



AGENDA

Regular Council Meeting

Tuesday, January 11, 2022
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.

We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki ᐱᐩᐩᐩᐩᐩᐩᐩ, 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.

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 January 11, 2022 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. (purposely blank - do not delete)
[Regular Council Minutes - 14 Dec 2021](#)

RECOMMENDATION:

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

- Minutes of the Regular Meeting of Council held December 14, 2021.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Northern Throttle Drags Races

Richard Charbonneau, Waste Management Manager

[2022-DEV-001 Northern Throttle Drag Races Request](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-001 entitled “**Team Northern Throttle Drag Races Summer Airport Use Request**”, be received, and

THAT Council approve in principle (pending any pandemic restrictions) and direct staff to finalize arrangements with Team Northern Throttle for the use of the Kirkland Lake Airport to host Drag Races for June 22nd to June 27th 2022 inclusive (pending any pandemic restrictions), and

THAT Council approve in principle (pending any pandemic restrictions) Team Northern Throttle’s request for the use of the Kirkland Lake Airport to host for Drag Races for July 6th to July 11th 2022 inclusive, and

THAT Council approve in principle (pending any pandemic restrictions) Team Northern Throttle’s request for the use of the Kirkland Lake Airport to host for Drag Races for August 17th to August 22nd 2022 inclusive, and

THAT any changes caused by the COVID 19 pandemic be communicated to Team Northern Thunder a minimum of 14 days in advance of the scheduled events if practical.

6.2. Civic Park FedNor Funding Agreement

Wilfred Hass, Director of Corporate Services

[2022-DEV-002 Civic Park - FedNor Funding Agreement](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-002 entitled “**Civic Park FedNor Funding Agreement**” be received, and

THAT Mayor and Clerk be authorized to execute an agreement with the Federal Economic Development Agency For Northern Ontario (FedNor) for funding under the Canada Community Revitalization Fund of up to \$285,000 towards the expansion and improvement of Kirkland Lake’s primary shared multi-purpose community space, Civic Park, AND

THAT staff be directed to include the municipal share of the project (to a maximum of \$96,250) in the 2022 Capital Budget.

6.3. Signing Authority Policy

Shawn LaCarte, Director of Corporate Services

[2022-CLK-001 Signing Authority Policy](#)

RECOMMENDATION:

BE IT RESOLVED THAT Memorandum Number 2022-CLK-001 entitled “**Signing Authority Policy**” be received,

THAT the updated Signing Authority Policy is approved, and

THAT staff be directed to insert the updated Signing Authority Policy into the Corporate Policy Manual.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. 22-001

[22-001 Borrowing By-Law](#)

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 22-001, being a by-law to authorize the borrowing for current expenditures for 2022.

8.2. 22-002

[22-002 Interim Tax By-Law](#)

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 22-002, being a by-law to provide for interim tax levy and to provide for the payment of taxes and to provide for penalty and interest of 1.25 percent per month.

8.3. 22-003

[22-003 TKL User Fee By-law](#)

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 22-003, being a by-law to establish user fees for the Corporation of the Town of Kirkland Lake.

8.4. 22-004

[22-004 By-law Cemetery Fees](#)

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 22-004, being a by-law to establish fees for the Kirkland Lake Cemetery.

- 8.5. 22-005
[22-005 By-Law to Appoint an interim Clerk](#)
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 22-005, being a by-law to appoint a Clerk for the Town of Kirkland Lake.
- 8.6. 22-006
[22-006 By-law to appoint Interim Deputy Treasurer](#)
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 22-006, being a by-law to appoint a Treasurer for the Town of Kirkland Lake.
- 8.7. 22-007
[22-007 By-law to Appoint a Treasurer](#)
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 22-007, being a by-law to appoint a Treasurer.
- 8.8. 22-008
[22-008 Bylaw - Agreement with FedNor](#)
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 22-008, being a by-law to authorize the Mayor and Clerk to execute an agreement with the Federal Economic Development Agency for Northern Ontario (FedNor) for the Canada Community Revitalization program funding for improvements to Civic Park.
- 8.9. 22-009
[22-009 By-law to amend 15-017 Parking By-law](#)
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 22-009, being a by-law to amend by-law 15-017 for the regulation of parking for the Town of Kirkland Lake.

9. QUESTIONS FROM COUNCIL TO STAFF

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

13. CLOSED SESSION

RECOMMENDATION:

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss:

1 matter relating to (d) labour relations or employee negotiations;

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. 22-010

[22-010 By-law to Confirm January 11, 2022](#)

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 22-010, being a by-law to confirm the proceedings of Council at its meeting held January 11, 2022.

16. ADJOURNMENT

RECOMMENDATION:

BE IT RESOLVED THAT Council adjourn the January 11, 2022 Regular Meeting of Council.



MINUTES

Regular Council Meeting

Tuesday, December 14, 2021
4:40 PM
Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, December 14, 2021, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

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

Absent: Councillor Eugene Ivanov

Staff: Clerk Meagan Elliott, Director of Community Services Bonnie Sackrider, Executive Director Tanya Schumacher, Director of Economic Development Wilfred Hass, Waste Management Manager Richard Charbonneau, Director of Public Works Jim Roman, Director of Corporate Services Shawn LaCarte, and Performance Improvement Coordinator Sheri Matthews

1. CALL TO ORDER AND MOMENT OF SILENCE

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

2. APPROVAL OF THE AGENDA

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

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on December 14, 2021 beginning at 4:40 PM be approved as circulated to all Members of Council with the addition of a verbal COVID-19 update to be addressed as item 6.1
CARRIED

3. DECLARATION OF PECUNIARY INTEREST

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

4. PETITIONS AND DELEGATIONS

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

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

- Minutes of the Regular Meeting of Council held November 16, 2021

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1.** Verbal COVID-19 Update
Bonnie Sackrider, Director of Community Services

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

BE IT RESOLVED THAT the verbal COVID-19 update be received.

CARRIED

- 6.2.** 2021 Capital Budget Status Update as of Dec 8, 2021
Sheri Matthews, Performance Improvement Coordinator

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

BE IT RESOLVED THAT Report Number 2021-FIN-009 entitled “**2021 Capital Budget – Status / Update as of 08 Dec 2021**” be received; and **THAT** staff be directed to fund capital project shortfalls identified as of December 8, 2021 as follows:
B2021-0014 – transfer \$530 from Infrastructure Capital Reserve;
B2021-0020 – transfer \$3,348 from Infrastructure Capital Reserve;
Utility Locator – transfer \$2,814 from Waterworks Reserve Fund and \$2,814 from Wastewater Reserve Fund; and
Land Improvements at former Queen Elizabeth School property – transfer \$4,344 from Infrastructure Capital Reserve.

CARRIED

- 6.3.** 2021 Reserves and Reserve Funds and Year-End Transfers
Sheri Matthews, Performance Improvement Coordinator

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

BE IT RESOLVED THAT Report Number 2021-FIN-010 entitled “**2021 Reserves and Reserve Funds and Year-End Transfers**” be received; and **THAT** staff be directed to complete the following transfers, related to the 2021 fiscal year-end:

- Remaining funds in the Capital Contingency Reserve to the Infrastructure Capital Reserve and close the Capital Contingency Reserve;
- Remaining funds in the Centennial Committee Reserve to the Community Improvement Program Reserve and close the Centennial Committee Reserve;

- Remaining funds in the Archer Drive Reserve to the Archer Drive Reserve Fund and close the Archer Drive Reserve;
- Any net revenues from sundry land sales to the Community Improvement Program Reserve;
- Any net revenues from the sale of land located on Archer Drive to the Archer Drive Reserve Fund;
- Any net revenues from the lease of the Day Care building on Queen Street to a new Day Care Reserve to offset future costs related to the Day Care Building;
- Any winter control surplus (ie. actual expenses less than budget) to the Winter Control Stabilization Reserve;
- Any operating surplus to the Reserve for Working Capital;
- Any surplus in Waterworks to the Waterworks Reserve Fund;
- Any surplus in Wastewater to the Wastewater Reserve Fund;
- Any unspent portion of tax levy dollars for 2021 capital projects to the Infrastructure Capital Reserve;
- Any unspent COVID funding to a new COVID-19 Recovery Reserve to offset future COVID-19 operating costs and pressures;
- Amounts to the Library Programming Reserve and the Library Capital Reserve Fund in accordance with motions provided by the Public Library Board;
- Town of Kirkland Lake's share of any 2021 net revenues from The Town of Kirkland Lake Solar Inc. to the Life Cycle Replacement Reserve Fund;
- Amounts from the Infrastructure Capital Reserve to fund any overspent portion of capital projects (excluding Waterworks and Wastewater capital projects) completed in 2021 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve;
- Amounts from the Waterworks Reserve Fund to fund any overspent portion of Waterworks capital projects completed in 2021 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve Fund; and
- Amounts from the Wastewater Reserve Fund to fund any overspent portion of Wastewater capital projects completed in 2021 where no alternative sources of funding are available, to the extent that a balance exists in that Reserve Fund.

CARRIED

6.4. Vaccination Policy Update
Shawn LaCarte, Director of Corporate Services

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

BE IT RESOLVED THAT Memorandum Number 2021-HR-016 entitled "**COVID-19 Vaccination Update**" be received.

CARRIED

6.5. Signing Authority Policy
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-033M entitled “**Signing Authority Policy**” be received,
THAT the updated Signing Authority Policy is approved, and
THAT staff be directed to insert the updated Signing Authority Policy into the Corporate Policy Manual.

CARRIED

6.6. Council Chambers IT Update
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-031M entitled “**Council Chambers IT Update**” be received,
THAT staff be directed to work with public health to allow members of the public to attend meetings, and
THAT staff be directed to implement smartsheet forms for COVID screening individuals attending Council Chambers

CARRIED

6.7. Committee Updates and 2022 Council Calendar
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-029M entitled “**Committee Updates and 2022 Council Calendar**” be received,
THAT staff be directed to advertise for the vacant committee positions,
THAT staff be directed to present a Committee Appointment by-law, and
THAT the 2022 Council and Committee Calendar is hereby approved.

CARRIED

6.8. Winter Parking
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-030M entitled “**Winter Parking**” be received,
THAT staff be directed to present an amending by-law to remove “for the purpose of winter maintenance activities” and change “restricts” to “prohibits” from Section 11 of the parking by-law,

THAT staff be directed to present a process and delegation of authority to administer seasonal leases on suitable Town owned lots to assist with winter parking, and
THAT Council hereby supports increasing enforcement of winter parking infractions.

CARRIED

6.9. User Fees
Meagan Elliott, Clerk

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

BE IT RESOLVED THAT Memorandum Number 2021-CLK-032M entitled “**User Fees**” be received,
THAT staff be directed to present by-laws to pass the updated User Fees and Cemetery Fees,
and

THAT staff be directed to present alternative Airport fees for consideration

CARRIED

6.10. Municipal Household Hazardous Waste - Agreement with Product Care Association of Canada
Richard Charbonneau, Waste Management Manager

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

BE IT RESOLVED THAT Report Number 2021-DEV-058 entitled “**Municipal Household Hazardous Waste – Agreement with Product Care Association of Canada**”, be received and
THAT staff be directed to present a by-law to authorize the Mayor and Clerk to Execute an Agreement with Product Care Association of Canada for the safe handling of HSP Materials and associated containers.

CARRIED

6.11. Request from Brenda Brisebois to Waive Landfill Tipping Fees
Richard Charbonneau, Waste Management Manager

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

BE IT RESOLVED THAT Report Number 2021-DEV-061 entitled “**Request from Brenda Brisebois to Waive Landfill Tipping Fees**” be received,
THAT staff be directed to waive 100% of the tipping fees associated with the clean up at the property known at 47 Kirkpatrick Street,
THAT staff be directed to apply any costs from the cleanup to the tax roll number,
THAT staff be directed to approach the adjacent Kirkpatrick Street property for the same offer, and

THAT staff be directed to present an updated Tipping Fee Reduction policy.

CARRIED

- 6.12.** Ontario Infrastructure and Lands Corporation License Agreement Renewal
Jenna McNaughton, Planning Administrator

Moved by: Councillor Lad Shaba

Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Report Number 2021-DEV-059 entitled “**Ontario Infrastructure and Lands Corporation License Agreement Renewal**” be received, and

THAT staff be directed to present a by-law to authorize Mayor and Clerk to execute a Recreational License Renewal Agreement with Ontario Infrastructure and Lands Corporation.

CARRIED

- 6.13.** Addition to Capital Budget - Animal Control Furnace
Wilf Hass, Director of Economic Development

Moved by: Councillor Patrick Adams

Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Report Number 2021-DEV-056 entitled “**Addition to Capital Budget – Animal Control Furnace**” be received, and

THAT staff be directed to add the purchase and installation of a new furnace to the 2021 Capital Budget, and

THAT staff be directed to transfer \$5,596.80 net of HST rebates from the ‘Infrastructure Capital Reserve’ to fund the expense.

CARRIED

- 6.14.** Northern Ontario Resource Development Support Fund
Wilf Hass, Director of Economic Development

Moved by: Councillor Casey Owens

Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Report Number 2021-DEV-057 entitled “**Northern Ontario Resource Development Support Fund**” be received, and

THAT staff be directed to identify the SCADA upgrades at the Kirkland Lake Water Treatment Plant as the recipient project for the 2021 municipal allotment under the Northern Ontario Resource Development Support Fund, and submit the required program documentation.

CARRIED

- 6.15.** Economic Development Corporation Briefing
Wilf Hass, Director of Economic Development

Moved by: Councillor Stacy Wight

Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Memorandum Number 2021-Dev-062 entitled
“Economic Development Corporation Briefing” be received.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

Moved by: Councillor Stacy Wight

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 21-107, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of Parts 1, 2, 3 and 4, 54R-6235 to Kirkland Lake Gold Inc.

CARRIED

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 21-108, being a by-law to authorize the Mayor and Clerk to execute a recreation license renewal agreement for lands legally described as Part 1, TER-381 with Ontario Infrastructure and Lands Corporation

CARRIED

Moved by: Councillor Patrick Adams

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 21-109, being a by-law to authorize the Mayor and Clerk to execute an agreement with Product Care Association of Canada for safe handling of hazardous and special products and associated containers

CARRIED

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 21-110, being a by-law to establish user fees for the Corporation of the Town of Kirkland Lake

CARRIED

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

By-law Number 21-111, being a by-law to establish fees for the Kirkland Lake Cemetery

CARRIED

Moved by: Councillor Casey Owens
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 21-112, being a by-law to authorize the Mayor and Clerk to execute an agreement with Second Street Daycare Inc. for the lease of 119 Queen Street

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

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

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

CARRIED

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

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

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss:

- 1 matter relating to (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- 2 matters relating to (e) litigation or potential litigation; and
- 1 matter relating to (b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

Council moved into Closed Session at 6:55pm
Council rose from Closed Session at 8:49pm

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. Moved by: Councillor Stacy Wight
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 Clerk, and the Seal of the Corporation be affixed thereto;

By-law Number 21-113, being a by-law to confirm the proceedings of Council at its meeting held December 14, 2021.

CARRIED

16. ADJOURNMENT

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

BE IT RESOLVED THAT Council adjourn the December 14, 2021 Regular Meeting of Council.

CARRIED

Pat Kiely, Mayor

Meagan Elliott, Clerk

APPROVED BY COUNCIL ON

REPORT TO COUNCIL

Meeting Date: 1/11/2022

Report Number: 2022-DEV-001

Presented by: Richard Charbonneau

Department: Development Services

REPORT TITLE

Team Northern Throttle Drag Races Summer Airport Use Request

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-001 entitled “**Team Northern Throttle Drag Races Summer Airport Use Request**”, be received, and

THAT Council approve in principle (pending any pandemic restrictions) and direct staff to finalize arrangements with Team Northern Throttle for the use of the Kirkland Lake Airport to host Drag Races for June 22nd to June 27th 2022 inclusive (pending any pandemic restrictions), and

THAT Council approve in principle (pending any pandemic restrictions) Team Northern Throttle’s request for the use of the Kirkland Lake Airport to host for Drag Races for July 6th to July 11th 2022 inclusive, and

THAT Council approve in principle (pending any pandemic restrictions) Team Northern Throttle’s request for the use of the Kirkland Lake Airport to host for Drag Races for August 17th to August 22nd 2022 inclusive, and

THAT any changes caused by the COVID 19 pandemic be communicated to Team Northern Thunder a minimum of 14 days in advance of the scheduled events if practical.

BACKGROUND

Team Northern Throttle (TNT) organizes motor sport events on an annual basis in Kirkland Lake. The summer Drag Races take place at the Kirkland Lake Airport. The events are recognized regionally and bring people to town, be it as spectators or participants.

In December 2021, staff received a letter from Team Northern Throttle requesting to use the Airport to host three Drag Races events in the summer of 2022, the first being June 22nd to June 27th, and further requests to book the Airport for second and third Drag Racing events on July 6th to July 11th as well as August 17th to 22nd inclusively.

It should be noted that TNT will liaise with the Timiskaming Health Unit, are committed to following all public health guidelines, and will submit a COVID 19 management plan to the Municipality.

R A T I O N A L E

The recommendations provided above are based solely on the fact that Council has recognized publicly the importance of supporting local groups hosting community engagement and tourism attraction events such as this. Staff logically assume that Council wishes to respect its previous decisions and precedents. As well, TNT has made it clear that the success of their events depend on sufficient advance publicity to attract spectators and participants amidst competing regional events. Staff are trying to respect that fact and ensure that TNT sufficient confidence to proceed.

At the same time, COVID 19 remains a wildcard. Should the province, or the THU advise against public gatherings, then the events should be cancelled. That is the point of inserting the clause “pending any pandemic restrictions”. Obviously, TNT cannot make a “go/no go” decision on two days’ notice. Staff recommend that Council commit to two-week advance notice if practical.

O T H E R A L T E R N A T I V E S C O N S I D E R E D

Alternative: Council may Reject the request from Team Northern Throttle to use the Kirkland Lake Airport to host the three 2022 Drag Races events.

This alternative assumes that the pandemic situation will not improve sufficiently by September to warrant the potential risk to the community created by a close contact event involving out of district attendees. This may be a unilateral Council decision without support by the province or THU. Council should note that this alternative may be difficult for TNT as they are likely feeling the financial strain caused by the ongoing pandemic.

F I N A N C I A L C O N S I D E R A T I O N S

- There are daily revenues of \$420 associated with renting the Airport.
- The Airport is considered closed during this event, which results in an inability to service flights, including medivacs.

- The deterioration of the runway is of utmost concern for staff. In 2017, Council expensed \$60,000 in runway crack filling to extend the life of the runway.
- The drag races do result in deterioration of the runway. Burnouts form indents on the runway surface, causing instability to arriving and departing aircrafts. The start line of the drag race has been moved over the years to avoid creating larger indents. Burnouts at the starting line also result in rubber adhering to the surface. There are safety concerns associated as the surface gets slippery when wet. The rubber also peels off during winter maintenance which could result in loose rubber on the runway. This would be detrimental to an aircraft if the rubber was caught in an aircraft engine.

RELATIONSHIP TO STRATEGIC PRIORITIES

The request from Team Northern Throttle to host the summer drag racing events is consistent with the following strategic priorities that would be relevant to this decision:

- To review opportunities to increase tourism in and around Kirkland Lake.
- To be fiscally-responsible and to properly manage infrastructure for the purpose of extending the life of an asset.

ACCESSIBILITY CONSIDERATIONS

Not applicable.

CONSULTATIONS

Not applicable

ATTACHMENTS

Attachment 1 – Request from Team Northern Throttle



Kirkland Lake Airport
TEAM NORTHERN THROTTLE

Dec 21, 2021

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

Attention: Mayor and Town Council

Dear Mayor and Council,

Team Northern Throttle is interested in hosting three summer drag race events in 2022. Please consider this letter our request for the use of the Kirkland Lake Airport for our drag race events June 24-26th, July 8th-10th as well as August 19th - 21st, 2022.

Airport use would be required from June 22nd to June 27th 2022 inclusively to enable set-up and tear down, July 6th to 11th inclusively. As well as August 17th to 22nd inclusively. The help of town staff during this transition as in years past will be very much appreciated.

Team Northern Throttle looks forward to hosting the 24th Annual Summer event and trust Mayor and Council will continue to support this huge community endeavour.

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

We look forward to an answer at your earliest convenience.

Sincerely,

Team Northern Throttle

2021 Team Northern Throttle Committee members are:

President: Blair Preston (705)668-0909

Vice President: Michael Romain (705)668-1245

Cc: Ashley Bilodeau
Megan Elliott
Richard Charbonneau

CIVIC PARK REPORT TO COUNCIL

Meeting Date: 11/01/2022

Report Number: 2022-DEV-002

Presented by: W. Hass

Department: Development Services

REPORT TITLE

Civic Park FedNor Funding Agreement

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-002 entitled “**Civic Park FedNor Funding Agreement**” be received, and

THAT Mayor and Clerk be authorized to execute an agreement with the Federal Economic Development Agency For Northern Ontario (FedNor) for funding under the Canada Community Revitalization Fund of up to \$285,000 towards the expansion and improvement of Kirkland Lake’s primary shared multi-purpose community space, Civic Park, AND

THAT staff be directed to include the municipal share of the project (to a maximum of \$96,250) in the 2022 Capital Budget.

BACKGROUND

At the Council meeting of July 13 2021, staff presented a [report](#) introducing the Canada Community Revitalization Fund, and requesting direction to submit a Phase 2 application in support of improvements to Civic Park. The specific work activities of the proposed project include:

- Paving the existing park perimeter trail to accessible standards
- Installation of a children’s playground (NOTE: in 2021, some work was done on the playground using other funded dollars)
- Establishing a sporting group/youth/adult outdoor fitness park
- Adding pickle ball courts
- Improving lighting to the park
- Adding a storage building

The anticipated project budget was \$350,000 with the CCRF covering 75% - \$262,500 and the municipality responsible for 25% - \$87,500.

Council passed the following resolution, and an application for funding was submitted to FedNor shortly thereafter:

BE IT RESOLVED THAT Report Number 2021-DEV-032 entitled “Canada Community Revitalization Fund” be received, and THAT staff be directed to complete a Phase 2 application of the Canada Community Revitalization Fund for Civic Park Re-envisioning.

On December 17, staff were advised that the application had been approved. The total dollar amounts differ from the application however. A total project budget of \$385,000 had been approved. FedNor has approved funding to cover 75% of project costs, to a maximum of \$285,000. The municipality is responsible for the remaining 25% of project costs (to a maximum of \$96,250).

RATIONALE

Staff recommends that municipality take full advantage of FedNor’s offer. Inflation increases and supply chain challenges will have impacted original estimates. The additional dollars will help offset that.

OTHER ALTERNATIVES CONSIDERED

Council could direct staff to limit project work to the original budget of \$350,000.

Council could direct staff to reject the Contribution Agreement.

FINANCIAL CONSIDERATIONS

Twenty Five percent of project costs are the responsibility of the municipality. Based on the Contribution Agreement as received, the maximum municipal contribution would be \$96,250, to be drawn from the 2022 capital budget.

RELATIONSHIP TO STRATEGIC PRIORITIES

Re-envisioning Civic Park to allow an enhanced space for residents to gather meets the pillars of Achieve Sustainable Operational Excellence, Outstanding Service, specifically improving accessibility, and Promote Economic Growth.

ACCESSIBILITY CONSIDERATIONS

All aspects of the re-envisioning of the park would be completed with accessibility at the forefront. The Playground would adhere to CAN/CSA B651-18 Accessibility Standards, and the trail would conform to the Design of Public Spaces of the AODA (Accessibility for Ontario with a Disability Act).

CONSULTATIONS

Denise Deschamps - Initiatives Officer for Innovation, Science and Economic Development for the Government of Canada

Bonnie Sackrider – Director of Community Services

ATTACHMENTS

Attachment 1 – FedNor Civic Park Contribution Agreement (attached to proposed Bylaw 22-008)

MEMORANDUM TO COUNCIL

Meeting Date: 11/01/2022

Memorandum Number: 2022-CLK-001

Presented by: Shawn LaCarte

Department: Corporate Services

MEMORANDUM TITLE

41T Signing Authority Policy

RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2022-CLK-001 entitled “**Signing Authority Policy**” be received,

THAT the updated Signing Authority Policy is approved, and

THAT staff be directed to insert the updated Signing Authority Policy into the Corporate Policy Manual.

BACKGROUND

The Signing Authority Policy dictates which personnel can legally sign cheques for the Town. From a controls perspective, it is a key control.

RATIONALE

Due to the new Treasurer Appointment, the policy has been amended to add Lloyd Crocker, Treasurer to the signing authorities. .

ATTACHMENTS

Attachment 1 – Updated Signing Authority Policy

POLICY	
Policy Number: FIN2022-001	Date Approved:
Department: Finance	Date Reviewed: January 11, 2022
Signing Authority	

1. Policy Statement

Not Applicable

2. Purpose

Not Applicable

3. Scope

Not Applicable

4. Definitions

Not Applicable

5. Policy & Procedures

The following persons are authorized to sign cheques for the Town of Kirkland Lake (including Teck Pioneer Residence) effective January 11, 2022:

1. Treasurer, Lloyd Crocker, and one of the following:

Director of Corporate Services, Shawn LaCarte
Performance Improvement Coordinator, Sheri Matthews
Mayor Patrick Kiely
Councillor Eugene Ivanov
Councillor Patrick Adams

2. **In the absence of the Treasurer:**

Performance Improvement Coordinator, Sheri Matthews, and one of the following:

Director of Corporate Services, Shawn LaCarte
Mayor Patrick Kiely
Councillor Eugene Ivanov
Councillor Patrick Adams

3. Any two of the following four names are authorized to sign cheques for the Teck Pioneer Residence, Trust and Donations account only:

Executive Director, Tanya Schumacher
Treasurer, Lloyd Crocker
Performance Improvement Coordinator, Sheri Matthews
Director of Corporate Services, Shawn LaCarte

6. **Summary**

Not Applicable



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-001

BEING A BY-LAW TO AUTHORIZE THE BORROWING FOR CURRENT
EXPENDITURES FOR 2022

WHEREAS Section 407(1) of the *Municipal Act, 2001*, provides authority for a municipality to borrow from time to time, such sums as the Council considers necessary to meet, until the taxes are collected and other revenues are received, the current expenditures of the Municipality for the year;

AND WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Local Planning Appeal Tribunal, is limited by Section 407 of the *Municipal Act, 2001*;

AND WHEREAS Section 407(3) of the *Municipal Act, 2001* states that until a budget is adopted in a year, the limits upon borrowing shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year;

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 Treasurer are hereby authorized, on behalf of the Municipality, to borrow from time to time, by way of promissory note during the 2022 fiscal year (hereinafter referred to as the current year) from TD CANADA TRUST (hereinafter called the "Bank") a sum or sums not exceeding in the aggregate \$4,000,000.00 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year, including the amounts required for the purposes mentioned in subsection 407(1) of the *Municipal Act, 2001* and to give on behalf of the Municipality to the Bank a promissory note or notes sealed with the Corporate Seal and signed by the Mayor and Treasurer for the sums borrowed with interest at a rate to be agreed upon from time to time with the Bank.
- 2 **THAT** the total amount which may be borrowed at any one time under this By-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year and from October 1st to December 31st of the current year, 25 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year or \$4,000,000.00, whichever is less.
- 3 **THAT** the Treasurer shall, at the time when any amount is borrowed under this By-law, ensure that the lender is or has been furnished with a certified copy of this By-law, if applicable, and a statement showing the nature and amount of the estimated revenues of the Municipality for the current year and also showing the total of any other amounts borrowed under Section 407 of the Act that have not been repaid.

BY-LAW NUMBER 22-001 - BEING A BY-LAW TO AUTHORIZE THE BORROWING FOR CURRENT EXPENDITURES FOR 2022

- 4 **THAT** until the budget is adopted for the current year, the limits upon borrowing as set out in Section 2 of this By-law shall be temporarily calculated using the estimated revenues of the Municipality as set out in the budget adopted for the previous year.
- 5 **THAT** if the budget for the current year has not been adopted at the time an amount is borrowed under this By-law, the statement furnished under Section 3 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
- 6 **THAT** for purposes of this By-law, the estimated revenues referred to in Sections 2, 3 4 and 5 do not include revenues derivable or derived from a) arrears of taxes, fees or charges; or b) a payment from a reserve fund of the Municipality whether or not the payment is for a capital purpose.
- 7 **THAT** all sums borrowed pursuant to the authority of this By-law, as well as all other sums borrowed in this year and in previous years from the Bank for any or all of the purposes mentioned in the said Section 407(1) shall, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when such revenues are received.
- 8 **THAT** the Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this By-law, together with interest thereon, all or any of the monies hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may lawfully be applied for such purpose.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-002

BEING A BY-LAW TO PROVIDE FOR INTERIM TAX LEVY AND TO PROVIDE FOR THE PAYMENT OF TAXES AND TO PROVIDE FOR PENALTY AND INTEREST OF 1.25 PERCENT PER MONTH

WHEREAS Section 317 of The *Municipal Act*, provides that the Council of a local municipality may, in 2022 before the adoption of the estimate for the year, pass a by-law to levy on the whole of the assessment for real property according to the last revised assessment roll, a sum not to exceed that which would be produced by applying the prescribed percentage (or 50 percent if no percentage is otherwise prescribed) of the final adjusted taxes for municipal and school purposes levied on the property for the previous year, that relates to residential, farm, commercial, industrial, new construction, pipelines, railways, hydro corridors, airports and other such unique properties, and;

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

- 1 **THAT** the said interim tax levy shall become due on January 11, 2022 and payable in two installments as follows:

The remaining 50 percent of the interim levy that is subtracted from the rounded down second installment shall become payable on the 17th day of March 2022; 50 percent of the interim levy rounded down to the next whole dollar shall become payable on the 21st day of April 2022. In default of payment of the first installment of taxes or any part thereof by the named therein for the payment thereof, the remaining installment shall forthwith become payable.

- 2 **THAT** on all taxes of the interim levy, which are in default on the first day following the last day of payment of each installment, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues.
- 3 **THAT** penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and all arrears shall be collected at once by distress or otherwise under the provisions of the statutes in that behalf as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 4 **THAT** the Tax Collector, not later than twenty-one days prior to the date that the first installment is due shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 5 **THAT** the Tax Collector, and Treasurer be and they are hereby authorized to accept part payment from time to time on account of any taxes due and to give a receipt for such part payment, provided that acceptance of any such payment shall not affect the collection of any percentage charges imposed and collectible in respect of non-payment of taxes or of any installment thereof.

BY-LAW NUMBER 22-002 - BEING A BY-LAW TO PROVIDE FOR INTERIM TAX LEVY
AND TO PROVIDE FOR THE PAYMENT OF TAXES AND TO PROVIDE FOR PENALTY
AND INTEREST OF 1.25 PERCENT PER MONTH

6 **THAT** taxes are payable at the Town of Kirkland Lake Municipal Office, Kirkland Lake,
Ontario.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY
OF JANUARY, 2022.**

Pat Kiely, Mayor

Clerk

DRAFT



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-003

BEING A BY-LAW TO ESTABLISH USER FEES FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

WHEREAS Section 391(1) of the *Municipal Act RSO 2001, c.25, as amended* authorizes Council to pass bylaws imposing fees or charges for services or activities provided or done by or on behalf of the municipality and for the use of its property;

AND WHEREAS Section 69 of the *Planning Act, RSO 1990, Chapter P.13*, provides that Council may prescribe a tariff of fees for the processing applications made in respect of planning matters;

AND WHEREAS Section 7 of the *Building Code Act, SO, 1992, Chapter 23*, as amended, authorizes Council to pass bylaws requiring the payment of fees on application for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Section 23.1(1) of the *Municipal Act RSO 2001, c.25, as amended* permits Council by bylaw to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature;

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

- 1 **THAT** the fees and charges set out on Schedule 'A' attached to this By-law are hereby imposed,
- 2 **THAT** all fees and charges set out in this by-law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by a municipal official,
- 3 **THAT** in the event any fee or charge imposed herein remains unpaid after provision of the service or is otherwise in arrears, such fees or charges may be added to the Tax Roll for any real property in the municipality, the owner of which is responsible for paying the fee or charge and shall be collected in like manner as municipal taxes,
- 4 **THAT** Council does hereby delegate to Department Heads of the Corporation of Town of Kirkland Lake, the authority to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of the fees and charges
- 5 **THAT** by-law 21-110 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Meagan Elliott, Clerk

TKL USER FEES
SCHEDULE A TO BY-LAW 22-003

ADMINISTRATION	
Certified True Copies	\$ 20.00
Commissioner of Oath	\$ 20.00
Freedom of Information Requests	\$ 5.00
Burial Permits	\$ 30.00
After Hours Burial Permits	\$ 60.00
Hawker & Peddler Licence - First Application	\$ 5,000.00
Hawker & Peddler Licence - Subsequent Application	\$ 1,000.00
Mobile Refreshment Vehicle Licence	\$ 1,000.00
Food Cart Licence	\$ 250.00
Lottery Licence - Raffle	3% of Prize Value
Lottery Licence - Break Open Tickets	3% of Prize Value
Lottery Licence - Bingo (per session)	\$ 83.00
Marriage Licence	\$ 125.00
Civil Marriage Ceremony (\$100 non-refundable deposit)	\$ 250.00
Rehearsal Attendance	\$ 50.00
Out of Town Travel within 100km	\$ 50.00
Out of Town Travel over 100km	\$ 100.00
TREASURY	
NSF Cheques	\$ 40.00
Tax Certificates	\$ 70.00
Tax/Water Letter	\$ 10.00
Tax Registration for Vacant and Improved Land	\$ 1,000.00
FIRE	
Inspection of day care facilities and nursing homes not owned by the municipality	\$ 80.00
Inspection of buildings for sale requesting retrofit letter of compliance	\$ 75.00
Each follow-up inspection to verify correction of violations noted during requested retrofit inspection	\$ 50.00
Inspections required under the Ontario Fire Code	\$ 80.00
Administrative services for on file records for insurance companies, lawyers and real estate companies, etc.	\$ 75.00
Approval of safety plans	\$ 85.00
Clean up of hazardous materials	Cost
False alarm response - 1st alarm	No Fee
False alarm response - 2nd alarm in same calendar year	\$ 150.00
False alarm response - 3rd alarm in same calendar year	\$ 250.00
False alarm response - 4th alarm in same calendar year	\$ 350.00
False alarm response - each additional	\$ 400.00
Vehicle accident responses in the municipality for non-residents	\$ 365.00
Training other agencies (per hour/fire fighter)	\$ 50.00
S.C.U.B.A. refill	\$ 17.00
S.C.B.A. refill	\$ 12.00
Motor vehicle response - provincial highways	\$ 450.00
Non-resident motor vehicle response	\$ 450.00
BUILDING	
Residential Permit per \$1000 Value	\$ 9.20
Residential Permit Minimum	\$ 215.00
Residential Permit Minimum - New Build	\$ 1,890.00
Accessory Building Permit per \$1000 Value	\$ 9.25
Accessory Building Permit Minimum	\$ 235.00
Group A, B, D, E, F Use Permit per \$1000 Value	\$ 9.25
Group A, B, D, E, F Use Permit Minimum	\$ 235.00
Demolition Permit per \$1000 Value	\$ 9.25
Demolition Permit Minimum	\$ 135.00
Plumbing Permit Per \$1000 Value	\$ 9.25
Plumbing Permit Minimum	\$ 225.00
Partial or Revised Permit per \$1000 Value	\$ 9.25
Partial or Revised Permit Minimum	\$ 160.00
Conditional Permit per \$1000 Value	\$ 9.25
Conditional Permit Minimum	\$ 160.00
Change of use Permit per \$1000 Value	\$ 9.40
Change of use Permit Minimum	\$ 160.00
Restricted Permit	\$ 160.00
Sign Permit per \$1000 Value	\$ 9.25
Sign Permit Minimum	\$ 165.00
Inspection of Permit > 3 years old Commercial	\$ 130.00
Inspection of Permit > 3 years old Additions	\$ 100.00
Inspection of Permit > 3 years old Accessory Structures	\$ 87.00
Final/Occupancy permits within 48 hours of inspection	\$ 87.00
Fee for any of the above permits if construction begins prior to a permit being issued	Double Fee
PLANNING	
Planning Act Applications	
Minor Variance	\$ 550.00
Consent to Server	\$ 450.00
Parkland Dedication (Payment-in-lieu) - Residential	5% of AV
Parkland Dedication (Payment-in-lieu) - Other	2% of AV
Consent Agreements	\$ 315.00
Zoning Compliance Letter (per roll number)	
Regular	\$ 175.00
Urgent (3 days or less)	\$ 350.00
Site Plan Control Agreements (includes registration)	
Residential	\$ 1,840.00
Other	\$ 2,145.00
Amendment	\$ 1,530.00
Zoning Amendment	\$ 165.00
Minor (temporary, lifting of H, R1 to R2, addition of permitted use)	\$ 1,330.00
Major (everything else)	\$ 1,840.00
Official Plan Amendment	\$ 1,840.00
Peer Review of Document submitted for Planning Act Process	Cost Recovery
Combined Zoning and Official Plan Amendment	\$ 3,275.00
Deeming By-law (includes registration)	\$ 820.00
Plan of Subdivision	\$ 2,050.00
Validation of Title	\$ 615.00
Release Agreement	\$ 165.00
Leases & Encroachments	
Application Fee	\$ 210.00
Development of Agreement	\$ 360.00

Annual Fee (Based on 3.0m X 12.0m [36 sq.m])	\$	150.00
per 10 sq. m over 36 sq.m	\$	6.10
Land Sales		
Surplus land Proposal (Administration Fee)	\$	190.00
Heritage		
Heritage property listing application	\$	485.00
Permits		
signs	\$	80.00
fences	\$	80.00
	Daily	\$15
	Weekly	\$75
	Monthly	\$150
Road Occupancy Permit		
Office Admin		
Photocopying		
Letter or Legal (B&W)	\$	0.30
Letter or Legal (Colour)	\$	0.40
Tabloid (B&W)	\$	0.60
Tabloid (Colour)	\$	1.10
Prints		
Under .56sp m (B&W)	\$	7.40
Over .56 sq p (B&W)	\$	14.00
Under .56sp m (Colour)	\$	10.20
Over .56 sq p (B&W)		
Digital info on CD	\$	135.00
Zoning or OP documents (Including Schedules)- Print	\$	135.00
Zoning or OP documents (Including Schedules)- CD/USB	\$	85.00

EQUIPMENT RATES - PUBLIC WORKS

Item	Hourly Rate
1/2 Ton Truck	\$ 37.20
3/4 Ton Truck	\$ 38.50
2 Ton Truck	\$ 62.00
5 Ton Du,p truck (single Axle)	\$ 73.40
5 Ton Plow and Sander	\$ 128.30
10 Ton Tandem Dump Truck	\$ 98.90
10 ton Tandem Dump Truck Sander	\$ 128.30
4 CU.YD. Loader & LM-220 Snow Blower	\$ 298.70
Volvo G960 Grader	\$ 137.50
Elgin Pelican Street Sweeper	\$ 134.50
4X4 Backhoe	\$ 77.30
4X4 Backhoe & Asphalt cutter	\$ 87.50
4X4 Backhoe & breaker Hoe Ram	\$ 118.10
2.5 CU.YD. Loader	\$ 97.90
Trackless MT with Attachements	\$ 81.60
Gas Powered Air Compressor	\$ 45.90
Traffic Line Marker (Painting Machine)	\$ 35.70
Asphalt Roller	\$ 25.50
Thompson Boiler (Steamer)	\$ 40.80
Wacker Plate Tamper- 12" Plate, Gas Powered	\$ 20.40
Bomag BPR55/65 Packer- 23" Plate, diesel Powered	\$ 26.50
Genie Manlift	\$ 38.30
4 CU.YD. Loader & LM-220 Snow Blower	\$ 149.30
Cube Van	\$ 38.50
Vactor 2100 + Sewer (Vacuum Truck)	\$ 346.30
Pipe Thaw Machine	\$ 198.90
Wworks-1993 Gorman Mud Pump (Trash Pump)	\$ 38.50
Wworks- 4" Trash Diesel Pump	\$ 25.50
FLYGT & Submersible Pump	\$ 25.50
Rigid 3/4 HP Pipe Cleaner	\$ 26.27
STHIL/ Husqvana cut off saw	\$ 21.42
Unallocated Equipment (Various Tools)	\$ 15.30

AIRPORT

Landing Fees		
0-2000 kg	\$	19.00
0-2000 kg (if buying fuel)		
2001-5000 kg	\$	44.00
5001 kg and over	\$	53.00
Helicopter	\$	45.00
Turbo Fan	\$	162.00
Air Ambulance	\$	306.00
	Daily	\$14.00
	Weekly	\$87.00
	Monthly	\$602.00
Parking Fee- 0-2000 Kg	Daily	\$23.00
	Weekly	\$141.00
	Monthly	\$1061.00
Parking Fee 2000-5001 Kg	Daily	\$30.00
	Weekly	\$435.00
	Monthly	\$1607.00
Parking Fee- Over 5000 Kg	Daily	\$0.43
	Weekly	\$2.35
	Monthly	\$18.70
Hangar Fee Per Square Meter	Daily	\$30.00
	Weekly	\$141.00
	Monthly	\$417.00
Hangar Office Rental	\$	900.00
Land Lease for Hangar (Yearly)	\$	420.00
Special Occasion (Daily)	\$	14.00
Single Plug-in (each)- Per Day	\$	153.00
Summer Call out Charge	\$	300.00
Winter Call out charge (Nov 1- April 30)- Surface Conditions	\$	575.00
Winter Call out charge (Nov 1- April 30)- Plowing	\$	60.00
Stand by Fee (Hourly)	\$	135.00
Airside Vehicle Operator Permit (Annually)	\$	0.55
Avuatuon AV- Gas Mark- up (Per Litre)	\$	0.44
Aviation Jet fuel Mark- up (Per Litre)	\$	0.44

ANIMAL CONTROL

Per day for each day dog is impounded	\$30.00
Per Day for each day cat is impounded	\$20.00
* plus veterinary fees incurred.	
Dog Tag - metal	\$35.00

Replacement Tag	\$6.00
Senior Citizens	
upon presentation of a card issued by the Federal Government to persons sixty-five (65) years of age or more.	\$15.00
Dog Spayed or Neutered	
upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00
Cat Tag - metal	\$35.00
Replacement Tag	\$6.00
Senior Citizens	
upon presentation of a card issued by the Federal Government to persons sixty-five (65) years of age or more.	\$15.00
Cat Spayed or Neutered – upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00

WASTE MANAGEMENT

All Waste disposal (Per m3)	\$ 14.00
Unsorted Waste Disposal - Recyclables Not Removed (per m3)	\$ 28.00
Exceptions	
Residential Private up to 2 m3 (Per Load)	\$ 14.00
Garbage Bag (Per bag)	\$ 3.50
Contaminated Waste per m3	\$ 33.00
Clean wood (Per M3)	\$ 4.75
Scarp Metal (Per M3)	\$ 4.75
Ash (Per M3)	\$ 14.00
Refrigerant Containing Appliances (Per unit)	\$ 45.00
Blue Box	\$ 5.00
Composter	\$ 60.00
Rain Barrels	\$ 70.00
Blue Carts (95 Gallon)	\$ 70.00

COMPLEX

	Memberships	Resident	Non-Resident
	<u>Complex</u>		
1 Month			
Student	\$ 57.15	\$ 68.58	
Senior	\$ 60.00	\$ 72.00	
Adult	\$ 80.00	\$ 96.00	
Family	\$ 169.60	\$ 203.52	
3 Month			
Student	\$ 137.15	\$ 164.58	
Senior	\$ 144.00	\$ 172.80	
Adult	\$ 192.00	\$ 230.40	
Family	\$ 407.04	\$ 488.45	
6 Month (includes fitness classes)			
Student	\$ 334.81	\$ 401.77	
Senior	\$ 351.55	\$ 421.86	
Adult	\$ 468.73	\$ 562.48	
Family	\$ 993.71	\$ 1,192.45	
1 Year (Includes Fitness Classes)			
Student	\$ 478.30	\$ 573.96	
Senior	\$ 502.22	\$ 602.66	
Adult	\$ 669.62	\$ 803.54	
Family	\$ 1,419.59	\$ 1,703.51	
	<u>Pool</u>		
1 Month			
Student	\$ 31.25	\$ 37.50	
Senior	\$ 32.81	\$ 39.37	
Adult	\$ 43.75	\$ 52.50	
Family	\$ 92.75	\$ 111.30	
3 Month			
Student	\$ 75.01	\$ 90.01	
Senior	\$ 78.76	\$ 94.51	
Adult	\$ 105.01	\$ 126.01	
Family	\$ 222.62	\$ 267.14	
1 year			
Student	\$ 210.02	\$ 252.02	
Senior	\$ 220.52	\$ 264.62	
Adult	\$ 294.03	\$ 352.84	
Family	\$ 623.34	\$ 748.01	
Day Rate			
Student / Senior		\$4.42	
Adult		\$5.53	
Family		\$15.49	
Child- Age 2 and Under		FREE	
	<u>Squash</u>		
Student/ Senior (Day Rate)		\$1.77	
Adult (Day Rate)		\$1.77	
	<u>Fitness</u>		
1 Month			
Student	\$ 44.78	\$ 53.74	
Senior	\$ 47.01	\$ 56.41	
Adult	\$ 62.69	\$ 75.23	
Family	\$ 132.90	\$ 159.48	
3 Month			
Student	\$ 107.46	\$ 128.95	
Senior	\$ 112.83	\$ 135.40	
Adult	\$ 150.44	\$ 180.53	
Family	\$ 318.93	\$ 382.72	
1 Year			
Student	\$ 300.89	\$ 361.07	
Senior	\$ 315.93	\$ 379.12	
Adult	\$ 421.24	\$ 505.49	
Family	\$ 893.03	\$ 1,071.64	
Day Rate			
Student/ Senior		\$6.64	
Adult		\$8.85	
Christmas Student Fitness Special	\$ 30.00	\$ 36.00	
Summer Student Fitness Special - Buy 3 months get 1 month free	\$ 107.46	\$ 128.95	
Gym Passes			
Student/Senior Passes (12)	\$ 66.40	\$ 79.68	
Adult Passes (12)	\$ 88.50	\$ 106.20	
Fitness Classes			
30 Minute Class	\$ 5.25	\$ 6.30	

45 - 60 Minute Class	\$ 7.25	\$ 8.70
Pay as you go class - 30 minutes	\$ 7.04	\$ 8.45
Pay as you go class - 45-60 minutes	\$ 9.73	\$ 11.68
Private Fitness Class (45 - 60 minute)	\$ 50.00	\$ 60.00
Private Aquatic Fitness Class (45 - 60 minute)	\$ 80.00	\$ 96.00
Fitness Class Passes (12)	\$ 99.25	\$ 119.10
<u>Personal Training</u>		
1 hour (member)	\$ 30.00	\$ 36.00
1 hour (non-member)	\$ 39.00	\$ 46.80
3 hours (member)	\$ 85.00	\$ 102.00
3 hours (non-member)	\$ 110.00	\$ 132.00
6 hours (member)	\$ 160.00	\$ 192.00
6 hours (non-member)	\$ 208.00	\$ 249.60
2:1 1 hour for members	\$ 21.00	\$ 25.20
2:1 3 hours for members	\$ 59.50	\$ 71.40
2:1 6 hours for members	\$ 112.00	\$ 134.40
<u>Fitness Assessment</u>		
Personalized Assessment & Plan (member)	\$ 80.00	\$ 96.00
Personalized Assessment & Plan (non-member)	\$ 100.00	\$ 120.00
<u>Swim Lessons</u>		
9 Lessons		
30 minutes	\$ 56.00	\$ 67.20
45 minutes	\$ 73.00	\$ 87.60
Swim Patrol	\$ 80.47	\$ 96.56
Private Swim Lessons	\$ 99.00	\$ 118.80
Semi-Private Lessons	\$ 71.00	\$ 85.20
Bronze Star	\$ 76.47	\$ 91.76
Exam Fee	\$10.05	
Bronze Medallion & E.F.A.	\$ 79.07	\$ 94.88
Exam Fee	\$26.30	
Canadian Lifesaving Manual + Br Med Workbook	\$53.45	
Bronze Cross & S.F.A.	\$ 112.36	\$ 134.83
Exam Fee	\$39.30	
Canadian First Aid Manual+ Bronze Cross Workbook	\$20.68	
NLS Course	\$ 244.49	\$ 293.39
NLS Recert	\$ 60.73	\$ 72.88
Instructor Course	\$ 244.49	\$ 293.39
Master Swim fee/practice		adult swim rate
<u>Pool Rentals</u>		
Regular Groups - 1 hour (all pools including slide-less than 30)	\$ 155.23	\$ 186.28
Regular Groups - 1 hour (both pools no slide - less than 30)	\$ 112.57	\$ 135.08
Regular Groups - 1 hour (1 pool only no slide)	\$ 94.57	\$ 113.48
Regular Groups - 1 hour, both pools, more than 30, slide	\$ 191.23	\$ 229.48
Cost of slide on top of hourly pool rental	\$ 40.00	\$ 48.00
Non Prime -25% less of regular group rental rate		
Swim Club	\$ 70.93	\$ 85.11
Early Morning Swim Club Shared pool (50% off rate)	\$ 35.47	\$ 42.56
Additional Guard	\$21.50	
<u>Swim Passes</u>		
Student/Senior Passes (12)	\$ 44.20	\$ 53.04
Adult Passes (12)	\$ 55.30	\$ 66.36
Family Passes (12)	\$ 154.90	\$ 185.88
<u>Birthday Parties - Pool</u>		
All pools including slide		
12 children or less	\$ 229.43	\$ 275.32
13-18 people	\$ 243.43	\$ 292.12
19-24 people	\$ 257.43	\$ 308.92
25-30 people	\$ 271.43	\$ 325.72
31-40 people	\$ 285.43	\$ 342.52
One pool only - no slide		
12 children or less	\$ 175.74	\$ 210.89
13-18 people	\$ 189.74	\$ 227.69
19-24 people	\$ 203.74	\$ 244.49
25-30 people	\$ 217.74	\$ 261.29
31-40 people	\$ 231.74	\$ 278.09
<u>Birthday Parties - Ice</u>		
12 children or less	\$ 188.18	\$ 225.82
13-18 people	\$ 202.18	\$ 242.62
19-24 people	\$ 216.18	\$ 259.42
25-34 people	\$ 230.18	\$ 276.22
31-40 people	\$ 244.18	\$ 293.02
Babysitters Course	\$ 72.00	\$ 86.40
<u>First Aid Courses</u>		
Standard + CPR "C" + AED	\$ 140.00	\$ 168.00
Standard + CPR "C" + AED (recert)	\$ 87.00	\$ 104.40
<u>Arena Rental Rates</u>		
Prime Time - Adult	\$ 140.57	\$ 168.68
Prime Time - Student	\$ 105.43	\$ 126.51
Non Prime - Adult (25% discount)	\$ 105.43	\$ 126.51
Non Prime - Student (25% discount)	\$ 79.07	\$ 94.88
Last Minute Ice -50% discount of prime - Adult	\$ 70.29	\$ 84.34
Last Minute Ice -50% discount of prime - Student	\$ 52.72	\$ 63.26
Pick-up Hockey	\$ 7.08	\$ 8.50
Pick-up Hockey Passes (12)	\$ 70.80	\$ 84.96
Twoonie Skate	\$1.77	
Public Skate	\$3.76	
Family Skate	\$8.85	
Rec Figure Skate	\$7.08	
<u>Storage Rooms</u>		
Youth per square foot	\$ 4.25	\$ 5.10
Adult per square foot	\$ 6.00	\$ 7.20
Arena Storage Lockers	\$ 100.00	\$ 120.00
<u>Baseball Diamond Fees</u>		
League Games - adult	\$ 51.15	\$ 61.38
League game - youth	\$ 37.61	\$ 45.13
TKL Baseball League (Team rate / 8 week season)	\$ 309.75	\$ 371.70
<u>Room Rental (Blue Line, Arts & Crafts, Board Room)</u>		
Per hour (+clean up)	\$ 50.00	\$ 60.00
Per day (+clean up)	\$ 125.00	\$ 150.00

Wooden Chair Rental	\$	1.00	\$	1.20
Table Rental - on site only (per day)	\$	20.00	\$	24.00
Local Service Club Meetings (non-profit)	\$	25.00	\$	30.00
<u>Arena Floor Rental Rates</u>				
Non-profit Charitable Group	\$	254.46	\$	305.35
(+ set up + clean up + staff)				
Local Commercial or Pubs-ticketed event	\$	875.67	\$	1,050.80
(+ set up + clean up + staff)				
Out of Town Commercial Use				\$1,803.88
Circus etc (+ set up + clean up + staff)				
<u>Civic Park</u>				
Non-profit Charitable Group (cost to public)	\$	254.46	\$	305.35
(+ set up + clean up + staff)				
Local Commercial or Pubs - ticketed event	\$	875.67	\$	1,050.80
(+ set up + clean up + staff)				
Non-profit Charitable Group (free to public)				Actual
(+ set up + clean up + staff)				
Private event (commercial or non-commercial)				
(+ set up + clean up + staff)				
Per Hour	\$	100.00	\$	120.00
Per Day	\$	450.00	\$	540.00
Baseball Field (per game)				
Adult	\$	51.15	\$	61.38
Youth	\$	37.61	\$	45.13
Pavillion no ice / hour				
Adult	\$	34.80	\$	41.76
Youth	\$	26.10	\$	31.32
Civic Ice / hour				
Adult	\$	52.72	\$	63.26
Student	\$	39.54	\$	47.45
Multi-Purpose Court				
Adult	\$	34.80	\$	41.76
Youth	\$	26.10	\$	31.32
Beach Volleyball Court				
Adult	\$	34.80	\$	41.76
Youth	\$	26.10	\$	31.32
Vendors (any location)				
Season vendor	\$	175.00	\$	210.00
Per week	\$	15.04	\$	18.05
Electricity usage (per season)	\$	25.00	\$	30.00
Table rental for KLFM (per week)	\$	4.42	\$	5.31
<u>Locker Rentals</u>				
3 Months	\$	50.00	\$	60.00
1 Year	\$	100.00	\$	120.00
<u>Ball Hockey</u>				
Adults	\$	50.00	\$	60.00
Students	\$	40.00	\$	48.00
<u>Day Camp</u>				
1 child	\$	130.00	\$	156.00
2 children	\$	234.00	\$	280.80
3 children		n/a		
<u>Day Rate</u>				
1 child	\$	35.00	\$	42.00
2 children	\$	63.00	\$	75.60
3 Children		n/a		
Splash & Swim Days	\$	25.00	\$	30.00
\$1,769.91				
<u>Memorial Benches</u>				
<u>Commercial business</u>				
Per hour (+clean up)	\$	50.00	\$	60.00
Per day (+clean up)	\$	125.00	\$	150.00
Non resident rate is a 20% surcharge for registered programming, rentals and memberships				
All renters must provide insurance. Insurance may be purchased through the town at rates provided annually by insurance provider and based on type of event and number of people				
To obtain student rate, school ID must be provided. Senior rate is 60 years of age or older. Proof of age is required.				
Staff costs are charged back to user group at actual rate plus benefits				

MUSEUM

<u>Admission</u>		
Adults	\$	6.10
Seniors (65+)	\$	4.10
Students (Must present valid school ID, 10 students = 1 Teacher Free)	\$	4.10
Children (5 & under)		FREE
Family Rate (4 people in family)	\$	15.30
Group rate (per person; 5 people and above)	\$	4.10
Museum Passes Adult (10)	\$	48.80
Museum Passes Senior/Student (10)	\$	32.80
Museum Passes Family - Four People (10) (equal to 40 admissions)	\$	122.40
Admission to Opening Reception	By Donation	
Activity & Programming Fee (per student - covers admission, programming, crafts, activities, etc)	\$	8.15
<u>GOLD PASS Memberships</u>		
<i>Provides free admission and access to Gallery Openings</i>		
<i>5% Discounts in Gift Shop</i>		
<i>10%/15% off room rental</i>		
<i>Email Updates on Exhibits, Events & Projects</i>		
<i>Early access to special events and activities (Craft sale, book sale, etc.)</i>		
<i>Discounts on certain events and workshops</i>		
<i>Free Passes to the Museum (# based on membership category)</i>		
Single Membership (4 free passes)	\$	35.00
Family/Groups of Four Membership (6 free passes)	\$	50.00
Senior Membership (2 free passes)	\$	25.00
Senior Couple (4 free passes)	\$	35.00
Student Membership (must present valid school ID) (2 free passes)	\$	25.00
Group Membership (can be used for 20 people and under at one time)(8 free passes)	\$	85.00
Business Membership (for 20 people and over)(10 free passes)	\$	145.00
<u>Research & Retail Service</u>		
Research fee per 1/2 hour (1st half hour is free)	\$	25.50
Digital Reproductions - Offsite Credit/Debit Transactions (Minimum \$ - up to 3 images)	\$	10.00
On CD/USB/by Email - proof send with watermark		
(prices subject to shipping and handling and material costs)		
Digital Reproductions - Cash Transactions (onsite) - per 1 image	\$	3.10
Administration Fee for offsite digital reproductions (materials billed at cost)	\$	10.00

Digital Scanning Service (minimum 2 week timeline for service)**(No additional cost with own USB)**

Rush Service (minimum of 4 days) (on top of scanning costs)	\$	40.00
Price per photograph/slide/negative	\$	0.50
Price per strip negative (as a whole - not cropped)	\$	0.50
Price per strip negative (with images scanned individually - price per image)	\$	0.50

Digital Scanning Packages:

Up to 100 photos/negatives/slides (\$0.40/each)	\$	40.00
Up to 250 photos/negatives/slides (\$0.34/each)	\$	85.00
Up to 500 photos/negatives/slides (\$0.29/each)	\$	145.00
Up to 1000 photos/negatives/slides (\$0.20/each)	\$	200.00
Up to 1500 photos/negatives/slides (\$0.18/each)	\$	265.00

Additional Commemorative KL100 Gold Bar USB 16GB

Computer/Photocopy Printouts without rental (Black & White)	\$	0.25
Computer/Photocopy Printouts with rental (Black & White)	\$	0.20
Computer/Photocopy Printouts with rental (Colour)	\$	0.35
Computer/Photocopy Printouts without rental (Colour)	\$	0.45
Shipping & Handling (freight and materials)		at cost

Rentals

Full Building Rental (Half Day - 5 hours or less)	\$	555.00
Full Building Rental (Full Day - up to 10 hours)	\$	752.00
<i>(Full Building includes Billiard Room, Gallery, Dining Room Parlour, Music Room and Kitchen)</i>		
Gallery - Half Day (5 hours or less)	\$	222.00
Gallery - Full Day (Up to 10 hours)	\$	303.00
Billiard Room - Half Day (5 hours or less)	\$	192.00
Billiard Room - Full Day (Up to 10 hours)	\$	272.00
Gallery and Billiard Room (5 hours or less)	\$	309.00
Gallery and Billiard Room (Up to 10 hours)	\$	415.00
Music Room (5 hours or less)	\$	146.00
Music Room (Up to 10 hours)	\$	207.00
Dining Room & Parlour (After Hours)	\$	106.00
Opening Reception (Sunday Fee ONLY - Max. 4 hours, including prep & clean up)	\$	85.50
Workshop Rental (Full Day, Classroom Style, Tables & Chairs Only)	\$	151.00
Workshop Rental (Two Full Days, Classroom Style, Tables & Chairs Only)	\$	227.00
All protective materials for carpet to be supplied by the renter		
Photo Session (2 hours)	\$	60.00
Kitchen Only (Full service kitchen includes the usage of preparation spaces and dishwasher).	\$	15.50
Grounds Rental Only	\$	56.00
Caterer Fee (billed following rental if kitchen does not pass staff inspection)	\$	106.00
Dining Room and Parlour Party Package (includes Dining Room & Parlour and Kitchen Use)	\$	156.00
Place Settings (Cutlery, Wine Glasses, Dinner & Dessert Plates, Bowls, Coffee Mugs) per person	\$	1.50
Square overlay	\$	3.50
Tablecloths (round or rectangular)	\$	9.00
Cleaning fee for Dining Room and Parlour	\$	25.00
Cleaning fee for Billiard Room OR Gallery	\$	35.00
Cleaning fee for Billiard Room AND Gallery	\$	45.00

Fee for use of any A/V equipment (use of overhead projector, screen, microphone, TV/DVD/VCR, Laptop, Podium)	\$	25.00
Coffee & Tea (12 cup pot of each, includes milk, cream, sugar, napkins)	\$	7.70
Small Coffee/Tea Urn (price is per pot of coffee)	\$	25.00
100 cup coffee/tea urn (price is per pot of coffee)	\$	51.00
Bottle of Pop/Juice	\$	1.50
2 L Bottle Pop		at cost
Juice in Jug	\$	2.50
Canned Pop/Juice	\$	1.50
Food, beverages, packaging supplies or other items organized by Museum staff	20% above Cost Price	
Popcorn/Candy Bags/Chocolate Bars (per serving)	\$	1.33
Development of promotional materials		
(includes poster design, social media advertising, 5 free posters) PER HOUR	\$	25.50
After Hours Flat Rate Surcharge (rentals exceeding 10 pm)	\$	50.00
Non profit group rate off of room rental fee (excludes packages)		25% off
Bereavement Pricing (room rental fee for funerals, wakes, celebration of life)		20% off
Rental on Stat Holiday		Additional 25%



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-004

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

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

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

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

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

- 1 **THAT** the fees be set as per the price list attached hereto marked as Schedule "A", and
- 2 **THAT** this by-law is in effect as of January 1, 2022..

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Clerk

Kirkland Lake Cemetery
operating as
Town of Kirkland Lake

3 Kirkland Street
Kirkland Lake, ON
P2N 3P4
Tel: (705) 642-3378
Website: www.kirklandlake.ca
Email: dave.pearce@tkl.ca

Cemetery Operator Licence # CM – 3304570

Person in Charge of Day-to-Day Operations:

Dave Pearce
Cemetery Supervisor

PRICE LIST

Effective date: January 1, 2022

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

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

INTERMENT AND SCATTERING RIGHTS

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

Resident Fees

In-ground burials

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

Niches

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

Scattering Rights

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

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

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

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

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

Niches

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

Scattering Rights

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

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

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

INTERMENT RIGHT & MARKER SPECIFICATIONS

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

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

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Interment of an adult at standard depth	\$975.00
Interment of an adult at standard depth non-resident	\$1170.00
Interment of an adult at extra depth	additional \$445.00
Interment of a child at standard depth	\$500.00
Interment of a child at extra depth	additional \$445.00
Interment of an infant at standard depth	\$375.00
Interment of an infant at extra depth	additional \$445.00
Additional charge for installation of a standard-sized concrete or steel vault/grave liner	\$435.00

Cremated Remains Disposition Fees

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

Late Arrival Fees and Saturday Fees

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

Saturday Vault Storage	\$275.00
Surcharge for spring Burial	\$175.00
Disinterment Fees (standard depth / extra depth)	
Disinterment of remains from a grave	\$2335.00
Removal of cremated remains	
Disinterment of cremated remains	\$450.00
Removal of cremated remains from a columbarium niche	\$300.00
Administration fees	
Transfer of interment or scattering rights to another person.....	\$165.00
Other Fees	
Vault Storage if buried elsewhere	\$785
Replace Lost Interment Rights Certificate.....	\$92
Memorial Bench Granite	\$780
Genealogical Research (per hour).....	\$59
Tree Trimming (per hour)	\$59
Cleaning Flat or Pillow	\$20
Cleaning Upright.....	\$40
Concrete Garden Edger	\$212
License Fee.....	\$12

SUPPLIES

MONUMENTS AND MARKERS

Construction of single monument foundation	\$250
Construction of double monument foundation.....	\$390
Construction of marker monument foundation	\$145
Construction of corner post monument foundation	\$145
Scattering Gardens Marker.....	\$324

Care and Maintenance Fund Contribution:

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

For flat markers measuring less than 1,116.13cm ² / 173in ²	\$0
For flat markers measuring 1,116.13cm ² / 173in ² or larger.....	\$100
For upright monuments under 4ft or less in length, including base	\$200

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

PAYMENT, FINANCING & FUNDING

For services at time of death:

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

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

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



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-005

BEING A BY-LAW TO APPOINT A CLERK FOR THE TOWN OF KIRKLAND LAKE

WHEREAS Section 228(1) of the Municipal Act R.S.O. 2001, as amended, states that a municipality shall appoint a Clerk;

AND WHEREAS the Municipal Clerk, Meagan Elliott had given her resignation effective December 23, 2021;

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

1 **THAT** Shawn LaCarte be appointed as Interim Municipal Clerk.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-006

BEING A BY-LAW TO APPOINT A DEPUTY TREASURER FOR THE TOWN OF KIRKLAND LAKE

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 286(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes the appointment of a Deputy Treasurer;

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

- 1 **THAT** Sheri Matthews be and is hereby appointed as interim Deputy Treasurer of the Corporation of the Town of Kirkland Lake;
- 2 **THAT** by-law 21-022 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-007

BEING A BY-LAW TO APPOINT A TREASURER

WHEREAS Section 286(1) of the Municipal Act R.S.O. 2001 authorizes the appointment of a Treasurer;

AND WHEREAS Council of the Town of Kirkland Lake wishes to appoint a Treasurer;

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

1. That Lloyd Crocker be and is hereby appointed Treasurer of the Corporation of Town of Kirkland Lake.

READ a first, second and third time, enacted and passed this 11th day of January 2022.

Pat Kiely, Mayor

Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-008

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH FEDERAL ECONOMIC DEVELOPMENT AGENCY FOR NORTHERN ONTARIO (FEDNOR) FOR CANADA COMMUNITY REVITALIZATION PROGRAM FUNDING FOR IMPROVEMENTS TO CIVIC PARK

WHEREAS in the 2021 federal budget, the Government of Canada announced it would provide \$500 million over two years to Canada's regional development agencies (RDAs) to invest in shared and inclusive public spaces, helping to create the conditions and accessibility to stimulate local economies and bring Canadians back together once it is safe to do so;

AND WHEREAS staff submitted an application to the Canada Community Revitalization Fund in support of enhancements to Civic Park on July 20, 2021;

AND WHEREAS staff were notified on December 17, 2021 that the application was approved to a maximum of \$285,000;

AND WHEREAS FEDNOR has requested signing of a Contribution 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 agreement with the Federal Economic Development Agency For Northern Ontario (FedNor) for funding under the Canada Community Revitalization Fund of up to \$285,000 towards the expansion and improvement of Kirkland Lake's primary shared multi-purpose community space, Civic Park, a copy of which agreement is attached and marked as schedule 'A' to this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Shawn LaCarte, Clerk



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-513789

THIS AGREEMENT made as of: December 17, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

Corporation of the Town of Kirkland Lake
(the "Recipient")

WHEREAS in response to an application from the Recipient received July 8, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before October 1, 2021 (the "Commencement Date") and is completed on or before December 31, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 75% of the incurred Eligible & Supported Costs of \$380,000 of the Project outlined in Annex 1, and
- b) \$285,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 **Claims and Payments**

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
 - b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
 - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

- 11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Canada Community Revitalization Fund
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Ms. Bonnie Sackrider
Director, Community Services
Corporation of the Town of Kirkland Lake
3 Kirkland Street, P.O. Box 1757
Kirkland Lake ON P2N 3P4

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513789

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault, Lucie
Date: 2021.12.17 08:54:51 -05'00'
Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind Corporation of the Town of Kirkland
Lake

Annex 1**THE PROJECT - STATEMENT OF WORK**

Recipient: Corporation of the Town of Kirkland Lake

Project Number: 851-513789

I. PROJECT SCOPE

- i) Description:
Kirkland Lake is requesting a contribution to revitalize Civic Park.
- ii) Project Location:
Kirkland Lake, ON
- iii) Dates:
 - a) Commencement Date - October 1, 2021
 - b) Completion Date - December 31, 2022
- iv) Key Workplan Activities, Timelines and Milestones:
Project activities will include:
 - Install enhanced lighting to improve security and allow increased daily use of the park and the ball field.
 - Pave the walkway which circles the park, to improve accessibility, provide access to park amenities, and facilitate the safe movement of people during special events.
 - Build a playground for young children.
 - Build a Fitcore obstacle course.
 - Install pickle ball lines and nets.
 - Build a storage building.
- v) Performance Measures and Tracking Plan:
Anticipated outcomes include:
 - Construction related jobs created/maintained.
 - One physical community asset expanded.
 - Two strategic alliances maintained: Kirkland Lake Multicultural Centre and Beaverhouse First Nation.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$285,000
- Supported	\$380,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$95,000
		Other	\$0
Total	<u>\$380,000</u>		<u>\$380,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction/Equipment	\$380,000		\$380,000
TOTAL ELIGIBLE COSTS	<u>\$380,000</u>		<u>\$380,000</u>
<u>Ineligible Costs</u>			
Nil			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$380,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. **PROJECT FUNDING CONDITIONS**i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.

- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Canada Community Revitalization Fund

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 19, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 19, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-009

BEING A BY-LAW TO AMEND BY-LAW 15-017 FOR THE REGULATION OF
PARKING FOR THE TOWN OF KIRKLAND LAKE

WHEREAS according to Section 27 of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, the Council of a Municipality may pass by-laws in respect to highways;

AND WHEREAS Section 137 of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, as amended, permits the Council of the Municipality to provide by-laws for the erection of stop signs at the intersections on highways under its jurisdiction;

AND WHEREAS Council deems it expedient to amend By-law 15-017 to amend no parking areas within the Town of Kirkland Lake;

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

- 1 **THAT** Section 11.1 *"No person shall park a vehicle or permit a vehicle to remain parked on a highway between the hours of 12:00 midnight and 7:30 a.m. from the first day of November to the fifteenth day of April in any calendar year (for the purpose of snow removal)." be deleted and replaced with the following: "No person shall park a vehicle or permit a vehicle to remain parked on a highway between the hours of 12:00 midnight and 7:30 a.m. from the first day of November to the fifteenth day of April in any calendar year."*
- 2 **THAT** this By-law shall come into full force and effect on the date of final passage hereof at which time all By-laws and/or resolutions that are inconsistent with the provisions of this By-law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11th DAY OF JANUARY, 2022.

Pat Kiely, Mayor

Clerk

SET FINES FOR USE UNDER PART II

COLUMN 1		COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
1	Park where prohibited by temporary sign during emergency or special circumstances	4.4.1	\$30.00	
2	Stop where prohibited by temporary sign during emergency or special circumstance	4.4.1	\$30.00	
3	Place, maintain or display a sign resembling an authorized sign	6.3	\$30.00	
4	Parked facing wrong way	7.1.1	\$30.00	
5	Stand facing wrong way	7.1.1	\$30.00	
6	Stopped facing wrong way	7.1.1	\$30.00	
7	Parked too far from curb	7.1.1	\$30.00	
8	Stand too far from curb	7.1.1	\$30.00	
9	Stopped too far from curb	7.1.1	\$30.00	
10	Parked too far from right limit of highway	7.1.2	\$30.00	
11	Stand too far from right limit of highway	7.1.2	\$30.00	
12	Stopped too far from right limit of highway	7.1.2	\$30.00	
13	Parked other than in designated space	7.2	\$30.00	
14	Parked other than in (angle) designated space	7.4.1	\$30.00	
15	Stopped other than in (angle) designated space	7.4.1	\$30.00	
16	Parked not at 45 degree angle	7.4.2	\$30.00	
17	Stopped not at 45 degree angle	7.4.2	\$30.00	
18	Park within (9m) of fire hall same side	8.1	\$30.00	
19	Stand within (9m) of fire hall same side	8.1	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
20	Stop within (9m) of fire hall same side	8.1	\$30.00	
21	Park within (20m) of fire hall opposite side	8.2	\$30.00	
22	Stand within (20m) of fire hall opposite side	8.2	\$30.00	
23	Stop within (20m) of fire hall opposite side	8.2	\$30.00	
24	Park within a fire route	8.3	\$30.00	
25	Stand within a fire route	8.3	\$30.00	
26	Stop within a fire route	8.3	\$30.00	
27	Park within (12m) of departure side of intersection	8.4	\$30.00	
28	Stand within (12m) of departure side of intersection	8.4	\$30.00	
29	Stop within (12m) of departure side of intersection	8.4	\$30.00	
30	Park within (9m) of approach side of intersection	8.5	\$30.00	
31	Stand within (9m) of approach side of intersection	8.5	\$30.00	
32	Stop within (9m) of approach side of intersection	8.5	\$30.00	
33	Park in front of a main entrance to or exit from (hotel, hospital, nursing home, theatre, auditorium or public building)	8.6	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
34	Stand in front of a main entrance to or exit from (hotel, hospital, nursing home, theatre, auditorium or public building)	8.6	\$30.00	
35	Stop in front of a main entrance to or exit from (hotel, hospital, nursing home, theatre, auditorium or public building)	8.6	\$30.00	
36	Park - interfere with forming of funeral procession	8.7	\$30.00	
37	Stand - interfere with forming of funeral procession	8.7	\$30.00	
38	Stop - interfere with forming of funeral procession	8.7	\$30.00	
39	Park adjacent to school when prohibited	8.8	\$30.00	
40	Stand adjacent to school when prohibited	8.8	\$30.00	
41	Stop adjacent to school when prohibited	8.8	\$30.00	
42	Park within turning basin of cul-de-sac	8.9	\$30.00	
43	Stand within turning basin of cul-de-sac	8.9	\$30.00	
44	Stop within turning basin of cul-de-sac	8.9	\$30.00	
45	Park in a loading zone	8.10	\$30.00	
46	Stand in a loading zone	8.10	\$30.00	
47	Stop in a loading zone	8.10	\$30.00	
48	Park in a school bus loading zone	8.11	\$30.00	
49	Stand in a school bus loading zone	8.11	\$30.00	
50	Stop in a school bus loading zone	8.11	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
51	Park in taxicab parking space	8.12	\$30.00	
52	Stand in taxicab parking space	8.12	\$30.00	
53	Stop in taxicab parking space	8.12	\$30.00	
54	Park - where prohibited by sign	8	\$30.00	
55	Park within (9m) of an intersection	9.1	\$30.00	
56	Stand within (9m) of an intersection	9.1	\$30.00	
57	Stop within (9m) of an intersection	9.1	\$30.00	
58	Park within (3m) of fire hydrant	9.2	\$30.00	
59	Stand within (3m) of fire hydrant	9.2	\$30.00	
60	Stop within (3m) of fire hydrant	9.2	\$30.00	
61	Park in front of (laneway or driveway)	9.3	\$30.00	
62	Stop in front of (laneway or driveway)	9.3	\$30.00	
63	Stand in front of (laneway or driveway)	9.3	\$30.00	
64	Park within (1.5m) of (laneway or driveway)	9.3	\$30.00	
65	Stand within (1.5m) of (laneway or driveway)	9.3	\$30.00	
66	Stop within (1.5m) of (laneway or driveway)	9.3	\$30.00	
67	Park - obstruct (laneway or driveway)	9.4	\$30.00	
68	Stand - obstruct (laneway or driveway)	9.4	\$30.00	
69	Stop - obstruct (laneway or driveway)	9.4	\$30.00	
70	Park - obstruct parked vehicle leaving	9.5	\$30.00	
71	Stand - obstruct parked vehicle leaving	9.5	\$30.00	
72	Stop - obstruct parked vehicle leaving	9.5	\$30.00	
73	Park - to display vehicle for sale	9.6	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
74	Stand - to display vehicle for sale	9.6	\$30.00	
75			\$30.00	
76				
77				
78	Stop - to display vehicle for sale	9.6	\$30.00	
79	Park - repairing vehicle	9.7	\$30.00	
80	Stand - repairing vehicle	9.7	\$30.00	
81	Stop - repairing vehicle	9.7	\$30.00	
82	Park - on roadway (6m) or less in width	9.8	\$30.00	
83	Stand - on roadway (6m) or less in width	9.8	\$30.00	
84	Stop - on roadway (6m) or less in width	9.8	\$30.00	
85	Park on driveway within (1m) of sidewalk	9.9	\$30.00	
86	Stand on driveway within (1m) of sidewalk	9.9	\$30.00	
87	Stop on driveway within (1m) of sidewalk	9.9	\$30.00	
88	Park on driveway within (1m) of footpath	9.9	\$30.00	
89	Stand on driveway within (1m) of footpath	9.9	\$30.00	
90	Stop on driveway within (1m) of footpath	9.9	\$30.00	
91	Park on driveway within (3m) of roadway	9.9	\$30.00	
92	Stand on driveway within (3m) of roadway	9.9	\$30.00	
93	Stop on driveway within (3m) of roadway	9.9	\$30.00	
94	Park - impede or obstruct flow of traffic	9.10	\$30.00	
95	Stand - impede or obstruct flow of traffic	9.10	\$30.00	
96	Stop - impede or obstruct flow of traffic	9.10	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
97	Park - on any boulevard	9.11	\$30.00	
98	Stand - on any boulevard	9.11	\$30.00	
99	Stop - on any boulevard	9.11	\$30.00	
100	Park on, partly on, or over (sidewalk or footpath)	10.1	\$30.00	
101	Stand on, partly on, or over (sidewalk or footpath)	10.1	\$30.00	
102	Stop on, partly on, or over (sidewalk or footpath)	10.1	\$30.00	
103	Park - partly on a boulevard	10.2	\$30.00	
104	Stand - partly on a boulevard	10.2	\$30.00	
105	Stop - partly on a boulevard	10.2	\$30.00	
106	Park within an intersection	10.3	\$30.00	
107	Stand within an intersection	10.3	\$30.00	
108	Stop within an intersection	10.3	\$30.00	
109	Park within a crosswalk	10.3	\$30.00	
110	Stand within a crosswalk	10.3	\$30.00	
111	Stop within a crosswalk	10.3	\$30.00	
112	Park adjacent to excavation	10.4	\$30.00	
113	Stop adjacent to excavation	10.4	\$30.00	
114	Stand adjacent to excavation	10.4	\$30.00	
115	Park adjacent to obstruction	10.4	\$30.00	
116	Stand adjacent to obstruction	10.4	\$30.00	
117	Stop adjacent to obstruction	10.4	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
118	Park beside parked vehicle	10.5	\$30.00	
119	Stand beside parked vehicle	10.5	\$30.00	
120	Stop beside parked vehicle	10.5	\$30.00	
121	Park on bridge	10.6	\$30.00	
122	Stand on bridge	10.6	\$30.00	
123	Stop on bridge	10.6	\$30.00	
124	Park on elevated structure	10.6	\$30.00	
125	Stand on elevated structure	10.6	\$30.00	
126	Stop on elevated structure	10.6	\$30.00	
127	Park within (30m) of bridge	10.7	\$30.00	
128	Stand within (30m) of bridge	10.7	\$30.00	
129	Stop within (30m) of bridge	10.7	\$30.00	
130	Park within (30m) of elevated structure	10.7	\$30.00	
131	Stand within (30m) of elevated structure	10.7	\$30.00	
132	Stop within (30m) of elevated structure	10.7	\$30.00	
133	Park – between 12:00 midnight and 7:30 am November 1st to April 15th	11.1	\$30.00	
134	Park - interfere with clearing and removing snow	11.2.1	\$30.00	
135	Park - interfere with highway cleaning	11.2.2	\$30.00	
136	Park in a space designated for accessible - no permit	12.2	N/A	
137	Stop in a space designated for accessible - no permit	12.2	N/A	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
138	Park heavy motor vehicle where prohibited	13	\$30.00	
139	Stand heavy motor vehicle where prohibited	13	\$30.00	
140	Stop heavy motor vehicle where prohibited	13	\$30.00	
141	Park commercial vehicle where prohibited	13	\$30.00	
142	Stand commercial vehicle where prohibited	13	\$30.00	
143	Stop commercial vehicle where prohibited	13	\$30.00	
144	Parking on private property without consent	16.2.1	\$30.00	
145	Parking on municipal property without consent	16.2.2	\$30.00	
146	Parking in reserved area	16.2.3	\$30.00	
147	Parked on private property in area prohibited by sign	16.2.4	\$30.00	
148	Parked on municipal property in area prohibited by sign	16.2.4	\$30.00	
149	Park trailer without permit	17.1	\$30.00	
150	Park trailer to obstruct sidewalk or footpath	17.2	\$30.00	
151	Park trailer to obstruct traffic	17.2	\$30.00	
152	Park trailer with invalidated plates	17.4	\$30.00	
153	Park recreational vehicle in prohibited area	18.1	\$30.00	
154	Park recreational vehicle outside of specified timeframe (72 hours)	18.1	\$30.00	
155	Park recreational vehicle within specified timeframe (48 hours)	18.2	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.

SET FINES FOR USE UNDER PART II

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ITEM	Short Form Wording	Provision Creating or Defining Offence	Voluntary Payment Payable within 7 Days	Set Fine
156	Park recreational vehicle - Create Hazard	18.5	\$30.00	
157	Park recreational vehicle with invalid plates	18.6	\$30.00	

NOTE: The general penalty provision for the offences listed above is section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-010

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD JANUARY 11, 2022**

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 11th DAY
OF JANUARY, 2022.**

Pat Kiely, Mayor

Shawn LaCarte, Acting Clerk