



AGENDA

Corporation of the Town of Kirkland Lake
Regular Meeting of Council
Electronically via Zoom
Tuesday, August 10, 2021
4:40 p.m.

1. **Call to Order and Moment of Silence**

2. **Approval of the Agenda**

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on August 10, 2021 beginning at 4:40 p.m. be approved as circulated to all Members of Council.

3. **Declaration of Pecuniary Interest**

4. **Petitions and Delegations**

- 4.1 2020 Audit Report
Lloyd Crocker, Grant Thornton

BE IT RESOLVED THAT the delegation from Grant Thornton be received.

5. **Acceptance of Minutes and Recommendations**

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

- *Minutes of the Regular Meeting of Council held July 13, 2021*
- *Minutes of the Public Meeting held July 13, 2021*
- *Minutes of the Special Meeting of Council held July 22, 2021*

THAT Council accept the minutes from the following committee meetings:

- *Minutes of the Police Services Board meeting held April 22, 2021*

6. **Reports of Municipal Officers and Communications**

- 6.1 2020 Audited Financial Statements
Peter Georgeoff, Deputy Treasurer

BE IT RESOLVED THAT Report Number 2021-FIN-002 entitled “**2020 Audited Financial Statements**” be received,

THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Consolidated Financial Statements of the Town of Kirkland Lake for the year ended December 31, 2020,

THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Trust Funds Balance Sheet and Statement of Continuity of the Town of Kirkland Lake and its affiliated Boards for the year ended December 31, 2020, and

THAT Council for the Town of Kirkland Lake hereby authorizes staff to distribute the audited financial statements as required by Section 295 (1) of the Municipal Act, 2001.

6.2 Membership Rates for User Groups

Bonnie Sackrider, Director of Community Services

BE IT RESOLVED THAT Report Number 2021-CS-017 entitled “Membership Rates for User Groups” be received, and

THAT staff be directed to continue to offer Value Added Fitness Room Memberships to any Complex user group for individuals aged 16 or over, during their regular season.

6.3 Update on Negotiations with Ontario Heritage Trust

Bonnie Sackrider, Director of Community Services

BE IT RESOLVED THAT Report Number 2021-CS-018 entitled “Update on Negotiations with Ontario Heritage Trust” be received, and

THAT staff be directed to (recommendation to come from Council discussion).

6.4 Consulting Service for CAO Recruitment

Kassandra Young, Human Resources Supervisor

BE IT RESOLVED THAT Report Number 2021-HR-011 entitled “Consulting Service for CAO Recruitment” be received, and

THAT staff be directed to present a by-law to execute an agreement for the Consulting Services provided by Nigel Bellchamber of N.G. Bellchamber & Associates Ltd.

7. Consideration of Notices of Motion

BE IT RESOLVED THAT staff be directed to report to Council on where a new subdivision could be developed.

8. Introduction, Reading and Consideration of By-Laws

By-law 21-064

Being a by-law to Establish User Fees for the Corporation of the Town of Kirkland Lake

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 21-064, being a by-law to establish User Fees for the Corporation of the Town of Kirkland Lake

By-law 21-065 Being a by-law to authorize and execute the Collective Agreement between the Corporation of the Town of Kirkland Lake and KLPFFA (Kirkland Lake Professional Fire Fighters' Association)

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 21-065, being a by-law to authorize and execute the Collective Agreement between the Corporation of the Town of Kirkland Lake and KLPFFA (Kirkland Lake Professional Fire Fighters' Association)

By-law 21-066 Being a by-law to authorize the Mayor and Clerk to execute a Transfer Payment Agreement with the Ministry of Infrastructure for retrofit of ice plant under the ICIP COVID-19 Resilience Infrastructure Stream

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 21-066, being a by-law to authorize the Mayor and Clerk to execute a Transfer Payment Agreement with the Ministry of Infrastructure for retrofit of ice plant under the ICIP COVID-19 Resilience Infrastructure Stream

9. Questions from Council to Staff

10. Notice(s) of Motion

11. Councillor's Reports

11.1 Councillor Updates

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

12. Additional Information

13. Closed Session

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 3 matters relating to land disposition and 1 potential litigation matter.

14. Matters from Closed Session

15. Confirmation By-Law

By-law 21-067 Being a by-law to confirm the proceedings of Council at its meeting held August 10, 2021

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 21-067, being a by-law to confirm the proceedings of Council at its meeting held August 10, 2021

16. Adjournment

BE IT RESOLVED THAT Council adjourn the August 10, 2021 Regular Meeting of Council.

Municipal Corporation of the Town of Kirkland Lake

For the year ended December 31, 2020

Report to Council
Audit strategy and results

August 10, 2021

Lloyd Crocker, CPA, CA
Principal
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Executive summary

Purpose of report and scope

The purpose of this report is to engage in an open dialogue with you regarding our audit of the consolidated financial statements of Municipal Corporation of the Town of Kirkland Lake (the "Town") for the year ended December 31, 2020. This communication will assist Council in understanding the results of audit procedures and includes comments on misstatements, significant accounting policies, sensitive estimates and other matters.

The information in this document is intended solely for the information and use of Council and management. It is not intended to be distributed or used by anyone other than these specified parties.

We have obtained our engagement letter dated November 27, 2019, which outlines our responsibilities and the responsibilities of management.

We were engaged to provide the following deliverables:

Deliverable

Report on the December 31, 2020 consolidated financial statements

Report on the December 31, 2020 Trust Funds financial statements

Status of our audit

We have substantially completed our audit of the consolidated financial statements of the Town and the results of that audit are included in this report.

We will finalize our report upon resolution of the following items that were outstanding as at August 10, 2021:

- Receipt of signed management representation letter
- Receipt of legal confirmation letter
- Approval of the consolidated financial statements by Council
- Procedures regarding subsequent events

Approach

Our audit approach requires that we establish an overall strategy that focuses on risk areas. We identify and assess risks of material misstatement of the consolidated financial statements, whether due to fraud or error. The greater the risk of material misstatement associated with an area of the consolidated financial statements, including disclosures, the greater the audit emphasis placed on it in terms of audit verification and analysis. Where the nature of a risk of material misstatement is such that it requires special audit consideration, it is classified as a significant risk.

Audit risks and results

Significant risks

Area of focus	Why there is a risk	Our response and findings
Fraud risk from revenue recognition	<p>There is a presumed risk of fraud in revenue.</p> <p>The risk primarily relates to revenue recognized under revenue from grants.</p> <p>There is a risk that surplus grant revenue received will not be repaid by recognizing fictitious or ineligible expenditures.</p> <p>There is also a risk that revenue from conditional grants will be recognized prior to stipulations under the grant agreement being met.</p>	<p>Traced a sample of transactions to verify that the grant expenditure was eligible and recognized in the correct period.</p> <p>Reviewed grant agreements to ensure grant stipulations were being met.</p>
Fraud risk from management override	<p>This is a presumed fraud risk.</p> <p>The risk primarily relates to the fact that management can use journal entries to override internal controls.</p>	<p>Procedures performed to test journal entries and accounting estimates.</p> <p>No exceptions noted.</p>
Fraud risk from lack of segregation of duties	<p>A lack of segregation of duties increases the risk of errors and fraud going undetected.</p> <p>The risk primarily relates to unauthorized changes to pay rates by those who have access to the payroll Masterfile.</p>	<p>For employees who have access to the payroll Masterfile, agree their pay rate from the payroll Masterfile to the approved pay rates (per Council Resolution and/or new HR Policies).</p> <p>No exceptions noted.</p>

Accounting practices

Area of focus	Matter	Our response and findings
Accounting estimates	Significant accounting estimates include estimated useful lives of tangible capital assets, employee benefits payable and solid waste landfill closure and post-closure liabilities.	<ul style="list-style-type: none"> Tangible capital assets are amortized on a straight-line basis over their estimated useful lives. Estimated useful lives of tangible capital assets are determined by Council from historical information and results, and were approved through by-law. Amortization expense in 2020 appears reasonable based on estimated useful lives per by-law. Allowance for uncollectible taxes. Substantively test, with a select number of taxpayers, outstanding balances as at December 31, 2020. Based on our audit procedures, we have concluded that management's estimated allowance for uncollectible taxes appears reasonable. Future employee benefits payable. An estimate of the liability related to employee future benefits is calculated by the municipality's actuary. Future employee benefits payable appears reasonable based on the actuary's work.

Adjustments and uncorrected misstatements

Adjustments

We have no adjusted misstatements to report.

Uncorrected misstatements

We have no unadjusted misstatements to report.

Summary of disclosure matters

Our audit did not identify any unadjusted non-trivial misstatements of disclosure matters.

Other reportable matters

Internal control

The audit is designed to express an opinion on the consolidated financial statements. We obtain an understanding of internal control over financial reporting to the extent necessary to plan the audit and to determine the nature, timing and extent of our work. Accordingly, we do not express an opinion on the effectiveness of internal control.

If we become aware of a deficiency in your internal control over financial reporting, the auditing standards require us to communicate to Council those deficiencies we consider significant. However, a financial statement audit is not designed to provide assurance on internal control.

Based on the results of our audit, we did not identify any significant deficiencies in internal control.

Independence

We have a rigorous process where we continually monitor and maintain our independence. The process of maintaining our independence includes, but is not limited to:

- Identification of threats to our independence and putting into place safeguards to mitigate those threats. For example, we evaluate the independence threat of any non-audit services provided to the Town
- Confirming the independence of our engagement team members

We have identified no information regarding our independence that in our judgement should be brought to your attention.

Technical updates – highlights

Accounting

Accounting standards issued by the Accounting Standards Board that may affect the Town in future years include:

- Section 3400 Revenues
- Section 3280 Asset retirement obligations
- Section PS 3450 Financial instruments, Section PS 2601 Foreign currency translation, Section PS 1201 Financial statement presentation, and PS 3401 Portfolio investments

Further details of the changes to accounting standards, including management's preliminary comments on their applicability to the Town, are included in Appendix F. If you have any questions about these changes we invite you to raise them during our next meeting. We will be pleased to address your concerns.

Assurance

Auditing standards issued by the AASB that may change the nature, timing and extent of our audit procedures on the Town and our communication with Council include:

- Amendments to CAS 540 Auditing Accounting Estimates, including Fair Value Accounting Estimates, and Related Disclosures
- Amendments to CAS 315 Identifying and Assessing Risks of Material Misstatement

Further details of the changes to assurance standards, including management's preliminary comments on their applicability to the Town, are included in Appendix E. If you have any questions about these changes we invite you to raise them during our next meeting. We will be pleased to address your concerns.

Appendix A – Overview and approach

Our audit is planned with the objective of obtaining reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, so that we are able to express an opinion on whether the consolidated financial statements are prepared, in all material respects, in accordance with Canadian Public Sector Accounting Standards. The following outlines key concepts that are applicable to the audit, including the responsibilities of parties involved, our general audit approach and other considerations.

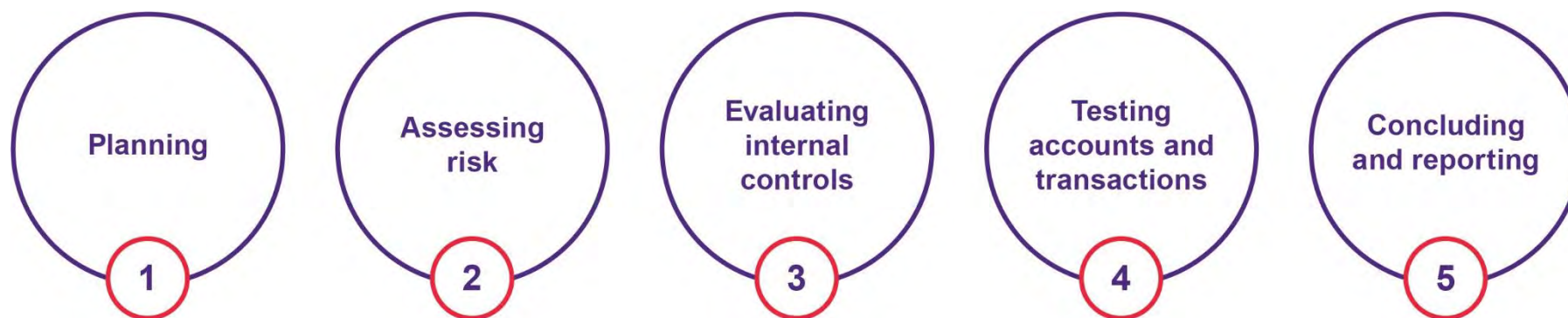
Roles and responsibilities

Role of Council	<ul style="list-style-type: none">• Help set the tone for the organization by emphasizing honesty, ethical behaviour and fraud prevention• Oversee management, including ensuring that management establishes and maintains internal controls to provide reasonable assurance regarding reliability of financial reporting• Recommend the nomination and compensation of external auditors• Directly oversee the work of the external auditors including reviewing and discussing the audit plan
Role of management	<ul style="list-style-type: none">• Prepare consolidated financial statements in accordance with Canadian Public Sector Accounting Standards• Design, implement and maintain effective internal controls over financial reporting processes, including controls to prevent and detect fraud• Exercise sound judgment in selecting and applying accounting policies• Prevent, detect and correct errors, including those caused by fraud• Provide representations to external auditors• Assess quantitative and qualitative impact of misstatements discovered during the audit on fair presentation of the financial statements
Role of Grant Thornton LLP	<ul style="list-style-type: none">• Provide an audit opinion that the financial statements are in accordance with Canadian Public Sector Accounting Standards• Conduct our audit in accordance with Canadian Generally Accepted Auditing Standards (GAAS)• Maintain independence and objectivity• Be a resource to management and to those charged with governance• Communicate matters of interest to those charged with governance• Establish an effective two-way communication with those charged with governance, to report matters of interest to them and obtain their comments on audit risk matters

Audit approach

Our understanding of the Town and its operations drives our audit approach, which is risk based and specifically tailored to Municipal Corporation of the Town of Kirkland Lake.

The five key phases of our audit approach



Phase	Our approach
1. Planning	<ul style="list-style-type: none"> • We obtain our understanding of your operations, internal controls and information systems • We plan the audit timetable together
2. Assessing risk	<ul style="list-style-type: none"> • We use our knowledge gained from the planning phase to assess financial reporting risks • We customize our audit approach to focus our efforts on key areas
3. Evaluating internal controls	<ul style="list-style-type: none"> • We evaluate the design of controls you have implemented over financial reporting risks • We identify areas where our audit could be more effective or efficient by taking an approach that includes testing the controls • We provide you with information about the areas where you could potentially improve your controls
4. Testing accounts and transactions	<ul style="list-style-type: none"> • We perform tests of balances and transactions • We use technology and tools, including data interrogation tools, to perform this process in a way that enhances effectiveness and efficiency
5. Concluding and reporting	<ul style="list-style-type: none"> • We conclude on the sufficiency and appropriateness of our testing • We finalize our report and provide you with our observations and recommendations

Our tailored audit approach results in procedures designed to respond to an identified risk. The greater the risk of material misstatement associated with the account, class of transactions or balance, the greater the audit emphasis placed on it in terms of audit verification and analysis.

Throughout the execution of our audit approach, we maintained our professional skepticism, recognizing the possibility that a material misstatement due to fraud could exist notwithstanding our past experiences with the entity and our beliefs about management's honesty and integrity.

Materiality

The purpose of our audit is to provide an opinion as to whether the consolidated financial statements are prepared, in all material respects, in accordance with Canadian Public Sector Accounting Standards as at December 31, 2020. Therefore, materiality is a critical auditing concept and as such we apply it in all stages of our engagement.

The concept of materiality recognizes that an auditor cannot verify every balance, transaction or judgment made in the financial reporting process. During audit planning, we made a preliminary assessment of materiality for the purpose of developing our audit strategy, including the determination of the extent of our audit procedures. During the completion stage, we consider not only the quantitative assessment of materiality, but also qualitative factors, in assessing the impact on the consolidated financial statements, our audit opinion and whether the matters should be brought to your attention.

Our materiality for the current audit was \$850,000.

Fraud risk factor considerations

We are responsible for planning and performing the audit to obtain reasonable assurance as to whether the consolidated financial statements are free of material misstatement caused by error or by fraud. Our responsibility includes:

- The identification and assessment of the risks of material misstatement of the consolidated financial statements due to fraud through procedures including discussions amongst the audit team and specific inquiries of management
- Obtaining sufficient appropriate audit evidence to respond to the fraud risks noted
- Responding appropriately to any fraud or suspected fraud identified during the audit

Due to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected and this is particularly true in relation to fraud. The primary responsibility for the prevention and detection of fraud rests with those charged with governance and management.

We are required to communicate with you on fraud-related matters, including:

- Obtaining an understanding of how you exercise oversight of management's processes for identifying and responding to the risks of fraud in the entity and the internal control that management has established to mitigate these risks
- Inquiring as to whether you have knowledge of any actual, suspected or alleged fraud affecting the entity

The following provides a summary of some of the fraud related procedures that are performed during the audit:

- Testing the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the consolidated financial statements
- Reviewing accounting estimates for biases
- Evaluating the business rationale (or the lack thereof) for significant transactions that are or appear to be outside the normal course of operations

Quality control

We have a robust quality control program that forms a core part of our client service. We combine internationally developed audit methodology, data analytics technology that allows us to examine large amounts of data, rigorous review procedures, mandatory professional development requirements, and the use of specialists to deliver high quality audit services to our clients. In addition to our internal processes, we are subject to inspection and oversight by standard setting and regulatory bodies. We are proud of our firm's approach to quality control and would be pleased to discuss any aspect with you at your convenience.

IDEA Data Analysis Software

We apply our audit methodology using advanced software tools. IDEA Data Analysis Software is a powerful analysis tool that allows audit teams to read, display, analyze, manipulate, sample and extract data from almost any electronic source. The tool has the advantages of enabling the audit team to perform data analytics on very large data sets in a very short space of time, while providing the checks, balances and audit trail necessary to ensure that the data is not corrupted and that the work can be easily reviewed. SmartAnalyzer, an add-on to IDEA, further improves the efficiency and effectiveness of the audit by providing automated routines for certain common analytical tasks, such as identifying unusual and potentially fraudulent journal entries. Grant Thornton continues to invest in developing industry-leading audit data analytical tools

Appendix B – Audit plan and risk assessment

We have executed our audit in accordance with our plan outlined below. We continually reassess the need for changes to our planned audit approach throughout the audit.

Risk assessment

Our risk assessment process identified certain significant risks, which are included under “Audit risks and results” in our report. In addition, we identified certain other areas where we focused our attention as follows:

Risk area	Why it is a risk area	Audit procedures and findings
Subsequent events	<p>The COVID-19 virus became widespread in January 2020 and the magnitude of its impact increased thereafter. Management determined the following impact(s) resulting from COVID-19 to be material non-adjusting subsequent events, and has included the appropriate disclosures in the consolidated financial statements, including the nature and estimated financial effect of each specific impact identified:</p> <ul style="list-style-type: none">• Closure of Municipal facilities• Passing of by-law for reduction in fines, penalties and interest on municipal tax revenue	<p>Review disclosure and details included.</p> <p>Inquire with management on any additional items.</p> <p>No exceptions noted.</p>
Tax Revenue	<p>The revenue and receivables from taxes levied may not be valid due to taxpayer collections being misapplied by those recording the receipt.</p>	<p>Test accounts receivable using statistical sampling.</p> <p>Review of tax revenue recorded in relation to 2020 tax by-law.</p> <p>No exceptions noted.</p>

Risk area	Why it is a risk area	Audit procedures and findings
Operating Expenses	<p>There is a risk that payables related to core activities are understated or not recorded in the correct period.</p> <p>There is also a risk that the landfill closure and post-closure liability obligations are not properly calculated and disclosed.</p>	<p>Review supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals.</p> <p>Perform subsequent payments testing.</p> <p>For landfill accrual, review liability calculation, verify the completeness and accuracy of the underlying data, and examine the assumptions to determine their appropriateness.</p> <p>No exceptions noted.</p>
Tangible capital assets	<p>There is a risk that capital asset activity is not valid.</p> <p>There is also a risk that the allowance for amortization is not adequate.</p>	<p>Test significant additions for existence and to ensure adherence to procurement policies.</p> <p>Review of disposal of Heritage North building</p> <p>Analytical assessment of amortization expense.</p> <p>No exceptions noted.</p>
Post-employment benefits and compensated absences	<p>There is a risk that the liabilities are understated, or the underlying assumptions aren't valid.</p>	<p>Obtained actuarial report and confirmed qualifications, membership standing with professional associations, and independence.</p> <p>Assessed significant underlying assumptions.</p> <p>Assessed employee benefit policies for significant changes.</p> <p>No exceptions noted.</p>
Long-term debt	<p>There is a risk that long-term debt is understated.</p>	<p>Confirm balances with lending institutions and review minutes for evidences of undisclosed new debt.</p> <p>No exceptions noted.</p>

Group audit

In forming our opinion on the financial statements, we planned to perform work on the financial information of the components as follows:

Component	Component auditor	Audit response and engagement team involvement
The Town of Kirkland Lake Solar Inc.	Grant Thornton LLP	<p>The Town is a shareholder in The Town of Kirkland Lake Solar Inc. ("KLS") and this investment represents a non-significant component in the Town's consolidated financial statements..</p> <p>The Town's engagement team used the KLS audited financial statements as part of the audit response to the investment in KLS.</p>

Appendix C – Draft independent auditor's reports

Independent auditor's report (Municipality)

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

Opinion

We have audited the consolidated financial statements of The Municipal Corporation of the Town of Kirkland Lake ("the Town"), which comprise the consolidated statement of financial position as at December 31, 2020, and the consolidated statements of operations, change in net debt and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Municipal Corporation of the Town of Kirkland Lake as at December 31, 2020, and its results of operations, its changes in its net debt, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

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

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

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

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

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

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

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

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

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

Kirkland Lake, Canada

Chartered Professional Accountants
Licensed Public Accountants

Independent auditor's report (Trust Funds)

To the members of Council

Opinion

We have audited the financial statements of Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards) Trust Funds ("the Trust Funds"), which comprise the balance sheet as at December 31, 2020, and the statement of continuity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements of Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards) Trust Funds for the year ended December 31, 2020 are prepared, in all material respects, in accordance with disclosed basis of accounting in Note 2 to the financial statements.

Basis for Opinion

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

Emphasis of Matter - Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist the Trust Funds in reporting to the Municipal Corporation of the Town of Kirkland Lake. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for Municipal Corporation of the Town of Kirkland Lake and should not be distributed to or used by parties other than the Municipal Corporation of the Town of Kirkland Lake. Our opinion is not modified in respect of this matter.

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

Management is responsible for the preparation of the financial statements in accordance with disclosed basis of accounting in Note 2 to the financial statements and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Those charged with governance are responsible for overseeing the Trust Funds' financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise

from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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

We also:

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

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

Kirkland Lake, Canada

Chartered Professional Accountants
Licensed Public Accountants

Appendix D – Draft management representation letter

August 10, 2021

Grant Thornton LLP
32 Prospect Avenue, Suite 3
Kirkland Lake, ON P2N 2V4

Dear Sir/Madam:

We are providing this letter in connection with your audit of the financial statements of the Municipal Corporation of the Town of Kirkland Lake (“the Town”) and the Town’s Trust Funds as of December 31, 2020, and for the year then ended, for the purpose of expressing an opinion as to whether the consolidated financial statements and Trust Funds financial statements (“financial statements”) present fairly, in all material respects, the financial position, results of operations, and cash flows of the Town and Trust Funds in accordance with Canadian public sector accounting standards.

We acknowledge that we have fulfilled our responsibilities for the preparation of the financial statements in accordance with Canadian public sector accounting standards and for the design and implementation of internal controls to prevent and detect fraud and error. We have assessed the risk that the financial statements may be materially misstated as a result of fraud, and have determined such risk to be low. Further, we acknowledge that your examination was planned and conducted in accordance with Canadian generally accepted auditing standards (GAAS) so as to enable you to express an opinion on the financial statements. We understand that while your work includes an examination of the accounting system, internal controls and related data to the extent you considered necessary in the circumstances, it is not designed to identify, nor can it necessarily be expected to disclose, fraud, shortages, errors and other irregularities, should any exist.

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the financial statements would influence the decision of a reasonable person relying on the financial statements.

We confirm, to the best of our knowledge and belief, as of August 10, 2021, the following representations made to you during your audit.

Financial statements

- 1 The financial statements referred to above present fairly, in all material respects, the financial position of the Town and Trust Funds as at December 31, 2020 and the results of their operations and their cash flows for the year then ended in accordance with Canadian public sector accounting standards, as agreed to in the terms of the audit engagement.

Completeness of information

- 2 We have made available to you all financial records and related data and all minutes of the meetings of Council and committees of Council, as agreed in the terms of the audit engagement. Summaries of actions of recent meetings for which minutes have not yet been prepared have been provided to you. All significant Council and committee actions are included in the summaries.
- 3 We have provided you with unrestricted access to persons within the Town from whom you determined it necessary to obtain audit evidence.
- 4 There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- 5 There were no restatements made to correct a material misstatement in the prior period financial statements that affect the comparative information.
- 6 We are unaware of any known or probable instances of non-compliance with the requirements of regulatory or governmental authorities, including their financial reporting requirements.
- 7 We are unaware of any violations or possible violations of laws or regulations the effects of which should be considered for disclosure in the financial statements or as the basis of recording a contingent loss.
- 8 We have disclosed to you all known deficiencies in the design or operation of internal control over financial reporting of which we are aware.
- 9 We have identified to you all known related parties and related party transactions, including sales, purchases, loans, transfers of assets, liabilities and services, leasing arrangements guarantees, non-monetary transactions and transactions for no consideration.

Fraud and error

- 10 We have no knowledge of fraud or suspected fraud affecting the Town or Trust Funds involving management; employees who have significant roles in internal control; or others, where the fraud could have a non-trivial effect on the financial statements.
- 11 We have no knowledge of any allegations of fraud or suspected fraud affecting the Town's and Trust Funds' financial statements communicated by employees, former employees, analysts, regulators or others.
- 12 We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
- 13 We believe that there are no uncorrected financial statement misstatements relating to the Trust Funds.

14 We believe that there are no uncorrected financial statement misstatements relating to the Town.

Recognition, measurement and disclosure

15 We believe that the significant assumptions used by us in making accounting estimates, including those used in arriving at the fair values of financial instruments as measured and disclosed in the financial statements, are reasonable and appropriate in the circumstances.

16 We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities, both financial and non-financial, reflected in the financial statements.

17 All related party transactions have been appropriately measured and disclosed in the financial statements.

18 The nature of all material measurement uncertainties has been appropriately disclosed in the financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the financial statements.

19 All outstanding and possible claims, whether or not they have been discussed with legal counsel, have been disclosed to you and are appropriately reflected in the financial statements.

20 All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the financial statements.

21 There are no “off-balance sheet” financial instruments that exist.

22 The Town and Trust Funds did not purchase any derivative financial instruments during the year.

23 With respect to environmental matters:

- a) at year end, there were no liabilities or contingencies that have not already been disclosed to you;
- b) liabilities or contingencies have been recognized, measured and disclosed, as appropriate, in the financial statements; and
- c) commitments have been measured and disclosed, as appropriate, in the financial statements.

24 The Town and Trust Funds have satisfactory title to (or lease interest in) all assets, and there are no liens or encumbrances on the Town’s or Trust Funds’ assets nor has any been pledged as collateral.

25 We have disclosed to you, and the Town and Trust Funds have complied with, all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.

26 The Goods and Services Tax (GST) and Harmonized Sales Tax (HST) transactions recorded by the Town and Trust Funds are in accordance with the federal and provincial regulations. The GST and HST liability/receivable amounts recorded by the Town and Trust Funds are considered complete.

27 Employee future benefit costs, assets, and obligations have been determined, accounted for and disclosed in accordance with the requirements of Section 3255 *Post Employment Benefits, Compensated Absences and Termination Benefits* of the Canadian public sector accounting standards issued by the Public Sector Accounting Board.

- 28 There have been no events subsequent to the balance sheet date up to the date hereof that would require recognition or disclosure in the financial statements other than those disclosed in Note 20 to the financial statements. Further, there have been no events subsequent to the date of the comparative financial statements that would require adjustment of those financial statements and related notes.
- 29 We have considered the impact that the COVID-19 pandemic has had to date on the operations of the Town and have concluded that the pandemic is a non-adjusting subsequent event.

Other

- 30 We have considered whether or not events have occurred or conditions exist which may cast significant doubt on the Town's and Trust Funds' ability to continue as a going concern and have concluded that no such events or conditions are evident.

Yours very truly,

Treasurer

Chief Administrative Officer

Appendix E – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date	Assessment of applicability
<p>Amendments to CAS 701, <i>Communicating Key Audit Matters in the Independent Auditor's Report</i></p> <p>New reporting standards were required to be applied for audits of entities with periods ending on or after December 15, 2018. One of the updated standards, CAS 701, dealt with the requirements when the auditor would be communicating matters judged to be most significant to the audit in the audit report, either because the auditor had chosen to do so or because law or regulation required key audit matters to be described in the auditor's report.</p> <p>In late 2019, the AASB finalized further amendments to the auditor reporting standards such that auditors would be required to communicate key audit matters in the auditor's report for complete sets of general purpose financial statements of entities listed on the Toronto Stock Exchange (TSX) and other listed entities, excluding entities required to comply with National Instrument 81-106 <i>Investment Fund Continuous Disclosure</i> ("NI 81-106").</p>	<p>The communication of key audit matters in the auditor's report is required for audits of entities listed on the TSX, other than entities required to comply with NI 81-106, for periods ending on or after December 15, 2020 and for other listed entities, other than entities required to comply with NI 81-106, for periods ending on or after December 15, 2022.</p>	<p>No impact on 2020 audit.</p>
<p>Revisions to CAS 540 <i>Auditing Accounting Estimates, including Fair Value Accounting Estimates, and Related Disclosures</i></p> <p>In June 2018, the IAASB approved a revised version of ISA 540 <i>Auditing Accounting Estimates and Related Disclosures</i>. In revising the standard, the IAASB focused on improving the scalability of the ISA to very simple accounting estimates, as well as the most complex accounting estimates. The AASB concluded that the changes to the ISA would be adopted as CASs, with no special amendments being necessary with respect to the Canadian auditing environment. The key changes to the revised standard include:</p> <ul style="list-style-type: none"> • Explicit recognition of the spectrum of inherent risk and introduction of concept of inherent risk factors • Requirement for enhanced risk assessment procedures relating to understanding the entity, including internal control • Inclusion of objectives-based work effort requirements directed to methods, data and assumptions when responding to the risks of material misstatement • Enhanced "stand back" requirement for audit evidence obtained, including an increased emphasis on professional scepticism <p>Clarification of the relationship between CAS 540 (revised) and the other CASs and the requirements when using the work of management's expert as audit evidence in testing how management made the accounting estimate</p>	<p>The revised standard is effective for audits of financial statements with periods beginning on or after December 15, 2019.</p>	<p>Adopted in 2020.</p>

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date	Assessment of applicability
<p data-bbox="136 251 942 276">Revisions to CAS 315 <i>Identifying and Assessing Risks of Material Misstatement</i></p> <p data-bbox="136 289 1289 407">In July 2018, the IAASB issued an Exposure Draft proposing changes to ISA 315 that could drive more consistent and effective identification and assessment of the risks of material misstatement by auditors. The AASB published an Exposure Draft of the equivalent Canadian standard, which included the same proposed revisions as the ISA with no Canada-specific amendments. The revised CAS 315 has been approved and is expected to be issued in the May 2020 CPA Canada handbook update. Key amendments to the standard include the following:</p> <ul data-bbox="136 420 1272 657" style="list-style-type: none"> <li data-bbox="136 420 1247 444">• Focusing on the applicable financial reporting framework in identifying and assessing risks of material misstatement <li data-bbox="136 444 1272 516">• Updating the understanding of the system of internal control, including clarifying the work effort for understanding each of the components of internal control and "controls relevant to the audit", as well as the relationship between this understanding and the assessment of control risk <li data-bbox="136 516 1272 561">• Updating aspects relating to IT, in particular to the IT environment, the applications relevant to the audit and general IT controls relevant to the audit <li data-bbox="136 561 1257 607">• Introducing the new concepts of inherent risk factors, relevant assertions, significant classes of transactions, account balances and disclosures, and the spectrum of inherent risk <li data-bbox="136 607 1272 657">• Separating the inherent risk and control risk assessments for assertion level risks, enhancing the requirements relating to financial statement level risks, and updating the definition of "significant risks" 	Periods beginning on or after December 15, 2021.	No impact on the 2020 audit.

Appendix F – PSAS

Accounting developments

Public Sector Accounting Standards	Effective date	Management assessment of applicability
<p>Section PS 1150 <i>Generally Accepted Accounting Principles</i></p> <p>Section PS 1150 has been amended to require public sector entities to look to accounting pronouncements published by the International Public Sector Accounting Standards Board (IPSASB) as the first accounting framework to consult in situations not covered by primary sources of GAAP. When a standard from the IPSASB exists, it must be consulted first before standards issued by other bodies authorized to issue accounting standards.</p> <p>This amendment would only be applied only to new transactions or other events after the effective date for which the entity has no existing accounting policy. It also does not require the revision of existing accounting policies.</p>	<p>Fiscal years beginning on or after April 1, 2021.</p>	<p>No impact on the 2020 consolidated financial statements.</p>
<p>Section PS 1000 <i>Financial statement concepts</i>, Section 1201 <i>Financial Statement Presentation</i>, and PSG-8 <i>Purchased intangibles</i></p> <p>Section PS 1000 has been amended to remove the prohibition of recognition of purchased intangibles in public sector financial statements. Consequentially, Section PS 1201 has also been amended to remove disclosure requirements for unrecognized purchased intangibles since entities can now recognize purchased intangibles in their financial statements. Entities still reporting in accordance with Section PS 1200 <i>Financial Statement Presentation</i> can also adopt the amendments and recognize purchased intangible assets. New Public Sector Guideline, PSG-8 <i>Purchased intangibles</i>, has been issued to explain the scope of the intangibles that are allowed to be recognized in the financial statements given this amendment to Section PS 1000. However, it is important to note that no further recognition, measurement, disclosure and presentation guidance has been provided.</p> <p>The main features of PSG-8 include:</p> <ul style="list-style-type: none"> • A definition of purchased intangibles • Examples of items that are not purchased intangibles • References to other guidance in the PSA Handbook on intangibles • Reference to the asset definition, general recognition criteria and the GAAP hierarchy for accounting for purchased intangibles <p>Retrospective or prospective application is permitted.</p>	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on the 2020 consolidated financial statements.</p>
<p>Section PS 3400 <i>Revenues</i></p> <p>New Section PS 3400 <i>Revenue</i> establishes standards on how to account for and report on revenue. It does not apply to revenues for which specific standards already exist, such as government transfers, tax revenue or restricted revenues. The Section distinguishes between revenue that arises from transactions that include performance obligations (i.e., exchange</p>	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on the 2020 consolidated financial statements.</p>

Public Sector Accounting Standards	Effective date	Management assessment of applicability
<p>transactions) and transactions that do not have performance obligations (i.e., non-exchange transactions). The main features of the new Section are:</p> <ul style="list-style-type: none"> • Performance obligations are defined as enforceable promises to provide specific goods or services to a specific payer • Revenue from transactions with performance obligations will be recognized when (or as) the performance obligation is satisfied by providing the promised goods or services to the payer • Revenue from transactions with no performance obligations will be recognized when a public sector entity has the authority to claim or retain the revenue and identifies a past transaction or event that gives rise to an asset 		
<p>Section PS 3280 <i>Asset retirement obligations</i></p> <p>New Section PS 3280 <i>Asset Retirement Obligations</i> establishes standards on how to account for and report a liability for asset retirement obligations. An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.</p> <p>Asset retirement costs associated with a tangible capital asset increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner, while asset retirement costs associated with an asset no longer in productive use are expensed. Measurement of the liability for an asset retirement obligation should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date. A present value technique is often the best method to estimate the liability. Subsequent measurement of the liability can result in either a change in the carrying amount of the related tangible capital asset, or an expense, depending on the nature of the remeasurement or whether the asset remains in productive use.</p> <p>As a result of the issuance of Section PS 3280, the Public Sector Accounting Board (PSAB) approved the withdrawal of Section PS 3270 <i>Solid waste landfill closure and post-closure liability</i> as asset retirement obligations associated with landfills will be within the scope of PS 3280. PS 3280 does not address costs related to remediation of contaminated sites, which will continue to be addressed in Section PS 3260 <i>Liability for contaminated sites</i>. Some consequential amendments have been made to PS 3260 to conform with PS 3280 and further clarify the scope of each standard.</p>	<p>Fiscal years beginning on or after April 1, 2022.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on the 2020 consolidated financial statements.</p>
<p>Section PS 3450 <i>Financial instruments</i>, Section PS 2601 <i>Foreign currency translation</i>, Section PS 1201 <i>Financial statement presentation</i>, and PS 3041 <i>Portfolio investments</i></p> <p>PS 3450 <i>Financial instruments</i> is a new Section that establishes standards for recognizing and measuring financial assets, financial liabilities and non-financial derivatives. Some highlights of the requirements include:</p> <ul style="list-style-type: none"> • a public sector entity should recognize a financial asset or a financial liability on its statement of financial position when it becomes a party to the contractual provisions of the instrument • financial instruments within the scope of the Section are assigned to one of two measurement categories: fair value, or cost / amortized cost • almost all derivatives are measured at fair value • fair value measurement is required for portfolio investments in equity instruments that are quoted in an active market • other financial assets and financial liabilities are generally measured at cost or amortized cost • until an item is derecognized, gains and losses arising due to fair value remeasurement are reported in the statement of remeasurement gains and losses when the public sector entity defines and implements a risk management or investment strategy to manage and evaluate the performance of a group of financial assets, financial liabilities or both on a fair value basis, the entity may elect to include these items in the fair value category • additional disclosures with respect to financial instruments will be required, including the nature and extent of risks arising from a public sector entity's financial instruments 	<p>The new requirements are all required to be applied at the same time.</p> <p>For governments - Fiscal years beginning on or after April 1, 2022.</p> <p>For government organizations that applied the CPA Canada Handbook – Accounting prior to their adoption of the CPA Canada Public Sector Accounting Handbook - Fiscal years beginning on or after April 1, 2012.</p> <p>For all other government organizations - Fiscal years beginning on or after April 1, 2022.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on the 2020 consolidated financial statements.</p>

Public Sector Accounting Standards	Effective date	Management assessment of applicability
<p>PS 2601 <i>Foreign currency translation</i> revises and replaces Section PS 2600 <i>Foreign currency translation</i>. Some highlights of the requirements include:</p> <ul style="list-style-type: none"> • the deferral and amortization of foreign exchange gains and losses relating to long-term foreign currency denominated monetary items is discontinued • until the period of settlement, foreign exchange gains and losses are recognized in the statement of remeasurement gains and losses rather than the statement of operations, unless an irrevocable election is made at initial measurement to recognize exchange gains and losses on a financial asset or financial liability directly in the statement of operations. <p>PS 1201 <i>Financial statement presentation</i> revises and replaces Section PS 1200 <i>Financial statement presentation</i>. The main amendment to this Section is the addition of the statement of remeasurement gains and losses.</p> <p>PS 3041 <i>Portfolio investments</i> revises and replaces Section PS 3040 <i>Portfolio investments</i>.</p> <p>The issuance of these new sections also includes consequential amendments to:</p> <ul style="list-style-type: none"> • <i>Introduction to accounting standards that apply only to government not-for-profit organizations</i> • PS 1000 <i>Financial statement concepts</i> • PS 1100 <i>Financial statement objectives</i> • PS 2125 <i>First-time adoption by government organizations</i> • PS 2500 <i>Basic principles of consolidation</i> • PS 2510 <i>Additional areas of consolidation</i> • PS 3050 <i>Loans receivable</i> • PS 3060 <i>Government partnerships</i> • PS 3070 <i>Investments in government business enterprises</i> • PS 3230 <i>Long-term debt</i> • PS 3310 <i>Loan guarantees</i> • PS 4200 <i>Financial statement presentation by not-for-profit organizations</i> <p>PSG-6 <i>Including results of organizations and partnerships applying fair value measurement</i> was withdrawn as a result of the issuance of these sections.</p> <p>In April 2020, the PSAB issued amendments to clarify aspects of Section PS 3450's application and add new guidance to its transitional provisions.</p> <p>The amendments introduce changes to the accounting treatment for bond repurchase transactions. Specifically, the amendments no longer require bond repurchase transactions to be treated as extinguishments, unless they are discharged or legally released from the obligation or the transactions meet certain criteria to be considered an exchange of debt.</p> <p>The amendments also provide clarification on the application of certain areas of Section PS 3450, these include:</p> <ul style="list-style-type: none"> • Section PS 3450 does not apply unless a contractual right or a contractual obligation underlies a receivable or payable • how a transfer of collateral pursuant to a credit risk management mechanism in a derivative contract is accounted for, and • derecognition of a financial asset does not occur if the transferor retains substantially all the risks and benefits of ownership <p>Finally, the amendments have added new guidance to the transitional provisions as follows:</p>		

Public Sector Accounting Standards	Effective date	Management assessment of applicability
<ul style="list-style-type: none"> controlling governments should use the carrying values of the financial assets and liabilities in the records of its government organizations when consolidating a government organization any unamortized discounts, premiums, or transaction costs associated with a financial asset or financial liability in the cost/amortized cost category should be included in the item's opening carrying value, and <p>in cases where derivatives were not recognized or were not measured at fair value prior to adopting PS 3450, any difference between the previous carrying value and fair value should be recognized in the opening balance of accumulated remeasurement gains and losses</p>		

Strategic plan for not-for-profit organizations in the public sector

Since 2012, government not-for-profit organizations (GNPOs) have been required to adopt PSAS but were given the option of applying the specific GNPO accounting standards in PSAS. Some GNPOs have utilized those standards, while others have not. The PSAB recognized that a “one-size-fits-all” approach may not be appropriate for all stakeholders. As a result, in PSAB's 2017-2022 Strategic Plan, the Board signaled intent to understand the needs and concerns of GNPOs and consider if some standards should be applied differently by them. In 2018, PSAB consulted with over 100 GNPO stakeholders to understand their fiscal and regulatory environment, their financial reporting needs, and their financial reporting perspectives in its first Consultation Paper. Diversity in the financial reporting framework, presentation of net debt and fund accounting, the impact of balanced budget requirements and endowments were some of the items stakeholders raised. In January 2021, PSAB released a second Consultation Paper. The purpose of the paper was to:

- summarize the feedback to Consultation Paper I;
- describe the options considered for a GNPO Strategy;
- describe the decision-making criteria used to evaluate the options; and
- propose a GNPO Strategy.

The deadline to respond to the Consultation paper ended June 30, 2021 and the PSAB is deliberating the feedback received.

International strategy

The PSAB has reviewed its current approach towards International Public Sector Accounting Standards (IPSAS) with the intent of developing options for its International Strategy. At its May 2020 meeting, PSAB decided that it will adapt IPSAS principles when developing future Canadian Public Sector Accounting Standards for the Public Sector Accounting Handbook. PSAB has issued a brief document summarizing its decision and what it means, entitled [In Brief – A plain and simple overview of PSAB's 2020](#)

[decision to adapt IPSAS principles when developing future standards](#), as well as the [Basis for Conclusions](#) on how it reached its decision. This decision will apply to all projects beginning on or after April 1, 2021.

Concepts underlying financial performance

In response to feedback from stakeholders, the PSAB is proposing changes to its conceptual framework and its reporting model with a focus on measuring the financial performance of public sector entities. A conceptual framework is a clear set of related concepts that act as the foundation for the development of standards and the application of professional judgment. In January 2021, PSAB issued four important exposure drafts:

- *The Conceptual Framework for Financial Reporting in the Public Sector* - PSAB has proposed to issue a revised Conceptual Framework that would include 10 chapters:
 - Chapter 1: Introduction to the Conceptual Framework
 - Chapter 2: Characteristics of public sector entities
 - Chapter 3: Financial reporting objective
 - Chapter 4: Role of financial statements
 - Chapter 5: Financial statement foundations
 - Chapter 6: Financial statement objectives
 - Chapter 7: Financial statement information
 - Chapter 8: Elements of financial statements
 - Chapter 9: Recognition and measurement in financial statements
 - Chapter 10: Presentation concepts for financial statements

The proposed Conceptual Framework would replace the existing conceptual framework in Section PS 1000 *Financial Statement Concepts* and Section PS 1100 *Financial Statement Objectives*

- *Financial Statement Presentation, Proposed Section PS 1202* – PSAB has proposed replacing the existing reporting model standard in Section PS 1201 *Financial Statement Presentation*. The proposed changes would make some significant changes to financial presentation for public sector entities
- *Consequential Amendments Arising from the Proposed Conceptual Framework* – This Exposure Draft will summarize the implications for the rest of the CPA Canada Public Sector Accounting (PSA) Handbook; and
- *Consequential Amendments Arising from the Financial Statement Presentation Standard, Proposed Section PS 1202* – This Exposure Draft will summarize the implications for the rest of the PSA Handbook as a result of new proposed Section PS 1202.

The deadline for responses to the exposure drafts was June 30, 2021 and the PSAB is deliberating the feedback received.



MINUTES

Corporation of the Town of Kirkland Lake
Regular Meeting of Council
Electronically via Zoom
Tuesday, July 13, 2021
4:40 p.m.

Attendance

Mayor: Pat Kiely
Councillors: Rick Owen
Eugene Ivanov
Lad Shaba
Absent: Patrick Adams
Stacy Wight
Casey Owens
Staff: Clerk: Meagan Elliott
Director of Community Services: Bonnie Sackrider
Director of Care: Tanya Schumacher
Fire Chief: Rob Adair
Director of Public Works: Jim Roman
Director of Economic Development: Wilf Hass
Planning Administrator/Recycling Coordinator/Data Manager: Jenna McNaughton
Human Resources Manager: Kassandra Young
Deputy Treasurer: Peter Georgeoff

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: Rick Owen

Seconded by: Lad Shaba

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on July 13, 2021 beginning at 4:42 p.m. be approved as circulated to all Members of Council.

CARRIED

3. Declaration of Pecuniary Interest

Mayor Kiely requested those present to declare any pecuniary interests with matters appearing on the Open Session agenda. Councillor Owen noted a pecuniary interest on items 5.1 and 7.1 regarding the Legion Parking lot as his son is Water Foreman who was consulted on the matter.

4. Public Meeting (See Separate Minutes)

- 4.1 Proposed Official Plan Amendment and Zoning By-Law Amendment for 40-42 Second Street

5. Petitions and Delegations

- 5.1 Legion Parking Lot
John MacDonell

Councillor Owen left the Boardroom at 5:00pm

Moved by: Lad Shaba

Seconded by: Eugene Ivanov

BE IT RESOLVED THAT the delegation from John MacDonell be received.

Councillor Owen returned to the Boardroom at 5:08pm

6. Acceptance of Minutes and Recommendations

Moved by: Rick Owen

Seconded by: Eugene Ivanov

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

- Minutes of the Regular Meeting of Council held June 15, 2021
- Minutes of the Special Meeting of Council held June 22, 2021
- Minutes of the Special Meeting of Council held June 29, 2021
- Minutes of the Special Meeting of Council held July 6, 2021

THAT Council accept the minutes from the following committee meetings:

- Minutes of the Planning Advisory Committee meeting held April 8, 2021
- Minutes of the Library Board meeting held May 20, 2021
- Minutes of the Museum Advisory Committee meeting held May 27, 2021

CARRIED

7. Reports of Municipal Officers and Communications

- 7.1 Royal Canadian Legion Branch 87 Parking Lot
Jim Roman, Director of Public Works

Councillor Owen left the Boardroom at 5:10pm

Moved by: Eugene Ivanov

Seconded by: Lad Shaba

BE IT RESOLVED THAT Report Number 2021-PW-004 entitled “**Royal Canadian Legion Branch 87 Parking Lot**” be received,

THAT staff be directed to acquire formal proof of claim acceptance or denial from the Legion Branch 87, and

THAT staff be directed to report the incident to the Town’s insurance as a potential claim in order for an investigation into potential liability before proceeding further and report back to Council with the findings.

CARRIED

Councillor Owen returned to the Boardroom at 5:20pm

7.2 Kirkland Lake Gold Airport Use Request to Host a Drive In Movie Night
Richard Charbonneau, Waste Management Manager

Moved by: Rick Owen

Seconded by: Lad Shaba

BE IT RESOLVED THAT Report Number 2021-DEV-031 entitled “**Kirkland Lake Gold Airport Use Request To Host A Drive In Movie Night**” be received,

THAT Council approve in principle (pending any pandemic restrictions) Kirkland Lake Gold’s request for the use of the Kirkland Lake Airport to host a Drive In Movie Night on August 13th from 2:00 pm – 12:00 am, and

THAT staff be directed to finalize an agreement with Kirkland Lake Gold for the use of the Kirkland Lake Airport to host a drive in movie night.

CARRIED

7.3 Canada Community Revitalization Fund
Wilf Hass, Director of Economic Development

Moved by: Eugene Ivanov

Seconded by: Lad Shaba

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.

CARRIED

7.4 Green and Inclusive Community Buildings (GICB) Fund Submission Update
Bonnie Sackrider, Director of Community Services

Moved by: Lad Shaba
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT Report Number 2021-CS-016 entitled “**Green and Inclusive Community Buildings (GICB) Fund Submission Update**” be received, and

THAT staff be directed to present an executing by-law to Council to enter into an agreement with Piotrowski Consultants Ltd. as per the attached scope of work, to a maximum of \$19,240, exclusive of taxes.

CARRIED

7.5 Ontario Regulation 284/09 – Public Sector Accounting Board (PSAB) Reconciliation
Peter Georgeoff, Deputy Treasurer

Moved by: Rick Owen
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT Report Number 2021-FIN-001 entitled “**Ontario Regulation 284/09 – Public Sector Accounting Board (PSAB) Reconciliation**” be received.

CARRIED

8. **Consideration of Notices of Motion**

None noted.

9. **Introduction, Reading and Consideration of By-Laws**

Moved by: Lad Shaba
Seconded by: Rick Owen

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

By-law Number 21-053, being a by-law to amend the Corporation of the Town of Kirkland Lake's Official Plan.

CARRIED

Moved by: Eugene Ivanov
Seconded by: 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 21-054, being a by-law to amend the Corporation of the Town of Kirkland Lake's Zoning By-law No. 21-032.

CARRIED

TKL Boardroom lost connection at 5:46pm and reconnected at 5:52pm

Moved by: Rick Owen
Seconded by: 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 21-055, being a by-law to amend a Site Plan Control Agreement with 1969057 Ontario Inc. at 40/42 Second Street.

CARRIED

Moved by: Eugene Ivanov
Seconded by: Rick Owen

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

By-law Number 21-056, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of 2 Premier Avenue East to Jean-Guy Clermont.

CARRIED

Moved by: Lad Shaba
Seconded by: Rick Owen

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

By-law Number 21-057, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of property located at 8 and 10 Calbeck Avenue to Emillie Lacaille.

CARRIED

Moved by: Rick Owen
Seconded by: Eugene Ivanov

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

By-law Number 21-058, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of lands in Pacaud Township to MD Dhallower Hossain.

CARRIED

Moved by: Eugene Ivanov
Seconded by: 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 21-059, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of Parts 1 & 2, 54R-6197 to Robert Portelance.

CARRIED

Moved by: Lad Shaba
Seconded by: Eugene Ivanov

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

By-law Number 21-060, being a by-law to repeal by-laws that appoint and delegate authority to a Chief Administrative Officer.

CARRIED

Moved by: Lad Shaba
Seconded by: Rick Owen

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

By-law Number 21-061, being a by-law to authorize the Mayor and Clerk to execute an agreement with Northland Group of Companies for arena refrigeration retrofit.

CARRIED

10. Questions from Council to Staff

None noted.

11. Notice(s) of Motion

Councillor Shaba proposed the following motion to be considered at the next Regular Meeting of Council:

BE IT RESOLVED THAT staff be directed to report to Council on where a new subdivision could be developed.

12. Councillor's Reports

12.1 Councillor Updates

Moved by: Lad Shaba

Seconded by: Eugene Ivanov

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

CARRIED

13. Additional Information

13.1 Ombudsman Report

Moved by: Rick Owen

Seconded by: Lad Shaba

BE IT RESOLVED THAT the Ombudsman report be received, and
THAT staff be directed to make the appropriate updates to the Procedural By-Law to be compliant with the Municipal Act updates.

CARRIED

14. Closed Session

Moved by: Lad Shaba

Seconded by: El

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 4 proposed land disposition matters and 1 labour relations matter involving identifiable individuals.

CARRIED

Council moved into Closed Session at 6:10pm

Council lost quorum during Closed Session and was unable to formally rise and adjourn. A motion will be presented at the next meeting of Council to address this.

Pat Kiely, Mayor

Meagan Elliott, Clerk



MINUTES

Corporation of the Town of Kirkland Lake
Public Meeting
Electronically via Zoom
Tuesday, July 13, 2021
4:40 p.m.

Attendance

Mayor: Pat Kiely
Councillors: Rick Owen
Eugene Ivanov
Lad Shaba
Absent: Patrick Adams
Stacy Wight
Casey Owens
Staff: Clerk: Meagan Elliott
Director of Community Services: Bonnie Sackrider
Director of Care: Tanya Schumacher
Fire Chief: Rob Adair
Director of Public Works: Jim Roman
Director of Economic Development: Wilf Hass
Planning Administrator/Recycling Coordinator/Data Manager: Jenna McNaughton
Deputy Treasurer: Peter Georgeoff

Members of the Public: William Scott (Architect representing the applicant)

1. Call to Order

Mayor Kiely called the meeting to order.

2. Declaration of Pecuniary Interest

None noted

3. Explanation of Purpose of Meeting

Planning Administrator, Jenna McNaughton explained the purpose for the public meeting and the proposed application.

4. Confirmation of Notice

Ms. McNaughton confirmed notice was circulated in accordance with the *Planning Act* on June 23, 2021

5. Summary of Planning Report

Ms. McNaughton summarized the planning report and the amendments that are being requested. It was noted that staff support the requested amendments as well as a Planning Advisory Committee meeting was held on June 24, 2021 also recommending approval.

Moved by: Eugene Ivanov
Seconded by: Rick Owen

BE IT RESOLVED THAT the Planning Report be received.

CARRIED

6. Correspondence Received

No correspondence was received other than staff and committee comments.

Moved by: Lad Shaba
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT the correspondence be received.

CARRIED

7. Questions from Council

Discussions arose from members of Council surrounding recommendations of improving the parking. Mr. Scott noted he would look into the recommendations and provide updated drawings for the Site Plan. Timeline for completion was discussed noting that the applicants are looking to apply for building permits as soon as permitted.

8. Questions from Members of the Public

Mr. Scott inquired about next steps for updating the Site Plan. Ms. McNaughton noted that it is on the Regular session agenda to be discussed after the public meeting.

9. Consideration of Proposed By-Laws

Moved by: Rick Owen
Seconded by: Lad Shaba

BE IT RESOLVED THAT staff be directed to present a by-law to amend the Official Plan designation for 40/42 Second Street from Commercial to Residential.

CARRIED

Moved by: Eugene Ivanov
Seconded by: Rick Owen

BE IT RESOLVED THAT staff be directed to present a by-law to amend Zoning By-law 21-032, to rezone 40/42 Second Street from “Town Centre Commercial (C1)” to “Residential High Density Special (R3-01)” with the exemptions to minimum parking, minimum front yard setback and minimum side yard setbacks.

CARRIED

10. Explanation of Appeal Process

Ms. McNaughton noted the appeal process.

11. Adjournment

Moved by: Rick Owen
Seconded by: Lad Shaba

BE IT RESOLVED THAT the Public Meeting be adjourned.

CARRIED

The Public Meeting adjourned at 4:59 and Council returned to the Regular Session of Council.

Pat Kiely, Mayor

Meagan Elliott, Clerk



MINUTES

Corporation of the Town of Kirkland Lake
Special Meeting of Council
Electronically via Zoom
July 22, 2021
4:40 p.m.

Attendance

Mayor: Pat Kiely
Councillors: Rick Owen
Lad Shaba
Stacy Wight
Absent: Patrick Adams
Casey Owens
Eugene Ivanov
Staff: Clerk: Meagan Elliott
Director of Community Services: Bonnie Sackrider
Director of Care: Tanya Schumacher
Fire Chief: Rob Adair
Director of Public Works: Jim Roman
Director of Economic Development: Wilf Hass
Human Resources Manager: Kassandra Young

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: Rick Owen

Seconded by: Lad Shaba

BE IT RESOLVED THAT the Agenda for the Special Meeting of Council held on July 22, 2021 beginning at 4:40 p.m. be approved as circulated to all Members of Council.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Reports of Municipal Officers and Communications

4.1 Quorum Lost from July 13, 2021 Regular Meeting of Council (verbal) Meagan Elliott, Clerk

Moved by: Lad Shaba

Seconded by: Stacy Wight

BE IT RESOLVED THAT Council hereby adjourns the July 13, 2021 Closed Session and Open Session of the July 13, 2021 Regular Meeting of Council.

CARRIED

4.2 Allocating Unbudgeted Funds for Piotrowski Consultants Ltd. (verbal)
Bonnie Sackrider, Director of Community Services

Moved by: Stacy Wight
Seconded by: Rick Owen

BE IT RESOLVED THAT Council approves work by Piotrowski Consultants Ltd. to a maximum of \$19,240 exclusive of taxes to be funded from the Organization Restructuring & Efficiency Reserve.

CARRIED

5. Closed Session

Moved by: Rick Owen
Seconded by: Lad Shaba

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 4 matters relating to labour relations that involves identifiable individuals.

CARRIED

Council moved into Closed Session at 4:44pm
Council rose from Closed Session at 7:03pm

6. Matters from Closed Session

Moved by: Stacy Wight
Seconded by: Lad Shaba

BE IT RESOLVED THAT in the absence of a CAO, Council delegates the authority to bind the Corporation in each respective department to the Head of said department. In the absence of a Director of Corporate Services, the Clerk has this authority. When complex matters arise, the Senior Management team (comprised of the Director of Public Works, Director of Community Services, Director of Economic Development, Fire Chief, Executive Director, Human Resources Supervisor, Manager of Operations and Engineering, Deputy Treasurer and Clerk) will collectively discuss for a decision by recorded vote where the same voting rules of Council apply. The Clerk will be the point of contact for communication for members of Council to staff.

CARRIED

7. **Confirmation By-Law**

Moved by: Stacy Wight
Seconded by: 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 21-062, being a by-law to confirm the proceedings of Council at its meeting held July 13, 2021.

CARRIED

Moved by: Lad Shaba
Seconded by: Rick Owen

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

By-law Number 21-063, being a by-law to confirm the proceedings of Council at its meeting held July 22, 2021.

CARRIED

8. **Adjournment**

Moved by: Rick Owen
Seconded by: Stacy Wight

BE IT RESOLVED THAT Council adjourn the July 22, 2021 Special Meeting of Council.

CARRIED

The meeting adjourned at 7:06pm

Pat Kiely, Mayor

Meagan Elliott, Clerk



MINUTES

Corporation of the Town of Kirkland Lake
Police Services Board
Electronically via Zoom
Thursday, April 22, 2021
4:30 p.m.

Attendance

Acting Chair: Rick Owen, Councillor
Members: Emile Boulley
Ted Assad, Provincial Rep
Absent: Pat Kiely, Mayor
Meghan Howe, Provincial Rep
OPP: Ryan Dougan
Secretary: Meagan Elliott, Clerk

1. Call to Order

Acting Chair Owen called the meeting to order at 4:35pm.

2. Approval of the Agenda

Moved by: Emile Boulley
Seconded by: Ted Assad

BE IT RESOLVED that the agenda for the PSB meeting held April 22, 2021 be approved as circulated to all members.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Acceptance of Minutes and Recommendations

4.1 Minutes of the PSB Meeting held February 10, 2021

Moved by: Ted Assad
Seconded by: Emile Boulley

BE IT RESOLVED that the minutes from the PSB meeting held February 10, 2021 be approved.

CARRIED

5. Items for Discussion

5.1 2021 Q1 Reports

Moved by: Ted Assad

Seconded by: Emile Boulley

BE IT RESOLVED that the 2021 Q1 Report be received.

CARRIED

5.2 Police Service Board Configuration Changes

Moved by: Emile Boulley

Seconded by: Ted Assad

BE IT RESOLVED that the documents regarding Police Service Board Configuration Changes be received, and

THAT the Police Service Board recommends that the secretary discuss with the other municipalities the proposal of McGarry, Gauthier, Larder and Beaverhouse being 1 Board, Matachewan and Matachewan First Nations being 1 Board, and Kirkland Lake being 1 Board.

CARRIED

5.3 Police Service Board Subscriptions

Moved by: Emile Boulley

Seconded by: Ted Assad

BE IT RESOLVED that the verbal discussion on PSB subscriptions be received and

THAT secretary report back on if there is a membership through Ontario Association of Police Service Boards.

CARRIED

5.4 DTSSAB CSWB Plan RFP

Moved by: Ted Assad

Seconded by: Emile Boulley

BE IT RESOLVED that the CSWB RFP document be received.

CARRIED

6. Additional Information

6.1 General Correspondence Received

Moved by: Emile Boulley

Seconded by: Ted Assad

BE IT RESOLVED that the general correspondence be received.

CARRIED

7. Adjournment

Moved by: Emile Boulley

Seconded by: Ted Assad

BE IT RESOLVED that the PSB meeting held April 22, 2021 be adjourned.

CARRIED

The meeting adjourned at: 5:28pm

Rick Owen, Acting Chair

Meagan Elliott, Secretary

APPROVED BY BOARD ON JULY 14 2021



REPORT TO COUNCIL

Meeting Date: 8/10/2021

Report Number: 2021-FIN-002

Presented by: Peter Georgeoff

Department: Corporate Services

REPORT TITLE

2020 Audited Financial Statements

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-FIN-002 entitled “**2020 Audited Financial Statements**”, be received,

THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Consolidated Financial Statements of the Town of Kirkland Lake for the year ended December 31, 2020,

THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Trust Funds Balance Sheet and Statement of Continuity of the Town of Kirkland Lake and its affiliated Boards for the year ended December 31, 2020, and

THAT Council for the Town of Kirkland Lake hereby authorizes staff to distribute the audited financial statements as required by Section 295 (1) of the *Municipal Act, 2001*.

BACKGROUND

The consolidated financial statements of the Town are prepared by management in accordance with Canadian Public Sector Accounting Standards. These statements reflect the assets, liabilities, revenues and expenditures of the Town of Kirkland Lake, which includes activities of all committees of Council, boards and similar entities that are under the control of Council, including the Public Library Board, Museum of Northern History and the Teck Pioneer Residence Committee of Management.

Section 296 (1) of the *Municipal Act, 2001*, requires municipalities to appoint an auditor licensed under the *Public Accounting Act, 2004*, who is responsible for:

- a. Annually auditing the accounts and transactions of the municipality and its

-
- local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
 - b. Performing duties required by the municipality or local board.

The Town's appointed auditor is Grant Thornton LLP. Upon Council approval of the consolidated financial statements, Grant Thornton LLP will express an opinion on the consolidated financial statements.

Similarly, Grant Thornton LLP will express an opinion on the Trust Funds Balance Sheet and Statement of Continuity once Council approves them.

RATIONALE

Financial statements have been prepared in accordance with Public Sector Accounting Standards. The independent audit completed by Grant Thornton LLP has indicated no concerns related to the financial statements that would impede approval of the consolidated financial statements.

Approval of the consolidated financial statements will allow the Town to remain compliant with legislative requirements.

OTHER ALTERNATIVES CONSIDERED

None noted.

FINANCIAL CONSIDERATIONS

Approval of the audited financial statements will allow the Town to distribute the statements to key stakeholders and to remain compliant with conditions of various grants, government agencies, and borrowing arrangements.

RELATIONSHIP TO STRATEGIC PRIORITIES

Publication of the 2020 audited financial statements is consistent with the 'Outstanding Service – Develop Better Communications & Enhanced Openness and Transparency' strategic priority.

ACCESSIBILITY CONSIDERATIONS

Not applicable.

CONSULTATIONS

Sheri Matthews - Performance Improvement Coordinator

ATTACHMENTS

Attachment 1 – Draft Consolidated Financial Statements of the Municipal Corporation of the Town of Kirkland Lake for the year ended December 31, 2020

Attachment 2 – Draft Trust Funds Balance Sheet and Statement of Continuity of the Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards) for the year ended December 31, 2020



KIRKLAND LAKE

T H E R I G H T E N V I R O N M E N T

**MUNICIPAL CORPORATION OF THE
TOWN OF KIRKLAND LAKE**

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 & 2019

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

INDEX TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 & 2019

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake (the "Municipality") for the year ended December 31, 2020 are the responsibility of the Municipality's management and have been prepared in compliance with legislation, and in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of Chartered Professional Accountants of Canada. A summary of the significant accounting policies is described in Note 2 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Municipality's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by Management.

Council meets with Management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by Grant Thornton LLP, independent external auditors appointed by the Municipality. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the Municipality's consolidated financial statements.

Deputy Treasurer

Clerk

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31

	2020	2019
FINANCIAL ASSETS		
Cash and cash equivalents (Note 18)	\$ 12,251,759	\$ 8,653,244
Taxes receivable	2,279,847	1,821,336
User charges receivable	384,681	315,440
Accounts receivable	998,975	873,095
Asset held for sale (Note 19)	799,000	-
TOTAL FINANCIAL ASSETS	\$ 16,714,262	\$ 11,663,115
FINANCIAL LIABILITIES		
Accounts payable and accrued liabilities	\$ 3,012,165	\$ 3,333,696
Deferred revenue (Note 18) (Schedule 3)	3,199,333	2,474,240
Accrued interest on long-term debt	72,366	76,974
Landfill closure and post-closure liability (Note 14)	439,855	439,855
Post-employment benefits and compensated absences (Note 7)	4,329,317	4,356,116
Long-term debt (Note 8) (Schedule 4)	16,007,230	16,989,208
TOTAL LIABILITIES	27,060,266	27,670,089
NET DEBT	(10,346,004)	(16,006,974)
NON-FINANCIAL ASSETS		
Tangible capital assets (Note 19) (Schedule 5)	112,756,444	117,886,432
Inventory of supplies	150,168	157,719
Prepaid expenses	29,824	-
TOTAL NON-FINANCIAL ASSETS	112,936,436	118,044,151
ACCUMULATED SURPLUS (Schedule 1)	\$102,590,432	\$102,037,177

COMMITMENTS (Note 11)

CONTINGENCIES (Note 4 and Note 9)

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED STATEMENT OF OPERATIONS

YEARS ENDED DECEMBER 31

	-----2020-----		2019
	Actual	Budget (see Note 15)	Actual
REVENUES			
Municipal taxation	\$ 12,963,132	\$ 11,801,445	\$ 11,090,239
Taxation from other governments	213,800	187,488	208,442
User charges (Schedule 2)	7,717,802	7,982,955	8,145,913
Government of Canada	436,816	2,408,111	316,607
Province of Ontario			
Non-specific	6,793,200	6,601,600	6,942,510
Specific	5,540,581	6,084,713	4,344,398
Other municipalities	39,642	55,630	107,342
Other (Schedule 2)	1,002,633	883,877	1,593,121
TOTAL REVENUES	34,707,606	36,005,819	32,748,572
EXPENSES			
CURRENT OPERATIONS			
General government	3,247,122	2,562,164	2,401,113
Protection to persons and property	4,908,511	4,904,630	5,235,060
Transportation services	3,784,085	4,770,856	4,385,088
Environmental services	6,630,785	7,190,087	6,742,112
Health services	1,221,691	1,246,083	1,149,518
Social and family services	7,555,590	7,315,046	6,898,107
Social housing	486,241	486,201	496,271
Recreation and cultural services	5,868,813	4,141,743	4,284,223
Planning and development	451,513	692,727	812,515
TOTAL EXPENSES	34,154,351	33,309,537	32,404,007
ANNUAL SURPLUS	553,255	2,696,282	344,565
ACCUMULATED SURPLUS, beginning of year	102,037,177	102,037,177	101,692,612
ACCUMULATED SURPLUS, end of year	\$102,590,432	\$104,733,459	\$102,037,177

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED STATEMENT OF CHANGE IN NET DEBT

YEARS ENDED DECEMBER 31

	-----2020-----		2019
	Actual	Budget (see Note 15)	Actual
ANNUAL SURPLUS	\$ 553,255	\$ 2,696,282	\$ 344,565
Acquisition of tangible capital assets	(2,064,239)	(6,135,572)	(1,561,515)
Amortization of tangible capital assets	4,315,920	4,315,920	4,499,380
Loss (gain) on disposal of tangible capital assets	(46,579)	-	71,042
Proceeds on sale of tangible capital assets	60,633	-	91,387
Writedown of tangible capital assets (Note 19)	2,065,253	-	-
Increase in asset held for sale (Note 19)	799,000	-	-
Decrease (increase) in inventory of supplies	7,551	-	15,514
Decrease (increase) in prepaid expenses	(29,824)	-	-
CHANGE IN NET DEBT	5,660,970	876,630	3,460,373
NET DEBT, beginning of year	(16,006,974)	(16,006,974)	(19,467,347)
NET DEBT, end of year	\$(10,346,004)	\$ (15,130,344)	\$(16,006,974)

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED STATEMENT OF CASH FLOW

YEARS ENDED DECEMBER 31

	2020	2019
OPERATING ACTIVITIES		
ANNUAL SURPLUS	\$ 553,255	\$ 344,565
ADJUSTMENT FOR NON-CASH ITEMS:		
Amortization of tangible capital assets	4,315,920	4,499,380
Tangible capital asset reclassified to asset held for sale	799,000	-
Writedown of tangible capital assets	2,065,253	-
Loss (gain) on disposal of tangible capital assets	(46,579)	71,042
USES:		
Increase in taxes receivable	(458,511)	(488,338)
Increase in accounts receivable	(195,121)	-
Increase in prepaid expenses	(29,824)	-
Increase in asset held for sale	(799,000)	-
Decrease in accounts payable and accrued liabilities	(321,531)	(212,980)
Decrease in other liabilities	(4,608)	-
Decrease in post-employment benefits and compensated absences	(26,799)	-
	5,851,455	4,213,669
SOURCES:		
Decrease in accounts receivable	-	196,337
Decrease in inventory of supplies	7,551	15,514
Increase in deferred revenue	725,093	1,377,860
Increase in post-employment benefits and compensated absences	-	77,092
Increase in other liabilities	-	24,639
	732,644	1,691,442
CASH PROVIDED BY OPERATING ACTIVITIES	6,584,099	5,905,111
CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(2,064,239)	(1,561,515)
Proceeds on sale of tangible capital assets	60,633	91,387
CASH APPLIED TO CAPITAL ACTIVITIES	(2,003,606)	(1,470,128)
FINANCING ACTIVITIES		
Temporary loans	-	(1,170)
New debt issued	287,266	301,875
Debt principal repayments	(1,269,244)	(1,519,869)
CASH APPLIED TO FINANCING ACTIVITIES	(981,978)	(1,219,164)
NET CHANGE IN CASH AND CASH EQUIVALENTS	3,598,515	3,215,819
CASH AND CASH EQUIVALENTS, beginning of year	8,653,244	5,437,425
CASH AND CASH EQUIVALENTS, end of year	\$ 12,251,759	\$ 8,653,244

See accompanying notes and schedules.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 & 2019

1. NATURE OF OPERATIONS

The Municipal Corporation of the Town of Kirkland Lake ("the Municipality") is a single tier municipality with merged areas situated in Northeastern Ontario. It is subject to provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

2. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Municipality are the representations of management and have been prepared in accordance with Canadian public sector accounting standards established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada ("CPA Canada"). The more significant of the accounting policies are summarized below.

(a) REPORTING ENTITY

(i) Consolidated Entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity and include the activities of all committees of Council, boards, etc. which are under the control of Council as listed below:

Public Library Board

Museum of Northern History Advisory Committee

Teck Pioneer Residence Committee of Management

All interfund assets and liabilities, revenues and expenses have been eliminated in these consolidated financial statements.

(ii) Non-consolidated Entities

The following joint local boards are not consolidated:

District of Timiskaming Social Services Administration Board

Timiskaming Health Unit

Separate audited financial statements have been prepared for the above boards.

(iii) Investment in Joint Venture

The Municipality accounts for its interest in a joint venture using the proportionate consolidation method. These consolidated financial statements include the Municipality's proportionate share of any assets, liabilities, revenues or expenses of the joint venture.

(iv) Government Business Enterprises ("GBE")

Government Business Enterprises are accounted for by the modified equity method. Under the modified equity method, the Municipality recognizes the original cost of the investment (equal to the purchase cost of the investment) on the Consolidated Statement of Financial Position. The investment is adjusted for the Municipality's proportionate share of the earnings (losses) and any impairments in the value of the investment. The Municipality's share of the GBE's net income (loss) is recognized on the Consolidated Statement of Operations. The following GBE is included in these consolidated financial statements: The Town of Kirkland Lake Solar Inc.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(v) School Boards

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards are not reflected in these consolidated financial statements.

(vi) Trust Funds

Trust funds and their related operations administered by the Municipality are not included in these consolidated financial statements, but are reported separately on the Trust Funds Statement of Continuity and the Trust Funds Balance Sheet.

(b) BASIS OF ACCOUNTING

Revenues and expenses are reported on the accrual basis of accounting which recognizes revenues as they are earned and measurable and expenses as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(i) Tax Revenues

The authority to levy and collect property taxes is established under the Municipal Act, 2001, the Assessment Act, the Education Act, and other legislation.

The amount of the total annual property tax levy is determined each year through Council's approval of the annual operating and capital budgets. Municipal tax rates are set annually by Council for each property tax class, in accordance with legislation and Council approved policies, in order to raise the revenues required to meet budget requirements. Education tax rates are established each year by the Province of Ontario in order to fund the costs of education on a Province-wide basis.

Property assessments, on which property taxes are based, are established by the Municipal Property Assessment Corporation ("MPAC"), a not-for-profit corporation funded by all municipalities in Ontario. The current value assessment ("CVA") of a property represents the estimated market value of a property as of a fixed date. Assessed values for all properties within the Municipality are provided to the Municipality by way of returned assessment rolls in December of each year.

The amount of property tax levied on an individual property is the product of the CVA of the property and the rate for the class, together with any adjustments that reflect Council approved mitigation or other tax policy measures.

Taxation revenue is initially recorded at the time assessment information is received from MPAC and is subsequently adjusted based on management's best estimate of the amount of tax revenue resulting from assessment adjustments that have not yet been received from MPAC. Additional property tax revenue can be added throughout the year, related to new properties that become occupied or that become subject to property tax, after the return of the annual assessment roll used for billing purposes. Property taxes for these supplementary/omitted amounts are then billed according to the approved tax rates for the property class. Taxation revenues in any year may also be reduced as a result of reductions in assessment values resulting from assessment and/or tax appeals. Each year, an amount is identified within the annual operating budget to cover the estimated amount of revenue loss attributable to assessment appeals, tax appeals or other deficiencies in tax revenues (eg. uncollectible amounts, write-offs). Properties vesting to the Town are expensed in the year they vest and are not included in inventory.

The Municipality is entitled to collect interest and penalties on overdue taxes. These revenues are recorded in the period the interest and penalties are levied.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(ii) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and highly liquid investments with original maturity of 90 days or less as at the end of the year.

(iii) Accounts Receivable and User Charges Receivable

Accounts receivable and user charges receivable are reported net of any allowance for doubtful accounts.

(iv) Inventory of Supplies

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(v) Investments

Investments are recorded at cost. Investments consist of authorized investments pursuant to provisions of the Municipal Act.

(vi) Asset Held for Sale

Asset held for sale is recorded at the lower of cost and net realizable value.

(vii) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives beyond the current year and are not intended for sale in the ordinary course of operations.

(viii) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of an asset. Tangible capital assets received as contributions are recorded at their fair market value at the date of receipt and are recorded as revenue in the year of contribution. Certain tangible capital assets for which historical cost information is not available have been recorded at current fair market values discounted by a relevant inflation factor. Certain assets are disclosed at a nominal value as the determination of current fair market value was not available.

The costs, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

General capital:

Land	no amortization
Land improvements	20 years
Buildings and improvements	25 - 50 years
Machinery and equipment	5 - 20 years
Vehicles	10 - 20 years

Infrastructure:

Roads, streets & bridges	10 - 50 years
Water and sewer	50 years

Assets under construction are not amortized until the asset is put into service.

Leases are classified as operating or capital leases. Leases which transfer substantially all of the benefits

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

Certain assets which have historical or cultural value including works of art, historical documents as well as historical and cultural artifacts are not recognized as tangible capital assets because a reasonable estimate of the future benefits associated with such property cannot be made. Intangibles, Crown lands that have not been purchased by the Municipality, forests, water, and other natural resources are not recognized as tangible capital assets.

(ix) Deferred Revenue

Certain amounts are received pursuant to legislation, regulation, or agreement and may only be used in the conduct of certain programs or in the completion of specific work. In addition, certain user charges and fees are collected for which the related services have yet to be performed. These amounts are recorded as deferred revenue and are recognized as revenue in the year during which the related expenses are incurred or provided eligibility criteria and stipulations have been met.

(x) Reserves and Reserve Funds

Reserves and reserve funds comprise funds set aside for specific purposes by Council. Transfers to and/or from reserves and reserve funds are an adjustment to the respective fund when approved.

(xi) Government Transfers

Government transfers are transfers from senior levels of government that are not the result of an exchange transaction. Government transfers are recognized in the fiscal year during which events giving rise to the transfer occur, provided the transfers are authorized, eligibility criteria and stipulations have been met and reasonable estimates of the amounts can be made.

(xii) Fees and User Charges

Fees and user charges relate mainly to waterworks and wastewater charges, long-term care accommodation fees, fees for use of various programming and fees imposed based on specific activities. Revenue is recognized when the activity is performed or when the services are rendered.

(xiii) Use of Estimates and Measurement Uncertainty

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions on such areas as post-employment benefits and compensated absences, tax revenue collections, landfill post-closure costs, etc. These estimates and assumptions are based on the Municipality's best information and judgment and may differ significantly based on actual results.

(c) POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES

The Municipality provides defined retirement and other future benefits to specified employee groups. These benefits include pension, life insurance and health care benefits, and long-term disability benefits. The Municipality has adopted the following policies with respect to accounting for these employee benefits:

(i) The costs of self insured retirement and other employee future benefit plans are actuarially determined using management's best estimate of salary escalation, insurance and health care cost trends, disability recovery rates, long-term inflation rates and discount rates.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

For self insured retirement and other employee future benefits that vest or accumulate over the periods of service provided by employees, such as life insurance and health care benefits for retirees, the cost is actuarially determined using the projected accrued benefit method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service to the expected retirement age of the active employees.

For those self insured benefit obligations that arise from specific events that occur from time to time, such as obligations for long-term disability, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

(ii) The Municipality's contributions to multi-employer, defined benefit pension plans such as the Ontario Municipal Employees Retirement System pension, are expensed when contributions are due.

(iii) The costs of insured benefits are the Municipality's portion of insurance premiums owed for coverage of employees during the period.

3. TRANSACTIONS ON BEHALF OF SCHOOL BOARDS

During the year, \$1,381,137 of taxation was levied on behalf of school boards (2019 - \$1,342,974).

4. CONTRIBUTIONS TO NON-CONSOLIDATED JOINT LOCAL BOARDS

Further to Note 2(a)(ii), contributions were made by the Municipality to the non-consolidated joint local boards as follows:

	2020	2019
District of Timiskaming Social Services Administration Board ("DTSSAB")	\$1,596,390	\$1,536,698
Timiskaming Health Unit ("THU")	350,188	322,523

The Municipality is contingently liable for its share, which is approximately 19% (2019 - 19%) for the DTSSAB and an estimated 26% (2019 - 26%) for the THU, of any accumulated deficits at the end of the year for these boards.

No long-term liabilities have been issued by other municipalities for these boards. The Municipality is also contingently liable for its share of the long-term liabilities issued by other municipalities for these boards.

5. TRUST FUNDS

Trust funds administered by the Municipality amounting to \$1,631,689 (2019 - \$1,516,139) have not been included in the Consolidated Statement of Financial Position nor have their operations been included in the Consolidated Statement of Operations. The trust funds are reported separately on the Town of Kirkland Lake's Trust Funds Statement of Continuity and Trust Funds Balance Sheet.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

6. TEMPORARY BORROWING

The Municipality has available to it a \$4,000,000 revolving demand operating facility to finance working capital requirements which bears interest at the Prime Rate minus 0.85% per annum. The Municipality was not utilizing this credit facility on December 31, 2020 (2019 - \$nil).

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES

(a) RETIREMENT AND OTHER EMPLOYEE FUTURE BENEFITS LIABILITIES

	2020	2019
Accrued employee future benefits liability	\$ 3,994,900	\$ 4,013,600
Vacation credits	329,092	329,433
Sick leave benefits	5,325	13,083
Post-employment benefits and compensated absences liability	\$ 4,329,317	\$ 4,356,116

(b) RETIREMENT AND OTHER EMPLOYEE FUTURE BENEFITS EXPENSES

	2020	2019
Current year benefit cost	\$ 163,900	\$ 143,800
Interest cost	96,300	104,500
Plan amendments incurred in year	-	30,700
Amortization of actuarial gains	(55,900)	(101,200)
Employee future benefits expenses ¹	\$ 204,300	\$ 177,800

¹ Excluding pension contributions to the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer pension plan, described below.

(c) CONTINUITY OF ACCRUED EMPLOYEE FUTURE BENEFITS LIABILITY

	2020	2019
BALANCE, beginning of year	\$4,013,600	\$4,043,200
Benefit expense for year	204,300	177,800
Actual benefit payments	(223,000)	(207,400)
BALANCE, end of year	\$3,994,900	\$4,013,600

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES (CONT'D)

(d) RETIREMENT BENEFITS

(i) Ontario Municipal Employees Retirement System

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of certain members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan ("the Plan") by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2020. The results of this valuation disclosed total actuarial liabilities of \$113,055 million in respect of benefits accrued for service to December 31, 2020 with actuarial assets at that date of \$109,844 million indicating an actuarial deficit of \$3,211 million. Because OMERS is a multi-employer plan, any Plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the Town does not recognize any share of the Plan surplus or deficit. The Municipality's contributions equal the employee contributions to the plan. During the year ended December 31, 2020, the Municipality contributed \$942,491 (2019 - \$812,753) to the plan. As this is a multi-employer pension plan, these contributions are the Municipality's pension benefit expenses. No pension liability for this type of plan is included in the Municipality's consolidated financial statements.

(ii) Retirement Life Insurance and Health Care Benefits

The Municipality continues to provide health care benefits to certain employee groups after retirement until the members reach 65 years of age and life insurance until death at a reduced amount. The Municipality provides these benefits through an unfunded defined benefit plan. The benefit costs and liabilities related to this plan are included in the Municipality's consolidated financial statements.

(e) ASSUMPTIONS

Due to the complexities in valuing post-employment benefits and compensated absences, actuarial valuations are conducted on a periodic basis. The accrued benefit obligations for employee future benefits plans as at December 31, 2020 are based on a valuation as of December 31, 2019. These actuarial valuations were based on assumptions about future events. The economic assumptions used in these valuations are the Municipality's best estimates of expected rates of:

	December 31, 2020
Discount rate	2.80% per annum
Dental cost trend rates	6.15% per annum, decreasing to 4.0% by 2030
Extended health care trend rates	6.66% per annum, decreasing to 4.0% by 2040

There are no assets associated with the Municipality's plan. Provided there are no significant changes in the interim years, the next actuarial valuation should be performed as at December 31, 2022.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES (CONT'D)

(f) LIABILITY FOR VESTED SICK LEAVE BENEFITS

All full-time, non-union employees and certain union employees have frozen their accumulated sick leave credits. These employees are now entitled to a cash payment on termination of service, subject to conditions concerning the length of service and the maximum amount frozen. The liability for these accumulated days, to the extent that they have vested and could be taken in cash by an employee on termination, amounted to \$5,325 (2019 - \$13,083) at the end of the year.

8. LONG-TERM DEBT

(a) The balance of the long-term debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2020	2019
Total long-term liabilities incurred by the Municipality including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end of the year	\$ 16,007,230	\$ 16,989,208

(b) Of the long-term debt reported in (a) above, \$16,007,230 in principal payments and \$4,939,082 in interest payments are payable from 2021 to 2038 from general municipal revenues. Further details of long-term debt are shown on Schedule 4.

(c) The long-term debt in (a) is issued in the name of the Municipality. The annual principal and interest payments required to service this debt is within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

(d) Interest expense on long-term debt amounted to \$646,854 (2019 - \$698,019).

(e) Included in the long-term debt is the amount of \$71,808 as at December 31, 2020 (2019 - \$74,727) which is owed to the Municipality's Cemetery Perpetual Care Trust Fund. This loan, approved by the Cemeteries Regulation Unit of the Ministry of Consumer Services, was used to build a columbarium at the Kirkland Lake Cemetery. As each niche is sold in the columbarium, \$291.90 of the fee charged is applied as a repayment of this interest free loan.

9. CONTINGENT LIABILITIES

The Municipality is involved from time to time in litigation, which arises in the normal course of business. With respect to outstanding claims, the Town believes that insurance coverage is adequate and that no material exposure exists on the eventual settlement of such litigation. Therefore, no provision has been made in the accompanying financial statements.

10. ANNEXATION

In 1982, the Municipality's annexation of two townships, Bernhardt and Morrisette, was approved by the Ontario Municipal Board, effective January 1, 1982. The method and amount of the tax levy with respect to these Townships received final approval in 1984 from the Ontario Municipal Board. Under the terms of this approval, the Townships are subject to a levy amounting to 100% of the education portion and 35% of the municipal portion of the tax rate as established by Council.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

11. COMMITMENTS

(a) ONTARIO CLEAN WATER AGENCY ("OCWA")

The Municipality has entered into an agreement to have OCWA provide management, operation and maintenance services for the Kirkland Lake Water, Wastewater and Distribution and Collection Systems (Kirkland Lake Water Treatment Plant, Chaput Hughes Standpipe, Swastika Booster Station, Chaput Hughes Booster Station, five lift stations, Swastika Sewage Treatment Plant, Kirkland Lake Sewage Treatment Plant and Kirkland Lake Distribution System). The agreement that commenced on January 1, 2015 was in effect for five years and ended on December 31, 2019. It could then be renewed for successive two-year terms.

Effective January 1, 2020, the Municipality renewed its contract for a two-year period.

Included in the Consolidated Statement of Operations are the 2020 charges from OCWA in the amount of \$1,007,823 (2019 - \$988,068).

(b) O.P.P. POLICING CONTRACT

Effective January 1, 2019, the Municipality renewed its long-term contract with the Province of Ontario which will see the Province provide police services to the Municipality for a three-year period. For the year ended December 31, 2020, the Municipality paid \$2,488,407 (2019 - \$2,481,502) to the Province for policing costs.

(c) TECK PIONEER RESIDENCE AND KIRKLAND AND DISTRICT HOSPITAL

The Municipality is committed to reimbursing Kirkland and District Hospital for shared services related to dietary and laundry services and certain utilities at the Teck Pioneer Residence facility.

(d) BENEFIT PREMIUM

The Municipality is a member of a healthcare insurance reciprocal in order to obtain reduced benefit premiums. Consequently, the Municipality is contingently liable for the obligations of the reciprocal. It is not possible at this time to determine the liability, if any, that may occur. Any liability resulting will be recorded when it becomes reasonably determinable.

(e) HERITAGE NORTH ("HN")

On January 1, 2008, the Municipality assumed the responsibility for operating the HN facility. In doing so, they released the previous not-for-profit organization from its responsibilities under the lease. The Municipality also assumed the rights of ownership relating to the name and the exhibit.

Subsequent to year-end, Council approved the sale of Heritage North for a sale price of \$799,000.

(f) NORTHERN ONTARIO HERITAGE FUND CORPORATION ("NOHFC")

The Municipality has entered into an agreement with NOHFC for the construction of an incubator facility located in the industrial mall.

The Municipality has received \$1,200,000 in grant money. It also has a \$600,000 liability to NOHFC and a receivable from a private enterprise for the same amount. The Municipality entered into a five-year lease agreement with the private enterprise. Payments commenced in March 2009 with a deferral of payments during the period June 2011 to January 2013. The agreement was amended in January of 2017 to continue deferring payments until June 30, 2017. As per an amendment made on December 4, 2018, payments resumed on January 1, 2019. The loan will mature in December 2022.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

11. COMMITMENTS (CONT'D)

(f) NORTHERN ONTARIO HERITAGE FUND CORPORATION ("NOHFC") (CONT'D)

In 2020, NOHFC offered the following repayment relief to the Municipality as a result of COVID-19:

- deferral of any repayments of principal on the loan coming due during the six-month period commencing on April 1, 2020 and ending on September 30, 2020;
- waiver of all interest that accrued on the loan during the period commencing on March 20, 2020 and ending on September 30, 2020; and
- extension of the maturity date of the loan by six (6) months.

The loan will now mature in July 2023.

(g) KIRKLAND DISTRICT FAMILY HEALTH TEAM ("KDFHT")

The Municipality has agreed to absorb one half of the annual operating deficit of the Kirkland District Family Health Team.

(h) WASTE COLLECTION, LANDFILL OPERATIONS AND RECYCLING CONTRACTS

Effective October 1, 2018, the Municipality entered into a five-year contract for waste collection, waste disposal/landfill operations and curbside recycling at a cost not to exceed \$4,964,446 + HST.

In 2020, costs under this agreement were \$394,102 (2019 - \$387,579) for waste collection, \$397,045 (2019 - \$391,949) for landfill operations and \$197,024 (2019 - \$193,760) for recycling.

12. RELATED ENTITIES

(a) KIRKLAND DISTRICT FAMILY HEALTH TEAM ("KDFHT")

The Municipality has an economic interest in the KDFHT. It has agreed by contractual agreement to fund one half of the KDFHT's annual operating deficit. The current year's operating deficit is yet to be determined.

(b) KIRKLAND DISTRICT HEALTH CENTRE ("KDHC")

The Municipality has entered into a joint venture with the Kirkland and District Hospital. The Municipality owns 50% of the Kirkland District Health Centre. As such, the Municipality proportionately consolidates 50% of the assets, liabilities, revenues and expenses of this joint venture.

(c) TOWN OF KIRKLAND LAKE SOLAR INC.

The Municipality has an economic interest in The Town of Kirkland Lake Solar Inc. The Municipality owns 501 voting Class B Shares which represents 50.1% of the outstanding capital stock of the corporation.

13. FINANCIAL INSTRUMENTS

(a) FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash, taxes receivable, user charges receivable, accounts receivable and accounts payable and accrued liabilities approximate their fair value due to the short-term maturities of these instruments. The carrying amount of the long-term debt approximates fair value as the Municipality's current rate of borrowing for similar debt instruments of comparable maturity is not materially different.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

13. FINANCIAL INSTRUMENTS (CONT'D)

(b) CREDIT RISK

The Municipality does not have significant exposure to any individual or party due to the fact that municipalities can obtain liens on properties for any unpaid realty taxes. An allowance for doubtful accounts is established based upon factors surrounding the risk related to specific ratepayers, historical trends and other information. The Municipality has an allowance for doubtful taxes receivable account in the amount of \$900,000 (2019 - \$649,503), for accounts receivable in the amount of \$102,301 (2019 - \$101,259) and for user charges receivable in the amount of \$18,594 (2019 - \$12,098).

(c) INTEREST RATE RISK

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the Municipality manages exposure through its normal operating and financing activities. The Municipality is exposed to interest rate risk primarily through its long-term debt (Note 8).

14. LANDFILL CLOSURE AND POST-CLOSURE LIABILITY

The Ontario Environmental Protection Act sets out the regulatory requirements for the closure and maintenance of landfill sites. Under this Act, the Municipality is required to provide for closure and post-closure care of its solid waste landfill site. The costs related to these obligations are provided for over the estimated remaining life of the landfill site based on usage.

Closure will involve capping of the site with a compacted impermeable clay layer, a layer of topsoil, the re-introduction of a vegetative cover and the construction of surface drainage controls. Post-closure care will involve routine inspections, cap maintenance, groundwater and weir sampling and analysis.

The reported liability is based on estimates and assumptions with respect to events extending over a seventy-six year period using the best information available to management. Future events may result in significant changes to the estimated total expenses, capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

In 2016, the estimates for projected closure, cumulative capacity used, total capacity, post-closure costs per year and the discount rate were reviewed and updated, as applicable, to reflect more up-to-date information. As mentioned above, the resulting changes have been recognized prospectively.

As at December 31, 2020, the remaining capacity of the landfill site is approximately 700,000 cubic metres (2019 - 720,000 cubic metres) which is expected to be used by the year 2066. The period for post-closure care is estimated to be 30 years after 2066.

The estimated liability for the care of the landfill site is the present value of future cash flows associated with closure and post-closure costs discounted using the Municipality's average long-term borrowing rate of 2.80% (2019 - 2.80%). As at December 31, 2020, an amount of \$439,855 (2019 - \$439,855) is reported as a liability on the Consolidated Statement of Financial Position.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

15. BUDGET AMOUNTS

The budget adopted for the current year was prepared on a modified accrual basis, and has been restated to conform with the accounting and reporting standards applicable to the actual results. A reconciliation of the adopted and reported budgets is presented below.

	Budget
Modified accrual basis	\$ 2,696,282
Adjustments:	
Net transfers from (to) reserves and reserve funds	443,460
Capital asset expenditures	(6,135,572)
Amortization of tangible capital assets	4,315,920
Debt principal repayments	(1,320,090)
Total adjustments	(2,696,282)
ANNUAL SURPLUS	\$ -

16. EXPENSES BY OBJECT

The Consolidated Statement of Operations represents the expenses by function. The following classifies those same expenses by object:

	2020	2019
Salaries, wages and employee benefits	\$ 14,073,247	\$ 13,764,072
Materials and supplies	4,960,476	5,280,748
Rent and financial expenses	188,267	391,359
Contracted services	6,004,335	5,830,167
External transfers	1,946,578	1,869,221
Interest charges	646,854	698,019
Amortization	4,315,920	4,499,380
Loss (gain) on disposal of tangible capital assets	(46,579)	71,041
Writedown of tangible capital assets	2,065,253	-
TOTAL EXPENSES	\$ 34,154,351	\$ 32,404,007

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC.

The Town of Kirkland Lake Solar Inc. ("TKLSI") is a municipally owned government business enterprise. The corporation owns, administers and manages solar power generating projects for the purpose of generating, transmitting, distributing and retailing electricity. The Town of Kirkland Lake owns 50.1% of the outstanding capital stock of the corporation.

The corporations's financial statements are prepared in accordance with International Financial Reporting Standards.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC. (CONT'D)

STATEMENT OF FINANCIAL POSITION

	2020	2019
ASSETS		
Cash	\$ 632,827	\$ 1,420,701
Accounts receivable	34,817	727,351
Future payment in lieu of taxes	-	59,340
Prepaid expenses	10,242	34,270
Due from related parties	-	50
Property and equipment	7,871,715	8,303,502
TOTAL ASSETS	\$ 8,549,601	\$ 10,545,214
LIABILITIES		
Accounts payable and accrued liabilities	\$ 124,237	\$ 169,330
Due to related parties	3,512,046	4,864,839
Current portion of long-term debt	5,698,761	227,564
	9,335,044	5,261,733
Long-term debt	-	5,698,761
	9,335,044	10,960,494
CAPITAL DEFICIENCY		
CAPITAL STOCK	100	100
ACCUMULATED DEFICIT	(785,543)	(415,380)
	(785,443)	(415,280)
TOTAL LIABILITIES AND DEFICIENCY	\$ 8,549,601	\$ 10,545,214

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC. (CONT'D)

STATEMENT OF LOSS AND ACCUMULATED DEFICIT

	2020	2019
REVENUE		
Sale of energy	\$ 696,578	\$ 448,781
EXPENSES		
Amortization	430,697	323,503
Insurance	24,032	22,567
Interest and bank charges	107,800	269,146
Interest on long-term debt	254,458	86,999
Internet	2,496	5,242
Municipal taxes	15,493	-
Office	109	1,637
Professional fees	32,294	102,914
Repairs and maintenance	120,909	18,861
Utilities	9,328	5,324
TOTAL EXPENSES	997,616	836,193
LOSS FROM OPERATING	(301,038)	(387,412)
LOSS ON DISPOSAL OF ASSETS	(9,785)	-
LOSS BEFORE FUTURE INCOME TAXES	(310,823)	(387,412)
FUTURE INCOME TAXES (RECOVERY)	59,340	(48,426)
NET LOSS	(370,163)	(338,986)
ACCUMULATED DEFICIT, beginning of year	(415,380)	(76,394)
ACCUMULATED DEFICIT, end of year	\$ (785,543)	\$ (415,380)

18. DEFERRED REVENUE

Cash and cash equivalents include restricted amounts of \$3,199,333 (2019 - \$2,474,240).

19. ASSET HELD FOR SALE

On August 11, 2020, the property known as Heritage North, located at 400 Government Road West, was declared surplus to the needs of the Town.

As Heritage North was no longer considered a tangible capital asset after August 11, 2020, it became an asset held for sale.

Subsequent to year-end, Council approved the sale of Heritage North for a sale price of \$799,000.

As the sale price of \$799,000 is less than the net book value of Heritage North related tangible capital assets on August 11, 2020, a writedown of \$2,065,253 for the year ended December 31, 2020 was recorded and is included in the Consolidated Statement of Operations.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

20. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with the current year's financial statement presentation.

21. SUBSEQUENT EVENTS

(a) SALE OF HERITAGE NORTH

Subsequent to year-end, Council approved that staff be directed to present an executing by-law for the purchase and sale of 400 Government Road West (Heritage North) for a sale price of \$799,000 plus legal costs. The closing date was July 15, 2021.

(b) COVID-19

On March 11, 2020, the World Health Organization characterized the outbreak of a strain of the novel coronavirus ("COVID-19") as a pandemic. This resulted in governments worldwide, including the Canadian, Ontario and municipal governments, enacting emergency measures to combat the spread of the virus.

The pandemic has had significant operational and financial impacts including service reductions, declines in associated user fee revenues and additional costs. While impacts have been mitigated by associated funding and other cost saving measures, the pandemic has created uncertainty over current and future year operations and the financial position of the Municipality.

The duration and impact of COVID-19 are unknown at this time. It is not possible to reliably estimate the impact that the length and severity of these developments will have on the financial results and conditions of the Municipality in future periods. The Municipality continues to closely monitor and assess the impact on its operations. It is management's assessment that the Municipality will have sufficient resources to mitigate any potential losses in 2021 as a result of COVID-19.

22. SEGMENTED INFORMATION

The Municipality is a municipal government institution that provides a range of services to its ratepayers.

The Municipality reports on functional areas and programs in its consolidated financial statements similar to reporting reflected as part of the Ontario Financial Information Return.

General Government

General government consists of the activities of Council and general financial and administrative management of the Municipality and its programs and services.

Protection Services

Protection Services includes fire, police services and other protection services.

Transportation Services

The activities of the transportation function include construction and maintenance of the Municipality's roads, bridges and sidewalks, winter control, street lighting and air transportation.

Environmental Services

This function is responsible for providing water and wastewater services to certain areas within the Municipality. It is also responsible for providing waste collection, waste disposal and recycling services.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

22. SEGMENTED INFORMATION (CONT'D)

Social and Family Services

This function provides assistance to aged persons and includes external transfers for general social assistance and child care.

Social Housing

The social housing function consists of external transfers for social housing.

Recreation and Cultural Services

Recreation and cultural services include indoor and outdoor recreational facilities and programs, parks, library services, museum services and Heritage North Conference and Exhibition Centre.

Planning and Development

This function manages planning and zoning, commercial, industrial and residential development and contributions to the Kirkland District Health Centre.

For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on a percentage of budgeted expenditures. Certain government transfers and other revenues have also been apportioned based on a percentage of budgeted expenditures.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in Note 2. This disclosure by segment is reported on Schedule 6.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF ACCUMULATED SURPLUS

YEARS ENDED DECEMBER 31

	2020	2019
RESERVES		
Capital contingency	\$ 10,820	\$ -
Centennial Committee	64,923	64,393
Community improvement program	105,687	-
Infrastructure - capital	476,792	596,636
Kirkland District Health Centre	56,691	56,691
Organization restructuring and efficiency	284,541	543,376
Other	109,155	99,155
Working capital	2,179,324	2,376,082
TOTAL RESERVES	3,287,933	3,736,333
RESERVE FUNDS SET ASIDE FOR SPECIFIC PURPOSES BY COUNCIL		
Archer Drive	203,256	201,166
Employees' accumulated sick leave	69,731	76,862
Health Unit	231,724	229,342
Kinross Park maintenance	7,745	4,651
Life cycle replacement	153,093	151,519
Parkland	99,392	98,370
Residential development	20,325	20,116
Wastewater capital projects	1,135,910	936,638
Waterworks capital projects	1,216,675	835,153
TOTAL RESERVE FUNDS	3,137,851	2,553,817
TOTAL RESERVES AND RESERVE FUNDS	6,425,784	6,290,150
SURPLUSES		
Invested in tangible capital assets	112,756,444	117,886,432
Waterworks	262,827	-
Wastewater	141,912	-
General Revenue Fund	3,872,023	10,014
UNFUNDED		
Post-employment benefits and compensated absences	(4,329,317)	(4,356,116)
Landfill closure and post-closure liability	(439,855)	(439,855)
Accrued interest on long-term debt	(72,366)	(76,974)
Long-term debt	(16,007,230)	(16,989,208)
Unfunded capital projects	(19,790)	(287,266)
TOTAL SURPLUSES	96,164,648	95,747,027
ACCUMULATED SURPLUS	\$102,590,432	\$102,037,177

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

SUMMARY OF USER CHARGES AND OTHER SOURCES OF FINANCING

YEARS ENDED DECEMBER 31

	-----2020-----		2019
	Actual	Budget	Actual
USER CHARGES			
Airport	\$ 102,515	\$ 126,500	\$ 134,293
Cemetery	116,243	110,500	128,676
Garbage disposal	357,964	300,000	342,738
General government	43,784	30,600	16,872
Heritage North	625	620	3,676
Library	3,669	6,935	5,967
Licenses and permits	91,675	97,400	153,108
Museum	13,934	8,250	29,594
Other	193,099	217,887	211,668
Recreation	160,983	227,117	329,926
Recycling	144,592	104,500	92,105
Roadways	40,199	45,000	91,262
Sanitary sewers	1,815,585	1,914,466	1,876,927
Teck Pioneer Residence	1,998,411	2,083,599	2,046,612
Water rates	2,595,372	2,668,123	2,615,807
Waterworks	39,152	41,458	66,682
	\$ 7,717,802	\$ 7,982,955	\$ 8,145,913
OTHER			
Capital recoveries	\$ 30,884	\$ 18,419	\$ 15,773
Contributions from Timiskaming Health Unit	-	-	229,175
Donations	76,535	38,825	183,658
Fines	13,717	15,500	8,872
Investment income	84,354	48,154	153,022
Penalties and interest	309,438	236,728	306,270
Rents and concessions	468,205	511,111	642,996
Sale of land	19,500	15,140	37,000
Sales - other	-	-	16,355
	\$ 1,002,633	\$ 883,877	\$ 1,593,121

SCHEDULE 3

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF DEFERRED REVENUE

YEAR ENDED DECEMBER 31, 2020

	Gas Tax	OCIF	Main Street Revitalization	Teck Pioneer Residence Donations Account	Other Deferred Revenue	-----Totals----- 2020	2019
BALANCE, Dec. 31, 2019	\$ 1,047,518	\$ 1,146,036	\$ 45,909	\$ 67,258	\$ 167,519	\$ 2,474,240	\$ 1,096,380
INCREASE IN DEFERRED REVENUE							
Interest	12,730	13,318	368	739	-	27,155	33,570
Government transfers	484,227	608,544	-	-	92,627	1,185,398	1,677,622
Donations	-	-	-	4,410	-	4,410	31,680
Other	-	-	-	-	37,413	37,413	42,805
	496,957	621,862	368	5,149	130,040	1,254,376	1,785,677
DEFERRED REVENUE EARNED							
To operations	-	-	-	12,907	82,231	95,138	190,369
To capital acquisitions	120,511	236,924	46,277	-	30,433	434,145	217,448
	120,511	236,924	46,277	12,907	112,664	529,283	407,817
BALANCE, Dec. 31, 2020	\$ 1,423,964	\$ 1,530,974	\$ -	\$ 59,500	\$ 184,895	\$ 3,199,333	\$ 2,474,240

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF LONG-TERM DEBT

YEAR ENDED DECEMBER 31, 2020

	By-Law Number	Date of Issue	Period	Amount of Issue	Rate of Interest	2020	2019
GENERAL MUNICIPAL ACTIVITIES							
Transportation Services:							
Equipment	20-018	02/18/20	10 years	\$ 287,266	2.21%	\$ 274,353	\$ -
LED Street Lights	15-067	06/29/15	7 years	774,706	2.19%	176,254	290,503
Equipment	13-111	12/10/13	10 years	480,020	3.37%	161,393	211,597
King George Court	18-112	01/22/19	2 years	301,875	0.00%	-	150,938
Environmental Services:							
Waste Carts	16-073	12/09/16	5 years	250,000	2.019%	52,045	103,032
Health Services:							
Cemetery	14-120	11/24/14	n/a	100,000	0.00%	71,808	74,727
Social and Family Services:							
Teck Pioneer Residence	04-068	02/15/08	20 years	6,990,000	4.94%	3,437,846	3,808,335
Recreation and Cultural Services:							
Aquatic Centre	18-110	08/21/18	20 years	12,674,778	3.72%	11,512,692	11,970,947
Planning and Development:							
Archer Drive (Note 11)	08-004	02/01/09	9 years	600,000	6.00%	320,839	379,129
TOTAL GENERAL MUNICIPAL ACTIVITIES						\$ 16,007,230	\$ 16,989,208

SUMMARY OF YEARLY LONG-TERM DEBT REPAYMENTS FOR GENERAL MUNICIPAL ACTIVITIES (NOTE 8)

Year	Principal	Interest	Total
2021	\$ 1,307,902	\$ 615,451	\$ 1,923,353
2022	1,174,348	564,852	1,739,200
2023	1,100,038	515,406	1,615,444
2024	1,013,160	472,472	1,485,632
2025	1,057,583	428,049	1,485,632
subsequent to 2025	10,354,199	2,342,852	12,697,051
	\$ 16,007,230	\$ 4,939,082	\$ 20,946,312

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS

YEARS ENDED DECEMBER 31

	-----General Capital-----				--Infrastructure--			-----Totals-----	
	Land and Improvements	Buildings and Leasehold Improvements	Vehicles	Machinery and Equipment	Roads, Streets and Bridges	Water and Sewer	Work in Progress	2020	2019
COST									
BALANCE, Dec. 31, 2019	\$ 13,809,277	\$ 103,451,741	\$ 2,386,876	\$ 9,292,856	\$ 35,048,007	\$ 30,127,428	\$ 593,185	\$ 194,709,370	\$ 193,561,002
Additions	-	60,150	110,320	911,827	204,359	-	777,583	2,064,239	1,561,515
Disposals and writedowns	(948,161)	(2,786,875)	(84,031)	(443,826)	-	-	-	(4,262,893)	(413,147)
Transfer from work in progress	-	-	-	11,461	12,891	-	(24,352)	-	-
BALANCE, Dec. 31, 2020	12,861,116	100,725,016	2,413,165	9,772,318	35,265,257	30,127,428	1,346,416	192,510,716	194,709,370
ACCUMULATED AMORTIZATION									
BALANCE, Dec. 31, 2019	4,175,913	32,992,244	1,519,230	6,627,286	16,143,900	15,364,365	-	76,822,938	72,574,276
Amortization	233,041	2,310,980	132,249	398,638	662,963	578,049	-	4,315,920	4,499,380
Disposals and writedowns	(402,202)	(626,005)	(74,643)	(281,736)	-	-	-	(1,384,586)	(250,718)
BALANCE, Dec. 31, 2020	4,006,752	34,677,219	1,576,836	6,744,188	16,806,863	15,942,414	-	79,754,272	76,822,938
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	\$ 8,854,364	\$ 66,047,797	\$ 836,329	\$ 3,028,130	\$ 18,458,394	\$ 14,185,014	\$ 1,346,416	\$ 112,756,444	\$ 117,886,432

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF SEGMENTED DISCLOSURE

YEAR ENDED DECEMBER 31, 2020

	Social and Family Services	Protection Services	Transportation Services	Environmental Services	Recreation and Cultural Services	Other	Capital	Consolidated
REVENUES								
Taxation	\$ 2,893,762	\$ 1,940,224	\$ 1,887,305	\$ 2,844,329	\$ 1,638,433	\$ 1,972,879	\$ -	\$ 13,176,932
Sales of services and user fees	2,021,411	212,863	151,258	4,952,666	335,013	526,513	30,884	8,230,608
Government transfers	6,228,553	1,084,668	980,816	1,466,358	961,090	1,125,584	923,528	12,770,597
Other	36,224	34,012	1,574	55,231	50,100	352,328	-	529,469
TOTAL REVENUES	11,179,950	3,271,767	3,020,953	9,318,584	2,984,636	3,977,304	954,412	34,707,606
EXPENSES								
Salaries and benefits	5,333,504	1,904,477	1,708,130	992,959	1,644,417	2,489,760	-	14,073,247
Materials	605,917	155,248	983,164	1,347,951	889,978	978,218	-	4,960,476
Contracted services	752,493	2,720,726	83,407	2,159,406	60,562	227,741	-	6,004,335
External transfers	380,850	-	-	-	-	1,565,728	-	1,946,578
Amortization	301,414	127,615	864,839	2,147,901	747,908	126,243	-	4,315,920
Other	181,412	445	144,545	(17,432)	2,525,948	18,877	-	2,853,795
TOTAL EXPENSES	7,555,590	4,908,511	3,784,085	6,630,785	5,868,813	5,406,567	-	34,154,351
ANNUAL SURPLUS (DEFICIT)	\$ 3,624,360	\$ (1,636,744)	\$ (763,132)	\$ 2,687,799	\$ (2,884,177)	\$ (1,429,263)	\$ 954,412	\$ 553,255

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF SEGMENTED DISCLOSURE (CONT'D)

YEAR ENDED DECEMBER 31, 2019

	Social and Family Services	Protection Services	Transportation Services	Environmental Services	Recreation and Cultural Services	Other	Capital	Consolidated
REVENUES								
Taxation	\$ 2,725,614	\$ 1,758,608	\$ 1,578,046	\$ 1,874,284	\$ 1,432,178	\$ 1,929,951	\$ -	\$ 11,298,681
Sales of services and user fees	2,064,612	238,188	245,064	4,994,260	762,560	509,452	15,773	8,829,909
Government transfers	5,582,417	1,162,952	969,636	1,151,660	988,217	1,275,909	472,724	11,603,515
Other	13,202	101,733	1,519	46,683	43,012	771,622	38,696	1,016,467
TOTAL REVENUES	10,385,845	3,261,481	2,794,265	8,066,887	3,225,967	4,486,934	527,193	32,748,572
EXPENSES								
Salaries and benefits	4,855,860	2,327,214	1,897,546	1,039,312	1,838,676	1,805,464	-	13,764,072
Materials	472,589	172,234	1,159,403	1,314,806	1,063,631	1,098,085	-	5,280,748
Contracted services	701,373	2,603,046	141,626	2,078,130	64,159	241,833	-	5,830,167
External transfers	371,299	-	-	-	10,000	1,487,922	-	1,869,221
Amortization	299,289	121,795	881,029	2,228,576	816,451	152,240	-	4,499,380
Other	197,697	10,771	305,484	81,288	491,306	73,873	-	1,160,419
TOTAL EXPENSES	6,898,107	5,235,060	4,385,088	6,742,112	4,284,223	4,859,417	-	32,404,007
ANNUAL SURPLUS (DEFICIT)	\$ 3,487,738	\$ (1,973,579)	\$ (1,590,823)	\$ 1,324,775	\$ (1,058,256)	\$ (372,483)	\$ 527,193	\$ 344,565

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

SCHEDULE OF LIBRARY OPERATIONS AND SURPLUS

YEARS ENDED DECEMBER 31

	-----2020-----		2019
	Actual	Budget	Actual
REVENUES			
GRANTS			
Ministry of Heritage, Sport, Tourism and Culture Industries	\$ 27,922	\$ 27,922	\$ 27,922
Town of Kirkland Lake	319,862	319,862	293,595
SPECIAL GRANTS			
Employment Grants	9,980	2,000	8,100
New Horizons for Seniors Grant	7,448	13,953	-
OTHER REVENUES	26,634	21,089	30,236
TOTAL REVENUES	391,846	384,826	359,853
EXPENSES			
CURRENT OPERATIONS			
Ball bequest	8,687	9,154	9,782
Books, cataloguing	11,092	11,750	15,339
Building repairs and maintenance	3,224	3,300	2,529
Contracted services	18,547	15,700	17,446
Insurance	3,791	2,800	3,510
Materials and supplies	5,627	8,750	3,173
Miscellaneous	457	1,875	3,039
Photocopier lease	2,984	3,750	3,617
Professional fees	2,500	6,300	1,630
Programming supplies	7,527	14,453	7,926
Records and periodicals	3,480	5,000	3,030
Salaries and wages	267,472	285,504	265,751
Utilities	13,072	16,490	13,919
TOTAL EXPENSES	348,460	384,826	350,691
ANNUAL SURPLUS	43,386	-	9,162
DEFICIT, beginning of year	(29,619)	(29,619)	(38,781)
SURPLUS (DEFICIT), end of year	\$ 13,767	\$ (29,619)	\$ (29,619)



KIRKLAND LAKE

T H E R I G H T E N V I R O N M E N T

**MUNICIPAL CORPORATION OF THE
TOWN OF KIRKLAND LAKE
(and its affiliated Boards)**

TRUST FUNDS

BALANCE SHEET & STATEMENT OF CONTINUITY

YEARS ENDED DECEMBER 31, 2020 & 2019

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE
(and its affiliated Boards)

TRUST FUNDS

BALANCE SHEET

AS AT DECEMBER 31

	2020	2019
FINANCIAL ASSETS		
Cash	\$ 330,544	\$ 222,992
Accounts Receivable	1,050	150
Investments - Perpetual Care (Note 4)	892,827	881,910
Investments - May Ball Trust (Note 3)	332,886	332,886
Columbarium loan to Town of Kirkland Lake (Note 4)	71,808	74,727
Due from Town of Kirkland Lake	2,574	3,474
TOTAL FINANCIAL ASSETS	\$1,631,689	\$1,516,139
FUND BALANCE		
TRUST FUND BALANCE (Statement 2)	\$1,631,689	\$1,516,139

See accompanying notes.

**MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE
(and its affiliated Boards)**

TRUST FUNDS

STATEMENT OF CONTINUITY

YEAR ENDED DECEMBER 31, 2020

	Library Bequest Fund	Cemetery Perpetual Care Fund	Teck Pioneer Residence Trust	Canada Life Benefits Trust	2020
BALANCE, beginning of year	\$ 332,886	\$ 987,970	\$ 10,956	\$ 184,327	\$ 1,516,139
Add:					
Deposits	-	-	8,718	719,606	728,324
Interest/Dividends earned	9,154	11,253	-	1,820	22,227
Monument maintenance fees	-	1,750	-	-	1,750
Plots and graves sold	-	9,704	-	-	9,704
	9,154	22,707	8,718	721,426	762,005
Less:					
Drawings of residents	-	-	10,485	-	10,485
Transfers to Canada Life	-	-	-	626,816	626,816
Transfers to Library Board/Municipality	9,154	-	-	-	9,154
	9,154	-	10,485	626,816	646,455
BALANCE, end of year	\$ 332,886	\$ 1,010,677	\$ 9,189	\$ 278,937	\$ 1,631,689

See accompanying notes.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE (and its affiliated Boards)

TRUST FUNDS

NOTES TO FINANCIAL INFORMATION

YEARS ENDED DECEMBER 31, 2020 & 2019

1. NATURE OF OPERATIONS

This financial information reflects the financial activity and financial position of funds held in trust for perpetual care of the cemetery, residents of the Teck Pioneer Residence, the Public Library Board and Canada Life Benefits (formerly known as Great West Life).

2. SIGNIFICANT ACCOUNTING POLICIES

The financial information of the Trust Funds is the representation of management prepared in accordance with accounting principles considered appropriate for entities of this type. Because a precise determination of many assets and liabilities is dependent upon future events, the preparation of periodic financial information necessarily involves the use of estimates and approximations. These have been made using careful judgment and in the light of information available. The financial information has, in management's opinion, been properly prepared within reasonable limits of materiality and within the framework of the accounting policy summarized below:

(a) BASIS OF ACCOUNTING

Receipts and disbursements on the Statement of Continuity are reported on the accrual basis of accounting with the exception of Teck Pioneer Residence deposits and drawings which are reported on the cash basis of accounting.

(b) INVESTMENTS

All investments are recorded at fair market value.

3. LIBRARY BEQUEST FUND

In 1994, the Public Library Board of the Corporation of the Town of Kirkland Lake received \$332,886 from the Estate of May Alexandra Ball. The funds advanced to the Library are to be kept invested and the interest earned on these funds used as the Board shall decide from time to time will best serve the needs of the Library, with special emphasis on the purchase of new books.

On December 3, 2014, the Trust Fund was transferred, at an amount of \$332,886, into a 10 year non-cashable Guaranteed Interest Contract with an interest rate of 2.75%. Interest will be paid out annually on the anniversary date and will be used by the Library to purchase books.

The fair value of the investment as at December 31, 2020 was \$332,886 (2019 - \$332,886).

4. CEMETERY PERPETUAL CARE FUND

The Cemetery Perpetual Care Fund, administered by the Municipality, is funded by the sale of cemetery plots and graves and by the collection of monument maintenance fees. Earnings derived from these funds are used to perform perpetual care maintenance at the Municipality's cemetery. The operations and investments of the Cemetery Perpetual Care Fund are undertaken by the Municipality in accordance with the regulations of the Cemeteries Act.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE (and its affiliated Boards)

TRUST FUNDS

NOTES TO FINANCIAL INFORMATION (CONT'D)

YEARS ENDED DECEMBER 31, 2020 & 2019

4. CEMETERY PERPETUAL CARE FUND (CONT'D)

In 2014, a loan of \$100,000 was made to the Town of Kirkland Lake from the Cemetery Perpetual Care Fund in order for the Municipality to build a columbarium at the Kirkland Lake Cemetery. This loan was approved by the Cemeteries Regulation Unit of the Ministry of Consumer Services. As each niche is sold in the columbarium, \$291.90 of the fee charged is applied as a repayment of this interest free loan. The balance of the loan as at December 31, 2020 was \$71,808 (2019 - \$74,727).

5. TECK PIONEER RESIDENCE TRUST FUND

The Teck Pioneer Residence Trust Fund represents funds held in trust by the Municipality for residents of Teck Pioneer Residence in Kirkland Lake, Ontario.

6. CANADA LIFE BENEFITS TRUST FUND (FORMERLY KNOWN AS GREAT WEST LIFE)

The Canada Life Benefits Trust Fund represents funds held in trust by the Municipality for its self-insured benefit plan, covering Health, Dental and Vision benefits.

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE
(and its affiliated Boards)

SCHEDULE 1

TRUST FUNDS

STATEMENT OF CONTINUITY

YEAR ENDED DECEMBER 31, 2019

	Library Bequest Fund	Cemetery Perpetual Care Fund	Teck Pioneer Residence Trust	Canada Life Benefits Trust	2019
BALANCE, beginning of year	\$ 332,886	\$ 957,962	\$ 9,030	\$ 161,096	\$ 1,460,974
Add:					
Deposits	-	-	10,885	721,050	731,935
Interest/Dividends earned	9,154	21,383	-	4,126	34,663
Monument maintenance fees	-	2,550	-	-	2,550
Plots and graves sold	-	6,075	-	-	6,075
	9,154	30,008	10,885	725,176	775,223
Less:					
Drawings of residents	-	-	8,959	-	8,959
Transfers to Canada Life	-	-	-	701,945	701,945
Transfers to Library Board/Municipality	9,154	-	-	-	9,154
	9,154	-	8,959	701,945	720,058
BALANCE, end of year	\$ 332,886	\$ 987,970	\$ 10,956	\$ 184,327	\$ 1,516,139



REPORT TO COUNCIL

Meeting Date: 10/08/2021

Report Number: 2021-CS-017

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Membership Rates for User Groups

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CS-017 entitled “**Membership Rates for User Groups**” be received, and

THAT staff be directed to continue to offer Value Added Fitness Room Memberships to any Complex user group for individuals aged 16 or over, during their regular season.

BACKGROUND

Athletes who train out of the Joe Mavrinac Community Complex have traditionally cross trained by adding strength training to their regime. In the past, user groups have requested discounts for their athletes who wish to partake in strength training in the gym.

Historically discounts have been:

Up to 2015 – 20% discount off lowest rate (youth), prorated for the season

January 2016 – Council amended the User Fee By-law to add: Value added Fitness Room memberships to any group with 20 or more individuals, aged 16 or over, during their season. (By-law 16-015)

January 2017 – Council amended the User Fee By-law by removing the requirement to have 20 or more individuals (By-law 17-003)

OTHER ALTERNATIVES CONSIDERED

1. Council may choose to offer a percentage discount such as 25% or 50% rather than waiving the fee entirely.
2. Council may choose to have all patrons pay the user fee as passed by by-law

FINANCIAL CONSIDERATIONS

The chart below indicates the group which has taken advantage of the value added membership offer, the number of individuals and the dollar value for the past five seasons. This dollar amount represents *potential* lost revenue.

	2020/2021		2019/2020		2018/2019		2017/2018		2016/2017	
Gold Miners	Chose to use another local gym		24	5897.28	25	52850.50	23	4013.73	22	3479.31
Aquatic Club	1	250.70	1	250.70	1	250.70	3	701.07	5	1145.55

RELATIONSHIP TO STRATEGIC PRIORITIES

The Value Added Fitness Memberships are associated with the pillar of *Outstanding Service* given to user groups who spend thousands of dollars each month on facility use.

ACCESSIBILITY CONSIDERATIONS

Not applicable

ATTACHMENTS

Attachment 1 – By-law 16-015

Attachment 2 – By-law 17-003



The Corporation of the Town of Kirkland Lake

Bylaw 16-015

A bylaw to amend Bylaw 15-121
Listing the 2016 User Fees for the various
Departments of the Corporation

WHEREAS on December 15, 2015, Council of the Town of Kirkland Lake set the 2016 User Fees;

AND WHEREAS it is the desire of Council to improve health and fitness levels of the user groups who utilize our community complex, and to add value to existing user fees;

NOW THEREFORE The Council of the Corporation of the Town of Kirkland Lake hereby amends Bylaw 15-121 with the addition of:

1. Value added Fitness Room memberships to any User Group with 20 or more individuals, aged 16 to 20, during their season.

This Bylaw shall take effect on the day of its passing.

READ a first second and third time enacted and passed this 2nd day of February 2016.

Tony Antoniazzi, Mayor

Jo Ann Ducharme, Clerk



The Corporation of the Town of Kirkland Lake

Bylaw 17-003

A bylaw to amend Bylaw 16-091
Listing the 2017 User Fees for the various
Departments of the Corporation

WHEREAS on December 20, 2016, Council of the Town of Kirkland Lake set the 2016 User Fees;

AND WHEREAS it is the desire of Council to improve health and fitness levels of the user groups who utilize our community complex, and to add value to existing user fees;

NOW THEREFORE The Council of the Corporation of the Town of Kirkland Lake hereby amends Bylaw 16-091 with the addition of:

1. Value added Fitness Room memberships to any User Group, aged 16 to 20, during their season.

This Bylaw shall take effect on the day of its passing.

READ a first second and third time enacted and passed this 10th day of January 2017.

Tony Antoniazzi, Mayor

Ryan Dagelman, Deputy Clerk



REPORT TO COUNCIL

Meeting Date: 10/08/2021

Report Number: 2021-CS-018

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Update on Negotiations with Ontario Heritage Trust

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CS-018 entitled “**Update on Negotiations with Ontario Heritage Trust**” be received, and

THAT staff be directed to *(recommendation to come from Council discussion)*.

BACKGROUND

At the April 20, 2021, regular Meeting of Council the following motion was passed:

BE IT RESOLVED THAT Report Number 2021-CS-007 entitled “Service Delivery Review – Museum of Northern History” be received, and

THAT staff be directed to write a formal letter to the Ontario Heritage Trust (formerly known as the Ontario Heritage Foundation) to negotiate new terms of a lease agreement ensuring that OHT covers all future capital expenses required to maintain and preserve the Property.

CARRIED

After receipt of the letter from the Town, the Ontario Heritage Trust agreed to a zoom meeting with staff. On June 3, 2021, Interim CAO, Don Studholme, and Director of Community Services, Bonnie Sackrider, met with Beth Hannah, Chief Executive Officer, Wayne Kelly, Director Heritage Programs and Operations, and Chris Mahood, Operations Manager of the Ontario Heritage Trust.

During the meeting staff explained that The Museum of Northern History has played an important role in the community over many years, and that the Sir Harry Oakes Chateau is considered an artifact itself. However, the current lease agreement places a considerable burden on the Town, one that is unsustainable. The heavy cost of

maintaining the building, the decline in Museum revenue, and the increase in operating costs place considerable financial pressure on the Town's budget. The recently adopted Strategic Plan for the Town of Kirkland Lake dictates a strategic goal for financial sustainability, better management of capital assets and a sustainable service delivery. Maintenance of core infrastructure is Council's priority and all other operations are being re-assessed and modified or terminated.

Staff requested that the Trust consider taking over operations of the Museum of Northern History, or if that was not possible, financially support all capital and maintenance costs as in a typical landlord/tenant relationship.

The members of the Trust appeared receptive to the plight the Municipality is in and understands the reluctance to fund capital costs on a building not owned by the Municipality. The Trust is involved with 200 properties across the Province and indicated they would look at what other models are in existence and would propose something to staff in the summer of 2021. In order to assist with reducing operational costs they suggested they may be able to work with staff to find corporate sponsors for annualized funding. They also indicated that many of the museums they work with operate on a seasonal nature to save considerable amounts on operating and asked if that was an option. Staff explained that a reduction in service must come as a direction from Council.

Staff followed up with the members in attendance at the June 3rd meeting by email requesting an update and received the following reply:

"We are currently procuring the services of a Conservation Architect to undertake a Building Condition Assessment so that we can better understand the current condition of the property. That information will help inform our future conversations about a different operating model. We discussed in our previous meeting the possibility of the Trust taking on responsibility for capital maintenance of the house. That is one option for discussion. The Trust would not be in a position to take on direct operation of the house or museum."

OTHER ALTERNATIVES CONSIDERED

As the Municipality waits for the Trust to obtain the Building Condition information required to determine what operating model they would propose, Council could direct staff to implement any or all of the additional recommendations from the Service Delivery Review.

Recommendation 1: Enter negotiations with the Ontario Heritage Trust. Look to divest and move the museum artifacts to another location.

Recommendation 2: Create a long term financial sustainability plan – reduce expenses and find new revenue sources. Rationalize staffing. Move to a seasonal service. User fee study, marketing, fundraising and business development plan.

Recommendation 3: Improve Governance Effectiveness – clarify roles related to the Museum Advisory Committee and the Museum Auxiliary. Regular reporting on performance and measurable objectives.

Recommendation 4: Create a multi-year business plan with SMART objectives

Recommendation 5: Redesign organization structure to eliminate siloed functioning. Move to Seasonal Services. Integrate the Museum with recreation programming for increased collaboration. Close during the winter months and redeploy staff.

Recommendation 6: Develop Performance Management Program Aligned with Business Plan – transform the performance management program of the staff to drive success.

Recommendation 7: Modernize systems: Implement ActiveNet to improve Museum Services and customer experience – integration with Vadim, ActiveNet modules.

Recommendation 8: Modernize Systems: Upgrade Past Perfect, Consider web version – allow for mobile use, “virtual” museum.

FINANCIAL CONSIDERATIONS

Depending on which recommendations are chosen, some will require an expenditure by the Municipality and some will create a cost savings.

RELATIONSHIP TO STRATEGIC PRIORITIES

Alignment with Strategic Plan

The Mission of Kirkland Lake is *to ensure a model of public service done right, with taxpayers having the confidence in what the Town does and the value they are getting for their taxes.*

Specific Areas of Focus that a divestiture would achieve are:

- .1. Achieving Sustainable Operational Excellence
 - ***Aim for Financial Sustainability***
 - ***Better Management of Capital Assets***
 - ***Find & Implement Efficiencies***
2. Building the Team
 - ***Improving Staff Accountability to Council & Residents***
 - ***Council Initiatives for Success***
 - ***Improving Staff Accountability to Each Other***
 - ***Eliminate the Gaps***
3. Outstanding Service

- ***Implement Sustainable Service Delivery – (ITEM OS-10) Service Delivery Review of Museum***

ACCESSIBILITY CONSIDERATIONS

Not applicable

CONSULTATIONS

Kaitlyn McKay, Museum Supervisor

ATTACHMENTS

Attachment 1 – 2021-CS-007

Attachment 2 – Service Delivery Review - WSCS

REPORT TO COUNCIL

Meeting Date: 20/04/2021

Report Number: 2021-CS-007

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Service Delivery Review – Museum of Northern History

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CS-007 entitled “**Service Delivery Review – Museum of Northern History**” be received, and

THAT staff be directed to write a formal letter to the Ontario Heritage Trust (formerly known as the Ontario Heritage Foundation) expressing its intent to divest itself of possession of the whole Property, asking for their written approval, pursuant to paragraph 13 of the Lease.

13. The Town agrees to submit to the Foundation, for its written approval, any document by which the Town intends to divest itself of possession of the whole or any part of the Property, prior to its execution

BACKGROUND

1. On March 24, 2020, at the Regular Meeting of Council, Council authorized staff to enter into the an agreement with the Ministry of Municipal Affairs and Housing for a total of \$117,024.00 to complete the Service Delivery Review Project;
2. On May 19th, 2020, at the Regular Meeting of Council, Council awarded the Service Delivery Review to WSCS Consulting Inc.;
3. At the June 2, 2020 Regular Meeting of Council, Council approved the Strategic Plan, which included completing a Service Delivery Review for the Museum of Northern History in the focus area entitled *Implement Sustainable Service Delivery*, under the pillar of **Outstanding Service**;

4. On December 1, 2020, at the Regular Meeting of Council, WSCS Consulting Inc., presented a preliminary report outlining their initial findings for the Service Delivery Reviews for the following areas:
 - Winter Control/Fleet
 - Facilities
 - Museum of Northern History
 - Information Technology Strategy

Council directed staff to include the recommendations from WSCS into the 2021 Strategic Plan and to prepare an implementation plan to carry out the recommendations.

5. At the March 9th, Closed Meeting of Council, staff presented the final Service Delivery Review for the Museum of Northern History, including recommendations from WSCS Consulting. Council directed staff to negotiate with the Ontario Heritage Foundation to divest the Corporation of the Chateau.
6. At the April 6, Closed Meeting of Council, staff presented the recommended procedure to divest from the Sir Harry Oakes Building, which includes forwarding a resolution from Council to the Ontario Heritage Trust. Council directed staff to bring a report and resolution to the open meeting of Council on April 20, 2021, subsequent to meeting with the Museum of Northern history Staff, the Museum Advisory Committee and the Museum Auxiliary.

RATIONALE

WSCS was hired to provide an “objective approach to recommend organizational changes which encompass a change management strategy as per the Strategic/Operational Review.” Their thorough final report concludes as follows:

“In conclusion, the Museum of Northern History is revered by some key stakeholders and staff. The history and culture of any community is important, and KL is no different – every effort should be made to preserve and celebrate the history and culture of Kirkland Lake. However, with the many challenges that KL faces, including deteriorating Town infrastructure and facilities, coupled with the unsustainable Chateau agreement with OHT, it does not appear that the Museum can continue

to exist in its current form. Council, management, staff, volunteers and the community need to work together to implement the recommendations contained in this report to ensure long term sustainability for this very important community service.”

OTHER ALTERNATIVES CONSIDERED

Staff could approach OHT without the Council Resolution, however, legal counsel advised that including a resolution from Council would clearly indicate the intent of the Municipality.

FINANCIAL CONSIDERATIONS

- The Municipality has contributed over \$1,000,000 in taxes for the operations of the Museum since 2015 and the deficit continues to grow.
- The 2007 Condition Survey Report of the Chateau identified \$986,250 of needed repairs in 2007 dollars. This translates into 1.4 million dollars in 2020 dollars.
- \$224,000 has been spent on capital improvements since 2007

RELATIONSHIP TO STRATEGIC PRIORITIES

Alignment with Strategic Plan

The Mission of Kirkland Lake is *to ensure a model of public service done right, with taxpayers having the confidence in what the Town does and the value they are getting for their taxes.*

Specific Areas of Focus that a divesture would achieve are:

1. Achieving Sustainable Operational Excellence
 - ***Aim for Financial Sustainability***
 - ***Better Management of Capital Assets***
 - ***Find & Implement Efficiencies***
2. Building the Team
 - ***Improving Staff Accountability to Council & Residents***
 - ***Council Initiatives for Success***
 - ***Improving Staff Accountability to Each Other***
 - ***Eliminate the Gaps***

3. Outstanding Service

- ***Implement Sustainable Service Delivery – Service Delivery Review of Museum***

ACCESSIBILITY CONSIDERATIONS

Not applicable

CONSULTATIONS

Tammy Carruthers, WSCS Principal

Julie Richard – Richard and Chamaillard Law

Don Studholme - Interim CAO

Kaitlyn McKay – Museum Supervisor

Kelly Gallagher – Museum Curator

Museum Advisory Committee

Museum Auxiliary

ATTACHMENTS

None Applicable

Town of Kirkland Lake Service Delivery Review of the Museum of Northern History

Final Report - December 2, 2020



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Kirkland Lake Museum Service Delivery Review

PART OF HISTORY – TIME TO REBOOT

EXECUTIVE SUMMARY

The Museum of Northern History has played an important role in the community over many years, most recently in leading the celebration of the 100th Anniversary of the Town of Kirkland Lake (“the Town” or “KL”). The home of the Museum, the Sir Harry Oakes Château, a heritage building, is to some, considered an artifact itself. Unfortunately, the Chateau is not owned by the Town. Moreover, the lease agreement with the Ontario Heritage Trust Foundation places a considerable financial burden on the Town, one that is unsustainable. The situation is unfortunate as the staff and partners of the Museum work hard to enhance the life of the community through preservation of its history, art, and activities.

There is value to preserving and displaying the community’s artifacts that have been tirelessly gathered and catalogued. The community clearly values the importance of culture and wants a place to gather, hold art and community events. We suggest that to ensure longer term sustainability of the Museum, a building other than the Chateau be considered for this purpose. We also believe that a

relocation could lead to a reboot of the Museum, together with the implementation of key recommendations to improve this important community service. In particular, the Town could look at its other partners, the Toburn Mine site, the library and/or the Mavrinac Community Complex to create culture hubs and display the history of Kirkland Lake. Some changes related to the relocation of hockey memorabilia are already in motion with the plan to sell Heritage North. The time may be opportune for the Town to divest of its responsibilities for the Chateau and to look for new ways to house and display its history and art, bringing the community together in a more sustainable manner.

There is no doubt that any decision regarding the Museum will be difficult. The Town will need to engage its employees, volunteers, and stakeholders, in a conversation that leads to a sustainable solution, both for the Museum and the Town, which is facing substantial pressures to maintain core infrastructure. A failure to act will only lead to the eventual loss of services and programs which are essential for the health and wellbeing of the Town’s residents.

PROJECT OBJECTIVE

The goal of this Project is to undertake a Service Delivery Review (SDR) of the Museum of Northern History. The Museum, recently placed under the direction of the Department of Community Services (formerly under Economic Development and Tourism), provides discretionary services to the residents of Kirkland Lake.

The Museum is placing considerable financial pressure on the Town's budget due to a) the heavy cost of maintaining the heritage building within which it is located; b) the decline in Museum revenue, and c) the increase in operating costs over the past four years. The Service Delivery Review is consistent with the Town's strategic goal for financial sustainability, better management of capital assets, find efficiencies and implement sustainable service delivery.

The Review will serve as a framework to guide staff and Council in assessing operational effectiveness, financial sustainability, and achievement of key

enumerated objectives, including substantial contribution to the economic, social, cultural, and educational life of Kirkland Lake.

The Report identifies options and recommendations regarding the future of the Museum. The key focus is to determine if the Town has opportunities to:

- a. improve service and outcomes
- b. meet new or increased demand from customers for services
- c. improve service delivery mechanisms and processes
- d. maintain existing service levels in the face of competing priorities or decreasing revenues
- e. reduce costs; and/or improve revenues.

The approach that Kirkland Lake chose is outlined in the Guide to Service Delivery Reviews released by the Ontario Municipal Affairs and Housing Ministry. The guide suggests 10 Crucial Questions that should be addressed in SDRs as shown in Figure 3.

PROJECT SCOPE

1. **Project Initiation:** Kick-off meeting with Kirkland Lake's SDR Museum team leads to clarify expectations, refine lines of inquiry, and develop a work plan.
2. **Council Consultations:** Interviews with the Mayor and three councillors, all of whom were provided the opportunity to meet with the consultants.
3. **Senior Management Consultations:** Interviews with the CAO and senior management with past and present responsibility for the Museum.
4. **Staff Consultations:** Interviews with Museum staff and part-time students.
5. **Museum Advisory Board and Museum Auxiliary:** Interviews with members of the Advisory Committee and Auxiliary.
6. **External Stakeholder Consultations:** Interviews with the Ontario Heritage Trust, the Chamber of Commerce, and the Contemporary Arts Committee.
7. **Onsite Facility Tour:** Two WSCS Consultants were onsite and toured the Museum on October 8, 2020, met with Museum staff and Auxiliary members. Several photographs were taken to be shared with the remainder of the WSCS team.
8. **Environmental Scan:** Reviewed of relevant documentation; financial and operational performance analysis; assessment of organizational structure and roles; benchmarking of Museum services against comparators.
9. **External Survey:** A survey was designed to gain insights into the community's view of the Museum and its services. It was administered from October 26, 2020 to November 10, 2020 using SurveyMonkey. The survey was promoted by the Museum, was posted on the Town's website, Facebook and promoted by Museum staff. 569 responses were received and analyzed, summarized in this report.
10. **Review of Current Service Delivery Model and Analysis:** Museum services and processes were reviewed and analyzed.
11. **Opportunity Identification:** Identify potential opportunities to achieve sustainability, operational efficiency, and effectiveness.
12. **Final Report & Presentation:** Develop and present an interim report to the Steering Committee with key findings. Final report was presented to Council with recommendations in December 2020.

METHODOLOGY

Our methodology shown in Figure 1 included:

1. Project Initiation
2. Document Review.
3. Financial and Operational Performance Analysis and Data Collection.
4. Museum Facility Tour.
5. Analysis of Plans.
6. Consultations including interviews, surveys and observations.
7. Benchmarking and data analysis.
8. Evaluation of the Current Services.
9. Gap Analysis between Current Services and best practice.
10. Development of Interim and Final Reports.

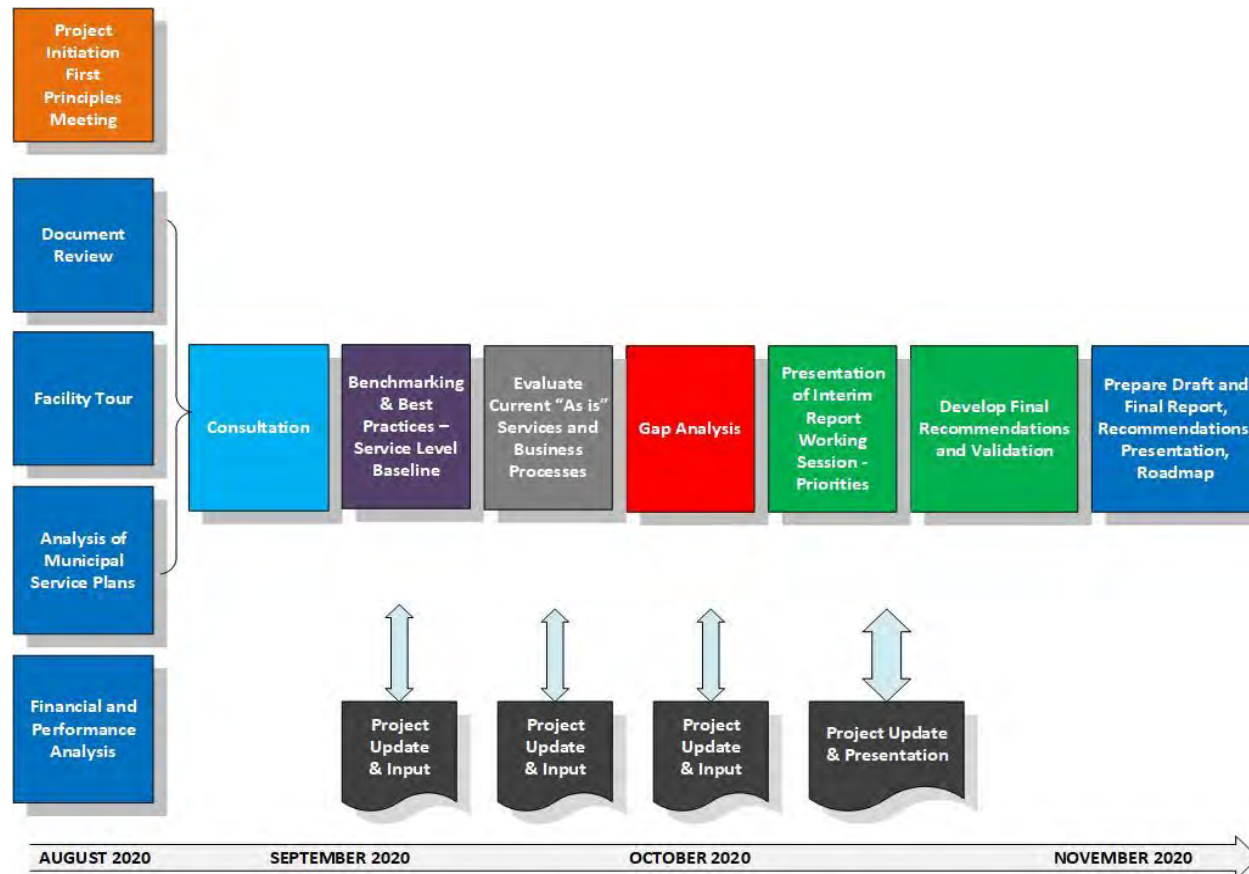


FIGURE 1

KEY FINDINGS

MUSEUM OF NORTHERN HISTORY IS NOT FINANCIALLY SUSTAINABLE

- High capital costs, increasing operating expenses, and diminishing revenues make the Museum financial unsustainable in its current form.
- \$150 Net Cost per Visitor
- Revenues are generating \$5/household per year.
- No User Fee Study completed recently.
- Costs are over \$62/household/year (Net cost to residents = \$57/household/per year).

MUSEUM GOVERNANCE IS INEFFECTIVE

- Roles & Responsibilities are unclear between the Museum Advisory Committee (MAC) and the Museum Auxiliary (MA).
- Inadequate oversight, few measurable objectives, and little reporting to Council on a regular basis regarding Museum performance.

NO BUSINESS PLAN - WORK IS UNFOCUSED

- The Strategic Plan is not supported with a business plan to implement its strategy.
- Programming and Services are Unfocused
- Fees and Donations are Under Performing
- No specific targets are included to drive success.



THE ONTARIO HERITAGE FOUNDATION CHATEAU AGREEMENT IS A LIABILITY

- The Chateau is costly to maintain and requires significant capital investment.
- \$1.4 million (2020 \$) of capital expenses were identified in 2007
- 2007-20, the Town has spent \$224,000 on improvements.
- Roof replacement and elevator modernization is currently needed at a cost of \$616,000.
- Grants and other sources of funds have not materialized. The building needs a lot of work.

SYSTEMS & PROCESSES ARE OUTDATED

- Most business transactions are manual/paper based – admissions, member tracking, research requests. Retail transactions in the Museum shop are primarily cash based.
- There is no online booking or payment transaction capability.
- Museum server is 8 years old and past its life cycle.

ORGANIZATION STRUCTURE PROMOTES SILOED FUNCTIONING

- Isolation based upon location.
- Lack of access to Town resources, marketing and systems.
- New Management - positive change but will take time.
- Performance management system inadequate - no clear goals or appraisals.

FIGURE 2

Figure 3: The 10 CRUCIAL QUESTIONS for Service Delivery Reviews were explored as part of the analysis of Museum. These questions provided for both internal and external view of the services and how

they currently perform in relation to the expectations from the Town's internal and external stakeholders.



FIGURE 3

1. **Do we REALLY need to be in this business?** This question arises through the evaluation of mandatory and discretionary services.

FINDING: The answer to this question is “NO”.

The Museum is a discretionary service and it is solely the decision of the Town if it is to carry on this service. As outlined in this report, considering the financial impact of the Museum and its services, we are of the opinion that, as a discretionary service, Council needs to decide its value to the community. Does it and the community want to continue funding a service that is used by few and many from outside the Town.

As explored in the Facilities Service Delivery Review, it is noted that many local governments “make the community” through public spaces.¹ Buildings, facilities and outdoor spaces are important part of any Town or City. Therefore, there may be value in looking a more holistic approach to providing arts and culture to the community without the financial burden of the current Museum building and agreement with the OHT

2. **What do citizens expect of the service and what outcomes does council want for the service?**

FINDING: Some citizens do not believe that Museums add value and therefore, would never visit nor recommend it to friends and family. That is true of any service that is discretionary, including recreation, culture and libraries. Therefore, any consultations will result in some responses to that effect. Those that value culture and art are more likely to visit Museums. Generally, the expectation is that Museums will provide interesting information regarding history, activities to interest various ages and demographics. In order to attract people, marketing plays a key role. New exhibits and changes are of paramount importance. In all of these areas, the Museum has had challenges. Marketing, exhibits and activities take money and unfortunately, the taxpayers are already paying over \$200k per year to support the Museum.

To gain insights, we undertook an online survey, which yielded 569 responses, 347 of which reside in KL (65% of the results and 4% of the KL population). Over 93% agreed that the overall experience with the Museum was positive.

¹ Project for Public Spaces, <https://www.pps.org/product/navigating-main-streets-as-places-a-people-first-transportation-toolkit>

However, 5% indicated they would not recommend the Museum to others, primarily due to the types of exhibits and lack of turnover. Some taxpayers indicated that there is little value and it is not covered by user fees Figure 23. Of the residents of KL that responded, 25% felt that the value for money was average or below average.

3. How does current performance compare to expected performance?

FINDING: In general, the Museum is underperforming in terms of attendance and cost/revenues per visitor. Like Question 2, we utilized the performance data that the Town currently collects in terms of visitation, attendance, cost per visitor, revenue per visitor, sales and donations. The Museum is underperforming in all of these aspects. However, it is important to note that no specific expectations have been outlined in the strategic plan or performance agreements.

4. Do the activities logically lead to the expected outcomes?

FINDING: As discussed in this report, the activities and exhibits appear to be unfocused and there are no clear objectives or expected outcomes.

5. How is demand for the service being managed?

This question points to the understanding of the demand for types of exhibits, activities and rentals.

FINDING: It is unclear of the demand for types of services or exhibits. The Museum has not done recent consultations on the types of things that people would want to see or areas that could increase attendance. Marketing is minimal and there are no revenue targets in place. The attendance is less than 4 per open day so that would indicate that there is limited demand for the Museum services.

6. What are the full costs and benefits of the service?

Full cost entails the assessment to deliver the service including utilizing assets. The ability to assess these costs is directly related to the way the municipality collects and assigns costs to the service. Benefits, points to the determination of “who is better off” as a result of the services provided.

FINDING: As discussed in this report, costs are well beyond that which is sustainable. Cost per exhibit and associated revenues should be

tracked. The capital costs are known but are not planned for through allocations to reserves.

7. How can benefits and outputs of the service be increased?

By looking at how services are delivered, we can assess opportunities for increased benefits, perhaps through improved service delivery mechanisms to reach more people or added results. Outputs can generally be increased with improved processes or alternative mechanisms to produce more results.

FINDING: A clear business plan is needed that will allow for performance measures including the benefit of the Museum. More focused exhibits, marketing is needed to increase the foot traffic in the Museum. Of course, 2020 and 2021 are going present additional challenges due to COVID.

8. How can the number and cost of inputs be decreased?

Inputs include staff time, materials and supplies, as well as utilization of assets to deliver services. Becoming more efficient means decreasing inputs but producing the same or more results. That is, lower costs per unit produced. Typically, this is achievable through elimination of non-value-added activities (duplication, errors, inventory,

waiting, extra/over-processing) in processes (LEAN), better management of assets and life cycle costs. Technology is one way in which the cost of inputs can be reduced. Improved maintenance practices for assets will also reduce costs, including loss due to downtime.

FINDING: Many costs can be reduced including staff hours, moving to seasonal services and sharing resources. Look to Volunteers and other partners to provide Museum services. The key however, is the renegotiation of the agreement with the OHT. This agreement and the financial burden of the Chateau is not sustainable.

9. What are the alternative ways of delivering the service?

Alternative service delivery is the process of looking to other ways to provide services including outsourcing, and or private/public partnerships.

FINDING: The Museum and its artifacts can be moved to another location – the recommendation is that the Town look to the Toburn Mine Site as an alternative to the Chateau. Divestment from the Chateau needs to be priority. Other services, such as research requests can be moved to the Library.

10. How can a service change be best managed, implemented and communicated?

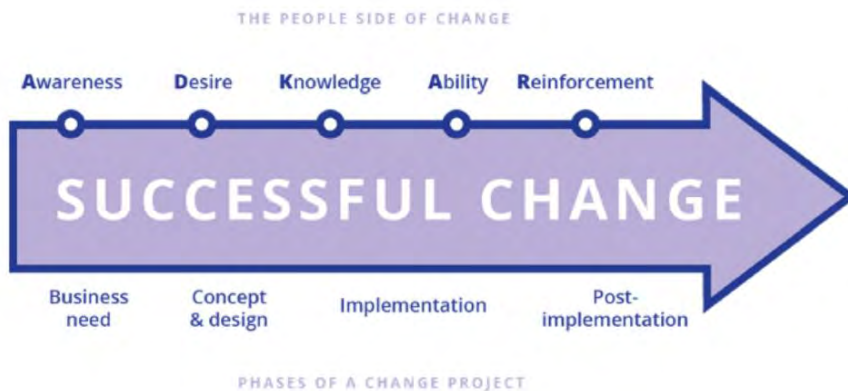
Managing the “PEOPLE SIDE OF CHANGE” is critical to business transformation. Without an effective change management strategy, the Township will not be able to successfully implement the recommendations contained in this report.

FINDING: There is no doubt that moving and/or closing the Museum will be traumatic for many. The Chateau has been a part of the Town for some time, there are staff implications as well as stakeholders. A clear change management strategy is needed. We suggest utilizing the PROSCI ADKAR² model as it provides a good framework that focuses on the individual as well as the organization. First, the Town must build “Awareness” of need for change. Our

assessment is that the staff are keenly aware that the Museum is not sustainable in its current form but believe it can be solved. This will make the transition challenging. There will be little to no “Desire” to support the change from the staff, Museum Auxiliary and members of MAC. The Town will have to develop a communication and two-way dialogue with good alternatives that they can support. Council, in general, indicated that it supports a change, or knows it has to do something in order to be sustainable.

The Town will have to support the staff and provide the “Knowledge” of HOW to change and what will happen next. This will require support, training and tools. The “Ability” to change is the transforming the “how” to be able to change.

Management will need to be “coaches” throughout the change process and continue to “Reinforce” the change so that those involved continue to support the change. We have provided some guidance to assist with this change management strategy.



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² <https://www.prosci.com/adkar/adkar-model>

OPPORTUNITIES AND RECOMMENDATIONS

There are 7 recommendations/opportunities for consideration that arise from the Service Delivery Review of the Museum:

Recommendation 1: Enter negotiations with the Ontario Heritage Foundation. Look to Divest and Move the Museum artifacts to another location.

Although the goal is to divest of the Chateau, interim negotiations may be necessary to reduce the financial burden on the Town. WSCS is of the opinion that the current arrangement with OHT is not sustainable in its current form. While it may be possible to renegotiate the lease agreement, the Town does not own the property and has a very large capital commitment is considerable. The only way in which the Town should continue to occupy the Chateau is if the OHT agreed to cover the majority of capital expenditures. This is not a likely scenario and therefore, divestment appears to be the only option.

Following divestiture, the Town would need to move the artifacts. The recommended option is the Toburn Mine site under the Town's Authority. Should this

option not be available, the Library and the Community Complex might be the fallback position.

Recommendation 2: Create a Long-Term Financial Sustainability Plan

Divestiture and/or a move will take some time. In the interim, the Town should develop a plan to reduce capital expenses and find new revenue sources. The total operating expenses including staffing, should be rationalized, including moving to a seasonal service. Increased revenues with targets through a user fee study, marketing, fundraising, and business development plan is recommended.

Recommendation 3: Improve Governance Effectiveness

Regardless of the option chosen for the site of the Museum, the community will want to continue to promote culture and art. There is a requirement to clarify roles /responsibilities related to the Museum Advisory Committee and the Museum Auxiliary

including the degree to which each determine the programming of the Museum.

There is a need to strengthen governance among council, town administration, and museum management, including regular reporting on performance and measurable objectives.

Recommendation 4: Create a Multi-Year Business Plan with SMART Objectives

The Museum Strategic Plan is not supported with a business plan to implement its strategy. Programming and services are unfocused and fees/donations are under performing.

There is a need to develop a business plan to support the Strategic Plan to drive success. This business plan should have specific actions and measurable objectives to drive operational performance, achieve strategic objectives, targets and transformational change.

As part of this process, the Museum with MAC should review programming and services and focus on the key areas intended for the museum. The Museum currently has art shows, runs community events throughout the year, hosts organizations, carries out

research, etc. There should be targets set to increase Business Partnership Development.

Recommendation 4: Redesign Organization Structure to Eliminate Siloed Functioning. Move to Seasonal Services.

Integration of the Museum with Recreation Programming would create opportunities for collaboration and rationalization of staff. Integration would also improve access to Town administration skills, knowledge and tools such as marketing, social media and systems. Until the Chateau is divested, the Town should consider a seasonal model whereby the Museum is closed during winter months. This would allow a move of Museum staff to Recreation and accelerate the organization integration process.

Recommendation 5: Develop Performance Management Program Aligned with Business Plan

The Town should transform the performance management program of Museum staff to drive success. The individual performance agreements should contain measurable objectives linked to the Museum's and the Town's strategic plan and supporting business plan. Regular follow-up and reporting should be made to management and rolled up for MAC and Council.

Recommendation 6: : Modernize Systems: Implement ActiveNet to improve Museum Services and Customer Experience.

Most processes at the Museum are paper based and time consuming. ActiveNet Recreation management system provides for membership management, programming, facility/online bookings, payments, point of sale and customer relationship management. ActiveNet is currently utilized by the Recreation department and therefore, minimal financial investment is required. As recommended in the IT Strategy, integration with Vadim and implementation of additional modules in ActiveNet should precede the roll out to the Museum.

would allow for mobile use throughout the organization, storage and public access. This would make the ‘virtual’ museum easier to manage and give staff better access, which will be extremely important should the Town decide to move the Museum.

Recommendation 7: Modernize Systems: Upgrade Past Perfect, Consider Web Version

Past Perfect Software is currently utilized by the Museum to catalogue its artifacts. Its current version is outdated, underutilized, and the Town has only one license. In order to enhance the experience for the staff, community and beyond, the Town should consider the web version with additional users which

BACKGROUND

The Museum of Northern History at the Sir Harry Oakes Chateau (the Museum) is organized under bylaw 95-044 of the Corporation of the Town of Kirkland Lake. Museum services are discretionary.

The Museum of Northern History opened to the Public on July 4, 1983 at the Sir Harry Oakes Château. It is a Heritage building and significant artifact with its connection to local gold mining.

The Chateau consists of 12,000 square feet of basement, first and second floors, and attic on 1.7 acres. It houses about 5,000 northern Ontario artifacts and an archive, regional in scope, with some 20,000 records. Temporary exhibitions include those by local, regional and international artists and services the art and heritage of the community. It provides event rental space for the community, businesses and non-profit groups. It provides a research service to respond to requests from citizens of Kirkland Lake interested in their genealogical history.³

³ Key source for this Background Information: Departmental Briefing Manual Departments - Economic Development and Tourism 12/1/2014 Corporation of the Town of Kirkland Lake pg. 46, updated 2016



A BRIEF CORPORATE HISTORY

The Museum of Northern History was created on January 1, 1966 as a partnership between the Township of Teck (bylaw 2043) and the Kirkland Lake and District Chamber of Commerce. Initially, the township's contribution to the Museum project was a building. The township offered the Assay office on the then recently acquired Wright-Hargreaves property (the current location of the O.P.P. building) to house the Museum.

When the Château Nursing Home closed in the mid 1970's, the Kirkland Lake Economic Development Commission and its Officer, saw an opportunity to move the museum. At that time, the idea of turning the Château into a museum to encourage tourism to Kirkland Lake was proposed to the Town.

The Town purchased the property and went about securing a designation for the Château under the *Ontario Heritage Act*. In 1980 the Château was designated under the *Ontario Heritage Act* as a building of architectural and historical significance. The Town then sold the Chateau to the Ontario Heritage Foundation and leased it in 1981 for 60 years under terms that require the Town to maintain and preserve the Chateau.

THE MUSEUM'S VISION & MISSION

The Museum's Strategic Plan 2019-23 contains the following Vision and Mission statements and objectives:

Vision - *The Museum of Northern History will contribute to a stronger and actively engaged community by inspiring a passion for our shared history, celebrating our diversity, and pride in our heritage.*

Mission – *The Museum's Mission is to celebrate the spirit of Kirkland Lake through collection, research, conservation, education, and exhibition.*

OBJECTIVES:

- Ensure the integrity of the Sir Harry Oakes Chateau (Designated heritage site) as an artifact and building
- Provide education, cultural programs and facilities.
- Celebrate and reflect the community recognizing its personality and ethnic diversity.
- Foster pride in the community by educating the community about itself.
- Contribute to the economic, social, cultural, and educational life of Kirkland Lake.

THE 2019-23 STRATEGIC PLAN – KEY OBJECTIVES

Museum Strategic Plan



- Develop more technology-based interactive components for displays
- Promote the Museum as a 'Cultural Hub' of the community
- Survey the community
- Increase communication with OHT regarding building maintenance
- Partner with other community organizations to increase events, programming, and granting opportunities or fundraising

We noted that there were no specific targets or measurables contained in this plan.

Vision for the FUTURE



FIGURE 4

MUSEUM STRATEGIC PLAN IN THE CONTEXT OF THE TOWN'S STRATEGY

The Museum and its services and programs must be placed within the organizational context of the Kirkland Lake Strategic Plan 2020-24⁴ and the Township's overall financial and infrastructure health.

The Mission of Kirkland Lake is *to ensure a model of public service done right, with taxpayers having the confidence in what the Town does and the value they are getting for their taxes.*

The Town's Strategic Priorities include:

1. Achieving Sustainable Operational Excellence

- ***Aim for Financial Sustainability***
- Policy Development & Implementation
- ***Better Management of Capital Assets***
- Improved Communications
- ***Find & Implement Efficiencies***

2. Building the Team

- ***Improving Staff Accountability to Council & Residents***
- ***Council Initiatives for Success***
- ***Improving Staff Accountability to Each Other***

- ***Eliminate the Gaps***

3. Outstanding Service

- ***Implement Sustainable Service Delivery – (ITEM OS-10) Service Delivery Review of Museum***
- Develop Better Communications & Enhanced Openness and Transparency
- Improving Health and Safety for Staff & the Public

4. Promoting Economic Growth

- Invest in KL
- Reduce Competition with Private Sector

⁴

[http://kirklandlake.hosted.civiclive.com/UserFiles/Servers/Server_15565915/File/News/Council%20Strategic%20Plan%20\(June%204\).pdf](http://kirklandlake.hosted.civiclive.com/UserFiles/Servers/Server_15565915/File/News/Council%20Strategic%20Plan%20(June%204).pdf)

ORGANIZATION, GOVERNANCE, RELATIONSHIPS

The Museum staff currently report to the Director of Community Services following the recent organizational review (**FIGURE 5**). This has transformed the focus of the Museum as a service for the Town's residents, rather than an economic driver and tourism enabler (the focus when under the direction of the Director, Economic Development and Tourism). Staffing currently consists of two full time persons, namely a Manager and a Curator, and one part time Guest Services Representative. This complement is supplemented by summer student staffing that is partially subsidized with monies from summer job creation programs (e.g., Young Canada Works in Heritage Organizations). The student roles include research assistant and tour guide.

The Museum currently has approximately 20 registered active volunteers.

Staffing roles at the Museum are documented in job descriptions. These job descriptions need updating based on changes in reporting and the pending sale of Heritage North.

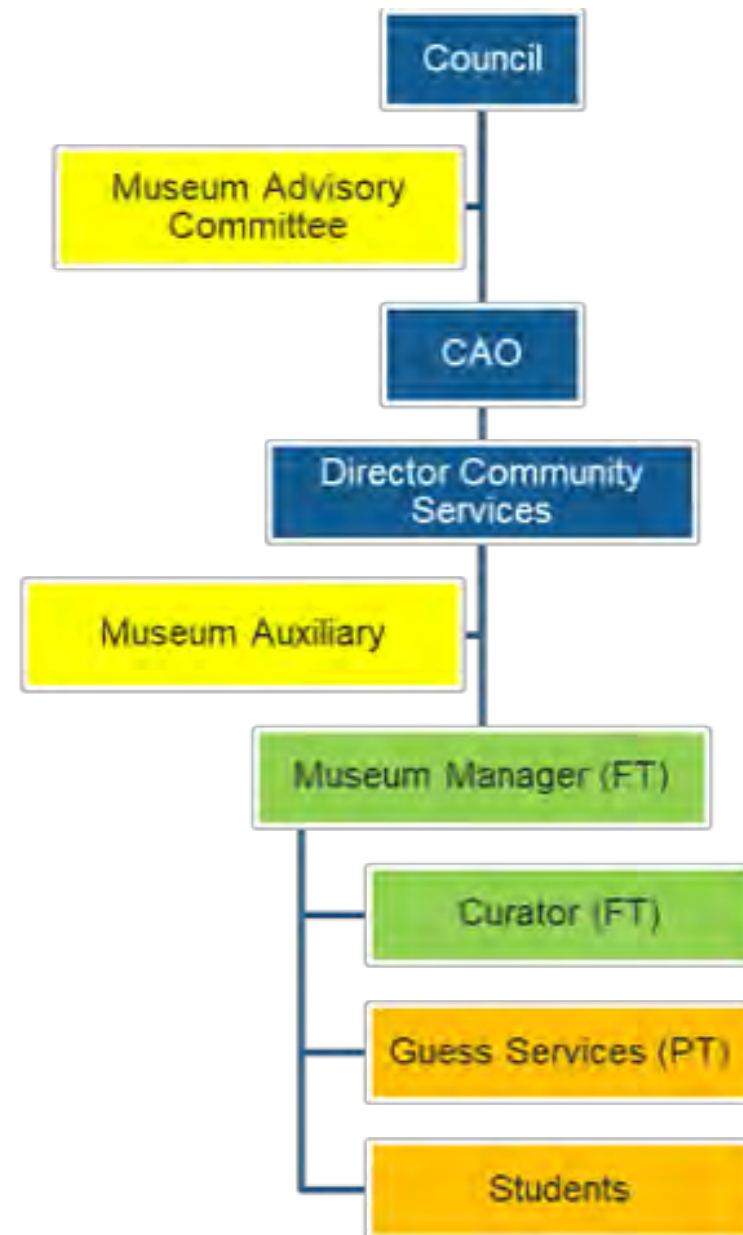


FIGURE 5

The full time Facility Administrator (the Manager) reports to the Director, Community Services, and is responsible for the overall management of Museum operations. The Manager also shares some administrative responsibility for Heritage North.

Some of the Manager's key responsibilities include:

1. Maintaining an annual operating and capital budget and providing ongoing financial oversight; ensuring compliance with applicable laws and other regulations; abiding by the *Occupational Health & Safety Act*, in particular Section 27, duties of a Supervisor; fulfilling reporting requirements; ensuring facility representation on the Corporate Joint Health & Safety Committee; ensuring that annual operational plans are created and implemented; ensuring security and safekeeping of artifacts, documents and records.
2. Ensuring that the facility is equipped to operate as required; identifying and correcting building issues and liaising with third party service providers, external suppliers, and partners to effect repairs and improvements.
3. Developing strong and effective working relationships with community groups, external partners, and media to ensure a high profile for the

Museum; attend and participate in Advisory Committee meetings.

4. Planning marketing and public relations initiatives; organizing a social media strategy.

The full time Curator reports to the Facility Administrator and is responsible for managing the collections and exhibits at both the Museum of Northern History and Hockey Heritage North.

Some of the Curator's key responsibilities include:

1. Managing the accessioning/de-accessioning, cataloging, indexing, storage, loans, and transportation of artifacts
2. Investigating, developing, and implementing process improvements.
3. Managing a strategic renewal of facility exhibition areas and permanent displays, including advising on required renovations and building improvements.
4. Developing and coordinating exhibitions, displays – research, design, production, interpretation, marketing, and evaluation.
5. Administering contracts, schedules and budgets related to collections and exhibits.

6. Leading the development of interpretive and promotional materials, website content, and guided tours related to exhibitions and the municipality's collections.
7. Leading the development of educational programs related to exhibitions and the municipality's collections – research, design, production, marketing, delivery, and evaluation.
8. Liaising with existing and potential donors and third-party agencies on collection and exhibition issues.
9. Liaising with voluntary groups, the community and industry as well as grant agencies to secure sponsorship for events and development projects.

The Guest Services Representative is part-time, generally working a 30-hour week, and reports to the Facility Administrator.

The Representative is responsible for the following:

1. Greeting visitors, handling enquiries, providing tours, and performing general administrative and light housekeeping duties. •
2. Maintaining the retail store, including managing sales, stock, remerchandising,

- managing consignments, and general housekeeping duties.
3. Scheduling and organizing rentals, including liaising with renters and contracted services, managing documentation, arranging timelines and record management.
4. Pre-event preparation: set up of room(s) to meet the requirements of an event.
5. Event management: ensuring that the event proceeds in a safe and well-organized manner, including but not limited to managing guest entrance/exits liaising with client and contracted services, ensuring appropriate policies and procedures are being followed.
6. Post-event take down: ensuring the event is properly and safely dissembled and the facility returned to its original condition.

During the summer, the Museum hires two students for twelve weeks with assistance from government funds, one a Collections Research Assistant, and one a Research Assistant and Tour Guide.

The Collections Research Assistant responsibility includes maintaining, preserving, organizing, and displaying of items in the collection as well as assisting the Curator with research for upcoming exhibitions using regional and online resources.

The Research Assistant and Tour Guide is responsible for:

1. Coordinating with members of the Community to complete Research Requests
2. Indexing and cataloguing research materials within the Collection
3. Creating an inventory of collection storage areas, and database updating
4. Executing guided tours of the Facility

MUSEUM ADVISORY COMMITTEE (MAC)

The Museum Advisory Committee operates under the authority of bylaw 95-044. The Committee consists of at least seven (7) members that include a representative of Council; a representative of the Museum Auxiliary and 5 members at large from the community, all of whom are appointed by Council.

Council has given the Committee its Terms of Reference which include the following:

- Make recommendations to Council that will benefit the Museum
- Develop and recommend to Council policies and procedures to collect, preserve, interpret, and promote the cultural and historical significance of the Museum and its collections
- Review and recommend an annual budget to Council
- Raise funds at its discretion to directly benefit the Museum

- Develop and recommend to Council Capital Works to be undertaken
- Develop a Museum Strategic Plan
- Establish community partnerships to share existing resources
- Promote the continued use of the Museum by cultural groups as befits a museum function
- Identify cultural and historical memorabilia that will strengthen the position of the Museum in its role as a premier attraction for tourists and citizens alike.

The Committee generally meets monthly with the Museum staff to discuss the direction of the Museum and to make recommendations to Council.

MUSEUM AUXILIARY

The Museum Auxiliary is a volunteer group whose activities are concerned with the preservation and enhancement of Kirkland Lake's heritage property, the Museum of Northern History at the Sir Harry Oakes Chateau. They assist the Museum through programming and run the gift shop. In some cases, it provides funding for activities that it believes meet its mandate.

ABOUT THE ONTARIO HERITAGE FOUNDATION AGREEMENT WITH THE TOWN

Negotiations in the 1980's between the Ontario Heritage Foundation (OHF) and the Oakes family to secure monies for the restoration and renovation of the Château, led to an initial pledge of \$300,000 to restore the Château for use as a public community museum. Concurrently the building was sold to the Ontario Heritage Foundation who now leases it back to the municipality. On July 4, 1983, the Museum of Northern History reopened to the public at the Sir Harry Oakes Château.

Some key Articles of the Agreement between the Ontario Heritage Foundation (OHF) and the Town stipulate:

- Agreement between the Town and OHF commenced March 12, 1981 - 60-year lease (2041) with 40-year extension
- \$2.00 consideration
- Town must pay all costs and expenses for development, maintenance, preservation, administration
- Town Supervision of the property
- Town must get written permission from the OHF for construction, alteration, remodeling to exterior of the building.

- Insurance costs borne by the Town
- Indemnify the OHF officers and employees
- Divestiture requires written approval by OHT
- Disputes are arbitrated under *the Arbitrations Act* at Town's own costs.
- Altering the Agreement requires written agreement between Town and OHT.

In 1995, changes were made to the governance of the Museum. At that time, municipal council revised the governance bylaw for the Museum and replaced the Museum Management Board with a Museum Advisory Committee (bylaw 95-044, 95-084).

MINISTRY OF TOURISM AND CULTURE

The Ministry of Tourism and Culture, provides some financial support through the Community Museum Operating Grant (CMOG). CMOG is directed at community non-profit museums across the province. The criterion for CMOG includes meeting standards published by the Ministry. These standards were revised in the year 2000. Since the year 2000, the Museum has reviewed its practices, procedures, and policies to ensure compliance with the new standards.

PROGRAMMING AND ACTIVITIES

The Museum provides many historical, artistic, and cultural benefits for the community of Kirkland Lake. It fosters pride and community connection. It celebrates the history of Northern Ontario through permanent exhibits. It collects and preserves important artifacts and enables family connection, ancestral discoveries through its research service. It provides opportunities to highlight artistic talent, both locally and internationally, through art shows.

The Museum connects the community through events and activities, including workshops, concerts, and social gatherings. It offers space for persons celebrating important life events or for business engagements and Service clubs. The layout of the Gallery and Billiard Room, as well as the unique architecture of the Chateau and its accompanying atmosphere makes the Chateau a popular location for weddings, receptions, and social functions. It provides a retail experience for those wanting to purchase a piece of Kirkland Lake memorabilia. Research requests from citizens of Kirkland Lake interested in their genealogical history is also a service provided by the Museum.

The collection comprises approximately 5,000 artifacts and an archive, regional in scope, with some 20,000 records. The photograph collection follows the

development of Northern Ontario since the turn of the century. Collection pieces are displayed in house in static exhibitions, as well as through changing feature exhibitions in the main Gallery. We understand that online access to the collection is presently being developed.

The Château is considered to be an artifact itself. Its history is explained through exhibits on the second floor. A number of temporary exhibitions showcasing the art and heritage of the community and region are hosted annually in the main floor Gallery. These are primarily exhibits created by local and regional artists, although provincially sourced material is also featured when available.

The Winter Contemporary Exhibit has been popular. This event, organized by a group of local artists brings Canadian and international artists. The recent tattoo exhibit was also popular.

Each year, staff develop a series of activities designed to appeal to specific interest groups. Examples include Harry's Hoodlums, Night at the Museum, the summer Friday Night Feature series, and the Christmas Carol events. Other events include horse sleigh rides during the Winter Carnival (funded by the KL Festivals Committee) and Canada Day festivities during the summer Homecoming.

ATTENDANCE AND SALES

The Museum is open year-round from Tuesday to Saturday with 32 hours per week in the summer months reduced to 24 hours per week in the winter.

According to the KL, as shown in Figure 7, one can see that adults (33%) make up the largest category annually, followed by the Auxiliary/MAC attendance at 22%. Child/student, Members and Group Rate category are substantially lower in attendance. It is unclear how many repeat customers as opposed to first time.

The Museum attendance over the last five years has been relatively stable with a bump in 2019 likely attributable to the Town's 100th Anniversary. On average, 1,100 people attend the Museum annually (Figure 6), about 4.2 visitors per day (open 260 days per year). In 2019, the Museum played an important role in celebrating the 100th anniversary of the Town of Kirkland Lake. Since then, the Town, together with the rest of the globe, has had to confront the impact of COVID-19 on communities, services, and programs. The Museum has been closed for part of 2020, reducing attendance and revenue, already on the decline over the past four years.

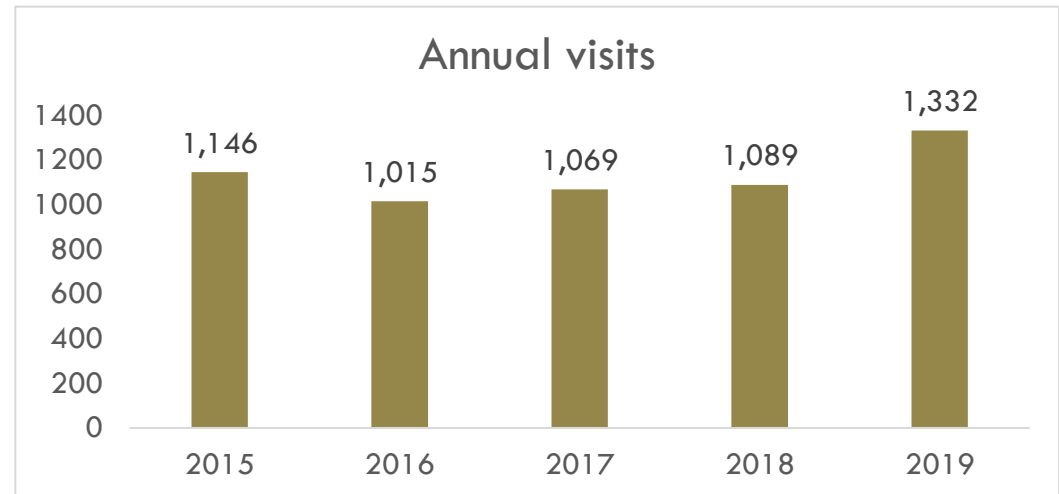


FIGURE 6

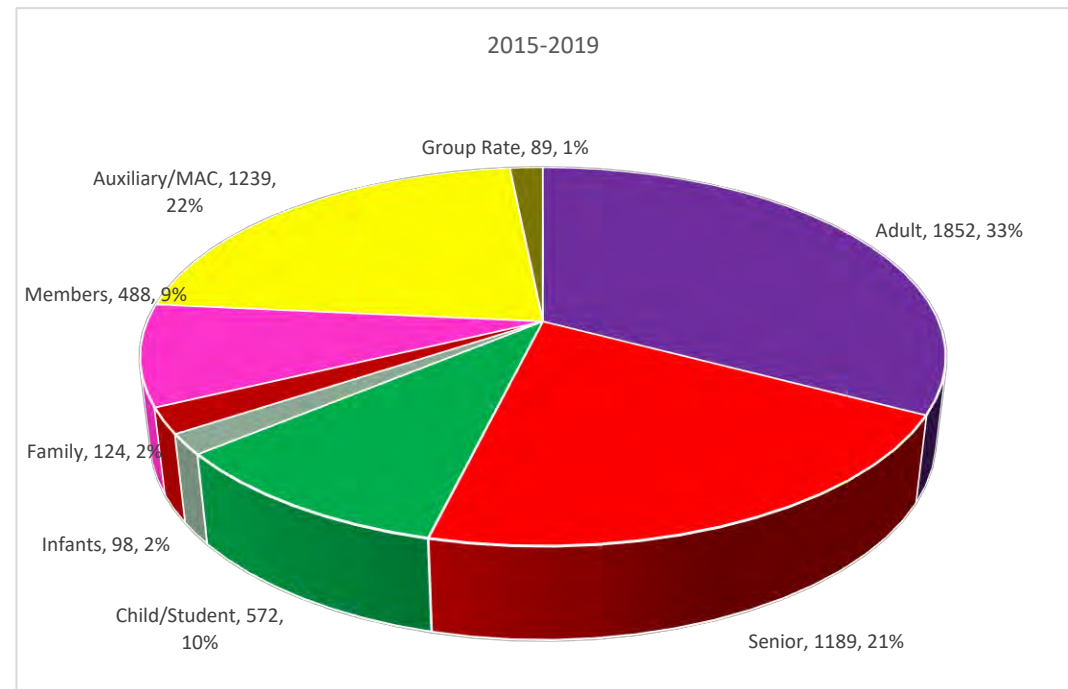
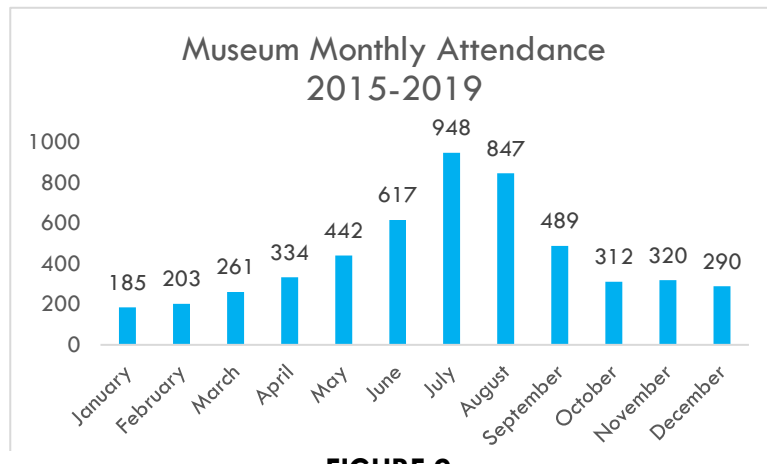
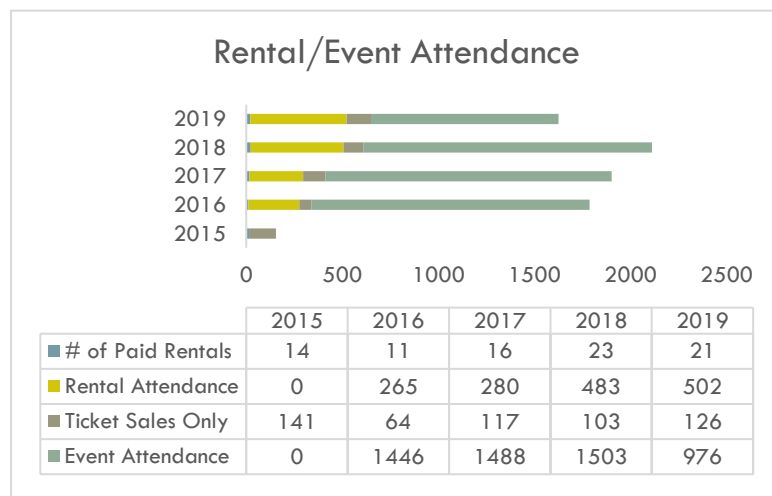


FIGURE 7

**FIGURE 9**

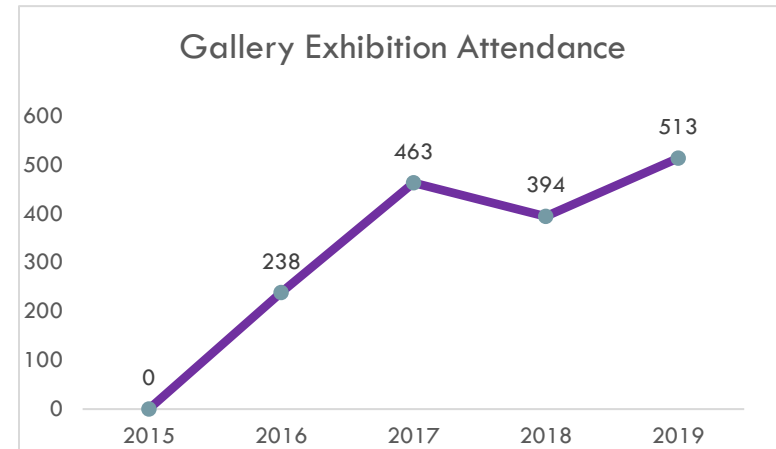
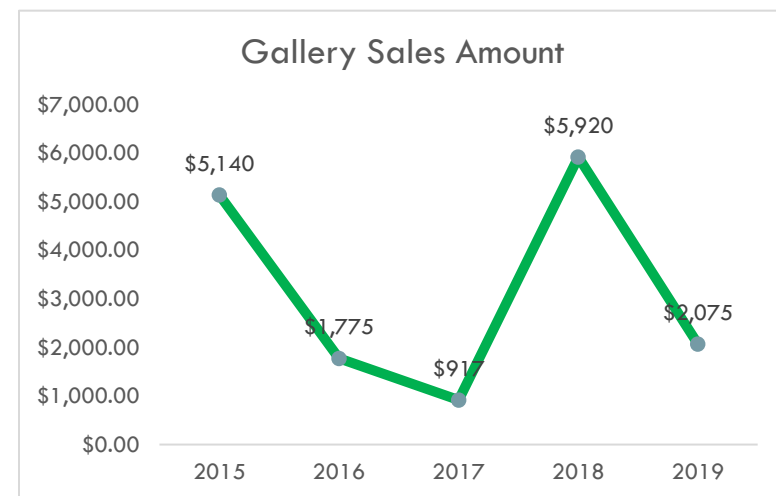
As one would expect, Museum attendance is highest in the summer, and lowest in winter, in particular January and February.

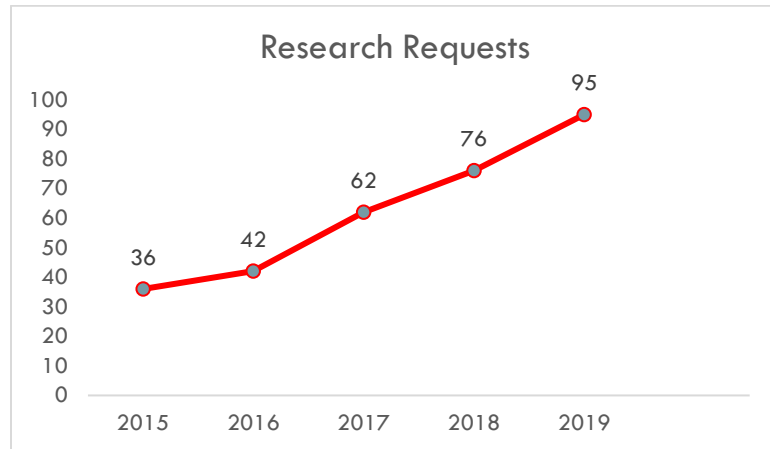
The Museum rents out space and tracks rental attendance, with rental attendance being highest in 2019. The Museum also tracks ticket sales and event attendance; there is a substantial discrepancy between the number of tickets sold and the number

**FIGURE 8**

of persons who attended. Event attendance was low in 2019.

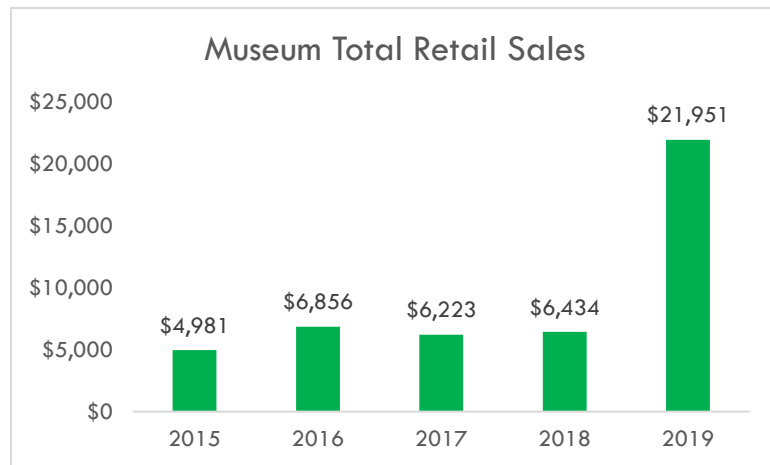
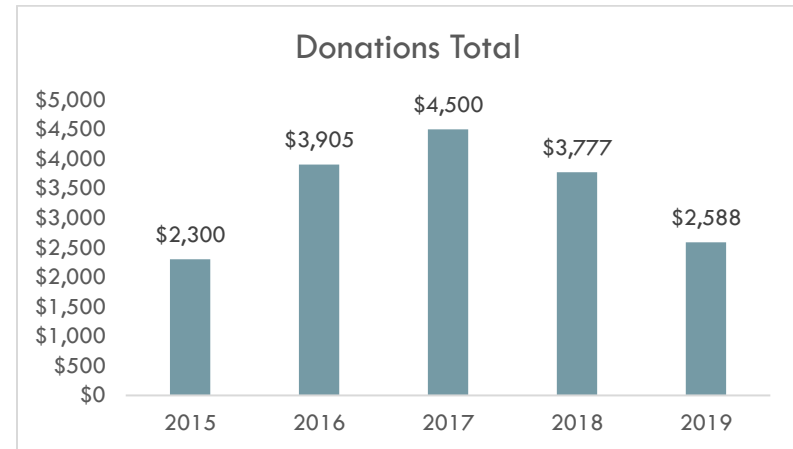
Data shows that gallery exhibition attendance has been on the increase over the last five years with an average of 456 attendees annually since 2017. Gallery sales are quite variable and are likely artist dependent.

**FIGURE 10****FIGURE 11**

**FIGURE 12**

There has been a significant increase in research requests over the last five years, with the greatest increase in 2019, likely due to the Town's Anniversary.

Total retail sales were significantly higher in 2019, at around \$22,000, with sales in other years totaling around \$5,000 to \$7,000 annually.

**FIGURE 13****FIGURE 14**

Monetary donations are on the decline, hitting a low in 2019 of \$2,500.

FINANCIAL RESULTS

The primary source of funds for the Museum is from taxes (\$200k), followed by grants (\$38k). About \$30k

is generated through donations, memberships, gate admissions, sales and rentals.

	2020 Budget	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2015-20 TOTAL
Revenue	\$ 69,212	\$ 86,323	\$ 62,268	\$ 56,058	\$ 59,839	\$ 59,671	\$ 393,371
Expenditures	\$ 272,382	\$ 258,438	\$ 301,374	\$ 253,530	\$ 195,171	\$ 205,601	\$ 1,486,496
Profit/Loss	\$ 203,170	\$ 172,115	\$ 239,106	\$ 197,472	\$ 135,332	\$ 145,930	\$ 1,093,125

TABLE 1

The Museum faces considerable pressures, not the least of which are financial, based on reductions over the last few years to the municipality's overall operating budgets. In addition to reductions in

budgets, there has been a decline in Museum attendance and revenue.

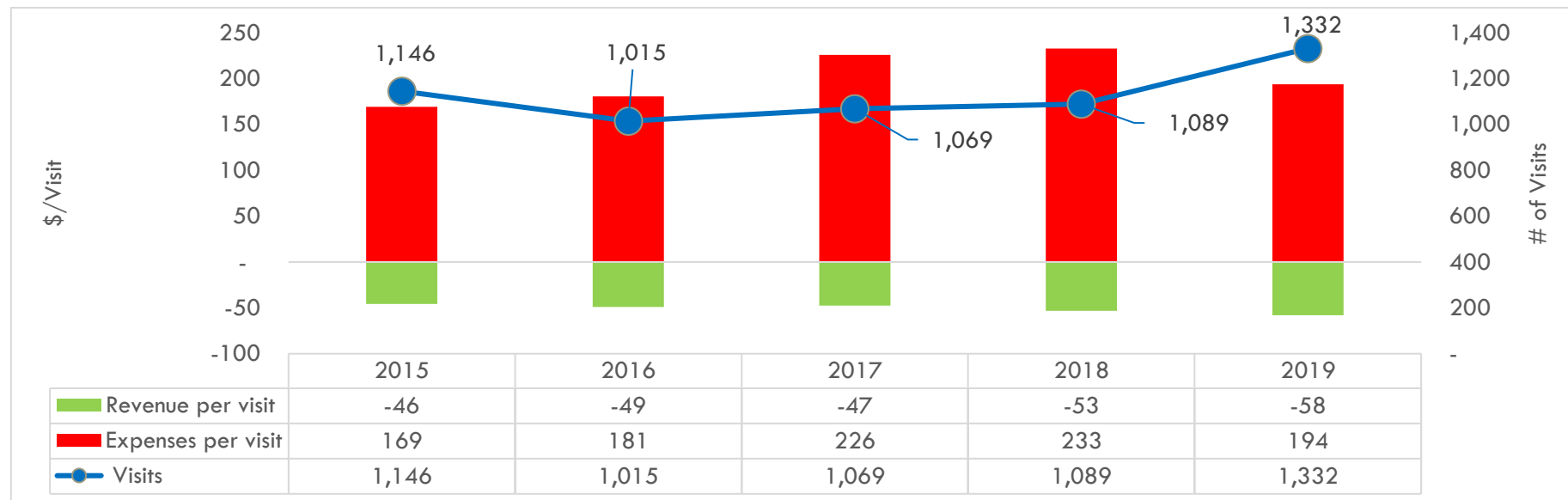
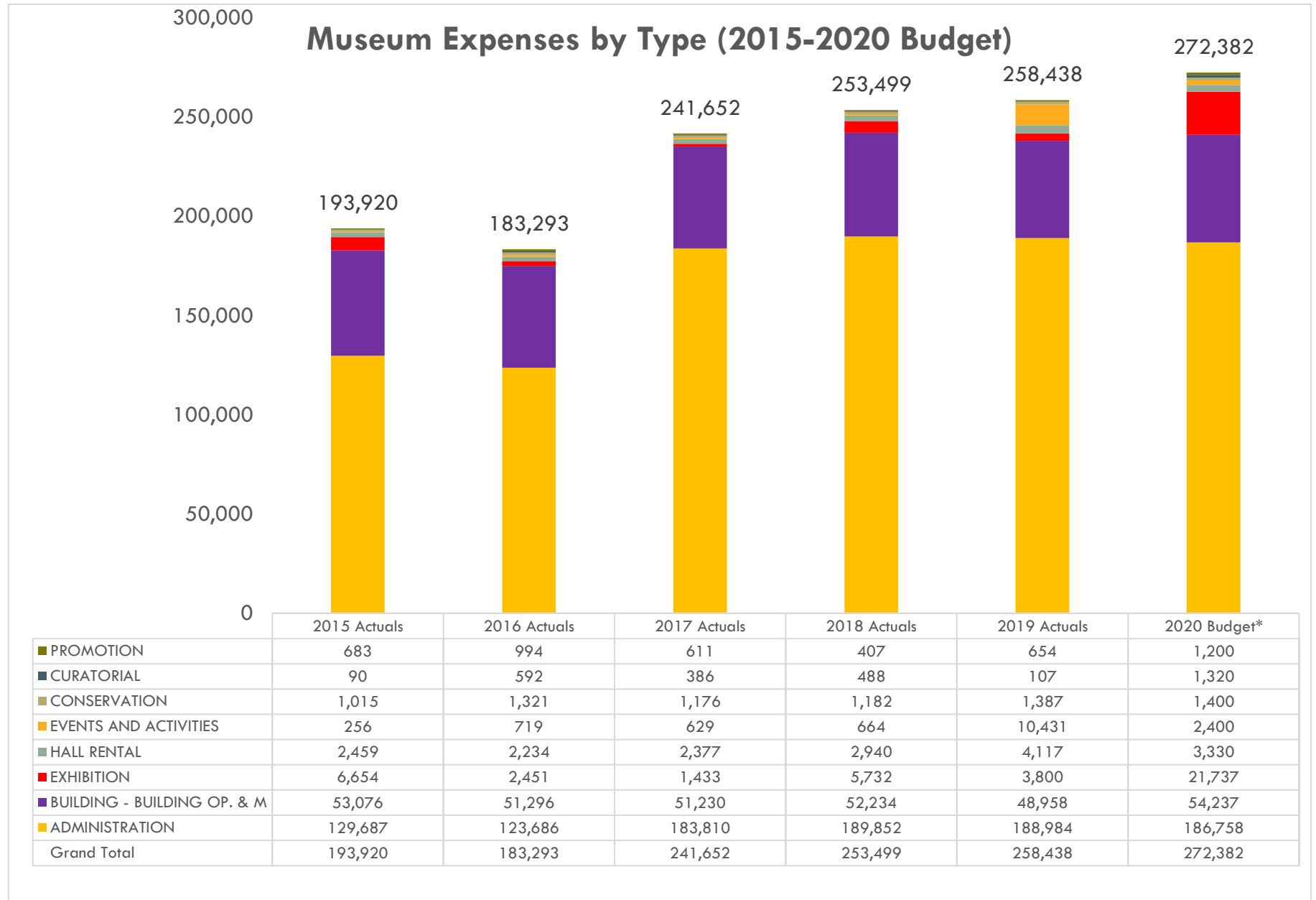
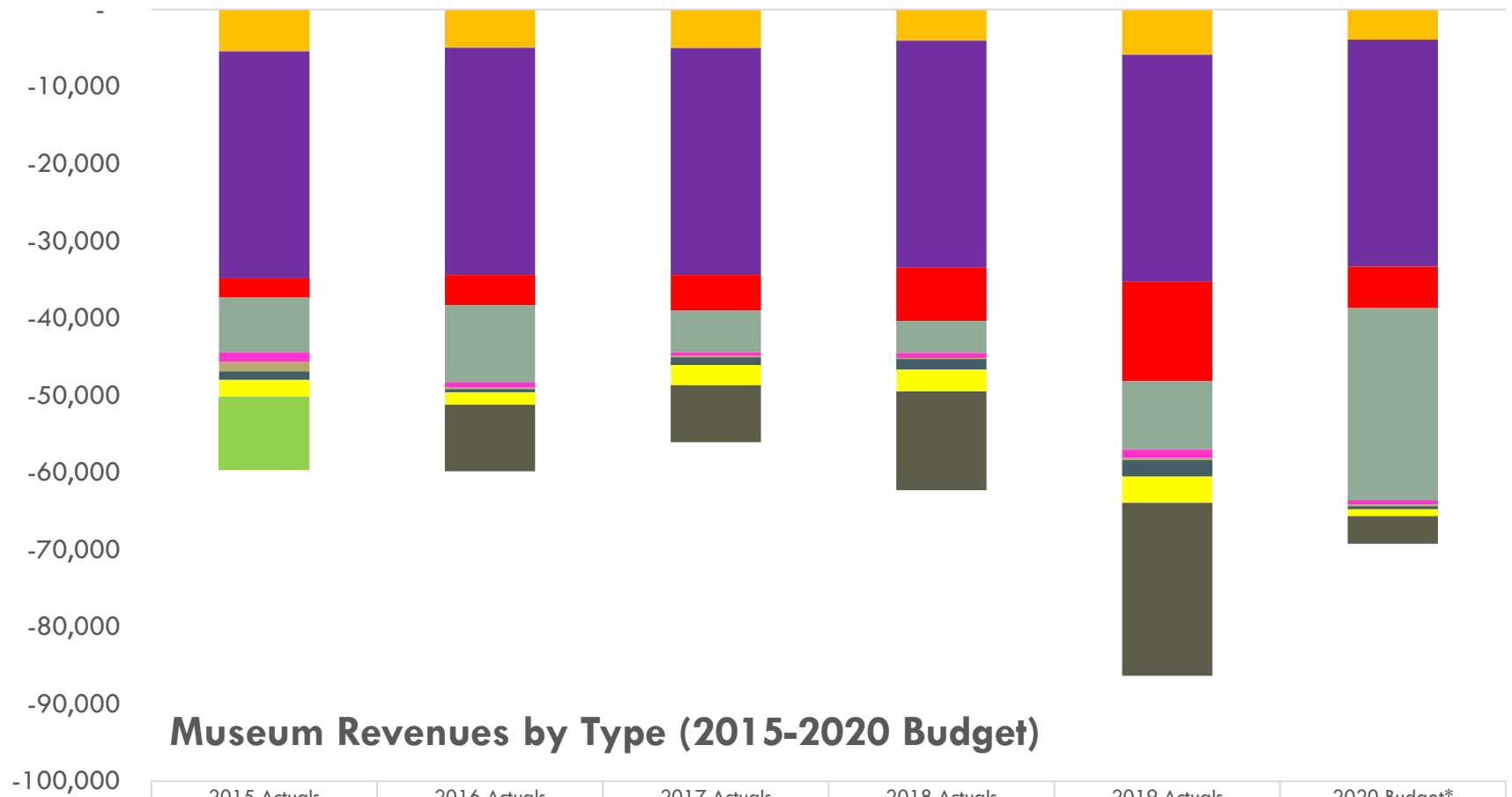


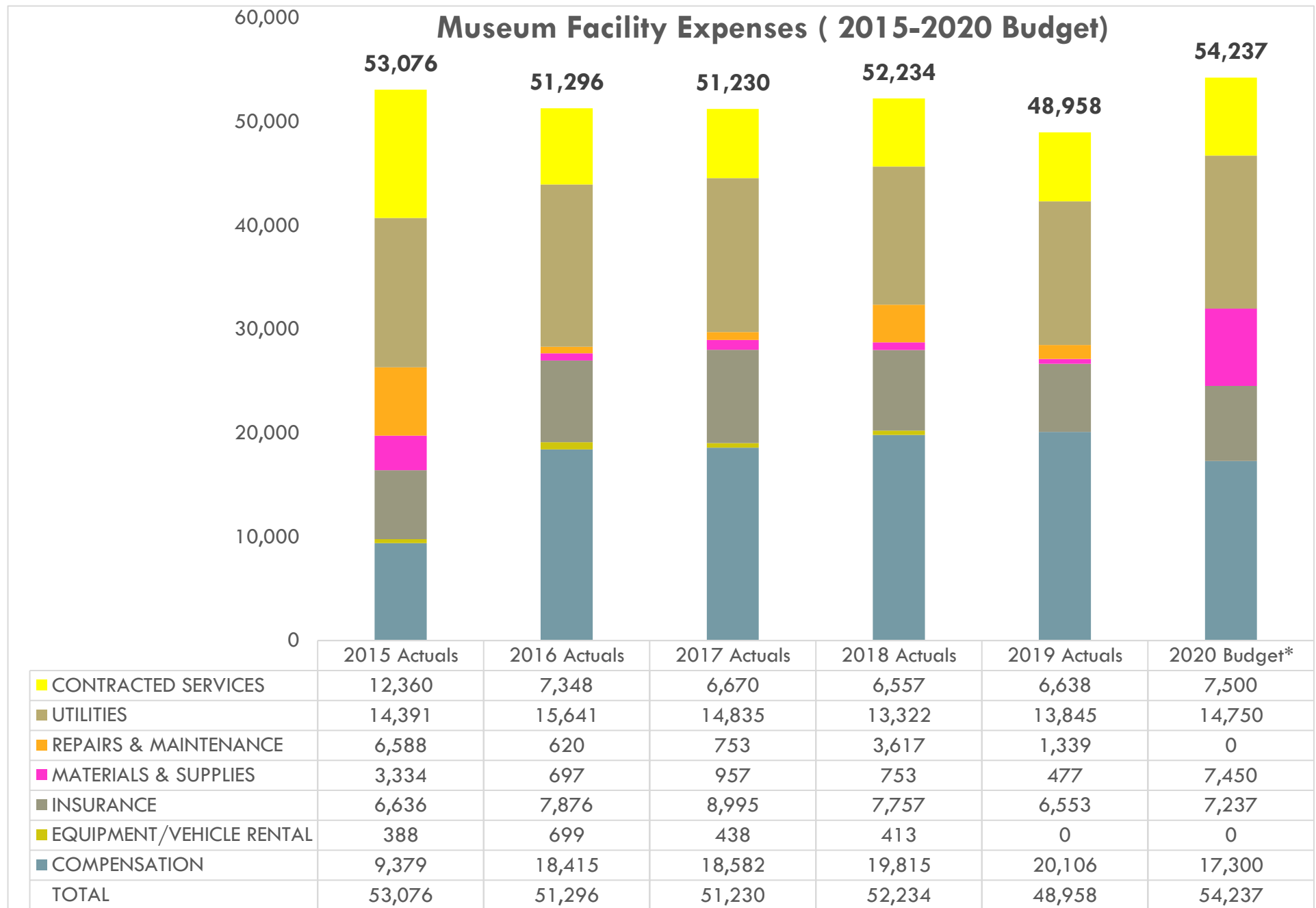
FIGURE 15

**FIGURE 16**



	2015 Actuals	2016 Actuals	2017 Actuals	2018 Actuals	2019 Actuals	2020 Budget*
■ SALES	-9,429	-8,638	-7,388	-12,785	-22,399	-3,550
■ RENTALS	-2,260	-1,589	-2,565	-2,857	-3,409	-900
■ RENTAL OF OWN EQUIPMENT	-1,080	-406	-1,036	-1,342	-2,143	-400
■ RECOVERIES	-1,231	-240	-249	-119	-259	-200
■ MEMBERSHIPS	-1,255	-615	-375	-630	-1,060	-600
■ FEDERAL GRANTS	-7,138	-10,000	-5,398	-4,153	-8,897	-24,900
■ DONATIONS	-2,405	-3,934	-4,606	-6,901	-12,843	-5,325
■ CULTURE & CITIZENSHIP	-29,437	-29,437	-29,437	-29,437	-29,437	-29,437
■ ADMISSION FEES	-5,436	-4,980	-5,004	-4,044	-5,876	-3,900

FIGURE 17

**FIGURE 18**

The second major challenge facing the Museum is the state of the building itself. The OHT commissioned a structural review in 2007. It identified over \$1 million in needed repairs for which the Town, under the terms of the agreement, is responsible (\$1.4 million in 2020 dollars). Although the Town has taken some steps since then to address some of these repairs, there has been considerable deterioration to the building's roof. Moreover, recent efforts to obtain an "Investing in Canada Infrastructure Program Grant" to address

major capital repairs to Chateau (roof replacement, elevator modernization totaling \$514,000) have been unsuccessful. A Building Audit by KL Public Works and Engineering in October 2020 identified water damage that had compromised electrical functions. A KL Fire Services inspection that same month identified five contraventions of the Fire Code that need to be addressed related to combustible material and fire separation between the basement and furnace room.

ELEMENT #	ELEMENT	2007 DOLLARS				2020 DOLLARS
		URGENT (2007)	1-5 Years (2008-2012)	6-10 Years (2013-2017)	Total Estimated Costs	TOTAL COSTS IN 2020 DOLLARS (239.1/169.4)
322	HARDSCAPE	\$ 30,000	\$ 130,000	\$ 1,500	\$ 161,500	\$ 227,950
324	LANDSCAPE	\$ 2,500	\$ 5,000		\$ 7,500	\$ 10,586
331	FOUNDATION	\$ 5,000	\$ 66,500		\$ 71,500	\$ 100,919
332	WALLS ABOVE FOUNDATION	\$ 9,000	\$ 18,500		\$ 27,500	\$ 38,815
334	DOORS AND WINDOWS	\$ -	\$ 10,000		\$ 10,000	\$ 14,115
335	ROOFING & ROOF DAMAGE		\$ 25,000	\$ 85,000	\$ 110,000	\$ 155,260
340	INTERIOR WORK		\$ 7,500		\$ 7,500	\$ 10,586
352	HEATING SYSTEM		\$ 60,000	\$ 100,000	\$ 160,000	\$ 225,832
353	AIR CONDITIONING SYSTEM		\$ 5,000	\$ 60,000	\$ 65,000	\$ 91,744
354	VENTILATION SYSTEM		\$ 30,000		\$ 30,000	\$ 42,344
355	PLUMBING & DRAINAGE		\$ 3,000		\$ 3,000	\$ 4,234
357	ELECTICAL		\$ 4,000		\$ 4,000	\$ 5,646
990	OVERHEAD	\$ 9,300	\$ 72,900	\$ 49,300	\$ 131,500	\$ 185,606
991	CONTINGENCY	\$ 8,370	\$ 65,610	\$ 44,370	\$ 118,350	\$ 167,045
992	DESIGN FEES	\$ 5,580	\$ 43,740	\$ 29,580	\$ 78,900	\$ 111,364
Grand Total		\$ 69,750	\$ 546,750	\$ 369,750	\$ 986,250	\$ 1,392,045

TABLE 2

BENCHMARKING – MUSEUM SERVICES IN SIMILAR COMMUNITIES

For the purposes of the project, municipal comparators were selected based on single tier status and population. While it may be interesting to look at municipalities in Southern Ontario, in the case of Museums, it is likely not helpful. The tourism industry as well as the lack of proximity of Kirkland Lake to other municipalities make it non-comparable to the south. Consequently, we reviewed Museum services of “like” Northern municipalities that have a museum as shown in Figure 19.

As shown in Table 3, four of six comparators are open all year. KL’s Museum has higher than average admission rates but average per household revenues (Figure 22). While not the highest expenses per household (Figure 21), with Fort Frances (FFR) being highest, its recovery rates are not as high indicating that FFR is better able to fund its operations through user fees (Figure 20) and has been more successful with Ontario Conditional Grants. KL could likely benefit from connecting with FFR to determine the

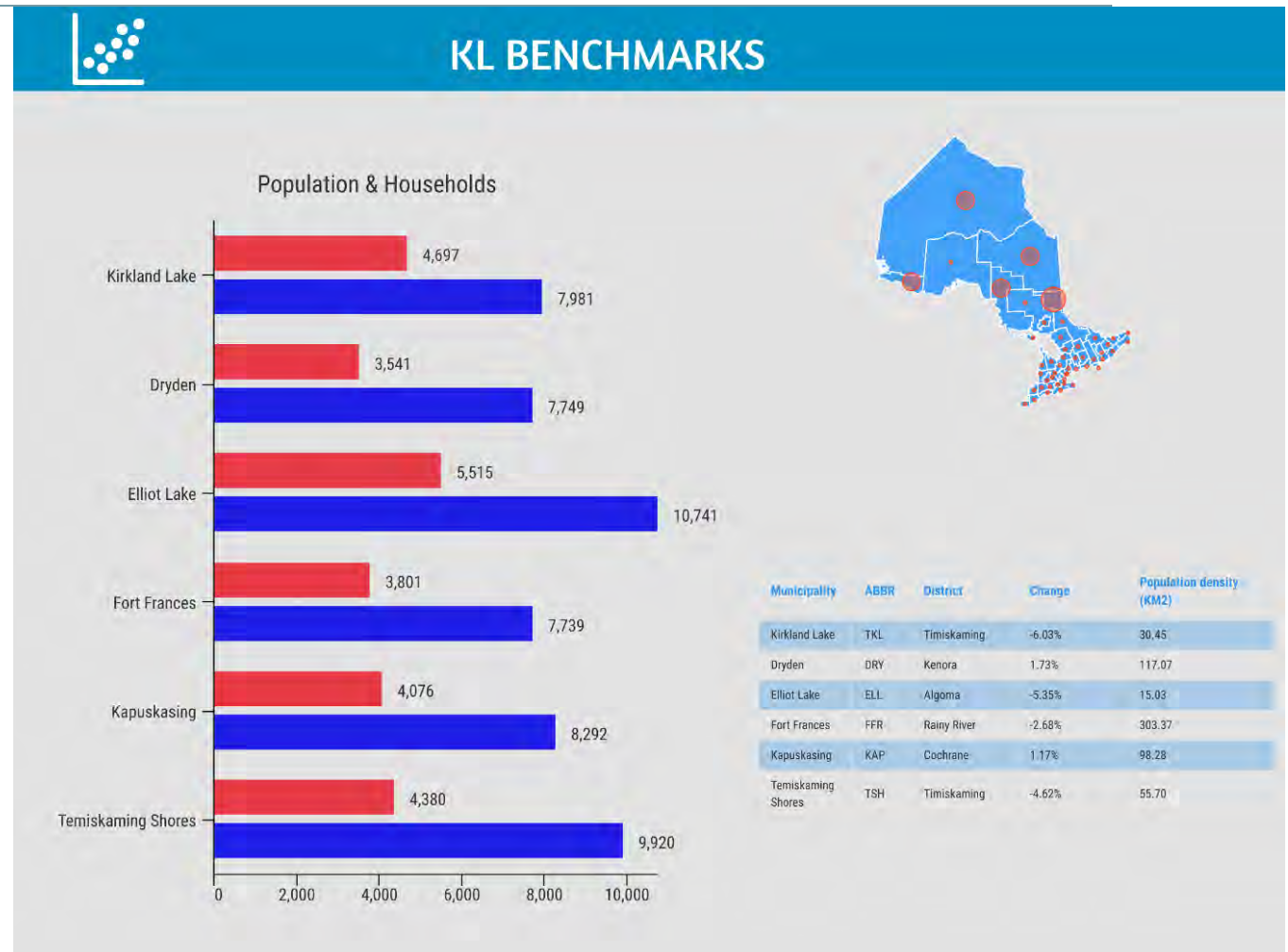


FIGURE 19

types of grants and the reason for success. A key point, however, is that the museum building is municipally owned by FFR.

	Dryden (Hambleton House)	Elliot Lake (Nuclear Mining)	Fort Francis	Kapuskasing (Ron Morel Locomotive 5107)	Kirkland Lake (Harry Oakes Chateau)	Temiskaming Shores (Haileybury Heritage)
Admission Adults	\$3 for non- members		Summer Adults: \$5.00 Seniors & Children (6-12): \$4.00 Family: \$15.00 Winter - Donations	Free - donation	Adult: \$6.10 Senior & Student \$4.10 Family \$15.30 Special \$4.10	\$2 per adult \$1.50 seniors/students \$5 family rate
Memberships	\$25 Individual, \$30 Family \$30-55 Patrons \$56-105 Sustaining \$105 Corporate				Single : \$35.00 Family : \$50.00 Student : \$25.00 Group : \$85.00 Business :\$145.00	
Hours of Operation	9-5 pm Tues-Fri 9-5pm One Saturday per month	Summer M-F 9-5 pm	Summer 10-5 p.m. Winter 11:00 a.m. to 4:00 p.m. Tue- Sat	Summer Daily 9:30 a.m. to 4:30 p.m. Winter Closed	Summer: Tue- Fri – 10am to 5pm Sat – 12pm to 4pm Winter: Tue- Fri – 12pm to 5pm Sat - 12pm to 4pm	Summer Daily :10 am to 5 pm Winter Mon- Fri 10 am to 4 pm
Seasons	All Year	Summer only	All Year	Summer only	All Year	All Year
Building Ownership	Town		Town	Town	Ontario Heritage Trust	Town
Staffing	1 Museum/Heritage Coordinator				1 Manager, 1 Curator 1 PT 2 Students	

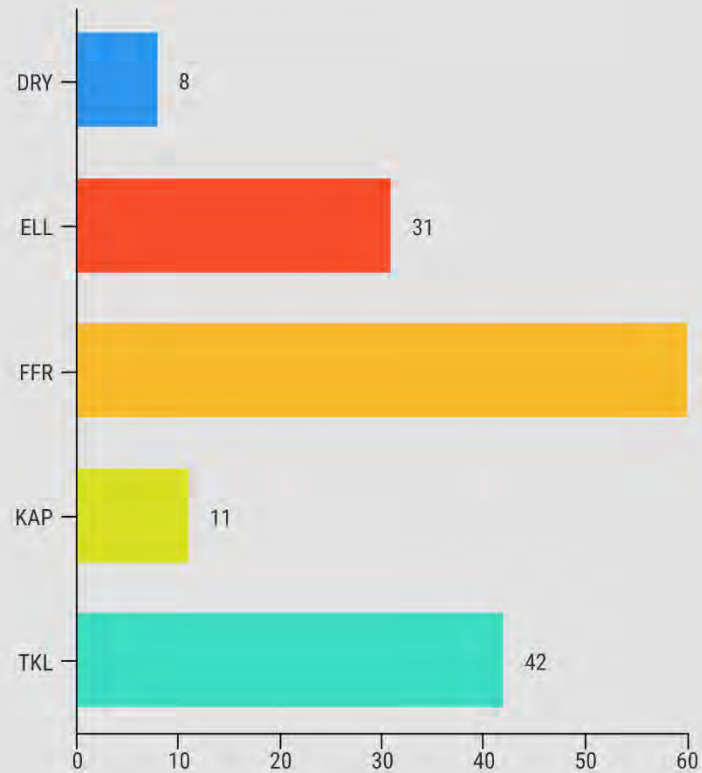
TABLE 3



KL RESULTS- Net Levy & Recover Rates - Museum

Net Levy per household...2018

(KL is above the benchmark average of \$30 by 40%)



Recovery Rate %...2018

(KL is close to the benchmark average of 27%)

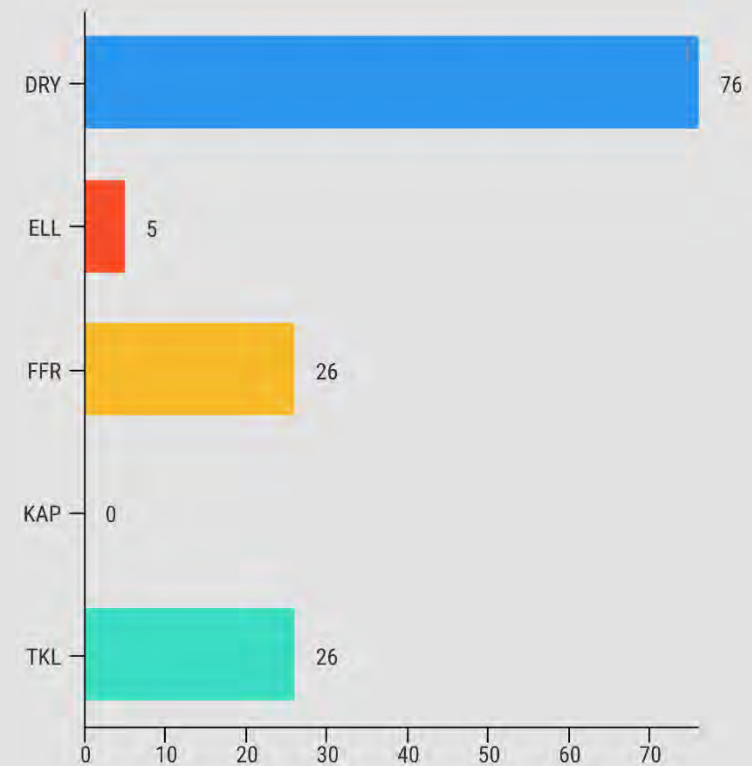
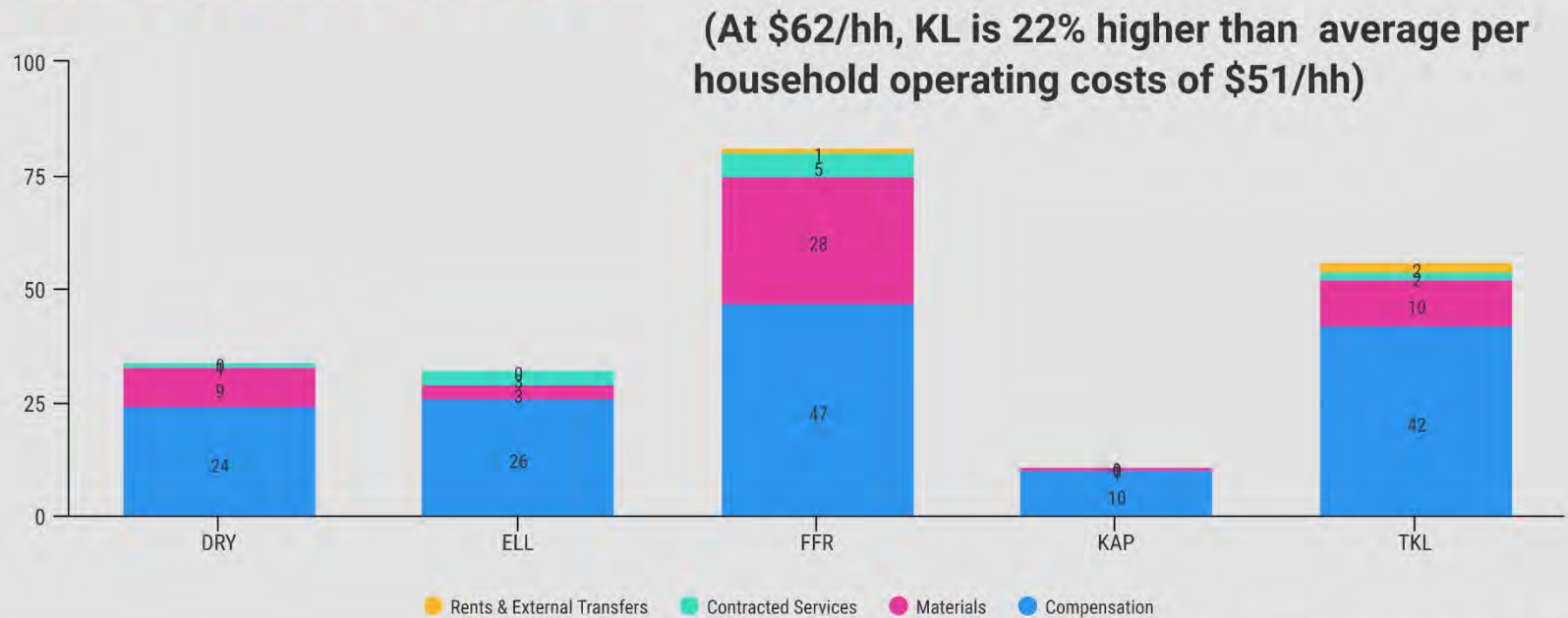


FIGURE 20



KL BENCHMARKS - Museum Expenses by Object

Expenses by object per household ...2019



Expenses by object total...2019 (FIR)

(At \$265k, KL is 50% higher than average per household operating costs of \$182k)

	Dryden C	Elliot Lake C	Fort Frances T	Kapuskasing T	Kirkland Lake T	Average
Compensation	83,324	143,643	177,847	39,891	195,381	128,017
Materials	32,967	19,202	105,473	2,565	47,924	41,626
Contracts	2,700	15,741	20,002	794	11,662	10,180
Rents		754	2,189		10,612	4,518
Total	118,991	179,340	305,511	43,250	265,579	182,534

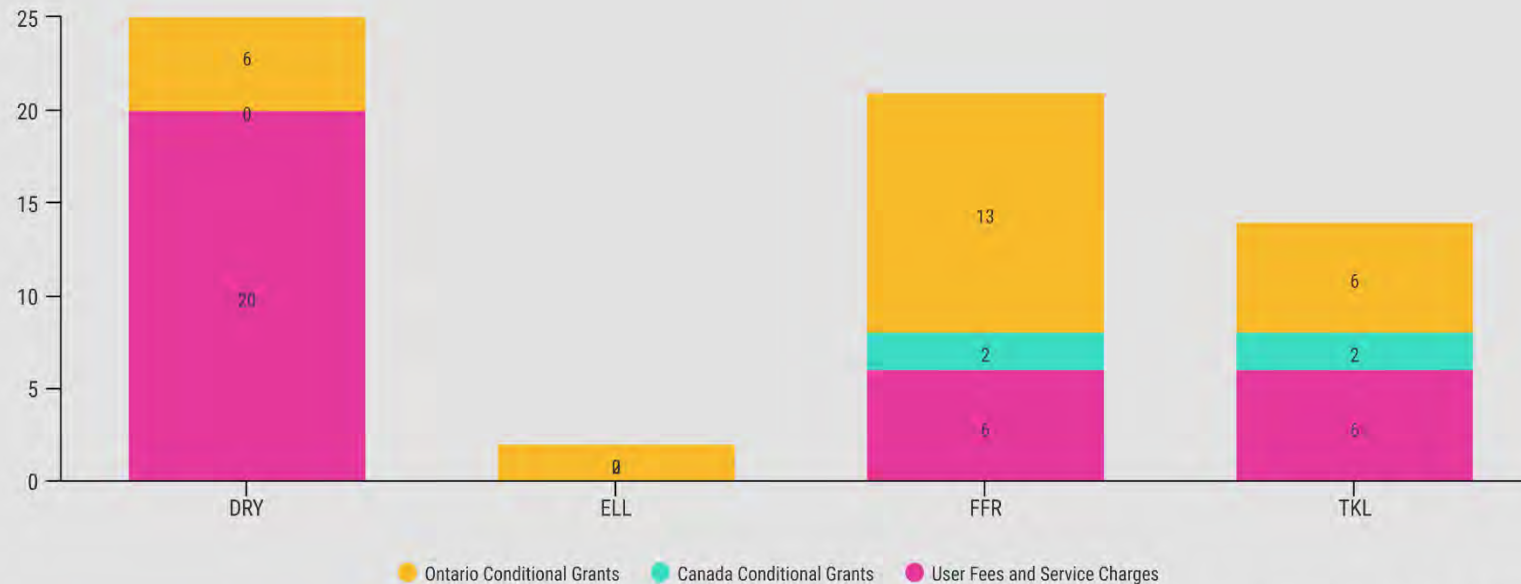
FIGURE 21



KL BENCHMARKS - Museum Revenues by Type

Revenues by type per household ...2019

(At \$5/hh, KL is at average revenue per hh)



Expenses by object total...2019 (FIR)

(At \$67k, KL is at the average revenue but below the median at \$74k)

	Dryden C	Elliot Lake C	Fort Frances T	Kirkland Lake T	Average
Ontario Conditional Grants	20,701	9,450	47,938	29,437	26,882
Canada Conditional Grants			7,253	8,897	8,075
User Fees and Service Charges	70,040	161	23,967	29,594	30,941
Total	90,741	9,611	79,158	67,928	61,860

FIGURE 22

OBSERVATIONS & KEY FINDINGS

COMMENDATIONS

The Museum of Northern History has played an important role in the community over many years, most recently in leading the celebration of the 100th Anniversary of Kirkland Lake.

Some key achievements that should be highlighted:

- ✓ Museum of Northern History's 5-year Strategic Plan: the first time the Museum Advisory

Committee and staff have engaged in the collaborative process of long-range planning

- ✓ Active and passionate Museum Advisory Committee and Auxiliary with well documented meetings and decisions
- ✓ Efforts by management to preserve history and create a cultural hub in the north with interesting, relevant events, art shows and activities for the community.



COMMUNITY – WHAT THE SURVEY TOLD US

WSCS, with assistance from the Museum, undertook a survey of residents and visitors as part of this review. The survey was posted on Facebook, the Town website and widely advertised. We found the following of interest:

- ✓ Good response to the survey demonstrating community engagement.
- ✓ Some residents have not visited the Museum because they have not heard of it.
- ✓ Exhibits are the main draw for persons in the community, followed by art shows and events.
- ✓ Although the building is a draw, it is not the 'main event'
- ✓ Most heard of Museum via Word of mouth
- ✓ Most found the visit to be a positive experience.
- ✓ Most visitors reside in Kirkland Lake and are 55 plus
- ✓ Most visitors would recommend a Museum visit, indicating appreciation, pride, and value.
- ✓ Visitors have a desire to share the experience with others and can act as ambassadors to increase attendance

Of the 5% who would not recommend a visit, some of the reasons included:

- ✓ Nothing really special
- ✓ Old outdated building
- ✓ There is no turnover of information
- ✓ They need more interaction and less clutter
- ✓ As a taxpayer, I don't think the museum is worth keeping open; it's just another building that ends up costing taxpayers

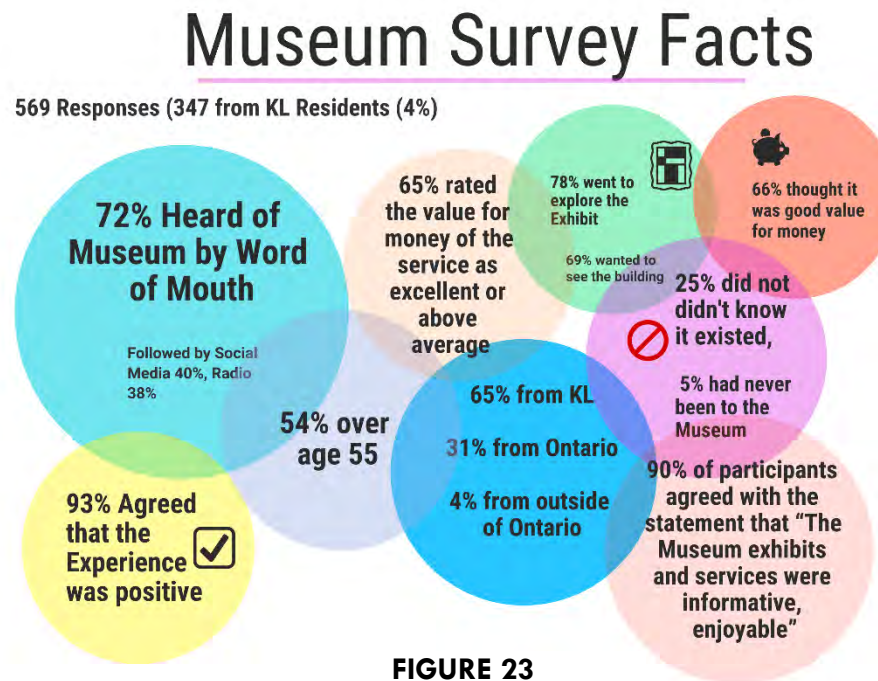


FIGURE 23

GOVERNANCE & PARTNERSHIPS

The Strategic Plan is not supported with a business plan to implement its strategy. Programming and Services are Unfocused. Fees and Donations are Under Performing.

No specific targets are included to drive success.

The Museum has good art partnerships, including the Contemporary Arts Committee. It lacks partners in the areas of business development, marketing, communications, and sponsorship.

The working relationship between the Museum Advisory Committee (MAC) and the Museum Auxiliary (MA) is needs to be clarified. Projects identified by the MAC are sometimes refused funding raised by the MA.

The Museum staff are isolated in terms of location and access to Town resources. New management structure is positive and may change this feeling and approach. There are few measurable objectives and little reporting to Council on a regular basis regarding Museum performance.

WORK PROCESSES & SYSTEMS

Some staff time is consumed by activities related to ineffective and inefficient processes and systems. The Museum needs staff with marketing and technological

skills - recruitment of students could focus on these gaps. There has been little performance management of Museum staff with clear performance goals and objectives – one staff person had a performance review three years ago.

Practically all work processes at the Museum are manual and paper based. There are few online services, including ticket sales, reservation of rental space, donations, retail purchases. Museum entrance must be paid onsite, as well as event admission.

The capture of customer information and satisfaction is done manually. And the preparation and reporting on key metrics such as attendance (exhibits, art gallery, events, etc.) and monetary donations is paper based, entered in Word and Excel.

The Museum has an online collections database using PastPerfect software. Some 9,000 objects and photographs are online, out of a collection of 15,000 artifacts. This allows individuals to carry out personal searches. Requests for reproductions must be made by email. Payment for searches cannot be done online.

MUSEUM SERVICES COULD BE DELIVERED ELSEWHERE AND REBOOTED

The Museum of Northern History plays an important part in the cultural life of Kirkland Lake and is valued by many. At the same time, others in the community have never heard of, or been to the Museum. Exhibits change infrequently, there is little use of technology other than PastPerfect software for cataloguing artifacts, and iPads for visitor use.

Programming and Services are unfocused with the Museum playing many different roles, including, facility rental, events organizer, performance venue, retailer, art gallery. Statistics indicate attendance and revenue is on the decline, following a bump in 2019 due to the 100th Anniversary of Kirkland Lake. (It should be noted that Covid-19 has made it impossible to consider 2020 when reviewing revenue and attendance.)

The Museum itself is filled with some artifacts of little value and appears cluttered and unorganized in some areas. There is little opportunity for ongoing customer feedback. And insufficient marketing and communication opportunities to promote the

Museum. The Museum's annual marketing budget is \$350.

The Museum is perceived as an outlier by council and management, although some value the Museum's programs and services. Some question whether the Museum should move to seasonal hours of operation, whether two fulltime and one parttime staff is needed, and whether a different mix of summer skill and knowledge would be beneficial, such as digital and marketing experience.

There is general acknowledgement that the Museum and the Town cannot cover capital repair costs associated with the Museum building. The building needs a new roof, and its elevators modernized. Funds need to be secured from other sources – a recent infrastructure application was not successful. And some do not find the physical lay out of the building appropriate for its purpose, with small rooms and limited exhibition space. The agreement with the OHF is not sustainable with over \$1.4 million in capital expenditures needed.

Revenues are generating \$5 per household per year with costs being over \$62 household per year, the Net cost to residents is \$57 per household per year. It costs the Town taxpayers \$150 Net Cost per Visitor annually.

Some stakeholders regard the Museum as a community service, rather than a tourist attraction. As such, some believe the Museum could be relocated to ensure sustainability and ongoing service to the

As noted elsewhere, the Ontario Heritage Trust owns the Sir Harry Oakes Château. The Ontario Heritage Foundation leased the Château to the Town of Kirkland Lake for \$2.00 by agreement dated the 12th March 1981, for a period of 60 years. The Town established a public museum in the Château and is required to maintain and preserve the building to the specifications of the Trust. The Trust does not provide direct operating or capital monies for the operation or maintenance of the Château. Operating and capital expenses remain the responsibility of the Town.

In 2007, the OHT commissioned a Condition Survey Report of the Chateau that identified \$986,250 (2007 dollars) in needed repairs. Structural, heating and ventilation, plumbing, and storage issues were identified as primary concerns. The OHT subsequently sent a repair team that addressed some of the concerns at their cost. Since 2007, the Town has spent **\$224,000** on capital improvements. Much of the work was completed with funding through the Ontario Trillium Foundation. In some instances, the OHT has contributed financial assistance for repairs, but these have been referenced as exceptions to the agreement and were not to be considered as precedent setting.

community. Consistent with the Town's official plan, relocation of the Museum downtown by Council could encourage the development of an arts, culture, and entertainment district.

The Agreement is very restrictive as it places the onus on the municipality for 100% of the costs to maintain the structure and property.

This is exceptionally burdensome considering that:

- i. This is a 100-year-old building;
- ii. It is being used for a purpose for which it was not designed which increases the stress on the structure (public traffic, climate control);
- iii. It has unique architectural features, the repair and maintenance of which depends on skillsets not readily available in the north;
- iv. Significant repairs etc. must use resources (architects, OHT approved contractors, etc.) specified by the OHT, which increases costs;
- v. Many key building features have exceeded their normal lifespan (such as the copper roof) and are so integrated with other features (i.e. roof and walls) that they cannot be refurbished in a piecemeal fashion;
- vi. The Town assumes sole legal responsibility should injury occur as a result of building or systems failure;

- vii. The museum operation does not generate sufficient revenues to offset costs.⁵

Recent efforts to obtain an "Investing in Canada Infrastructure Program Grant" to address major capital repairs (roof replacement, elevator modernization totaling \$514,000) to the Museum building have been unsuccessful.

Table 1 shows that the Town has contributed over \$1 million in taxes for the operations of the Museum since 2015 and the deficit continues to grow. To add to the financial challenge, significant capital expenditures are required. Table 2 provides a summary of the costs for the building based upon the OHT's own building audit in 2007.

WSCS Consulting had an opportunity to meet with OHT Management to gain a better understanding of the Agreement. The OHT understands the challenges faced by the Town and appear supportive.

On August 17, 2020, at an AMO Meeting⁶, the Town made the following request:

THAT the Minister request that the Ontario Heritage Trust provide clarification to the Town of Kirkland Lake relating to Article 13 of the Agreement between the Parties relating to

documents to divest the Town of the Sir Harry Oakes Chateau and associated property.

THAT the Ontario Heritage Trust assume full financial responsibility for the assets and operations at the Sir Harry Oakes Chateau and the associated property.

The Town is faced with some critical questions –

1. Can the Town get out of its 60-year lease with the Ontario Heritage Trust without penalty?
2. Can an appropriate location, owned by the Town, be found for the Museum services?

An assessment of breaking the 60-year lease will require legal advice and a strategy to ensure minimal cost to the Town. Presumably, on divestiture, the building would revert to the Ontario Heritage Trust, and its future, including all capital repairs, would rest in their hands. Should efforts to divest itself of the building fail, the Town may be able to sublease the property or determine other purposes for the building that could generate enough revenue to address some of the capital costs until 2040 when the lease expires.

Assuming that whether or not the Town is able to divest itself of the property, and if the Town desires to relocate the Museum, the question becomes the appropriate place

⁵ 2020 AMO Minister Booklet, Kirkland Lake

⁶ 2020 AMO Minister Booklet, Kirkland Lake

that meets the requirements and standards of a Museum. Some options might include the Toburn Mine, the library, and the community center.

As the Town explores options for relocation, some key principles to consider might be:

1. Does the new location bring the Museum closer to the Town's residents?
2. Is it located in a high people traffic area to promote visits?
3. Is the space adequate to meet Museum requirements, including standards?
4. Do the costs of retrofit of new location provide value to the community?
5. Is the location supported by Museum stakeholders?
6. Does it reduce costs in the long run ensuring Museum sustainability?
7. Does it support the Town's Official Plan related to the use of commercial space?

A decision regarding the relocation of the Museum should engage the community as much as possible to reduce its potential negative impact. The Sir Harry Oakes Chateau holds pride of place in the hearts of many. Some key stakeholders believe that the Museum's survival depends on its location in this heritage building, considered a key historical artifact. Some stakeholders fear that moving the Museum will result in its demise as well as a significant loss of community, artistic, and cultural heritage. All these factors should be considered during the decision-making

process. Councillors and management will have to brace for some political fallout.

The Museum relies heavily on volunteers to support its mission. The Town runs the risk of alienating and losing these volunteers needed to ensure the Museum's future success. And management and staff will have to be engaged and brought on side in what will undoubtedly be significant change and disruption over several months.

CHANGE MANAGEMENT

The changes outlined in this report will be very challenging. Given the fact that the “disruptive” nature of the world around us, and now COVID, has already caused stress and anxiety, it is important that we consider some of the key principles of changes recommended to help make the journey a little easier.

Human beings find comfort in consistency and regularity in the way they operate. Be it personal lives at home with family members, at work with colleagues, or in a social setting with friends, having that rhythm and comfort provides us with a confidence in our interactions. Introduce something new or unusual, or being challenged to think or act differently, sets off a whole host of reactions that make us feel uncomfortable. So to counteract that initial feeling of “what’s next”, “where’s this going”, “why me”, “why now” we have put together this short article to help you better understand change and how to adapt to it and benefit from it. The move of the Museum could likely be one of the most traumatic changes for many in the Town.

What is Change Management?

The application of a structured process and set of tools for leading the people side of change to achieve a desired business outcome.

As change management practitioners we embrace the Prosci ADKAR® Model, with the focus on individual change

in order to achieve the broader organizational change objectives.

The Prosci model for individual change is referred to as the ADKAR® Model:



It has been well researched by Prosci, that organizational change will only materialize when individuals change. Therefore, **the** emphasis remains on providing **the Town** with the tools to support individual change in order to achieve organizational success.

Change management is both a **process** and a **competency**:

- **Effective change management should follow a repeatable process and use a holistic set of tools to drive successful change.**
- **As a competency for leaders, change management is a set of skills that enables change and creates a strategic capability for increasing organizational effectiveness.**

While we acknowledge that change occurs one person at a time, project-level change management can help facilitate advance this change across larger groups. The 3-Phase Change Management Process outlined below helps guide those in leadership roles through the phases of change management activity during any particular project.

PREPARING FOR CHANGE, MANAGING CHANGE & REINFORCING CHANGE

Phase 1. Preparing for Change

In the first phase of the Prosci methodology we focus on helping the team prepare by asking the following questions:

- “Why are we making this change?”
- “Who is impacted by this initiative and in what ways?”
- “Who are the sponsors we need to involve to make this successful?”

Phase 2. Managing Change

The second phase advances individuals through change as described by:

- Creating the communication plans (sponsor, training, coaching) and resistance management plans
- Integrating change management and project management
- Executing the plans to drive adoption and usage

Phase 3. Reinforcing Change

The third phase focuses on sustaining the change over time:

- Developing and Measuring performance indicators and celebrating success
- Identifying and addressing root causes of resistance
- Transitioning the project to day-to-day operations

In summary, **in order for the Town to successfully implement the recommendations in this report**, the organization must learn to enhance their capacity to change. Successful organizations continue to embrace change and test their resilience. These organizations demonstrate that change management practices are the norm. They utilize change management processes and tools on a consistent basis throughout the organization. It is very evident that people from across the organization from the very top to the front lines understand and adopt the tools for successful change management into their roles.

CONCLUSION

In conclusion, the Museum of Northern History is revered by some key stakeholders and staff. The history and culture of any community is important, and KL is no different – every effort should be made to preserve and celebrate the history and culture of Kirkland Lake. However, with the many challenges that KL faces, including deteriorating Town infrastructure and facilities, coupled with the unsustainable Chateau agreement with OHT, it does not appear that the Museum can continue to exist in its current form. Council, management, staff, volunteers and the community need to work together to

implement the recommendations contained in this report to ensure long term sustainability for this very important community service.

ACKNOWLEDGEMENT

We wish to express appreciation to the staff, management, the Steering Committee, volunteers, and stakeholders for their participation, cooperation and assistance throughout the project.

APPENDIX A: LIST OF STAKEHOLDER INTERVIEWS

#	First Name	Last Name	Organization	Dept	Role
1.	Pat	Kiely	Town of Kirkland Lake (TKL)	Council	Mayor
2.	Rick	Owen	TKL	Council	Councillor
3.	Stacy	Wight	TKL	Council	Councillor and Rep on MAC
4.	Casey	Owens	TKL	Council	Councillor
5.	Ric	McGee	TKL	CAO	CAO
6.	Keith	Gorman	TKL	Corporate Services	Director/Treasurer
7.	Wilf	Hass	TKL	Economic Development	Former Department Head
8.	Bonnie	Sackrider	TKL	Community Services	Director
9.	Kaitlyn	McKay	TKL	Museum	Manager
10.	Kelly	Gallagher	TKL	Museum	Curator
11.	Paula	Klockars	TKL	Museum	Guest Services Representative
12.	Evan	Schonfeldt	TKL	Museum	Summer Student
13.	Abby	Adair	TKL	Museum	Summer Student
14.	Ann	Black	Museum Advisory Committee (MAC)	Museum	Volunteer
15.	Monica	Haase	MAC	Museum	Volunteer
16.	Meghan	Howe	MAC	Museum	Volunteer
17.	Jessica	Lafreniere	Chamber of Commerce		President
18.	Chris	Mahood	Ontario Heritage Trust	Operations	Manager
19.	Wayne	Kelly	Ontario Heritage Trust	Programs and Operations	Director
20.	Merle	Gavin	Museum Auxiliary	Museum	Volunteer
21.	Dianne	Merrell	Museum Auxiliary	Museum	Volunteer
22.	Lynne	Sauer	Museum Auxiliary	Museum	Volunteer
23.	Frankie	O'Connor	Museum Auxiliary	Museum	Volunteer
24.	Cesar	Forero	Contemporary Arts Committee	Committee	President

APPENDIX B: SUMMARY OF INTERVIEWS WITH STAKEHOLDERS AND COUNCIL

Key comments of interviewees included:

- The Museum is important to our community's artistic and cultural life
- Need for more Town ownership and support of the Museum
- The exhibits need to change more often
- Many people in Town do not know about the Museum
- The Museum is not financially sustainable
- Value in the Museum ... but not tied to the Chateau
- The building itself is an artifact, critical to Museum's success
- Wish more people knew of the Museum
- Museum is considered an outlier of the municipal corporation
- The Town cannot afford the building's capital repairs
- Building is an emotional touchstone
- Museum's purpose not clearly defined – exhibits, art gallery, events, concerts, retail, rentals ...
- Mining history ... the building is like an anchor
- More needs to be done to promote the Museum
- The staff care and have a big heart
- Multicultural artistic community growing
- Volunteers with passion and commitment to hard work
- Partnerships needed to revitalize Museum
- The Agreement with Ontario Heritage Trust is a liability

APPENDIX C: SURVEY RESULTS



MEMORANDUM TO COUNCIL

Meeting Date: 10/08/2021

Memorandum Number: 2021-HR-011

Presented by: Kassandra Young

Department: Human Resources

MEMORANDUM TITLE

Consulting Service for CAO Recruitment

RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2021-HR-011 entitled “**Consulting Service for CAO Recruitment**” be received, and

THAT staff be directed to present a by-law to execute an agreement for the Consulting Services provided by Nigel Bellchamber of N.G. Bellchamber & Associates Ltd.

BACKGROUND

Council has reviewed their options for Chief Administrative Officer recruitment and are looking at moving forward to pursue the services of a Consulting Service.

RATIONALE

Staff had a meeting with Nigel Bellchamber on July 28, 2021 to discuss using his consulting services for the search and recruitment of a Chief Administrative Officer. Included in Attachment 1 of this document is a proposal from Nigel Bellchamber of N.G. Bellchamber & Associates Ltd., which outlines a Chief Administrative Officer Recruitment Process and a projected schedule with an estimate of cost.

Staff and Council are familiar with the services provided by Nigel Bellchamber of N.G. Bellchamber & Associates Ltd. as his services were procured for the CAO recruitment in 2019. Nigel has noted that there are potential cost saving opportunities during the process where, if conducting business virtually can be possible, it will eliminate travel costs.

ATTACHMENTS

Attachment 1 – Proposal for CAO Search and Recruitment

Proposal for CAO Recruitment Services

Town of Kirkland Lake



Submitted by:

N.G. Bellchamber & Associates Ltd.
35 Ambleside Drive
London, ON
N6G 4M3
519-671-1189
bellchamber@sympatico.ca

To: Council of the Town of Kirkland Lake

From: Nigel Bellchamber
N.G. Bellchamber & Associates Ltd.
Local Government Consultants

Subject: CAO Recruitment Proposal

Thank you for the opportunity to present a proposal for the recruitment of a new Chief Administrative Officer for the municipality.

Attached is the CAO recruitment process that I follow as appendix A. I have found that it works quite well, with the occasional modification to meet local circumstances and the nuances of positions. It contains more detail than this covering memorandum with respect to certain parts of the process, but the steps are essentially the same. It is followed by a list of Mayors who may be contacted as references and a detailed estimate of fees and expenses for this proposal

An important part of the search process, in my opinion, is the front end research and the interviews with Councillors and with staff that report directly to the CAO, plus any other key positions within the municipality. No two communities are alike in all respects, and a thorough understanding of both the community and the municipal corporation is required for a recruitment to be as successful as it can be.

I like to refer to the process as determining the right “fit”. It is very important. Fit with the nature of the work, fit with the Council, fit with the members of the Senior Management Team as a whole, fit with other direct reports, and fit with the community and its culture are all critical for success in the job.

While I normally like to do this in person in the community, the time lines on this assignment mean it will have to be done by telephone.

While advertising for applicants can begin before the above interviews are completed, the interviews enable me to “sell” the community and the position to applicants and potential applicants, using firsthand knowledge.

The advertising venues are customarily the AMCTO, MWXTRA, and OMAA electronic advertising methods. I suggest AMO and the Municipal Information Network be added for this search. Local newspapers/media are also essential in order to get word of mouth to interested

applicants with a connection to the community but who might otherwise not learn of the opportunity directly, as a good candidate with local roots may not be currently employed in the municipal sector in Ontario.

This front end work also allows me to determine not only the values, skills and behaviours that Council and the senior staff are seeking, and thus inform the shortlisting and interview processes, but also to understand the key projects that need to be addressed within the probationary period in order to gauge acceptable performance measures for a new appointee and which would form part of an employment agreement.

A suitable candidate coming from outside the municipal sector should not be ruled out. However, the myriad of transparency and accountability provisions within which municipalities operate can add difficulty to the transition for someone without local government experience of some kind.

A projected schedule and estimate of cost is appended to this memorandum.

Having been a Deputy CAO and a CAO; and Past President and subsequently the part time General Manager for the Ontario Municipal Administrators' Association for eleven years, I think I have an excellent appreciation for municipal administration as well as the role of the CAO today. I also have numerous contacts within the profession. And, in my consulting practice, I have demonstrated an ability to assist many Councils in finding CAOs and Senior Staff that "fit" as well as designing organizational structures and processes that work.

In summary, I know the CAO job well having held it and trained others. I have a solid track record in recruiting outstanding candidates and negotiating agreements with them, and I take a continuing interest in the continuing success of each and every one of them.

If you have any questions on this proposal I can be reached at 519-671-1189 or by email.

Nigel Bellchamber

N.G. Bellchamber & Associates Ltd.
35 Ambleside Drive
London, ON
N6G 4M3

bellchamber@sympatico.ca

N. G. Bellchamber & Associates Ltd

Chief Administrative Officer Recruitment Process

My usual process in assisting a Council with recruiting a new CAO proceeds with a number of steps as follows:

Step 1. Preparatory Research and Recommendations

Undertake a desk review of the municipality using sources such as Financial Statements, Statistics Canada, Municipal Website, Municipal Strategic Plan, news stories online, and recent Reports, Minutes and Agendas. Learn what potential candidates might also learn and be prepared to address any concerns they may raise.

Meet with the Head and each member of Council, and with senior staff reporting to the CAO and any other key parties to build the candidate profile. (In this case I will do this by telephone.)

Also interview the former or incumbent CAO if appropriate.

Advise Council on the appropriateness of its current compensation for the position and note if changes may be necessary to recruit a suitable candidate.

Recommend a strategy for advertising and for direct contact with key potential candidates, and propose a schedule for advertising, receipt of applications by the consultant, short listing process, interviewing, and finally negotiations leading to a likely start date for the successful candidate.

Step 2. Advertising, Calling and Shortlisting

Draft and place the advertisements, call potential candidates, receive applications, follow up with promising applicants and shortlist a group to be recommended for interviews. It is important that applications be addressed to me so that I can immediately upon receipt contact promising applicants.

Next I will meet with the Recruitment Committee to review all of the applicants and outline why short listed members are recommended for interviews, and why others are not. I would add to the shortlist any that elected officials believe should be interviewed and delete others as they determine. (Again, in Kirkland Lake's case, I ask that this task be delegated to me)

Confidentiality is critical throughout this process.

The best potential CAO candidates will likely be currently employed and not keen on having their current employers know they are seeking another job. As well, internal candidates may not come forward if they think their names will be broadcast if they are unsuccessful.

Any internal candidate that applies would normally be granted a place in the first interview group automatically.

And finally, staff who are junior to or who report to the CAO should not be involved in the hiring of their “boss” as a general principle. I have frequently been delegated the Clerk’s duties for the Committee and Council meetings and am thoroughly familiar with required procedures.

Step 3. The First Interview and Results

Develop the interview schedule with short listed applicants, prepare standard questions for Council or Committee interviewers, lead the interview process for consistency, review the candidates’ performance, and help develop a small second interview group if necessary from among the short listed interviewees following the initial interviews. Follow up with on line testing/profiling and informal reference checks as required.

Step 4. Second Interviews

Repeat the process above for second interviews. Assist Council or Committee with selection of their preferred candidate(s). If the interviewing has been done by Committee, arrange for a meeting between the preferred candidate(s) and the entire Council when negotiations have been conducted by the consultant within parameters established by Council or Committee. References will have been checked by me. Also, the results of online psychological testing/profiling may be a significant factor at this point in the process informing the second interview questions.

Step 5. The Employment Agreement

Present to Council an employment agreement with the candidate to Council following his/her interview with the Council. The agreement would include such items as compensation, moving expenses, start date, holidays, education allowance, a performance evaluation process, probationary period, and severance terms for example. The municipal solicitor’s advice is sometimes sought on this document’s form. It is important that this agreement not be distributed before Council has made it’s “first” choice. Council can still change its

position, but it is better not to have perceptions coloured by the agreement terms before the interview(s) in my experience.

General Comments and Principal Consultant Background

It is better to use a Committee rather than the entire Council, even if the Council has only five members. A Committee in that case should include the Head and Deputy Head if there is one, and perhaps one other Councillor.

Municipal staff are often not present at the meetings as they are largely conducted in camera and if the Clerk, or Deputy Clerk, is not included at a meeting the Consultant is delegated the authority to take minutes by the Clerk

Some of the municipalities I have conducted similar CAO search processes for include the Municipality of Huron East, the Town of Prescott, the Town of Haldimand, the County of Huron, the Town of the Blue Mountains, the Municipalities of Kincardine, Central Huron, Bluewater, Pelee Island, Lambton Shores, Wellington North, Guelph/Eramosa, Frontenac Islands, the Townships of North Huron, Black River-Matheson, South Stormont, Guelph Eramosa again (CAO took a new job), the Town of St. Marys, the Town of Kapuskasing, the Town of Mono, the Town of Shelburne and the Township of the Archipelago. The mayors of each of the above would, I am sure, be happy to provide a reference and a selection is listed on the next sheet.

Myself, I have been a municipal CAO and Clerk (Counties of Middlesex and Huron) and Treasurer (City of London) and worked in local government for over 30 years. My consulting practice involves training, recruiting, dispute resolution, and strategic planning, primarily for municipal councils. I also contracted as the part time General Manager of the Ontario Municipal Administrators' Association (CAOs' organization of which I am a Past President) for 11 years. I am also a former Member, Vice Chair and Chair of the Canadian Public Sector Accounting Standards Board. As Chair of its Local Government Tangible Capital Assets Task force before joining the Board I submitted the report that led to the establishment of full accrual accounting for local governments across Canada with the goal of starting municipalities on the road to asset management.

Besides assisting numerous municipal governments I have undertaken projects for the Province of Ontario and have trained extensively for AMO since 2002.

I am also a principal in the firm Amberley Gavel Ltd which does staff training, closed meeting complaint investigations for over one hundred and thirty municipalities and serves as Integrity Commissioner for several.

I believe that the variety of experience that I currently have working with municipal governments enhances my ability to assist with the critical choice required for the CAO position.

I estimate the time from date of appointment of the consultant to Council announcement of new CAO to be approximately 60 days, but Council should always assume that the successful candidate will currently be employed and need to provide another 30 days' notice to his or her employer.

I would be happy to answer any questions regarding any of the above.

Nigel Bellchamber

N.G. Bellchamber & Associates Ltd.

bellchamber@sympatico.ca

519-671-1189

**Nigel Bellchamber
N.G. Bellchamber & Associates Ltd
CAO Recruitment References**

<u>Municipality</u>	<u>Head of Council</u>	<u>Contact Info</u>
St. Marys	Mayor Al Strathdee	519-284-2340
Town of Mono	Mayor Laura Ryan`	519-941-3599
Lambton Shores	Mayor Bill Weber	519-649-6885
Guelph Eramosa	Mayor Chris White	519- 856-9951
Wellington North	Mayor Andy Lennox	519-831-9612
The Archipelago	Reeve Bert Liverance	905-649-8919

Town of Kirkland Lake
Projected Schedule and Estimated Fees and Expenses

- Nov 18 Preparation and placement of advertisements this week
Ongoing receipt of applications, follow up with candidates,
“cold calls” to prospects, review and analysis of applications.
Interview members of Council and senior staff for
development of profile this week.
- Dec 12 Applications Close. Assemble applicant packages. Meet by
telephone with interview committee and recommend shortlist.
- Dec 19 Prepare questions and on this day lead interviews with
Committee and final shortlisted candidates. **Timmins is
suggested as location for first interviews.**
- Jan 4 Having tested as appropriate, hold second interviews with
Committee, then negotiate with preferred candidate, complete
references (2.0) **Kirkland Lake is suggested location here.**
Some travel reimbursement needed for candidates.
- Jan 13 or 14 Council meets and interviews recommended candidate,
reviews agreement and draft press release. If satisfied, passes
by-law to appoint and issues release.

February 24 is likely start date for new CAO if all proceeds to plan

Estimated travel and other costs	\$ 2,500.00
Estimated advertising	\$ municipality to place ads
Testing of Candidates (at cost)	\$ 750.00
Estimated Fees x days 10.0 @ \$2500.00	<u>\$ 25,000.00</u>
Total estimated cost before HST	\$28,250.00



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-064

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** if there is a discrepancy in fee prices, the fees set out herein supersede any fees listed in any other by-law,
- 6 **THAT** this By-law takes effect on the day of its passing, and
- 7 **THAT** by-law 20-054 and all predecessor by-laws relating to the establishment of fees and charges are hereby repealed.

BY-LAW NUMBER 21-064 - being a by-law to establish user fees for the corporation of the town of kirkland lake

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY OF AUGUST, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

DRAFT

SCHEDULE A
to By-Law
21-064
TKL User Fees

ADMINISTRATION

Certified True Copies	\$20.00
Commissioner of Oath	\$20.00
Freedom of Information Requests	\$5.00
Burial Permits	\$30.00
Hawker & Peddler Licence	
1st Time Commercial Business Application	\$5,000.00
Subsequent (Consecutive) Years Application	\$1,000.00
Mobile Refreshment Vehicle Licence	\$1,000.00
Food Cart Licence	\$250.00
Lottery Licences - Raffle	3% of prize value
Lottery Licences - Break Open Tickets	3% of prize value
Lottery Licences - Bingo	\$83/session
Marriage Licences	\$125.00
Marriage Solemnization Ceremony - Civil Service	
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 more than 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

W.G TAYLOR FIRE DEPARTMENT

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. Requests must come from owner or solicitor acting on behalf of the owner.	\$ 75.00
Each follow-up inspection to verify correction of violations noted during requested retrofit inspection. (as noted above)	\$ 50.00
Administrative Services for on file records for insurance companies, lawyers and real estate companies, etc	\$ 75.00
Approval of safety plans (required under Ontario Fire Code). Including a review of applicant's plan, suggested improvements and final acceptance	\$ 85.00
Clean-up of hazardous materials (invoiced for material i.e. Oclansorb)	cost
False Alarm Response, i.e. alarm systems (Fire\$ CO), sprinkler systems and elevators	
	1st Alarm No fee
2nd Alarm within the same calendar year	\$ 150.00
3rd Alarm within the same calendar year	\$ 250.00
4th Alarm within the same calendar year	\$ 350.00
Each additional	\$ 400.00
Vehicle accident responses in the Municipality of Kirkland Lake for non-residents	\$ 365.00
Training other agencies (per hour/fire fighter)	\$ 50.00
Inspections required under the Ontario Fire Code, i.e. liquor license application, vendors permit	\$ 80.00
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 Rtesponse	\$ 450.00

ANIMAL CONTROL

Dogs*	Per day for each day dog is impounded	\$30.00
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Cats*	Per Day for each day cat is impounded	\$20.00
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* plus veterinary fees incurred.

Dog Licences --	Expire December 31 of each year	
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Dog Tag - metal	\$35.00
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Replacement Tag	\$6.00
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Senior Citizens -- upon presentation of a card issued by the Federal Government to persons sixty-five (65) years of age or more.	\$15.00
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Dog Spayed or Neutered -- upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00
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Cat Registration --	Expire December 31 of each year	
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Cat Tag - metal	\$35.00
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Replacement Tag	\$6.00
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Senior Citizens -- upon presentation of a card issued by the Federal Government to persons sixty-five (65) years of age or more.	\$15.00
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Cat Spayed or Neutered -- upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00
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PLANNING

1 Planning Act Applications

1.1 Minor Variance	\$	540.00
1.2 Consent to Sever	\$	440.00
Parkland Dedication (Payment-in-lieu) - Residential		5% of AV
Parkland Dedication (Payment-in-lieu) - Other		2% of AV
Consent Agreements	\$	305.00
1.3 Zoning Compliance Letter (per roll number)		
Regular	\$	170.00
Urgent (3 days or less)	\$	335.00
1.4 Site Plan Control Agreements (includes registration)		
Residential	\$	1,800.00
Other	\$	2,100.00
Amendment	\$	1,500.00
1.5 Zoning Amendment		
Minor (temporary, lifting of H, R1 to R2, addition of permitted use)	\$	1,300.00
Major (everything else)	\$	1,800.00
1.6 Official Plan Amendment	\$	1,800.00
1.7 Peer Review of Document submitted for Planning Act Process		cost recovery
1.8 Combined Zoning and Official Plan Amendment	\$	3,200.00
1.9 Deeming By-law (includes registration)	\$	800.00
1.10 Plan of Subdivision	\$	2,000.00
1.11 Validation of Title	\$	600.00
1.12 Release Agreement	\$	160.00

2 Leases & Encroachments

2.1 Application Fee	\$	205.00
2.2 Development of Agreement	\$	355.00
2.3 Annual Fee (based on 3.0m x 12.0m [36 sq.m.])	\$	146.00
Per 10 sq. m over 36 sq. m	\$	6.00

3 Land Sales

3.1 Surplus Land Proposal (Administration Fee)	\$	185.00
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4 Heritage

4.1 Heritage Property Listing Application	\$	475.00
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5 Permits

5.1 Signs	\$	78.00
5.2 Fences	\$	78.00
	daily	\$ 15.00
	weekly	\$ 75.00
5.3 Road Occupancy Permit	monthly	\$ 150.00

6 Office Admin

6.1 Photocopying		
letter or legal (B&W)	\$	0.25
letter or legal (colour)	\$	0.35
tabloid (B&W)	\$	0.55
tabloid (colour)	\$	1.05
6.2 Prints		
under .56 sq m (B&W)	\$	7.25
over .56 sq m (B&W)	\$	13.80
under .56 sq m (colour)	\$	10.00
over .56 sq m (colour)	\$	15.00
6.3 Digital Info on CD	\$	130.00
6.4 Zoning or OP Documents (Including Schedules) - PRINT	\$	130.00
6.5 Zoning or OP Documents (Including Schedules) - CD/USB	\$	80.00

BUILDING

1 Residential Permit		
1.1 Per \$1,000 Value	\$	9.05
1.2 Minimum	\$	210.00
1.3 Minimum - New Build	\$	1,855.00
2 Accessory Building Permit		
2.1 Per \$1,000 Value	\$	9.05
2.2 Minimum	\$	210.00
3 Group "A", "B", "D", "E", "F" Use Permit		
3.1 Per \$1,000 Value	\$	9.05
3.2 Minimum	\$	230.00
4 Demolition Permit		
4.1 Per \$1,000 Value	\$	9.05
4.2 Minimum	\$	130.00
5 Plumbing Permit		
5.1 Per \$1,000 Value	\$	9.05
5.2 Minimum	\$	220.00
6 Partial or Revised Permit		
6.1 Per \$1,000 Value	\$	9.05
6.2 Minimum	\$	155.00
7 Conditional Permit		
7.1 Per \$1,000 Value	\$	9.20
7.2 Minimum	\$	155.00
8 Change of Use Permit		
8.1 Per \$1,000 Value	\$	9.20
8.2 Minimum	\$	220.00
9 Restricted Permit	\$	155.00
10 Sign Permit		
10.1 Per \$1,000 Value	\$	9.05
10.2 Minimum	\$	160.00
11 Fee for any of the above permits if construction started prior to a permit being issued	Double Fee	
12 Fee for any final/occupancy permits within 48 hours of inspection	\$	85.00
13 Inspection for Permit > 3 years old		
13.1 Commercial	\$	125.00
13.2 Additions	\$	100.00
13.3 Accessory Structures	\$	85.00

WASTE MANAGEMENT

1 Disposal

1.1 All Waste	per m ³	\$ 13.75
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2 Exceptions

2.1 Residential Private - up to 2 m ³	per load	\$ 13.75
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2.2 Garbage Bag	per bag	\$ 3.00
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2.3 Contaminated Waste	per m ³	\$ 31.00
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2.4 Clean Wood	per m ³	\$ 4.50
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2.5 Scrap Metal	per m ³	\$ 4.50
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2.6 Ash	per m ³	\$ 13.75
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2.7 Refrigerant Containing Appliances	per unit	\$ 40.00
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3 Available for Purchase

3.1 Blue Box	per unit	\$ 5.00
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3.2 Composters	per unit	\$ 60.00
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3.3 Rain Barrels	per unit	\$ 70.00
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3.4 Blue Carts (95 Gallon)	per unit	\$ 70.00
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AIRPORT

1 Landing Fee			
1.1	0-2000 kg		\$ 18.50
1.2	0-2000 kg (if buying fuel)		\$ -
1.3	2001-5000 kg		\$ 43.00
1.4	5001 kg and over		\$ 51.50
1.5	Helicopter		\$ 44.00
1.6	Turbo Fan		\$ 158.00
1.7	Air Ambulance		\$ 300.00
2 Parking Fees			
2.1		daily	\$ 13.50
2.2	Parking Fee - 0-2000 kg	monthly	\$ 85.00
2.3		yearly	\$ 590.00
2.4		daily	\$ 22.00
2.5	Parking Fee 2000-5001 kg	monthly	\$ 138.00
2.6		yearly	\$ 1,020.00
2.7		daily	\$ 28.50
2.8	Parking Fee - over5000 kg	monthly	\$ 425.00
2.9		yearly	\$ 1,575.00
3 Hangar Fees			
3.1		daily	\$ 0.42
3.2	Per Square Metre	monthly	\$ 2.30
3.3		yearly	\$ 18.30
4 Rentals			
4.1		daily	\$ 28.75
4.2	Hangar Office	monthly	\$ 138.00
4.3		yearly	\$ 408.00
4.4	Land Lease for Hangar	yearly	\$ 880.00
5	Special Occasion	daily	\$ 410.00
6	Single Plug-In (each) - per day		\$ 13.50
7 Call-Out Charge			
7.1	Summer		\$ 150.00
7.2	Winter (Nov 1 to Apr 30) - Surface Conditions		\$ 290.00
7.3	Winter (Nov 1 to Apr 30) - Plowing		\$ 560.00
8	Stand By Fee	hourly	\$ 58.77
9	Airside Vehicle Operator Permit	annually	\$ 130.00
10	Aviation Av-Gas Mark-Up	per litre	\$ 0.53
11	Aviation Jet Fuel Mark-Up	per litre	\$ 0.42

EQUIPMENT RATES - PUBLIC WORKS

Item	Hourly Rate
1/2 TON TRUCK	\$ 36.45
3/4 TON TRUCK	\$ 37.75
2 TON TRUCK	\$ 60.75
5 TON DUMP TRUCK (Single Axle)	\$ 71.95
5 TON PLOW AND SANDER	\$ 125.75
PW - 2010 INT PLOWTRUCK 245993	\$ 71.95
5 TON PLOWTRUCK PLOW	\$ 125.75
10 TON TANDEM DUMP TRUCK	\$ 96.98
10 TON TANDEM DUMP TRUCK SANDER	\$ 125.75
TANDEM DECK-OVER FLAT BED (Utility Trailer)	\$ 20.25
4 CU.YD. LOADER & LM- 220 Snow Blower	\$ 292.80
VOLVO G960 GRADER	\$ 134.80
ELGIN PELICAN STREET SWEEPER	\$ 131.90
4X4 BACKHOE	\$ 75.80
4X4 BACKHOE & Asphalt Cutter	\$ 85.80
4X4 BACKHOE & Breaker Hoe Ram	\$ 115.75
2.5 CU. YD. LOADER	\$ 96.00
TRACKLESS MT with Attachments	\$ 80.00
GAS POWERED AIR COMPRESSOR	\$ 45.00
TRAFFIC LINE MARKER (Painting Machine)	\$ 35.00
ASPHALT ROLLER	\$ 25.00
THOMPSON BOILER (Steamer)	\$ 40.00
WACKER PLATE TAMPER - 12" Plate, Gas Powered	\$ 20.00
BOMAG BPR55/65 PACKER - 23" Plate, Diesel Powered	\$ 26.00
GENIE MANLIFT	\$ 37.50
4 CU.YD. LOADER	\$ 146.40
CUBE VAN	\$ 37.75
VACTOR 2100 + SEWER (Vacuum Truck)	\$ 339.50
PIPE THAW MACHINE	\$ 37.75
WWORKS - 1993 GORMAN MUD PUMP (Trash Pump)	\$ 195.00
WWORKS - 4" TRASH DIESEL PUMP	\$ 25.00
FLYGT & SUBERMISIBLE PUMP	\$ 25.00
RIGID 3/4 HP PIPE Cleaner	\$ 25.75
STHIL/HUSQVANA CUT OFF SAW	\$ 21.00
UNALLOCATED EQUIPMENT (Various Tools)	\$ 15.00

CEMETERY

1 Residents

1.1 Single Grave	\$ 1,125.00
1.2 Adult Burial	\$ 975.00
1.3 Cremation Grave	\$ 560.00
1.4 Cremation Burial	\$ 577.00
1.5 Scattering Gardens	\$ 422.00
1.6 Scattering Gardens Marker	\$ 324.00

2 Non-Residents

2.1 Single Grave	\$ 1,485.00
2.2 Adult Burial	\$ 1,250.00
2.3 Cremation Grave	\$ 790.00
2.4 Cremation Burial	\$ 793.00

3 Child/Infant

3.1 Child Grave	\$ 412.00
3.2 Child Interment	\$ 500.00
3.3 Infant Grave	\$ 285.00
3.4 Infant Interment	\$ 375.00

4 Monument Foundation

4.1 Single	\$ 350.00
4.2 Double	\$ 490.00
4.3 Markers	\$ 145.00
4.4 Corner Posts	\$ 145.00

5 Other Fees

5.1 Vault Storage (if buried elsewhere)	\$ 785.00
5.2 Steel Vaults/Rough Boxes (extra)	\$ 435.00
5.3 Saturday Burial (extra)	\$ 435.00
5.4 Saturday Cremation Burial (extra)	\$ 225.00
5.5 Saturday Vault Storage (extra)	\$ 275.00
5.6 Spring Burial (extra)	\$ 175.00
5.7 Double Depth Burial (extra)	\$ 445.00
5.8 Transfer of Interment Rights	\$ 165.00
5.9 Replace Lost Interment Rights Certificate	\$ 92.00
5.10 Memorial Granite Bench	\$ 780.00
5.11 After Hours Fee (Cremation)	per hour \$ 63.00
5.12 After Hours Fee (Caskets)	per hour \$ 125.00
5.13 Special Services	
Geneological Research	per hour \$ 59.00
Tree Trimming	per hour \$ 59.00
Cleaning Flat or Pillow	\$ 20.00
Cleaning Upright	\$ 40.00
Concrete Garden Edger	\$ 212.00

6 Disinterment

6.1 Casket	\$ 2,335.00
6.2 Ashes	\$ 450.00

7 Columbarium

7.1 Interment - Ashes	\$ 300.00
7.2 Disinterment - Ashes	\$ 300.00
7.3 Inscription (per niche)	\$ 700.00
7.4 Niche Only (inscription and interment extra)	Level
	F \$ 1,500.00
	E \$ 1,650.00
	D \$ 1,854.00
	C \$ 1,854.00
	B \$ 1,650.00
	A \$ 1,500.00
7.5 Family 2-Unit Niche	Actual Costs

8 Non-Residents

8.1 Interment - Ashes	\$ 380.00
8.2 Disinterment - Ashes	\$ 380.00
8.3 Inscription (per niche)	\$ 700.00
8.4 Niche Only (inscription and interment extra)	Level
	F \$ 1,900.00
	E \$ 2,065.00
	D \$ 2,270.00
	C \$ 2,270.00
	B \$ 2,065.00
	A \$ 1,910.00

JOE MAVRINAC COMMUNITY COMPLEX

Memberships		Resident	Non-Resident
Complex			
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	Student	\$334.81	\$401.77
	Includes Fitness	\$351.55	\$421.86
	Classes	\$468.73	\$562.48
	Family	\$993.71	\$1,192.45
1 Year	Student	\$478.30	\$573.96
	Includes Fitness	\$502.22	\$602.66
	Classes	\$669.62	\$803.54
	Family	\$1,419.59	\$1,703.51
Pool			
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	\$32.81	\$39.37
	Adult	\$43.75	\$52.50
	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	
Squash			
Day Rate	Student/Senior	\$1.77	
	Adult	\$1.77	
Fitness			
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
<u>Gym Passes</u>			
Student/Senior Passes (12)		\$66.40	\$79.68
Adult Passes (12)		\$88.50	\$106.20
<u>Fitness Classes</u>			
30 Minute Class		\$5.25	\$6.30
45 - 60 Minute Class		\$7.25	\$8.70
Pay as you go classes		\$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 x 3 Training (members)		\$59.50	\$71.40
2 x 3 Training (non-members)		\$110.00	\$132.00
<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
<u>One pool only - no slide</u>		
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
<u>Babysitters Course</u>		
	\$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	\$52.71	\$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)		\$0.00
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	
Student	\$37.61	
Multi-Purpose Court		
Adult	\$34.80	\$41.76
Youth	\$26.10	\$31.32
Beach Volleyball Court		
Adult	\$34.80	
Youth	\$26.10	
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	
Day Rate 1 child	\$35.00	\$42.00

2 children	\$63.00	\$75.60
3 children	n/a	
Splash & Swim Days	\$25.00	\$30.00

Memorial Benches \$1,769.91

<u>Comercial business</u>	Vendor	
Per hour (+clean up)	\$50.00	\$60.00
Per day (+clean up)	\$125.00	\$150.00

Seniors - 60 years of age and older

20% surcharge on non-residents for registered programming, rentals and memberships

**All renters must provide insurance. Insurance may be purchased through the town if required
Rates are set by Insurance company and are based on type of event and number of people**

Staff costs are charged back to the user group at actual wage plus benefits

MUSEUM OF NORTHERN HISTORY		
ADMISSIONS	Rates do not include HST	
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
GOLD PASS Memberships		
Provides free admission and access to Gallery Openings		
5% Discounts in Gift Shop		
10%/15% off room rental		
Email Updates on Exhibits, Events & Projects		
Early access to special events and activities (Craft sale, book sale, etc.)		
6 Free Passes to the Museum (Adult or Senior/Student)		
Single Membership		\$35.00
Family/Groups of Four Membership		\$50.00
Senior Membership		\$25.00
Senior Couple		\$35.00
Student Membership (must present valid school ID)		\$25.00
Group Membership (can be used for 20 people and under at one time)		\$85.00
Business Membership (for 20 people and over)		\$145.00
RESEARCH & RETAIL SERVICES		
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		\$20.00
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 (all room rentals include use of tables, chairs, water and glasses)		
Full Building Rental (Half Day - 5 hours or less)		\$555.00
Full Building Rental (Full Day - up to 10 hours)		\$752.00
(Full Building includes Billiard Room, Gallery, Dining Room Parlour, Music Room and Kitchen)		
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
PACKAGES		
Dining Room and Parlour Party Package (includes Dining Room & Parlour and Kitchen Use)		\$156.00

MUSEUM OF NORTHERN HISTORY		
LINEN & SETTINGS		
	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 FEES		
	Facility Clean Up-Post Rental (excludes clean up of renter's personal items)	
	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
A/V EQUIPMENT		
	Fee for use of any A/V equipment (use of overhead projector, screen, microphone, TV/DVD/VCR, Laptop, Podium)	\$25.00
CATERING		
	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
CONFERENCE BREAKS		
		20% above Cost
	Food, beverages, packaging supplies or other items organized by Museum staff	Price
	Popcorn/Candy Bags/Chocolate Bars (per serving)	\$1.33
OTHER		
	Development of promotional materials (includes poster design, social media advertising, free posters) PER HOUR	5 \$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 21-065

BEING A BY-LAW TO AUTHORIZE AND EXECUTE THE COLLECTIVE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KIRKLAND LAKE AND KLPFFA (KIRKLAND LAKE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION)

WHEREAS the Collective Agreement between the Corporation of the Town of Kirkland Lake and KLPFFA expired on December 31, 2019;

AND WHEREAS the parties commenced bargaining in December 2020;

AND WHEREAS a tentative agreement was reached between the parties on February 11, 2021 and a Memorandum of Settlement was signed by the parties;

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

- 1 **THAT** the Clerk is hereby authorized to execute the Collective Agreement with the KLPFFA effective January 1, 2020 to December 31, 2023, 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 10th DAY OF AUGUST, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

COLLECTIVE AGREEMENT

BETWEEN:

**Corporation of the Town of
Kirkland Lake**

- and -

**The Kirkland Lake Professional
Firefighter's Association
Local 573**

(Effective: January 1st, 2020

Terminates: December 31st, 2023)

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THIS AGREEMENT made and entered into this day of

BETWEEN:

The Corporation of the Town of Kirkland Lake

Hereinafter called (Corporation)

PARTY OF THE FIRST PART:

- and -

The Kirkland Lake Professional Firefighter's Association

Hereinafter called (Local 573)

PARTY OF THE SECOND PART

ARTICLE I - PURPOSE

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

ARTICLE II- DEFINITIONS

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

ARTICLE III- MANAGEMENT RIGHTS

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

ARTICLE IV - GRIEVANCES

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

A grievance is defined as any difference or dispute between the Corporation and any firefighter(s) or the Association, and shall be filed or submitted within fourteen (14) days of the occurrence. An earnest effort shall be made to settle any grievance fairly and promptly in the following matter:

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

Step 2: The aggrieved firefighter(s) shall submit the written grievance to the Association.

Step 3: If the Association considers the grievance to be justified, the Associations Grievance committee shall seek to settle the dispute with the Fire Chief or designate who shall hear the dispute within five (5) days of request and reply in writing with his/her decision within seven (7) days. The firefighter(s) involved may attend with the Association representatives.

Step 4: Failing settlement being reached in Step 3, the Associations Grievance committee shall submit the matter to the CAO or designate who shall render his/her decision within seven (7) days after the grievance meeting. The firefighter(s) involved may attend with the Association representatives.

Step 5: The Corporation and the Association shall jointly appoint a single arbitrator to hear and decide, in accordance with provisions of Section 53 of the Fire Protection and Prevention Act as may be amended from time to time, any dispute that has been properly referred to arbitration under this agreement.

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

ARTICLE V - DISCRIMINATION

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

ARTICLE VI - MEDICAL

6.01 The Corporation shall pay:

- i. Ontario Health Insurance Plan; 100% paid by the Corporation.
- ii. Blue Cross semi-private coverage or the equivalent; 100% paid by the Corporation.
- iii. Blue Cross Extended Health Care Plan or the equivalent; 100% paid by the Corporation.
- iv. 35 cents deductible prescription drug plan; 100% paid by the Corporation.
- v. Benefits under Dental Plan 9 Blue Cross (current ODA Schedule); 100% paid by the Corporation.
- vi. The Corporation shall continue to pay its share of the premiums for the benefits in Article 6 for a retired Firefighter from the day of the Firefighter's retirement up to the date of the Firefighter's 65th birthday or until death, whichever is first. The

- Firefighter shall pay Firefighter's share of the premium to the Corporation and if the Firefighter shall fail to pay that for thirty (30) days the Corporation may discontinue enrolment in the plans.
- vii. A Firefighter shall be provided upon retirement with a life insurance policy to a value of \$10,000, 100% paid by the Corporation.
 - ix. A Firefighter shall be provided coverage for restorative care of 50/50 maximum \$1,500/year.
 - x. A Firefighter shall be provided coverage for orthodontic care of 50/50 maximum \$2,500/lifetime.
 - xi. A Firefighter shall be provided coverage for paramedical services of \$40/visit.
- 6.02 Effective the first of the month following ratification, the employer will provide the members of the bargaining unit up to four-hundred and seventy-five dollars (\$475.00) every 24 months for each employee and each employee's dependent, upon submission of proof of payment for the purchase of or repair of eye glasses and/or an eye examination.
- 6.03 The Employer shall provide the Union with a complete copy of the Master Benefits contract. There shall be no reduction in benefits should the Employer change the carrier.
- 6.04 The Corporation shall pay the cost of obtaining medical certificates required by the Corporation.
- 6.05 The Corporation will reimburse each employee that is required by the employer to maintain a DZ license, including fees for testing, license renewal and medical examination to complete the MTO Medical Report at each age – based frequency as required by the MTO. The employee will be required to submit evidence of payment to be eligible for reimbursement.
- 6.06 All employees will receive a discount of 50% off the total cost of a membership at the Community Complex excluding any membership that includes fitness classes. Membership is non-transferable and has no cash value.

ARTICLE VII- DISCHARGE OR SUSPENSION

- 7.01 No Firefighter shall be discharged or suffer loss of pay or seniority for any breach of any code of offences against discipline now in effect, or which may be adopted by by-law of the Corporation from time to time, until the Firefighter has been given a fair hearing.
- 7.02 Notwithstanding the provisions of any such code setting out the method of dealing with offences against discipline, before any punishment is imposed involving discharge, reduction or forfeiture of pay, reduction in rank or seniority, the Fire Chief shall notify the Firefighter charged and Local 573 in writing, giving details of the charge, and at the request of the Firefighter charged, two officers of Local 573 shall be permitted to be present at the hearing.
- 7.03 No Firefighter shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, a single arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the single arbitrator is deemed to be just and reasonable.

- 7.04 Warning and disciplinary notices shall be in writing and be part of an employee's file for a maximum of twenty-four (24) months from the date of issue.

ARTICLE VIII- SICK LEAVE AND LEAVE OF ABSENCE

8.01

- a) Effective May 1, 1996, the Corporation shall provide to the members of Local 573 a sick leave plan in accordance with that provided the Corporation's administrative/ management employees. A copy of said plan is attached as Schedule "A" to this agreement.
- b) For the purpose of elimination days members of Local 573 shall be granted 2 days leave. Said days shall if not used in the year in which credited shall be carried to subsequent year(s).
- c) Members of Local 753 shall be granted access to their sick leave bank up to thirty-six (36) hours in any calendar year in the event of unforeseen medical emergency or serious illness/injury to spouse, child or parent.

ARTICLE IX - TRAINING

- 9.01 It is agreed that providing the normal strength of the department is not depleted by illness or other emergency and as a result, personnel cannot be spared from duty, two Firefighter's selected by the Fire Chief shall at the expense of the Corporation attend the Ontario Fire College each year. It is agreed that such selections shall be made by the Fire Chief not later than thirty (30) days before the opening of such training school.

Note: Letter of Understanding relative to this article is attached.

- 9.02 A Firefighter who volunteers to attend training activities, including demonstrations, outside of the normal scheduled work time will be compensated at the rate of straight time or time off at straight time.
- 9.03 Firefighter's are to be free of duty on weekends before commencement and on the weekend after completion of courses sanctioned by the Fire Chief, provided that no additional costs are created by replacement of members attending such functions. The attendance of all courses is to be sanctioned by the Fire Chief.
- 9.04 Firefighter's attending any courses under the jurisdiction of the Ministry of the Solicitor General shall receive a \$12.00 per day incidental allowance.
- 9.05 The employer will make the necessary changes to the agreement to ensure that the bargaining unit members are covered by Workers' Compensation or town insurance while travelling to or from all courses sanctioned by the Fire Chief.
- 9.06 Any course out of town for which full mileage for privately owned automobile is not paid by the organizing agency, such member will be reimbursed by the Corporation the difference in mileage at the current town rate.

ARTICLE X - ANNUAL VACATIONS

- 10.01 Firefighter's shall be entitled to vacation and payment for same according to the

following schedule:

- i. Firefighter's with less than one year's service - as per the Employment Standards Act.
- ii One year or more - 8 days without loss of pay.
- iii. Three years or more - 12 days without loss of pay.
- iv. Ten years or more - 16 days without loss of pay.
- v. Seventeen years or more - 20 days without loss of pay.
- vi. Twenty-seven years or more – 24 days without loss of pay

10.02 That a Firefighter be allowed to take vacation if he or she so chooses 1 day at a time subject to prior appropriate notice and approval to/by the Fire Chief.

10.03 A vacation and statutory holiday carry over policy relative to this agreement appears as Schedule B and forms part of this agreement.

ARTICLE XI - STATUTORY HOLIDAYS

11.01 Each Firefighter shall be entitled to thirteen (13) days time off in lieu of statutory holidays. These days may be taken separately if he or she so desires provided that such days must be taken before the beginning of the annual vacations for the year next following, and provided that they must be taken only with permission of the Fire Chief. A Firefighter shall be entitled to one further day off in lieu of statutory holidays (i.e., a fourteenth day) provided that a further day is proclaimed by the National, Provincial or Municipal Government.

11.02 The thirteen (13) days referred to in Article 11.01 are representative of:

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

ARTICLE XII - WORKING HOURS

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

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

12.02 24 Hour Shift ground rules as follows:

1. Four Platoons with two members. Two swing persons. One on each side. This means

- two groups of five persons per side.
2. Fire Chief needs four days previous notice for stats and holidays to inform swing person.
 3. All staff must take full shifts off (24 Hrs.), no half shifts unless working with three persons. There must be consent of all five persons
 4. June, July and August are prime vacation months. Vacation list posted and must be completed by May 31 of each year. No more than two weeks booked at a time. Once consensus with same side staff (five Persons) has been reached there will be no changes or cancellations. If vacation time remains open, you may book additional time off with staff consent.
 5. Only one person per side off at one time. Shift exchanges must be arranged if time needed at this same time.
 6. Fire Chief will make final decision if there is no agreement among staff
 7. No platoon changes during prime months
 8. All vacations/stat time off will be double days (one 24 hr shift equals two stat/vacation days)
 9. Shifts will commence and terminate at 0800 Hrs.
 10. On call time owing will be double (i.e. 3 hrs.)
- 12.03 Any employee reporting late for work or quitting early shall forfeit fifteen minutes pay for being late from 3 to 15 minutes, 30 minutes pay for being late from 16 to 30 minutes and so on if arrangements are not agreed upon by another firefighter.

ARTICLE XIII - SALARY

13.01

- a) Effective January 1, 2020 to December 31, 2023 the following shall be the schedule of salary commencing January 1, 2020 and continuing for the balance of the period covered by this agreement:

Classification	January 1, 2008	July 1, 2008	January 1, 2009	July 1, 2009
Platoon Chief (115% of 1st Class)	70,240.27	71,278.31	73,008.36	74,738.42
Captain (110% of 1st Class)	67,186.07	68,178.97	69,833.79	71,488.62
First Class	61,077.16	61,979.78	63,484.14	64,988.50
Second Class	56,539.10	57,374.66	58,767.25	60,159.83
Third Class	52,709.50	53,488.46	54,786.72	56,084.98
Fourth Class	50,334.85	51,078.72	52,318.49	53,558.27
Probation	41,188.54	41,797.24	42,811.73	43,826.23

Classification	January 1, 2010	July 1, 2010	January 1, 2011	January 1, 2012
Platoon Chief (115% of 1st Class)	77,160.50	79,582.58	80,501.79	83,951.86
Captain (110% of 1st Class)	73,805.38	76,122.15	77,001.38	80,301.44
First Class	67,094.61	69,200.72	70,000.00	73,000.00
Second Class	62,109.46	64,059.08	64,798.99	67,576.09

Third Class	57,902.55	59,720.12	60,409.90	62,998.90
Fourth Class	55,293.95	57,029.64	57,688.35	60,160.70
Probation	45,246.52	46,666.82	47,205.83	49,228.94

Classification	October 1, 2012
Platoon Chief (115% of 1st Class	88,319.66
Captain (110% of 1st Class)	84,479.32
First Class	76,798.00
Second Class	71,091.89
Third Class	66,276.57
Fourth Class	63,290.71
Probation	51,790.20

Classification	January 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016
Platoon Chief (120% of 1st Class	90,967.30	93,696.25	97,163.50	100,785.40
Captain (115% of 1st Class)	87,012.20	89,622.50	92,939.00	96,377.60
First Class	79,102.00	81,475.00	84,490.00	87,616.00
Second Class	73,224.65	75,421.39	78,211.98	81,105.82
Third Class	68,264.87	70,312.81	72,914.39	75,612.22
Fourth Class	65,189.43	67,145.11	69,629.48	72,205.77
Probation	53,343.91	54,944.22	56,977.16	59,085.31

Classification	January 1, 2017	January 1, 2018	January 1, 2019
Platoon Chief (120% of 1st Class	103,276.90	105,683.85	107,797.55
Captain (115% of 1st Class)	98,786.60	101,088.90	103,110.70
First Class	89,806.00	91,899.00	93,737.00
Second Class	83,133.47	85,070.48	86,771.89
Third Class	77,502.53	79,308.33	80,894.50
Fourth Class	74,010.92	75,735.37	77,250.08
Probation	60,562.45	61,973.55	63,213.02

Classification	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
Platoon Chief (20% of 1st Class	\$114,171.67	\$115,884.24	\$117,912.22	\$119,680.90
Captain (15% of 1st Class)	\$109,414.51	\$111,055.73	\$112,999.21	\$114,694.19
First Class	\$95,143.06	\$96,570.20	\$98,260.18	\$99,734.08
Second Class	\$88,073.47	\$89,394.57	\$90,958.98	\$92,323.36
Third Class	\$82,107.92	\$83,339.54	\$84,797.98	\$86,069.95
Fourth Class	\$78,408.83	\$79,584.96	\$80,977.70	\$82,192.37
Probation	\$64,161.22	\$65,123.63	\$66,263.30	\$67,257.25

- b) Progression from Probationary Firefighter to First Class Firefighter shall be on the anniversary date of the Firefighter subject to conditions as disclosed in Article 18.03 (i) of this agreement. Progression being from Probationary Firefighter, to Fourth Class Firefighter, to Third Class Firefighter, to Second Class Firefighter, to First Class Firefighter.
 - c) A person acting as a Platoon Chief shall receive for each shift so worked in that capacity the differential in pay between a First Class Firefighter and a Platoon Chief's wages per shift.
- 13.02 A working shift when computed for overtime shall be computed on the basis of one over 91, (the number of regular yearly shifts of a Firefighter's annual salary).
- 13.03 First Class to be maximum, with the amounts set forth in Article 13.01 representing basic rates.
- 13.04 In the absence of any Platoon Chief, Chief or Deputy Chief, a full time Firefighter designated by the Fire Chief as in charge of a platoon shall receive the same rate of pay for each shift so worked, that a Platoon Chief would have otherwise earned.
- 13.05 That a Platoon Chief be in charge of each of the four platoons.
- 13.06 Retroactivity in respect of direct wages is to be provided on the basis of all paid hours. Payment is to be made within sixty (60) days of the date hereof. Any Firefighter who has left the employ of the Employer in the period since January 1, 2008 is to be notified of his/her retroactivity entitlement at his/her address on file within thirty (30) days of the date hereof and shall reply within a further thirty (30) days.

ARTICLE XIV - RECOGNITION PAY

- 14.01
- a) Effective January 1, 2010, provide for all bargaining unit employee's recognition pay of: 2%, 4%, 6% after 8, 17, and 23 years of service respectively.
 - b) Effective January 1, 2012, provide for all bargaining unit employee's recognition pay of: 3%, 6%, 9% after 8, 17, and 23 years of service respectively.

ARTICLE XV - PENSIONS

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

ARTICLE XVI- GROUP INSURANCE

- 16.01 Every Firefighter shall be entitled to benefit from a group insurance policy provided at no cost to the said Firefighter as follows:

At no cost to the Firefighter, the Corporation shall provide to all members by contract with the insurer under the Insurance Act of Ontario and selected by the Corporation, group life insurance with A.D. & D. in the amount equal to two (2) times the annual salary of each Firefighter such amount of insurance to be rounded to the nearest

\$1,000.00.

Accidental death and dismemberment to include line of duty death to occupational disease as determined by the Work Place Safety, and Insurance Board.

ARTICLE XVII- UNIFORMS

17.01 Firefighter's shall be issued with the following:

All Firefighter's shall have an annual clothing point allotment of fifty (50) points. It is the responsibility of each Firefighter to make sure he or she has sufficient quantities of each item of clothing that he or she wears while at work. Clothes worn at work shall be in a state of good repair and appearance. All clothing issued by the Corporation shall be worn only while performing his or her duties at work.

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

Item	Dollar Value	Points
Tactical Pants	68	9
Uniform Shirt	50	7
T-Shirt	25	4
Navy Sweatshirt	30	4
Coveralls	50	6
Winter Parka	380	50
Medical Coat	300	38
Winter Hat	40	5
Uniform Hat	60	8
Tunic	185	23
Dress Pant	115	14
Dress Shirt	30	4
Tie	8	1
Pully Wooly Sweater	58	8
Mock Turtleneck	24	3
Blue dress pants	68	9
Utility Belt	45	6
Dress Belt	13	2
Job Shirts	85	12
Shorts	26.25	4
Cool Wick T-Shirts	21.28	3

17.02 Following confirmation of the rank of fourth class Firefighter, he or she shall be issued:

2 Tactical pants
2 Work shirts
2 T-shirts

1 Pully Wooly sweater
1 Winter parka
1 Medical coat
1 Navy sweatshirt
1 coverall
1 Tie
1 Uniform hat
Uniform consisting of 1- tunic, 1 – dress pant, 1 blue dress shirt

An order form shall be given to the employee within seven days of confirmation of the rank of fourth class, and same form shall be returned to the Chief within fifteen days and ordered as soon as possible.

- 17.03 Firefighter's shall be issued a general cheque in the amount of the lesser of \$200.00 or the amount of the receipt for the reimbursement for the purpose of safety shoes / dress shoes. Reimbursement shall be made to the Firefighter upon the presentation of a receipt indicating the purchase of safety shoes / boots or dress shoes as approved by CSA and or black dress shoes. Receipts must be presented by December 15 of each calendar year to be honoured for reimbursement.
- 17.04 When required by Firefighter due to damage or being worn out the Chief shall issue one ball cap with Fire Service insignia, one pair of winter gloves or mitts, and one wallet with badge. These items shall be issued to new Firefighter after the rank of fourth class has been confirmed.
- 17.05 The Corporation agrees to bear the cost of repairing or replacing any clothing issued by the Corporation which a full-time Firefighter has damaged on duty upon presentation of the damaged clothing.
- 17.06 Firefighter's shall be given a Boot Allowance of One Hundred and Seventy-Five Dollars (\$175) per year with a submitted receipt. The member may submit the same receipt for two years when boots are over Four Hundred Dollars (\$400) in value.
- 17.07 All new hires shall be given two (2) sets of station wear. The cost of the station wear will be recovered by the Corporation should employment terminate within the first year.
- 17.08 The Corporation will provide epaulettes without using points.

ARTICLE XVIII - PROMOTIONS AND SENIORITY

- 18.01 All promotions in the department will be based on skill, knowledge and ability but when these factors are equal between candidates, preference will be given to the Firefighter with the greatest seniority. In determining a Firefighter's seniority for promotion purposes, seniority will be calculated from the date of entry or re-entry to the department (except on re-entry after accident or illness when it will be from the date of original entry).

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

- a) Completion of the Fire Technology course or the Company Officer Diploma Program at the Ontario Fire College, skill competence, efficiency, training, experience and general work record with the Fire Services including any exams leading to the position for which application is made;
- b) Medical fitness;
- c) Passing of examinations set by the Fire Chief for the purpose of the intended promotion and appearance for interview before a three-person neutral board of the intended promotion.

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

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

- 18.02 Notwithstanding the foregoing paragraph, every Firefighter for the first year of employment shall be considered to be on probation. At the first regular meeting of council after the completion of the probationary period of one year, the Fire Chief shall recommend to council confirmation in the Firefighter's rank as Fourth Class Firefighter or the Firefighter's dismissal and council shall forthwith accept or reject the recommendation.

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

18.03

- i. All Firefighter's with less than five (5) years' service shall pass a yearly exam to be set as close as practicable to the Firefighter's anniversary date and attaining a minimum of sixty-five percent (65%) before they are qualified to move up to the next classification. If the Firefighter fails to pass the required exam, the Firefighter may ask the Fire Chief to set another exam not less than ninety (90) days from the previous exam.
- ii. The adjustment in pay shall commence on the day the anniversary date of the Firefighter.

ARTICLE XIX - DELEGATE TO FIREFIGHTER'S ASSOCIATION FUNCTIONS

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

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

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

ARTICLE XX - MODIFIED RAND FORMULA

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

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

- 20.02 Firefighter's shall become covered by this Article on the thirtieth (30th) day following commencement of a probationary period.
- 20.03 Nothing in this Article shall be construed as forcing a Firefighter to join Local 573 or prevent suspension from Local 573 for just cause in accordance with Local 573 constitution and by-laws. Any fire fighter who is now a member or who becomes a member or is reinstated as a member shall, as a condition of employment, maintain such membership in good standing.

ARTICLE XXI - FIRE PROTECTION AND PREVENTION ACT (1997)

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

ARTICLE XXII - STAFFING CLAUSE

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

The letter of understanding dealing with replacement of Full-time Firefighter's is renewed for the life of this agreement.

ARTICLE XXIII- BEREAVEMENT LEAVE

- 23.01 The Firefighter, after three months of employment shall be granted three days leave of absence without loss of pay when the death occurs for the Firefighter's immediate family as described herein:

Immediate Family - Father, mother, spouse, spouse's parents, sister, brother, son, daughter, grandmother, grandfather, grandchild, daughter-in law, son-in law, sister's spouse, brother's spouse or other relative living with the Firefighter.

Firefighter's days off will be included in any of those days free from duty.

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

ARTICLE XXIV - CHANGES

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

ARTICLE XXV - COURT TIME

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

ARTICLE XXVI - CALL BACK

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

26.02 All call backs shall be paid at a minimum of two (2) hours. Also in the event a Firefighter is recalled to replace a Firefighter who is off sick, on statutory leave, or on vacation, these call backs shall be paid at one and one-half (1½) times the hourly rate.

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

Note: Letter of Understanding relative to this article is attached.

ARTICLE XXVII- TECHNOLOGICAL CHANGE

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

ARTICLE XXVIII - LAYOFFS

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

Upon recall - last out, first in.

ARTICLE XXIX - INDEMNIFICATION

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

ARTICLE XXX - DURATION

- 30.01 This agreement is to remain in force from the 1st day of January 2020 up to and including the 31st day of December 2023 and shall be renewed thereafter as covered in the *Fire Protection and Prevention Act (1997)*, as amended.

ARTICLE XXXI - JOB DESCRIPTIONS

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

ARTICLE XXXII - NO CONTRACTING OUT

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

ARTICLE XXXIII - POSTING OF VACANCIES

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

ARTICLE XXXIV - MATERNITY AND PARENTAL LEAVE

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

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

Completion this day of

FOR THE CORPORATION OF THE
TOWN OF KIRKLAND LAKE

K. J. J. H. R.
Robert Adair

FOR THE KIRKLAND LAKE
PROFESSIONAL FIRE FIGHTER'S
ASSOCIATION Local 573

D. J. J. H. R.
Chris Kagan
R. J. J. H. R.

Letter of Understanding
Between
the Corporation of the Town of Kirkland Lake
and the
Kirkland Lake Professional Firefighter's Association

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

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

Completed this 23rd day of January 2001.

This agreement dated January 23, 2001.

Signed on Behalf of the

TOWN OF KIRKLAND LAKE

Signed on Behalf of the

**KIRKLAND LAKE PROFESSIONAL
FIREFIGHTER'S ASSOCIATION**

Sign by _____

William (Bill) Enouy, Mayor

Signed by _____

Randy Bukovec, President

Signed by _____

Morley E. Bowes, CAO

Signed by _____

Danny Sasseville, Secretary

Letter of Understanding
Between
the Corporation of the Town of Kirkland Lake
and the
Kirkland Lake Professional Firefighter's Association

The Corporation at this time will not replace the two Full-Time Firefighter's that have recently left the Kirkland Lake Fire Services. The Kirkland Lake Fire Services will maintain a staffing level of 10 members (excluding the Fire Chief). At this time no members presently employed will lose his position with the Kirkland Lake Fire Services.

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

Completed this 16th day of April 2002.

Signed on Behalf of the

TOWN OF KIRKLAND LAKE

Signed on Behalf of the

**KIRKLAND LAKE PROFESSIONAL
FIREFIGHTER'S ASSOCIATION**

Signed by _____
William (Bill) Enouy, Mayor

Signed by _____
Randy Bukovec, President

Signed by _____
Morley E. Bowes, CAO

Signed by _____
Danny Sasseville, Secretary

Letter of Understanding
Between
the Corporation of the Town of Kirkland Lake
and the
Kirkland Lake Professional Firefighter's Association

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

This Letter of Understanding shall be for a trial basis for a 12-month period and thereafter shall be fully completed and ended unless extended by mutual agreement.

Completed on this day of

Signed on Behalf of the

TOWN OF KIRKLAND LAKE

Signed on Behalf of the

**KIRKLAND LAKE PROFESSIONAL
FIREFIGHTER'S ASSOCIATION**

Mayor, William (Bill) Enouy

Chair, Steve Fry

CAO, Morley E. Bowes

Member, Jody Gavin

Member, Dan Sasseville

Letter of Understanding
Between
the Corporation of the Town of Kirkland Lake
and the
Kirkland Lake Professional Firefighter's Association

Upon a member passing his or her probationary period under the terms of the collective agreement, the chief shall use his or her best endeavours to enrol the member at the Ontario Fire College, having regard to the needs of other members currently enrolled in the course, and budgetary restrictions and deployment of the force.

Completed on this day of

Signed on Behalf of the

TOWN OF KIRKLAND LAKE

Signed on Behalf of the

**KIRKLAND LAKE PROFESSIONAL
FIREFIGHTER'S ASSOCIATION**

Mayor, William (Bill) Enouy

Chair, Steve Fry

CAO, Morley E. Bowes

Member, Jody Gavin

Member, Dan Sasseville

Letter of Understanding
Between
the Corporation of the Town of Kirkland Lake
and the
Kirkland Lake Professional Firefighter's Association

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

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

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

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

- Positive and not punitive in design
- Require mandatory participation by all members once implemented
- Allow for age, gender and position in the department
- Allow for on-duty-time participation utilizing facilities provided or arranged by the employer
- Provide for rehabilitation and remedial support for those in need
- Contain training and education components
- Be reasonable and equitable to all participants

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

- SCHEDULE "A" -

SALARY CONTINUANCE AND LONG TERM DISABILITY PROGRAM

A) TERMINATION OF EXISTING SICK-LEAVE BY-LAW

- i) Employees with ten (10) years or more service.
 - 1) All employees' sick leave credits to be frozen at today's pay rates by applying the provisions of the existing By-law, subject to any restrictions imposed by Federal or Provincial Statutes.
 - 2) The vested amounts as calculated in 1) above will be increased annually in accordance with formula below. The interest factor will be the average rate of interest on one year term deposits at the Town's chartered bank.

Formula: Formula for payout of sick leave on the employee's retirement or termination:

$$\text{Payout} = \text{Frozen Amount} + \left[\text{Frozen Amount} \times \frac{\text{Average Annual Deposit Rate}}{36} \times \text{Day After Dec. 14, 1997} \right]$$

- 3) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.
- 4) Employees may have additional sick-leave days accumulated over and above the amount of days required to bring them to the maximum vested amount as calculated in A i) 1). The excess days will be frozen and available for draw-down to cover the salary continuance elimination period.
- ii) Employees with less than ten (10) years service.
 - 1) Employees' sick-leave credits to be frozen at today's salary levels (Accumulated days of sick-leave multiplied by present regular rate of pay).
 - 2) Once the employee attains ten (10) years of service, the above credits will be converted to cash equivalent payout under the provisions of Bylaw 1273. That is, the amount calculated in A) ii) 1) multiplied by twenty-five (25%) percent.
 - 3) After the employee reaches ten years of service, the vested amount calculated in A) ii) 2) will be increased in accordance with the formula in A) i) 2) above. The interest factor will be the average rate of interest on one year term deposits at the Town's chartered bank.
 - 4) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.

- 1) Eligibility
Full-time permanent employees who are actively at work on the date of plan

implementation. Subsequently all employees who have been hired on a permanent basis and who have successfully completed the probationary period.

2) Cost

Cost of the plan will be paid 100% by the Municipality.

3) Elimination Period

i) Sickness

Payments to commence on:

- a) First day for first absence in calendar year.
- b) Second day for second absence in calendar year.
- c) Third day for third absence in calendar year.
- d) Fourth day for fourth and subsequent absences in a calendar year.

ii) Accident

Payments commence immediately.

iii) Hospitalization

Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in 3) i) above.

4) Benefits

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

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

5) Definition of Disability

i) Covers permanent full-time employees who are prevented from performing their own occupation as a result of a non-occupational sickness or accident.

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

6) Reporting Requirements

- i) A Medical Certificate from a qualified Medical Doctor is required for periods of disability exceeding one and a half (1.5) shifts to be presented upon return to work.
- ii) Irregardless of the duration of disability, an employee must see a Medical Doctor within five (5) calendar days of the commencement of disability and a medical certificate is required to be presented to the Employer within five (5) calendar days of the commencement of disability.
- iii) For absences exceeding a period of five (5) working days, the Municipality may request that the claim be reviewed by a third party appointed by the Municipality.

7) Limitations

- i) Benefits will not commence while an employee is on lay-off or unauthorized leave of absence.
- ii) The Municipality shall have the right to reduce benefits payable by all income (including Canada Pension Benefits) received from other sources as a result of the disability.
- iii) Payments will not be made by the Municipality for absences resulting from occupational related sickness or accident.

B) LONG TERM DISABILITY PLAN

Eligibility

Full-time Permanent Employees are eligible.

Elimination Period 26 weeks

- ii) Benefit 70% of salary to a maximum of \$7,000 monthly
- ii) Offsets All income received from other sources will reduce the LTD payments (includes CPP and WCB payments)

2) Definition of Disability

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

- SCHEDULE "B" -

VACATION AND STATUTORY HOLIDAY CARRY-OVERS

VACATION CARRY-OVERS POLICY

It is agreed between the Corporation and **Local 573** that all vacation and statutory vacation entitlements will be taken during the year in which they accrue. Members are expected to take their vacation time each year. Members can carry over a maximum of 7 days of vacation time. Any vacation time that is not used in a vacation time entitlement year and that is not eligible to be carried over, will be lost. Any vacation pay liability owed, will be paid out.

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

ACCUMULATED VACATIONS PRIOR TO DECEMBER 31, 1998

Effective January 1, 1999, vacation payouts will be provided for those persons having vacation carry-overs in excess of 7 days. The vacation carry-overs considered excess prior to December 31, 1998 (i.e. more than 7 days) shall be paid over a period of five years at the rate of 1/5 per year if the days are not used. Payment shall occur on June 1 over the next five years, thereby requiring payment on June 1, 1999; June 1, 2000; June 1, 2001; June 1, 2002; June 1, 2003.

Example 1

Excess Unused Holidays at December 31, 1998	10 days
1999 Entitlement -	15 days
(Includes both statutory & holiday days)	
1999	
Jan 1 - June 1, 1999	4 days used
June 1 - Dec 31, 1999	6 days used

Therefore:

Excess Bank

Opening Balance	10 days
Days Utilized (Jan - June)	<u>(2)</u> days
Remaining Balance Dec 31	8 days
(To be paid 2 days per year over 4 years)	

Regular Holidays

1999 Entitlement	15 days
Days Utilized	(Jan - June) (2)
	(July-Dec) <u>6</u> days
	7 days
Maximum Carry-Over	<u>7</u> days
Days Paid out - Dec 31	<u>0</u>

Nothing precludes the employee from using the excess bank in it's entirety subject to Fire Chief's approval.

Example 2

Excess Unused Holidays at December 31, 1998	10 days
---	---------

1999 Entitlement - 1
(Includes both statutory and holiday days)

5 days

1999

Jan 1 - June 1, 1999

0 days used

June 1 - Dec 31, 1999

7 days used

Therefore:

Excess Bank

Opening Balance

10 days

Days Utilized

(Jan - June) 0 days

Days Available at June 1

10 days

Payout - June 1

2 days

Remaining Balance

8 days

Regular Holidays

1999 Entitlement

15 days

Days Utilized

(7) days

Remaining Days

8 days

Maximum Carry-Over

7 days

Payout - Dec 31

1 day

ABNORMAL REQUESTS

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



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-066

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A
TRANSFER PAYMENT AGREEMENT WITH THE MINISTRY OF INFRASTRUCTURE
FOR RETROFIT OF ICE PLANT UNDER THE ICIP COVID-19 RESILIENCE
INFRASTRUCTURE STREAM**

WHEREAS On October 28, 2020, Ontario announced the COVID-19 Resilience Infrastructure Stream ("COVID stream") under the Investing in Canada Infrastructure Program (ICIP) in Ontario, providing \$250 million in combined federal-provincial funding dedicated to local governments across the province;

AND WHEREAS Kirkland Lake's allocation was identified as \$203,191 for this new stream, for a project that met the funding criteria;

AND WHEREAS staff submitted an application to the Program for Retrofit of Ice Plant in the Recreation Complex on December 21, 2020;

AND WHEREAS staff have been notified on April 8, 2021 that the Investing in Canada Infrastructure Program application for the pre-determined allocation of \$203,191, was approved;

AND WHEREAS the Ministry of Infrastructure has requested signing of a Transfer Payment Agreement, which contains a framework for the transfer of provincial and federal funds to Ontario municipalities;

**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 Ministry of Infrastructure for Retrofit of Ice Plant in Recreation Complex under the ICIP COVID-19 Resilience Infrastructure stream – Local Government Intake totaling up to \$203,191, 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 10th DAY
OF AUGUST, 2021.**

Pat Kiely, Mayor

Meagan Elliott, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of The Town of Kirkland Lake

(CRA# 119384808)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
 - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
 - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
 - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
 - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
 - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

CORPORATION OF THE TOWN OF KIRKLAND LAKE

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Total Financial Assistance” means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 Revenue from Assets. If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient’s allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

- A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

- A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit Email: ICIPCOVID@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Treasurer Address: 3 Kirkland Street/Rue West/Ouest, ON, Kirkland Lake, P2N3P4 Email: keith.gorman@tkl.ca

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 Province’s and Canada’s Consent. Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1466208309	Retrofit of Ice Plant in Recreation Complex	03/24/2021	\$203,191.00	\$162,552.80	80%	\$40,638.20	20%

(b) Project Description

- (i) Project - Retrofit of Ice Plant in Recreation Complex, case # 2020-11-1-1466208309.

This project will upgrade the current arena ice plant in the Municipally owned Recreation Complex built in 1977. The upgrade will prevent shut down of the only arena in the municipality due to inability to obtain insurance and will allow all ages to participate in hockey, figure skating, and recreational skating.

The project scope includes replacement of chiller with plate and frame heat exchange and matching surge drum, cold floor headers and two (2) 75hp compressors.

The project outcome will ensure 21,090 visits to the arena each season, increased safety, reduce ammonia NH3 charge by 200-250 lbs and eliminate chance of cross contamination between NH3 and brine.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
 - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-067

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD AUGUST 10, 2021**

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

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

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

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 10th DAY
OF AUGUST, 2021.**

Pat Kiely, Mayor

Meagan Elliott, Clerk