



AGENDA

Regular Council Meeting

Tuesday, November 16, 2021

4:40 PM

Council Chambers/Zoom

Council Chambers is not currently open to the public for attending Council Meetings. Please visit the [TKL YouTube Channel](#) for the live-stream of the meeting.

1. CALL TO ORDER AND MOMENT OF SILENCE

2. APPROVAL OF THE AGENDA

RECOMMENDATION:

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on November 16, 2021 beginning at 4:40 PM be approved as circulated to all Members of Council.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

- 5.1. [Special Council Minutes - 01 Nov 2021](#)
[Regular Council Minutes - 02 Nov 2021](#)

RECOMMENDATION:

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

- Minutes of the Special Meeting of Council held November 1, 2021
- Minutes of the Regular Meeting of Council held November 2, 2021

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. 2022 Municipal Election
Meagan Elliott, Clerk
[2021-CLK-027M 2022 Election](#)

BE IT RESOLVED THAT Memorandum Number 2021-CLK-027M entitled “**2022 Municipal Election**” be received.

- RECOMMENDATION:

THAT staff be directed to insert the following language on the top of Council agendas:
“We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki ᐱᑦᓂᓴᓇᖃᐅᐱᑦ, Cree, and Omàmiwininiwag (Algonquin) peoples and other Indigenous peoples whose presence continues to enrich our vibrant community today. We recognize and offer our gratitude for their care and teachings about the earth and culture, we honour those teachings through our interactions today and every day hereafter. We thank them for sharing this land with us. We commit to ongoing learnings about how cultural identity is celebrated, represented and honoured as well as the inclusion of indigenous perspectives through action.Miigwetch – Thank you.”, and

6.3. Disposal of Surplus, Unclaimed and Scrap Items Policy
Shawn LaCarte, Director of Corporate Services
[2021-FIN-008 Disposal of Surplus, Unclaimed and Scap Items](#)

RECOMMENDATION:

THAT the Disposal of Surplus, Unclaimed and Scrap Items Policy is hereby approved, and

6.4. Tax Billing and Collection Policy
Shawn LaCarte, Director of Corporate Services
[2021-FIN-007 Tax Billing and Collection Policy](#)

RECOMMENDATION:

THAT the Tax Billing and Collection Policy is hereby approved; and

6.5. Appointment of Auditor

Sheri Matthews, Performance Improvement Coordinator

[2021-FIN-006 Appointment of Auditor](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-FIN-006 entitled “**Appointment of Auditor**” be received;

THAT Council hereby awards RFP-573-21 Audit Services to Baker Tilly SNT LLP; and

THAT staff be directed to present a by-law to appoint Baker Tilly SNT LLP for a five-year period, subject to annual review, in accordance with the terms of the proposal submitted by Baker Tilly SNT LLP dated November 4, 2021.

6.6. Request to Purchase Municipal Surplus Land - Foss Road Allowance

Jenna McNaughton, Planning Administrator

[2021-DEV-055 Request to Purchase Municipal Surplus Land - Foss Road Allowance](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-DEV-055 entitled “**Request to Purchase Municipal Surplus Land – Foss Road Allowance**” be received, and

THAT staff be directed to prepare and present a By-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell the following properties:

- Part 1, 54R-6221 to Grover Adams for \$840.96
- Part 2, 54R-6221 to Gerald Antler for \$839.67
- Part 3, 54R-6221 to Suzanne Dumas for \$838.45
- Part 4, 54R-6221 to Normand Thibeault for \$861.70
- 3 McKelvie Avenue to Mubashar Hussain for \$8,900

6.7. Easement Agreement over Part Parcel 5103CST

Jenna McNaughton, Planning Administrator

[2021-DEV-054 Easement Agreement over Part Parcel 5103CST](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-DEV-054 entitled “**Easement Agreement over Part Parcel 5103CST**” be received, and

THAT staff be directed to prepare and present a By-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an easement agreement with the owners of Part 5103CST including language to repeal by-law 83-61.

6.8. Aerial Fire Truck Replacement

Rob Adair, Fire Chief

[2021-FIRE-003 Aerial Fire Truck Replacement](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-FIRE-003 entitled “**Aerial Fire Truck Replacement**” be received, and

THAT staff be directed to proceed with the purchasing process for the replacement of the 1988 Pierce Aerial.

- 6.9. Master Fire Plan Update
Rob Adair, Fire Chief
[2021-FIRE-004 Master Fire Plan Update](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-FIRE-004 entitled “**Master Fire Plan Update**” be received, and

THAT staff be directed to continue implementing the recommendations from the Master Fire Plan.

- 6.10. Connecting Link Application 2022-23
Jim Roman, Director of Public Works
[2021-PW-013 Connecting Link Application](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-PW-013 entitled “**Connecting Link Application 2022-23**” be received, and

THAT Council supports the application to the MTO Connecting Links Program for the resurfacing of Government Road East (Highway 66) from Burnside Drive to the eastern limit of the connecting link agreement at Northern College, and agrees that:

- the application is complete and accurate, and meets the requirements of MTO’s Connecting Links Program as described in the Program Guide;
- sufficient capital funding is available for the municipal contribution component;
- if the application is successful, the municipality will proceed with the project in accordance with the timelines specified in the application.

- 6.11. Options for Winter Operation of Roza Brown Dog Park
Jim Roman, Director of Public Works
[2021-PW-015 Winter Operation of Dog Park](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-PW-015 entitled “**Options for Winter Operation of Roza Brown Dog Park**” be received, and

THAT the Roza Brown Dog Park remain a 3 season park.

- 6.12. Correction to Ontario Clean Water Agency (OCWA) Contract Amendment
Jim Roman, Director of Public Works
[2021-PW-014 Correction to OCWA Contract Amendment](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2021-PW-014 entitled “**Correction to Ontario Clean Water Agency (OCWA) Contract Amendment**” be received, and

THAT staff be directed to present a by-law to amend by-law 21-086, being a by-law to authorize the Mayor and Clerk to execute an amending agreement with the Ontario Clean Water Agency for Operations and Maintenance Services.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. [21-098](#)

RECOMMENDATION:

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

By-law Number 21-098, being a by-law to Execute Land Sale Agreement of 3 Mckelvie

8.2. [21-099](#)

RECOMMENDATION:

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

By-law Number 21-099, being a by-law to Execute land sale Agreement of Part 1, 54R-6221

8.3. [21-100](#)

RECOMMENDATION:

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

By-law Number 21-100, being a by-law to Execute land sale Agreement of Part 2, 54R-622

8.4. [21-101](#)

RECOMMENDATION:

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

By-law Number 101, being a by-law to Execute land sale Agreement of Part 3, 54R-6221

8.5. [21-102](#)

RECOMMENDATION:

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

By-law Number 21-102, being a by-law to Execute land sale Agreement of Part 4, 54R-6221

8.6. [21-103](#)

RECOMMENDATION:

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

By-law Number 21-103, being a by-law to Appoint an Auditor

8.7. [21-104](#)

RECOMMENDATION:

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

By-law Number 21-104, being a by-law to amend by-law 21-086 being a by-law to amend an agreement with OCWA

8.8. [21-105](#)

RECOMMENDATION:

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

By-law Number 21-105, being a by-law to execute an easement agreement with David and Susan Brown over Part 1, 54R-6179

9. QUESTIONS FROM COUNCIL TO STAFF

9.1. November 16, 2021 Questions

[Questions from Council to Staff Nov 16](#)

RECOMMENDATION:

BE IT RESOLVED THAT the questions from Council to staff be received.

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

RECOMMENDATION:

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

12. ADDITIONAL INFORMATION

12.1. Response from MNR for Bear Trapping Request

[12.1 Bear Trapping Response](#)

RECOMMENDATION:

BE IT RESOLVED THAT the bear trapping correspondence from MNR be received.

12.2. Request for Letter of Support from Multi-Cultural Group (verbal)

13. CLOSED SESSION

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 1 matter regarding (i) information supplied in confidence to the municipality, and (k) 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 and 1 item regarding (d) labour relations.

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. [21-106](#)

RECOMMENDATION:

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

By-law Number 21-106, being a by-law to confirm the proceedings of Council at its meeting held November 16, 2021.

16. ADJOURNMENT

RECOMMENDATION:

BE IT RESOLVED THAT Council adjourn the November 16, 2021 Regular Meeting of Council.

MINUTES

Corporation of the Town of Kirkland Lake
Special Meeting of Council
Council Chambers / Zoom
November 1, 2021
5:00 p.m.

Attendance

Acting Mayor: Casey Owens
Councillors: Rick Owen
Eugene Ivanov
Lad Shaba
Stacy Wight
Pat Kiely
Absent: Patrick Adams
Staff: Clerk: Meagan Elliott

1. Call to Order and Moment of Silence

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

2. Approval of the Agenda

Moved by: Stacy Wight
Seconded by: Rick Owen

BE IT RESOLVED THAT the Agenda for the Special Meeting of Council held on November 1, 2021 beginning at 5:00 p.m. be approved as circulated to all Members of Council.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Closed Session

Moved by: Lad Shaba
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 1 matter involving personal matters of an identifiable individual.

CARRIED

5. **Matters from Closed Session**

6. **Confirmation By-Law**

Moved by: Eugene Ivanov

Seconded by: Rick Owen

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

By-law Number 21-096, being a by-law to confirm the proceedings of Council at its meeting held November 1, 2021.

CARRIED

7. **Adjournment**

Moved by: Stacy Wight

Seconded by: Lad Shaba

BE IT RESOLVED THAT Council adjourn the November 1, 2021 Special Meeting of Council.

CARRIED

The meeting adjourned at 7:12 pm

Casey Owens, Acting Mayor

Meagan Elliott, Clerk



MINUTES

Regular Council Meeting

Tuesday, November 2, 2021
4:40 PM
Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, November 2, 2021, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

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

Absent:

Staff: Clerk Meagan Elliott, Director Bonnie Sackrider, Executive Director Tanya Schumacher, Chief Rob Adair, Director of Economic Development Wilfred Hass, Recycling Coordinator/Information Manager Jenna McNaughton, and Human Resources Supervisor Kassandra Young

1. CALL TO ORDER AND MOMENT OF SILENCE

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

2. APPROVAL OF THE AGENDA

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

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on November 2, 2021 beginning at 4:40 PM be approved as circulated to all Members of Council.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

3.1. Mayor Kiely requested those present to declare any pecuniary interests with matters on the open session agenda. Councillor Shaba declared a pecuniary interest to by-law 21-092, Councillor Adams declared a pecuniary interest with items 6.4 and 8.4 as he is an employee of KL Gold, and Councillor Owen declared a pecuniary interest during the presentation of 6.1 as his son works for the water department.

4. PETITIONS AND DELEGATIONS

4.1. Agnico Eagle Project Update - Upper Beaver
Sarah Morin & Marc Moffette

Moved by: Councillor Casey Owens
Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT the delegation from Agnico Eagle on the Upper Beaver Project be received.

CARRIED

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

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

- Minutes of the Regular Meeting of Council held October 19, 2021, and

THAT Council accept the minutes of the following committee meetings:

- Minutes of the Police Service Board meeting held July 14, 2021
- Minutes of the Museum Advisory Committee meeting held September 16, 2021
- Minutes of the Library Board meeting held September 23, 2021

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Boil Water Advisory Update - Verbal
Jim Roman, Director of Public Works & OCWA

Councillor Owen left Council Chambers as a pecuniary interest arose during the presentation

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

BE IT RESOLVED THAT the verbal boil water advisory update be received.

CARRIED

Councillor Owen returned to Council Chambers

6.2. COVID-19 Vaccination Policy
Kassandra Young, Human Resources Supervisor

Moved by: Councillor Stacy Wight
Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Memorandum Number 2021-HR-015 entitled "**COVID-19 Vaccination Policy**" be received,

THAT the COVID-19 Vaccination Policy is hereby approved, and

THAT staff be directed to insert this policy into the Corporate Policy Manual.

CARRIED

6.3. Properties with Outstanding Taxes as of October 12, 2021

Darlene Peever, Tax Collector

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

BE IT RESOLVED THAT Memorandum Number 2021-FIN-005 entitled
“**Properties with Outstanding Taxes as of Oct 12 2021**” be received.

CARRIED

6.4. Request to Purchase Various Municipal Surplus Lands
Jenna McNaughton, Planning Administrator

Councillor Adams disabled his audio/video as he noted a pecuniary interest

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

BE IT RESOLVED THAT Report Number 2021-DEV-050 entitled “**Request to Purchase Various Municipal Surplus Lands**” be received,
THAT Part of 600 Archer Drive is hereby declared Surplus land,
THAT staff be directed to provide notice of intent to sell part of 600 Archer Drive;
THAT staff be directed to prepare and present by-laws to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell the following properties:

- Part of 600 Archer Drive to Kirkland Lake Gold Inc. for \$1.35 per square foot;
- 1 Government Road East to Blue Marble Logistics for \$15,000;
- Parcel 5194CST, Water Lane to 2247753 Ontario Inc. for \$5,000 and
- Part 1, 54R-6180 to Ryan and Ashley Morrisette for \$899.46.

CARRIED

Councillor Adams enabled his audio/video

6.5. 2022 ROMA Conference Attendance and Delegation Requests
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-024M entitled
“**2022 ROMA Conference Attendance and Delegation Requests**” be received, and

THAT staff be directed to register Mayor Kiely for the 2022 ROMA Conference and submit delegation requests included in the report.

CARRIED

6.6. 2022 Municipal Election
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Report Number 2021-CLK-025 entitled “**2022 Municipal Election**” be received, and
THAT this report be referred to the November 16, 2021 Regular Meeting of Council for a decision and to allow time for staff to reach out to the community and receive their feedback

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

7.1. Councillor Wight

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

THAT staff be directed to bring back a report by January 30, 2022 on the possible benefits and role of an Economic Development Corporation within the town of Kirkland Lake including best practices from other municipalities for comparative analysis

CARRIED

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

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

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

By-law Number 21-089, being a by-law to Authorize the Mayor and Clerk to Execute Documents Related to the Sale of 1 Government Road East to Blue Marble Logistics

CARRIED

Moved by: Councillor Eugene Ivanov
Seconded by: Councillor Patrick Adams

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

By-law Number 21-090, being a by-law to Authorize the Mayor and Clerk to Execute Documents Related to the Sale of the Property Located Adjacent to 46 George Street to Ryan and Ashley Morrisette

CARRIED

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

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

By-law Number 21-091, being a by-law to Authorize the Mayor and Clerk to Execute Documents Related to the Sale of Parcel 5194CST (Water Lane) to 2247753 Ontario Inc.

CARRIED

Councillor Adams disabled his audio/video for a declared pecuniary interest

Moved by: Councillor Stacy Wight

Seconded by: Councillor Eugene Ivanov

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

By-law Number 21-092, being a by-law to Authorize the Mayor and Clerk to Execute an Agreement with Pedersen Construction (2013) Inc. for the KL Gold Water and Sewer Servicing and Chaput Hughes Distribution Upgrades

CARRIED

Councillor Adams enabled his audio/video

Moved by: Councillor Rick Owen

Seconded by: Councillor Casey Owens

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

By-law Number 21-093, being a by-law to Authorize the Mayor and Clerk to Execute a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing for Funding Through the Municipal Modernization Program Intake 2

CARRIED

Moved by: Councillor Patrick Adams

Seconded by: Councillor Eugene Ivanov

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

By-law Number 21-094, being a by-law to Authorize the Mayor and Clerk to Execute an Agreement with the Ontario Northland Transportation Commission (ONTC) for Licence to Cross Below the Railway Tracks at Swastika with the Proposed sanitary Sewer

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

9.1. Moved by: Councillor Rick Owen

Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT the questions from Council be received.

CARRIED

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

Moved by: Councillor Casey Owens
Seconded by: Councillor Stacy Wight

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

CARRIED

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

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

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 2 matters relating to land disposition and 1 matter relating to labour relations and personal matters of an identifiable individual.

CARRIED

14. MATTERS FROM CLOSED SESSION

14.1. Council rose from closed session and put forth the following by-law

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

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

By-law Number 21-097, being a by-law to appoint Alan Smith as the Chief Administrative Officer and Authorize the Mayor and Clerk to execute the employment agreement

CARRIED

15. CONFIRMATION BY-LAW

15.1. Moved by: Councillor Rick Owen Seconded by: Councillor Patrick Adams

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

By-law Number 21-095, being a by-law to confirm the proceedings of Council at its meeting held November 2, 2021.

CARRIED

16. ADJOURNMENT

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

BE IT RESOLVED THAT Council adjourn the November 2, 2021 Regular Meeting of Council.

CARRIED

The meeting adjourned at 7:25pm

Pat Kiely, Mayor

Meagan Elliott, Clerk

APPROVED BY COUNCIL ON

MEMORANDUM TO COUNCIL

Meeting Date: 16/11/2021

Memorandum Number: 2021-CLK-027M

Presented by: Meagan Elliott

Department: Corporate Services

MEMORANDUM TITLE

2022 Municipal Election

RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2021-CLK-027M entitled “**2022 Municipal Election**” be received.

BACKGROUND

At the November 2, 2021 Regular Meeting of Council, staff presented a report outlining various ways to hold an election and some updated timelines to the *Municipal Elections Act* (report attached). Council’s discussion led to directing staff to engage the community in asking which method they would prefer for the 2022 election. Council also noted the desire to reference a report to Council in 2018 that outlined some suggestions to keep in mind for the 2022 election. This report is also attached to this memo.

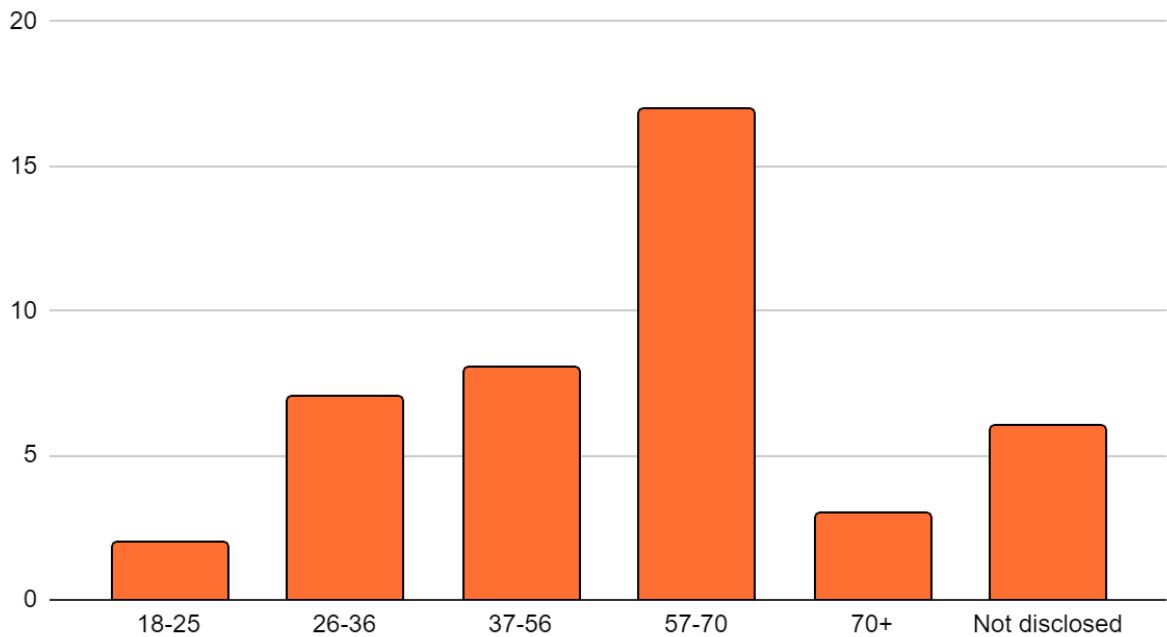
RATIONALE

After the direction given from Council to engage the community, staff put together a survey. The survey was circulated online (Corporate website and social media) as well as paper copies made available at municipal facilities. The survey focused on asking which method would be preferred for the 2022 election but also included some additional questions to gather information on if there were any accessibility concerns of finding information/documents in previous years.

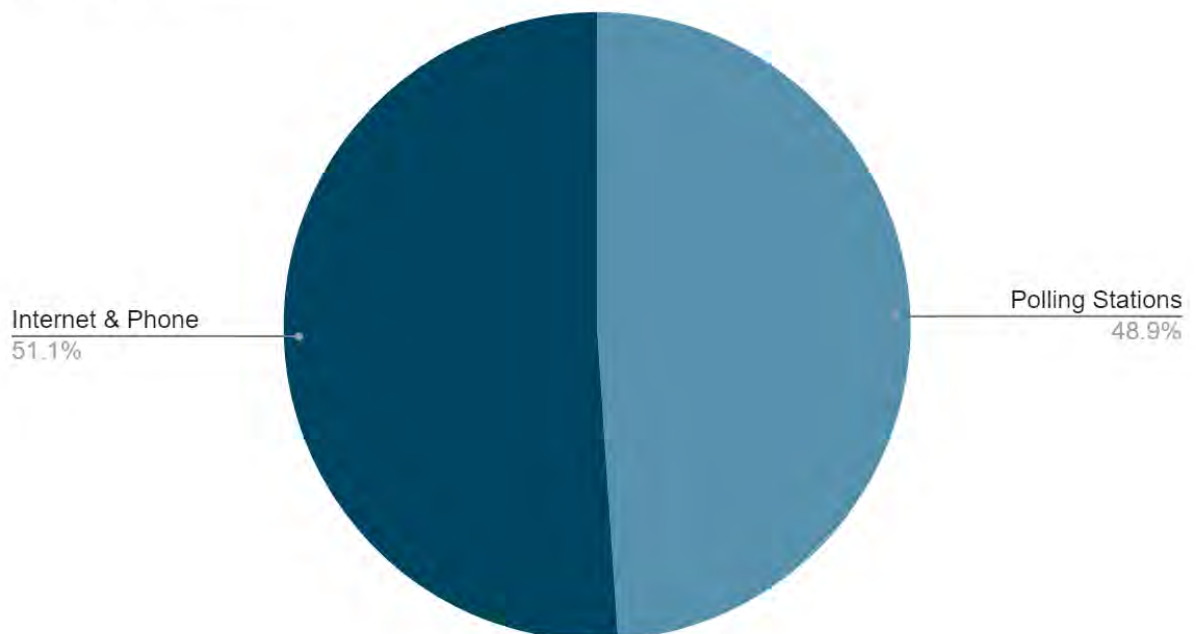
The survey results are as follows:

- Total number of surveys completed was 43 (34 online, 9 paper)
- Majority of the surveys were completed by people aged 37 years and older
- The results for which method were extremely close with Internet/Telephone taking a slight lead

Age



Voting Method



- Comments submitted showed concern with the unknown of internet/telephone for security and internet access

Staff look to Council for direction on the method for the 2022 election. If Internet/Telephone voting is desirable, then the next step would be to issue an RFP. If voting by ballot and tabulators is desirable, staff will move forward with procuring the rental of tabulator equipment.

ATTACHMENTS

Attachment 1 – 2022 Election RTC

Attachment 2 – 2018 Election Follow Up RTC

REPORT TO COUNCIL

Meeting Date: 02/11/2021

Report Number: 2021-CLK-025

Presented by: Meagan Elliott

Department: Corporate Services

REPORT TITLE

2022 Municipal Election

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CLK-025 entitled “**2022 Municipal Election**” be received, and

THAT this report be referred to the November 16, 2021 Regular Meeting of Council for a decision.

BACKGROUND

Municipal and School Board Elections are currently held every 4 years; 2022 is the next election year. The *Municipal Elections Act* outlines timelines to be followed when preparing for an election. In November 2020, the following amendments were made to the *Act* in light of the COVID-19 pandemic:

- changing Nomination Day from the fourth Friday in July to the third Friday in August;
- changing the timeline for passing a by-law authorizing the use of voting and vote-counting equipment or alternative voting method from May 1st the year before an election to May 1st the year of an election;
- changing the timeline to establish procedures and forms for voting and vote-counting equipment and alternative voting methods from December 31 in the year before the year of the election to before June 1 in the year of the election; and
- removal of ranked ballot voting.

Currently, by-law 06-031 is in effect to utilize optical scanning vote tabulators as was carried out for the 2018 election. If Council wishes to utilize an alternative method of voting for 2022 (such as internet and telephone), a by-law must be passed by May 1, 2022 stating the alternative method.

RATIONALE

When considering options in which an elector can cast a ballot, there are a number of methods that can be considered. These include:

- Traditional paper ballot marked by hand at a polling station, with votes manually counted
- Traditional paper ballot marked by hand at a polling station, with votes counted by the use of a tabulator (current method)
- Paper ballot provided by mail to electors that is mailed back to the municipality, with votes counted by the use of a tabulator
- Vote-by-Mail
- Internet and Telephone voting
- Mix of any of the above

The various advantages and disadvantages of each method are summarized below:

1. Paper Ballots with Manual Count

How it Works

The default election method contemplated under the Act is paper ballots with manual counting by election officials. Elections take place at advance polling station(s), and at polling stations on election day. Voters mark their ballot and drop it into a secure ballot box staffed by election workers and/or volunteers. Upon the close of polls, ballots are counted by volunteers and/or staff.

Voting Method	Pros	Cons
Traditional Paper Ballot (Hand Count)	<p>Accessible and familiar to residents</p> <p>Voter verification through ID requirement</p> <p>No risk of technology related interruptions or delays</p>	<p>Expensive due to extensive staff resources to oversee polling stations</p> <p>Potentially disenfranchises non-resident electors</p> <p>Manual count of votes can be time consuming</p> <p>If pandemic is ongoing, complexities with maintaining COVID-19 protocols</p>

2. Traditional Paper Ballot with Tabulator

How it Works

Elections take place at advance polling station(s), and at polling stations on election day. Voters mark their ballot and insert it into a tabulator that records their vote on an internal memory card. The vote tabulating equipment keeps a running total of votes cast, and this total is maintained on the memory card, stored in the vote tabulating unit at each voting location. The results at each voting location are then combined and tabulated to produce the final results.

Voting Method	Pros	Cons
Traditional Paper Ballot (Tabulator)	<p>Accessible and familiar to residents</p> <p>Voter verification through ID requirement</p> <p>Use of electronic tabulators allows for fast and reliable results following close of polls</p>	<p>Expensive primarily due to staff and/or volunteer resources to oversee polling sites.</p> <p>Use of tabulators does not greatly reduce costs.</p> <p>Potentially disenfranchises non-resident electors.</p> <p>Should pandemic still be an issue, this method would create complexities with regards to maintaining COVID-19 protocols</p>

3. Vote By Mail

How it Works

This method of election is typically used by rural municipalities where electors would otherwise be required to travel some distance to vote at a polling station. In a vote-by-mail method, every elector on the Voters' List is mailed a voting package which includes a return envelope, declaration form, ballot and ballot secrecy envelope. The elector marks their ballot and places it in the ballot secrecy folder, signs the voter declaration and returns both documents by mail, or in person, in the return envelope to the Municipality's Election Centre by the specified date. After the specified date, mail-in ballots are dropped off at the Municipality's Election Centre or other designated location as identified in the Clerk's Procedures. Ballots which have been mailed in or dropped off are counted either manually or using optical scan vote tabulators after the polls close on Voting Day.

Voting Method	Pros	Cons
Vote by Mail	<p>Increased accessibility, voter participation, and voter convenience.</p> <p>Elimination of proxy voting and advance polls.</p> <p>Greater accuracy and prompt election results</p> <p>Less costly alternative to traditional internet polls</p>	<p>Increased processing time by election officials</p> <p>Timeframe required from mail out of ballots to return of ballots, and postal service disruptions.</p> <p>Errors can occur in the mail distribution process</p>

4. Internet and Telephone Voting

How it Works

Internet voting is often available as part of a voting online platform that also includes a telephone voting option. This means that voters could mark their ballots using a computer, tablet or mobile device, or by selecting options over the phone. As such, internet and telephone voting are often offered together as one voting method.

In the lead up to the election, each elector is mailed a personal voter notification letter containing voting instructions as well as:

- (a) A voter ID number;
- (b) A unique voter PIN; and
- (c) The URL and telephone number used to vote.

During an election where internet and telephone voting is used, a voter notice is mailed that includes a Personal Identification Number (PIN) and instructions to access either the website or telephone number to cast their vote. During the voting period, an elector can register to use the online voting system that has an authentication process by using the PIN provided to make their selections regarding their preferred candidates to cast their vote. If utilizing telephone voting, the elector would call the provided telephone number and would be prompted using verbal instructions through an authentication process, including the PIN provided and navigate through the ballot to cast their vote.

Voting Method	Pros	Cons
Internet Voting/Telephone Voting	<p>Convenient and fast for electors.</p> <p>Widely accessible</p> <p>Secure method that allows electors to cast their ballot online anywhere with internet access using a number of devices, or by landline or cell phone.</p> <p>Extended time period for voting – not just 1 day with advanced polls – could be a 10 day period</p> <p>Unintentionally spoiled ballots are not possible</p> <p>Election results available immediately upon close of polls</p> <p>Little or no additional staffing required</p> <p>Eliminates the need for proxies</p> <p>Should pandemic still be an issue, this method would create the fewest complexities with regards to maintaining COVID-19 protocols.</p>	<p>Some electors may not have access to internet or the necessary technology</p> <p>Some voters may not have full confidence in an internet and telephone voting system and may be concerned with the security of the internet including voter fraud, security breaches or other challenges or issues to controvert an election</p>

The option recommended by staff for the 2022 election is to implement internet/telephone voting. This option will maximize accessibility for residents, ensure ability to conduct the election safely in consideration of potential COVID-19 restrictions, and is the option the Clerk has experience and familiarity.

OTHER ALTERNATIVES CONSIDERED

Any of the listed methods can be utilized as per Council's direction.

FINANCIAL CONSIDERATIONS

There are funds budgeted each year to be put aside for elections. The Election Reserve currently has a balance of \$21,000. It is hard to give a firm answer on what the exact costs would be with either method for 2022. When looking at the financials for the 2018 election, it appears to be around \$25,000. If the desire is to implement internet and telephone voting, a Request for Proposal would be issued for voting services and determined then. Generally, the cost is associated to the number of voters and a cost for utilizing their software / services.

RELATIONSHIP TO STRATEGIC PRIORITIES

Engage constituents in decision making

Improve accessibility

Shifting to eliminating paper based records

ACCESSIBILITY CONSIDERATIONS

If internet/telephone voting is desirable, staff would set up a “help center” during the voting period where residents can come to Town Hall in person to have assistance with voting. Staff would plan to visit the Long Term Care Homes with electronic devices to assist the residents on site.

CONSULTATIONS

Treasury

Previous internal election workers

City of Sarnia

City of Temiskaming Shores

ATTACHMENTS

Attachment 1 – By-Law 06-031

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW 06-031

A By-Law to authorize
the use of optical scanning vote tabulators
at Municipal Elections

WHEREAS Section 42 of the Municipal Elections Act, 1996 provides that the council of a municipality may, by bylaw, authorize the use of optical scanning vote tabulators for the purpose of counting votes at municipal elections;

AND WHEREAS the council of the Corporation of the Town of Kirkland Lake considers it desirable to pass such a bylaw;

BE IT ENACTED AND IT IS HEREBY ENACTED as a bylaw of the Corporation of the Town of Kirkland Lake by the council thereof as follows:

The Council of the Corporation of the Town of Kirkland Lake hereby authorizes the use of optical scanning vote tabulators for the purpose of counting votes at municipal elections.

This bylaw shall come into full force and take effect as of the date of its passing

READ a first, second and third time this 20th day of June 2006 enacted and passed.

William (Bill) Enouy, Mayor

Don Studholme, Director of Corporate
Services/Clerk

REPORT TO COUNCIL

Meeting Date: 11/2/2018	Report Date: 11/6/2018
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input checked="" type="checkbox"/> High <input type="checkbox"/> Low Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Jo Ann Ducharme	Department: Administration

Report Title

Post-Election Update

Recommendations

That Council consider and pass Bylaw 18-132 Ratifying the 2018 Election Results

Budget Implications

Each year in the budget money is put towards the municipal elections. The cost of running an election is approximately \$15,000.

The 2018 recount was at a cost of approximately \$500.

Background

This was the 4th election the Town has utilized the electronic vote tabulators for ballot counting.

We held 3 advanced poll dates, Wednesday evening and Saturday at the Legion in KL; a Thursday afternoon/evening in Swastika.

There were 6010 eligible voters on the list. 2651 voters cast ballots. This equals a 44% turnout – higher than the provincial average of 37% (according to AMO).

Because of the automatic recount policy, there was a recount for the 6th and 7th position councillors; which were less than 1% of votes cast between them. The results remained the same as the original count.

Options / Discussions

Items of concern from this election to be considered for 2022:

1. Amendment to Election Sign Bylaw – size of signs on public property
2. Amendment to Recount policy – 1% is quite a high number; amend to 10 votes or less AND unsuccessful candidate/scrutineer must attend recount
3. Logistics of venue – unobstructed entrance to the voting place

-
4. Designated area behind voting machines for scrutineers
 5. More advanced education concerning additions to the voters list
 6. More education to non-resident owners of corporate businesses who are ineligible to vote
 7. Ovals on the ballot need to be more clearly defined

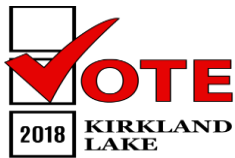
Overall, the entire election process ran very smoothly. Wait times were at the most 10 minutes. Many thanks to all of the election workers; and especially to Town employees who gave up time from their own desks/jobs: Ryan Dagelman, Shawna Ducharme, Katelyn Guertin, Pamela MacDonald-Wolk and Stella Williams.

Other Departments Consulted and Affected

Attachments

2018 Election Results

CAO Comments



October 22, 2018

	October 3	October 11	October 13	October 22 #1	October 22 #2	Total	Percentage of Votes	Total votes/office	Vote Difference	# of votes to have a recount	Percentage Difference	Percentage for Recount
Mayor:								2595		26		1% or Less
1 KIELY, Pat	240	70	225	648	692	1875	72.3%					
2 MORGAN, Todd	86	33	63	271	267	720	27.7%		1155		44.5%	
# of Votes per poll	326	103	288	919	959	2595						
Council:												
1 IVANOV, Eugene	201	69	172	561	540	1543	11.8%	Total votes/office	Vote Difference	# of votes to have a recount	Percentage Difference	Percentage for Recount
2 OWEN, Rick	228	60	189	509	514	1500	11.4%					
3 WIGHT, Stacy	198	44	168	512	565	1487	11.3%					
4 ADAMS, Patrick	187	50	156	503	571	1467	11.2%					
5 PERRIER, Dennis	134	59	124	440	445	1202	9.2%					
6 OWENS, Casey	140	37	118	382	412	1089	8.3%					
7 SHABA, Lad	145	47	115	375	378	1060	8.1%	13116		131		1% or Less
8 MONERY, Bill	96	29	107	322	333	887	6.8%		29		0.2%	
9 BREAU, Albert	97	28	90	303	320	838	6.4%		202		1.5%	
10 SNOWDON, Andrew	104	40	85	268	282	779	5.9%		251		1.9%	
11 ROMAN, Jim	85	34	81	238	252	690	5.3%		310		2.4%	
12 ROMAIN, Michael	30	12	36	116	145	339	2.6%		399		3.0%	
13 BELANGER, Rheal	31	7	22	87	88	235	1.8%		750		5.7%	
# of Votes per poll	1676	516	1463	4616	4845	13116			854		6.5%	

# of Voter's casting Ballots per poll	332	104	292	947	976	2651
# of Eligible Voters:	6010					
# of Actual Voters:	2651		% of Turnout			44.11%
Eligible voters = the amount on list (5807)PLUS additions completed on October 22.						
Voters as per list	5807					
# of Additions on Voting Day	211					
# of deletions on Voting Day	8					
	6010					



MEMORANDUM TO COUNCIL	
Meeting Date: 16/11/2021	Memorandum Number: 2021-CLK-026M
Presented by: Meagan Elliott	Department: Corporate Services

Memorandum Number: 2021-CLK-026M

Department: Corporate Services

MEMORANDUM TITLE

RECOMMENDATION(S)	
<p>1. The Board of Directors should approve the proposed amendments to the Charter of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>2. The Board of Directors should approve the proposed amendments to the Bylaws of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>3. The Board of Directors should approve the proposed amendments to the Articles of Incorporation of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>4. The Board of Directors should approve the proposed amendments to the Articles of Association of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>5. The Board of Directors should approve the proposed amendments to the Articles of Partnership of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>6. The Board of Directors should approve the proposed amendments to the Articles of Organization of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>7. The Board of Directors should approve the proposed amendments to the Articles of Incorporation of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>8. The Board of Directors should approve the proposed amendments to the Articles of Association of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>9. The Board of Directors should approve the proposed amendments to the Articles of Partnership of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p> <p>10. The Board of Directors should approve the proposed amendments to the Articles of Organization of the Corporation, including the changes to the Board of Directors' composition and the Board of Directors' powers and responsibilities.</p>	

BE IT RESOLVED THAT Memorandum Number 2021-CLK-026M entitled **“Land Acknowledgment”** be received.

THAT staff be directed to insert the following language on the top of Council agendas:

"We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki ᐱᓂᓴᓇᑲᓄᓐ, Cree, and Omàmiwininiwag (Algonquin) peoples and other Indigenous peoples whose presence continues to enrich our vibrant community today. We recognize and offer our gratitude for their care and teachings about the earth and culture, we honour those teachings through our interactions today and every day hereafter. We thank them for sharing this land with us. We commit to ongoing learnings about how cultural identity is celebrated, represented and honoured as well as the inclusion of indigenous perspectives through action. Miigwetch – Thank you.", and

THAT staff be directed to include an educational piece in an upcoming weekly newsletter to staff to outline the importance of the usage of this land acknowledgement.

BACKGROUND

At the October 19, 2021 Regular Meeting of Council a motion was passed to have staff include a land acknowledgement on top of Council agendas as soon as the appropriate language was agreed upon by all parties.

RATIONALE

This memo is being presented to Council to approve the wording of a land acknowledgment to utilize on Council agendas. Through staff's research, it has been found that the indigenous community would rather not be engaged for approval of the

We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki ᐱᓂᓴᓇᑲᑦᑭᐩ, Cree, and Omàmiwininiwag (Algonquin) peoples and other Indigenous peoples whose presence continues to enrich our vibrant community today. We recognize and offer our gratitude for their care and teachings about the earth and culture, we honour those teachings through our interactions today and every day hereafter. We thank them for sharing this land with us. We commit to ongoing learnings about how cultural identity is celebrated, represented and honoured as well as the inclusion of indigenous perspectives through action. Miigwetch – Thank you.

ATTACHMENTS

Attachment 2 - https://brainxchange.ca/Public/Special-Pages/BSO/Files/Land-Acknowledgement/BSO_LandAcknowledgement2021-July23.aspx

Attachment 3 - <https://land.codeforanchorage.org>

MEMORANDUM TO COUNCIL

Meeting Date: 16/11/2021

Memorandum Number: 2021-FIN-008

Presented by: Shawn LaCarte

Department: Corporate Services

MEMORANDUM TITLE

Disposal of Surplus, Unclaimed and Scrap Items

RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2021-FIN-008 entitled “**Disposal of Surplus, Unclaimed and Scrap Items**” be received,

THAT the Disposal of Surplus, Unclaimed and Scrap Items Policy is hereby approved, and

THAT staff be directed to insert this policy into the Corporate Policy Manual.

BACKGROUND

To identify the proper procedures for disposing of items declared as surplus to the needs of the municipality.

RATIONALE

Section 270(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality shall adopt and maintain policies with respect to the procurement of goods and services, which includes disposal. The Town of Kirkland Lake’s surplus, unclaimed and scrap items are to be disposed of in as a sustainable manner as possible, with consideration to the best opportunity to maximize revenue

ATTACHMENTS

Attachment 1 – Disposal of Surplus, Unclaimed and Scrap Items Policy

POLICY	
Policy Number:	Date Approved:
Department:	Date Reviewed:
Disposal of Surplus, Unclaimed and Scrap Items	

1) **Policy Statement**

Section 270(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality shall adopt and maintain policies with respect to the procurement of goods and services, which includes disposal. The Town of Kirkland Lake's surplus, unclaimed and scrap items are to be disposed of in as a sustainable manner as possible, with consideration to the best opportunity to maximize revenue.

2) **Purpose**

To identify the proper procedures for disposing of items declared as surplus to the needs of the municipality.

3) **Scope**

The municipality may deem items owned by or in the legal possession of the municipality as surplus and eligible for disposal if they are: a) obsolete b) replaced c) worn out d) too costly to maintain; e) no longer used; or f) unclaimed items.

4) **Definitions**

"Appraisal" means a written opinion of market value prepared by a person having appropriate credentials and experience, including staff.

"Asset", "Assets" "Surplus Assets" "Items" means any physical material item(s) in legal possession of the municipality that could be described as heavy equipment, tools, vehicles, maintenance equipment, used materials, office furnishings, surplus parts or supplies, etc. with the exclusion of lands and buildings owned by the municipality.

"CAO" means the person appointed as the CAO for the Town of Kirkland Lake or their duly authorized representative or designate.

"Council" means the elected officials of the Town of Kirkland Lake.

“Director of Corporate Services” means the person appointed as the Director of Corporate Services for the Town of Kirkland Lake or their duly authorized representative or designate.

“Disposal” means the removal of an item from the municipality’s inventory by sale, donation, destruction or other means.

“Employee” means a current full-time or part-time employee of the Town of Kirkland Lake.

“Fair Market Value” is the price of an asset when both buyer and seller have reasonable knowledge of the asset and are willing and not pressured to trade. It is established at the discretion of the Director of Corporate Services or their designate, based on the sales of comparable assets in the open marketplace.

“Notice” means notice to the public in accordance with this policy.

“Person” means an individual or a corporation and the successors, heirs, executors, administrators, or other legal representatives of a person to whom the context may apply according to law.

“Sale” includes a lease of 21 years or longer.

“Scrap” means equipment or material that is considered waste to be disposed of through destruction or recycling.

“Town” means the Corporation of the Town of Kirkland Lake.

“Unclaimed Items” means lost and unclaimed property left on municipal property or in municipal care for more than 30 days.

5) Policy & Procedures

General Direction

- 1) The Town will dispose of all surplus, unclaimed and scrap items in a manner which minimizes the environmental impact and maximizes the financial return to the Town and fully complies with any environmental and safety issues.
- 2) Department Directors shall be responsible for ascertaining if items possessed by their Department are obsolete or irrelevant to their requirements.
- 3) Directors shall give notice of unwanted items to other departments prior to disposal, to ensure that the asset is not required by another department.
- 4) Items that are not claimed for use by another department shall be reported to the Chief Administrative Officer or their designate. The CAO or their designate shall determine the process that shall be utilized to dispose of the item.

- 5) Items with little or no market value (including recycling market value) are to be destroyed/disposed of in a safe and environmentally acceptable manner.
- 6) For disposal of computer equipment and office equipment, all hard drives/memories must be certified as cleared of Town information by the Municipal Information Systems Coordinator or their designate prior to disposal.
- 7) Disposal of items at no cost to businesses or individuals is prohibited when the items have a reasonable market value.
- 8) All transactions are cash based only; deferred payments, trades etc. are not accepted.
- 9) Items are disposed of “as is and where is” with no further liability on the part of the Town and purchasers must be made aware of these conditions.
- 10) Items will be disposed of on a “First Come, First Served” basis. Items may not be pre-ordered or otherwise attributed to an organization.
- 11) Disposal of tangible capital assets in accordance with this policy must follow the Town’s Tangible Capital Asset Policy, Section 5. This includes the completion of a ‘Disposal/Out of Service’ form which must be forwarded to the Treasury Department.
- 12) Revenue from the sale of surplus, unclaimed and scrap items shall be credited to the appropriate account.
- 13) Notice of items intended for disposal shall be advertised at a minimum on the Town’s website and social media platforms.
- 14) The Town may dispose of items directly by way of posting a listing of items for ten (10) day period on the Town website. The listing shall include, at minimum, a description of the item; a photograph if possible; a time and place for viewing; details of staff person to contact; and a minimum bid price. Offers to purchase shall be submitted by way of sealed bids.
- 15) Optional disposal methods include:
 - Advertising on local and regional buy/sell/trade sites, with the traffic directed to the Town website.
 - Third party or online auctions and resale sites.

- Direct sale to another municipality, organization or individual where it is deemed fair market value is being received.
 - Dismantling for partial sale.
 - Other means, if any, as determined by the CAO depending on the asset.
- 16) In the event that no offer is received in response to offers of sale within ten days, the CAO or their designate may accept any subsequent offer to purchase deemed to be in the Town's best interest.
- 17) For usable items with an estimated individual value of \$1,000 or less, the surplus asset may be disposed of by providing it to an interested school or non-profit corporation, association, or entity at no cost thereto.
- 18) The municipality shall post notice of this clause annually on the Town's website and social media platforms and invite interested school or non-profit corporation, association, or entity to register with the municipality in order to receive future email notices of upcoming disposal events.
- Items will be posted on the Town's website and advertised on the Town's social media platforms for ten (10) days. Transactions will be limited to school or non-profit corporation, association, or entity during this ten-day period.
 - The listing shall include, at minimum, a description of the item; a photograph if possible; a time and place for viewing; details of staff person to contact.
- 19) For usable items with an estimated individual value in excess of \$1,000 intended for disposal to the general public, the CAO or their designate will determine the method of disposal (i.e. via Town site or optional disposal methods identified in N0. 14 above) that will maximize the revenue potential.
- 20) For usable items with an estimated individual value in excess of \$5,000, staff will complete an appraisal based on a comparative assessment of similar items listed for sale geographically within Ontario or on a trade site. The results of the appraisal shall be provided to the CAO or their designate, and a minimum bid shall be established.
- 21) When scrap material is available for disposal, the relevant Department Director, after determining the value and possible alternate uses of the scrap material, may dispose of the material by:

- General advertising to secure sealed bids. Notice shall be advertised at a minimum on the Town's website and social media platforms.
- Third party or online auctions and resale sites.
- Direct contact with the appropriate dealers to view the scrap and submit offers to purchase.
- Other methods as deemed appropriate.

Exclusions and Prohibitions

- 1) Council may approve an alternate disposal process from those identified in this policy especially as it may relate to unique opportunities or emergency situations.
- 2) Land is excluded from this policy.
- 3) Surplus, unclaimed and scrap items cannot be sold to any member of Council or employee of the Corporation or to a sibling, spouse or child of any member of Council or an employee of the Corporation, unless the offer to purchase is received through a sealed bid.

6. Summary

This policy identifies the proper procedures for disposing of items declared as surplus to the needs of the municipality. Any decision to dispose of surplus items must be implemented in accordance with this policy and will be guided by the Corporations strategic plan and any applicable legislative requirements.

MEMORANDUM TO COUNCIL

Meeting Date: 16/11/2021

Memorandum Number: 2021-FIN-007

Presented by: Shawn LaCarte

Department: Corporate Services

MEMORANDUM TITLE

Tax Billing and Collection Policy

RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2021-FIN-007 entitled “**Tax Billing and Collection Policy**” be received, and

THAT the Tax Billing and Collection Policy is hereby approved; and

THAT staff be directed to insert this policy into the Corporate Policy Manual and upload it to the Town’s website.

BACKGROUND

An Area of Focus under the ‘Achieve Sustainable Operational Excellence’ pillar in the Town’s Strategic Plan is ‘Policy Development & Implementation’.

Action Item Number OE-30 in the Town’s Strategic Plan is ‘Develop and Implement a Tax Collection Policy’.

RATIONALE

As tax arrears steadily increase, staff and Council have mutually expressed their preference for a Tax Billing and Collection Policy.

The scope of this policy includes the provision of “...direction to staff regarding the timely and efficient billing and collection of property taxes and any amounts added as taxes for collection...”

The guiding principles for this Policy are to ensure that:

- legislative requirements are met;
- there is fairness to all taxpayers; and

- the overall best interests of the Town are met.

Billing and Collection policies for Waterworks/Wastewater and for Other Receivables will be forthcoming.

ATTACHMENTS

Attachment 1 – Tax Billing and Collection Policy

POLICY	
Policy Number:	Date Approved:
Department:	Date Reviewed:
Tax Billing and Collection Policy	

1. Policy Statement

To establish a policy for the prompt, effective and efficient billing and collection of property taxes.

2. Purpose

The purpose of this policy is to establish the responsibilities, internal controls, authorizations and procedures for the timely, accurate and efficient preparation and collection of property taxes.

3. Scope

This policy:

- provides direction to staff regarding the timely and efficient billing and collection of property taxes and any amounts added as taxes for collection. Municipal staff and Council shall reference this document when communicating with the public regarding property taxes;
- will conform to current legislation and the *Municipal Act, 2001*. Where this policy contradicts legislation of the Province of Ontario or the Government of Canada, the legislation shall be followed;
- will not apply to the waterworks/wastewater billing and collection process which will be covered under a separate Waterworks/Wastewater Collection Policy. However, when outstanding waterworks/wastewater balances are transferred to the tax roll, this policy will apply to those amounts that have been added; and
- shall be reviewed on a regular basis. Amendments may be made at any time at the recommendation of the Treasurer. The appropriate authority must approve any policy changes.

4. Procedures

In order to ensure the prompt, effective and efficient billing and collection of taxes to meet the budgetary expenditures for the fiscal year, the following procedures will be addressed in this policy:

- A. Tax Billings
- B. Payment Options and Methods of Payment
- C. Payment Application
- D. Issuance of Payment Receipts
- E. Penalty and Interest Charges (Late Payments)
- F. Tax Arrears – Collection Methods and Payment Incentives
- G. Miscellaneous
- H. Reporting Standards

A. Tax Billings

The authority to levy taxes is provided in Section 312 of the *Municipal Act, 2001*.

Tax levying by-laws passed by Council are required in advance of interim and final tax billings.

As provided in the *Municipal Act, 2001*, each property owner identified on the returned assessment roll shall be mailed an interim tax bill. The interim bill shall represent up to fifty percent (50%) of the previous year's taxes billed and be payable in two (2) instalments.

After completion of the annual budgetary process and the setting of tax ratios and rates, a final bill shall be mailed to each property owner identified on the returned assessment roll. The final tax bill shall be the levied taxes for the year less the interim bill and is payable in two (2) installments.

Supplementary tax billings are issued throughout the tax year as Supplementary and Omitted Assessment Rolls are provided to the Town by the Municipal Property Assessment Corporation (MPAC). These rolls represent:

Omissions – allow for the taxation of real property that has been omitted from the returned tax roll. This provision allows for taxation in the current year, plus an additional two (2) preceding years. The applicable tax rates for the effective years will be applied.

Additions – allow for the taxation of assessment that has increased in value or has been added after the return of the last revised roll. These taxes apply only to the current taxation year.

Tax bills issued will meet all of the requirements of Section 343(2) of the *Municipal Act, 2001*. Any arrears are included solely in the first instalment amount on each bill.

Where allowed by legislation, and where available, provision of tax bills, arrears notices, and other related correspondence may be provided electronically.

Tax bills must be mailed at least 21 calendar days prior to the first due date in accordance with Section 343 of the *Municipal Act, 2001*. Specific due dates will be identified in both the Interim and Final levy by-laws for the municipality.

A mortgage listing of roll numbers, taxes due and owing and the due dates, in standard format, will be provided to each mortgage company who has provided the municipality with notification that they hold an interest in a particular property.

B. Payment Options and Methods of Payment

Payment of taxes must be received by the municipality at Town Hall on or before the due date. The following are the available methods of payment:

- Cheque made payable to the Town of Kirkland Lake and mailed to:

Town of Kirkland Lake
P.O. Box 1757
Kirkland Lake, ON P2N 3P4

If making payment by mail, the tax bill stub should be included with payment.

- In person, at the counter (by cash, cheque, debit) or drop box at Town Hall at 3 Kirkland Street, Kirkland Lake, ON
- Through telephone or internet banking (using the nineteen digit roll number as the account number)
- In person at any chartered bank
- Post dated cheque(s) (held for deposit as they become due)
- Payments by a mortgage lender
- Other alternatives as approved by the Treasurer.

Third party cheques are not accepted. A cheque made payable to both the Town of Kirkland Lake and the property owner is not considered to be a third party cheque and will be accepted as payment.

When mailing a property tax payment, the taxpayer assumes the responsibility for the late payment charge if the payment is not received by the municipality by the due date.

Payments made by telephone or internet banking may not be received by the municipality for at least three (3) business days. Payments made using these

methods should incorporate sufficient time for the municipality to receive the payment by the due date.

Any cheques returned for any reason will be subject to a returned payment fee as set out in the Town of Kirkland Lake's current User Fees By-Law.

C. Payment Application

Payments are applied to outstanding property tax accounts in accordance with Section 347(1) of the *Municipal Act, 2001*. Any partial payment shall be applied first to any penalty or interest outstanding and then to any outstanding taxes starting with the oldest amounts outstanding.

Partial payments are not accepted where a Tax Arrears Certificate has been registered against a property, except where the Town has entered into an Extension Agreement. If payment is received, it will be returned or refunded as appropriate.

In the instance where a taxpayer has made a payment to the incorrect roll number or account number, or to their Utility account instead of the Property Tax account, he/she should contact the Tax Department as soon as the error is realized and request that the payment be transferred to the correct roll number/account. Penalties and interest will be waived if the Tax Department is informed within one (1) month of the error. If the error occurs on a second occasion for the account, the penalty and interest will not be waived and an administrative fee will be charged (as set out in the Town's current User Fees By-Law) in order to process the transfer of the funds.

D. Issuance of Payment Receipts

Upon attendance at Town Hall with payment of taxes, a receipt will be issued. There is no charge for this service.

If postdated cheques are submitted, no receipt will be issued as the cheques must be held for deposit until they become due. A confirmation of the receipt of cheques may be issued upon request.

Payments received by mail will not be issued a receipt. If a receipt is required, the entire tax bill must be submitted with payment along with a self-addressed, stamped envelope. If no envelope is submitted, the receipted bill will be held in a file for pick-up. There is no charge for this service.

For those properties that have a mortgage company interest registered on title, a mortgage listing is forwarded to the mortgage company for payment. Upon receipt of final payment, the paid tax bill will be forwarded to the taxpayer for their files. There is no charge for this service.

In the case where a property has been sold during the year, no receipt will be issued. When the property is sold, there is a calculation by the lawyers to determine

which portion of the taxes pertains to each property owner (old and new). The information in the tax system is based on the property as a whole and no breakdown is available to allocate to each property owner.

Should a taxpayer require a record of payment of his/her annual tax bill or require a duplicate statement for a previous year, a fee as prescribed in the Town's current User Fees By-Law will apply.

E. Penalty and Interest Charges (Late Payments)

Penalties and interest are charged at a rate of 1.00% (changing to 1.25% effective January 1, 2022) on the first day of default and the first day of each month thereafter on all property tax arrears in accordance with Town By-Laws and Section 345 of the *Municipal Act, 2001*. Penalty and interest will not be compounded.

Failure to receive a tax bill does not absolve a taxpayer from any taxes due or from penalties and interest added as a result of late payment. It is the taxpayer's responsibility to notify the municipality, in writing, of any mailing address changes. Section 343(6) of the *Municipal Act, 2001* identifies that property tax bills shall be sent to the taxpayer's residence or place of business or to the premises where the taxes are payable for unless the taxpayer directs the municipality otherwise in writing. The direction for the delivery of tax bills and/or any other applicable notices continues until it is revoked in writing by the taxpayer.

Any tax bill, arrears notice, or other related correspondence sent by ordinary mail is considered delivered to and received by the addressee unless the notice is returned by the post office or an error in the mailing address is proven. Failure to notify the municipality of a mailing address change in writing is not considered to be an error.

Penalty and interest charges added to taxes form part of such taxes and shall be collected as taxes. All collection actions taken against a property tax account shall include any and all outstanding penalty and interest charges.

Penalty and interest charges are only adjusted in accordance with:

- a) Tax appeal adjustments made under Sections 334, 354, 357 and 358 of the *Municipal Act, 2001*;
- b) Adjustments to the assessment roll made subsequent to roll close by MPAC through a Request for Reconsideration (RFR), Advisory Notice of Assessment (ANA) or Post-Roll Amended Notice (PRAN) or through a decision of the Assessment Review Board (ARB) or any other changes made as a requirement of the *Assessment Act*;
- c) Taxes adjusted in accordance with a decision of the Courts;
- d) Errors or omissions resulting in penalty and interest charges as a result of the Town's error or omission; or
- e) Circumstances deemed appropriate by the Treasurer and/or Tax Collector.

The amount of the penalty and interest charges cancelled is limited to the amount related to the tax reduction associated with a tax adjustment, change in assessment or Town error or omission.

F. Tax Arrears – Collection Methods and Payment Incentives

Property taxes are a secured special lien on land in priority to any other claim except a claim by the Crown.

The Town will primarily use the following methods to collect taxes in arrears:

- Arrears Notices
- Telephone Follow-Up / Personal Contact
- Payment Arrangements
- Set-Offs
- Form or Personalized Letters
- Title Searches / Notification of Interested Parties
- Rent Attornment
- Bailiff Action
- Municipal Tax Sales

Property taxes may be recovered, with costs, as a debt due to the Town from the original owner and/or any subsequent owner of the property.

The final resolution to clearing unpaid taxes two (2) or more years in arrears is through a tax sale of the property. This authority is provided to municipalities as per Part XI of the *Municipal Act, 2001* wherein it sets out the process for the “Sale of Land for Tax Arrears”. Prior to the commencement of tax sale proceedings, the following collection steps are available:

Arrears Notices

Past due notices will be sent for properties in arrears. Notices will not be sent in the months in which a tax billing is issued or in which there is a due date. At a minimum, past due notices shall be sent in the month of December. These notices will only be sent to taxpayers whose account(s) are over \$25.00 in arrears.

Telephone Follow-Up / Personal Contact

In addition to the mailing of arrears notices, telephone and/or personal contact may be attempted for taxpayers in arrears. Results of this contact will be documented and noted on the property tax account for future reference.

Payment Arrangements

Payment arrangements may be entered into with a property owner who is in arrears prior to the registration of a Tax Arrears Certificate. Payment arrangements must include all tax arrears, current taxes, accruing estimates of future taxes, penalties and interest and be sufficient to ensure that payment in full is realized by the end of the agreement term. Any payment arrangements made must specify the time schedule, method of payment and the amount of each payment.

A taxpayer would be considered to be in default of the established payment arrangements if a payment is not made or if it is returned by their financial institution. Once in default of the payment arrangement or no satisfactory payment arrangement can be made, the Town will proceed or resume other collection actions as set out in this policy including the registration of a Tax Arrears Certificate.

Penalties and interest will continue to accrue during all such payment arrangements until full payment on the account has been made. Payment arrangements will not include any forgiveness of penalties and/or interest. Post-dated cheques are to be obtained wherever possible. Payment arrangements should be documented and noted on property tax accounts for future follow-up and be specific in their agreed upon terms.

Set-Offs

Where a municipal supplier is also a taxpayer in default, the Town may set-off taxes owed by the supplier against a payment owed by the Town to that supplier. Wherever possible, this will be done through discussion with the taxpayer/supplier.

Form or Personalized Letters

Before an account is two (2) or more years in arrears, specific collection letters/notices are sent to property owners advising of the potential of tax sale proceedings. The letters/notices will request payment in full or offer the property owner the opportunity to make specific payment arrangements to clear the account. A letter/notice is sent prior to December 31st each year to each account that will be two (2) years in arrears as of January 1st of the following year.

All tax accounts two (2) years or more in arrears will be subject to collection proceedings which could lead to the "Sale of Lands for Tax Arrears" as provided by Part XI of the *Municipal Act, 2001*. If no payment or payment arrangements have been made by December 31st, a final letter will be sent advising the assessed owner of the effective date of tax registration if suitable payment arrangements are not met.

Title Searches / Notification of Interested Parties

When a property approaches two (2) years in arrears, a title search may be conducted to identify all outstanding encumbrances and parties with a registered interest in the property and to confirm that the owners shown on the tax roll are accurate. The Town could then provide information of the outstanding tax arrears to

all registered mortgagees shown on the property records of the Land Registry Office in an effort to secure payment before implementation of the tax sale process. This notice to interested parties advises that the Town intends to proceed with a tax sale and provides them with an opportunity to pay the arrears in order to protect their interest in the property.

Rent Attornment

Rent attornment is only available for tenant occupied properties and is provided for under Sections 350 and 351 of the *Municipal Act, 2001*.

A first notice is sent advising the owner that the account is in serious arrears and that if full payment or alternative payment arrangements are not made, the seizure of rent could take place. If full payment has not been received or payment arrangements made within thirty (30) days from the date of the first notice, a second notice will be sent advising the owner of the effective date that rent attornment will be implemented by the Town if full payment or payment arrangements have not been made.

When the taxes still remain unpaid thirty (30) days from the date of the second notice, a third notice will be sent to the tenants advising them to remit their rents to the Town as a result of the tax arrears.

The second and third notices will be sent by registered mail.

This is considered a severe action and should only be initiated after adequate notice.

Bailiff Action

The Town is authorized to utilize third party services, including a Bailiff, to expedite collection prior to registration of a Tax Arrears Certificate for residential realty tax accounts which are two (2) years or more in arrears and have received notice of such. Commercial, industrial and multi-residential properties may have the services of a Bailiff utilized at any time prior to the registration of a Tax Arrears Certificate in order to expedite collection.

Section 349 of the *Municipal Act, 2001* provides that taxes may be recovered with costs as a debt due to the municipality from the taxpayer originally assessed for them and from any subsequent owner of the assessed land or any part of it. When the services of a Bailiff are deemed appropriate to facilitate the collection of tax arrears, the Town may issue a notice called "Final Notice – Bailiff Collection" to property owners advising a "warrant to distrain" will be issued to a Bailiff in order that the outstanding taxes are collected.

The services of a Bailiff may include personal visitation to the property as an agent of the Town in an effort to collect or arrange settlement of the account in full with the property owner. Costs associated with this action are the responsibility of the property owner and are deducted by the Bailiff, in accordance with legislation, prior to the remittance of payment to the municipality. Once an account is forwarded to a

Bailiff for collection purposes, the property owner must deal directly with the Bailiff and make payments directly to the Bailiff. The Town will not accept payments from property owners in this case as it blurs the line of accountability and record keeping with respect to collection efforts and costs.

Municipal Tax Sales

i. Tax Registration

Tax registration should only be considered after all reasonable efforts to work with the taxpayer to make suitable arrangements have been attempted.

The Town will follow the procedures as set out in Part XI of the *Municipal Act, 2001* when the decision is made to implement the tax sale process.

The Town may use an external party/firm to process all required statutory notices as part of the tax registration process.

Prior to the commencement of the tax sale process, a Farm Debt Mediation Act “Notice of Intent to Realize on Security” will be sent to the registered property owner(s) as well as all other interested parties. This notification serves as final notice before a Tax Arrears Certificate Registration is completed. It provides the property owner with thirty (30) days to pay their tax arrears in full or enter into a firm, suitable arrangement with the Town. Otherwise, the Town will register a Tax Arrears Certificate against the property. Once registered, the Town will send a Notice of Registration of Tax Arrears Certificate to the property owner and all interested parties.

Once tax registration procedures commence, the property owner or interested party has one (1) year from the date of registration in which to redeem the property by paying the cancellation price which includes all taxes, interest and penalties outstanding plus all associated legal and/or administrative costs. No partial payments are allowed. If full payment is made, the Town will register a Cancellation Certificate (as defined by the *Municipal Act, 2001*).

ii. Extension Agreement

If requested within the redemption period, the Treasurer may enter into an Extension Agreement (as defined under Section 378 of the *Municipal Act, 2001*). If there is a breach of the Extension Agreement, the tax sale process recommences.

iii. Sale of Land

If the cancellation price is not paid, the *Municipal Act, 2001* provides that the property may be sold by sealed tender or public auction. The Town’s preference is by sealed tender. Public tenders will be conducted according to Section 379 of the *Municipal Act, 2001*.

To be eligible, bids must be at least equal to the advertised minimum tender amount (ie. the cancellation price).

Prior to submitting a tender, the onus is on the potential bidder to conduct his/her own inquiries into such matters as zoning, access, work orders, water/hydro and other arrears/building restrictions or title problems. The Town makes no representations whatsoever as to the quality and/or quantity of the land being purchased.

There is no requirement for the municipality to establish market value prior to the sale, provide any warranties with the property or provide vacant possession. The Town does not conduct tours or provide access to properties being sold under tax sale.

A separate tender must be provided for each parcel bid on and must be in the form provided. No substitutes can be accepted.

The tender must be accompanied by a deposit of at least 20% of the tender/bid amount by way of money order, bank draft or certified cheque payable to the Town of Kirkland Lake.

The successful tender is the highest bidder who has submitted a properly completed tender and who makes payment (by certified cheque, bank draft or money order) within 14 calendar days of being notified by mail of the balance of the amount tendered, the appropriate land transfer tax, the accumulated taxes, penalties and interest and HST (if applicable) to the Town.

If the highest bidder does not submit the remaining funds as described, then the highest bidder's deposit is forfeited and the land is offered in the same manner to the second highest bidder who then has 14 calendar days from the date of notification to remit the monies owing to the Town.

If two (2) bids of equal amount are tendered, then the person who submitted the earlier bid will be deemed to be the higher bid.

From the sale of proceeds, the Town retains sufficient funds to clear all outstanding taxes, penalties and interest and costs (total is considered to be the cancellation price). Any proceeds in excess of the cancellation price shall be paid into the Court, where any party having a claim may apply for a share of the surplus.

The Treasurer has the discretion to cancel a tax sale pursuant to Section 382(6) of the *Municipal Act, 2001*.

iv. Unsuccessful Tax Sale

If there is no successful tax sale, the Treasurer shall report to Council to suggest further actions that may be taken which may include registration of a notice of vesting.

G. Miscellaneous

i. Amounts Added to Tax Roll

Section 398 of the *Municipal Act, 2001* allows the municipality to place unpaid fees and charges owing to the municipality on to the property tax roll to which the services were provided regardless of who was in receipt of the said service. This allows non-tax debt to be added to the tax roll and collected in the same manner as municipal taxes.

ii. Minimum / Small Balance Write-Offs

Some accounts have balances remaining that are small enough that the additional cost of collection is not deemed worthwhile. The Treasurer or Tax Collector is authorized to approve such write-offs for outstanding amounts less than \$5.00.

iii. Tax Service Charges

Subject to annual review and Council approval, certain service charges may be levied on individual tax accounts in amounts set by Town By-Law. Reference should be made to the Town's current User Fees By-Law.

iv. Refunds and Credit Balances

From time to time, property tax accounts may experience credit balances for various reasons.

All refund requests must be made in writing to the Town of Kirkland Lake's Tax Collector. All requests will be thoroughly reviewed by staff before any cheque requisitions are produced.

No refund will be provided unless there is an overpayment on the account. All taxes owing, including those levied but not yet due, must be paid before a refund will be issued.

Prior to refunding any credits from the property tax account, the municipality will verify that all other debts with the municipality (utilities, miscellaneous accounts receivable, etc.) have been cleared prior to releasing a credit refund. The municipality reserves the right to transfer credits on property tax accounts to accounts with other debt.

Credits resulting from tax rebate programs will be applied to the property tax account against any outstanding taxes billed and owed. Any remaining credit will be left on the account and written notification will be sent to the property owners to advise them of the appeal's completion.

In cases of overpayments or misapplied payments to property tax accounts, the party requesting the refund must also submit proof of payment along with their refund request.

Tax and Assessment Appeal credits will be refunded in compliance with Section 341(2) of the *Municipal Act, 2001* which states that the municipality "...shall refund any overpayment to the owner of the land as shown on the tax roll on the date the adjustment is made...". Former owners of property applying to the Town for refunds of property taxes must obtain a written letter of authorization from the property's current owners before any funds can be released to them.

The municipality reserves the right to request any additional documentation as deemed necessary in order to facilitate the processing of a refund request.

v. Tax Certificates

Tax certificates will be issued upon written request and the submission of the requisite fee according to the Town's current User Fees By-Law.

H. Reporting Standards

The Tax Collector shall prepare a quarterly report for the Treasurer's and Council's information or as directed by Council with respect to tax collections, summarizing taxes levied and collected in the current year and outstanding property taxes from previous years.

5. Summary

The Treasurer has the authority to exercise discretion in the application of these policies where unusual circumstances are apparent. The guiding principles for this discretion shall be ensuring legislative requirements are met, ensuring fairness to all taxpayers, and that the overall best interests of the Town are met.

REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-FIN-006

Presented by: Sheri Matthews

Department: Corporate Services

REPORT TITLE

Appointment of Auditor

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-FIN-006 entitled “**Appointment of Auditor**” be received;

THAT Council hereby awards RFP-573-21 Audit Services to Baker Tilly SNT LLP; and

THAT staff be directed to present a by-law to appoint Baker Tilly SNT LLP for a five-year period, subject to annual review, in accordance with the terms of the proposal submitted by Baker Tilly SNT LLP dated November 4, 2021.

BACKGROUND

In accordance with Section 296(1) of the *Municipal Act, 2001*, a municipality shall appoint an auditor licensed under the *Public Accounting Act, 2004* who is responsible for annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit and performing duties required by the municipality or local board.

In accordance with 296(3) of the *Municipal Act, 2001*, an auditor of a municipality shall not be appointed for a term exceeding five years.

The Town of Kirkland Lake appointed Ross Pope LLP as its auditor for a five-year term expiring December 31, 2020 as per Bylaw 16-066. (Note: In February 2018, Ross Pope LLP merged with Grant Thornton LLP at which time Grant Thornton LLP assumed the Town’s audit in accordance with the terms of the Ross Pope LLP proposal.)

The Town’s auditor is engaged to express an opinion on the following:

- Consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake;

- Balance Sheet & Statement of Continuity of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards); and
- Sections A through F, Section I and Section O of the Long-Term Care Home Annual Report of Teck Pioneer Residence.

The initial Request for Proposal (“RFP”) was issued in September 2021. An e-mail was sent to six (6) firms in the Northeastern Ontario area to advise them that the RFP was posted on the Town’s website. No proposals were received in response to the initial RFP that closed on October 7, 2021. Feedback received from some of the potential proponents indicated that they currently lack the capacity/personnel to provide the services required in the RFP. This included the Town’s incumbent auditor.

The RFP was re-issued in October 2021. The RFP was re-posted on the Town’s website but was also posted on BIDDINGO (ie. a governmental contract portal).

RATIONALE

Three (3) proposals were received in response to RFP-573-21 that closed on November 4, 2021.

Evaluation criteria in the RFP included:

	Weight
Experience & Qualifications	40%
Proposal	30%
Financial	30%

An evaluation of the proposals was completed by the Procurement and Risk Management Coordinator, the Deputy Treasurer and the Performance Improvement Coordinator. The results of the evaluation were reviewed with the Director of Corporate Services.

The final evaluation scores are as follows:

FIRM	AVERAGE SCORE %
Firm A	98
Firm B	85
Firm C	72

The highest ranking proponent was Firm A.

The proponent recommended for Council's approval is Firm A.

This is a time sensitive report, therefore, a by-law is being presented tonight for all three readings in order to allow Firm A sufficient time to plan for the Town of Kirkland Lake's 2021 interim audit.

Please note: Firm A's proposal has not been attached to this Report due to the private/confidential nature of some of the information contained in the proposal.

OTHER ALTERNATIVES CONSIDERED

Council may choose not to award the RFP as recommended in this report.

Council may choose to award the RFP to one of the other firms that submitted a proposal.

FINANCIAL CONSIDERATIONS

Annual audit fees are budgeted as part of the operating budget process.

For the fiscal years 2021 to 2025, total audit fees, as quoted by Firm A, will amount to \$142,950 (excluding HST). This amount includes **audit fees** for the Municipal Corporation of the Town of Kirkland Lake, the Town's Trust Funds and Teck Pioneer Residence's Long-Term Care Home Annual Report.

In addition to the primary audit services, Firm A will, if/as required, perform services related to the **preparation of** the following:

- consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake;
- Balance Sheet and Statement of Continuity of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards);
- Financial Information Return (F.I.R.) of the Town of Kirkland Lake; and
- Long-Term Care Home Annual Report of Teck Pioneer Residence.

Quotes were provided by Firm A for the above mentioned additional services should they be required.

For comparative purposes:

- Total **audit fees** quoted by Firm B and by Firm C for the fiscal years 2021 to 2025 were each in excess of \$300,000 (excluding HST).
- Total **audit fees** quoted by the successful firm for the last five year term/appointment (ie. fiscal years 2016-2020) amounted to \$162,000 (excluding HST).

RELATIONSHIP TO STRATEGIC PRIORITIES

An Area of Focus under the 'Achieve Sustainable Operational Excellence' pillar in the Town's Strategic Plan is 'Find and Implement Efficiencies'.

ACCESSIBILITY CONSIDERATIONS

The Accessibility for Ontarians with Disabilities Act, 2005 was a consideration and formed part of the evaluation criteria.

CONSULTATIONS

Senior Management Team

Director of Corporate Services

Deputy Treasurer

Procurement and Risk Management Coordinator

Performance Improvement Coordinator

ATTACHMENTS

None

REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-DEV-055

Presented by: Jenna McNaughton

Department: Development Services

REPORT TITLE

Request to Purchase Municipal Surplus Land – Foss Road Allowance

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-DEV-055 entitled “**Request to Purchase Municipal Surplus Land – Foss Road Allowance**” be received, and

THAT staff be directed to prepare and present a By-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell the following properties:

- Part 1, 54R-6221 to Grover Adams for \$840.96
- Part 2, 54R-6221 to Gerald Antler for \$839.67
- Part 3, 54R-6221 to Suzanne Dumas for \$838.45
- Part 4, 54R-6221 to Normand Thibeault for \$861.70
- 3 McKelvie Avenue to Mubashar Hussain for \$8,900

BACKGROUND

In January 2020, Council agreed to sell a portion of the road allowance adjacent to 9 Foss Lane to Mr. Grover Adams. Council directed staff to draft a by-law to stop-up and close the road allowance and offer the abutting land to the adjacent property owners.

At the February 4, 2020 Council meeting, By-law 20-016 was passed to stop-up and close the laneway and declare the land as surplus. Letters were sent to the adjacent property owners advising that the adjacent land would be available for sale. The neighbours from 1 Foss Lane to 9 Foss Lane all submitted a request to purchase at the \$0.75 per square foot rate.

The process to complete this land sale had been delayed due to the global pandemic and lack of resources to conduct a survey for this land sale. The applicants were successful

with having a survey completed this past summer and are prepared to purchase their portion of land at the established rate of \$0.75 per square foot.

Staff received a request to purchase 3 McKelvie Avenue for \$8,900. The property was subject to a tax sale in November of 2019 at a total price of \$11,036.42. There were no successful bids received and the municipality vested the property with the intent to sell as surplus land. In 2020, an offer to purchase the property was received and approved at the sale price of \$10,000, however the applicant withdrew his offer prior to the finalization of the transaction.

RATIONALE

Since the area of land to be purchased has never been used as a road allowance, and the abutting properties access their land from Foss Lane, the municipality determined it does not require to retain the road allowance. The additional land being purchased is intended to be used as additional yard space.

3 McKelvie Avenue is a half lot with a building that has been vacant for several years. By selling this property there is opportunity for the building to be rehabilitated and contribute to the residential tax base. Removing the property from the municipal inventory and collecting building permit fees, taxes etc. is a positive step forward.

OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the land sale; failure to sell the property will most likely result in the demolition of the building, resulting in a financial burden to the taxpayers.

FINANCIAL CONSIDERATIONS

If the Town proceeds with the sale of surplus property, there would be revenue associated with each land sale along with annual revenues associated with taxes.

RELATIONSHIP TO STRATEGIC PRIORITIES

The Strategic Plan identifies a need to be fiscally responsible. Proceeding with the sale of surplus municipal land is fiscally responsible.

ACCESSIBILITY CONSIDERATIONS

Not applicable

CONSULTATIONS

Corporate Services, Treasury

ATTACHMENTS

Attachment 1 – 54R-6221

Attachment 2 – Location of 3 McKelvie Avenue

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPs AND ARE REFERRED TO UTM ZONE 17, NAD83(ORIGINAL).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
ORP A	5334775.74	572603.40
ORP B	5334678.34	572590.88
ORP C	5334675.04	572539.64
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
01019784086	5334614.64	572124.43
01019784087	5334652.93	572262.57
UTM ZONE 17, NAD83(ORIGINAL)		

SCHEDULE				
PART	STREET	PLAN	PIN	AREA (m ²)
1	PART OF FOSS ROAD	REGISTERED PLAN M-109 TIM.	PART OF PIN 61228-0756 (LT)	104.17
2				104.01
3				103.86
4				106.74

PARTS 1 TO 4 COMPRISE PART OF PIN 61228-0756 (LT).

PLAN 54R-6221

Received and deposited

August 20th, 2021

Joanne Mason

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

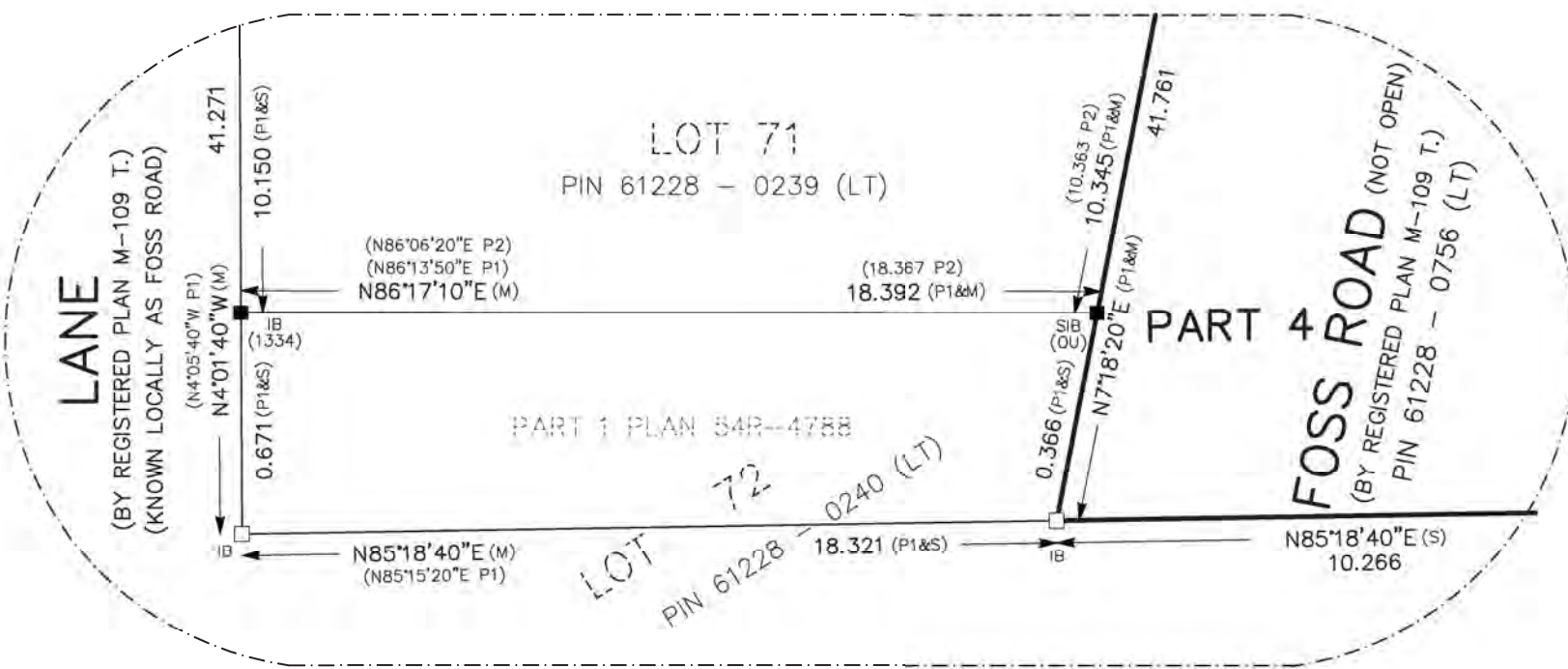
PLAN OF SURVEY OF
PART OF FOSS ROAD
REGISTERED PLAN M-109 TIM.
TOWN OF KIRKLAND LAKE
DISTRICT OF TIMISKAMING

SCALE 1 : 250 METRES



SURVEYORS ON SITE INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250 METRES.



DETAIL 'A'
NOT TO SCALE

LEGEND

■	MONUMENT PLANTED
■	MONUMENT FOUND
SIB	STANDARD IRON BAR
SSIB	SHORT STANDARD IRON BAR
IB	IRON BAR
M	MEASURED
S	SET
P1	PLAN 54R-4788
P2	REGISTERED PLAN M-109 T.
P3	PLAN TER-20
SC	H. SUTCLIFFE SURVEYING LTD.
1334	J.E. WALKER, O.L.S.
OU	ORIGIN UNKNOWN
DIST'D	DISTURBED

NOTES

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

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

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs. COSINE MONUMENTS HCM01019784086 & HCM01019784087 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(ORIGINAL).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
P1 - 0°43'40" COUNTER CLOCKWISE.
P2 - 0°51'40" COUNTER CLOCKWISE.
P3 - 0°35'00" COUNTER CLOCKWISE.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 16th DAY OF JULY, 2021.

AUGUST 17, 2021

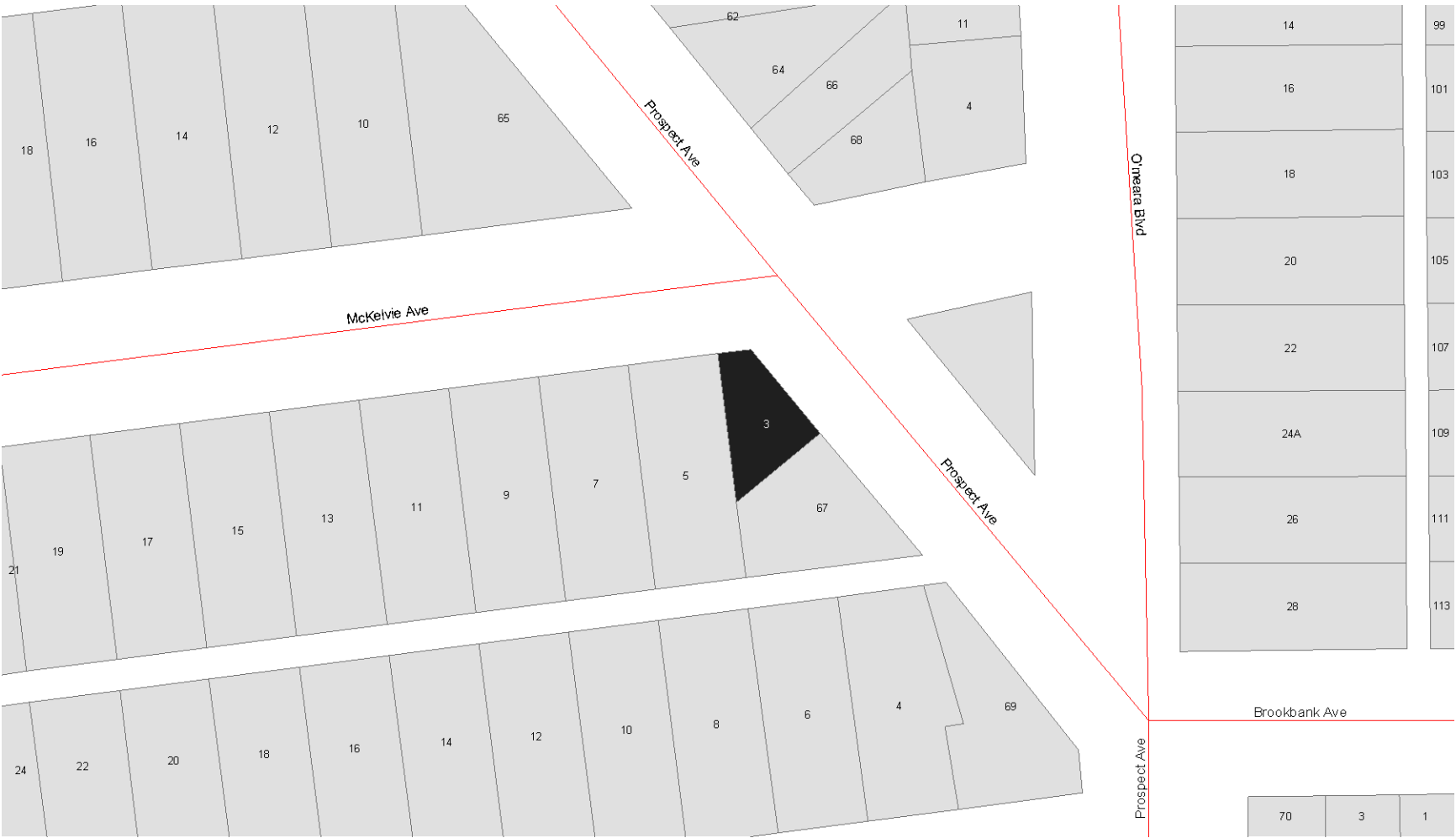
Ryan W. Seguin
RYAN W. SEGUIN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-14952.



17 WELLINGTON STREET
NEW LISKEARD, ONTARIO
POJ 1P0
705-622-0872
www.surveyorsonsite.com

DRAWN BY: BS	CHECKED BY: RWS	DATE: AUGUST 17, 2021	FILE: NL2021-082_RPLAN_v1
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REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-DEV-054

Presented by: Jenna McNaughton

Department: Development Services

REPORT TITLE

Easement Agreement over Part Parcel 5103CST

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-DEV-054 entitled “**Easement Agreement over Part Parcel 5103CST**” be received, and

THAT staff be directed to prepare and present a By-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an easement agreement with the owners of Part 5103CST including language to repeal by-law 83-61.

BACKGROUND

In 1983, Town Council approved an agreement for an easement over a portion of the property known as Parcel 5103CST for the purposes of installing a storm sewer line, water main and other public utilities. In preparation for the Swastika sewer project, staff reviewed the property file and title for Parcel 5103CST, which indicated that the original agreement was not registered on title. In addition, the legal description contained in the agreement describes a portion of land that the easement did not affect. Staff engaged a surveyor last year to create a reference plan identifying only the portion of land the easement would affect. Reference plan 54R-6179 was drafted and deposited at land registry in November of 2020. Staff have met with the owner of the land to review the draft agreement, and all parties are in agreement with the corrections.

RATIONALE

When the owner purchased the property in the 80's they were aware of the existing easement agreement. The agreement has simply been re-drafted in the updated template and includes a proper legal description. Staff have worked with the owners to ensure they are satisfied with the work being conducted in relation to the Swastika sewer project.

OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the easement agreement, however the existing agreement for 1983 would remain in effect. This is not recommended as the existing agreement contains material errors, as explained above.

FINANCIAL CONSIDERATIONS

There were costs incurred to complete a survey, which were captured in 2020. The agreement includes a consideration of \$1.00, as a financial consideration is required for these types of agreements. Since the agreement was already in place, the owner had no concerns with this. Any additional costs incurred to register the document on title, will be allocated to the Swastika sewer project budget.

RELATIONSHIP TO STRATEGIC PRIORITIES

Nil

ACCESSIBILITY CONSIDERATIONS

Nil

CONSULTATIONS

Director of Public Works

ATTACHMENTS

Attachment 1 – By-law 83-61

Attachment 2 – Draft Agreement

AGREEMENT made this ____ day of _____, 2021.

BETWEEN:

David and Susan Brown

Hereinafter called the grantor

AND:

The Corporation of the Town of Kirkland Lake,
In the District of Timiskaming

Hereinafter called the grantee

WHEREAS, the Grantor is the owner in fee simple of certain lands and premises situate, lying and being in the Town of Kirkland Lake, in the District of Timiskaming, more particularly described in Schedule "A" attached hereto and hereinafter referred to as the Schedule "A" lands.

AND WHEREAS the Grantee wishes to construct and repair a storm sewer line, water main and other public utilities, herein after called the "services", at all times in, over and upon part of the Schedule "A" land. The rights and easements reserved herein are to enure to and be appurtenant to and for the benefit of the head office of the Corporation of the Town of Kirkland Lake.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements therein contained and the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor (receipt whereby is hereby acknowledge by the Grantor) the Grantor doth grant unto the Grantee, its successors and assigns, an easement and right to enter upon the Schedule "A" lands by their servants, agents, contractors and workmen and assigns with such equipment and material as may be reasonable necessary for the purposes only of constructing and maintaining the services as particularly set forth below:

1. To construct, keep, operate, inspect and repair the services at all times in, over and upon the said property.
2. In consideration of the sum set out herein, the grantor covenants with the grantee not to erect any buildings or structures on the Schedule "A" lands, except as herein provided.
3. In consideration of the granting of the easement and rights the Grantee covenants with the Grantor as follows:
 - a. Not to erect any structures or buildings, or to build in any way upon the Schedule "A" lands, except as herein provided;
 - b. That in exercising any one or more of its rights referred to in paragraph one above at no time with the Grantor, its customers, patrons, invitees, agents or any person on its behalf, be deprived of access to and enjoyment of any of the facilities forming part of

the Schedule "A" lands and ingress thereto and egress therefrom excepting during construction of the services in the easement and at that time every reasonable effort shall be made to ensure free use by the Grantor;

- c. To use its best efforts not to interfere with the Grantor's use, enjoyment and operation of the Schedule "A" lands;
 - d. To comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the property;
 - e. Subject to provisions hereinafter contained to restore in a good and workmanlike manner the Schedule "A" lands upon completion of any work that may be undertaken by the Grantee to substantially the same condition as existed prior to such work, it being understood by the parties hereto that part or all of the Schedule "A" lands may be used by the Grantor for its own purposes and that the Grantee in the event of exercising any of its rights herein shall restore any paving and substrata and grassed areas of such lands and repair the same to as nearly the same condition as they were at the time of the Town entering;
 - f. To make full and complete compensation for any bodily injury or death to a person caused by the Grantee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible for bodily injury or death attributable to the equipment owned or operated by the Grantee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible; and
 - g. To indemnify the Grantor and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation, or non-performance by the Grantee of any of the terms and conditions of this Transfer of Easement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the Grantor, its officers, employees, agents, contractors or those for whom it is in law responsible.
4. It is provided and expressly agreed between parties hereto that:
- a. The burden and the benefit of this Easement and Agreement shall run with the land and shall extent to, be binding on and enure to the benefit of the registered owners from time to time of the Grantor and of the Grantee and their respective heirs, executors, administrators, successors and assigns.
 - b. The Grantee would relinquish its right to the easement should the Grantor place a plan of subdivision on the property and dedicate a road allowance to the Grantee in the vicinity of the easement and right to enter for access and egress.
 - c. The Grantee agrees to pay for the Grantor's legal costs for the Transfer of Easement.

Owner of Parcel 5103CST

Per:

David Brown

Susan Brown

The Corporation of the Town of Kirkland Lake

Per:

Mayor – Pat Kiely

Clerk – Meagan Elliott

Schedule “A”

54R-6179, Part 1

DRAFT

PLAN OF SURVEY OF
PART OF MINING CLAIM HR757
GEOGRAPHIC TOWNSHIP OF TECK
TOWN OF KIRKLAND LAKE
DISTRICT OF TIMISKAMING

SCHEDULE			
PART	MINING CLAIM	PIN	AREA (Ha)
1	PART OF MINING CLAIM HR757	PART OF PIN 61402-0799 (LT)	0.0973
GEOGRAPHIC TOWNSHIP OF TECK			

PART 1 COMPRISES PART OF PIN61402-0799 (LT).

PLAN 54R-6179

Received and deposited

November 3rd, 2020

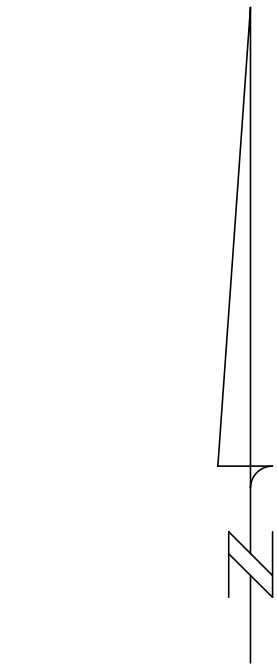
Shaun Savard

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

SCALE 1 : 250 METRES
0 2 4 6 8 10 20 40 60
THE INTENDED PLOT SIZE OF THIS PLAN IS 457mm IN WIDTH BY
762mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250.

LEGEND

■	.....	MONUMENT FOUND
□	.....	MONUMENT PLANTED
SIB	.....	STANDARD IRON BAR
IB	.....	IRON BAR
M	.....	MEASURED
S	.....	SET
WIT	.....	WITNESS
P1	.....	LT112345
P2	.....	PLAN 54R-3504
OU	.....	ORIGIN UNKNOWN
//	.....	NOT TO SCALE



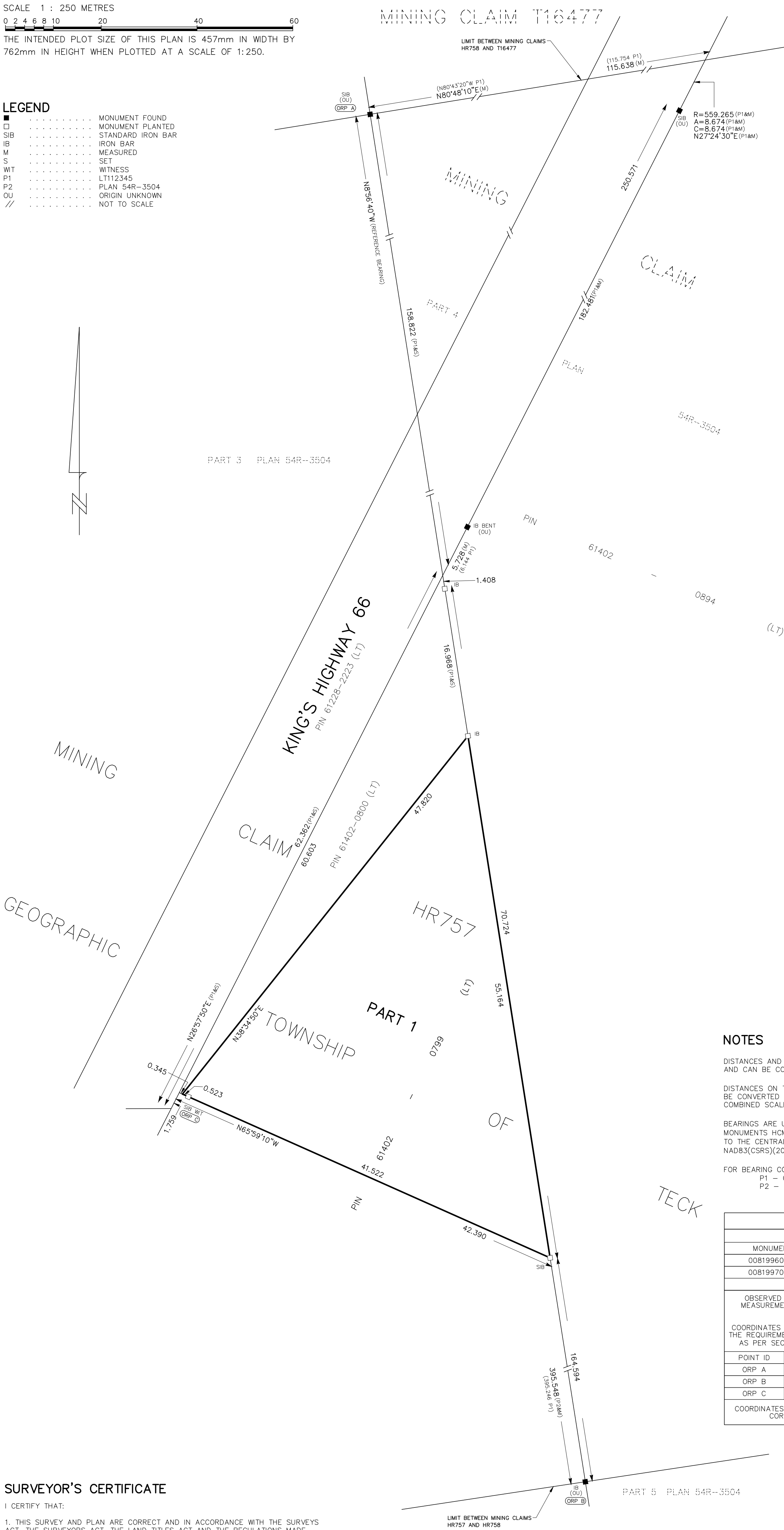
SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON THE 9th DAY OF SEPTEMBER, 2020.

OCTOBER 13, 2020

Ryan W. Seguin
RYAN W. SEGUIN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2138327.



NOTES

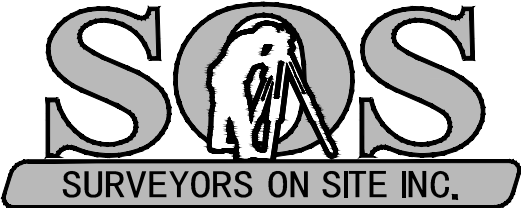
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.9996388.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS HCM00819960005 & HCM00819970304 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRs)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
P1 - 0°41'40\"/>

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00819960005	5327058.03	560413.63
00819970304	5328117.83	566158.71
UTM ZONE 17, NAD83(CSRs)(2010)		
OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM ZONE 17, NAD83(CSRs)(2010).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
ORP A	5329670.25	567495.99
ORP B	5329279.63	567557.48
ORP C	5329459.07	567493.96
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		



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REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-FIRE-003

Presented by: Fire Chief

Department: Fire

REPORT TITLE

Aerial Fire Truck Replacement

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-FIRE-003 entitled “**Aerial Fire Truck Replacement**” be received, and

THAT staff be directed to proceed with the purchasing process for the replacement of the 1988 Pierce Aerial.

BACKGROUND

The 1988 Pierce Aerial fire truck stopped working. A certified technician was contacted to repair the Aerial. The cost to repair the Aerial is \$24,000.00 in parts and \$26,000.00 in labour. There would also be costs associated with transporting the Aerial to the facility where it can be repaired. Council directed staff to look into the costs associated with purchasing a new Aerial.

RATIONALE

1. The approximate cost to replace the Aerial is 1,200,000.00.
2. The approximate cost to renovate a Fire Hall door to accommodate the dimensions of the new Aerial is \$ 30,000.00.

OTHER ALTERNATIVES CONSIDERED

The new Aerial can be stored at physical services where the 1988 Aerial was stored.

FINANCIAL CONSIDERATIONS

Approximate Leasing Options for a new Aerial		Monthly payments
48 month term	5.39%	\$26,683.76
72 month term	5.63%	\$18,856.09
96 month term	5.79%	\$14,993.33

*** Sell the 1988 Aerial truck and put that money towards the purchase of a new Aerial or renovations to the Fire Hall Door to accommodate the new Aerial***

RELATIONSHIP TO STRATEGIC PRIORITIES

The Master Fire Plan from 2017 recommended that the 1988 Aerial platform truck, which was purchased second hand from North Bay Fire, be replaced in the next five years. The Master Fire Plan recommendations were added to the strategic priorities in 2020.

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Commercial Truck Equipment Company

ATTACHMENTS

Attachment 1 – Budget Proposal Kirkland Lake Fire Services 75’HAL

COMMERCIAL EMERGENCY EQUIPMENT CO.

Kirkland Lake Fire Department

EQUIPMENT QUOTATION & SUPPLY CONTRACT OF One (1) Stock Pierce Enforcer 75' Aluminum Ladder

August 10, 2021



• Similar truck as Pictured

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306 721 9575

Woodstock
Quebec

519 421 4488
418 653 0000

August 10, 2021

Town of Kirkland Lake Fire Services

8 O'Meara Blvd
Kirkland Lake, Ontario
P2N 2T6

Attention: Fire Chief Robert Adair

Dear Chief Adair,

Thank you for the opportunity to quote the supply and delivery of One (1) Pierce Enforcer 75 Foot Aerial.

Commercial Emergency Equipment Co. (part of The Commercial Group of Companies) is Canada's largest supplier of truck mounted equipment. We've been in business since 1947 providing sales, service and parts support to our valued customers. Commercial Emergency Equipment represents the industry's leading products, Pierce Manufacturing and Maxi Fire.

Commercial Emergency Equipment has the largest service and parts network in Canada. We have five Pierce, Oshkosh and Maxi Certified locations to service and support your equipment and the largest quantity of locally stocked parts in the industry. Our onsite EVT's are experienced industry veterans and have been trained by Pierce, Oshkosh & Maxi to outfit and service your apparatus and equipment with the highest attention to detail and quality. We also offer mobile EVT service from our fleet of fully equipped service trucks, a 24-hour emergency service hotline, the best warranty support, and detailed training programs to ensure that every aspect of our customer support is the best in Canada. Together, Commercial Emergency Equipment, Pierce Manufacturing and Maxi Fire form an ideal partnership with an unmatched customer service footprint and the best fire apparatus in the world.

We are pleased to offer the following for your consideration.

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Calgary	403 253 6421	Winnipeg	306 721 9575		

Pierce Enforcer 75 Foot Heavy Duty Aerial

Key Points on the Pierce Enforcer 75' HAL:

- Pierce Enforcer 7000 Chassis
- Seating for Six
- Cummins L9-450 HP Motor
- Allison EVS3000- 5 Spd Transmission
- Pierce TAK-4 19.5K Front, Meritor 33.5K Rear
- Waterous CSU 1500 GPM Pump
- 500 US Gallon Tank
- Husky 3 Foam System
- Extended Front Bumper with Hose line
- 75 Foot Heavy Aluminum Ladder, 750 # tip load
- Whelen Emergency Lighting Package
- HiViz Scene Lights
- Akron Brass StreamMaster II Electric Monitor at Tip
- Winterization Package (Far North)
- Final Inspection and Training with Aerial Trainer

Delivery

Delivery for this unit is estimated at **60-90** days from the time of executing the purchase order. Timeline is subject to changes based on manufacturer's discretion.

QUOTATION

Pierce Enforcer 75' HAL:

Total Equipment Cost:

\$1,149,847.00 CAD

NOTE

- Plus Applicable Taxes

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306 721 9575

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519 421 4488
418 653 0000

- Quote Valid for 30 Days
- Payment Terms: 10% deposit at time of booking, cost of chassis on receipt at manufacturing facility, balance on delivery
- Leasing Option as Per Supplementary
- FOB: Kirkland Lake, Ontario
- Pre-construction conference and final inspection for **two (2)** fire department representatives accompanied by one (1) Commercial Project Manager to the Pierce Manufacturing Facility
- Training and Orientation on the operation, care and maintenance of the apparatus
- Parts, service and warranty are available through our local service centers and mobile service department
- Terms and conditions below

We trust the above meets with your approval.

Should you wish to proceed, please note the general conditions below and sign under order acceptance.

Yours very truly,



Alex Cafovski

Apparatus Specialist, Fire & Emergency
Commercial Emergency Equipment

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Commercial Truck Equipment Corp.
DBA Commercial Emergency Equipment Co.
(part of The Commercial Group of Companies)

1. APPLICATION OF GENERAL CONDITIONS. These general conditions (the “General Conditions”) govern the supply of goods and services by Commercial Truck Equipment Corp. (“CTE”) unless modified or supplemented by a term expressly set out in a CTE job order (“Job Order”). These General Conditions, together with a Job Order and invoice, collectively form a legally binding contract between CTE and its customer (“Customer”) (the “Supply Contract”). Any change to the terms of the Supply Contract must be agreed in writing by CTE.

2. ENTIRE AGREEMENT. The Supply Contract is the complete and entire agreement between the parties with respect to the subject matter therein. No understandings or communications between the parties, whether written or verbal, form part of the Supply Contract or will have any legal effect between the parties unless expressly agreed in writing by CTE. If Customer’s purchase order is attached as a schedule to the Supply Contract, other than any technical specifications that may be set out therein, it will have no legal effect.

3. SUPPLY OF GOODS AND SERVICES. CTE will supply, and Customer will purchase the goods and services at the price and in accordance with the other terms and conditions of the Supply Contract

4. DELIVERY, PICK UP AND SHIPPING. Goods supplied by CTE and Customer equipment on which CTE services are performed will be deemed to have been delivered to Customer once CTE places such goods or Customer equipment at the disposal of Customer at a CTE branch. Upon delivery by CTE, Customer will be required to immediately pick up such goods and equipment at Customer’s risk and expense. CTE may, upon Customer’s request, arrange for shipping at Customer’s risk and expense. Risk of loss or damage to goods and equipment will transfer to Customer once such goods and equipment are delivered to Customer at a CTE branch.

5. PAYMENT. Customer will pay the price of CTE’s goods and services in cash on delivery by CTE. Title to goods shall remain with CTE and shall not pass to Customer until all amounts owing by Customer to CTE, including all applicable taxes, have been paid in full by Customer. If Customer does not fully pay all amounts owing when due, CTE may, without limiting its remedies under the Supply Contract and the law, (a) suspend delivery and other CTE performance until such amounts are fully paid and (b) terminate the Supply Contract.

6. DEPOSIT. If Customer has paid CTE a deposit on the Supply Contract price (the “Deposit”) and Customer fails to complete the Supply Contract in accordance with the terms thereof (including, without limitation, failing to pick up goods and equipment and failing to fully pay all amounts when due) through no fault of CTE, CTE may terminate the Supply Contract and in such event the deposit will be absolutely forfeited to CTE on account of damages without limiting CTE’s right to pursue Customer for additional damages and other remedies under the Supply Contract and the law.

7. LIMITED WARRANTY.

7.1 Goods – Manufacturer’s Warranty. Goods supplied by CTE will be warranted by the manufacturer in accordance with the terms of the manufacturer’s warranty (if any). CTE may, in its sole discretion and on terms acceptable to CTE, perform any warranty repair or replacement on goods covered by a manufacturer’s warranty and in such event the terms of this Supply Contract (except section 7.2, unless CTE agrees in its sole discretion) will govern the warranty repair or replacement.

7.2 Services – CTE’s Limited Warranty. CTE warrants, subject to the following limitations and conditions, that its services will be free from defects in workmanship for 90 days after service completion: (a) CTE will determine, in CTE’s sole discretion, whether the workmanship is defective, (b) CTE’s sole responsibility will be to repair the defective workmanship and, if necessary as determined by CTE, repair or replace a part that is damaged by the defective workmanship, at a CTE branch during its regular business hours, (c) Customer is responsible for shipping, at Customer’s risk and expense, applicable equipment to and from a CTE branch for CTE’s assessment and repair, (d) no further warranty is provided on any service warranty work, (e) prior to the discovery of the defect, the applicable equipment was being used and maintained properly by Customer and in accordance with CTE’s and the equipment manufacturer’s guidelines. All CTE service warranty work will be governed by the terms of this Supply

7.3 No Other Warranty. Other than the warranties expressly provided in sections 7.1 and 7.2 hereof, no other warranties, conditions, guarantees or similar obligations, whether express or implied by fact, by law, including any statute or regulation, by custom or trade usage, or by any course of dealing, including but not limited to any implied warranties or conditions of merchantability or fitness for purpose or fitness for a particular purpose, are applicable to goods and services supplied by CTE.

8. PROPERTY/GOODS LEFT ON CTE PREMISES. Any Customer property and CTE supplied goods left on CTE premises will be left at Customer’s risk and expense and if any of the foregoing are left on CTE’s premises more than 30 days after delivery at a CTE branch, CTE may store such property and goods at a third party site at Customer’s risk and expense. If any Customer property and CTE supplied goods are left more than 90 days after delivery at a CTE branch, CTE may, at Customer’s risk and expense, sell such property and goods, apply the proceeds of such sale to any amounts owed by Customer and hold the remaining proceeds (if any) in trust for Customer.

9. FORCE MAJEURE. “Force Majeure” means an event or circumstance that is beyond the reasonable control of a party and that prevents or delays that party in the performance of any of its obligations under the Supply Contract, including but not limited to a delay or failure by a subcontractor, or sub-supplier, in each case of any tier, to perform and complete their obligations in accordance with their respective contracts that is caused by an event that, if it occurred with respect to a party to this Supply Contract, would constitute Force Majeure. If a party is prevented or delayed in performing its obligations (other than a payment obligation) by Force Majeure, that party is not liable to the other party for failure to perform those obligations. The time for performance is deferred to the extent and for so long as performance is prevented or delayed and the completion, delivery and other dates contemplated under the Supply Contract shall be adjusted if necessary to accommodate the effects of Force Majeure.

10. LIMITATIONS OF LIABILITY. CTE is not liable to Customer under or in relation to the Supply Contract for any loss of use, loss of production, loss of profits, loss of markets, additional or incremental costs of operation, economic loss, or special, indirect or consequential loss or damage, or punitive and exemplary damages suffered or incurred by Customer, or by any third party who makes a claim against Customer for which Customer seeks recovery from CTE, whether Customer’s claim, or that of the third party, is in contract, or tort, including negligence, or under any other theory of law or of equity. CTE’s total liability arising out of or in relation to the Supply Contract, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall be limited to the price of the goods and services supplied under such Supply Contract.

11. APPLICABLE LAW. The Supply Contract shall be governed by and construed in accordance with the laws of the Province in which the Supply Contract is entered into and the laws of Canada applicable in such Province, excluding any conflict of laws principles or rules that would impose a law of another jurisdiction for the construction of the Supply Contract. The parties to the Supply Contract hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province in which the Supply Contract is entered into and all courts competent to hear appeals therefrom. The United Nations Convention on Supply Contracts for the International Sale of Goods (1980) shall not apply to the Supply Contract and is hereby excluded in its entirety.

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12. MISCELLANEOUS. Any additional supply or work performed by CTE in relation to the original supply of goods or services contemplated under this Supply Contract will be governed by the terms of this Supply Contract. The remedies available to CTE hereunder are in addition to any other remedy available under the law. If any provision of the Supply Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in the Supply Contract continues in full force and effect. Rev. Aug 15/ 2019

Order acceptance:

Customer acknowledges having read the conditions in this document and agrees to purchase

Signature: _____

Print Name: _____

Title: _____

Date (day/month/year): ____/____/20____

P/O#: _____

Upon completion please return to Commercial Emergency Equipment for order processing.

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REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-FIRE-004

Presented by: Fire Chief

Department: Fire

REPORT TITLE

Master Fire Plan Update

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-FIRE-004 entitled “**Master Fire Plan Update**” be received, and

THAT staff be directed to continue implementing the recommendations from the Master Fire Plan.

BACKGROUND

An update on the Master Fire Plan recommendations was requested from council at the previous council meeting of November 2nd 2021.

RATIONALE

Items Addressed

1. Recommendations with Respect to Standard Operating Guidelines: Revise, Review and Create Standard Operating Guidelines.
 - Standard Operating Guidelines are revised and updated annually and new Guidelines are implemented as needed.
2. Recommendations- Risk Analysis: Implement a Risk Analysis program
 - O. Reg 378/18 came into effect giving us until July 1st, 2024 to complete a community risk assessment and it was completed in the third quarter of 2021.
3. Implement a program to create pre-incident plans starting with higher risk locations such as multi-story buildings, senior residences, and care homes.
 - Each platoon were given a list of pre-plans to complete by the end of 2021.

4. Council should approve training and technology costs associated with these and other initiatives.
 - The training budget was increased to \$10,000.00.
 - 7 Leadership training topics through Northern College were offered to the Platoon Chiefs in 2020.
 - A Learning contract was established with the Ontario Fire Marshalls Office.
 - With the recent closure of the Ontario Fire College, the option of becoming a regional training centre or implementing a learning contract was debated and the decision to proceed with a learning contract was made.
5. Recommendations-Risks in Kirkland Lake:
 - a. Implementing a public education and prevention program plus the associated training.
 - D Platoon was assigned the role of developing and implementing a Fire Prevention and public Education program for 2021. The following items were budgeted for and implemented in 2021:
 - PSA Videos
 - Social Media education topics
 - Fire Chief for a day
 - Fire Danger rating sign
 - Smoke Alarm Program in conjunction with Toppers Pizza
 - New Sparky Costume- Donated by KLVFB
 - Fire Prevention training
 - Ontario Fire Code Training
 - Fostering a better working relationship with the Building Department
 - Creating a working relationship with our Ontario Fire Marshall Advisor.
6. Assign property standards responsibility to the fire department.
 - In speaking with other Fire Chiefs and Building Officials, best practice appears to be both departments working closely together but under separate departments as building inspectors are normally trained property standards officers.
 - There is a three-part training course. Each part has a cost of \$1,375.00 which would need to be multiplied by 6 to include Platoon Chiefs and Acting Platoon Chiefs, ensuring a trained person is on shift at all times. This training consists of weeklong course, which includes training, accommodations, and meals but does not take into account mileage and salaries.
7. Recommendations-Perform maintenance and repair the Fire Station:
 - Installation of a glass wall and door surrounding the Fire Pole for Health and Safety purposes.

Items in Progress

1. Recommendations-Perform maintenance and repair the Fire Station:
 - Fire Station Upgrades: Upgrade doors, windows and complete the steel siding \$60,000.00
2. Put in place a plan to replace the fire station within five years:
 - Researched a Fire Station to meet the needs of Kirkland Lake and submitted the plans to the Building Department. The Cost of a new Fire Station is approximately: \$2,000.000.00, which is half the price of the estimate given in the Master Fire Plan report.
3. Recommendations- Replacement of Apparatus:
 - Submitted a report to council with the replacement costs for the 1988 Aerial.
 - Researched and obtained quotes for the replacement of the 1997 Pumper.
 - Submitted 5 year and 10 year plans for Vehicle replacement the past few years

OTHER ALTERNATIVES CONSIDERED

N/A

FINANCIAL CONSIDERATIONS

See Rationale.

RELATIONSHIP TO STRATEGIC PRIORITIES

The Master Fire Plan recommendations were added to the strategic priorities in 2020.

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Crema Enterprises

Commercial Emergency Equipment Company

Ontario Fire Marshall

Ontario Association of Property Standards Officers

Multiple Fire Departments

ATTACHMENTS

N/A

REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-PW-013

Presented by: Jim Roman

Department: Public Works

REPORT TITLE

Connecting Link Application 2022-23

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-PW-013 entitled “**Connecting Link Application 2022-23**” be received, and

THAT Council supports the application to the MTO Connecting Links Program for the resurfacing of Government Road East (Highway 66) from Burnside Drive to the eastern limit of the connecting link agreement at Northern College, and agrees that:

- the application is complete and accurate, and meets the requirements of MTO’s Connecting Links Program as described in the Program Guide;
- sufficient capital funding is available for the municipal contribution component;
- if the application is successful, the municipality will proceed with the project in accordance with the timelines specified in the application.

BACKGROUND

A connecting link is a provincially designated municipal road that connects two ends of a provincial highway through a community. In Kirkland Lake, Government Road from Goldthorpe Road to the east limit of town has been formally designated as connecting link. As a result, this roadway is eligible for 90% funding for capital improvements. It should be noted that provincial funding is based on prioritization of needs, and not all applications are approved.

RATIONALE

Kirkland Lake has been unsuccessful in applying for this road section 3 years running, however those applications primarily focused on the condition of the driving surface. This year more of an emphasis has been placed on the safety concerns posed by uncontrolled

pedestrian crossings at Burnside, and the substandard westbound outer lane of Government Road East. These points were addressed during this summer's AMO delegation and subsequent meeting with MTO representatives. Response from the MTO has been positive, and I am cautiously optimistic about our chances.

FINANCIAL CONSIDERATIONS

The total project cost is estimated at \$1,290,000 plus HST, with 90% of the costs to be paid through the connecting links program. The town's share of 10%, or \$129,000, will need to be budgeted for in the 2022 capital budget. These funds will be dispersed over the next 2 years, with the detailed design completed in 2022, and construction scheduled to begin in the spring of 2023.

It should be noted the proposed pedestrian crosswalk at Burnside Drive will also require approximately 100 metres of unsubsidized sidewalk to be placed along Burnside Drive. This work could be completed in 2022, and will be addressed as a separate capital item in the upcoming capital budget process.

RELATIONSHIP TO STRATEGIC PRIORITIES

This project relates to "Better Management of Capital Assets" by upgrading Government Road with 90% Provincial funding.

The project also relates to "Improving Health and Safety for Staff and Public" by addressing the substandard westbound lane into Kirkland Lake, and pedestrian safety at the Burnside intersection.

ACCESSIBILITY CONSIDERATIONS

The project aims to improve accessibility by addressing the need for a pedestrian crosswalk at Burnside Drive.

CONSULTATIONS

Herb Villneff, Kristin Franks, Trevor Bartraw, Caroline Mulroney – MTO

Stephane Fortin, Steve Ranta, Pat Kiely, Rick Owen, Meagan Elliott – TKL

Alex O'Beirn – EXP Consultants

ATTACHMENTS

n/a

REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-PW-015

Presented by: Jim Roman

Department: Public Works

REPORT TITLE

Options for Winter Operation of Roza Brown Dog Park

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-PW-015 entitled “**Options for Winter Operation of Roza Brown Dog Park**” be received, and

THAT the Roza Brown Dog Park remain a 3 season park

BACKGROUND

The Roza Brown Dog Park was built thanks to the efforts and financial contributions of numerous residents and businesses. It was intended as a fenced in area to provide residents a place to bring their dogs to run free and socialize, at no charge to park visitors. The park is open for three seasons of the year, with the town providing:

- garbage pick-up 3 times per week
- seasonal connect/disconnect for water and install/take down of shade sails
- routine maintenance including whipper snipping, fence and gate repair,
- free poop bags

In 2017, the Town responded to requests to allow use of the park through the winter. It was posted as unmaintained and use at your own risk. The gates would freeze in place and become twisted when forced, creating added costs in the spring. Additional spring cleaning was also needed. After 2 years, the town resumed locking the gates for winter.

FINANCIAL CONSIDERATIONS

It is estimated that operating the park through the winter season will cost the town an additional \$11,200. This is to cover the cost of plowing the parking lot, manual shoveling and sanding of the entranceway and gates, and for routine pick up of the garbage. It does not include additional time to clean up in the spring, or damage to the gates created as a

result of winter conditions. The time required for winter park maintenance would add to an already full winter schedule, and a lower priority status could still translate to maintenance and liability issues at the park.

OTHER ALTERNATIVES CONSIDERED

It was suggested that an operating authority be considered. This was originally proposed in 2013, but was rejected by park volunteers. It would require the support of a user group to take the lead in forming the legal entity that would then assume operation of the park. Fundraising would be required to pay operating, maintenance and insurance costs, which in all likelihood would require a fee be charged for park use. There has been no indication of interest whatsoever from the public to go in this direction.

Council could also opt to return to the “unmaintained, use at your own risk” option, with its associated costs and potential liability.

Neither of these options is recommended by staff.

It was suggested to remind the public that the trail system behind the complex boasts winter trails that are always open. Dog owners are welcome to ski, snowshoe or walk with their dogs daily before 11:00 am or after 3:00 pm.

RELATIONSHIP TO STRATEGIC PRIORITIES

n/a

ACCESSIBILITY CONSIDERATIONS

n/a

CONSULTATIONS

Bonnie Sackrider, Wilf Hass

REPORT TO COUNCIL

Meeting Date: 16/11/2021

Report Number: 2021-PW-014

Presented by: Jim Roman

Department: Public Works

REPORT TITLE

Correction to Ontario Clean Water Agency (OCWA) Contract Amendment

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-PW-014 entitled “**Correction to Ontario Clean Water Agency (OCWA) Contract Amendment**” be received, and

THAT staff be directed to present a by-law to amend by-law 21-086, being a by-law to authorize the Mayor and Clerk to execute an amending agreement with the Ontario Clean Water Agency for Operations and Maintenance Services.

BACKGROUND

Council agreed at the meeting of October 19, 2021 to extend the contract with OCWA for an additional 2 years. It was explained to Council that the 2022 price was based on the 2021 price, with the cost of chemicals removed, a 2% inflationary cost applied to the balance, and an adjustment made to reflect the increase in OCWA's insurance premiums. Unfortunately, a clerical error resulted in the improper amount being placed into the amending agreement as the 2022 price.

RATIONALE

We received a letter from OCWA (Attachment 1) explaining their error, and which shows how the 2022 price was arrived at. It is acknowledged that this is the price which should have been included for 2022 in the amending agreement.

FINANCIAL CONSIDERATIONS

This price is \$14,892 higher than the price quoted in error, but does reflect the expected 2% inflationary increase over 2021. It should be noted this increase is actually quite

reasonable, considering the September 2021 Consumer Price Index was recently announced to be 4.4%.

CONSULTATIONS

Meagan Elliott, Municipal Clerk, TKL

Sylvie Lemieux, Business Development Manager, OCWA

ATTACHMENTS

Attachment 1 – explanatory letter from OCWA dated October 29, 2021

October 29, 2021

Town of Kirkland Lake
Postal Bag 1757
3 Kirkland Lake Street West
Kirkland Lake ON P2N 3P4
Attn: Jim Roman and Town Council

Dear Jim and members of council,

On behalf of OCWA I thank you for entrusting the operations and maintenance of your Water and Wastewater Facilities for another two years from January 1, 2022 to December 31, 2023 as per the renewal options in the current agreement.

I wish to express my most sincere apologies for an error in the 2022-2023 Amending Agreement that was presented to council at your Oct. 19th meeting. I inadvertently included the current 2021 annual price instead of the 2022 pricing.

You will notice the Agreement Renewal Proposal Document presented to council for consideration listed the price for year one of the agreement at \$776,272. This is the correct price that should have been included in the agreement. This price was determined as follows:

2022 O&M Agreement Renewal Pricing Calculations

2021 Annual Fee	\$ 1,024,956.00
Fixed 2% Inflationary Adjustment (chemical costs not included)	\$ 15,057.00
Insurance Premium Increase	\$ 8,379.00
Removal of Chemicals	\$ (272,120.00)
2022 OM Services Annual Fee	\$ 776,272.00

The corrected amending agreement is attached. I remain available to address any questions you may have and can be available to discuss at your next council meeting.

Please accept my most sincere apologies for this error and the inconvenience it has caused your staff and members of council.

Sincerely,



Sylvie Lemieux
Business Development Manager – Northeastern Ontario Region
SLemieux@OCWA.com
Cell (705) 271-6041

cc: Eric Nielson – Regional Manager OCWA
Anthony Danis – Senior Operations Managers OCWA



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-098

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF 3 MCKELVIE AVENUE TO MUBASHAR HUSSAIN

WHEREAS the Municipality passed By-law 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as Plan M105T N PT LOT 141 RP TER365 PART 1, PCL 9711CST;

AND WHEREAS the Municipality declared the property as surplus land on March 24, 2020;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 9th, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Plan M105T N PT LOT 141 RP TER365 PART 1, PCL 9711CST;

AND WHEREAS the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

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

THAT the Mayor and Clerk are hereby authorized to execute all documents related to the sale of land described as Plan M105T N PT LOT 141 RP TER365 PART 1, PCL 9711CST, to Mubashar Hussain for \$8,900, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-099

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF PART 1 54R-6221 TO GROVER ADAMS

WHEREAS the Municipality passed By-law 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as Part 1, 54R-6221;

AND WHEREAS the Municipality declared the property as surplus land on February 4, 2020;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 9th, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Part 1, 54R-6221;

AND WHEREAS the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

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

THAT the Mayor and Clerk are hereby authorized to execute all documents related to the sale of land described as Part 1, 54R-6221, to Grover Adams for \$840.96, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-100

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE
DOCUMENTS RELATED TO THE SALE OF PART 2, 54R-6221 TO GERALD
ANTLER**

WHEREAS the Municipality passed By-law 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as Part 2, 54R-6221;

AND WHEREAS the Municipality declared the property as surplus land on February 4, 2020;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 9th, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Part 2, 54R-6221;

AND WHEREAS the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

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

THAT the Mayor and Clerk are hereby authorized to execute all documents related to the sale of land described as Part 2, 54R-6221, to Gerald Antler for \$839.67, plus legal costs.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY
OF NOVEMBER, 2021.**

Pat Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-101

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF PART 3, 54R-6221 TO SUZANNE DUMAS

WHEREAS the Municipality passed By-law 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as Part 3, 54R-6221;

AND WHEREAS the Municipality declared the property as surplus land on February 4, 2020;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 9th, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Part 3, 54R-6221;

AND WHEREAS the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

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

THAT the Mayor and Clerk are hereby authorized to execute all documents related to the sale of land described as Part 3, 54R-6221, to Suzanne Dumas for \$838.45, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-102

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF PART 4, 54R-6221 TO NORMAND THIBEAULT

WHEREAS the Municipality passed By-law 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as Part 4, 54R-6221;

AND WHEREAS the Municipality declared the property as surplus land on February 4, 2020;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 9th, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Part 4, 54R-6221;

AND WHEREAS the purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

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

THAT the Mayor and Clerk are hereby authorized to execute all documents related to the sale of land described as Part 4, 54R-6221, to Normand Thibeault for \$861.70, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-103

BEING A BY-LAW TO APPOINT AN AUDITOR FOR THE MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

WHEREAS Section 296(1) of the Municipal Act, 2001 states that a municipality shall appoint an auditor licensed under the Public Accounting Act, 2004;

AND WHEREAS Section 296(3) of the Municipal Act provides that a municipal auditor shall not be appointed for a term exceeding five years;

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

- 1 **THAT** the firm of Baker Tilly SNT LLP be and is hereby appointed auditor for the Municipal Corporation of the Town of Kirkland Lake for the fiscal years 2021-2025, subject to annual review, in accordance with the terms of the proposal submitted by Baker Tilly SNT LLP dated November 4, 2021;
- 2 **THAT** Council delegates authority to the Director of Corporate Services to sign the 2021 audit engagement letter, a copy of which is attached and marked as Schedule 'A' to this By-Law; and
- 3 **THAT** By-Law 16-066 be and is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

November 16, 2021

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

Baker Tilly SNT LLP / s.r.l.
1174 St. Jerome
Sudbury, ON, Canada P3A 2V9
T: +1 705.560.5592
F: +1 705.560.8832

www.bakertilly.ca

Attention: Mayor and members of Council

Dear Sirs and Mesdames:

Baker Tilly SNT LLP, the "Firm", is pleased to be appointed auditor of the Municipal Corporation of the Town of Kirkland Lake (the "Town") for the year ending December 31, 2021. The purpose of this letter is to outline the terms of our engagement to audit the consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake, which comprise the consolidated statement of financial position as at December 31, 2021 and the consolidated statements of operations and accumulated surplus, cash flows and changes in net debt for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Objective, Scope and Limitations

The objectives of our audit are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected because of:

- (a) Factors such as use of judgement, and the use of testing of the data underlying the consolidated financial statements;
- (b) Inherent limitations of internal control; and
- (c) The fact that much of the audit evidence available to the auditor is persuasive rather than conclusive in nature.

ACCOUNTING • TAX • ADVISORY

Baker Tilly SNT LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

COMPTABILITÉ • FISCALITÉ • SERVICES-CONSEILS

Baker Tilly SNT s.r.l. est membre de la Coopérative Baker Tilly Canada, qui fait partie du réseau mondial Baker Tilly International Limited. Les membres de la Coopérative Baker Tilly Canada et de Baker Tilly International Limited sont tous des entités juridiques distinctes et indépendantes.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. Further, while effective internal control reduces the likelihood that misstatements will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot guarantee that fraud, error, irregularities or illegal acts, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

Content of Auditor's Report

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Municipal Corporation of the Town of Kirkland Lake

Opinion

We have audited the consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake (the "Town"), which comprise the consolidated statement of financial position as at December 31, 2021 and the consolidated statements of operations and accumulated surplus, cash flows and changes in net debt for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Town as at December 31, 2021, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

The consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake for the year ended December 31, 2020, were audited by another auditor who expressed an unmodified opinion on those consolidated statements on August 10, 2021.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the Town to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

If our opinion on the financial statements is other than as referenced in the previous paragraph, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, an opinion, we may decline to express an opinion as a result of this engagement.

Use, Distribution and Publication / Reproduction of Financial Statements

The examination of the consolidated financial statements and the issuance of our audit opinion are solely for the use of the Municipal Corporation of the Town of Kirkland Lake and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these consolidated financial statements, and we accept no responsibility for their use by any third party.

Where our report is reproduced in any medium, the complete consolidated financial statements, including notes, must also be presented. Management is responsible for the accurate reproduction of the consolidated financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper based). This includes any incorporation by reference to either full or summarized consolidated financial statements that we have audited. We are not required to read the information contained in your website, or to consider the consistency of other information in the electronic site with the original document.

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins. Where the annual report or other document will be provided to us after the date of our auditor's report, we have a responsibility to take specific actions if we conclude that a material misstatement of the other information exists.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

Our Responsibilities

We will perform our audit in accordance with Canadian generally accepted auditing standards. We will:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Accordingly, except for information that is in or enters the public domain, we will not provide any third party with confidential information concerning the affairs of the Municipal Corporation of the Town of Kirkland Lake without the Municipal Corporation of the Town of Kirkland Lake's prior consent, unless required to do so by legal, regulatory, administrative or other authority, or the Code of Professional Conduct applicable to us.

We will communicate in writing to Council the relationships between our firm and the Municipal Corporation of the Town of Kirkland Lake, including related entities that, in our professional judgement, may reasonably be thought to bear on our independence. Further, we will confirm our independence with respect to the Municipal Corporation of the Town of Kirkland Lake within the meaning of the applicable Provincial Code of Professional Conduct and information on relevant safeguards designed to ensure the auditor's continued independence.

The objective of our audit is to obtain reasonable assurance that the consolidated financial statements are free of material misstatement. However, if we identify any of the following matters, they will be communicated to the appropriate level of management:

- (a) Misstatements, resulting from error, other than trivial errors;
- (b) Fraud or any information obtained that indicates that a fraud may exist;

- (c) Any evidence obtained that indicates that an illegal or possibly illegal act, other than one considered inconsequential, has occurred;
- (d) Significant weaknesses in the design or implementation of internal control to prevent and detect fraud or error; and
- (e) Related party transactions identified by us that are not in the normal course of operations and that involve significant judgements made by management concerning measurement or disclosure.

We may also communicate certain additional matters to Council and the appropriate members of management. Such matters include:

- (a) Our professional judgements on the qualitative aspects of accounting principles used in the Municipal Corporation of the Town of Kirkland Lake's financial reporting, including:
 - (i) The initial selection of and changes in significant accounting policies and their application, including the adoption of new accounting policies;
 - (ii) The effect of significant accounting policies in controversial and emerging areas, or those unique to your industry;
 - (iii) The existence of acceptable alternative policies and methods, and the acceptability of the particular policy or method used by management; and
 - (iv) The issues involved, and related judgements made by management, in formulating particularly sensitive accounting estimates and disclosures and the basis for our conclusions regarding the reasonableness of those estimates in the context of the consolidated financial statements taken as a whole.
- (b) Uncorrected misstatements aggregated by us during our audit that were determined by management to be immaterial, both individually and in the aggregate, to the consolidated financial statements taken as whole;
- (c) Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in total could be significant to the consolidated financial statements or our report;
- (d) Our views about any matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- (e) Major issues that we discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- (f) Any serious difficulties that we encountered in dealing with management in the performance of the audit.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

We will consider the Municipal Corporation of the Town of Kirkland Lake's internal control to identify types of potential misstatements, consider factors that affect the risks of material misstatement, and design the nature, timing and extent of further audit procedures. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of internal control over financial reporting.

At the end of the engagement, we will provide management or others so designated with our recommendations designed to help make improvements in your internal control structure and operation. This communication will be in a mutually agreeable format and will include only those matters that came to our attention during our audit.

Management's Responsibilities

Management is responsible for:

Financial Statements

- (a) The preparation and fair presentation of the Municipal Corporation of the Town of Kirkland Lake's consolidated financial statements in accordance with Canadian Public Sector Accounting Standards;

Completeness of information

- (b) Providing us with and making available complete financial records and related data, and copies of all minutes of meetings of the council;
- (c) Providing us with information relating to any known or probable instances of non compliance with legislative or regulatory requirements, including financial reporting requirements;
- (d) Providing us with information relating to any illegal or possibly illegal acts, and all facts related thereto;
- (e) Providing us with information regarding all related parties and related party transactions;
- (f) Any additional information that we may request from management for the purpose of this audit;
- (g) Providing us with unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence;

Fraud and error

- (h) Internal control that management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error;
- (i) An assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;
- (j) Providing us with information relating to fraud or suspected fraud affecting the Town involving:
 - (i) Management;
 - (ii) Employees who have significant roles in internal control; or
 - (iii) Others, where the fraud could have a non trivial effect on the consolidated financial statements;
- (k) Providing us with information relating to any allegations of fraud or suspected fraud affecting the Town's consolidated financial statements communicated by employees, former employees, analysts, regulators or others;
- (l) Communicating its belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole;

Recognition, measurement and disclosure

- (m) Providing us with its assessment of the reasonableness of significant assumptions underlying fair value measurements and disclosures in the consolidated financial statements;
- (n) Providing us with any plans or intentions that may affect the carrying value or classification of assets or liabilities;
- (o) Providing us with information relating to the measurement and disclosure of transactions with related parties;
- (p) Providing us with an assessment of all areas of measurement uncertainty known to management that are required to be disclosed in accordance with Canadian Public Sector Accounting Standards;
- (q) Providing us with information relating to claims and possible claims, whether or not they have been discussed with the Municipal Corporation of the Town of Kirkland Lake's legal counsel;
- (r) Providing us with information relating to other liabilities and contingent gains or losses, including those associated with guarantees, whether written or oral, under which the Municipal Corporation of the Town of Kirkland Lake is contingently liable;
- (s) Providing us with information on whether the Municipal Corporation of the Town of Kirkland Lake has satisfactory title to assets, whether liens or encumbrances on assets exist, or assets are pledged as collateral;
- (t) Providing us with information relating to compliance with aspects of contractual agreements that may affect the consolidated financial statements;
- (u) Providing us with information concerning subsequent events;
- (v) Providing us with representations on specific matters communicated to us during the engagement;

Written confirmation of significant representations

- (w) Providing us with written confirmation of significant representations provided to us during the engagement on matters that are:
 - (i) Directly related to items that are material, either individually or in the aggregate, to the consolidated financial statements;
 - (ii) Not directly related to items that are material to the consolidated financial statements but are significant, either individually or in the aggregate, to the financial statements; and
 - (iii) Relevant to management's judgements or estimates that are material, either individually or in the aggregate, to the consolidated financial statements.

Professional team member matters

- (x) Not soliciting the staff of the Firm;
- (y) Providing appropriate work space and technical arrangements as appropriate including privacy and telephones; and
- (z) Ensure that the staff of the Firm are treated in a responsible and professional manner at all times, recognizing there is zero tolerance to inappropriate actions at any level.

Preparation of Schedules/ Assistance Requested

We understand that you and/or your employees will prepare agreed upon schedules and will locate requested documents for our use at dates agreed upon prior to commencement of our audit.

This assistance will facilitate our work and will help to minimize our costs. Any failure to provide these working papers or documents on a timely basis, may impede our services, and require us to suspend our services or withdraw from the engagement.

Fees

Our fixed fee for the services outlined in this letter is \$28,250 plus HST. The fixed fee includes the following:

- Audit of books and records, independent auditor's report for the Municipal Corporation of the Town of Kirkland Lake (\$25,000)
- Audit of the Balance Sheet and Statement of Continuity of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake (\$1,500)
- Audit sections A through F, section I and section O of the Long-Term Care Home Annual Report of Teck Pioneer Residence (\$1,750)

If significant additional time is necessary, we will discuss the reasons with you and agree on a revised fee estimate before we incur the additional costs.

Invoices unpaid 60 days past the billing date may be deemed delinquent, and are subject to an interest charge of 16.08% per annum (1.25% per month) (or as set out on the invoice). We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including lawyers' fees.

We will use all reasonable efforts to complete the performance of the services described in this engagement letter within the agreed upon time frame. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including cooperation from management, timely performance by the Town of its obligations to provide necessary information outlined in our year-end letter, quality of financial and other information, full cooperation and access to the Town's team members during our audit, and the prompt supply of any additional documentation requested during the audit fieldwork. Significant delays will have a significant impact on our fees and the agreed upon delivery date.

If there are material changes due to unanticipated accounting matters or a requested extension of scopes, we will require that the costs of these be accepted by you in writing before we commence work in such areas. Any delay in agreement will cause a direct delay in the timelines agreed to herein.

Any other work undertaken by us will be billed separately. The average hourly billing rate for various services would be approximately:

Specialty	Hourly Rate
Accounting	\$ 80 - \$310
Assurance	\$100 - \$310
Computer	\$ 80 - \$150
Taxation	\$150 - \$350
Litigation	\$150 - \$350
Advisory	\$150 - \$375

To help meet the mutually agreed objectives of the engagement, you will provide in a timely manner:

- audit schedules and supporting information;
- all significant accounting and financial reporting matters; and
- clerical help as mutually agreed upon and as is normal and reasonable in the circumstances

If for any reason you are unable to provide the above or any other information, our fees may increase accordingly.

Other Services

If requested by you, we will, as allowed by the Rules of Professional Conduct, prepare other special reports as required. Management will provide the information necessary to complete these reports and will file them with the appropriate authorities on a timely basis.

Term

The above terms of our engagement will be effective from year to year until amended or terminated in writing.

Terms and Conditions

The attached Terms and Conditions are incorporated into and form an integral part of this engagement letter.

Conclusion

We are proud to serve as auditor of the Municipal Corporation of the Town of Kirkland Lake and we appreciate your confidence in our work. If the services outlined herein are in accordance with your requirements and if the above terms are acceptable, please have one copy of this letter signed in the space provided below and return it to us.

Yours truly,



Baker Tilly SNT LLP
Chartered Professional Accountants, Licensed Public Accountants
/lr

Per: Roxanne V. Gervais, CPA, CA
Partner

The services and terms set out in this engagement letter are as agreed.

Municipal Corporation of the Town of Kirkland Lake

I have authority to bind the Town.

Per: _____



Title: Director of Corporate Services

Terms and Conditions

These terms and conditions are an integral part of the engagement letter (collectively, the "Engagement Letter") to which they are attached. In the event of any conflict between these terms and conditions and the engagement letter to which they are attached, the terms of such engagement letter shall govern.

Privacy

It is hereby acknowledged that in order to complete our engagement as auditor, we may be required to access or have access to personal information in your possession. Our services are provided based on the following:

- a) You represent that before we access this personal information, you have obtained the necessary consents for the collection, use and disclosure of this personal information as required under the applicable privacy legislation; and
- b) We will collect and utilize this personal information only for the purpose of completing this engagement. Any information collected will be subject to our Privacy Policy, which is available online at our website, or in hard copy from the privacy officer in our office.

Working Papers

The working papers, files, other materials, reports and work created, developed, or performed by us in conjunction with this engagement remain the property of the Firm and will be retained by the Firm in accordance with the Firm's policies and procedures.

File Inspections

In accordance with professional regulations and firm policy, our client files must periodically be reviewed by practice inspectors and by other firm personnel to ensure that the Firm is adhering to professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Indemnification

You hereby agree to release, indemnify and hold harmless the Firm and its partners, agents, officers and employees, from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- (a) a breach by the Municipal Corporation of the Town of Kirkland Lake, or its directors, officers, or employees, of any of the provisions herein;
- (b) any misrepresentation by your management; and
- (c) the services performed by us pursuant to this engagement,

unless, and to the extent that, such losses, costs, damages and expenses are found by a court to have been due to the negligence, willful misconduct or dishonesty of the Firm.

This release and indemnification will survive termination of this engagement letter.

Limitation of Liability

In any action, claim, loss or damage arising out of the engagement, you agree that the Firm's liability will be several, and not joint and several, and you may only claim payment from the Firm of the Firm's proportionate share of the total liability based on degree of fault. Our liability, whether in contract or in tort and including liability of our individual partners, agents, officers and employees, for any claim related to professional services provided pursuant to this engagement or any collateral or other engagement for which no other written agreement is made between us pertaining to liability, is limited to the total of the actual amount of the proceeds of professional errors and omissions insurance available to indemnify us in respect of such claims and an annual amount equal to the "deductible" amount of such insurance.

Alliance of Independent Firms

We are a member of Baker Tilly Canada Cooperative, an association of independently owned and operated accounting firms in Canada some of which practice under a common name and that sponsor a number of programs to enhance the ability of the members to be of service to their respective clients nationally and internationally. The national association is not an accounting firm and our practice is not integrated with that of any of the other members. Baker Tilly is a registered trademark of the Baker Tilly Canada Cooperative used under license. We at the Firm are solely responsible for the professional engagement covered by this letter.

Baker Tilly Canada Cooperative is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Neither Baker Tilly Canada Cooperative nor Baker Tilly SNT LLP are Baker Tilly International's agents and do not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Canada Cooperative, Baker Tilly SNT LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under licence from Baker Tilly International Limited.

Costs of Responding to Government Inspection, etc.

If, with respect to this engagement or related services, the Firm is required by government regulation, subpoena, or other legal, investigative, administrative or other process to produce our working papers, or to respond to information or other requests, the Firm will bill the time incurred based on our standard hourly rates plus applicable taxes and disbursements. This paragraph shall survive termination of the Engagement Letter.

Termination

If we elect to terminate our services for non-payment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out of pocket costs, through the date of termination.

Should the Municipal Corporation of the Town of Kirkland Lake not fulfill its obligations toward the Firm under the agreement, particularly those set out under the heading "Management's Responsibilities", and in the event that the Municipal Corporation of the Town of Kirkland Lake fails to remedy such default within thirty days following receipt of a notice from the Firm to this effect, the Firm may, without prejudice to its other rights and recourses, and without any further notice, cease providing services hereunder and consider the present agreement terminated. In such case, the Firm will not be responsible for any loss, costs, expenses or damages resulting from such termination.

Severability

If any provisions of this Engagement Letter are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding to the fullest extent permitted by law.

Governing Law, Attornment

This Engagement Letter is subject to and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall for all purposes be interpreted as a contract of this Province. Each party agrees that any action or proceeding relating to this Engagement Letter shall be brought in any court of competent jurisdiction in a court of this Province and irrevocably waives any right to, and will not, oppose (i) any such Provincial action or proceeding on any jurisdictional basis and (ii) the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of this Province.

Security of Electronic Communication

During the engagement we may from time to time communicate with you electronically. However, as you are aware, the electronic transmission of information cannot be guaranteed to be secured or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We shall not have any liability to you arising from or in connection with the electronic communication of information to you during or as a result of its electronic transmission outside of the Firm's electronic environment. If the communication relates to a matter of significance and there are concerns about possible effects of electronic transmission a hard copy of such transmission should be requested from us.

Baker Tilly SNT LLP has adopted the policy of corresponding by electronic mail ("e-mail") unless notified otherwise. If you specifically want us to never use e-mail in respect of correspondence on your file, please notify us in writing. Otherwise, we will assume that you have approved of our use of e-mail for communication purposes.

Timely Performance

The Firm will use all reasonable efforts to complete the performance of the services described in this engagement letter within the agreed upon time frame. However, the Firm will not be liable for failures or delays in performance that arise from causes beyond our control, including cooperation from management, timely performance by you of your obligations to provide necessary information, quality of financial and other information, full cooperation and access to the Town's team members during the engagement and the prompt supply of any additional documentation requested during the engagement. Significant delays will have a significant impact on our fees and the agreed upon delivery date.

Aggregated Data

Notwithstanding any other provision of this Engagement Letter, the Firm may create Aggregated Data regarding the purchase and use of products and services by you or the Town from the Firm and may use and disclose Aggregated Data in any manner and for any purpose (commercial or otherwise) whatsoever, without any notice, compensation or attribution to you, the Town or any other person. In this Engagement Letter, "Aggregated Data" means data that has been aggregated or otherwise depersonalized so that the information does not identify a specific client or other person or organization.

Cloud Service Providers

The Firm uses commercially available cloud service providers to assist the Firm in the provision of information, products and services to its clients, to provide services to the Firm, to assist the Firm to use personal information as set out in the Privacy Policy and as otherwise permitted by applicable law. To the extent you provide us with your personal information, we will handle your personal information in accordance with our Privacy Policy, available online at our website or in hard copy from the privacy officer in our office.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-104

BEING A BY-LAW TO AMEND BYLAW 21-086 BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AMENDING AGREEMENT WITH THE ONTARIO CLEAN WATER AGENCY FOR OPERATIONS AND MAINTENANCE SERVICES

WHEREAS the Town of Kirkland Lake and the Ontario Clean Water Agency entered into an amending agreement for Operations and Maintenance Services for the Town's Water and Wastewater Treatment Facilities, expiring on December 31, 2023;

AND WHEREAS a clerical error resulted in the improper annual price for 2022 being inserted into the amending agreement and authorizing by-law;

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

- 1 **THAT** Bylaw 21-086 be amended to state the annual price for 2022 as \$776,272, and
- 2 **THAT** the amending agreement attached to by-law 21-086 be replaced with the amending agreement attached hereto as Schedule "A1"

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

SECOND AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 1st day of January, 2022.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes
of Ontario.

(referred to in this Amending Agreement as “OCWA”)

A N D

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

(referred to in this Amending Agreement as “the Client”)

(Each a “Party” and together, “the Parties”)

BACKGROUND TO THIS AMENDING AGREEMENT

WHEREAS the Client and OCWA entered into an agreement effective January 1, 2015 concerning the operation and maintenance of the Client’s Facility (the “Existing Agreement”) attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA agreed to Amend the exiting agreement on January 1, 2019 to extend the term of the agreement by two years to December 31, 2021; (the “Existing Amending Agreement”) attached as Appendix B to this Amending Agreement;

AND WHEREAS the Client and OCWA have agreed to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Client passed By-Law No. _____ on the _____ day of _____ 20____ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following amendments to the Existing Agreement:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

2. **Section 4.1 – Initial Term of the Agreement** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement”

This Agreement shall start on the Effective Date January 1, 2022 and shall continue in effect for an initial term of two (2) years, ending December 31, 2023 (the “Initial Term”) and then may be renewed for two successive (2)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.”

3. **Section 4.5 – Not included In the Annual Price** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.5 - Items Not Included in the Annual Price”

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.6 below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.7(a) below);
- (d) any charges resulting from adverse tax changes in respect of the Services or the Facilities;
- (e) Hydro/Utility costs, as set out in Section 4.10;
- (f) any costs and charges related to third party auditing of the MECP’s Municipal Drinking Water Licensing Program as described in Section 4.12;
- (g) charges for any Optional Services that are provided by OCWA to the Client;
- (h) any costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facilities;
- (i) generator fuel, annual preventative and major maintenance, third party costs, parts and supplies;

- (j) process chemicals are considered to be a flow through expense at cost plus a service fee of 10% to be paid by the client through OCWA at the end of each quarter as described in section 4.13.”

4. **Section 4.14 – Chemical Costs** is hereby added to the Existing Agreement as follows:

“Section 4.14 – Chemical Costs

- (a) The Chemical Costs are not included in the Annual Price.
- (b) OCWA will invoice the client for all chemical costs plus a service fee of 10%.
- (c) OCWA will invoice the client for chemicals quarterly with backup documentation.”

5. **Schedule D – The Annual Price and Other Charges** of the Existing Agreement is hereby deleted and replaced with the following:

“SCHEDULE D – THE ANNUAL PRICE AND OTHER CHARGES

1. **Annual Price for the Initial Term**

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (ii) For Year One from January 1, 2022 through to December 31, 2022 inclusive: \$776,272.00.
- (iii) For Year Two and subsequent Years: \$776,272.00 plus an inflationary adjustment of 2%, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. In Year Two of the Agreement, the inflationary adjustment of 2% shall be added to the Annual Price for Year One of the Agreement and for subsequent Years, on a cumulative basis.

2. **Payment of the Annual Price**

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$64,689.33.

3. **Optional Services**

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (i) Labour rates on Business Days, Monday to Friday, 7:30 to 16:00 shall be billed as per the following listing at the regular hourly rate.
- (ii) Labour rates on statutory holidays shall be billed at the Emergency O/T rates, with a minimum eight (8) hour charge.
- (iii) Labour rates at all other times (after hours and on weekends) shall be billed as per the Emergency and O/T rates with a minimum 4 hour charge (call out) of \$400 per person. However the client shall only pay for those call outs due to power failure, facility equipment failure, acts of God (e.g. storms, high flow situations), and those initiated by the client due to operational issues.
- (iv) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

Position Title	Regular Hourly Rate	Emergency & O/T Rates
Sr. Operations Manager	\$125	\$190
Operations Manager	\$105	\$160
Instrumentation Technician	\$85	\$130
Senior Operator	\$80	\$120
Operator/ Mechanic	\$75	\$115
Process Technician	\$85	\$130
Operator-in-training	\$65	\$98

These rates will be reviewed on an annual basis and the client shall be advised of any changes. Vehicle costs are included in this pricing.

- (v) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee;

4. **Service Fee**

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% for amounts up to \$10,000
- (b) 10% for amounts between \$10,000 and \$50,000;
- (c) Over \$50,000 negotiated price

5. **Schedule E – Insurance** of the Existing Agreement is hereby deleted and replaced with a new “Schedule E”, which is attached to this Agreement:

“SCHEDULE E - INSURANCE

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.”

4. **Schedule G – Chemical Costs** of the Existing Agreement is hereby deleted.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By:
(Authorized Signing Officer)

Date of Signing

By:
(Authorized Signing Officer)

**THE CORPORATION OF TOWN OF
KIRKLAND LAKE**

Date of Signing

By:
(Authorized Signing Officer)

Date of Signing

By:
(Authorized Signing Officer)



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-105

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN EASEMENT AGREEMENT WITH DAVID AND SUSAN BROWN OVER PART 1, 54R-6179

WHEREAS David and Susan Brown are the owners of the land described as Part 1, 54R-6179;

AND WHEREAS The Town of Kirkland Lake has an active easement agreement over Parcel 5103CST;

AND WHEREAS the Town of Kirkland Lake requires access to the easement to undertake various maintenance and upgrade activities;

AND WHEREAS in order to carry out these activities, The Town of Kirkland Lake requires to update the existing agreement;

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

1. **THAT** The Mayor and Clerk be and they are hereby authorized to execute an Easement Agreement with David and Susan Brown over the lands described as Part 1, 54R-6179, and
2. **THAT** By-law No. 83-61 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY NOVEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

AGREEMENT made this ____ day of _____, 2021.

BETWEEN:

David and Susan Brown

Hereinafter called the grantor

AND:

The Corporation of the Town of Kirkland Lake,
In the District of Timiskaming

Hereinafter called the grantee

WHEREAS, the Grantor is the owner in fee simple of certain lands and premises situate, lying and being in the Town of Kirkland Lake, in the District of Timiskaming, more particularly described in Schedule "A" attached hereto and hereinafter referred to as the Schedule "A" lands.

AND WHEREAS the Grantee wishes to construct and repair a storm sewer line, water main and other public utilities, herein after called the "services", at all times in, over and upon part of the Schedule "A" land. The rights and easements reserved herein are to enure to and be appurtenant to and for the benefit of the head office of the Corporation of the Town of Kirkland Lake.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements therein contained and the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor (receipt whereby is hereby acknowledge by the Grantor) the Grantor doth grant unto the Grantee, its successors and assigns, an easement and right to enter upon the Schedule "A" lands by their servants, agents, contractors and workmen and assigns with such equipment and material as may be reasonable necessary for the purposes only of constructing and maintaining the services as particularly set forth below:

1. To construct, keep, operate, inspect and repair the services at all times in, over and upon the said property.
2. In consideration of the sum set out herein, the grantor covenants with the grantee not to erect any buildings or structures on the Schedule "A" lands, except as herein provided.
3. In consideration of the granting of the easement and rights the Grantee covenants with the Grantor as follows:
 - a. Not to erect any structures or buildings, or to build in any way upon the Schedule "A" lands, except as herein provided;
 - b. That in exercising any one or more of its rights referred to in paragraph one above at no time with the Grantor, its customers, patrons, invitees, agents or any person on its behalf, be deprived of access to and enjoyment of any of the facilities forming part of

the Schedule "A" lands and ingress thereto and egress therefrom excepting during construction of the services in the easement and at that time every reasonable effort shall be made to ensure free use by the Grantor;

- c. To use its best efforts not to interfere with the Grantor's use, enjoyment and operation of the Schedule "A" lands;
 - d. To comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the property;
 - e. Subject to provisions hereinafter contained to restore in a good and workmanlike manner the Schedule "A" lands upon completion of any work that may be undertaken by the Grantee to substantially the same condition as existed prior to such work, it being understood by the parties hereto that part or all of the Schedule "A" lands may be used by the Grantor for its own purposes and that the Grantee in the event of exercising any of its rights herein shall restore any paving and substrata and grassed areas of such lands and repair the same to as nearly the same condition as they were at the time of the Town entering;
 - f. To make full and complete compensation for any bodily injury or death to a person caused by the Grantee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible for bodily injury or death attributable to the equipment owned or operated by the Grantee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible; and
 - g. To indemnify the Grantor and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation, or non-performance by the Grantee of any of the terms and conditions of this Transfer of Easement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the Grantor, its officers, employees, agents, contractors or those for whom it is in law responsible.
4. It is provided and expressly agreed between parties hereto that:
- a. The burden and the benefit of this Easement and Agreement shall run with the land and shall extent to, be binding on and enure to the benefit of the registered owners from time to time of the Grantor and of the Grantee and their respective heirs, executors, administrators, successors and assigns.
 - b. The Grantee would relinquish its right to the easement should the Grantor place a plan of subdivision on the property and dedicate a road allowance to the Grantee in the vicinity of the easement and right to enter for access and egress.
 - c. The Grantee agrees to pay for the Grantor's legal costs for the Transfer of Easement.

Owner of Parcel 5103CST

Per:

David Brown

Susan Brown

The Corporation of the Town of Kirkland Lake

Per:

Mayor – Pat Kiely

Clerk – Meagan Elliott

Schedule “A”

54R-6179, Part 1

DRAFT

SCHEDULE			
PART	MINING CLAIM	PIN	AREA (Ha)
1	PART OF MINING CLAIM HR757	PART OF PIN 61402-0799 (LT)	0.0973
GEOGRAPHIC TOWNSHIP OF TECK			

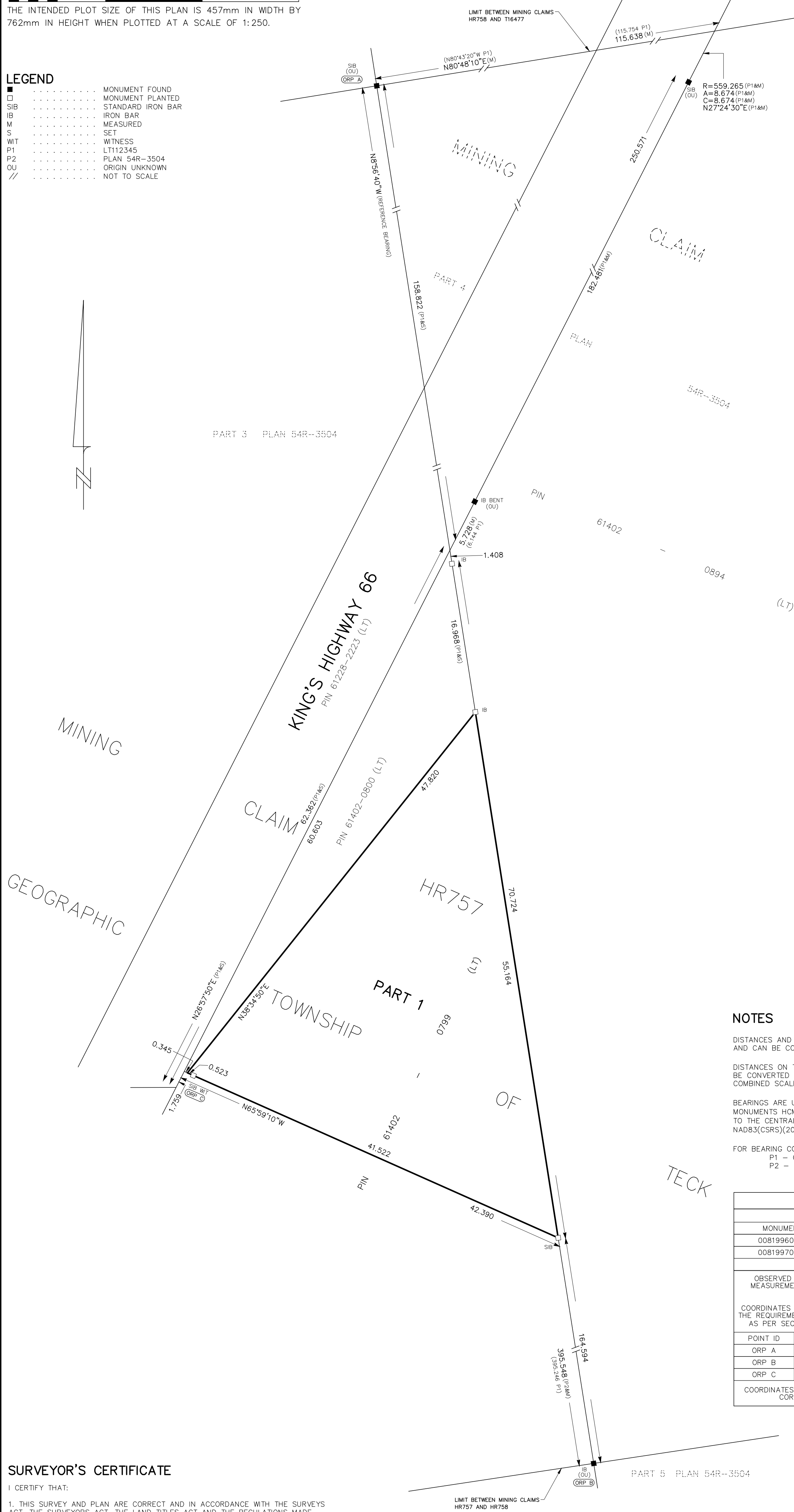
PART 1 COMPRISES PART OF PIN61402-0799 (LT).

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

MINING CLAIM T16477

LEGEND

■	MONUMENT FOUND
□	MONUMENT PLANTED
SIB	STANDARD IRON BAR
IB	IRON BAR
M	MEASURED
S	SET
WIT	WITNESS
P1	LT112345
P2	PLAN 54R-3504
OU	ORIGIN UNKNOWN
//	NOT TO SCALE



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

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.9996388.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs, COSINE MONUMENTS HCM00819960005 & HCM00819970304 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRs)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
P1 - 0°41'40" COUNTER CLOCKWISE.
P2 - 0°42'40" COUNTER CLOCKWISE.

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00B19960005	5327058.03	560413.63
00B19970304	5328117.83	566158.71
UTM ZONE 17, NAD83(CRS)(2010)		
OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCps AND ARE REFERRED TO UTM ZONE 17, NAD83(CRS)(2010).		
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.R.G. 216/10 UNDER THE SURVEYS ACT.		
POINT ID	NORTHING	EASTING
ORP A	5329670.25	567495.99
ORP B	5329279.63	567557.48
ORP C	5329459.07	567493.96
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

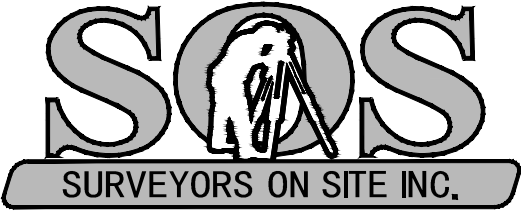
I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 9th DAY OF SEPTEMBER, 2020.

OCTOBER 13, 2020

RYAN W. SEGUIN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2138327.



17 WELLINGTON STREET
NEW LISKEARD, ONTARIO
POJ 1P0
705-622-0872
www.surveyorsonsite.com

DRAWN BY: BS	CHECKED BY: RWS	DATE: OCTOBER 13, 2020	FILE: NL2020-080 RPLAN_v1
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Questions from Council to Staff

Councillor Wight:

At one time radar signs were being ordered, has there been any updates on their arrival time and placement within the community? Will they be placed in the areas of Harding/Tweedsmuir and Main Street as previously discussed?

Staff Response:

The two radars have been purchased and have both arrived at public works. We need to purchase or build supports for each unit as to facilitate their installation and to help move them around town to gather data.

During the winter months we plan on studying the units and complete their supports. Early in the spring we would like to start gathering data with these units to update our traffic counts for our roads. After the data is gathered, we will determine where they should be placed over the summer and fall months to help with traffic control. Suggestions are welcome for which locations we should be prioritized.

Councillor Shaba:

Is there any consideration or an action plan for the businesses and houses with septic system, along the forced sanitary sewer main line, to be tied in once the main is completed?

Staff Response:

We have received inquiries from both home owners and businesses along the force-main route, about how they could connect to it. It would require some combination of a grinder pump and check valves, possibly a means of collection and storage, and a method of coordinating it with the force-main pump cycles. I have requested the project designer Stantec to provide us with details about how to connect, and how much it will cost. I expect to have this information prior to project completion, and will pass it on to the interested parties.

EMAIL CORRESPONDENCE

Thank you for your recent correspondence regarding the Kirkland Lake Council resolution. I would like to take this opportunity to share with you some Bear management information and propose some potential measures to help manage bears within the town of Kirkland Lake.

Trap and relocation is the least effective management tool and has limited success, with many bears returning to the same area after being relocated or being quickly replaced by other bears if the attractants are not properly managed. As such, the MNRF only traps and relocates black bears under exceptional circumstances. These circumstances include when Police have assessed that the bear is a threat and have requested MNRF assistance, and all other bear management options have been exhausted.

The MNRF monitors bear calls made through the Bear Reporting Line and actions those that are of a serious nature (bears breaking into structures, bears becoming too comfortable in town, etc). The Kirkland Lake MNRF trapped and relocated 21 bears this season and has 7 full time staff and one seasonal bear management technician trained in bear management and available to respond to calls as required. The vast majority of calls from the Kirkland Lake area were caused by residents not properly managing attractants such as garbage and bird feeders.

There was an increase in human-bear interactions this season due to a late spring frost resulting in a complete berry crop failure, which caused bears to search for alternative food sources. Bears have an excellent sense of smell and will travel great distances to access a food source. They also have great memories and tend to return to a food source again and again. Having residential garbage easily accessible, can become a potential food source and attract bears into town.

The onus needs to be placed on the landowner to secure all attractants from bears and remain vigilant. If people live in bear habitat, there is a constant requirement to manage attractants properly.

This includes:

- Putting garbage out only on the morning of garbage day, not the night before
- Putting garbage in containers that have tight fitting lids and storing them in a bear-proof location such as your basement or a sturdy garage
- Only feeding birds during the winter months
- Keeping BBQs clean

Bear management needs to be a joint effort, between residents, the Town of Kirkland Lake, and the MNRF. Attached is an email that was sent to Ashley Bilodeau last year with multiple suggestions that could greatly assist in managing bears and reducing the human bear occurrences within the Town of Kirkland Lake. We would like to work proactively with the Town of Kirkland Lake, and hope that you would consider enacting

bylaws and delaying garbage pickup to a later time, similar to other municipalities with bear management issues. The Town of Kirkland Lake could help by:

- enacting a bylaw prohibiting residents from feeding bears
- enacting a bylaw prohibiting residents from storing garbage improperly
- re-examining garbage pick up times to allow residents more time to put their garbage out in the mornings during the months when bears are active (April-Nov) (garbage pickup starting no earlier than 8AM for example).

Thank you,

Andrew MacLean, R.P.F.

Resources Management Supervisor

Ministry of Northern Development, Mines, Natural Resources and Forestry

Reduction of Human – Bear Conflicts Through Effective Management of

Attractants in Communities: A Toolkit for Municipal By-laws

1.0 Purpose and Objectives of By-laws

The purpose of enacting Municipal Bear Wise by-laws is to provide for safer communities while minimizing the creation and destruction of problem bears. Negative human interaction with problem bears and the potential for destruction of property or threat to personal safety needs to be managed to the extent possible. Bear Wise by-laws are an important element in the overall efforts to reduce human – bear conflicts but need to be coupled with other prevention initiatives and importantly, education and awareness. Communities are encouraged to take a comprehensive holistic approach to reduce the risk of human-bear conflicts – in fact, the active participation of communities is key. The standards set and actions taken in each community will need to be monitored and adjusted as appropriate on an ongoing basis as the needs of each community vary largely and change with time.

By-laws can significantly contribute to the goals of municipalities willing to implement the Bear Wise management program. The variety of types of by-laws indicates that general and specific by-laws can address the intent, neglect, or irresponsible management of attractants for bears in particular and wild animals in general. By-laws can address feeding of wildlife, attractants, improper garbage storage, improper timing of placement of garbage, etc. An enforcement strategy and a commitment to take the appropriate action are necessary to ensure compliance with by-laws and ordinances.

2.0 Key Elements of By-laws

By-laws must be designed individually by each municipality. While this document includes sample phrases based upon municipal by-laws from other jurisdictions designed to reduce the availability of non-natural attractants to bears and the resulting safety and property damage risk posed by the presence of bears in search of food in the community, these sample by-law phrases are provided for information purposes only. The Ministry of Natural Resources does not guarantee the accuracy or completeness of the sample phrases, the effectiveness

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of the sample by-law phrases to achieve any particular purpose, or the legal authority for their enactment. The Ministry assumes no liability or obligation whatsoever for any consequences arising out of anyone's use of, or reliance on, the information provided in this Toolkit. The Ministry does not recommend any particular sample by-law. However, it is hoped that the information below will provide some assistance as you consider what specific solution will address the needs and circumstances in your particular municipality. As with any legal instrument, individual municipalities must consult their own technical staff and legal advisors prior to relying on any of the information or sample by-law phrases provided in this Toolkit.

Programs in other jurisdictions and the experience of communities elsewhere suggest some methods to reduce the availability of bear attractants supported by by-laws are:

- Limiting the placement of garbage to the day of pickup e.g. 6AM to 7PM.
- Prohibiting garbage from being stored outside unless it is in bear resistant containers or stored in secure buildings.
- Eliminating curb side collection (no garbage left out on the street).
- Providing residents with access to use bear-proof dumpsters for 24/7 (less accumulation of stored garbage in residences and on streets).
- Requiring all containers to be bear-proof (no more open containers containing bear attractants).
- Requiring the use and proper maintenance of grease barrels that are bear-proof or secured within fenced enclosures so as to be bear-proof (fewer bears attracted to restaurants / food services facilities).
- Outlining requirements for garbage management at special events.
- Prohibiting the feeding of undomesticated and unconfined wildlife on any communal property.
- Restricting the use of birdfeeders (prohibit use during bear season or require placement to be bear proof).
- Prohibiting the accumulation of fruit in residential yards (bears will not find fruit, fallen or ripe, at residences).

Emerging municipal wet waste and composting programs would also benefit from bylaws managing placement and pickup of attractants as illustrated above.

Programs in other jurisdictions and the experience of communities elsewhere also suggest that principles can be written into by-laws to provide clear context, for example:

“Whereas, Alpine County contains a substantial population of bears, some of which reside or wander in areas of human habitation; and
Whereas, human conduct making food or other attractants available to bears in Alpine County allows the bears to become both a nuisance and a hazard to humans and pets; and
Whereas, nuisance bears which become accustomed to interaction with humans must be destroyed; and
Whereas, the Board of Supervisors of Alpine County intends that wild animals shall not be needlessly destroyed and human safety shall be preserved.” (10)

The following Parts 3 and 4 of the Toolkit provide sample wording for some common elements that might be found in Municipal Bear Wise by-laws. As stated earlier, the Ministry of Natural Resources does not guarantee the accuracy or completeness of the sample definitions, or the sample phrases that follow. As with any legal instrument, prior to relying on any of the sample wordings, individual municipalities must consult their own technical staff and legal advisors and consider what specific solution will address the needs and circumstances in their particular municipality.

Please consult Part 6 for the list of References from other jurisdictions.

3.0 By-law Definitions for Common Elements

Attractant: includes any substance that could be reasonably expected to attract wildlife or domesticated animals including but not limited to food products, refuse, pet food, feed, grain, or salt.

Bear: means a black bear (*Ursus americanus*).

Bear resistant container: a fully enclosed container with a [metal] lid which can be completely closed with a latching mechanism that prevents access by bears. Any container which is overfilled so as to prevent latching is not a bear resistant container.

Bear resistant enclosure: a structure with four enclosed sides, roof, doors, and a latching device, of sufficient design and strength to prevent access by bears.

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Feed: to give, place, expose, deposit, distribute, or scatter any edible material with the intention of feeding, attracting, or enticing bears or other wildlife and does not include baiting during legal activities.

Garbage: includes any and all rubbish, trade waste, ashes, household waste, discarded matter, substances or objects, abandoned or discarded waste or vegetable or animal food, floor sweepings, crockery, glass or metal ware having contained food. Alternatively, any material that currently has no economic value to a local enterprise and those items which are designated by the Municipality as being acceptable for refuse collection.

Garbage collection day: the regular scheduled garbage pickup day established for each location in the [City, Municipality] and shall include the adjusted date where public holidays occur.

Grease barrel: any container used to store discarded cooking oil and/or grease.

Refuse: includes all substances and materials which are an attractant to bears.

Wildlife: includes any animal which is wild by nature and not normally domesticated in Ontario.

4.0 Sample By-law Phrases

4.1 Feeding of Black Bears:

Example 1: To prohibit feeding of bears

No person shall knowingly or willingly store, or in any manner provide access to food, to any bear. (12, 15)

Example 2: To prohibit feeding of bears and birds

No person shall knowingly leave or store any refuse, food product, birdseed, grain or salt in a manner which would constitute a lure, attraction or enticement of birds and bears. (16)

Example 3: To prohibit feeding but account for confined wildlife

No person shall feed, in any public park or on any other property owned or operated by {municipality name}, any wildlife, excluding confined wildlife (for example, confined in zoos, parks, or rehabilitation centres, or unconfined at education centres). (14)

Example 4: To prohibit feeding except where authorized

No person shall feed any wildlife within a park unless such feeding is expressly authorized by the Park Authority by a posted sign or in writing. (13)

Example 5: To prohibit feeding of black bears

No person shall feed, give, place, expose, deposit, distribute, or scatter any attractant with the intention of feeding, attracting, or enticing a black bear. (1)

4.2 Attracting Black Bears:

Example 1: To prohibit storage of attractants

No person shall place or store bear attractants out of doors (16)

No person shall accumulate, store, collect, deposit, distribute or scatter any attractant including but not limited to food wastes, discarded fruit, pet food, garbage, in such a manner as to promote an increase in bear activity. (7)

Example 2: Clauses addressing various attractants

- a) Feeding bears and depositing or storing any domestic garbage, pet food, food waste, or other edible refuse that could attract bears is prohibited.
- b) Bee hives shall be protected by an electric fence or otherwise be made inaccessible to bears.
- c) Outdoor fridges or freezers shall be inaccessible to bears.
- d) No meat by-products or waste shall be put in compost piles. (18)
- e) Birdseed in outdoor feeders is permitted only from October 31st to April 1st each year. The area below the bird feeder shall be kept free of accumulations of seed.
- f) Hummingbird feeders shall be suspended on a cable or other device so that they are inaccessible to bears.
- g) Pets shall be fed inside and pet food stored in a secure building.
- h) Barbeques that are stored outside shall be cleaned thoroughly after each use.
- i) Compost shall be maintained in a manner that avoids odours. Meat or fish products or large amounts of fruit shall never be placed in the compost. (15)

Example 3: To address bee hives

The owner of bee hives must protect the hives by an electric fence or otherwise make them inaccessible to bears. (18)

Example 4: To minimize bear/human conflicts

No person shall fail to take remedial action to avoid contact or conflict with bears after being advised by the enforcement officer that such action is necessary. Remedial action may include, but not limited to, removal of attractants such as barbeques, pet food, and bird feeders. (2)

Subsequent to initial contact or conflict with a bear, no person shall continue to provide an attractant, or otherwise fail to secure or remove any likely attractants, including but not limited to refuse, barbeques, pet food, and bird feeders. (2)

4.3 Storage Of Garbage

Example 1: Storage

Every person providing an outdoor container or receptacle used for depositing or storing food waste or other edible waste that could attract bears shall provide a bear resistant container. The owner of every commercial, industrial, institutional and tourist accommodation building and every multiple residential development with three or more dwelling units, shall provide a garbage storage site located inside a building or within a bear resistant enclosure. (14)

Example 2: Disposal

Any person disposing of domestic and commercial refuse shall place the waste in one of the following between collection days:

- 1) a building, house or garage that is inaccessible to bears (not in a carport, on a deck, patio, balcony, or in a yard)
- 2) a bear resistant container
- 3) a container that is placed in a bear resistant enclosure
- 4) deposited at an appropriate Municipal disposal site. (1)

Example 3: Grease barrels

The owner of a grease barrel shall empty it regularly, not allow it to overflow, and keep it in secure enclosures that prevent access to bears. (15)

Example 4: Maintenance

The owner of a bear resistant container or enclosure shall keep it closed and secure when waste is not being deposited and if the container becomes damaged, shall repair it in a timely fashion. (14)

Example 5: To exempt special events

Garbage containers required for temporary special events, such as weekend tournaments, weddings, outdoor conventions, and Canada Day celebrations are exempt from the bear resistant container requirement if the containers are emptied before 10:00PM on the day of the event. (14)

Example 6: To include special events

Persons responsible for a special event shall collect refuse from the grounds of the event at the close of each day and deposit it in a bear resistant container, a bear resistant enclosure, or at a waste disposal site or in a building which is inaccessible to bears. (1)

4.4 Timing Of Placement Of Garbage

Example 1: Curb side placement

No person shall place garbage before 6:00AM on garbage collection day. (8)

No person shall place any container containing bear attractants on any city street or boulevard prior to 6:00AM of the collection day. (7)

4.5 Enforcement

Municipalities must consult their own technical staff and legal advisors regarding the appropriate enforcement measures that comply with applicable laws.

5.0 Benefits of Enacting Bear Wise By-laws

Reducing human-bear conflicts is a necessary step towards maintaining a safe and healthy community and a sustainable environment. Where bears have become

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problematic and pose a potential threat to public safety, Bear Wise By-laws are intended to:

- Protect human health
- Protect human safety
- Reduce property damage
- Increase human-wildlife awareness
- Maintain biodiversity
- Increase animal welfare
- Increase community tourism
- Reduce community financial costs

While it is not possible to eliminate all risks, prevention in the form of by-laws may help to minimize these risks.

An increase in human-bear awareness can have a strong effect on overall community health. Awareness can be long-lasting and places a sense of ownership on responsibility for wildlife health in communities. The important place that bears have in our ecology can be preserved as fewer bears would be needlessly destroyed. The role of a community in conserving and maintaining a variety of life in all its forms is invaluable and reinforces a comfort level with wildlife in general. As a community becomes Bear Wise, the community progresses into a preventive mode of managing wildlife conflicts that is more effective in reducing human-bear conflicts. A community may choose to market their appeal as being Bear Wise. Increased tourism activity and economic gain could result from the effective implementation of Bear Wise by-laws as communities move to proactively manage human-bear conflicts and recognize the important place black bears have in our natural heritage.

6.0 References

1. Animal Protection Institute. Prevention of Wildlife Access to Refuse. May 23 2004. <<http://www.bearsmart.com/bearSmartCommunities/Bylaws/ModelOrdinanceBearProofing-API.pdf>>
2. Animal Protection Institute. Prohibition on Feeding Wild Animals. May 23 2004. <<http://www.bearsmart.com/bearSmartCommunities/Bylaws/Model%20Ordinance-NoFeedingWildlife-API.pdf>>

3. British Columbia Ministry of Environment, Lands and Parks. Bill 63 – 1999 Wildlife Amendment Act. May 26 2004. <http://www.legis.gov.bc.ca/1998-99/3rd_read/gov63-3.htm>
4. Board of Trustees of Basalt, Colorado. Approving a New Article VIII to Chapter 7 of the Municipal Code of the Town of Basalt Entitled “Wildlife Protection”, Which Protects Wildlife by Regulating the Storage and Handling of Refuse and Food Edible by Wildlife. May 23 2004.
<http://www.colocode.com/basalt/basalt_07.pdf>
5. City of Aspen. Wildlife Protection Guidelines – Revised July 2002. May 23 2004.
< <http://www.aspenpitkin.com/pdfs/depts/44/wildlifeguide.pdf>>
6. City of Chilliwack. A Bylaw to Prohibit the Feeding and Release of Animals. May 24 2004. <www.gov.chilliwack.bc.ca (bylaw listing number 2974)>
7. City of Kamloops . A By-law of the City of Kamloops Relating to the Collection and Disposal of Garbage and Refuse. May 24 2004.
<<http://www.bearsmart.com/bearSmartCommunities/Bylaws/KamloopsByLawNo40-7.pdf>>
8. Corporation of the City of Elliott Lake. By Law No 85-58. May 25 2004.
<<http://www.cityofelliottlake.com/PDFByLaws/8558GarbageBylawconsolidation.pdf>>
9. Corporation of the City of Revelstoke. By Law No 1552. May 23 2004.
<<http://www.cityofrevelstoke.com/> (bylaw listing number 1552)>
10. County of Alpine. Ordinance No 594-96. May 23 2004.
<<http://www.bearsmart.com/bearSmartCommunities/Bylaws/AlpineCountyCA594.pdf>>
11. Fairfax County Park Authority Board. Appendix 7 Park Authority Regulations. May 23 2004 <<http://www.co.fairfax.va.us/parks/parkpolicy/parkpolicyframe.htm>>

12. New Jersey State. Chapter 97. May 24 2004.
<<http://www.bearsmart.com/bearSmartCommunities/Bylaws/NJBillToBanFeedingBears.pdf>>
13. New Jersey State. Model Ordinance – Wildlife Feeding. May 26 2004.
<<http://www.nj.gov>>
14. Resort Municipality of Whistler. Bylaw No 1445, 1999 A Bylaw to Provide for the Control and Disposal of Garbage. May 25 2004.
<<http://www.bearsmart.com/bearSmartCommunities/Bylaws/WhistlerBylaw1445-1999.pdf>>
15. Rossland Bear Aware Advisory Committee. For April 15 Council Meeting May 25 2004
<<http://www.bearsmart.com/bearSmartCommunities/Bylaws/RosslandBylaw.pdf>>
16. Town of Canmore. Bylaw 09-2001. May 24 2004.
<<http://www.gov.canmore.ab.ca/html/home.html> (bylaw heading)>
17. Town of Smithers. Garbage Collection ByLaw No 1350, 2000. May 24 2004.
<http://hp.bccna.bc.ca/Community/Smithers/pdfs/bylaws/bl_1350.pdf>
18. Village of Lions Bay. Waste Collection Amendment. May 26 2004.
<<http://www.bearsmart.com/bearSmartCommunities>>



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-106

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD NOVEMBER 16, 2021**

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

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Town of Kirkland Lake at this meeting be confirmed and adopted by by-law;

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

- 1 **THAT** the actions of the Council of the Town of Kirkland Lake in respect of each motion passed and other actions taken by the Council of the Town of Kirkland Lake at this meeting are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2 **THAT** the Mayor and Councillors of the Town of Kirkland Lake are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Town of Kirkland Lake referred to in the preceding section.
- 3 **THAT** the Mayor and the Clerk are hereby authorized to execute all documents necessary on behalf of the Council and to affix thereto the corporate seal of the Town of Kirkland Lake.
- 4 **THAT** this by-law comes into force upon adoption by Council of the Town of Kirkland Lake.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY
OF NOVEMBER, 2021.**

Pat Kiely, Mayor

Meagan Elliott, Clerk