipal fees and charges.

7 THAT By-Law 23-038 be repealed on July 1, 2024.

8 THAT this By-Law shall come into force and effect on July 1, 2024.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

DRAFT



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

The Corporation of the Town of Kirkland Lake

c/o 3 Kirkland Street West,
Kirkland Lake, ON P2N 3P4
Website: www.kirklandlake.ca

operating as

The Kirkland Lake Cemetery

Cemetery Operator Licence # CM – 3304570

Person in Charge of day-to-day Operations:

Dave Pearce, Parks, Recreation, and Cemetery Supervisor

Email: Dave.Pearce@tkl.ca

Tel: 705-642-3378

PRICE LIST

Effective date: July 1, 2024

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

The following format and content of this Price List has been stipulated by the Bereavement Authority of Ontario (BAO) and is required to be posted by all bereavement licensees.

INTERMENT AND SCATTERING RIGHTS

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

Resident Fees

In-ground burials

Adult Grave (3' x 8').....	\$735.00
Child Grave (3' x 3').....	\$237.00
Infant Grave	\$110.00
Cremation Grave	\$366.00

Niches

Columbarium Niche Level E	\$1,650.00
Columbarium Niche Level D	\$1,854.00
Columbarium Niche Level C	\$1,854.00
Columbarium Niche Level B	\$1,650.00
Columbarium Niche Level A	\$1,500.00
Columbarium Niche Family 2 – Unit Niche	Actual Costs

Scattering Rights

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

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

For one in-ground grave, 24ft ² or larger	\$490.00
Cremation Grave.....	\$244.00
For one child or cremation grave, smaller than 2.23m ² /24ft ²	\$175.00
Columbarium Niche Level E.....	\$291.18
Columbarium Niche Level D.....	\$327.18
Columbarium Niche Level C.....	\$327.18
Columbarium Niche Level B.....	\$291.18
Columbarium Niche Level A.....	\$264.71
Scattering Gardens	\$168.80
Niche Inscription	\$700.00
Care and Maintenance Fund Repayment – payable on each niche sale	\$291.90

INTERMENT AND SCATTERING RIGHTS

Non-Resident Fees

In-ground burials

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

Niches

Columbarium Niche Level E	\$1,980.00
Columbarium Niche Level D	\$2,224.80
Columbarium Niche Level C	\$2,224.80
Columbarium Niche Level B	\$1,980.00
Columbarium Niche Level A	\$1,800.00
Columbarium Niche Family 2 – Unit Niche	Actual Costs

Scattering Rights

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

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

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

INTERMENT RIGHT & MARKER SPECIFICATIONS

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

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

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Interment of an adult at standard depth	\$975.00
Interment of an adult at standard depth non-resident	\$1,170.00
Interment of an adult at extra depth	additional \$445.00
Interment of a child at standard depth	\$500.00
Interment of a child at extra depth	additional \$445.00
Interment of an infant at standard depth	\$375.00
Interment of an infant at extra depth	additional \$445.00
Additional charge for installation of a standard-sized concrete or steel vault/grave liner	\$435.00

Cremated Remains Disposition Fees

Interment of cremated remains – niche - resident.....	\$300.00
Interment of cremated remains –niche - non-resident.....	\$360.00
Interment of cremated remains in common ground - resident.....	\$577.00
Interment of cremated remains in common ground – non- resident	\$692.40

Late Arrival Fees and Saturday Fees

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

CEMETERY SERVICES (continued)

Disinterment Fees (standard depth / extra depth)

Disinterment of remains from a grave \$2,335.00

Removal of cremated remains

Disinterment of cremated remains \$450.00

Removal of cremated remains from a columbarium niche \$300.00

Administration fees

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

Other Fees

Vault Storage if buried elsewhere \$785.00

Replace Lost Interment Rights Certificate..... \$92.00

Memorial Bench Granite..... \$780.00

Genealogical Research (per hour)..... \$59.00

Tree Trimming (per hour) \$59.00

Cleaning Flat or Pillow..... \$20.00

Cleaning Upright..... \$40.00

Concrete Garden Edger \$212.00

Bereavement Authority of Ontario Consumer Protection Fee (as set annually & payable to BAO) \$30.00

SUPPLIES

MONUMENTS AND MARKERS

Construction of single monument foundation \$250.00

Construction of double monument foundation..... \$390.00

Construction of marker monument foundation \$145.00

Construction of corner post monument foundation \$145.00

Scattering Gardens Marker..... \$324.00

Care and Maintenance Fund Contribution:

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

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

For flat markers measuring 1,116.13cm² / 173in² or larger..... \$100.00

For upright monuments under 4ft or less in length, including base \$200.00

For upright monuments 6ft or less including base..... \$400.00

PAYMENT, FINANCING & FUNDING

For services at time of death:

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

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

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

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-031

BEING A BY-LAW TO ESTABLISH AND REQUIRE PAYMENT OF VARIOUS FEES AND CHARGES FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

WHEREAS Section 8 of the [Municipal Act](#), 2001, S.O. 2001, c.25, as amended (hereinafter referred to as "*Municipal Act*"), provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS Section 10 of the *Municipal Act* provides that a single-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction set out therein including *inter alia*, and financial management of the municipality and its local boards;

AND WHEREAS Section 391(1) of the *Municipal Act* authorizes municipalities to impose fees or charges on persons for services or activities provided/done by/on behalf of the municipality, for costs payable for services/activities provided/done by/on behalf of the municipality or its local boards, and for the use of its property;

AND WHEREAS Section 7 of the [Building Code Act](#), S.O., 1992, authorizes Council to pass by-laws requiring the payment of fees on application for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Section 69(1) of the [Planning Act](#), R.S.O. 1990, provides that Council may prescribe a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS Section 398 of the *Municipal Act* provides that fees or charges imposed in accordance with this By-Law constitute a debt owed to the municipality for which the Treasurer may add the outstanding fees or charges, including interest on the unpaid balance, to the tax roll for the property owned by the persons responsible for paying the fees and charges, and the amount shall be collected in the same manner as municipal taxes;

AND WHEREAS Section 23.1(1) of the *Municipal Act* permits Council by by-law to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature;

AND WHEREAS public notice was provided in accordance with the Town of Kirkland Lake's Public Notice Policy ([By-Law 22-047](#));

AND WHEREAS the Council of The Corporation of The Town of Kirkland Lake deems it expedient to amend User Fees and Charges for the municipality;

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

- 1 **THAT** the fees and charges for various municipal services and activities be established in the Schedules attached hereto and forming part of this By-Law as follows:
 - A. Schedule "A" – Administration Department – Clerk's Office Division

- B. Schedule “B” – Corporate Services Department – Treasury Division
- C. Schedule “C” – Community Services Department – Museum Division
- D. Schedule “D” – Community Services Department – Parks and Recreation Division
- E. Schedule “E” – Development & Enterprise Services Department – Planning Division
- F. Schedule “F” – Development & Enterprise Services Department – Building Division
- G. Schedule “G” – Public Works Department – Equipment Rates
- H. Schedule “H” – Public Works Department – Waste Management Division
- I. Schedule “I” – Public Works Department – Airport Division
- J. Schedule “J” – Contracted Services - Animal Control

- 2 THAT** all fees and charges set out in this By-Law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by a municipal official.
- 3 THAT** where the provisions of this By-Law may conflict with any other by-law, this By-Law shall prevail.
- 4 THAT** this By-Law may be cited as the “*User Fees & Charges By-Law*”.
- 5 THAT** in the event that any fee or charge imposed herein remains unpaid after provision of the service, or, is otherwise in arrears, such fees or charges may be added to the tax roll for any real property in the municipality, the owner of which is responsible for paying the fee or charge and shall be collected in like manner as municipal taxes.
- 6 THAT** Council does hereby provide the Chief Administrative Officer of The Corporation of Town of Kirkland Lake delegated authority to bestow upon Directors, or designates, to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of municipal fees and charges.
- 7 THAT** unless otherwise stated, this By-Law and its Schedules shall come into force and effect on July 1, 2024.
- 8 THAT** By-Law 23-041 be repealed on July 1, 2024.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

Administration Department - Clerk's Office Division

Fee Description	Rates	
Meeting Room Rentals (excludes charitable organizations)	Resident	Non-Resident
Council Chambers (per hour)	\$50.00	\$60.00
Main Floor Boardroom (per hour)	\$30.00	\$36.00
Certifying & Commissioning Services	Resident	Non-Resident
Certification of Documents (non-municipal) - per visit	\$ 20.00	\$ 24.00
Commissioning of Documents (non-municipal) - per visit	\$ 20.00	\$ 24.00
Alcohol and Gaming Commission of Ontario (AGCO) and Liquor Control Board of Ontario (LCBO) Approvals		
Liquor Licence Municipal Information Form		\$20.00
Extension of Existing Liquor Licence /Letter of Non-Objection		\$20.00
Significant Event Status Resolution (not in conjunction with Special Event Permit)		\$35.00
By-the-Glass Letter of Support		\$35.00
Requests for Information	Resident	Non-Resident
Access/Correction Request Application Fee*		\$5.00
Search Time (per 15 minutes)*		\$7.50
Preparation of Records for Disclosure (per 15 minutes)*		\$7.50
Preparation of Records for Disclosure (per page)*		\$0.20
Photocopies - 8 1/2 x 11 or 11 1/2 x 14 (per page)*		\$0.20
Plotter Photocopying - 18x24, 24x36, 36x48, 42x60 (per page)		actual cost
Encrypted USB - max size 32 GB (per device)		\$10.00
*fee established by Legislation		
Research Fee (per 15 minutes of research/response time)	\$10.00	\$12.00
Burial Permits (Death Registrations)		
Death Registrations - per Registration (including out of Town Registrations)		\$30.00
Death Registrations - per Registration for in-Town Indigent or Unclaimed persons		no cost
Death Registration Surcharge after regular business hours (Surcharge payable to Division Registrar, or designate on call)		\$30.00
Business Licencing		
Hawker & Peddler Licence - First Application		\$5,000.00
Hawker & Peddler Licence - Subsequent Application		\$1,000.00
Mobile Refreshment Vehicle Licence		\$1,000.00
Food Cart Licence		\$250.00
Lottery Licencing		
Lottery Licence - Raffle		3% of Prize Value
Lottery Licence - Break Open Tickets (Nevadas)		3% of Prize Value
Lottery Licence - Bingo (per session)		\$ 99.00
Marriage Licencing & Civil Ceremony Fees	Resident	Non-Resident
Marriage Licence (per licence)	\$ 150.00	\$ 180.00
Civil Marriage - Ceremony (\$100 non-refundable deposit)	\$ 300.00	\$ 360.00
Civil Marriage - Rehearsal Attendance	\$ 60.00	\$ 72.00
Civil Marriage - Out of Town Travel		\$0.61 per kilometer



SCHEDULE 'B' TO BY-LAW 24-031

Corporate Services Department - Treasury Division

Fee Description	Rates
NSF Cheques	\$40.00
Tax Certificates	\$ 70.00
Tax/Water Letter (Confirmation of Records)	\$ 10.00
Tax Registration for Vacant and Improved Land	\$ 1000.00



SCHEDULE 'C' TO BY-LAW 24-031

KIRKLAND LAKE
THE RIGHT ENVIRONMENT

Community Services Department - Museum Division

Disclaimer: The Department of Community Services may offer programs, lessons, demonstrations, workshops, or other initiatives during the year that are not listed in the User Fees guide. The fees set for these programs are based on the actual cost to provide them to the community and therefore fluctuate somewhat on an ongoing basis. Fees for these programs will be published on the Municipal Website, or social media sites in advance of the program.

Fee Description	Rate
Admission	
Adults	\$6.10
Seniors (65+)	\$4.10
Students (must present valid school ID, 10 students = 1 Teacher Free)	\$4.10
Children (5 & under)	no cost
Family Rate (min. 4 people in family)	\$15.30
Group rate -per person (5 people and above)	\$4.10
Museum Passes Adult (10)	\$48.80
Museum Passes Senior/Student (10)	\$32.80
Museum Passes Family - Four People (10) (Totals 40 admissions)	\$122.40
Admission to Opening Reception	by donation
Activity & Programming Fee (per student - covers admission, programming, crafts, activities, etc)	\$8.15
Memberships	
Single	\$35.00
Family/Groups of Four	\$50.00
Senior	\$25.00
Senior Couple	\$35.00
Student (must present valid school ID)	\$25.00
Group (up to 20 people / at one time)	\$85.00
Business (for 20 people and over)	\$145.00

NOTE: Museum Members receive a 20% discount on select Activities and Programs

GOLD Pass Membership

Includes:

Community Services Department - Museum Division (cont.)

Fee Description	Rate
Free admission and access to Gallery Openings	
10% Discounts in Gift Shop	
10-15% off Room Rental(s)	
Email Updates on Exhibits, Events & Projects	
Early access to special event and activities (craft/book sales, etc.)	
Free Passes to the Museum (# based on Membership Category)	
20% off ticket price for select activities and programs	
Research & Retail Services	
Research Fee (per 1/2 hour - 1st 1/2 hour is free)	\$25.50
Digital Reproductions - Offsite Credit/Debit Transactions (minimum \$ - up to 3 images)	\$10.00
Digital Reproductions - Onsite Credit/Debit Transactions (per image)	\$3.10
Digital Reproductions - CD/USB/Email (proof sent with watermark)	at cost
Admin fee for Offsite Digital Reproductions (materials billed at cost)	\$10.00
Digital Scanning Services (min. 2 week timeline for completion)	
Price per photograph/slide/negative	\$0.50
Up to 100 photos/negatives/slides (\$0.40/ea)	\$40.00
Up to 250 photos/negatives/slides (\$0.34/ea)	\$85.00
Up to 500 photos/negatives/slides (\$0.29/ea)	\$145.00
Up to 1000 photos/negatives/slides (\$0.20/ea)	\$200.00
Up to 1500 photos/negatives/slides (\$0.18/ea)	\$265.00
Price per strip negative:	
as a whole - not cropped	\$0.50
with images scanned individually - price per image	\$0.50
Rush Service (min. 4 days - excludes scanning costs)	\$40.00
Bring Your Own USB	no additional cost
Commemorative KL100 Gold Bar USB 16GB	\$20.00
Shipping & Handling (freight and materials)	at cost

Community Services Department - Museum Division (cont.)

Fee Description	Rate
Printing Services	
Computer/Photocopy Printouts without rental (Black & White)	\$0.25
Computer/Photocopy Printouts with rental (Black & White)	\$0.20
Computer/Photocopy Printouts with rental (Colour)	\$0.35
Computer/Photocopy Printouts without rental (Colour)	\$0.45
Rentals	
Full Day Rentals - Up to 10 hours	
Entire Building Includes Billiard Room, Gallery, Dining Room Parlour, Music Room and Kitchen	\$782.08
Gallery	\$315.12
Billiard Room	\$282.88
Gallery & Billiard Room	\$431.60
Music Room	\$215.28
Half Day Rentals - 5 hours or less	
Entire Building Includes Billiard Room, Gallery, Dining Room Parlour, Music Room and Kitchen	\$577.20
Gallery	\$230.88
Billiard Room	\$199.68
Gallery and Billiard Room	\$321.36
Music Room	\$151.84
Workshop Rentals	
Full Day Classroom Style, Tables & Chairs only	\$157.04
Two Full Days Classroom Style, Tables & Chairs only	\$236.08
Other Room Rental Fees (incl. Packages, Surchages and Subsidies)	
Dining Room & Parlour After Hours Rental (incl. Dining Room & Parlour and Kitchen Use)	\$110.24
Dining Room & Parlour Party Package (includes Dining Room & Parlour and Kitchen Use)	\$162.24
Opening Reception - Sunday Fee Only (max. 4 hours, including prep & clean up)	\$88.92
Kitchen Rental Only (Full service incl. the use of preparation spaces and dishwasher)	\$19.24

Community Services Department - Museum Division (cont.)

Fee Description	Rate
Grounds Rental Only	\$62.40
Statutory Holiday Rate	Additional 25%
After Hours Flat Rate Surcharge (for rentals past 10:00 PM)	\$52.00
Non-Profit Group Room Rental Fee Rate (excludes packages)	25% off
Bereavement Pricing (funerals, wakes, celebration of life)	20% off
Cleaning Fees	
For Dining Room and Parlour	\$28.50
For Billiard Room <u>or</u> Gallery	\$40.00
For Billiard Room <u>and</u> Gallery	\$50.00
Conference Catering - Breaks	
Food, beverages, packaging supplies or other items organized by Museum Staff	20% above cost price
Popcorn/Candy Bags/Chocolate Bars - per serving	\$2.00
Food & Beverage Fees	
Catering Fee (billed post-rental if kitchen does not pass staff inspection)	\$110.24
Coffee & Tea (12 cup pot of each, includes milk, cream, sugar, napkins)	\$9.00
Small Coffee/Tea Urn - per pot	\$28.00
100 cup coffee/tea urn - per pot	\$54.00
Bottle or Cans of Pop/Juice	\$2.00
2L Bottle of Pop	at cost
Juice in Jug	\$3.00
Miscellaneous Rental & User Fees	
A/V Equipment Use (incl. overhead projector, screen, microphone, TV/DVD/VCR, Laptop, Podium)	\$25.00
Development of Promotional Materials - per hour (incl. poster design, social media advertising, 5 free posters)	\$25.50
Interior Photo Session (2 hours) (no refunds)	\$68.00
Place Settings - per person (incl. cutlery, wine glasses, dinner/dessert plates, bowls, coffee mugs)	\$1.85
Square Overlay	\$3.65
Tablecloths (medium rectangular)	\$9.35
Tablecloths (round or large rectangular)	\$11.45

Community Services Department - Museum Division (cont.)

Fee Description	Rate
Fee Description	
Rate	
Events and Activities	
Harry's Hoodlums Day Camp	
Per Child	\$35.00
Member's Rate	\$28.00
Night at the Museum - Mini Camps	
Member's Rate	\$18.00
Easter Egg Hunt	
Member's Rate	\$15.00
Arts & Crafts Fair	
Friday & Saturday Rate	\$14.40
Saturday Rate Only	\$12.00
Donations	
In Memoriam Donation (names to be added to plaquest at front of Museum - tax deductible receipt issued)	\$50.00
Adopt an Artifact Program (donors receive artifact package - tax deductible receipt issued)	\$100.00



SCHEDULE 'D' TO BY-LAW 24-031

Community Services Department - Recreation Division

Disclaimer: The Community Services Department may offer programs, lessons, demonstrations, workshops, or other initiatives during the year that are not listed in these User Fees. Those associated fees will be published on the Town of Kirkland Lake's Official Website, and/or social media platforms in advance of the program/programming.

Seniors: 60 years of age + qualify for Senior Rate.

Family: A family is up to two primary caregivers and their children living in the same household.

Students: A valid student card may be required as proof to qualify for the Student Rate.

Proof of Insurance: User Group/Renter MUST provide Proof of Insurance; Insurance can be purchased through the Town, if required.

Insurance Rates: Set by Town's Insurance Agent and based on event type and attendees.

Staff Costs: Charged back to the User Group/Renter at actual wage plus benefits.

Non-Resident: A 20% surcharge is added for individuals who do not pay taxes directly to the Town of Kirkland Lake (this applies to memberships, programs, and rentals).

Prime Time Hours:

Monday to Friday 3:00 PM to close

All Saturdays & Sundays

All School Breaks & Statutory Holidays (when open)

Fee Description	Rates	
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Memberships, Passes & Day Rates

POOL		
1 Month	Resident	Non-Resident
Student (1 Month)	\$38.27	\$45.92
Senior (1 Month)	\$38.27	\$45.92
Adult (1 Month)	\$51.03	\$61.24
Family (1 Month)	\$108.18	\$129.82

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
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Memberships, Passes & Day Rates

POOL (cont.)		
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3 Month	Resident	Non-Resident
Student (3 Month)	\$91.85	\$110.22
Senior (3 Month)	\$91.85	\$110.22
Adult (3 Month)	\$122.47	\$146.96
Family (3 Month)	\$259.64	\$311.57
Student (1 Year)	\$275.56	\$330.67
Senior (1 Year)	\$275.56	\$330.67
Adult (1 Year)	\$367.41	\$440.89
Family (1 Year)	\$681.61	\$817.93

Day Rate		
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Student (Day Rate)		\$4.65
Senior (Day Rate)		\$4.65
Adult (Day Rate)		\$5.97
Family (Day Rate)		\$15.93
Child- Age 2 and Under (Day Rate)		FREE

SWIM		
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Student Passes (12)		\$ 46.50
Senior Passes (12)		\$ 46.50
Adult Passes (12)		\$ 59.70
Family Passes (12)		\$ 159.30

FITNESS		
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1 Month	Resident	Non-Resident
Student	\$47.49	\$56.99
Senior	\$47.49	\$56.99
Adult	\$63.32	\$75.98
Family	\$134.24	\$161.09

Community Services Department - Parks and Recreation Division (cont.)

Fee Description		Rates	
Memberships, Passes & Day Rates			
FITNESS (cont.)			
3 Month		Resident	Non-Resident
Student		\$113.98	\$136.78
Senior		\$113.98	\$136.78
Adult		\$151.97	\$182.36
Family		\$322.18	\$386.62
1 Year		Resident	Non-Resident
Student		\$341.93	\$410.32
Senior		\$341.93	\$410.32
Adult		\$455.91	\$547.09
Family		\$930.06	\$1,116.07
Day Rate			
Student (14+)			\$7.30
Senior			\$7.30
Adult			\$9.73

Community Services Department - Parks and Recreation Division (cont.)

Fee Description		Rates	
Memberships, Passes & Day Rates			
GYM			
		Resident	Non-Resident
Student Passes (12)			\$73.00
Senior Passes (12)			\$73.00
Adult Passes (12)			\$97.30
Christmas Special - Student Fitness		\$30.00	\$36.00
Summer Special - Student Fitness (buy 3 months get 1 month free)		\$113.98	\$136.78
SQUASH			
Student / Senior (Day Rate)			\$1.77
Adult (Day Rate)			\$1.77
COMPLEX			
1 Month		Resident	Non-Resident
Student		\$64.32	\$77.18
Senior		\$64.32	\$77.18
Adult		\$85.76	\$102.91
Family		\$181.81	\$218.17
3 Month		Resident	Non-Resident
Student		\$154.37	\$185.24
Senior		\$154.37	\$185.24
Adult		\$205.82	\$246.98
Family		\$436.34	\$523.61

Community Services Department - Parks and Recreation Division (cont.)

Fee Description		Rates	
Memberships, Passes & Day Rates			
COMPLEX (cont.)			
6 Month (includes fitness classes)		Resident	Non-Resident
Student		\$406.34	\$487.61
Senior		\$406.34	\$487.61
Adult		\$541.79	\$650.15
Family		\$1,105.25	\$1,326.30
1 Year (includes fitness classes)		Resident	Non-Resident
Student		\$580.49	\$696.59
Senior		\$580.49	\$696.59
Adult		\$773.98	\$928.78
Family		\$1,578.92	\$1,894.70

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
FITNESS PROGRAMMING		
FITNESS CLASSES		
	Resident	Non-Resident
30 Minute Class - by session	\$5.75	\$6.90
45 - 60 Minute Class - by session	\$8.25	\$9.90
Pay as you go class (30 minute)	\$8.63	\$10.36
Pay as you go class (45 - 60 minute)	\$12.38	\$14.86
Fitness Class Passes (12) - (30 minute)	\$86.63	\$103.96
Fitness Class Passes (12) - (45 - 60 minute)	\$123.80	\$148.56
Private Fitness Class (45 - 60 minute)	\$65.00	\$78.00
Private Aquatic Fitness Class (45 - 60 minute - 30 ppl or less)	\$110.00	\$132.00
1:1 PERSONAL TRAINING		
	Resident	Non-Resident
1 hour (member)	\$44.53	\$53.44
1 hour (non-member)	\$55.66	\$66.79
3 hours (member)	\$113.55	\$136.26
3 hours (non-member)	\$141.94	\$170.33
6 hours (member)	\$193.08	\$231.70
6 hours (non-member)	\$241.35	\$289.62
2:1 PERSONAL TRAINING		
	Resident	Non-Resident
1 hour (member)	\$24.00	\$28.80
1 hour (non-member)	\$30.00	\$36.00
3 hours (member)	\$65.00	\$78.00
3 hours (non-member)	\$81.00	\$97.20
6 hours (member)	\$116.00	\$139.20
6 hours (non-member)	\$145.00	\$174.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
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FITNESS PROGRAMMING (cont.)

SMALL GROUP TRAINING (3 - 5 INDIVIDUALS)

	Resident	Non-Resident
1 hour (member)	\$19.30	\$23.16
1 hour (non-member)	\$24.13	\$28.96
3 hours (member)	\$49.21	\$59.05
3 hours (non-member)	\$61.51	\$73.81
6 hours (member)	\$83.65	\$100.38
6 hours (non-member)	\$104.56	\$125.47

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
AQUATIC PROGRAMMING		
SWIM LESSONS		
	Resident	Non-Resident
9 Lessons		
30 minutes	\$69.00	\$82.80
45 minutes	\$95.00	\$114.00
Swim Patrol	\$100.00	\$120.00
Private Swim Lessons - 5 classes	\$125.00	\$150.00
Semi-Private Lessons - 5 classes	\$80.00	\$96.00
Bronze Star	\$78.00	\$93.60
Exam Fee		\$15.00
Bronze Medallion & E.F.A.	\$ 80.65	\$96.78
Exam Fee		\$42.50
Canadian Lifesaving Manual + Bronze Medallion Workbook		\$57.00
Bronze Cross & S.F.A.	\$ 114.61	\$137.53
Exam Fee		\$52.50
Canadian First Aid Manual + Bronze Cross Workbook		\$26.00
NLS Course	\$ 249.38	\$299.26
NLS Recert	\$ 61.94	\$74.33
Instructor Course	\$ 249.38	\$299.26

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
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AQUATIC PROGRAMMING

POOL RENTALS		
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	Resident	Non-Resident
Regular Groups - 1 hour (both pools incl. slide - less than 30)	\$175.58	\$210.70
Regular Groups - 1 hour (both pools incl. slide - 30 - 60 ppl)	\$208.84	\$250.61
Regular Groups - 1 hour (both pools no slide - less than 30)	\$132.28	\$158.74
Regular Groups - 1 hour (1 pool no slide - less than 30)	\$104.10	\$124.92
Cost of slide, on top of hourly pool rental	\$43.30	\$51.96
Non Prime: 20% less of Regular Group Rental Rate		
Swim Club	\$72.30	\$86.76
Additional Guard	Actual Staffing Cost	

POOL BIRTHDAY PARTIES		
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ALL POOLS INCLUDING SLIDE	Resident	Non-Resident
12 people or less	\$243.38	\$292.06
13-18 people	\$258.23	\$309.88
19-24 people	\$273.08	\$327.70

POOL BIRTHDAY PARTIES		
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ALL POOLS INCLUDING SLIDE	Resident	Non-Resident
25-30 people	\$287.94	\$345.52
31-40 people	\$302.79	\$363.34

1 POOL INCLUDING SLIDE	Resident	Non-Resident
12 people or less	\$228.86	\$274.63
13-18 people	\$243.71	\$292.45
19-24 people	\$258.56	\$310.27
25-30 people	\$273.41	\$328.09
31-40 people	\$288.26	\$345.91

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
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AQUATIC PROGRAMMING

POOL BIRTHDAY PARTIES (cont.)

1 POOL - NO SLIDE	Resident	Non-Resident
12 people or less	\$186.43	\$223.71
13-18 people	\$201.28	\$241.53
19-24 people	\$216.13	\$259.35
25-30 people	\$230.98	\$277.17
31-40 people	\$245.83	\$295.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
ARENA PROGRAMMING		
ARENA RENTAL RATES		
	Resident	Non-Resident
Prime Time - Adult	\$149.12	\$178.94
Prime Time - Student	\$119.30	\$143.15
Non Prime - Adult (20% discount)	\$119.29	\$143.15
Non Prime - Student (20% discount)	\$95.43	\$114.52
Last Minute Ice - Adult (50% discount of prime)	\$74.56	\$89.47
Last Minute Ice - Student (50% discount of prime)	\$59.65	\$71.58
Pick-up Hockey		\$7.36
Pick-up Hockey Passes (12)		\$73.60
Public Skate		\$3.54
Family Sticks and Pucks - 2 Individuals		\$7.82
Family Sticks and Pucks - 3 or more individuals		\$9.20
ICE BIRTHDAY PARTIES		
	Resident	Non-Resident
12 people or less	\$195.78	\$234.94
13-18 people	\$210.34	\$252.41
19-24 people	\$224.91	\$269.89
25-30 people	\$239.48	\$287.38
31-40 people	\$254.04	\$304.85
STORAGE ROOM RENTAL		
	Resident	Non-Resident
Youth per square foot	\$4.92	\$5.90
Adult per square foot	\$6.56	\$7.87
Arena Storage Lockers	\$125.00	\$150.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description		Rates	
ARENA PROGRAMMING			
ARENA FLOOR RENTAL RATES			
		Resident	Non-Resident
Non-Profit Charitable Group		\$264.74	\$317.69 (+ set up + clean up + staff)
Local Commercial or Pubs - Ticketed Event		\$911.04	\$1,093.25 (+ set up + clean up + staff)
Out of Town Commercial Use (Circus, etc.)			\$1,876.76 (+ set up + clean up + staff)
		Resident	Non-Resident
BALL HOCKEY			
Adults		\$57.25	\$68.70
Students		\$45.80	\$54.96
League Fee (individual rate)			\$40.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
FACILITY USE & PROGRAMMING		
LOCKER RENTALS		
	Resident	Non-Resident
3 Months - Lobby Change Rooms	\$51.00	\$61.20
1 Year - Lobby Change Rooms	\$102.00	\$122.40
3 Months - Aquatic Centre Change Rooms	\$61.20	\$73.44
1 Year - Aquatic Centre Change Rooms	\$122.40	\$146.88
COMMERCIAL BUSINESS		
	Resident	Non-Resident
Per hour (+ clean up)	\$50.00	\$60.00
Per day (+ clean up)	\$125.00	\$150.00
ROOM RENTAL (Blue Line, Arts & Crafts, Board Room, Lobby)		
	Resident	Non-Resident
Per hour (+ clean up)	\$51.25	\$61.50
Per day (+ clean up)	\$128.13	\$153.76
Wooden Chair Rental	\$1.00	\$1.20
Local Service Club Meetings (non-profit)	\$25.00	\$30.00
DAY CAMP		
	Resident	Non-Resident
1 child	\$150.00	\$180.00
Day Rates		
1 child	\$42.00	\$50.40
Half Day	\$25.00	\$30.00
Splash & Swim Days	\$35.00	\$42.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
PARK USE AND PROGRAMMING		
CIVIC PARK		
	Resident	Non-Resident
Non-Profit Charitable Group (cost to public)	\$264.74	\$317.69 (+ set up + clean up + staff)
Non-Profit Charitable Group (free to public)		Actual (+ set up + clean up + staff)
Local Commercial or Pubs - Ticketed Event	\$911.04	\$1,093.25 (+ set up + clean up + staff)
Private Event (commercial or non-commercial)		
Per Hour	\$102.00	\$122.40 (+ set up + clean up + staff)
Per Day	\$459.00	\$550.80 (+ set up + clean up + staff)
BASEBALL FIELD (Per Game)		
	Resident	Non-Resident
Adult		\$52.69
Youth		\$39.53
TKL Slo-Pitch League (Team Rate / 8 week season)	\$331.86	\$398.23
Youth Ball League (Individual Rate / 6 week season)	\$35.00	\$42.00
PAVILLION (No Ice / Per Hour)		
	Resident	Non-Resident
Adult	\$34.80	\$41.76
Student	\$26.10	\$31.32
CIVIC ICE (Per Hour)		
	Resident	Non-Resident
Adult	\$59.65	\$71.58
Student	\$47.72	\$57.26

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates	
PARK USE AND PROGRAMMING		
MULTI-PURPOSE COURT (Per Hour)		
	Resident	Non-Resident
Adult	\$34.80	\$41.76
Student	\$26.10	\$31.32
BEACH VOLLEYBALL COURT (Per Hour)		
	Resident	Non-Resident
Adult	\$34.80	\$41.76
Student	\$26.10	\$31.32
CIVIC KITCHEN		
	Resident	Non-Resident
Three hour use (+ set up + clean up + staff)	\$30.00	\$36.00
VENDORS (Any Location)		
	Resident	Non-Resident
Seasonal Vendor (12' Frontage)	\$193.32	\$231.98
Seasonal Vendor - Per Additional Foot of Frontage	\$12.08	\$14.50
Per Week (6' Frontage)	\$14.87	\$18.59
Weekly Vendor - Per Additional Foot of Frontage	\$1.42	\$1.77
Weekly Vendor - Outside Pavilion (12' Frontage)	\$11.15	\$13.94
Vendor Last Minute Cancellation or 'No Show' Fee	50% of Weekly Rate	
Electricity Usage (Seasonal)	\$35.36	\$42.43
Electricity Usage (Weekly)	\$4.42	\$5.30
6' Table Rental for KLFAM (Weekly)	\$4.42	\$5.31
Kitchen Rental + Vendor Fee for KLFAM (Weekly)	\$19.65	\$24.56

Community Services Department - Parks and Recreation Division (cont.)

Fee Description	Rates
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PARK USE AND PROGRAMMING

MEMORIAL BENCH

As per location availability	\$1,769.91
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ADVERTISING IN PROGRAM GUIDE

	User Group	Non-Profit Non-User	For-Profit Group
Half page	\$90.00	\$130.00	\$230.00
Full page	\$150.00	\$225.00	\$500.00

Community Services Department - Parks and Recreation Division (cont.)

Fee Description		Rates
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OUTDOOR RECREATION

SKI & SNOWSHOE RENTALS		
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|--|--|--|

3-Hour Rental	Per Person	\$1.77
	Per Family	\$4.42



SCHEDULE 'E' TO BY-LAW 24-031

KIRKLAND LAKE
THE RIGHT ENVIRONMENT

Development & Enterprise Services Department - Planning Division

Fee Description	Rates
Planning Act Applications	
Minor Variance	\$550.00
Consent to Sever	\$450.00
Parkland Dedication (payment-in-lieu) - Residential	5% of AV
Parkland Dedication (payment-in-lieu) - Other	2% of AV
Consent Agreements	\$320.00
Pre-Consultation Fee	\$200.00
Zoning Compliance Letter (per roll number)	
Regular	\$180.00
Urgent (3 days or less)	\$360.00
Site Plan Control Agreements (includes registration)	
Residential	\$1,880.00
Other	\$2,190.00
Amendment	\$1,560.00
Zoning Amendment	
Minor (temporary, lifting of H, R1 to R2, addition of permitted use)	\$1,360.00
Major (everything else)	\$1,880.00
Official Plan Amendment	\$1,880.00
Peer Review of Document submitted for Planning Act process	actual cost
Combined Zoning and Official Plan Amendment	\$3,340.00
Deeming By-law (includes registration)	\$835.00
Plan of Subdivision	\$2,090.00
Validation of Title	\$630.00
Leases & Encroachments	
Application Fee	\$215.00
Development of Agreement	\$370.00
Annual Fee (based on 3.0m X 12.0m [36 sq.m])	\$153.00
per 10 sq. m over 36 sq.m	\$6.20

Development Enterprise Services Department - Planning Division (cont.)

Fee Description	Rates
Land Sales	
Application/Proposal Fee <i>(\$300 non-refundable. If advertising has occurred, no refund.)</i>	\$600.00
Heritage	
Heritage Property Listing Application	\$495.00
Office Admin - Photocopying	
Letter or Legal (B&W)	\$0.30
Letter or Legal (Colour)	\$0.40
Tabloid (B&W)	\$0.60
Tabloid (Colour)	\$1.10
Office Admin- Printing	
Digital info on CD	\$140.00
Zoning or OP documents (Including schedules) - Print	\$140.00
Zoning or OP documents (Including schedules) - USB	\$85.00

Development & Enterprise Services Department - Building Division

Fee Description	Rate
Residential Construction	
New Living Space (Houses, Apartments, Additions)	\$ 13.25/m ²
New Non-Living Space (Garages, Carports, Decks)	\$10.25/m ²
Renovations or Alterations	\$9.25/m ²
Minimum Fee	\$175.00
Industrial, Commercial, Institutional Construction	
New Construction	\$14.25/m ²
Renovation or Alteration	\$10.25/m ²
Minimum Fee	\$250.00
Demolition	
Accessory Building	\$125.00
Small Building (not more than 600 m ² ; not more than 3 storeys)	\$250.00
Large Building (more than 600 m ² ; more than 3 storeys)	\$500.00
Accessory Construction	
Sign Permit	\$85.00
Fence Permit	\$85.00
Pool Permit	\$85.00
Miscellaneous	
Revised Permit - Minor Change	\$175.00
Revised Permit - Major Change	\$350.00
Change of Use Permit	\$175.00
Compliance	
Re-inspection Fee	\$100.00
Occupying a Dwelling Without an Occupancy Permit	\$150.00/week
Construction Commencing Without a Permit	2x Permit Fee
Road Occupancy Permit	Daily \$ 20.00 Weekly \$ 80.00 Monthly \$155.00



Public Works Department - Equipment Rates

Fee Description	Rates
1/2 Ton Truck	\$39.06
3/4 Ton Truck	\$40.43
2 Ton Truck	\$65.10
5 Ton Dump Truck (single Axle)	\$77.07
5 Ton Plow and Sander	\$134.72
10 Ton Tandem Dump Truck	\$103.85
10 ton Tandem Dump Truck Sander	\$134.72
4 CU.YD. Loader & LM-220 Snow Blower	\$313.64
Volvo G960 Grader	\$150.15
Elgin Pelican Street Sweeper	\$141.23
4X4 Backhoe	\$81.17
4X4 Backhoe & Asphalt cutter	\$91.88
4X4 Backhoe & breaker Hoe Ram	\$124.01
2.5 CU.YD. Loader	\$102.80
Trackless MT with Attachements	\$85.68
Gas Powered Air Compressor	\$48.20
Traffic Line Marker (Painting Machine)	\$37.49
Thompson Boiler (Steamer)	\$42.84
Wacker Plate Tamper- 12" Plate, Gas Powered	\$21.42
Bomag BPR55/65 Packer- 23" Plate, diesel Powered	\$27.83
Genie Manlift	\$40.22
Vactor 2100 + Sewer (Vacuum Truck)	\$363.62
Pipe Thaw Machine	\$208.85
WWorks-1993 Gorman Mud Pump (Trash Pump)	\$40.43
WWorks- 4" Trash Diesel Pump	\$26.78
FLYGT & Subermisible Pump	\$26.78
Rigid 3/4 HP Pipe Cleaner	\$27.58
STHIL/ Husqvarna Cut Off Saw	\$22.49
Unallocated Equipment (Various Tools)	\$16.07
Parking Lot Rental	\$341.25
Flag Pole Banner Program Installation & Removal (rate per occurrence request)	\$1,575.00
*excludes Royal Canadian Legion - Branch 87	



Public Works Department - Waste Management Division

Fee Description	Rates
All Waste disposal (per m ³)	\$14.50
Unsorted Waste Disposal - Recyclables Not Removed (per m ³)	\$28.50
Exceptions	
Residential Private - up to 2 m ³ (per load)	\$14.50
Garbage Bag (per bag)	\$4.00
Contaminated Waste per m ³	\$37.50
Clean wood (per m ³)	\$5.00
Scrap Metal (per m ³)	\$4.75
Appliances containing Refrigerant (per unit)	\$45.50
Composter (each)	\$60.00
Rain Barrel (each)	\$70.00
Blue Cart - 95 gal. (each)	\$70.00
FoodCycler FC-30 (2.5L)	\$150.00
FoodCycler Eco5 (5L)	\$300.00



SCHEDULE 'I' TO BY-LAW 24-031

Public Works Department - Airport Division

Fee Description	Rates
Landing Fees	
0-2000 kg	\$20.00
0-2000 kg (if buying fuel)	\$0.00
Minimum Aircraft over 2000 kg	\$30.00
Aircraft/Helicopter over 2000 kg by MGTOW	\$10/1000kg
Minimum - Helicopter	\$30.00
Turbo Fan	\$170.00
Air Ambulance	\$367.50
Parking Fees	
0-2000 kg	Daily - \$14.70 Monthly - \$91.35 Yearly - \$632.00
2000-5001 kg	Daily - \$24.15 Monthly - \$148.00 Yearly - \$1,114.00
Over 5000 kg	Daily - \$31.50 Monthly - \$456.75 Yearly - \$1,687.35
Hanger Fees	
Hangar Fee (per m ²)	Daily - \$0.45 Monthly - \$2.47 Yearly - \$19.64
Hangar Office Rental	Daily - \$31.50 Monthly - \$148.00 Yearly - \$438.00
Land Lease for Hangar (annually)	\$945.00
Miscellaneous	
Special Occasion (daily)	\$441.00
Single Plug-in (each/per day)	\$14.70
Summer Call-out Charge	\$306.50
Winter Call-out charge (Nov 1- Apr 30) - Surface Conditions	\$315.00
Winter Call-out charge (Nov 1- Apr 30) - Plowing	\$791.00
Stand-by Fee (hourly)	\$63.00
Airside Vehicle Operator Permit (annually)	\$141.75
Aviation (AVE) Gas Mark-up (per litre)	\$0.65
Aviation Jet Fuel Mark-up (per litre)	\$0.54



Contracted Services - Animal Control

Senior: upon presentation of government-issued proof of identification for persons 65 years of age or more.

Proof of Spay/Neuter: upon presentation of documentation from a Doctor of Veterinarian Medicine.

Fee Description	Rates
Impound	
Dog Impound (Per Day)	\$30.00
* Plus veterinary fees incurred	at cost
Cat Impound (Per Day)	\$20.00
*Plus Veterinary fees incurred	at cost
Dog Tags	
Dog Tag (metal)	\$35.00
Senior Subsidy - Dog Tag (metal)	\$15.00
Spayed/Newtered Subsidy - Dog Tag (metal)	\$20.00
Replacement Dog Tag	\$6.00
Cat Tags	
Cat Tag (metal)	\$35.00
Senior Subsidy - Cat Tag (metal)	\$15.00
Spayed/Newtered Subsidy - Cat Tag (metal)	\$20.00
Replacement Cat Tag	\$6.00



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-032

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWN OF KIRKLAND LAKE TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 573

WHEREAS the *Municipal Act*, 2001, c.25, as amended, (“the *Municipal Act*”) authorizes a municipality to enact by-laws for the purpose of entering into an agreement for the purposes of the municipality;

AND WHEREAS Section 10 (1) of the *Municipal Act*, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the International Association of Fire Fighters Local 573 (IAFF 573) is the certified bargaining agent for certain employees of The Corporation of the Town of Kirkland Lake (“the Town”);

AND WHEREAS Council wishes to renew its Collective Agreement with the IAFF 573 with respect to establishing and maintaining collective bargaining relations between the Town and its employees;

AND WHEREAS on March 18, 2024, the Negotiating Team entered into a Memorandum of Agreement agreeing to a Collective Agreement, subject to ratification;

AND WHEREAS Council approved to enter into a Memorandum of Agreement with the International Association of Fire Fighters Local 573 on April 2, 2024;

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

- 1 This By-Law shall be entitled “*IAFF 573 Collective Agreement 2024-2026 By-Law*”.
- 2 **THAT** the Mayor and Chief Administrative Officer are hereby authorized to sign the Collective Agreement between The Corporation of the Town of Kirkland Lake and International Association of Fire Fighters Local 573 (IAFF 573) marked as Schedule ‘A’ to this By-Law and to affix thereto the Corporate Seal.
- 3 **THAT** this By-Law shall come into force and effect immediately upon passage.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-033

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO
THE SALE OF 3 MCKELVIE AVENUE**

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on March 24, 2020;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as North Part Lot 141 of Plan M105T, Parcel 9711 CST, former Township of Teck, now in the Town of Kirkland Lake, Part 1 on Plan TER365 in the District of Timiskaming (3 McKelvie Avenue);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

**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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as North Part Lot 141 of Plan M105T, Parcel 9711 CST, former Township of Teck, now in the Town of Kirkland Lake, Part 1 on Plan TER365 in the District of Timiskaming (3 McKelvie Avenue); to Property Rehab Inc. for \$1,809.00, plus legal costs;
- 2** THAT a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF
MAY, 2024.**

Stacy Wight, Mayor

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X

Stacy Licht

MAYOR - TOWN OF KIRKLAND LAKE

[Signature]

MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 20 24

BUYER: Property Rehab Inc.
(Full legal names of all Buyers) agrees to purchase from

SELLER: The Corporation of the Town of Kirkland Lake
(Full legal names of all Sellers) the following

REAL PROPERTY:

Address 3 McKelvie Avenue

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as PCL 9711 SEC CST; PT LT 141 PL M105TIM TECK SRO PT 1 TER365 T/W PT 2 & 3 TER365 AS IN LT148736; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61407-0092

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE:

Dollars (CDN\$) 1,809.00

One Thousand, Eight Hundred and Nine Dollars

DEPOSIT: Buyer submits herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to Chamailard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.


Buyer agrees to pay the balance as more particularly set out in Schedule A attached.


SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April 20 24, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April 20 24. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. **705-567-5014**
 (For delivery of Documents to Seller)

FAX No. _____
 (For delivery of Documents to Buyer)

Email Address: **alexandra@rclawfirm.ca**
 (For delivery of Documents to Seller)

Email Address: **kate.bblaw@outlook.com**
 (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: as is condition on the completion date _____

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.


5. FIXTURES EXCLUDED: as is condition on the completion date _____


6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

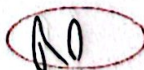
7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
 (included in/in addition to)


INITIALS OF BUYER(S): 


INITIALS OF SELLER(S): 

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or, (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use [.....] may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 4 of 7

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

Nov 10 / 24

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

(Tel No)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel No)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

(Date)

(Buyer)

(Date)

(Seller)

(Date)

(Buyer)

(Date)

Address for Service

Address for Service

(Tel. No.)

Seller's Lawyer Emilie Chamailard, Chamailard Law

(Tel. No.)

Buyer's Lawyer Beaudoin Boucher

Address 6 Government Road West, Kirkland Lake, ON

Address

Email

Email

705 567-9500

705 567-5014

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Property Rehab Inc., and

SELLER: The Corporation of the Town of Kirkland Lake


for the purchase and sale of **3 McKelvie Avenue**


dated the **22nd** day of **March**, 20**24**

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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Schedule A

Agreement of Purchase and Sale

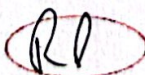
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8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-064.
9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are required to be renovated and brought up to the standards of the Ontario Building Code or the property is required to be demolished within Twelve (12) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-034

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 7 AND 9 MAIN STREET

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject properties as surplus on August 23, 2005 (7 Main Street) and July 6, 2004 (9 Main Street);

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as Lots 275 and 276 of Plan M98T, Parcels 6408 and 12400 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (7 and 9 Main Street);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Lots 275 and 276 of Plan M98T, Parcels 6408 and 12400 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (7 and 9 Main Street); to Property Rehab Inc. for \$11,820.00, plus legal costs;
- 2 THAT** a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X Stacy Hight

MAYOR - TOWN OF KIRKLAND LAKE

[Signature]
MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 2024

BUYER: Property Itshab Inc. (Full legal names of all Buyer(s)) agrees to purchase from

SELLER: The Corporation of the Town of Kirkland Lake (Full legal names of all Seller(s)) the following

REAL PROPERTY:

Address 7 & 8 Main Street

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as See Schedule A

_____ (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CAD\$) 11,820.00

Eleven Thousand, Eight Hundred and Twenty Dollars

DEPOSIT: Buyer submits herewith (Herewith/Upon Acceptance/on otherwise described in this Agreement)

One Dollars (CAD\$) 1.00

by negotiable cheque payable to Chamallard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on this deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 4:30 (am/p.m.) on the 12th day of April 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on the 22nd day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for hereto shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. 705-567-5014
For delivery of Documents to Seller

FAX No. _____
For delivery of Documents to Buyer

Email Address: alexandra@rclawfirm.ca
For delivery of Documents to Seller

Email Address: kate.tbblaw@outlook.com
For delivery of Documents to Buyer

4. **CHATELS INCLUDED:** N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** N/A

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contracts, if applicable:


N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): RP

INITIALS OF SELLER(S): _____

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024 (Registration Date) to examine the title to the property at Buyer's own expense and send the seller at: (i) thirty days from the date of the Registration Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property; and that its present use (residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property; and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USES:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not incidentally affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the actual present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance coverage and except against risk of fire (this insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all moneys paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or disbursements. Save as to any valid objection so made by each day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part B of the Land Registration Reform Act, R.S.O. 1990, Chapter 44 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party at such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Registration Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, no later than a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement (warranted by the mortgagee setting out the balance required to obtain the discharge, and, where a multi-line electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion).

13. **INSPECTIONS:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all moneys paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.


INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes (including local improvement rates and municipal public or private utility charges and uncollected cost of fuel, as applicable), shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. **SENDERS:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **DEFECTS:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement (including any Schedule attached hereto), shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **ELECTRONIC SIGNATURES:** The parties herein consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

April 10 / 24

(Witness)

(Buyer)

I, the Undersigned Seller, agree to the above offer, I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, or advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Witness)

(Seller)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties of this day of 20.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage: [Tel. No.]
Coop/Buyer Brokerage: [Tel. No.]

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)
Address for Service

(Buyer) (Date)
Address for Service

Seller's Lawyer: Emile Chamallard, Chamallard Law
Address: 6 Government Road West, Kirkland Lake, ON
Tel: 705-367-8500 Fax: 705-367-8014

Buyer's Lawyer: Beaudoin Boucher
Address:
Tel: Fax:

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COMMISSION TRUST AGREEMENT

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLSP Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLSP Rules and shall be subject to and governed by the MLSP Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
For use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

BUYER: Property Rehab Inc. _____ and

SELLER: The Corporation of the Town of Kirkland Lake _____


for the purchase and sale of 7 & 4 Main Street

dated this 22nd day of March, 2024

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

- 8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-054.
- 9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
- 10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
- 11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
- 12. The proposed use must comply with Zoning By-Law Z1-032. (as amended).
- 13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
- 14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
- 15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
- 16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 7 of 8

Schedule A

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

17. Upon completion of the transfer of the subject property the Buyer shall consolidate the subject properties municipality described as 7 & 9 Main Street, Kirkland Lake. This clause shall survive the life of this Agreement and shall survive and merge on title.

LEGAL DESCRIPTION:

PCL 12409 SEC CST; LT 276 PL M98TM TECK SRD THE W LIMIT OF SAID LT CONFIRMED BY BA2282 AS IN D1179 RESERVING THE MINING RIGHTS, IN RESPECT OF THE SAID LANDS INCLUDING THE ORES, MINES AND MINERALS ON AND UNDER THE SAID LANDS AND A FULL AND COMPLETE RIGHT OF ACCESS AT ALL TIMES AND FROM TIME TO TIME FOR THE PURPOSE OF WINNING SUCH ORES, MINES AND MINERALS AND THE ORES, MINES AND MINERALS FROM ANY OTHER LANDS; S/T LT76073; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

5.

PCL 6408 SEC CST; LT 275 PL M98TM TECK SRD RESERVING THE MINING RIGHTS IN RESPECT OF THE SAID LANDS, INCLUDING THE ORES, MINES AND MINERALS ON AND UNDER THE SAID LANDS AND A FULL AND COMPLETE RIGHT OF ACCESS AT ALL TIMES AND FROM TIME TO TIME FOR THE PURPOSE OF WINNING SUCH ORES, MINES AND MINERALS, AND SUCH THE ORES, MINES AND MINERALS FROM ANY OTHER LANDS; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



The disclaimer READERS: (CAUTION: ADS: Multiple Users) should read associated legal notices issued or provided by The Canadian Real Estate Association (CREA) and verify the real estate professionals and all members of CREA and the quality of services they provide. Read entire form.

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THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-035

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 11 COMFORT STREET

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on November 24, 2014;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as Lot 734 of Plan M118T, Parcel 11485 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (11 Comfort Street);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Lot 734 of Plan M118T, Parcel 11485 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (11 Comfort Street); to Property Rehab Inc. for \$6,539.00, plus legal costs;
- 2 THAT** a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X

Stacy Licht

MAYOR - TOWN OF KIRKLAND LAKE

[Signature]

MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 2024

BUYER: Property Rehab Inc. agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the Town of Kirkland Lake the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 11 Comfort Street

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as PCL 11485 SEC CST; LT 734 PL M118TIM TECK SRO S/T LT68495; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING PIN: 61405-0291 (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 6,539.00

Six Thousand, Five Hundred and Thirty-Nine Dollars

DEPOSIT: Buyer submits herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to Chamailard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A.....attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): PR

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 705-567-5014
(For delivery of Documents to Seller)

FAX No.: _____
(For delivery of Documents to Buyer)

Email Address: alexandra@rclawfirm.ca
(For delivery of Documents to Seller)

Email Address: kate.bblaw@outlook.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** n/a

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:


n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before **(included in/in addition to)** _____ closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): JS

INITIALS OF SELLER(S):

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 4 of 7

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

Apr 10/24

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)

(Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

Address for Service

Address for Service

(Tel. No.)
 Seller's Lawyer **Emilie Chamillard, Chamillard Law**

(Tel. No.)
 Buyer's Lawyer **Beaudoin Boucher**

Address **6 Government Road West, Kirkland Lake, ON**

Address

Email

Email

705 567-9500 **705 567-5014**

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:	
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Property Rehab Inc., and

SELLER: The Corporation of the Town of Kirkland Lake

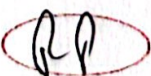
for the purchase and sale of 11 Comfort Street

..... dated the 22nd day of March, 2024


Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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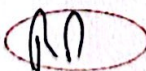
Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

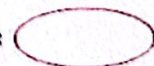
8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-064.
9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 7 of 7

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THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-036

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 13 BALSAM AVENUE

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on February 20, 2024;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as Lot 43 of Plan M120T, Parcel 8349 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (13 Balsam Avenue);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Lot 43 of Plan M120T, Parcel 8349 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (13 Balsam Avenue); to Property Rehab Inc. for \$5,780.00, plus legal costs;
- 2 THAT** a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X

Stacy Licht

MAYOR - TOWN OF KIRKLAND LAKE

[Signature]

MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Agreement of Purchase and Sale

Form 100

For use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 2024

BUYER: Property Rehab Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the Town of Kirkland Lake, the following
(Full legal names of all Sellers)

REAL PROPERTY

Address: 13 Balsam Avenue

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as PCL 8349 SEC CST; LT 43 PL M120TIN TECK SRO; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING PIN: 61408-0285 (the "property")
(legal description of land including easements and described elsewhere)

PURCHASE PRICE: Dollars (CAD\$) 5,780.00

Five Thousand, Seven Hundred and Eighty Dollars

DEPOSITS: Buyer submits herewith (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CAD\$) 1.00

by negotiable cheque payable to Chamaillard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be applied toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A: _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): (Signature)

INITIALS OF SELLER(S): (Signature)

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This form is intended for use by JUNE SARA RICHARD only.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgment below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. 705-587-5014
(For delivery of Documents to Seller)

FAX No. _____
(For delivery of Documents to Buyer)

Email Address alexandra@rclawfirm.ca
(For delivery of Documents to Seller)

Email Address kate.bbtaw@outlook.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** n/a

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

n/a

The Buyer agrees to cooperate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024 (Registration Date) to examine the title to the property or Buyer's own agents and until the earlier of: (i) thirty days from the later of the Registration Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or, (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that in respect one (RECORD LITIGATION) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property; and Seller agrees to execute and deliver such further publications in the regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and form and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with, (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been accepted with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility, (c) any other encumbrances for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance same and except against risk of fire (Title Insurance) to favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection to made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of this property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release (if any) of the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGES:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Registration Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on file within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a cheque executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge and of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties or their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 3 of 7

13. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charges/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
15. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
16. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmet public or private utility charges and estimated cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
17. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessments and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
18. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
19. **TENDERS:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
20. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
21. **LEAD:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
22. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
25. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c 17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
26. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S)

RL

INITIALS OF SELLER(S)

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Form 1001 Revised 2022 Page 4 of 7

THIS FORM IS BANNED FOR USE BY REAL ESTATE BROKERS

19. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS whereof I have hereunto set my hand and seal

(Witness)

Buyer

(Seal)

(Date)

(Witness)

Buyer

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balances of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal

(Witness)

(Date)

(Seal)

(Date)

(Witness)

(Date)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties of this day of 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)

Buyer (Date)

(Seller) (Date)

Buyer (Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer **Emilie Chamillard, Chamillard Law**

Buyer's Lawyer **Beauclou Boucher**

Address **6 Government Road West, Kirkland Lake, ON**

Address

Fax#

Fax#

705 567-9500
(Tel. No.)

705 567-8014
(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shows on the foregoing Agreement of Purchase and Sale. In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
In use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

BUYER: Property Rehab Inc.

SELLER: The Corporation of the Town of Kirkland Lake

for the purchase and sale of 13 Balsam Avenue

... dated the 22nd day of March, 2024

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule A Agreement of Purchase and Sale

Form 100
For use in the Province of Ontario

8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 99-064.
9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.


This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Empty oval for initials]

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THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-037

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 15 COMFORT STREET

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on August 13, 2013;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as Lot 736 of Plan M118T, Parcel 5652 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (15 Comfort Street);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Lot 736 of Plan M118T, Parcel 5652 CST, former Township of Teck, now in the Town of Kirkland Lake, in the District of Timiskaming (15 Comfort Street); to Property Rehab Inc. for \$6,830.00, plus legal costs;
- 2 THAT** a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X Stacy Licht
MAYOR - TOWN OF KIRKLAND LAKE.

[Signature]
MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Agreement of Purchase and Sale

Form 100

For use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 2024

BUYER: Property Rehab Inc. agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the Town of Kirkland Lake, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 15 Comfort Street

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as PCL 5652 SEC CST; LT 736 PL M118TIM TECK SRO S/T LT70923; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING PIN: 61405-0289 (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 6,830.00

Six Thousand, Eight Hundred and Thirty Dollars

DEPOSIT: Buyer submits herewith (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to Chamaillard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): RP

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. **705-567-5014**
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: **alexandra@rclawfirm.ca**
(For delivery of Documents to Seller)

Email Address: **kate.bblaw@outlook.com**
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** n/a
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** n/a
.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:


n/a
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
(included in/in addition to)

INITIALS OF BUYER(S): RP

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 3 of 7

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 4 of 7

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)
 Co-op/Buyer Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)

(Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

Address for Service

Address for Service

Seller's Lawyer **Emilie Chamailard, Chamailard Law** (Tel. No.)

Buyer's Lawyer **Beaudoin Boucher** (Tel. No.)

Address **6 Government Road West, Kirkland Lake, ON**

Address

Email

Email

705 567-9500 (Tel. No.)

705 567-5014 (Fax. No.)

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
 DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
 (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Property Rehab Inc., and

SELLER: The Corporation of the Town of Kirkland Lake


for the purchase and sale of 15 Comfort Street


..... dated the 22nd day of March, 2024


Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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Schedule A Agreement of Purchase and Sale

Form 100


for use in the Province of Ontario

8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-064.
9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 7 of 7



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-038

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 70 BALSAM AVENUE

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on October 15, 2013;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described as Part Lots 49 & 50 of Plan M120T, Part Lane, former Township of Teck, now in the Town of Kirkland Lake, Parts 13 & 14 on Plan 54R-5446 in the District of Timiskaming (70 Balsam Avenue);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Part Lots 49 & 50 of Plan M120T, Part Lane, former Township of Teck, now in the Town of Kirkland Lake, Parts 13 & 14 on Plan 54R-5446 in the District of Timiskaming (70 Balsam Avenue); to Property Rehab Inc. for \$10,026.00, plus legal costs;
- 2 THAT** a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X Stacy Licht
MAYOR - TOWN OF KIRKLAND LAKE.

[Signature]
MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Form 100

For use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March, 2024

BUYER: Property Rehab Inc., and/or as they assign
(Full legal names of all Buyers), agrees to purchase from

SELLER: The Corporation of the Town of Kirkland Lake
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 70 Balsam Avenue

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as FIRSTLY: SURFACE RIGHTS ONLY PT LT 49 & PT LT 50 PLAN M-120TIM TECK, PT 13 54R5446; S/T ESMT IN FAVOUR OF HYDRO ONE NETWORKS INC. OVER PT 8 54R-5481. PIN: 61408-1000 (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 10,026.00

Ten Thousand and Twenty-Six Dollars

DEPOSIT: Buyer submits herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to Chamailard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No: 705-567-5014
(For delivery of Documents to Seller)

FAX No: _____
(For delivery of Documents to Buyer)

Email Address: alexandra@rclawfirm.ca
(For delivery of Documents to Seller)

Email Address: kate.bb1aw@outlook.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** n/a

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.


7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before

(included in/in addition to)

closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): LR

INITIALS OF SELLER(S): _____

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 4 of 8

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

April 10 / 20

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)
 Co-op/Buyer Brokerage (Tel.No.)
 (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)
 (Seller) (Date)
 Address for Service
 (Tel. No.)
 Seller's Lawyer **Emilie Chamailard, Chamailard Law**
 Address **6 Government Road West, Kirkland Lake, ON**
 Email
705 567-9500 **705 567-5014**
 (Tel. No.) (Fax No.)

(Buyer) (Date)
 (Buyer) (Date)
 Address for Service
 (Tel. No.)
 Buyer's Lawyer **Beaudoin Boucher**
 Address
 Email
 (Tel. No.) (Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale;
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
 DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Property Rehab Inc., and/or as they assign and

SELLER: The Corporation of the Town of Kirkland Lake

for the purchase and sale of 70 Balsam Avenue

..... dated the 22nd day of March, 2024

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

PR

INITIALS OF SELLER(S):

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

- 8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-064.
- 9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
- 10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
- 11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
- 12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
- 13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
- 14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
- 15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
- 16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

JS

INITIALS OF SELLER(S):

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

17. The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer hereinbefore named shall stand released from all further liability hereunder.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 8 of 8

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THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-039

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF DOCUMENTS RELATED TO THE SALE OF 72 BALSAM AVENUE

WHEREAS the *Municipal Act*, 2001, as amended (the "*Municipal Act*") provides that the powers of a municipal corporation are to be exercised by its Council through the adoption of by-laws;

AND WHEREAS Section 8 of the *Municipal Act* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Council resolved and declared the subject property as surplus on October 15, 2013;

AND WHEREAS By-Law 09-064; being a procedure for the purposes of the sale or other disposition of real property was enacted on August 10, 2009;

AND WHEREAS Property Rehab Inc. wishes to purchase the land described Lot 48 & Part Lots 47 & 49 of Plan M120T, Part Lane, former Township of Teck, now in the Town of Kirkland Lake, Parts 15 to 18 on Plan 54R-5446 in the District of Timiskaming (72 Balsam Avenue);

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 owing to the Town of Kirkland Lake;

AND WHEREAS the Town provided Public Notice of its intent to sell or dispose of the property on March 28, 2024, and again on April 16, 2024 in the Northern Daily News and Town of Kirkland Lake Website in accordance with the Town's Notice By-Law (Policy) and By-Law 09-064;

AND WHEREAS By-Law 09-064 continues to be in force on the date of the sale or disposition of the said property;

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 and necessary to meet the conditions of the Agreement of Purchase and Sale for the disposition of land described as Lot 48 & Part Lots 47 & 49 of Plan M120T, Part Lane, former Township of Teck, now in the Town of Kirkland Lake, Parts 15 to 18 on Plan 54R-5446 in the District of Timiskaming (72 Balsam Avenue); to Property Rehab Inc. for \$9,914.00, plus legal costs;
- 2** THAT a copy of all executed and registered documents related to the sale of land are attached hereto and form Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

**AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

PROPERTY REHAB INC.

Purchaser

AND

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

as Vendor

**RE: Sale of 72 Balsam Avenue, 70 Balsam Avenue, 7 & 9 Main Street,
3 McKelvie Avenue, 15 Comfort Street, 11 Comfort Street, and
13 Balsam Avenue, Kirkland Lake, Ontario**

The Purchaser and Vendor herein agree to the following amendment to the aforementioned seven Agreements of Purchase and Sale for the above properties, which were executed by the Purchaser on the 10th day of April, 2024.

The closing of this transaction shall be completed on the 16th day of May, 2024.

All terms and conditions of the Offer are to remain the same, unchanged, binding and that time shall be of the essence.

DATED this 17th day of April, 2024.

PROPERTY REHAB INC.

Per: X

Roger Provost, President

I have the authority to bind the Corporation.

The Vendor hereby accepts the above-noted Amendment to the Offer.

DATED this 18th day of April, 2024.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

X

Stacy Licht

MAYOR - TOWN OF KIRKLAND LAKE

[Signature]

MUNICIPAL CLERK - TOWN OF KIRKLAND LAKE

We have the authority to bind the Corporation.

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 2024

BUYER: Property Rehab Inc., and/or as they assign, agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of the Town of Kirkland Lake, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 72 Balsam Avenue

fronting on the _____ side of _____

in the Town of Kirkland Lake

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as FIRSTLY: SURFACE RIGHTS ONLY PT OF LANE PL M120TIM TECK ABUTTING
PT LT 47, LT 48, PT LT 49 PL M120TIM S OF CALBECK AV, W OF BALSAM AV,
PLAN M-120TIM; PIN:61408-1001 (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 9,914.00

Nine Thousand, Nine Hundred and Fourteen Dollars

DEPOSIT: Buyer submits herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to Chamailard Law, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 4:30 on the 12th day of April 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: **705-567-5014**
 (For delivery of Documents to Seller)

FAX No.: _____
 (For delivery of Documents to Buyer)

Email Address: **alexandra@rclawfirm.ca**
 (For delivery of Documents to Seller)

Email Address: **kate.bblaw@outlook.com**
 (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED: n/a

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to _____ the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

RL

INITIALS OF SELLER(S):

[Empty Signature Line]

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of April, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2022 Page 3 of 8


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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

RP

INITIALS OF SELLER(S):

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

April 10/24

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....

(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer **Emilie Chamailard, Chamailard Law**

Address **6 Government Road West, Kirkland Lake, ON**

Email

705 567-9500

(Tel. No.)

705 567-5014

(Fax. No.)

(Buyer)

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer **Beaudoin Boucher**

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Property Rehab Inc., and/or as they assign, and

SELLER: The Corporation of the Town of Kirkland Lake


for the purchase and sale of 72 Balsam Avenue

dated the 22nd day of March, 2024

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance due on closing, subject to adjustments, by bank draft or certified cheque on or before the date of closing.
2. The Buyer acknowledges the fact that the property is being sold in an "as is" condition with no warranties. The Seller does not guarantee that any water or sewer services exist or the conditions of any services that exist to the property.
3. This agreement is made without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The purchaser will accept the property "as is" on the date of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other governmental by-law, agreement, restrictions or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining property or streets.
4. The Seller is selling only such interest as it may have in the fixtures and chattels referred to in the Agreement and/or located on the property and does not warrant title thereto. On closing the Buyer may have possession of the fixtures and chattels then on or about the property "as is". The Seller agrees that it will not remove any such fixtures and chattels from the property but the Seller will not be responsible for the removal of such fixtures or chattels by any third party prior to closing. A bill of sale, warranty or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
5. The Seller has no knowledge and makes no representation whatsoever as to whether the property contains substances such as liquids, gases or material which may be hazardous or toxic.
6. It is the Buyer's responsibility to perform any and all exploratory review of the property/site to establish ground conditions, soil capabilities and any other issues which may impact building. Any and all exploratory work will require permission from The Corporation of the Town of Kirkland Lake prior to work taking place.
7. The Buyer acknowledges that the subject matter of this agreement is surface rights only. In the event that the title of the Seller includes mineral rights the transfer will be of surface rights only.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario


8. The Buyer agrees to pay all other fees, including Seller's legal costs, transfer costs, all survey costs and advertising costs in compliance with By-Law 09-064.
9. The Buyer will not be assuming the arrears of taxes and the Seller will be waiving all penalties and interest after the closing date.
10. The Buyer acknowledges that the land is subject to the Harmonized Sales Tax which will be payable to the Seller on closing and remitted by the Seller to the Excise Tax Branch.
11. The Buyer acknowledges that other than one and two family unit buildings, all properties may be subject to a site plan control agreement.
12. The proposed use must comply with Zoning By-Law 21-032. (as amended).
13. The Seller and Buyer agree that the acceptance of this offer communicated by the confirmed facsimile shall be binding upon the parties. The Buyer agrees to deliver an executed original to the Seller within two days of acceptance of the offer.
14. In the event of conflict between this Schedule "A" and the provisions of the Agreement of Purchase and Sale, Schedule "A" shall prevail.
15. At no time shall a municipal property be sold to a tax payer who owes monies to the Town of Kirkland Lake. Please see "Property Sale and Other Land Uses to Residents in Tax Arrears" Policy, passed by Council on February 1, 2011.
16. The Buyer acknowledges the following Right of First Refusal shall be registered on title on closing: The transferee from the Corporation of the Town of Kirkland Lake and all subsequent owners (hereinafter referred to as the transferee) hereby expressly agrees that the lands transferred are for the purpose of a Residential Dwelling and renovations must be completed and ready for occupancy within twenty-four (24) months of the registration of transfer. In the event that the transferee intends to sell or offer to sell the said lands for sale prior to completion and readiness for occupancy as above, the Corporation of the Town of Kirkland Lake shall have the irrevocable first option to purchase the lands from the transferee or his assigns on the same terms and conditions as in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake. The transferee shall pay the Corporation of the Town of Kirkland Lake's legal costs for the registration of the said transfer. The transferee shall notify the Corporation of the Town of Kirkland Lake 60 days prior to the date on which the transferee intends to offer said lands for sale and the Corporation of the Town of Kirkland Lake shall have 30 days from the date of notification within which to exercise its said option. In the event that the Corporation of the Town of Kirkland Lake shall fail to exercise this option the said lands may be sold or transferred by the transferee without further notice to the Corporation of the Town of Kirkland Lake provided, however, that the other conditions as set out in the Agreement of Purchase and Sale pursuant to which the land was acquired from the Corporation of the Town of Kirkland Lake shall not be waived or forfeited by failure to exercise the option.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

RP

INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 7 of 8

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario


17. The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer hereinbefore named shall stand released from all further liability hereunder.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

JS

INITIALS OF SELLER(S):

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Form 100 Revised 2022 Page 8 of 8

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KIRKLAND LAKE
THE RIGHT ENVIRONMENT

OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION

FIBROMYALGIA AWARENESS DAY

~ May 12, 2024 ~

WHEREAS Fibromyalgia Awareness Day aims to raise awareness and end the stigma and discrimination that accompany this chronic illness;

AND WHEREAS Fibromyalgia affects about 5% of Canada’s population – over 2,000,000 individuals of all ages and races in Canada are afflicted with this chronic illness;

AND WHEREAS Fibromyalgia often takes an average of three to five years to diagnose;

AND WHEREAS there is no known cause of, prevention of, or cure of Fibromyalgia;

AND WHEREAS Fibromyalgia is a complex illness whose symptoms vary widely and may include debilitating chronic pain, overwhelming fatigue, and cognitive impairment;

AND WHEREAS patients with Fibromyalgia often have a number of co-existing conditions, which may include chronic myofascial pain, irritable bowel syndrome (IBS), temporomandibular joint disorder (TMJ), environmental sensitivities, anxiety, and depression;

AND WHEREAS Fibromyalgia greatly reduces quality of life, can cause total disability and also affects families, friends and employers. Living with chronic pain and fatigue on a daily basis can lead to social isolation, so it is important for sufferers and their families, friends, and caregivers to know that they are not alone;

AND WHEREAS people with Fibromyalgia have a right to be treated with dignity and have a right to pain relief;

AND WHEREAS together we will find ways to enhance the quality of lives for people affected by fibromyalgia and together find a cure;

NOW, THEREFORE, I, Stacy Wight, Mayor of the Town of Kirkland Lake, do hereby proclaim May 12, 2024 as

“FIBROMYALGIA AWARENESS DAY”

In the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION

VICTIMS AND SURVIVORS OF CRIME AWARENESS WEEK

~ May 12-18, 2024 ~

WHEREAS Victims and survivors of crime have gone through traumatic experiences;

AND WHEREAS the goal of Victims and Survivors of Crime Awareness Week is to raise awareness about the issues facing victims of crime and about the services, programs, and laws in place to help victims and their families;

AND WHEREAS Victims and Survivors of Crime Awareness Week is also a time to acknowledge the work of service providers and their dedication in assisting victims and survivors of crime and their families;

AND WHEREAS this year's theme "The Power of Collaboration" highlights that we can all help shape a future in which victims and survivors of crime are treated with the compassion, courtesy, and respect they deserve;

AND WHEREAS the Victim Services of Timiskaming & District has requested Council proclaim the week of May 12-18, 2024 as "Victims and Survivors of Crime Awareness Week".

NOW, THEREFORE, I, Stacy Wight, Mayor of the Town of Kirkland Lake, do hereby proclaim May 12-18, 2024 as:

"VICTIMS AND SURVIVORS OF CRIME AWARENESS WEEK"

In the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION

MOOSE HIDE CAMPAIGN DAY

~ May 16, 2024 ~

WHEREAS the Moose Hide Campaign is an Indigenous-led, grassroots movement of men, boys and all Canadians standing up to end violence against women, children and all those along the gender continuum;

AND WHEREAS the Moose Hide Campaign was founded along the 'Highway of Tears' in British Columbia in response to the injustices and violence faced by many women and children in Canada, particularly those who are Indigenous;

AND WHEREAS Intimate Partner Violence (IPV) is at epidemic proportions across Canada with more than 4 in 10 women having experienced it in their lifetime, and this reality is worse for Indigenous women who are twice as likely to experience violence from their current or former partners;

AND WHEREAS the Moose Hide Campaign has distributed over five million moose hide pins that each spark five conversations about issues of violence against women, children and all those along the gender continuum;

AND WHEREAS wearing the moose hide pin demonstrates a commitment to honour, respect and protect the women and children in your life, end gender-based violence and take meaningful action towards reconciliation with Indigenous peoples;

AND WHEREAS participation in the Moose Hide Campaign is a concrete action for all citizens to address the legacies of colonization, residential schools and the reality of more than 1,200 missing or murdered women in Canada;

AND WHEREAS engagement with the Moose Hide Campaign aligns with the United Nations Declaration on the Right of Indigenous Peoples (UNDRIP), the Truth and Reconciliation Commission's Calls to Action, and the Calls for Justice of the National Inquiry into Missing and Murdered Indigenous Women and Girls (MMIWG2S+);

NOW, THEREFORE, I, Stacy Wight, Mayor of the Town of Kirkland Lake, do hereby proclaim May 16, 2024 as:

"MOOSE HIDE CAMPAIGN DAY"

In the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION

PARAMEDIC SERVICES WEEK

~ May 19-25, 2024 ~

WHEREAS the third week in May of each year is recognized across North America as Paramedic Services Week by municipalities, Paramedic organizations and associations, as well as other levels of government;

AND WHEREAS Paramedic Services Week is May 19-25, 2024;

AND WHEREAS the District of Timiskaming Social Services and Administration Board Emergency Medical Services serve the people of the district every day, we take the opportunity to recognize the exceptional service they provide, from their prompt and compassionate response to our citizens in urgent need to the supportive role of Community Paramedics;

AND WHEREAS Paramedics dedicate their lives to public service, and their skills often make the difference when community members are at their most vulnerable;

AND WHEREAS access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury;

AND WHEREAS The Corporation of The Town of Kirkland Lake wishes to recognize the important contribution of the more than 50 full-time and part-time paramedics who work out of three bases across the District, as well as recognize the Paramedics across Canada;

AND WHEREAS Kirkland Lake residents and members of this community are urged to recognize the vital contributions provided by all Paramedics in the District of Timiskaming.

THEREFORE BE IT RESOLVED THAT I, Stacy Wight, Mayor of The Town of Kirkland Lake, do hereby proclaim May 19th to 25th, 2024, as:

“PARAMEDIC SERVICES WEEK”

in the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION

POLISH HERITAGE MONTH

~ May 2024 ~

I, Stacy Wight, Mayor of the Town of Kirkland Lake, by the virtue of the power vested in me as the Mayor of the Town of Kirkland Lake, do hereby proclaim the month of May 2024 as:

“POLISH HERITAGE MONTH”

In the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

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

ASIAN HERITAGE MONTH

~ May 2024 ~

I, Stacy Wight, Mayor of the Town of Kirkland Lake, by the virtue of the power vested in me as the Mayor of the Town of Kirkland Lake, do hereby proclaim the month of May 2024 as:

“ASIAN HERITAGE MONTH”

In the Town of Kirkland Lake.

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

Mayor Stacy Wight

Dated this 9th day of May, 2024



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-040

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS MEETING HELD MAY 9, 2024

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 sections.
- 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 9TH DAY OF MAY, 2024.

Stacy Wight, Mayor

Jennifer Montreuil, Municipal Clerk