

# AGENDA

## Regular Council Meeting

Tuesday, September 3, 2024

4:40 PM

Council Chambers/Zoom

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

We acknowledge that the Town of Kirkland Lake is located on the traditional territory of Algonquin peoples including the Beaverhouse First Nation, and unceded territory of other indigenous peoples. We recognize the presence of the Algonquin, Anishanabai, Ojibwe, Cree and Métis people in our community since time immemorial and honour their stewardship and care of these lands. We hereby affirm our continued commitment and responsibility to reconciliation.

### 1. CALL TO ORDER AND MOMENT OF SILENCE

### 2. APPROVAL OF THE AGENDA

*RECOMMENDATION:*

**THAT** the Agenda for the Regular Meeting of Council held on Tuesday, September 3, 2024 be approved as circulated.

### 3. DECLARATION OF PECUNIARY INTEREST

### 4. PETITIONS AND DELEGATIONS

None.

### 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

#### 5.1. Council Minutes

[Minutes - August 13, 2024](#)

*RECOMMENDATION:*

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

- Minutes of the Regular Meeting of Council held August 13, 2024.

### 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. Verbal Update - 2024 AMO Annual Conference  
Alan Smith, Chief Administrative Officer

*RECOMMENDATION:*

**THAT** Report Number 2024-CAO-VR8 entitled "**Verbal Update - 2024 AMO Annual Conference**" be received for information.

- 6.2. Supplemental: Fireworks By-Law Housekeeping, Set Fines Schedule & User Fees  
Jennifer Montreuil, Municipal Clerk  
[2024-ADM-016](#)

*RECOMMENDATION:*

**THAT** Report Number 2024-ADM-016 entitled "**Supplemental: Fireworks By-Law Housekeeping, Set Fines Schedule & User Fees**" be received;

**AND THAT** the proposed housekeeping amendments be made to the Town's Fireworks By-Law, as presented;

**AND THAT** subsection 2.2. i) of the Town's Notice By-Law be lifted to allow for an updated Fireworks By-Law to be given three readings on September 3, 2024;

**AND THAT** Schedule "A" of the Town's Fire Services Fees and Charges By-Law 24-029 be amended to reflect the addition of fees associated with the establishment of a permitting process and fee for the display of fireworks, as presented;

**AND FINALLY THAT** subsection 2.2.i) of the Town's Notice By-Law be lifted to allow for an amending Fire Services Fees and Charges By-Law to be given three readings on September 3, 2024.

- 6.3. Connecting Link 2024-2025: Design/Project Management/Administration Award  
Stephane Fortin, Director of Public Works  
[2024-PW-008](#)

*RECOMMENDATION:*

**THAT** Report Number 2024-PW-008 entitled "**Connecting Link 2024-2025: Design/Project Management/Administration Award**" be received;

**AND THAT** Council hereby award a contract to EXP Services Inc. for the provision of Engineering and Project Management/Administration as outlined in the Scope of Work identified within 611-24-RFP, and as presented, in the amount of \$170,690.00 + HST;

**AND FINALLY THAT** an execution by-law be brought forward for three readings on September 17, 2024.

## 7. CONSIDERATIONS OF NOTICES OF MOTIONS

- 7.1. Councillor Casey Owens - Parking Issues Downtown

*RECOMMENDATION:*

Mover: Councillor Casey Owens

Seconder: Councillor Rick Owen

**THAT** Council direct that Administration bring forward a Report to investigate amending the language in the current Parking By-Law 15-017, as amended, to consider time limitations for on-street parking for Kirkland Street between Duncan Street and Prospect Avenue.

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

### **8.1. By-Law # 24-070**

[24-070 Execution By-Law - Conditional Contribution Agreement \(NOHFC\) Old Pool Retrofit Project](#)

*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 24-070**, being a by-law to authorize the execution of a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation for the Community Enhancement Program - Recreation Centre Retrofit Project.

### **8.2. By-Law # 24-071**

[24-071 Fireworks 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 24-071**, being a by-law to regulate the sale and discharge of fireworks within the jurisdiction of The Town of Kirkland Lake.

### **8.3. By-Law # 24-072**

[24-072 By-Law Amending FES User Fees & Charges \(Schedule A\)](#)

*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 24-072**, being a by-law to amend By-Law 24-029 to establish fees and charges for the Kirkland Lake Fire Services Department (Schedule "A").

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

None.

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

## **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**

None.

**13. CLOSED SESSION**

*RECOMMENDATION:*

**THAT** Council adjourn in-camera pursuant to Section 239 (3.1) of the *Municipal Act*, 2001, as amended, at \_\_\_\_ PM to receive a educational presentation on the Town's Procedural By-Law, as amended.

*RECOMMENDATION:*

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

**14. MATTERS FROM CLOSED SESSION**

**15. CONFIRMATION BY-LAW**

15.1. **By-Law # 24-073**

[24-074 Confirming Proceedings - September 3, 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 24-073**, being a by-law to confirm the proceedings of Council at its meeting held Tuesday, September 3, 2024.

**16. ADJOURNMENT**

*RECOMMENDATION:*

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



# MINUTES

## Regular Council Meeting

Tuesday, August 13, 2024

4:40 PM

Council Chambers/Electronic Participation

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The Regular Council Meeting of the Town of Kirkland Lake was called to order on Tuesday, August 13, 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

Absent:

Staff: Chief Administrative Officer Alan Smith, Director of Public Works Stephane Fortin (4:40 – 6:06 PM), Director of Emergency Services / Fire Chief Earl Grigg (4:40 – 6:06 PM), Director of Corporate Services Shawn LaCarte, Director of Development and Enterprise Services Dan Laverdure (4:40 – 6:06 PM), Director of Community Services Kim Klockars (4:43 – 6:06 PM), Director of Long-Term Care and Senior Services Tanya Schumacher (4:40 – 6:06 PM), Municipal Clerk Jennifer Montreuil, Treasurer Lloyd Crocker (4:40 – 6:06 PM), Strategic Initiatives and Workplace Performance Coordinator Stephanie Dell (4:40 – 6:06 PM), and Deputy Clerk/Lottery Licencing Officer Amberly Spilman (4:40 – 6:06 PM).

### 1. CALL TO ORDER AND MOMENT OF SILENCE

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

### 2. APPROVAL OF THE AGENDA

Moved by: Councillor Janice Ranger

Seconded by: Councillor Lad Shaba

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on Tuesday, August 13, 2024 be approved as circulated;

**AND FINALLY THAT** Section 15 of Procedural By-Law 15-075, as amended, be suspended to allow for the hearing of a Notice of Reconsideration prior to Petitions and Delegations.

**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. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

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

- Minutes of the Public Meeting held July 16, 2024; and
- Minutes of the Regular Meeting of Council held July 16, 2024.

**CARRIED**

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

**BE IT RESOLVED THAT** Council adopt the minutes of the following meetings:

- Minutes of the Kirkland Lake Museum Advisory Committee held January 17, 2024 and May 23, 2024; and
- Minutes of the Kirkland Lake Committee of Adjustment held May 28, 2024 & June 25, 2024.

**CARRIED**

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

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

- Minutes of the District of Timiskaming Social Services Administration Board of Directors held June 19, 2024;
- Minutes of the Kirkland Lake District Chamber of Commerce Board of Directors held April 9, 2024 & May 7, 2024; and
- Minutes of the Timiskaming Municipal Association held May 30, 2024.

**CARRIED**

### 5. NOTICE OF RECONSIDERATION

- 5.1. ~~Councillor Ranger – Proposed Open Air Burning By-Law (By-Law 24-058)~~

The matter was not considered as there was no second to proceed.

### 6. PETITIONS AND DELEGATIONS

None.

## 7. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 7.1. Supplemental: Proposed Zoning By-Law Amendment - 39 Second St. E.  
Dan Laverdure, Director of Development and Enterprise Services

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

**BE IT RESOLVED THAT** Report Number 2024-DEV-023 entitled “**Supplemental: Proposed Zoning By-Law Amendment - 39 Second St. E.**” be received;

**AND THAT** Council approve an amendment to Zoning By-Law No. 21-032 to rezone lands identified for 39 Second Street East from “Institutional (I)” to “Residential Medium Density – Special (R2-02);

**AND FINALLY THAT** the amending by-law be brought forward for three readings on August 13, 2024.

**CARRIED**

- 7.2. Supplemental: Proposed Housekeeping to Fireworks By-Law  
Earl Grigg, Director of Emergency Services/Fire Chief

### **Amendment #1**

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

**THAT** the Fireworks By-Law, as presented be further amended to remove the language in recital 3.1(b) and substitute same with “*All users are to obtain a permit*”.

**CARRIED**

### **Amendment # 2**

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

**THAT** the amended Fireworks By-Law, be further amended to remove subsection 5.1.4, as presented.

**CARRIED**

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

**BE IT RESOLVED THAT** Report Number 2024-FES-004 entitled “**Supplemental: Proposed Housekeeping to Fireworks By-Law**” be received;

**AND FINALLY THAT** the Fireworks By-Law, as amended, be brought forward for three readings on August 13, 2024.

**CARRIED AS AMENDED**

- 7.3. Supplemental: Request for Land Use Authorization and Exemption to Noise By-Law (Agnico Eagle Mines Ltd.)  
Alan Smith, Chief Administrative Officer

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

**BE IT RESOLVED THAT** Report Number 2024-CAO-VR7 identified as “**Supplemental: Request for Land Use Authorization and Exemption to Noise By-Law (Agnico Eagle Mines Ltd.)**” be received;

**AND THAT** Council hereby receive the amending noise exemption request from Agnico Eagle Mines Ltd. received by the Town on August 8, 2024 surrounding their Pole Hole Drilling Exploration Project;

**AND FINALLY THAT** Council hereby agrees to amend its July 16, 2024 decision to grant a 16 month noise exemption to an 18 month noise exemption to Noise By-Law 07-065 to Agnico Eagle Mines Ltd. pursuant to the terms and conditions as outlined in Report to Council 2024-DEV-022.

**CARRIED**

- 7.4. Operational Key Performance Indicators (O-KPIs) Update – 2024 Quarter Two  
Stephanie Dell, Strategic Initiatives & Workplace Performance Coordinator

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

**BE IT RESOLVED THAT** Report Number 2024-ADM-015 entitled “**Operational Key Performance Indicators (O-KPIs) Update – 2024 Quarter Two**” be received.

**CARRIED**

- 7.5. FoodCycler™ Pilot Program Update  
Alan Smith, Chief Administrative Officer

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

**BE IT RESOLVED THAT** Report Number 2024-PW-007 entitled “**FoodCycler™ Pilot Program Update**” be received.

**CARRIED**

- 7.6. Quarterly Municipal Accommodations Tax Update  
Dan Laverdure, Director of Development & Enterprise Services

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

**BE IT RESOLVED THAT** Report Number 2024-DEV-024 entitled “**Quarterly Municipal Accommodations Tax Update**” be received for information.

**CARRIED**

## 8. CONSIDERATIONS OF NOTICES OF MOTIONS

None.

## 9. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

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

**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 24-064**, being a by-law to amend Zoning By-Law No. 21-032 to rezone certain lands from an "Institutional (i)" Zone to a "Residential Medium Density Special Exception (R2-02)" Zone (39 Second Street East - Kohut).

**CARRIED**

The Municipal Clerk noted to Council that upon further review of its decision on the amendments to substitute the language in Subsection 3.1 (b) of the proposed By-Law, as presented and as further amended, that the recital would be better suited to be inserted as a new Subsection 2.2 for legitimacy and enforceability purposes.

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

**BE IT RESOLVED THAT** the following by-law, as amended, and further amended by adding Subsection 2.2. "*All Fireworks users are to obtain a Permit*", by removing Subsection 3.1. (b) and Subsection 5.1.4, be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto; **By-Law Number 24-057**, being a by-law to regulate the sale and discharge of fireworks within the jurisdiction of The Town of Kirkland Lake.

**CARRIED**

- 9.3 Moved by: Councillor Janice Ranger  
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 24-065**, being a by-law to authorize the execution of documents in connection to an Easement Agreement over a portion of 600 Archer Drive (Agnico Eagle Mines Ltd.).

**CARRIED**

- 9.4 Moved by: Councillor Dolly Dickens  
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 24-066**, being a by-law authorizing the execution of a Contribution Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the 2024-25 Connecting Link Project (Highway 66).

**CARRIED**

- 9.5 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 24-067**, being a by-law authorizing the execution of an agreement with Miller Paving Limited for certain paving services as identified in 598-23-RFT.

**CARRIED**

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

**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 24-068**, being a by-law authorizing the execution of an agreement with Miller Paving Limited for resurfacing and pedestrian crossover construction on Highway 66 as identified in 609-24-RFT.

**CARRIED**

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

None.

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

- 11.1 Councillor Owens – Parking Issues Downtown

## **12. COUNCILLOR'S REPORTS**

- 12.1. Updates from Members of Council

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

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

**CARRIED**

### 13. ADDITIONAL INFORMATION

#### 13.1. Proclamation - International Overdose Awareness Day (August 31, 2024)

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

**BE IT RESOLVED THAT** Council sanction the Proclamation for "**International Overdose Awareness Day (August 31, 2024)**" in the Town of Kirkland Lake.

**CARRIED**

Council took recess at 6:06 PM and resumed the Meeting at 6:20 PM.

### 4. CLOSED SESSION

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

**BE IT RESOLVED THAT** Council adjourn in-camera pursuant to Section 239 (2) of the *Municipal Act*, 2001, as amended, to discuss litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local boards; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board:

at 6:21 PM for the following reason:

- Item 13.1 Insurance and Legal Update

**CARRIED**

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

**BE IT RESOLVED THAT** Council reconvene in open session at 7:09 PM.

**CARRIED**

### 15. MATTERS FROM CLOSED SESSION

None.

### 16. CONFIRMATION BY-LAW

#### 16.1. By-Law # 24-069

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 Municipal Clerk, and the Seal of the Corporation be affixed thereto;

**By-Law Number 24-069**, being a by-law to confirm the proceedings of Council at its meeting held Tuesday, August 13, 2024.

**CARRIED**

## **17. ADJOURNMENT**

Moved by: Councillor Lad Shaba

Seconded by: Councillor Dolly Dickens

**THAT** this Regular Meeting of Council do now adjourn at 7:11 PM.

**CARRIED**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON SEPTEMBER 3, 2024



## REPORT TO COUNCIL

Meeting Date: 03/09/2024

Report Number: 2024-ADM-016

Presented by: Jennifer Montreuil

Department: Administration

### REPORT TITLE

Supplemental: Fireworks By-Law Housekeeping, Set Fines Schedule & User Fees

### RECOMMENDATION

**BE IT RESOLVED THAT** Report Number 2024-ADM-016 entitled “**Supplemental: Fireworks By-Law Housekeeping, Set Fines Schedule & User Fees**” be received;

**AND THAT** the proposed housekeeping amendments be made to the Town’s Fireworks By-Law, as presented;

**AND THAT** subsection 2.2. i) of the Town’s [Notice By-Law](#) be lifted to allow for an updated Fireworks By-Law to be given three readings on September 3, 2024;

**AND THAT** Schedule “A” of the Town’s Fire Services Fees and Charges By-Law 24-029 be amended to reflect the addition of fees associated with the establishment of a permitting process and fee for the display of fireworks, as presented.

**AND FINALLY THAT** subsection 2.2.i) of the Town’s [Notice By-Law](#) be lifted to allow for an amending Fire Services Fees and Charges By-Law to be given three readings on September 3, 2024.

### INTRODUCTION

Further to Council’s resolution on the Town’s Fireworks By-Law at its August 13, 2024 Meeting, being:

*“Moved by: Councillor Casey Owens*

*Seconded by: Councillor Rick Owen*

**BE IT RESOLVED THAT** the following by-law, as amended, and as further amended by adding subsection 2.2 – “All fireworks users are to obtain a permit.”; by removing subsection 3.1b in its entirety; and by removing subsection 5.1.4 in its entirety, be read, numbered, passed, signed by the Mayor and the Municipal Clerk, and the Seal of the Corporation be affixed thereto;

## INTRODUCTION (CONTINUED)

*By-Law Number 24-057, being a by-law to regulate the sale and discharge of fireworks within the jurisdiction of The Town of Kirkland Lake. **CARRIED AS AMENDED**".*

Administration have identified several housekeeping items stemming from those decisions that need to be reviewed by Council, including the Set Fines schedule for regulatory enforcement, and the establishment of a permit fee for fireworks displays within the Municipality's jurisdiction.

## DISCUSSION

Operational time was redirected from corporate deliverables to conduct a subsequent review of the amendments made at the August 13, 2024, meeting to ensure the decision of Council was properly captured by avoiding competing/contradictory recitals/language in the Fireworks By-Law, to ensure there was language encapsulating the totality of enforceability, and to establish an amended process and fee for the permitting of fireworks displays within the Town.

Attachment 1 are redlined to identify those proposed housekeeping changes in keeping with Council's decision on August 13, 2024. This also includes redline amendments to Schedule "A" to the By-Law, the proposed set fine schedule.

Attachment 2 is also redlined identifying the proposed permitting fee for the authorized fireworks displays in the jurisdiction of the municipality. The Fire Chief wishes to contain the fee to a simple match-up to the burn permit fee currently established in the Fire Services User Fees and Charges By-Law, being \$15 per permit (per fireworks display) in 2024 and \$20 per permit in 2025.

Given that the proposed housekeeping amendments are minor in nature, and that the fee is in line with other permitting schemes currently established in the existing Fire Services Fees and Charges By-Law, in an effort to remove some "red tape" surrounding the enactment of those changes, Administration is recommending that the notice provisions within the Town's Notice By-Law be lifted to permit the amendments to be voted upon at the same meeting as the presentation of the proposed housekeeping amendments.

## OTHER ALTERNATIVES CONSIDERED

Council may wish to leave the Fireworks By-Law in its current state; however, this is not recommended as the intent of Council's decision from its last Meeting was to remove any reference from any "observed holiday" and generalize displays or sale/storage through a permitting system subject to approval by the Fire Chief.

## OTHER ALTERNATIVES CONSIDERED (CONTINUED)

Subsequently, appending to the penalties (set fines) for those changes required certain items being removed from Schedule “A” to the said By-Law, and the addition of a penalty for non-adherence to permits for fireworks displays within the jurisdiction of the Town.

## FINANCIAL CONSIDERATIONS

Although there are no financial considerations born in the housekeeping of the said Fireworks By-Law or proposed amendments to the Fire Services Fees and Charges By-Law, it is anticipated that potential revenues stemming from the new permitting process will be minimal until a cycle of education on the new regulations materialize.

Once more appropriate datasets have been collected (1+ years) the Director of Emergency Services/Fire Chief will incorporate same into Operational Key Performance Indicators to identify those revenues in comparison to the permitting statistical information.

## ALIGNMENT TO CORPORATE STRATEGIC PLAN

### Priorities:

- ☒ Service Excellence
- ☒ Sustainable Core Services
- ☒ Current Council's Operational Aims



### Actions:

#### Service Excellence

- Develop long-term financial plans and budgets to ensure financial sustainability and value for money.

#### Sustainable Core Services

- Provide clear, fair, and consistent regulations and policies governing municipal operations.
- Develop and implement key performance indicators to evaluate the efficiency and effectiveness of service delivery.

## ALIGNMENT TO CORPORATE STRATEGIC PLAN (CONTINUED)

### Council Operational Aims:

#### Sustainable Core Services

##### *Governance*

- Clear, fair, and consistent regulations and policies governing municipal operations.
- Timely reports from staff to Council on all significant projects and initiatives.
- Regular communication with residents to explain governance structures, processes, and decisions.

#### Vibrant & Prosperous Community

##### *Local Business Climate*

- Updated regulations that expedite the permitting process without compromising safety or quality standards.

## ACCESSIBILITY CONSIDERATIONS

Not Applicable.

## CONCLUSION

Administration is recommending that general housekeeping amendments and updates to the set fine schedule be made to fully encapsulate the decision(s) of Council made at its meeting held August 13, 2024, surrounding the Town's Fireworks By-Law. Administration is also recommending that the proposed permit fee (and set fine in Schedule A to the Fireworks By-Law) be established in the Fire Services Fees and Charges By-Law for the display of fireworks within the Town's jurisdiction.

## CONSULTATIONS

Town of Kirkland Lake Senior Management Team

## ATTACHMENTS

Attachment 1 – Proposed Amendments to By-Law (Redlined)

Attachment 2 – Proposed Amendments to By-Law (Redlined)



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-~~0570~~##

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**BEING A BY-LAW TO REGULATE THE SALE AND DISCHARGE OF FIREWORKS  
WITHIN THE JURISDICTION OF THE TOWN OF KIRKLAND LAKE**

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**WHEREAS** Subsection 121(a) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, (hereinafter referred to as the “*Municipal Act*”), provides that a local municipality may prohibit and regulate the sale of Fireworks and the setting off of Fireworks;

**AND WHEREAS** Subsection 121(b) of the *Municipal Act* provides that a municipality may prohibit the sale of Fireworks and the setting off of Fireworks unless a permit is obtained from the municipality for the sale of Fireworks and the setting off of Fireworks and may impose conditions for obtaining, continuing to hold, and renewing the permit, including requiring the submission of plans;

**AND WHEREAS** Subsection 7.1(1) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended, (hereinafter referred to as the “*Fire Protection and Prevention Act*”), provides that the Council of a municipality may pass by-laws regulating fire prevention, including the spreading of fires;

**AND WHEREAS** Subsection 7.1(3) of the *Fire Protection and Prevention Act* provides that a by-law under this section may deal with different areas of the municipality differently;

**AND WHEREAS** Article 5.2.1.2. of the Ontario Fire Code, O. Reg. 213/07, as amended (hereinafter referred to as “Ontario Fire Code”), provides that the manufacture, storage, handling, transportation, sale, and use of explosives shall meet the requirements of the *Explosives Act*, R.S.C. 1985, c. E-17, and its Explosives Regulations;

**AND WHEREAS** Article 5.2.1.4. of the Ontario Fire Code provides that the handling and Discharge of Fireworks and pyrotechnics shall comply with Natural Resources Canada (NRCan)’s Display Fireworks Manual, and Pyrotechnics Special Effects Manual;

**AND WHEREAS** Subsection 7.1(4) of the *Fire Protection and Prevention Act* provides that a municipality may appoint an Officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by- laws enacted in accordance with Section 7.1 are being complied with;

**AND WHEREAS** Subsection 12(4) of the *Fire Protection and Prevention Act* provides that if there is a conflict between a provision of the fire code and a provision of a municipal by-law respecting the keeping and manufacturing of explosives, the provision that is most restrictive prevails;

**AND WHEREAS** Subsection 19(2) of the *Fire Protection and Prevention Act* provides an inspector may, without a warrant, enter and inspect land and premises for the purposes of assessing fire safety;

**AND WHEREAS** Section 120 of the *Municipal Act* authorizes a municipality to pass by-laws to regulate the manufacture of explosives, to prohibit and regulate the storage, keeping, and transportation of explosives and dangerous substances, including requirements that a permit be obtained from the municipality for the storage of explosives and dangerous substances, and imposing conditions on such permits, and continuing to hold and renewing the permit, including requiring the submission of plans;

**AND WHEREAS** Section 128 of the *Municipal Act* provides that a municipality may pass by-laws to prohibit, and regulate public nuisances including matters that, in the opinion of Council, are, or could become, or cause public nuisance;

**AND WHEREAS** Section 391 of the *Municipal Act* provides that a municipality and a local board may pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it, or for costs payable by it for services, or activities provided, or done by or on behalf of any other municipality or local board;

**AND WHEREAS** Section 425 of the *Municipal Act* provides that by-laws may be passed by a municipality providing that a person who contravenes a by-law of a municipality passed under this Act, is guilty of an offence;

**AND WHEREAS** Section 446 of the *Municipal Act* provides that where the municipality has the authority by any act, or under a by-law, to direct or require a person to do a matter or thing, the municipality may also provide that in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and in default of it being done by the person directed or required to do it, the municipality may enter upon the land at any reasonable time, and recover the costs of doing the matter or thing from the person required to do it, by action or by adding the costs to the tax roll, and collecting them in the same manner as property taxes;

**AND WHEREAS** Council of The Corporation of the Town of Kirkland Lake deems it expedient and necessary for the safety and well-being of the community to regulate the sale and use of Fireworks, and Pyrotechnic Special Effects within the Town of Kirkland Lake;

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

**1. DEFINITIONS**

1.1. For the purposes of this by-law, definitions in the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4., shall be used with respect to matters pertaining to fire prevention, and fire safety and which are undefined in this by-law, otherwise the following definitions will apply:

1.1.1. **“Act”** means *The Explosives Act*, R.S.C. 1985, C. E-17, as amended, and the Explosives Regulations made thereunder as amended from time to time and any act or any Regulation enacted in substitution. May also be identified as the “Explosives Act” and/or “Explosives Regulations” within this By-Law.

1.1.2. **“Approved”** means granted permission by the Fire Chief or designate.

1.1.3. **“Consumer Fireworks”** means outdoor, low hazard, recreational Fireworks that are classed as F.1 Consumer Fireworks under the Act and includes Fireworks showers, fountains, golden rain, lawn lights, pin wheels, Roman candles, volcanoes, and sparklers but does not include Christmas crackers and caps for toy guns containing in excess of twenty-five one-hundredths of a grain of explosive used per cap.

1.1.4. **“Discharge”** means to fire, ignite, explode, or set off or cause to be fired, ignited, exploded, or set off, and the words “Discharged”, and “Discharging” have a similar meaning.

1.1.5. **“Display Assistant”** means a certified person who is qualified under the setup Display Fireworks by assisting the Display Supervisor.

- 1.1.6. **“Display Fireworks”** means outdoor, high hazard, recreational Fireworks classed as F.2 Display Fireworks under the Act, and includes rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, Bombardos, waterfalls, fountains, mines, batteries, illumination, set pieces and pigeons but does not include Firecrackers.
- 1.1.7. **“Display Fireworks Manual”** means the Display Fireworks Manual as published from time to time by the Explosives Branch of Natural Resources Canada (NRCan), or any publication in substitution therefor that applies to the handling and Discharge of Display Fireworks.
- 1.1.8. **“Display Supervisor”** means a certified person who is qualified under the Act to supervise the Discharge of Display Fireworks.
- 1.1.9. **“Fire Ban”** means a prohibition on all burning, including the Discharge of Fireworks, issued by the Fire Department of The Corporation of the Town of Kirkland Lake.
- 1.1.10. **“Fire Chief”** means the appointed **Fire Chief** for The Corporation of the Town of Kirkland Lake and, whether stated or not, also means his/her designates which may include a Platoon Chief, or a Firefighter; unless it is stated as **Fire Chief** only, in which case there is no designate.
- 1.1.11. **“Firecracker”** means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese Firecrackers, but does not include paper caps containing not more than twenty-five one-hundredths of a grain of explosive on average per cap, or devices for use with such caps, safety flares, marine rockets, and other distress signals.
- 1.1.12. **“Fireworks”** means Display Fireworks, Pyrotechnic Special Effects Fireworks and Consumer Fireworks.
- 1.1.13. **“Fireworks Display”** means an exhibition of Fireworks in an outdoor assembly or open-air occupancy to which the public is invited, attends, may attend, or is admitted with or without a fee being charged and includes private functions such as weddings, or other celebrations.
- 1.1.14. **“Flying Lantern”** means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small candle or fuel cell, allowing the balloon or similar device to rise and float in the air.
- 1.1.15. **“FPPA”** means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended, and the regulations enacted thereunder, as amended from time to time, or any Act and Regulations enacted in substitution therefor.
- 1.1.16. **“Officer”** means an individual appointed by Council for the purpose of enforcing the By-laws of the municipality.
- 1.1.17. **“Owner”** means the person registered on title as the Owner of a property upon which the Discharge of Fireworks occurs.
- 1.1.18. **“Permit”** means a Consumer Fireworks Sales Permit and/or a Public Fireworks Display or Consumer Fireworks Discharge Permit issued by the **Fire Chief** of the Town of Kirkland Lake Fire Department.



- 1.1.19. **“Platoon Chief”** means an employee assigned to this position by virtue of their employment with The Corporation of the Town of Kirkland Lake, or by assign, in writing, by the Fire Chief.
- 1.1.20. **“Prohibited Fireworks”** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and bottle rockets, fake Firecrackers, champagne party poppers, snap caps, sprite bombs, and other trick devices or practical jokes as included on the most recent list of Prohibited Fireworks as published from time to time under the Act.
- 1.1.21. **“Pyrotechnician”** means a person who is certified under the Act as a Theatrical User, an Assistant, a Pyrotechnician or a Special Effects Pyrotechnician and is qualified to purchase and supervise the display of Pyrotechnic Special Effect Fireworks under the Act.
- 1.1.22. **“Pyrotechnic Special Effect Fireworks”** means high hazard Fireworks that are classed as F.3 Special Effect Pyrotechnics under the Act and are used to produce a special pyrotechnic effect for indoor or outdoor performances and includes but is not limited to; black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, Gerbs, lances and wheels.
- 1.1.23. **“Sell”** includes offer for sale, cause or permit to be sold and to possess for the purpose of sale and the words "Selling" and "Sold" have similar meaning.
- 1.1.24. **“Shop”** means a building or part of a building, booth, stall, or place where goods are exposed or offered for sale.
- 1.1.25. **“Tent”** means a portable shelter/structure made of cloth or other pliable material, supported by one or more poles which can be stretched tight by cords or loops, attached to pegs, driven into the ground or other measures sufficient to secure them.
- 1.1.26. **“Town”** means The Corporation of the Town of Kirkland Lake.

## 2. **ALL FIREWORKS**

- 2.1. No person shall Sell, or offer for sale, buy, or offer to buy, any Fireworks except as described in this By-Law.
- 2.2. All Fireworks users are to obtain a permit for any Fireworks Display intended to take place in the Town’s jurisdiction.

## 3. **CONSUMER FIREWORKS**

- 3.1. No person shall:
  - a) offer for sale, buy, or offer to buy any Fireworks ~~on any day or days during~~unless approved to do so by the ~~year except on Victoria Day and Canada Day and except on the seven (7) days immediately preceding Victoria Day and on the seven (7) days immediately preceding Canada day, or, as Approved~~Fire Chief , subject to a Permit;



- b) **Sell** or supply any Fireworks to anyone under the age of eighteen (18) years;
- c) set off any Consumer Fireworks in, on or into any building, structure, or automobile;
- d) set off any Consumer Fireworks on or into any highway, street, lane, boulevard, roundabout, or private roadway;
- e) set off any Consumer Fireworks on or into any land used for school purposes;
- f) set off any Consumer Fireworks on or into any park, parkette, trail, linear park, land used for storm water management, square, other public place or any land owned by the Town of Kirkland Lake or any of their boards or agencies;
- g) set off any Consumer Fireworks in a manner that might create a danger or nuisance to any person or property; and for greater clarity a lot with less than 15m of frontage is deemed to be one whereon the setting off of Fireworks might create a nuisance; and
- h) set off any Consumer Fireworks without limiting the generality of the foregoing, on any land whatsoever, except on land belonging to the person setting off the Fireworks, or on other privately owned land where the consent of the Owner has been obtained.

#### **4. DELEGATED AUTHORITY**

4.1. Council of The Corporation of the Town of Kirkland Lake hereby delegate authority to the Director of Emergency Services/Fire Chief to issue and revoke Permits for the sale and setting off of Fireworks within the jurisdiction of the Town, as set out in this By-Law.

#### **5. SALE OF FIREWORKS/FIRECRACKERS**

5.1. No person shall:

5.1.1. Buy, Sell or Set Off any Firecrackers.

5.1.2. Buy, Sell or Set Off any Prohibited Fireworks.

5.1.3. Buy, Sell or Set Off any Flying Lanterns.

5.1.4. Sell individual Consumer Fireworks unless, prior to sale, the Fireworks are kept and maintained under a locked glass, plexiglass case, or other Approved means, which is not accessible to the public. No person, other than the Seller, shall handle Fireworks that are not in consumer packs, until after the time of purchase. Sealed packages of Consumer Fireworks may be displayed prior to sale in a location accessible to the public that is Approved by the Fire Chief.

5.1.5. Exhibit or display Consumer Fireworks for sale, unless:

5.1.5.1. The Fireworks are separated into individual lots that do not exceed 25 kilograms in gross weight, and such separation between lots is sufficient to prevent fire from spreading rapidly from one lot to the next by a fire break which may consist of:

- a) maintaining a minimum aisle width of 1.2 metres between lots;

b) 6 mm plywood partition that extends 15 cm above the height of the lot or display shelf above; or

c) any other method Approved by the Fire Chief.

5.1.6. Exhibit or display Consumer Fireworks that are exposed to direct sunlight, open flame, excess heat, or within close proximity of accelerants or other sources of ignition.

5.1.7. Exhibit or display Consumer Fireworks in Shop windows that contain explosive composition. Only mock samples that do not contain explosive composition may be displayed in Shop windows.

5.1.8. Smoke or vape within eight (8) metres of any Consumer Fireworks.

5.1.9. Sell or display Consumer Fireworks inside a building, Tent, trailer, or other enclosed location, unless there are a minimum of two (2) unobstructed, clearly identified public exits to ensure that occupants can quickly evacuate in the event of a fire or emergency.

5.1.10. Sell or store Consumer Fireworks in a location that is not designated and Approved for such use.

5.1.11. Store or transport Consumer Fireworks for sale except in conformance with the Act.

5.1.12. Sell Consumer Fireworks to any person(s) under the age of 18.

5.1.13. Offer for sale, display for sale, or Sell Consumer Fireworks in a manner that contravenes the sale of Consumer Fireworks regulations.

5.2. Persons wishing to Sell Consumer Fireworks, at a location, or, on property that is not owned by the Seller, shall obtain written consent from the Owner prior to the issuance of a Consumer Fireworks Sales Permit. Written consent shall be submitted to the Fire Chief with the Consumer Fireworks Sales Permit Application.

5.3. Tents used to Sell or display Consumer Fireworks shall conform to CAN/ULC S-109, "Standard Method for Flame Tests of Flame-Resistant Fabrics and Film".

5.4. Each location, where Consumer Fireworks are offered for sale, shall have at least two (2) portable fire extinguishers having a minimum rating of 3A:10BC.

## **6. DISCHARGE OF FIRECRACKERS & PROHIBITED FIREWORKS**

6.1. No person shall:

a) Discharge any Firecrackers.

b) Discharge any Prohibited Fireworks.

c) Discharge (release) a Flying Lantern.

## **7. DISCHARGE OF CONSUMER FIREWORKS**

7.1. No person shall Discharge Consumer Fireworks, **except on the following days: as Approved by the Fire Chief, subject to a Permit.**

~~7.1.1. Victoria Day and Canada Day, or, as Approved by the Fire Chief, subject to a Permit.~~

~~7.1.2. Each of the seven (7) days immediately preceding, and the three (3) days immediately following Victoria Day, Canada Day, or, as Approved, subject to Permit.~~

~~7.1.3. Any celebratory holidays, with prior written approval from the Fire Chief, and the date(s) authorized in a current, and valid Permit issued at the discretion by the Fire Chief.~~

7.2. No person shall Discharge Consumer Fireworks ~~on the days specified in Section 7.1,~~ except between the hours of 6:00 PM to 11:00 PM, in accordance with the Town's Noise By-Law.

7.3. A person 18 years of age or over may hold a display of Consumer Fireworks in accordance with the provisions of this By-Law, on any land belonging to them, or on any other privately-owned land, where the Owner thereof has given permission in writing for such a display or Discharge of Fireworks.

7.4. No person shall Discharge any Consumer Fireworks in such a place, or in such a manner as to endanger, injure, harass, frighten, or constitute a nuisance to any person, animal, or property.

7.5. No person shall commit, or cause, or allow to be done any unsafe act, or omission at the time, and place for the Discharging of any Consumer Fireworks.

7.6. For the purposes of Subsection 7.4, the Discharge of any Consumer Fireworks in or onto any building, doorway, or automobile shall be deemed to create a danger, and to be an unsafe act.

7.7. No person shall Discharge any Consumer Fireworks in or onto any highway, street, land, square, public park, or other public place, except in accordance with a current, and valid Permit issued by the Fire Chief, authorizing such a display.

7.8. No person under the age of eighteen (18) years shall Discharge any Consumer Fireworks except under the direct supervision of, and control of, a person(s) eighteen (18) years of age or over.

7.9. No person being the parent, or guardian of any person under the age of eighteen (18) years shall allow the person to Discharge any Consumer Fireworks, except when such parent or guardian or some other responsible person of eighteen (18) years of age or over is in direct supervision and control.

7.10. No person shall Discharge Consumer Fireworks during a Fire Ban authorized by the Fire Chief.

7.11. No person, group of persons, or organization shall hold a Fireworks Display of Consumer Fireworks in the Town for public entertainment, without first having obtained written authorization by the Fire Chief and education on Consumer Fireworks Safety, at the satisfaction of the Fire Chief.

## 8. **DISPLAY FIREWORKS**

8.1. No person, group of persons, or organization shall Discharge, or hold a Fireworks Display **without having first obtained a Permit to do so, issued by the Fire Chief.**

- 8.1.1. Where the display is for public entertainment hosted by a community group or organization, a Fireworks Display shall not be Discharged without having first obtained a Permit issued by the Fire Chief and education on Display Fireworks Safety, at the satisfaction of the Fire Chief.
- 8.2. No Permit holder shall Discharge Display Fireworks except in accordance with the conditions of the Permit.
- 8.3. No Permit holder shall Discharge or hold Display Fireworks at a date, time, location, or site other than as specified in the Permit.
- 8.4. Every application for a Permit shall be made to the Fire Chief a minimum of 28 days prior to the event when the proposed Discharge of Fireworks is to occur,
- 8.5. Every application for a Permit shall include:
  - 8.5.1. A description of the event including the date, and time of the proposed Discharge of Display Fireworks.
  - 8.5.2. The type, kind, and quantity of Display Fireworks that may be Discharged, the Discharge techniques to be used, the manner, and means of transporting, and storing the Fireworks prior to, and after the event, and the manner in which unused Display Fireworks are to be disposed of.
  - 8.5.3. A site plan providing a description of the Discharge site to be used for the Discharging of the Display Fireworks.
  - 8.5.4. A description of the fire emergency procedures.
  - 8.5.5. The manner and means of prohibiting unauthorized persons access to the Discharge site.
  - 8.5.6. The name, and address of the applicant and the sponsoring organization, if applicable, proof of certification of the applicant as a Display Supervisor and any Display Assistants.
  - 8.5.7. Proof of the consent of the Owner to the Discharge of Display Fireworks in writing.
  - 8.5.8. The prescribed fee, in accordance with the Fire Services Fees & Charges By-Law. Where the Display of Fireworks is for public events, the Fire Chief has the authority to waive the Permit fee.
  - 8.5.9. Proof of insurance, and indemnification in accordance with this By-Law, and such other information as required by the Fire Chief.
- 8.6. An applicant for a Permit, subject to the provisions of this By-Law, may be entitled to be issued the Permit, except where:
  - 8.6.1. the application is incomplete; or
  - 8.6.2. the applicant is not a Display Supervisor; or
  - 8.6.3. there are reasonable grounds for belief by the Fire Chief that the holding of the Display Fireworks will result in a breach of this By-Law, the FPPA and the Regulations enacted there under or the Act.

- 8.7. The Permit holder holding the display of Display Fireworks shall ensure that all unused, or partly used Fireworks, and all debris are removed.
- 8.8. A site inspection may be required at the discretion of the Fire Chief, and the applicant for a private Display Fireworks Permit shall pay the prescribed fee for this inspection.
- 8.9. The applicant shall provide and maintain Commercial General Liability Insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Town as an additional insured thereunder. Such insurance shall include permission to conduct displays of Pyrotechnic Special Effects Fireworks, or Display Fireworks. The Fire Chief, at their sole discretion, may request an increase in the amount of insurance, where required.
- 8.10. A copy of the Public Fireworks Display Permit shall be kept at the site of the display from the time of initial event set up, to the time of event conclusion, and shall be produced upon being so directed by the Fire Chief.
- 8.11. The applicant shall indemnify, and save harmless the Town from any, and all claims, demands, causes of action, loss costs, or damages that the Town may suffer, incur, or be liable for, resulting from the performance of the applicant as set out in the by-law whether with, or without negligence on the part of the applicant, the applicant's employees, directors, contractors, and agents.

## **9. PYROTECHNIC SPECIAL EFFECTS FIREWORKS**

- 9.1. No person or group of persons shall hold a display of Pyrotechnic Special Effects in the Town without having first obtained a Permit to do so by the Fire Chief.
- 9.2. No Permit holder shall Discharge Pyrotechnic Special Effects Fireworks, except in accordance with the conditions of the Permit.
- 9.3. Every holder of a Pyrotechnic Special Effect Fireworks Permit shall produce their Permit upon being so directed by the Fire Chief.
- 9.4. Every application for a Permit shall be made to the Fire Chief a minimum of 28 days prior to the event when the proposed Discharge of Pyrotechnic Special Effects Fireworks is to occur.
- 9.5. Every application for a Permit shall include:
  - 9.5.1. A description of the event including:
    - a) a site plan of the facility, and room capacity, the stage, and the Pyrotechnic Special Effect Fireworks storage area;
    - b) a list of all Pyrotechnic Special Effect Fireworks to be used.
    - c) the location of all Pyrotechnic Special Effect Fireworks;
    - d) height, range of effect fallout, and duration of the display of Pyrotechnic Special Effects Fireworks, sequence of firing;
    - e) location of audience, and all exits;

- f) date, and time of the proposed event using Pyrotechnic Special Effects Fireworks;
  - g) description of fire emergency procedures;
  - h) name, and address of the applicant, and the sponsoring business, or organization, if applicable;
  - i) proof of certification of the applicant as a Pyrotechnician;
  - j) proof of insurance, and indemnification in accordance with this By-Law;
  - k) proof of consent of the Owner to the Discharge of Pyrotechnic Special Effect Fireworks in writing if the applicant is not the Owner;
  - l) the prescribed fee, in accordance with the Fire Services Fees & Charges By-Law; and
  - m) such other information as required by the Fire Chief.
- 9.6. An applicant for a Permit, subject to the provisions of this By-Law, may be entitled to be issued the Permit, except where:
- 9.6.1. the application is incomplete.
  - 9.6.2. the applicant is not a Pyrotechnician under the Act; or
  - 9.6.3. there are reasonable grounds for belief that the holding of the Pyrotechnic Special Effects Fireworks will result in a breach of this by-law, the FPPA, and the Regulations enacted thereunder or the Act.
- 9.7. The applicant shall provide and maintain Commercial General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00), inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Town as an additional insured thereunder. Such insurance shall include permission to conduct displays of Pyrotechnic Special Effects Fireworks or Display Fireworks. The Fire Chief, at their sole discretion, may request an increase in the amount of insurance, where required.
- 9.8. The applicant shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss costs, or damages that the Town may suffer, incur, or be liable for, resulting from the performance of the applicant as set out in the by-law whether with, or without negligence on the part of the applicant, the applicant's employees, directors, contractors, and agents.

## **10. CONDITIONS: PYROTECHNIC SPECIAL EFFECTS FIREWORKS PERMITS**

- 10.1. Each Permit shall state the name of the sponsoring business, club, association, or group, the purpose of the display, the place, and date at which the display may be held, and the name of the Pyrotechnician under whose supervision the same shall be held.
- 10.2. The following conditions shall apply to the holding of a display of Pyrotechnic Special Effect Fireworks under a Permit issued under this By-Law:
  - a) The Permit is valid only for the display at the place, and on the date, or dates set forth in the Permit.

- b) The Permit holder shall supervise the display of Pyrotechnic Special Effect Fireworks.
- c) The Permit holder shall Discharge the Pyrotechnic Special Effects Fireworks, and the Permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use.
- d) The Permit holder shall comply at all times with the requirements of the Act, the FPPA, and the Regulations, and the Pyrotechnics Special Effects Manual published by Natural Resources Canada, or any successor publication.
- e) The Permit holder holding the Pyrotechnic Special Effects Fireworks shall ensure that all unused Fireworks, and all debris are removed.

## **11. RIGHT OF ENTRY**

11.1 No person shall prohibit the entry of Officers appointed by Council from entering at all reasonable times upon any property in order to ascertain whether the By-Law is obeyed and to enforce or carry into effect the By-Law.



## 12. OFFENCES & PENALTY PROVISIONS

- 12.1. Any person who contravenes any provision of this By-Law is guilty of an offence and is liable upon conviction to a fine pursuant to the provisions of the *Provincial Offences Act*, R.S.O., 1990, Chapter P 33, as amended from time to time, or any replacement legislation.
- 12.2. Any Owner who contravenes this By-Law may have the costs associated with the Kirkland Lake Fire Department (KLFD) response to the contravention, as established by the Fire Services Department User Fees & Charges By-Law, in effect at the time of the attendance by the KLFD, added to the property taxes for the property regardless of whether the Fireworks were Discharged with the permission, or knowledge of the Owner, or by Permit, and same shall be collected in the same manner as taxes in accordance with Section 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.
- 12.3. Any member of the KLFD may enter onto property in the course of their duty at any time, without prior notice, for the purpose of carrying out an inspection to determine whether the provisions of this By-Law have been complied with.
- 12.4. No person shall hinder or obstruct, or attempt to hinder or obstruct, a member of the KLFD who is performing a duty which is authorized under this By-Law.
- 12.5. No person shall knowingly furnish false, or misleading information to the Town, or the Fire Services Department or KLFD with respect to this By-Law.

## 13. NO OBLIGATION TO ISSUE PERMIT

- 13.1. No provisions of this By-law shall obligate the Town to authorize the issuance of a Permit.

## 14. SEVERABILITY

- 14.1. If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this By-Law and it is hereby declared that the remainder of this By-Law shall be valid and shall remain in force.
- 14.2. Where the provisions of this By-Law conflict with the provisions of any other By-Law or Act, the more restrictive provisions shall apply.

## 15. SHORT FORM TITLE

- 15.1. **THAT** this By-Law shall be referred to as the “**Fireworks By-Law**”.

## 16. REPEAL

- 16.1. **THAT ~~By-Law 02-03824-057~~ is hereby repealed.**



17. EFFECTIVE DATE

17.1. **THAT** this By-Law shall come into full force and effect upon the final passage thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ~~13<sup>th</sup>~~<sup>3<sup>RD</sup></sup> DAY OF ~~AUGUST~~**SEPTEMBER**, 2024.

\_\_\_\_\_  
Stacy Wight, Mayor

\_\_\_\_\_  
Jennifer Montreuil, Municipal Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE  
PART 1 PROVINCIAL OFFENCES ACT

BY-LAW NO. 24-0##, BEING A BY-LAW TO REGULATE THE SALE AND DISCHARGE OF FIREWORKS WITHIN THE JURISDICTION OF THE TOWN OF KIRKLAND LAKE

| ITEM | COLUMN 1<br>Short Form Wording   | COLUMN 2<br>Provision Creating<br>or Defining Offence       | COLUMN 3<br>Set Fine |
|------|--|---|----------------------|
| 1    | <del>Offer to sell fireworks</del> <u>Set off</u> Fireworks <del>when prohibited</del>               | <del>Section 3.1. a)</del> <u>Sections 7.1, 7.2 to 7.11</u> | -                    |
| 2    | Sell <del>Fireworks when prohibited</del> <u>Fireworks to person under 18</u>                        | Section <del>23.1. c)</del>                                 | -                    |
| 3    | <del>Offer to buy</del> <u>Supply</u> Fireworks <del>when prohibited</del> <u>to person under 18</u> | Section 3.1. <del>a)</del>                                  | -                    |
| 4    | <del>Buy</del> <u>Set off</u> Fireworks <del>when prohibited</del> <u>in building</u>                | Section 3.1. <del>a)</del>                                  | -                    |
| 5    | <del>Hold a display when prohibited</del> <u>Set off</u> Fireworks <u>on building</u>                | Section 3.1. <del>b)</del>                                  | -                    |
| 6    | Set off <del>Fireworks when prohibited</del> <u>Fireworks into building</u>                          | Section 3.1. <del>b)</del>                                  | -                    |
| 7    | <del>Sell</del> <u>Set off</u> Fireworks <del>to person under 18</del> <u>in structure</u>           | Section 3.1. <del>c)</del>                                  | -                    |
| 8    | <del>Supply</del> <u>Set off</u> Fireworks <del>to person under 18</del> <u>on structure</u>         | Section 3.1. <del>c)</del>                                  | -                    |
| 9    | Set off Fireworks <del>in building</del> <u>into structure</u>                                       | Section 3.1. d)   | -                    |
| 10   | Set off Fireworks <del>on building</del> <u>in automobile</u>  | Section 3.1. d)   | -                    |
| 11   | Set off Fireworks <del>into building</del> <u>on automobile</u>                                      | Section 3.1. d)   | -                    |
| 12   | Set off Fireworks <del>in structure</del> <u>into automobile</u>                                     | Section 3.1. d)   | -                    |

| ITEM                    | COLUMN 1<br>Short Form Wording   | COLUMN 2<br>Provision Creating<br>or Defining Offence | COLUMN 3<br>Set Fine |
|-------------------------|--|---|----------------------|
| -                       | <b>Short Form Wording</b>  | <b>Provision Creating<br/>or Defining Offence</b>     | <b>Set Fine</b>      |
| -                       | -  | -   | -                    |
| <del>13</del>           | <del>Set off fireworks on structure</del>                                    | <del>Section 3.1. d)</del>                            |                      |
| <del>14</del>           | <del>Set off fireworks into structure</del>                                  | <del>Section 3.1. d)</del>                            |                      |
| <del>15</del>           | <del>Set off fireworks in automobile</del>                                   | <del>Section 3.1. d)</del>                            |                      |
| <del>16</del>           | <del>Set off fireworks on automobile</del>                                   | <del>Section 3.1. d)</del>                            |                      |
| <del>17</del>           | <del>Set off fireworks into automobile</del>                                 | <del>Section 3.1. d)</del>                            |                      |
| <del>18</del> <u>13</u> | Set off Fireworks on or into any highway                                     | Section 3.1. e)                                       |                      |
| <del>19</del> <u>14</u> | Set off Fireworks on or into any street                                      | Section 3.1. e)                                       |                      |
| <del>20</del> <u>15</u> | Set off Fireworks on or into any lane  | Section 3.1. e)                                       |                      |
| <del>21</del> <u>16</u> | Set off Fireworks on or into any boulevard                                   | Section 3.1. e)                                       |                      |
| <del>22</del> <u>17</u> | Set off Fireworks on or into any roundabout                                  | Section 3.1. e)                                       |                      |
| <del>23</del> <u>18</u> | Set off Fireworks on or into any private roadway                             | Section 3.1. e)                                       |                      |
| <del>24</del> <u>19</u> | Set off Fireworks on or into any land used for school purposes               | Section 3.1. f)                                       |                      |
| <del>25</del>           | <del>Set off fireworks on or into any park</del>                             | <del>Section 3.1. g)</del>                            |                      |
| <del>26</del>           | <del>Set off fireworks on or into any parkette</del>                         | <del>Section 3.1. g)</del>                            |                      |
| <del>27</del>           | <del>Set off fireworks on or into any trail</del>                            | <del>Section 3.1. g)</del>                            |                      |
| <del>28</del>           | <del>Set off fireworks on or into any linear park</del>                      | <del>Section 3.1. g)</del>                            |                      |
| <del>29</del>           | <del>Set off Fireworks on or into land used for storm water management</del> | <del>Section 3.1. g)</del>                            |                      |

|                 |   |                                |                     |
|-----------------|---|--------------------------------|---------------------|
| <del>30</del>   | <del>Set off fireworks on or into any square</del>                              | <del>Section 3.1. g)</del>     |                     |
| <b>ITEM</b>     | <b>COLUMN 1</b>   | <b>COLUMN 2</b>                | <b>COLUMN 3</b>     |
| <del>-</del>    | <del>Short Form Wording</del>   | <del>Provision Creating</del>  | <del>Set Fine</del> |
| <del>-</del>    | <del>-</del>  | <del>or Defining Offence</del> | <del>-</del>        |
| <del>3120</del> | Set off Fireworks on or into any public place                                   | Section 3.1. g)                |                     |
| <del>32</del>   | <del>Set off fireworks on or into land owned by the Town of Kirkland Lake</del> | <del>Section 3.1. g)</del>     |                     |
| <del>3321</del> | Create a danger or nuisance by setting off Fireworks                            | Section 3.1. h)                |                     |
| <del>3422</del> | Set off Fireworks on private land without <del>owners</del> owner(s) consent    | Section 3.1. i)                |                     |
| <del>3523</del> | Sell Firecrackers   | Section 5.1.1.                 |                     |
| <del>3624</del> | Offer to sell Firecrackers  | Section 5.1.1.                 |                     |
| <del>3725</del> | Buy Firecrackers  | Section 5.1.1.                 |                     |
| <del>3826</del> | Offer to buy Firecrackers   | Section 5.1.1.                 |                     |
| <del>3927</del> | Set off Firecrackers  | Section 5.1.1.                 |                     |
| <del>4028</del> | Hold a Fireworks Display without approval                                       | Section 8.1.                   |                     |
| <del>29</del>   | <del>Hold a Fireworks Display without a Permit</del>                            | <del>Section 2.2.</del>        |                     |
| <del>4130</del> | Sell Prohibited Fireworks   | Section 5.1.2.                 |                     |
| <del>4231</del> | Offer to sell Prohibited Fireworks  | Section 5.1.2.                 |                     |
| <b>ITEM</b>     | <b>COLUMN 1</b>   | <b>COLUMN 2</b>                | <b>COLUMN 3</b>     |
|                 | <b>Short Form Wording</b>   | <b>Provision Creating</b>      | <b>Set Fine</b>     |
|                 |   | <b>or Defining Offence</b>     |                     |
| <del>4332</del> | Buy Prohibited Fireworks  | Section 5.1.2.                 |                     |
| <del>4433</del> | Offer to buy Prohibited Fireworks   | Section 5.1.2.                 |                     |

|                 |                               |                     |                     |
|-----------------|-------------------------------|---------------------|---------------------|
| <del>4534</del> | Set off Prohibited Fireworks  | Section 5.1.2.      |                     |
| <del>4635</del> | Sell Flying Lanterns          | Section 5.1.3.      |                     |
| <del>4736</del> | Offer to sell Flying Lanterns | Section 5.1.3.      |                     |
| <del>4837</del> | Buy Flying Lanterns           | Section 5.1.3.      |                     |
| <del>ITEM</del> | <del>COLUMN 1</del>           | <del>COLUMN 2</del> | <del>COLUMN 3</del> |
| -               | Short Form Wording            | Provision Creating  | Set Fine            |
| -               | -                             | or Defining Offence | -                   |
| <del>4938</del> | Offer to buy Flying Lanterns  | Section 5.1.3.      |                     |
| <del>5039</del> | Set off Flying Lanterns       | Section 5.1.3.      |                     |

NOTE: The penalty provision for the offences indicated above is Section **12** of By-Law 24-0##  
a certified copy of which has been filed and s. 61 of the *Provincial Offences Act*, R.S.O., 1990, c. P.33, as amended.



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

**SCHEDULE 'A' TO BY-LAW 24-0##29**

**FEES & CHARGES  
FIRE SERVICES DEPARTMENT**

| SERVICE TYPE   | 2024  | 2025  |
|--|---|---|
| <b>Information</b>   |   |   |
| Fire Department Response Report or Summary Report  | \$45.00   | \$48.00   |
| Clearance / Status Letter<br>Applies to specific inspection results - not for property transactions. | \$45.00   | \$48.00   |
| Outside Work Order<br>File search, Property Status Inquiry   | \$90.00   | \$95.00   |
| <b>Permits</b>   |   |   |
| Municipal Residential Outdoor<br>- Wood Burning Appliance Permit                                     | \$15.00   | \$20.00   |
| Municipal Commercial Outdoor Burning Permit  | \$75.00   | \$100.00  |
| Burning without a Permit<br>April 1 <sup>st</sup> - Oct 31 <sup>st</sup>                             | Offence:<br>1 <sup>st</sup> - warning issued (no charge)<br><br>2 <sup>nd</sup> +<br>Current MTO rate 25%<br>+<br>Admin overhead charge (min):<br>Platoon Chief (1) & Firefighter (1) | Offence:<br>1 <sup>st</sup> - warning issued (no charge)<br><br>2 <sup>nd</sup> +<br>Current MTO rate 25%<br>+<br>Admin overhead charge (min):<br>Platoon Chief (1) & Firefighter (1) |
| <u>Fireworks Display Permit (per event)</u>  | <u>\$15.00</u>  | <u>\$20.00</u>  |
| 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  |

**FEES & CHARGES  
FIRE SERVICES DEPARTMENT**

| SERVICE TYPE  | 2024                            | 2025                            |
|---|---------------------------------|---------------------------------|
| <b>Inspections</b>  |                                 |                                 |
| 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 +<br>\$25.00 per story | \$225.00 +<br>\$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 <sup>st</sup> 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                         |



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

SCHEDULE 'A' TO BY-LAW 24-0##29

FEES & CHARGES  
FIRE SERVICES DEPARTMENT

| SERVICE TYPE  | 2024             | 2025             |
|---|------------------|------------------|
| <b>Inspections</b>  |                  |                  |
| 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          |
| <b>Fire Prevention / Education Fees</b>   |                  |                  |
| Fire Safety Plan Review - signature for a building <b>without</b> an alarm system | \$75.00          | \$80.00          |
| Fire Safety Plan Review - signature for a building <b>with an</b> alarm system)   | \$150.00         | \$160.00         |
| Training of outside agencies, public, etc. (including Fire Extinguisher Training) | \$75.00          | \$85.00          |
| <b>Emergency Response</b>   |                  |                  |
| Non-Resident Motor Vehicle Response   | Current MTO rate | Current MTO rate |
| Motor Vehicle Response – Provincial Highways                                      | Current MTO rate | Current MTO rate |



**FEES & CHARGES  
FIRE SERVICES DEPARTMENT**

| SERVICE TYPE  | 2024   | 2025   |
|---|--|--|
| <b>Emergency Response</b>   |  |  |
| False Automatic Monitored Alarms<br>(time period resets every January)  | <p>Offence:<br/>1<sup>st</sup> – No charge</p> <p>2<sup>nd</sup> – Current MTO rate for 1 apparatus</p> <p>3<sup>rd</sup> – Current MTO rate per apparatus responding per hour</p> | <p>Offence:<br/>1<sup>st</sup> – No charge</p> <p>2<sup>nd</sup> - Current MTO rate for 1 apparatus</p> <p>3<sup>rd</sup> – 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<br>(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<br>(natural gas line struck by contractor, contractor influenced calls, etc.)   | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |
| <b>Elevator Rescue - Non-Emergency</b><br>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.<br>The property owner shall be charged the fees as stipulated in this schedule. | Current MTO rate + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Current MTO rate + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |

## FEES & CHARGES FIRE SERVICES DEPARTMENT

| SERVICE TYPE  | 2024   | 2025   |
|---|--|--|
| <b>Emergency Response</b>   |  |  |
| Fire Watch: Post-Fire Property Security/Safety  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |
| Fires On or Beside the Railroad<br>(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):<br>Platoon Chief (1) & Firefighters (2) | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighters (2) |
| Emergency Control / Protection Costs<br>(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<br>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

## REPORT TO COUNCIL

Meeting Date: 03/09/2024

Report Number: 2024-PW-008

Presented by: Stephane Fortin

Department: Public Works

### REPORT TITLE

Connecting Link 2024-2025: Design/Project Management/Administration Award

### RECOMMENDATION

**BE IT RESOLVED THAT** Report Number 2024-PW-008 entitled “**Connecting Link 2024-2025: Design/Project Management/Administration Award**” be received;

**AND THAT** Council hereby award a contract to EXP Services Inc. for the provision of Engineering and Project Management/Administration as outlined in the Scope of Work identified within 611-24-RFP, and as presented, in the amount of \$170,690.00 + HST;

**AND FINALLY THAT** an execution by-law be brought forward for three readings on September 17, 2024.

### INTRODUCTION

The Town of Kirkland Lake has been successful at securing funds from the Ontario Ministry of Transportation’s (MTO) Connecting Link Program 2024-2025 to help reconstruct part of Highway 66 from East of Goldthorp Road intersection and ending approximately 850 meters East of Latitude: 48.142528 Longitude: -80.062297. The two-year project consists of awarding a contract for the design of the project and contract management/administration in year one, followed by a second contract in year two for the construction of the said project.

### DISCUSSION

Request for Proposal (RFP) (Attachment 1) for the design of the project was issued on July 17, 2024. The Town received four (4) bids. Each submission was evaluated and scored to determine the ideal design team for the said project. At a high level, the results of the evaluation and scoring were as follows:

## DISCUSSION (CONTINUED)

| Name of Proponent              | Total Score                |
|--------------------------------|----------------------------|
| 1. EXP Services Inc.           | 113 (Successful Proponent) |
| 2. J.L. Richards               | 112                        |
| 3. Concept Dash Inc.           | 111                        |
| 4. North Rock Engineering Inc. | 86                         |

As noted in the Town's RFPs, the lowest bidder (dollar value) is not always the successful proponent as selection is based on an evaluation matrix, where price is just one component. In this case, EXP Services Inc. was the successful company at a price of \$170,690.00 + HST.

The full Scope of Work is listed at Page 5 within 611-24 RFP: Highway 66 - Government Road West – Pavement, Sidewalk, and Storm System Replacement- Engineering and Project Management (Attachment 1).

## OTHER ALTERNATIVES CONSIDERED

All proponents were considered through an evaluation matrix based on established criteria identified within the RFP, in determining which proponent would offer the Town the best service for this specific project. The proponent that scores the highest is deemed to be the successful proponent for award of a contract.

## FINANCIAL CONSIDERATIONS

Funds from the MTO Connecting Links Program 2024-2025 have been secured and the money associated with this project was [presented](#) and [approved by Council](#) on July 16, 2024.

The municipal portion of the project for the design is 10% of \$61,950.00 and will be drawn from the Public Works Department's portion of the 2024 Operating Budget.

The municipal portion of the project for the Project Management/Administration is 10% of \$108,740.00 and will be drawn from the Working Capital Reserve in 2025.

EXP's prices are within budget per the MTO's Contribution Agreement with the Town.

## ALIGNMENT TO CORPORATE STRATEGIC PLAN

### Priorities:

- ☒ Infrastructure [Select Icon]
- ☒ Current Council's Operational Aims



### Actions:

#### Infrastructure

- Prioritize infrastructure projects based on critical needs, aging systems, potential environmental risks, and community needs.
- Proactively prepare and plan projects and continue to identify and apply for additional funding opportunities.

### Council Operational Aims:

#### Sustainable Core Services

##### *Core Services*

- Prioritization of budget allocations and resource distribution to bolster core services that directly impact residents' well-being.

#### Infrastructure

##### *Roads and Sidewalks*

- Prioritization of repairs and upgrades based on usage, safety concerns, and community needs.
- Upgraded sidewalks to comply with accessibility standards, including safety measures such as crosswalks, signage, and traffic calming measures.
- Strategies to secure additional funding to supplement municipal budgets for road and sidewalk projects.

## ACCESSIBILITY CONSIDERATIONS

The project will include the replacement of sidewalks which are currently in poor condition; designs will factor into requirements under the *Accessibility for Ontarians with Disabilities Act*, 2005, specifically the Integrated Accessibility Standards Regulation (IASR).

## **CONCLUSION**

The Connecting Link's Funding Program is the main source of funding to upkeep Highway 66, which runs through Kirkland Lake. All proposals for the project were evaluated in a fair

## **CONCLUSION (CONTINUED)**

and consistent manner as to find the best candidate for the Towns' projected needs. The evaluation resulted in EXP Services Inc. as the successful proponent.

Administration recommends the award of the contact to EXP Services Inc. for Engineering and Project Management/Administration Services of said project.

## **CONSULTATIONS**

Town of Kirkland Lake Senior Management Team

Program Manager – Procurement & Risk Management

## **ATTACHMENTS**

Attachment 1 – 611-24-RFP



**Town of Kirkland Lake**

# Highway 66 - Government Road West – Pavement, Sidewalk, and Storm System Replacement - Engineering and Project Management

**RFP Number: 611-24-RFP**

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

**Closing Date and Time: August 14, 2024; 2:00 PM**

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## 1. Introduction

The Corporation of the Town of Kirkland Lake (herein known as the “Town”) is seeking proposals from a Company or Individual (herein known as the “Company”) to provide:

**Detailed engineering design, contract tender package of replacing paving, sidewalk, storm sewer, and guard-rails within the project area, and project management before, during and after construction.**

The Town has secured project funding through the Ontario Connecting Links Program for 2024-25.

### 1.1 Objectives

The scope of work includes the replacement of asphalt pavement, the replacement of sidewalk, and the replacement of the storm system. This also includes replacement of guide-rails along the stretch of highway to be updated with new high tension steel. The location of the project starts at the intersection of Goldthorp Road and Highway 66 and ends approximately 850m east of the start location. Please refer to the attached map (Schedule B)

The Town of Kirkland Lake is proposing a two (2) stage approach to the project. This RFP relates to Stage One (1) of the project and will take place in fiscal year one (1) with the issuing of a Request for Proposal (RFP) for engineering services. This RFP process will provide the Town with a detailed design of the proposed work along with an agreement to provide future preparation and issue of the contract tender package, contract administration, and construction management services for the work. **The design of the work must be completed no later than December 1, 2024.**

The design work will be based on Stage Two (2) that will take place in fiscal year two (2), with the actual construction of the proposed work. This will consist of;

- The removal and replacement of existing asphalt pavement
- The removal and replacement of concrete curb/gutter.
- The removal and replacement of the sidewalk with an upgrade from asphalt to concrete.
- The removal and replacement of the storm system beneath the road.
- The removal and replacement of the highway guard-rails to high-tension steel.

## 1.2 Scope of Work

- Preliminary Design (Topographical and Geotechnical Survey may be required or recommended by proponent)
- Detailed Design
- Public and/or Client Consultation
- Tender Ready Package
- Contract Administration
- Construction Management Services

## 1.3 Project Schedule

Time is of the essence for this project. The Town proposes the following milestones:

- Engineering Preliminary Award – Within two weeks of date of closing
- Pre-engineering and preliminary design – To Be Proposed by Consultant
- 30% Design Meeting – To Be Proposed by Consultant
- 90% Design Meeting - To Be Proposed by Consultant
- Final Design/Tender Package – December 31<sup>st</sup>, 2024

The Successful Company shall fabricate a work plan to accomplish the scope of the project being undertaken, subject to the approval of the Town.

## 1.4 General Responsibilities

- Review and confirm agreement/complete understanding of the project assignment and deliverables.
- Undertake pre-engineering and preliminary surveys and investigations as required.
- Establish workflow and protocol for all communications throughout the project.
- Define the project delivery requirements.
- Structure and schedule the project into clearly defined flow segments to meet the proposed schedule.

- Complete detailed design drawings.
- Complete all required necessary applications for approvals for construction as may be required.
- Attend all design meetings to ensure all involved parties agree with scope of work.
- Manage project implementation in accordance with approved OPSD, OPSS design and drawings.
- Ensure project delivery in a financially feasible and timely manner.
- Submit a full submission at 30% of work for the Towns staff and stakeholder's review.
- Submit a full submission at 90% of work for the Towns staff and stakeholder's review.
- Submit final Tender ready package to the Town for review.
- Contract management

### **1.5 Contract/Project Management**

The successful Company shall conduct the following.

- Be responsible for coordinating engineering design requirements with the Town and external agencies having jurisdiction (ie: Gas, Telephone & Hydro services)
- Coordinate and chair all meetings with the Town and/or external authorities in connection with the project, as required.
- Maintain a management system to identify and report changes for every stage of the project. Change Orders shall be issued for items required outside of the scope of work.

All respondents warrant that the designated project manager has demonstrated experience with the public, stakeholders, and advocate groups, consultation, along with the ability to manage steering committees and liaise with various groups and agencies. All respondents warrant that the cost for the Services of this assignment shall not be exceeded without written authorization from the Town. The Company must monitor its work effort and related cost thereof and manage the provision of

each phase of the Services. Request for adjustment of costs and schedules must be submitted in writing for consideration by the Town.

## **1.6 Communication**

Well defined communication is essential to a project workflow, the successful Company shall.

- Maintain ongoing contact with the Town's representatives to ensure that our staff is current on the progress of the project. All issues arising during the term of the contract are to be dealt with in a respectable, efficient, and effective timely manner.
- Be responsible for coordinating and interfacing with other disciplines required to perform the work specified.
- Adhere to professional ethics and standards when dealing with the public, stakeholders, and any other persons.

## **1.7 Project Steering Committee**

Representatives from the Corporation of the Town of Kirkland Lake and its associated departments shall form a Steering Committee if required.

## **1.8 Proposal Content**

Each Company shall submit its Proposal as a PDF document labeled with the RFP number, RFP description and the Company's name.

Failure to do so may result in the rejection of the submission.

The following format and sequence should be followed in order to provide consistency in Company response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- Title page showing Request for Proposal Number, Company's name, address, phone number, and email contact.
- One page letter of introduction signed by the person(s) authorized to sign on behalf of, and bind the proponent to, statements made in the proposal.
- Table of contents including page numbers.
- Submission Documents pages one (1) through five (5) included in this RFP, including the Schedule "A" Price Summary Bid Form, Declaration, Non-

Collusion Affidavit, Conflict of Interest Declaration, and AODA Compliance.

- Submit a maximum ten (10) page qualifications document, plus appended resumes and supporting documentation outlining how they meet the following criteria.

### 1.9 Evaluation Criteria

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

| Evaluation Criteria  | Weight | Total Weight for Section |
|--|--------|--------------------------|
| Experience and Qualification of Project Team   |        |                          |
| Project Manager in the Management Role   | 10     | 35                       |
| Senior Staff by Discipline (i.e. Design Engineers, Technologists, QA/QC)   | 10     |                          |
| Support Staff and Resources, including sub-engineering services  | 10     |                          |
| Team Matrix  | 5      |                          |
| Corporate Qualifications and Experience - Represents corporate experience on three projects of similar value and scope, including references |        |                          |
| Representative Corporate Experience – Project 1  | 5      | 15                       |
| Representative Corporate Experience – Project 2  | 5      |                          |
| Representative Corporate Experience – Project 3  | 5      |                          |
| Project Understanding and Work Plan  |        |                          |
| Project Understanding  | 15     | 40                       |
| Detailed Work Plan   | 15     |                          |
| Detailed Schedule (GNATT Chart)  | 5      |                          |
| Quality Assurance and Control  | 5      |                          |
| Proposal Quality   |        |                          |
| Proposal Quality   | 5      | 5                        |
| Value Added  |        |                          |

| Evaluation Criteria | Weight | Total Weight for Section |
|---------------------|--------|--------------------------|
| Value Added         | 5      | 5                        |
| <b>Price</b>        |        |                          |
| Proposal Price      | 25     | 25                       |
| <b>TOTAL</b>        |        | <b>125</b>               |

## 2. Terms and Conditions

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

### 2.1 Project Timelines

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

|   |                           |
|---|---------------------------|
| Issue RFP                                       | July 17, 2024             |
| Deadline for Questions concerning the RFP       | July 29, 2024             |
| Response to RFP Questions                       | August 1, 2024            |
| <b>Proposal Submission Deadline 2:00 pm EST</b> | August 14, 2024           |
| Notification to Successful Company              | Within 2 weeks of Closing |

### 2.2 Communications

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

**Ryan Dagelman, Program Manager - Procurement and Risk Management**

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario P2N 3P4

Phone: 705-567-9361 ext. 231

Email: [ryan.dagelman@tkl.ca](mailto:ryan.dagelman@tkl.ca)



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

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

### 2.3 Bid Submission Format

To receive consideration, **ELECTRONIC TENDER SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than **2:00 P.M. local time, August 14, 2024**.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the bidding system, **not** when a Bid is submitted by a Bidder as Bid transmissions can be delayed in an ***“Internet Traffic Jam”*** due to file transfer size, transmission speed, etc.

For the above reasons, the Corporation of the Town of Kirkland Lake recommends that Bidders allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Town’s Bidding System web clock.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully.

Late Bids shall not be accepted by the Town’s Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at [https://www.kirklandlake.ca/our\\_services/tenders\\_rfps\\_rfqqs](https://www.kirklandlake.ca/our_services/tenders_rfps_rfqqs)

#### **Electronic Bid Submission;**

The Town shall only accept and receive Electronic Proposal submissions through the Town’s Bidding System – Biddingo (herein called the “Bidding System”), <https://www.biddingo.com/>.

HARD-COPY SUBMISSIONS SHALL **NOT** BE ACCEPTED.

If a Bidder needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they are in doubt as to any part thereof, they shall submit questions in writing by e-mail to:

Ryan Dagelman, Program Manager – Procurement and Risk Management

P.O. Box 1757, 3 Kirkland Street, Kirkland Lake, Ontario P2N 3P4. Email: [ryan.dagelman@tkl.ca](mailto:ryan.dagelman@tkl.ca)

Only the names of the respondents shall be made public by the Town. No other information shall be disclosed at this time. All submissions shall become property of the Town.

## 2.4 Bid Withdrawal or Amendment

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

## 2.5 Period of Validity & Clarification

Bids submitted in response to this RFP shall remain valid for a period of sixty (60) days from the submission deadline in order to accommodate delays that may arise because of the municipal council elections. The Town of Kirkland Lake reserves the right to seek clarification of any aspect of bids received in response to this RFP. Clarifications provided by Companies shall be deemed to form part of the quote submitted by the Supplier.

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

The Town of Kirkland Lake will endeavour to select a Company within two (2) weeks of the closing date. Written notification will be provided to the successful Company.

The successful Company will be required to enter into an agreement for **Highway 66 - Government Road West – Pavement, Sidewalk, and Storm System Replacement - Engineering and Project Management** using the Town of Kirkland Lake's standard agreement. The agreement will include provisions requiring the Company to not exceed the prescribed project scope or fee upset limit without the prior written consent of the Town. The agreement will also contain provisions requiring the Company to comply with all applicable laws in

Ontario and Canada in carrying out the project. General terms and conditions are attached as Schedule "C" to this RFP.

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

When the signed Agreement is in place between the successful Company and the Town, written notification will be provided to the unsuccessful Companies advising of the project award. Companies submitting RFPs for this project agree that the selection of the successful consultant by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

## **2.7 Restrictions on Communications**

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

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

## **2.8 Freedom of Information and Protection of Privacy**

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

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

## 2.9 Rights of the Town of Kirkland Lake

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

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

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

## 3. Conflict of Interest

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

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

- The Company has access to confidential information from the Town that is not available to other Suppliers.

- The Company has undertaken an act that could be perceived as compromising the integrity of the open and competitive RFP process, resulting in the Company having an unfair advantage.

## 4. Insurance Requirements

### **Commercial General Liability**

Bidders must provide, with their Bid, a certificate of insurance in compliance with insurance requirements stipulated below. The Successful Bidder shall provide and maintain at their own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Owner. A valid copy of the certificate of insurance shall be in the Owner's possession at all times. The policy must contain:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non owned automobile; broad-form property damage; products; broad form completed operations; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause.

### **Professional Liability Insurance**

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

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

### **Automobile Insurance**

Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than two million (\$2,000,000).

**Primary Coverage**

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

**Certificate of Insurance**

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

### Schedule "A" Bid Form

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

All rates must be stated in Canadian funds.

Rates shall be effective for the duration of the Term.

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

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

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

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

### Pricing Summary Schedule

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

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

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

**Page 1 of 5 to be submitted**

### Declaration

I/We \_\_\_\_\_ offer to supply the requirements stated within.

The corresponding total cost of \$ \_\_\_\_\_ Tax included.

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

The specifications have been read over and agreed to this \_\_\_\_ day of \_\_\_\_\_ 2024.

Company Name: \_\_\_\_\_

Contact Name (*please print*): \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone (*if applicable*): \_\_\_\_\_

Email: \_\_\_\_\_

Authorizing Signature:

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

\_\_\_\_\_  
Signature



**Non-Collusion Affidavit**

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

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

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Page 3 of 5 to be submitted**

### Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Firm Name: \_\_\_\_\_

Bidder's Authorization Official: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

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

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

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

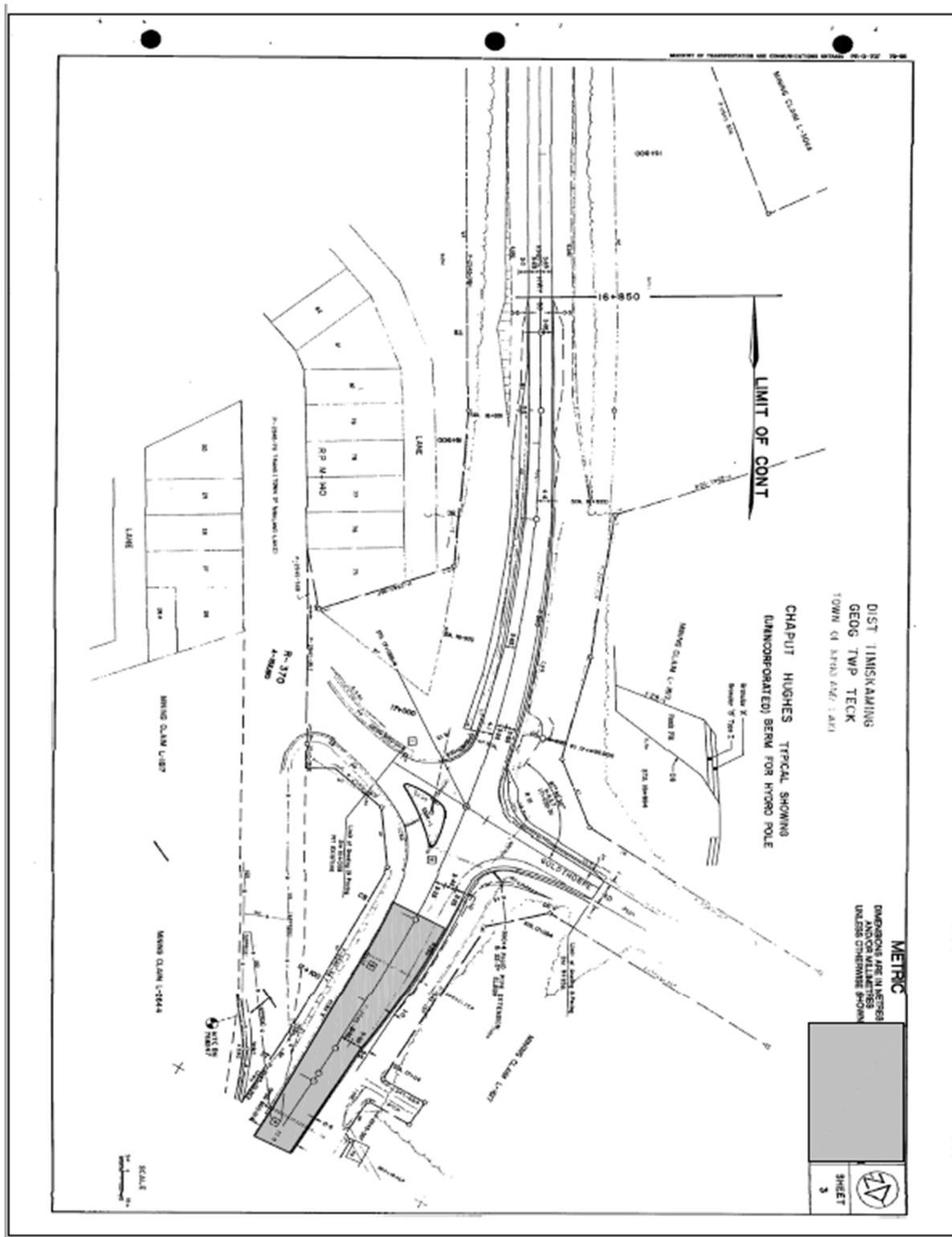
- ☐ I, \_\_\_\_\_, declare that I, or my company, are in full compliance with Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.
- ☐ I, \_\_\_\_\_, declare that I, or my company, are not in full compliance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

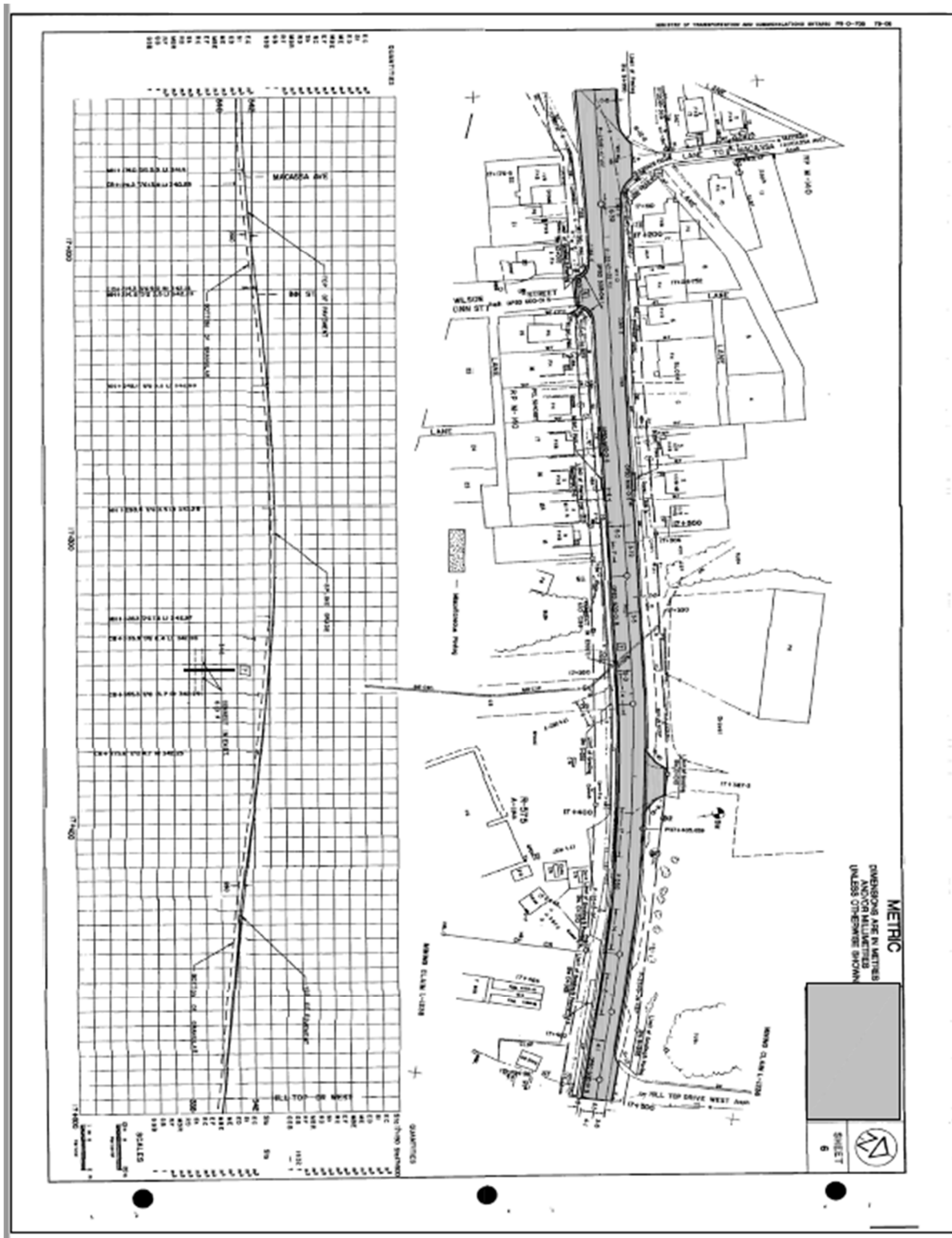
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Signature

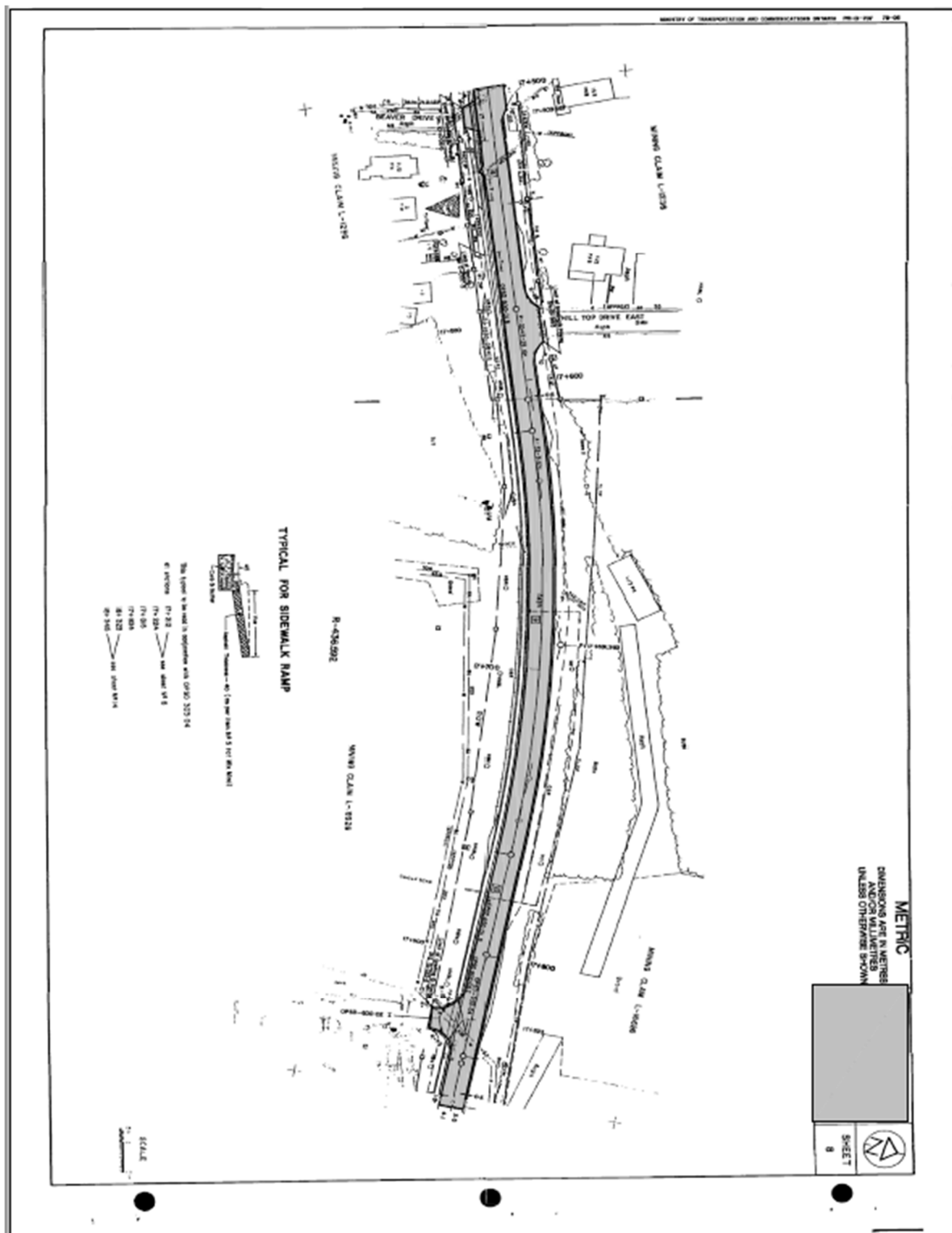
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Date

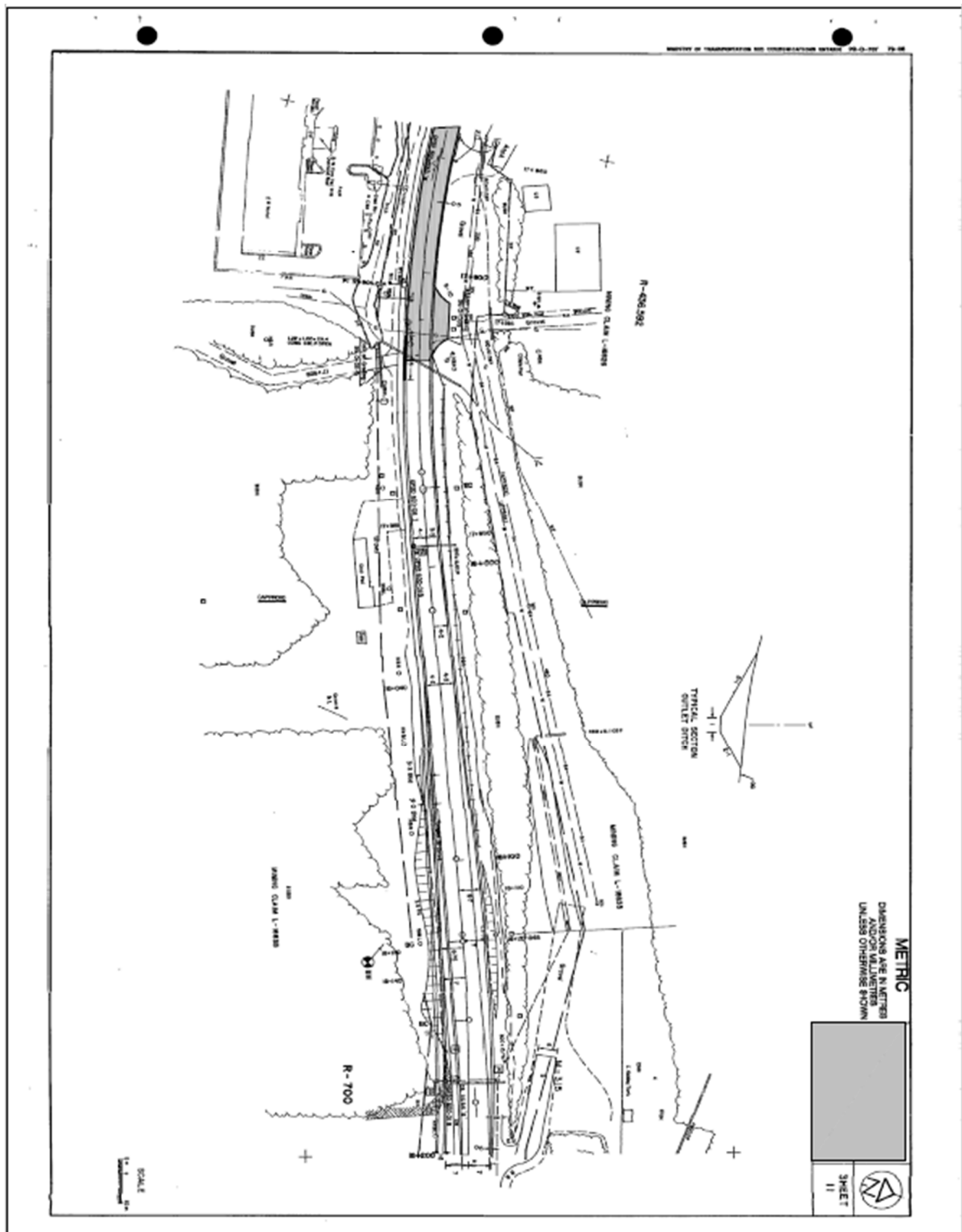
**Page 5 of 5 to be submitted**

# Schedule "B" Attachments









## **Schedule “C” General Terms and Conditions of Agreement**

### **1. General Description**

The Town of Kirkland Lake seeks the services of a qualified Company to provide Highway 66 - Government Road West – Pavement, Sidewalk, and Storm System Replacement - Engineering and Project Management for the Town of Kirkland Lake.

### **2. Clarification**

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

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

### **3. Acceptance or Rejection of Proposals**

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

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

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

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



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

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

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

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

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

#### **4. Award**

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

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

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

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

## 5. Proposal

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

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

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

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

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

## 6. Original Proposal Documents

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

## 7. Firm Prices

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

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

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

## 8. Any or all Proposals Exceed Approved Budget

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

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

## 9. Legal Claims and Damages

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

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

**10. Removal from Companies List**

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

**11. Time is of the Essence**

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

**12. Change/Amendment**

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

**13. Agreement in Writing Only**

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

**14. Error & Correction**

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

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

## **15. Standards and Legislation**

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

## **16. Municipal Conflict of Interest Act**

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

## **17. Lobbying Restrictions**

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

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

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

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

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

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

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

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

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

#### **20. Workplace Safety and Insurance Board (WSIB)**

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

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

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

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

shall have the right to withhold payment for such sum or sums of money due to the Company as may be required to cover such default and the Town shall have the right to make such payment.

## **21. Municipal Freedom of Information and Protection of Privacy Act**

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

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

## **22. Failure to Comply with all Proposal Terms**

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

## **23. Payment Terms**

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

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

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

#### **24. Proposal Preparation Costs**

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

#### **25. Notification to Companies**

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

#### **26. Influence**

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

#### **27. Indemnification and Hold Harmless**

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



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

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

## **28. Adherence to Requirements**

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

## **29. Harmonized Sales Tax**

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

## **30. Withdrawal of Proposals**

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

## **31. Unenforceable Provisions**

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

### **32. Environmental Commitment**

The Town of Kirkland Lake is committed to becoming an increasingly environmentally conscious municipality who understands that our success is dependent upon the sustainability and protection of the natural resources that we all share.

### **33. Finalizing Terms**

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

### **34. Force Majeure**

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

### **35. Independent Contractor**

Both parties expressly acknowledge and agree that they are Independent Contractors and no Agency, partnership, or employment relationship is intended or created by this Agreement. The Company shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada pension, Worker's Compensation, insurance premiums of its employees and discipline/supervision of its employees. The Company acknowledges and agrees that while it shall remain fully responsible for the method and completing the Services, the Municipality may supervise the performance of the Services for a) compliance with the Municipalities policies, procedures, directives and guidelines and for b) compliance with all safety, security, and environmental laws, regulations, guidelines and procedures. Both

parties agree that any such supervision by the Municipality shall not in any way relieve the Company from its obligations and responsibilities under this Agreement or at law nor shall such supervision be considered interference by the Municipality with the Company's performance of the Services

### **36. Non-Appropriation**

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

### **37. Succession**

This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of the Company or to which the Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Executive hereunder are personal and otherwise not assignable. Executive's obligations and representations under this Agreement will survive the termination of Executive's employment, regardless of the manner of such termination.

### **38. Conflict Resolution**

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

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Company or representative and

the Town or representative by means of discussions built around mutual understanding and respect.

- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town or the Provider.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17, shall apply.

### 39. Definitions

**Addendum** - means a written order issued from the Town that clarifies, changes the scope or specifications of the Work prior to commencement and during the solicitation process.

**Agreement** - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents, in writing, the give-and-take of a negotiated settlement.

**Award** - means the acceptance of a Proposal/ Quotation or Tender in accordance with a request.

**Bid** - making an offer relative to information and/or price considered to be in remuneration for the provision of goods or services.

**Bid Document** — a tender, quotation, proposal, or other document that states the Town's desire to procure and Bidder's offer to provide to the Town the goods or services defined in the specifications or scope of work.

**Bidder/ Respondent/ Provider** — a person, corporation or other entity that responds to a request for bids.

**Bid price** - a price offered for a good or service by a potential Buyer or a price offered

by a potential Provider to perform/ provide a specific job or commodity.

**Budget** - means an amount approved by Council for operating expenses or capital projects.

**Certificate of Insurance** - means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the Town's requirements.

**Change Order** - means a written order issued from the Town that changes the scope or specifications of the Work.

**Town** — The Corporation of the Town of Kirkland Lake.

**Contract** - means a binding agreement between the Town and one or more other parties, which has been duly authorized and executed, in accordance with the Town's Procurement By-law.

**Contract Documents** - means the Request for Bid document (RFP, RFQ, RFD) any addenda, the Contract as issued by the Town and the Successful Proponent's submission.

**Contract Administrator or "Engineer" or "Project Manager"**- means the Town employee, consultant, or such other officer, as may be authorized by the Town to act in a particular capacity.

**Goods and/or Services** - means supplies, equipment, maintenance, and professional services.

**Proponent** - means a person or Company that submits a Proposal.

**Proposal** - means a written submission and offer, received from a Proponent in response to a public invitation to provide goods and/or services based on an approved format of the Town, and containing terms and conditions.

**Request for Proposals (RFP)** - means a Bid Solicitation that is used to acquire goods, services, or construction, on variable terms, suggesting solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor and which may result in further direct negotiation with one or more Proponents,

the suitability of which is determined upon multiple factors.

**Request for Tender (RFT)** — means a formal, structured invitation to Providers, to bid, to supply products or services based on an approved format of the Town, and containing specified terms and conditions, the tender of which is submitted in writing, and which is normally Awarded to the Lowest Compliant Bid.

**Request for Quotation (RFQ)** - means a formal, structured invitation to Providers for prices on specific goods, services, and or construction based on an approved format of the Town, and containing specified terms and conditions, the quotation of which is submitted in writing, and which is normally Awarded to the Lowest Compliant Bid.

**Specifications** — detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

**Submission** - means information submitted by a Bidder in response to this Request.

**Successful Bidder/Proponent/Provider/Contractor** - means the person, partnership, or corporation, (e.g., a Contractor/Consultant/Provider) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Contract.

**WHMIS** - means Workplace Hazardous Materials Information System.

**Work/Project** - means the goods and/or services supplied by the Successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.



**KIRKLAND LAKE**

**THE RIGHT ENVIRONMENT**

**Town of Kirkland Lake**

**Pavement, Sidewalk and Storm  
System Replacement –  
Engineering and Project  
Management**

**RFP Number: 611-24-RFP**

**ADDENDUM # 1 – Drawings**

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

**Closing Date and Time: August 14, 2024; 2:00 PM**

## **ADDENDUM #1**

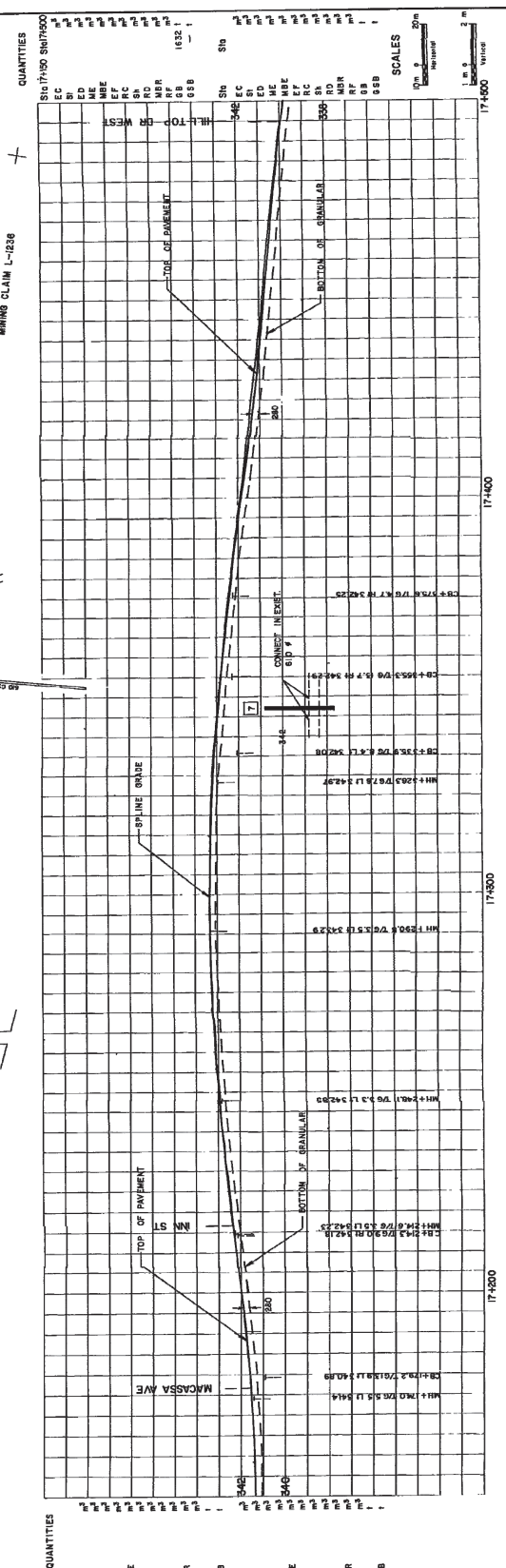
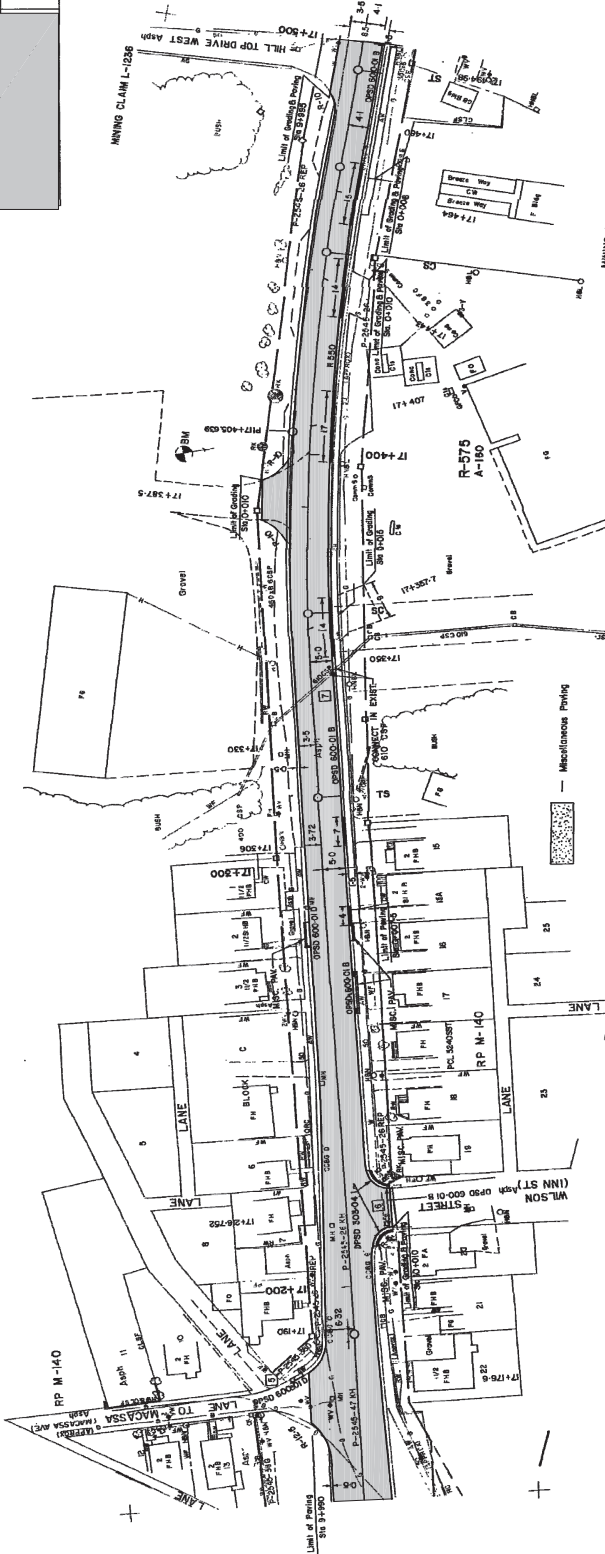
### **DRAWINGS**





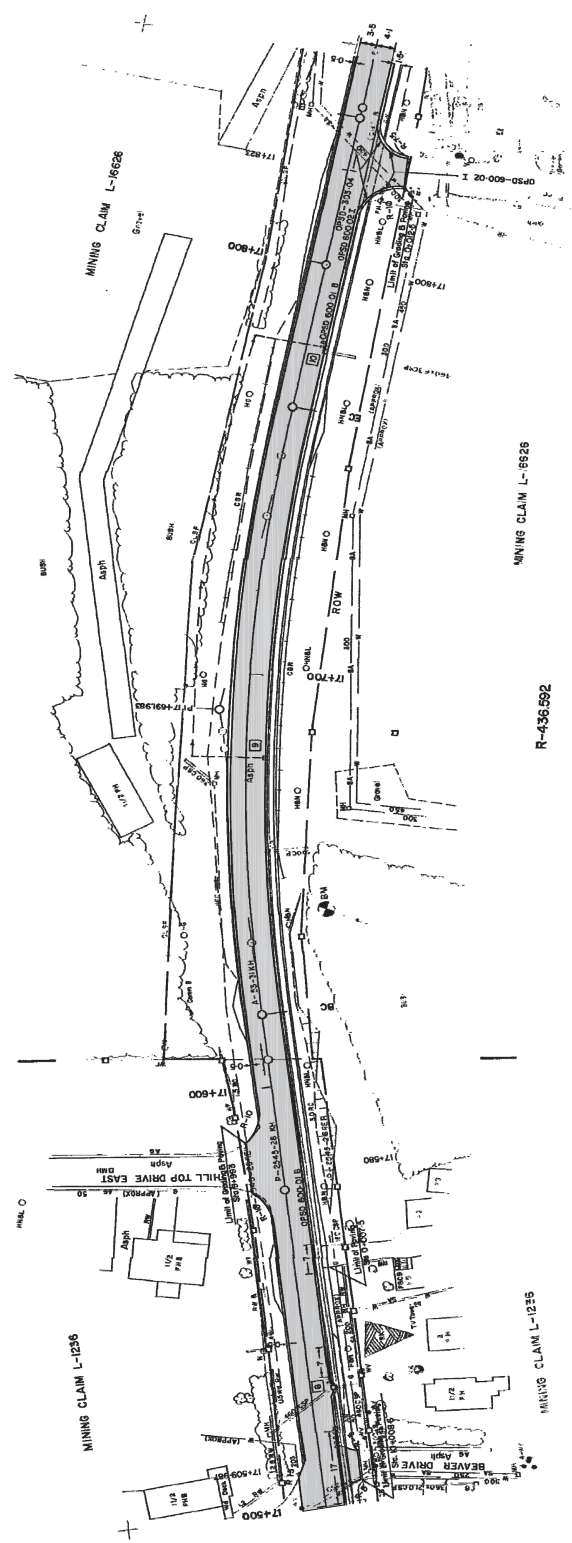
**DIMENSIONS ARE IN METRES  
AND/OR MILLIMETRES  
UNLESS OTHERWISE SHOWN**

**SHEET**  
**6**

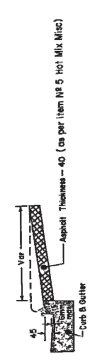


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DIMENSIONS ARE IN METRES  
 AND/OR MILLIMETRES  
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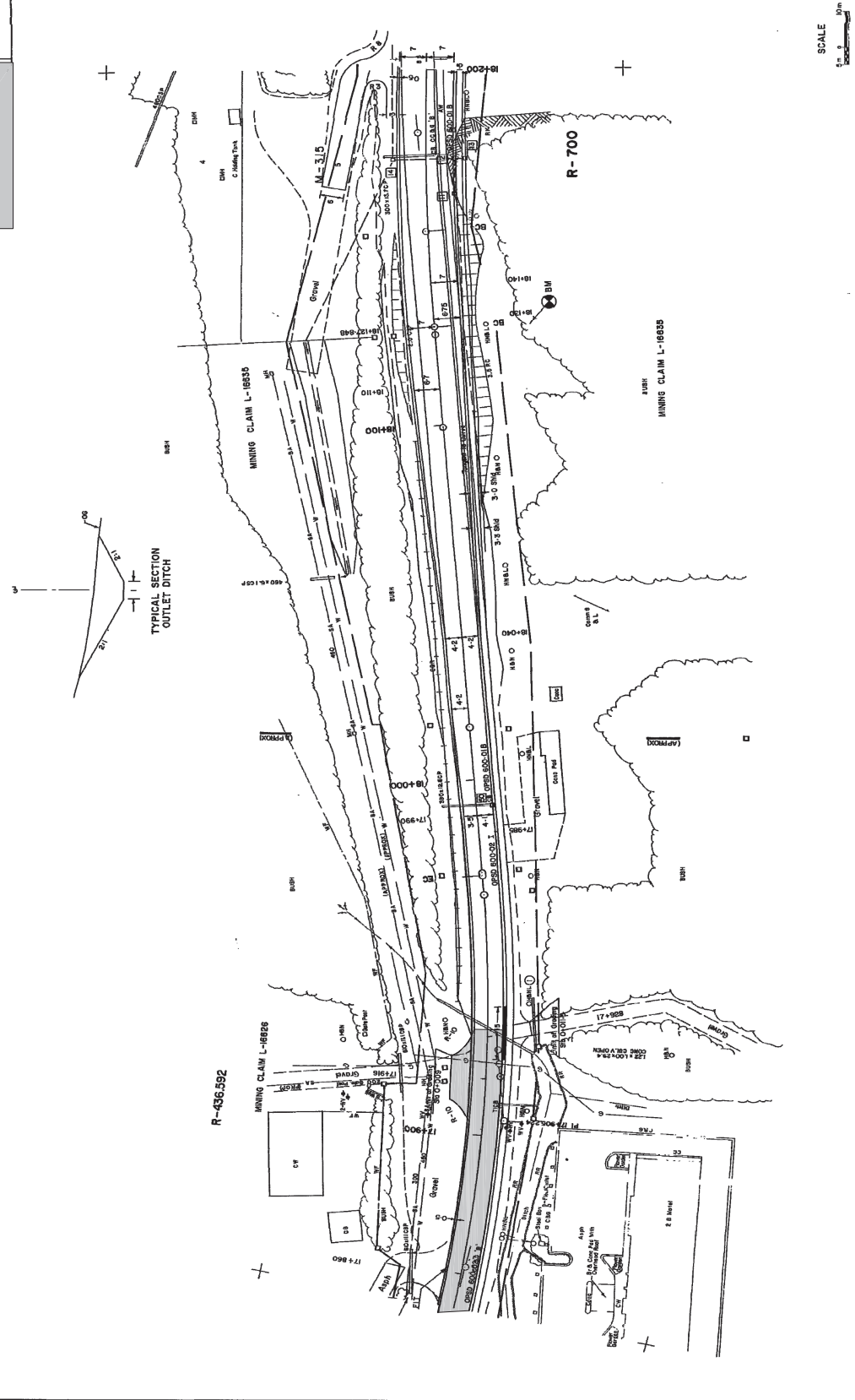
**TYPICAL FOR SIDEWALK RAMP**



This typical to be used in conjunction with OP-SD 303.04  
 of sections

- 17+212 — see sheet 16 5
- 17+224 — see sheet 16 5
- 17+815 — see sheet 16 5
- 17+834 — see sheet 16 5
- 18+323 — see sheet 16 14
- 18+345 — see sheet 16 14

**METRIC**  
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 AND/OR MILLIMETRES  
 UNLESS OTHERWISE SHOWN





**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

**Town of Kirkland Lake**

## **Pavement, Sidewalk and Storm System Replacement – Engineering and Project Management**

**RFP Number: 611-24-RFP**

### **ADDENDUM # 2 – Questions and Answers**

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

**Closing Date and Time: August 14, 2024; 2:00 PM**

## **ADDENDUM #2**

### **Questions and Answers**

**1. Can the Town provide CAD file for the project to the successful proponent?**

Yes, the Town should be able to provide an electronic CAD file to the successful proponent.

**2. Per Section 1.2 of the RFP, “Topographical and Geotechnical Survey may be required or recommended by proponent”. Could the Town provide a Topographical and Geotechnical Survey allowance for bidding purposes to level the playing field? If an allowance cannot be included, then please provide scope for geotechnical work and number of boreholes for consistencies among proponents.**

Not required at this time.

**3. Per Section 1.2 of the RFP, “Public and Client consultation is required”. How many public consultations, virtual or in-person should be considered for this project?**

The proponent will be expected to “lead the way” with all public consultations.

**4. Per Section 1.8 of the RFP, “a maximum of ten (10) page qualification document, plus appended resumes and supporting documentation outlining how they meet the following criteria”. Could the Town increase the maximum page number to fifteen (15) for this proposal?**

Yes, plus the required submission pages.

**5. Does contract administration and inspection need to be included in the fees?**

As per the RFP, the Town seeks an individual or company to provide Detailed Engineering Design, a Contract Tender Package for proposed work, and Project and Contract Management before, during and after construction.

**6. Does the town require the proposal to be prepared in specific font/font size/page margins/page size?**

No.

**7. Will the Town modify their Terms and Conditions in the RFP?**

No.

- 8. Does the town anticipate servicing/replacement of watermain in the study area to be a part of the assignment?**

No.

- 9. Does the Town anticipate replacement/reconstruction of entire storm network within the project limits? If yes, can the town share existing/as-built drawings for existing storm network?**

Yes. Drawings can be provided to the successful proponent.

- 10. Other than the sidewalk design, does the town anticipate any Active Transportation, Pedestrian crossing design as part of this assignment?**

No.

- 11. Should the proponent consider Illumination / Streetlight design within the study area as part of this assignment?**

No.

- 12. Is the intersection design of Goldthorpe road and Highway 66 part of the assignment scope?**

No.

- 13. Does the town anticipate a Public Information Centre (PIC) for the project?**

No.

- 14. Does the town require any coordination with MTO for the associated works?**

Yes, the M.T.O will have to be given notice of intended work.





## THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

### BY-LAW NUMBER 24-070

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#### BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A CONDITIONAL CONTRIBUTION AGREEMENT WITH THE NORTHERN ONTARIO HERITAGE FUND CORPORATION FOR THE COMMUNITY ENHANCEMENT PROGRAM – RECREATION CENTRE RETROFIT PROJECT

---

**WHEREAS** Section 3.1 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, (hereinafter referred to as “the *Municipal Act*”), states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality’s jurisdiction;

**WHEREAS** Section 5(3) 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 9 of the *Municipal Act* provides that the Town has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** it is the Corporation’s responsibility to retire/remediate capital assets as per its Asset Retirement Obligations (ARO) under the Public Sector Accounting Board (PSAB)’s accounting standard PS 3280;

**AND WHEREAS** at its August 22, 2022 Meeting, Council authorized the submission of a Stage One Application to the Northern Ontario Heritage Fund Corporation (NOHFC) for funding assistance through the Community Enhancement Program: Rural Enhancement Funding Stream in re-purposing a retired municipal asset for productive use that meets the needs of the community;

**AND WHEREAS** the municipal financial contribution of the Old Pool Retrofit Project was initially approved through the adoption of the Capital portion of the 2022 Town Budget which was approved by By-Law 22-040 on May 17, 2022;

**AND WHEREAS** at its November 21, 2023 Meeting, Council supported the submission of a Stage Two Application to the Northern Ontario Heritage Fund Corporation (NOHFC) for funding assistance totalling \$666,680.00 in support of the Recreation Centre Building Renovation Project (Old Pool Retrofit Project) totalling \$666,680.00, complete with 75% Federal funding (\$500,000.00) through the Building Renovation Program;

**AND WHEREAS** the municipal financial contribution totalling \$166, 680.00, of the Old Pool Retrofit Project was recommitted and approved through the adoption of the Capital portion of the 2024 Town Budget which was approved by By-Law 24-025 on April 25, 2024;

**AND WHEREAS** on May 9, 2024, Administration received formal notice of approval of its Phase 2 application through the Building Renovation Program from the Northern Ontario Heritage Fund Corporation (NOHFC) for conditional funding not exceeding \$500,000.00.



**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 a Conditional Contribution Agreement with NOHFC in relation to the Community Enhancement Program: Rural Enhancement Funding Stream relative to the Old Pool Retrofit Project in the form satisfactory to the Chief Administrative Officer and Director of Community Services.
- 2** **THAT** a copy of the executed Conditional Contribution Agreement form Schedule “A” to this By-Law.
- 3** **THAT** the Mayor and Municipal Clerk are hereby authorized to execute on behalf of The Corporation of The Town of Kirkland Lake any further amending agreements with NOHFC, or their successors, in relation to the Community Enhancement Program: Rural Enhancement Funding Stream or ancillary document necessary in the completion of the Old Pool Retrofit Project in a form satisfactory to the Chief Administrative Officer and Director of Community Services of The Corporation of The Town of Kirkland Lake, which will form Schedule “B” to this By-Law.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
Stacy Wight, Mayor

\_\_\_\_\_  
Jennifer Montreuil, Municipal Clerk



## THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

### BY-LAW NUMBER 24-071

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#### BEING A BY-LAW TO REGULATE THE SALE AND DISCHARGE OF FIREWORKS WITHIN THE JURISDICTION OF THE TOWN OF KIRKLAND LAKE

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**WHEREAS** Subsection 121(a) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, (hereinafter referred to as the “*Municipal Act*”), provides that a local municipality may prohibit and regulate the sale of Fireworks and the setting off of Fireworks;

**AND WHEREAS** Subsection 121(b) of the *Municipal Act* provides that a municipality may prohibit the sale of Fireworks and the setting off of Fireworks unless a permit is obtained from the municipality for the sale of Fireworks and the setting off of Fireworks and may impose conditions for obtaining, continuing to hold, and renewing the permit, including requiring the submission of plans;

**AND WHEREAS** Subsection 7.1(1) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended, (hereinafter referred to as the “*Fire Protection and Prevention Act*”), provides that the Council of a municipality may pass by-laws regulating fire prevention, including the spreading of fires;

**AND WHEREAS** Subsection 7.1(3) of the *Fire Protection and Prevention Act* provides that a by-law under this section may deal with different areas of the municipality differently;

**AND WHEREAS** Article 5.2.1.2. of the Ontario Fire Code, O. Reg. 213/07, as amended (hereinafter referred to as “Ontario Fire Code”), provides that the manufacture, storage, handling, transportation, sale, and use of explosives shall meet the requirements of the *Explosives Act*, R.S.C. 1985, c. E-17, and its Explosives Regulations;

**AND WHEREAS** Article 5.2.1.4. of the Ontario Fire Code provides that the handling and Discharge of Fireworks and pyrotechnics shall comply with Natural Resources Canada (NRCan)’s Display Fireworks Manual, and Pyrotechnics Special Effects Manual;

**AND WHEREAS** Subsection 7.1(4) of the *Fire Protection and Prevention Act* provides that a municipality may appoint an Officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by- laws enacted in accordance with Section 7.1 are being complied with;

**AND WHEREAS** Subsection 12(4) of the *Fire Protection and Prevention Act* provides that if there is a conflict between a provision of the fire code and a provision of a municipal by-law respecting the keeping and manufacturing of explosives, the provision that is most restrictive prevails;

**AND WHEREAS** Subsection 19(2) of the *Fire Protection and Prevention Act* provides an inspector may, without a warrant, enter and inspect land and premises for the purposes of assessing fire safety;

**AND WHEREAS** Section 120 of the *Municipal Act* authorizes a municipality to pass by-laws to regulate the manufacture of explosives, to prohibit and regulate the storage, keeping, and transportation of explosives and dangerous substances, including requirements that a permit be obtained from the municipality for the storage of explosives and dangerous substances, and imposing conditions on such permits, and continuing to hold and renewing the permit, including requiring the submission of plans;

**AND WHEREAS** Section 128 of the *Municipal Act* provides that a municipality may pass by-laws to prohibit, and regulate public nuisances including matters that, in the opinion of Council, are, or could become, or cause public nuisance;

**AND WHEREAS** Section 391 of the *Municipal Act* provides that a municipality and a local board may pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it, or for costs payable by it for services, or activities provided, or done by or on behalf of any other municipality or local board;

**AND WHEREAS** Section 425 of the *Municipal Act* provides that by-laws may be passed by a municipality providing that a person who contravenes a by-law of a municipality passed under this Act, is guilty of an offence;

**AND WHEREAS** Section 446 of the *Municipal Act* provides that where the municipality has the authority by any act, or under a by-law, to direct or require a person to do a matter or thing, the municipality may also provide that in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and in default of it being done by the person directed or required to do it, the municipality may enter upon the land at any reasonable time, and recover the costs of doing the matter or thing from the person required to do it, by action or by adding the costs to the tax roll, and collecting them in the same manner as property taxes;

**AND WHEREAS** Council of The Corporation of the Town of Kirkland Lake deems it expedient and necessary for the safety and well-being of the community to regulate the sale and use of Fireworks, and Pyrotechnic Special Effects within the Town of Kirkland Lake;

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

**1. DEFINITIONS**

1.1. For the purposes of this by-law, definitions in the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4., shall be used with respect to matters pertaining to fire prevention, and fire safety and which are undefined in this by-law, otherwise the following definitions will apply:

1.1.1. **“Act”** means *The Explosives Act*, R.S.C. 1985, C. E-17, as amended, and the Explosives Regulations made thereunder as amended from time to time and any act or any Regulation enacted in substitution. May also be identified as the “Explosives Act” and/or “Explosives Regulations” within this By-Law.

1.1.2. **“Approved”** means granted permission by the Fire Chief or designate.

1.1.3. **“Consumer Fireworks”** means outdoor, low hazard, recreational Fireworks that are classed as F.1 Consumer Fireworks under the Act and includes Fireworks showers, fountains, golden rain, lawn lights, pin wheels, Roman candles, volcanoes, and sparklers but does not include Christmas crackers and caps for toy guns containing in excess of twenty-five one-hundredths of a grain of explosive used per cap.

1.1.4. **“Discharge”** means to fire, ignite, explode, or set off or cause to be fired, ignited, exploded, or set off, and the words “Discharged”, and “Discharging” have a similar meaning.

1.1.5. **“Display Assistant”** means a certified person who is qualified under the setup Display Fireworks by assisting the Display Supervisor.

- 1.1.6. **“Display Fireworks”** means outdoor, high hazard, recreational Fireworks classed as F.2 Display Fireworks under the Act, and includes rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, Bombardos, waterfalls, fountains, mines, batteries, illumination, set pieces and pigeons but does not include Firecrackers.
- 1.1.7. **“Display Fireworks Manual”** means the Display Fireworks Manual as published from time to time by the Explosives Branch of Natural Resources Canada (NRCan), or any publication in substitution therefor that applies to the handling and Discharge of Display Fireworks.
- 1.1.8. **“Display Supervisor”** means a certified person who is qualified under the Act to supervise the Discharge of Display Fireworks.
- 1.1.9. **“Fire Ban”** means a prohibition on all burning, including the Discharge of Fireworks, issued by the Fire Department of The Corporation of the Town of Kirkland Lake.
- 1.1.10. **“Fire Chief”** means the appointed **Fire Chief** for The Corporation of the Town of Kirkland Lake and, whether stated or not, also means his/her designates which may include a Platoon Chief, or a Firefighter; unless it is stated as **Fire Chief** only, in which case there is no designate.
- 1.1.11. **“Firecracker”** means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese Firecrackers, but does not include paper caps containing not more than twenty-five one-hundredths of a grain of explosive on average per cap, or devices for use with such caps, safety flares, marine rockets, and other distress signals.
- 1.1.12. **“Fireworks”** means Display Fireworks, Pyrotechnic Special Effects Fireworks and Consumer Fireworks.
- 1.1.13. **“Fireworks Display”** means an exhibition of Fireworks in an outdoor assembly or open-air occupancy to which the public is invited, attends, may attend, or is admitted with or without a fee being charged and includes private functions such as weddings, or other celebrations.
- 1.1.14. **“Flying Lantern”** means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small candle or fuel cell, allowing the balloon or similar device to rise and float in the air.
- 1.1.15. **“FPPA”** means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended, and the regulations enacted thereunder, as amended from time to time, or any Act and Regulations enacted in substitution therefor.
- 1.1.16. **“Officer”** means an individual appointed by Council for the purpose of enforcing the By-laws of the municipality.
- 1.1.17. **“Owner”** means the person registered on title as the Owner of a property upon which the Discharge of Fireworks occurs.
- 1.1.18. **“Permit”** means a Consumer Fireworks Sales Permit and/or a Public Fireworks Display or Consumer Fireworks Discharge Permit issued by the **Fire Chief** of the Town of Kirkland Lake Fire Department.

- 1.1.19. **“Platoon Chief”** means an employee assigned to this position by virtue of their employment with The Corporation of the Town of Kirkland Lake, or by assign, in writing, by the Fire Chief.
- 1.1.20. **“Prohibited Fireworks”** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and bottle rockets, fake Firecrackers, champagne party poppers, snap caps, sprite bombs, and other trick devices or practical jokes as included on the most recent list of Prohibited Fireworks as published from time to time under the Act.
- 1.1.21. **“Pyrotechnician”** means a person who is certified under the Act as a Theatrical User, an Assistant, a Pyrotechnician or a Special Effects Pyrotechnician and is qualified to purchase and supervise the display of Pyrotechnic Special Effect Fireworks under the Act.
- 1.1.22. **“Pyrotechnic Special Effect Fireworks”** means high hazard Fireworks that are classed as F.3 Special Effect Pyrotechnics under the Act and are used to produce a special pyrotechnic effect for indoor or outdoor performances and includes but is not limited to; black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, Gerbs, lances and wheels.
- 1.1.23. **“Sell”** includes offer for sale, cause or permit to be sold and to possess for the purpose of sale and the words "Selling" and "Sold" have similar meaning.
- 1.1.24. **“Shop”** means a building or part of a building, booth, stall, or place where goods are exposed or offered for sale.
- 1.1.25. **“Tent”** means a portable shelter/structure made of cloth or other pliable material, supported by one or more poles which can be stretched tight by cords or loops, attached to pegs, driven into the ground or other measures sufficient to secure them.
- 1.1.26. **“Town”** means The Corporation of the Town of Kirkland Lake.

## **2. ALL FIREWORKS**

- 2.1. No person shall Sell, or offer for sale, buy, or offer to buy, any Fireworks except as described in this By-Law.
- 2.2. All Fireworks users are to obtain a permit for any Fireworks Display intended to take place in the Town’s jurisdiction.

## **3. CONSUMER FIREWORKS**

- 3.1. No person shall:
- a) offer for sale, buy, or offer to buy any Fireworks unless approved to do so by the Fire Chief, subject to a Permit;
  - b) sell or supply any Fireworks to anyone under the age of eighteen (18) years;

- c) set off any Consumer Fireworks in, on or into any building, structure, or automobile;
- d) set off any Consumer Fireworks on or into any highway, street, lane, boulevard, roundabout, or private roadway;
- e) set off any Consumer Fireworks on or into any land used for school purposes;
- f) set off any Consumer Fireworks on or into any park, parkette, trail, linear park, land used for storm water management, square, other public place or any land owned by the Town of Kirkland Lake or any of their boards or agencies;
- g) set off any Consumer Fireworks in a manner that might create a danger or nuisance to any person or property; and for greater clarity a lot with less than 15m of frontage is deemed to be one whereon the setting off of Fireworks might create a nuisance; and
- h) set off any Consumer Fireworks without limiting the generality of the foregoing, on any land whatsoever, except on land belonging to the person setting off the Fireworks, or on other privately owned land where the consent of the Owner has been obtained.

#### **4. DELEGATED AUTHORITY**

- 4.1. Council of The Corporation of the Town of Kirkland Lake hereby delegate authority to the Director of Emergency Services/Fire Chief to issue and revoke Permits for the sale and setting off of Fireworks within the jurisdiction of the Town, as set out in this By-Law.

#### **5. SALE OF FIREWORKS/FIRECRACKERS**

- 5.1. No person shall:

- 5.1.1. Buy, Sell or Set Off any Firecrackers.

- 5.1.2. Buy, Sell or Set Off any Prohibited Fireworks.

- 5.1.3. Buy, Sell or Set Off any Flying Lanterns.

- 5.1.4. Sell individual Consumer Fireworks unless, prior to sale, the Fireworks are kept and maintained under a locked glass, plexiglass case, or other Approved means, which is not accessible to the public. No person, other than the Seller, shall handle Fireworks that are not in consumer packs, until after the time of purchase. Sealed packages of Consumer Fireworks may be displayed prior to sale in a location accessible to the public that is Approved by the Fire Chief.

- 5.1.5. Exhibit or display Consumer Fireworks for sale, unless:

- 5.1.5.1. The Fireworks are separated into individual lots that do not exceed 25 kilograms in gross weight, and such separation between lots is sufficient to prevent fire from spreading rapidly from one lot to the next by a fire break which may consist of:

- a) maintaining a minimum aisle width of 1.2 metres between lots;
- b) 6 mm plywood partition that extends 15 cm above the height of the lot or display shelf above; or

c) any other method Approved by the Fire Chief.

5.1.6. Exhibit or display Consumer Fireworks that are exposed to direct sunlight, open flame, excess heat, or within close proximity of accelerants or other sources of ignition.

5.1.7. Exhibit or display Consumer Fireworks in Shop windows that contain explosive composition. Only mock samples that do not contain explosive composition may be displayed in Shop windows.

5.1.8. Smoke or vape within eight (8) metres of any Consumer Fireworks.

5.1.9. Sell or display Consumer Fireworks inside a building, Tent, trailer, or other enclosed location, unless there are a minimum of two (2) unobstructed, clearly identified public exits to ensure that occupants can quickly evacuate in the event of a fire or emergency.

5.1.10. Sell or store Consumer Fireworks in a location that is not designated and Approved for such use.

5.1.11. Store or transport Consumer Fireworks for sale except in conformance with the Act.

5.1.12. Sell Consumer Fireworks to any person(s) under the age of 18.

5.1.13. Offer for sale, display for sale, or Sell Consumer Fireworks in a manner that contravenes the sale of Consumer Fireworks regulations.

5.2. Persons wishing to Sell Consumer Fireworks, at a location, or, on property that is not owned by the Seller, shall obtain written consent from the Owner prior to the issuance of a Consumer Fireworks Sales Permit. Written consent shall be submitted to the Fire Chief with the Consumer Fireworks Sales Permit Application.

5.3. Tents used to Sell or display Consumer Fireworks shall conform to CAN/ULC S-109, "Standard Method for Flame Tests of Flame-Resistant Fabrics and Film".

5.4. Each location, where Consumer Fireworks are offered for sale, shall have at least two (2) portable fire extinguishers having a minimum rating of 3A:10BC.

## **6. DISCHARGE OF FIRECRACKERS & PROHIBITED FIREWORKS**

6.1. No person shall:

a) Discharge any Firecrackers.

b) Discharge any Prohibited Fireworks.

c) Discharge (release) a Flying Lantern.

## **7. DISCHARGE OF CONSUMER FIREWORKS**

7.1. No person shall Discharge Consumer Fireworks, except as Approved by the Fire Chief, subject to a Permit.

7.2. No person shall Discharge Consumer Fireworks except between the hours of 6:00 PM to 11:00 PM, in accordance with the Town's Noise By-Law.

- 7.3. A person 18 years of age or over may hold a display of Consumer Fireworks in accordance with the provisions of this By-Law, on any land belonging to them, or on any other privately-owned land, where the Owner thereof has given permission in writing for such a display or Discharge of Fireworks.
- 7.4. No person shall Discharge any Consumer Fireworks in such a place, or in such a manner as to endanger, injure, harass, frighten, or constitute a nuisance to any person, animal, or property.
- 7.5. No person shall commit, or cause, or allow to be done any unsafe act, or omission at the time, and place for the Discharging of any Consumer Fireworks.
- 7.6. For the purposes of Subsection 7.4, the Discharge of any Consumer Fireworks in or onto any building, doorway, or automobile shall be deemed to create a danger, and to be an unsafe act.
- 7.7. No person shall Discharge any Consumer Fireworks in or onto any highway, street, land, square, public park, or other public place, except in accordance with a current, and valid Permit issued by the Fire Chief, authorizing such a display.
- 7.8. No person under the age of eighteen (18) years shall Discharge any Consumer Fireworks except under the direct supervision of, and control of, a person(s) eighteen (18) years of age or over.
- 7.9. No person being the parent, or guardian of any person under the age of eighteen (18) years shall allow the person to Discharge any Consumer Fireworks, except when such parent or guardian or some other responsible person of eighteen (18) years of age or over is in direct supervision and control.
- 7.10. No person shall Discharge Consumer Fireworks during a Fire Ban authorized by the Fire Chief.
- 7.11. No person, group of persons, or organization shall hold a Fireworks Display of Consumer Fireworks in the Town for public entertainment, without first having obtained written authorization by the Fire Chief and education on Consumer Fireworks Safety, at the satisfaction of the Fire Chief.

## **8. DISPLAY FIREWORKS**

- 8.1. No person, group of persons, or organization shall Discharge, or hold a Fireworks Display without having first obtained a Permit to do so, issued by the Fire Chief.
  - 8.1.1. Where the display is for public entertainment hosted by a community group or organization, a Fireworks Display shall not be Discharged without having first obtained a Permit issued by the Fire Chief and education on Display Fireworks Safety, at the satisfaction of the Fire Chief.
- 8.2. No Permit holder shall Discharge Display Fireworks except in accordance with the conditions of the Permit.
- 8.3. No Permit holder shall Discharge or hold Display Fireworks at a date, time, location, or site other than as specified in the Permit.
- 8.4. Every application for a Permit shall be made to the Fire Chief a minimum of 28 days prior to the event when the proposed Discharge of Fireworks is to occur,



- 8.5. Every application for a Permit shall include:
- 8.5.1. A description of the event including the date, and time of the proposed Discharge of Display Fireworks.
  - 8.5.2. The type, kind, and quantity of Display Fireworks that may be Discharged, the Discharge techniques to be used, the manner, and means of transporting, and storing the Fireworks prior to, and after the event, and the manner in which unused Display Fireworks are to be disposed of.
  - 8.5.3. A site plan providing a description of the Discharge site to be used for the Discharging of the Display Fireworks.
  - 8.5.4. A description of the fire emergency procedures.
  - 8.5.5. The manner and means of prohibiting unauthorized persons access to the Discharge site.
  - 8.5.6. The name, and address of the applicant and the sponsoring organization, if applicable, proof of certification of the applicant as a Display Supervisor and any Display Assistants.
  - 8.5.7. Proof of the consent of the Owner to the Discharge of Display Fireworks in writing.
  - 8.5.8. The prescribed fee, in accordance with the Fire Services Fees & Charges By-Law. Where the Display of Fireworks is for public events, the Fire Chief has the authority to waive the Permit fee.
  - 8.5.9. Proof of insurance, and indemnification in accordance with this By-Law, and such other information as required by the Fire Chief.
- 8.6. An applicant for a Permit, subject to the provisions of this By-Law, may be entitled to be issued the Permit, except where:
- 8.6.1. the application is incomplete; or
  - 8.6.2. the applicant is not a Display Supervisor; or
  - 8.6.3. there are reasonable grounds for belief by the Fire Chief that the holding of the Display Fireworks will result in a breach of this By-Law, the FPPA and the Regulations enacted there under or the Act.
- 8.7. The Permit holder holding the display of Display Fireworks shall ensure that all unused, or partly used Fireworks, and all debris are removed.
- 8.8. A site inspection may be required at the discretion of the Fire Chief, and the applicant for a private Display Fireworks Permit shall pay the prescribed fee for this inspection.
- 8.9. The applicant shall provide and maintain Commercial General Liability Insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Town as an additional insured thereunder. Such insurance shall include permission to conduct displays of Pyrotechnic Special Effects Fireworks, or Display Fireworks. The Fire Chief, at their sole discretion, may request an increase in the amount of insurance, where required.

- 8.10. A copy of the Public Fireworks Display Permit shall be kept at the site of the display from the time of initial event set up, to the time of event conclusion, and shall be produced upon being so directed by the Fire Chief.
- 8.11. The applicant shall indemnify, and save harmless the Town from any, and all claims, demands, causes of action, loss costs, or damages that the Town may suffer, incur, or be liable for, resulting from the performance of the applicant as set out in the by-law whether with, or without negligence on the part of the applicant, the applicant's employees, directors, contractors, and agents.

## **9. PYROTECHNIC SPECIAL EFFECTS FIREWORKS**

- 9.1. No person or group of persons shall hold a display of Pyrotechnic Special Effects in the Town without having first obtained a Permit to do so by the Fire Chief.
- 9.2. No Permit holder shall Discharge Pyrotechnic Special Effects Fireworks, except in accordance with the conditions of the Permit.
- 9.3. Every holder of a Pyrotechnic Special Effect Fireworks Permit shall produce their Permit upon being so directed by the Fire Chief.
- 9.4. Every application for a Permit shall be made to the Fire Chief a minimum of 28 days prior to the event when the proposed Discharge of Pyrotechnic Special Effects Fireworks is to occur.
- 9.5. Every application for a Permit shall include:
  - 9.5.1. A description of the event including:
    - a) a site plan of the facility, and room capacity, the stage, and the Pyrotechnic Special Effect Fireworks storage area;
    - b) a list of all Pyrotechnic Special Effect Fireworks to be used.
    - c) the location of all Pyrotechnic Special Effect Fireworks;
    - d) height, range of effect fallout, and duration of the display of Pyrotechnic Special Effects Fireworks, sequence of firing;
    - e) location of audience, and all exits;
    - f) date, and time of the proposed event using Pyrotechnic Special Effects Fireworks;
    - g) description of fire emergency procedures;
    - h) name, and address of the applicant, and the sponsoring business, or organization, if applicable;
    - i) proof of certification of the applicant as a Pyrotechnician;
    - j) proof of insurance, and indemnification in accordance with this By-Law;
    - k) proof of consent of the Owner to the Discharge of Pyrotechnic Special Effect Fireworks in writing if the applicant is not the Owner;
    - l) the prescribed fee, in accordance with the Fire Services Fees & Charges By-Law; and

m) such other information as required by the Fire Chief.

9.6. An applicant for a Permit, subject to the provisions of this By-Law, may be entitled to be issued the Permit, except where:

9.6.1. the application is incomplete.

9.6.2. the applicant is not a Pyrotechnician under the Act; or

9.6.3. there are reasonable grounds for belief that the holding of the Pyrotechnic Special Effects Fireworks will result in a breach of this by-law, the FPPA, and the Regulations enacted thereunder or the Act.

9.7. The applicant shall provide and maintain Commercial General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00), inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Town as an additional insured thereunder. Such insurance shall include permission to conduct displays of Pyrotechnic Special Effects Fireworks or Display Fireworks. The Fire Chief, at their sole discretion, may request an increase in the amount of insurance, where required.

9.8. The applicant shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss costs, or damages that the Town may suffer, incur, or be liable for, resulting from the performance of the applicant as set out in the by-law whether with, or without negligence on the part of the applicant, the applicant's employees, directors, contractors, and agents.

## **10. CONDITIONS: PYROTECHNIC SPECIAL EFFECTS FIREWORKS PERMITS**

10.1. Each Permit shall state the name of the sponsoring business, club, association, or group, the purpose of the display, the place, and date at which the display may be held, and the name of the Pyrotechnician under whose supervision the same shall be held.

10.2. The following conditions shall apply to the holding of a display of Pyrotechnic Special Effect Fireworks under a Permit issued under this By-Law:

a) The Permit is valid only for the display at the place, and on the date, or dates set forth in the Permit.

b) The Permit holder shall supervise the display of Pyrotechnic Special Effect Fireworks.

c) The Permit holder shall Discharge the Pyrotechnic Special Effects Fireworks, and the Permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use.

d) The Permit holder shall comply at all times with the requirements of the Act, the FPPA, and the Regulations, and the Pyrotechnics Special Effects Manual published by Natural Resources Canada, or any successor publication.

e) The Permit holder holding the Pyrotechnic Special Effects Fireworks shall ensure that all unused Fireworks, and all debris are removed.

## **11. RIGHT OF ENTRY**

11.1 No person shall prohibit the entry of Officers appointed by Council from entering at all reasonable times upon any property in order to ascertain whether the By-Law is obeyed and to enforce or carry into effect the By-Law.

## **12. OFFENCES & PENALTY PROVISIONS**

- 12.1. Any person who contravenes any provision of this By-Law is guilty of an offence and is liable upon conviction to a fine pursuant to the provisions of the *Provincial Offences Act*, R.S.O., 1990, Chapter P 33, as amended from time to time, or any replacement legislation.
- 12.2. Any Owner who contravenes this By-Law may have the costs associated with the Kirkland Lake Fire Department (KLFD) response to the contravention, as established by the Fire Services Department User Fees & Charges By-Law, in effect at the time of the attendance by the KLFD, added to the property taxes for the property regardless of whether the Fireworks were Discharged with the permission, or knowledge of the Owner, or by Permit, and same shall be collected in the same manner as taxes in accordance with Section 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.
- 12.3. Any member of the KLFD may enter onto property in the course of their duty at any time, without prior notice, for the purpose of carrying out an inspection to determine whether the provisions of this By-Law have been complied with.
- 12.4. No person shall hinder or obstruct, or attempt to hinder or obstruct, a member of the KLFD who is performing a duty which is authorized under this By-Law.
- 12.5. No person shall knowingly furnish false, or misleading information to the Town, or the Fire Services Department or KLFD with respect to this By-Law.

## **13. NO OBLIGATION TO ISSUE PERMIT**

- 13.1. No provisions of this By-law shall obligate the Town to authorize the issuance of a Permit.

## **14. SEVERABILITY**

- 14.1. If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this By-Law and it is hereby declared that the remainder of this By-Law shall be valid and shall remain in force.
- 14.2. Where the provisions of this By-Law conflict with the provisions of any other By-Law or Act, the more restrictive provisions shall apply.

## **15. SHORT FORM TITLE**

- 15.1. **THAT** this By-Law shall be referred to as the "**Fireworks By-Law**".

## **16. REPEAL**

- 16.1. **THAT** By-Law 24-057 is hereby repealed.

16.2.

**EFFECTIVE DATE**

16.3. **THAT** this By-law shall come into full force and effect upon the final passage thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE  
PART 1 PROVINCIAL OFFENCES ACT**

BY-LAW NO. 24-071, BEING A BY-LAW TO REGULATE THE SALE AND DISCHARGE OF FIREWORKS WITHIN THE JURISDICTION OF THE TOWN OF KIRKLAND LAKE

| ITEM | COLUMN 1<br>Short Form Wording      | COLUMN 2<br>Provision Creating<br>or Defining Offence | COLUMN 3<br>Set Fine |
|------|-------------------------------------|---|----------------------|
| 1    | Set off Fireworks when prohibited   | Sections 7.1, 7.2 to 7.11                             |                      |
| 2    | Sell Fireworks to person under 18   | Section 3.1. c)                                       |                      |
| 3    | Supply Fireworks to person under 18 | Section 3.1. c)                                       |                      |
| 4    | Set off Fireworks in building       | Section 3.1. d)                                       |                      |
| 5    | Set off Fireworks on building       | Section 3.1. d)                                       |                      |
| 6    | Set off Fireworks into building     | Section 3.1. d)                                       |                      |
| 7    | Set off Fireworks in structure      | Section 3.1. d)                                       |                      |
| 8    | Set off Fireworks on structure      | Section 3.1. d)                                       |                      |
| 9    | Set off Fireworks into structure    | Section 3.1. d)                                       |                      |
| 10   | Set off Fireworks in automobile     | Section 3.1. d)                                       |                      |
| 11   | Set off Fireworks on automobile     | Section 3.1. d)                                       |                      |
| 12   | Set off Fireworks into automobile   | Section 3.1. d)                                       |                      |

| ITEM | COLUMN 1<br>Short Form Wording                                 | COLUMN 2<br>Provision Creating<br>or Defining Offence | COLUMN 3<br>Set Fine |
|------|--|---|----------------------|
| 13   | Set off Fireworks on or into any highway                       | Section 3.1. e)                                       |                      |
| 14   | Set off Fireworks on or into any street                        | Section 3.1. e)                                       |                      |
| 15   | Set off Fireworks on or into any lane                          | Section 3.1. e)                                       |                      |
| 16   | Set off Fireworks on or into any boulevard                     | Section 3.1. e)                                       |                      |
| 17   | Set off Fireworks on or into any roundabout                    | Section 3.1. e)                                       |                      |
| 18   | Set off Fireworks on or into any private roadway               | Section 3.1. e)                                       |                      |
| 19   | Set off Fireworks on or into any land used for school purposes | Section 3.1. f)                                       |                      |
| 20   | Set off Fireworks on or into any public place                  | Section 3.1. g)                                       |                      |
| 21   | Create a danger or nuisance by setting off Fireworks           | Section 3.1. h)                                       |                      |
| 22   | Set off Fireworks on private land without owner(s) consent     | Section 3.1. i)                                       |                      |
| 23   | Sell Firecrackers  | Section 5.1.1.  |                      |
| 24   | Offer to sell Firecrackers                                     | Section 5.1.1.  |                      |
| 25   | Buy Firecrackers   | Section 5.1.1.  |                      |
| 26   | Offer to buy Firecrackers                                      | Section 5.1.1.  |                      |
| 27   | Set off Firecrackers   | Section 5.1.1.  |                      |
| 28   | Hold a Fireworks Display without approval                      | Section 8.1.  |                      |
| 29   | Hold a Fireworks Display without a Permit                      | Section 2.2.  |                      |
| 30   | Sell Prohibited Fireworks                                      | Section 5.1.2.  |                      |
| 31   | Offer to sell Prohibited Fireworks                             | Section 5.1.2.  |                      |

| ITEM | COLUMN 1<br>Short Form Wording    | COLUMN 2<br>Provision Creating<br>or Defining Offence | COLUMN 3<br>Set Fine |
|------|-----------------------------------|---|----------------------|
| 32   | Buy Prohibited Fireworks          | Section 5.1.2.  |                      |
| 33   | Offer to buy Prohibited Fireworks | Section 5.1.2.  |                      |
| 34   | Set off Prohibited Fireworks      | Section 5.1.2.  |                      |
| 35   | Sell Flying Lanterns              | Section 5.1.3.  |                      |
| 36   | Offer to sell Flying Lanterns     | Section 5.1.3.  |                      |
| 37   | Buy Flying Lanterns               | Section 5.1.3.  |                      |
| 38   | Offer to buy Flying Lanterns      | Section 5.1.3.  |                      |
| 39   | Set off Flying Lanterns           | Section 5.1.3.  |                      |

NOTE: The penalty provision for the offences indicated above is Section 12 of By-Law 24-071  
a certified copy of which has been filed and s. 61 of the *Provincial Offences Act*, R.S.O., 1990, c. P.33, as amended.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 24-072

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**BEING A BY-LAW TO AMEND BY-LAW 24-029 TO ESTABLISH FEES AND CHARGES  
FOR THE KIRKLAND LAKE FIRE SERVICES DEPARTMENT (SCHEDULE “A”)**

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**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** at its Regular Meeting of Council on May 9, 2024, Council passed By-Law 24-029 being a by-law to Establish Fees and charges for the Kirkland Lake Fire Services Department (Fire Services Fees & Charges By-Law) for The Corporation of the Town of Kirkland Lake effective July 1, 2024;

**AND WHEREAS** at its Regular Meeting of \_\_\_\_\_, Council reviewed and authorized an amendment to add a user fee for permitting the Display of Fireworks to Schedule “A” of the Fire Services Fees & Charges By-Law;

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

- 1 THAT** Schedule “A” to By-Law No. 24-029 be deleted and replaced Schedule “A” attached to this By-Law.
- 2 THAT** this By-Law shall come into force and effect immediately upon passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
Stacy Wight, Mayor

\_\_\_\_\_  
Jennifer Montreuil, Municipal Clerk



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

**SCHEDULE "A" TO BY-LAW 24-072**  
(Amends Schedule "A" to By-Law 24-029)

**FEES & CHARGES**  
**FIRE SERVICES DEPARTMENT**

| SERVICE TYPE   | 2024  | 2025  |
|--|---|---|
| <b>Information</b>   |   |   |
| Fire Department Response Report or Summary Report  | \$45.00   | \$48.00   |
| Clearance / Status Letter<br>Applies to specific inspection results - not for property transactions. | \$45.00   | \$48.00   |
| Outside Work Order<br>File search, Property Status Inquiry   | \$90.00   | \$95.00   |
| <b>Permits</b>   |   |   |
| Municipal Residential Outdoor<br>- Wood Burning Appliance Permit                                     | \$15.00   | \$20.00   |
| Municipal Commercial Outdoor Burning Permit  | \$75.00   | \$100.00  |
| Burning without a Permit<br>April 1 <sup>st</sup> - Oct 31 <sup>st</sup>                             | Offence:<br>1 <sup>st</sup> - warning issued (no charge)<br><br>2 <sup>nd</sup> +<br>Current MTO rate 25%<br>+<br>Admin overhead charge (min):<br>Platoon Chief (1) & Firefighter (1) | Offence:<br>1 <sup>st</sup> - warning issued (no charge)<br><br>2 <sup>nd</sup> +<br>Current MTO rate 25%<br>+<br>Admin overhead charge (min):<br>Platoon Chief (1) & Firefighter (1) |
| Fireworks Display Permit (per event)   | \$15.00   | \$20.00   |
| 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  |

**FEES & CHARGES**  
**FIRE SERVICES DEPARTMENT**

| SERVICE TYPE                | 2024     | 2025     |
|-----------------------------|----------|----------|
| Demolition Permit (Complex) | \$300.00 | \$325.00 |

| SERVICE TYPE  | 2024                            | 2025                            |
|---|---------------------------------|---------------------------------|
| <b>Inspections</b>  |                                 |                                 |
| 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 +<br>\$25.00 per story | \$225.00 +<br>\$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 <sup>st</sup> Application                                      | \$75.00                         | \$85.00                         |



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

**SCHEDULE "A" TO BY-LAW 24-072**  
(Amends Schedule "A" to By-Law 24-029)

**FEES & CHARGES**  
**FIRE SERVICES DEPARTMENT**

| SERVICE TYPE  | 2024             | 2025             |
|---|------------------|------------------|
| Business Licence Renewal – Restaurant Applicant with a Commercial Hood System     | \$150.00         | \$175.00         |
| Vulnerable Occupancy - Small  | \$75.00          | \$85.00          |
| <b>Inspections</b>  |                  |                  |
| 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          |
| <b>Fire Prevention / Education Fees</b>   |                  |                  |
| Fire Safety Plan Review - signature for a building <b>without</b> an alarm system | \$75.00          | \$80.00          |
| Fire Safety Plan Review - signature for a building <b>with an</b> alarm system)   | \$150.00         | \$160.00         |
| Training of outside agencies, public, etc. (including Fire Extinguisher Training) | \$75.00          | \$85.00          |
| <b>Emergency Response</b>   |                  |                  |
| Non-Resident Motor Vehicle Response   | Current MTO rate | Current MTO rate |
| Motor Vehicle Response – Provincial Highways                                      | Current MTO rate | Current MTO rate |



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

**SCHEDULE "A" TO BY-LAW 24-072**  
(Amends Schedule "A" to By-Law 24-029)

**FEES & CHARGES**  
**FIRE SERVICES DEPARTMENT**

| SERVICE TYPE  | 2024   | 2025   |
|---|--|--|
| <b>Emergency Response</b>   |  |  |
| False Automatic Monitored Alarms<br>(time period resets every January)  | <p>Offence:<br/>1<sup>st</sup> – No charge</p> <p>2<sup>nd</sup> – Current MTO rate for 1 apparatus</p> <p>3<sup>rd</sup> – Current MTO rate per apparatus responding per hour</p> | <p>Offence:<br/>1<sup>st</sup> – No charge</p> <p>2<sup>nd</sup> - Current MTO rate for 1 apparatus</p> <p>3<sup>rd</sup> – 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<br>(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<br>(natural gas line struck by contractor, contractor influenced calls, etc.)   | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |
| <b>Elevator Rescue - Non-Emergency</b><br>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.<br>The property owner shall be charged the fees as stipulated in this schedule. | Current MTO rate + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Current MTO rate + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |

**FEES & CHARGES**  
**FIRE SERVICES DEPARTMENT**

| SERVICE TYPE  | 2024   | 2025   |
|---|--|--|
| <b>Emergency Response</b>   |  |  |
| Fire Watch: Post-Fire Property Security/Safety  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighter (1)  |
| Fires On or Beside the Railroad<br>(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):<br>Platoon Chief (1) & Firefighters (2) | Actual costs + 25% administrative overhead charge (min):<br>Platoon Chief (1) & Firefighters (2) |
| Emergency Control / Protection Costs<br>(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<br>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 24-074

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BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS  
REGULAR MEETING HELD SEPTEMBER 3, 2024

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

**AND WHEREAS** Subsection 5(3) of the *Municipal Act* provides that the powers of every Council are to be exercised by by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Town of Kirkland Lake at this regular 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 regular 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 3<sup>RD</sup> DAY  
OF SEPTEMBER, 2024.**

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Stacy Wight, Mayor

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Jennifer Montreuil, Municipal Clerk