



# AGENDA

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Council Chambers  
November 17, 2020  
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 November 17, 2020 beginning at 4:40 p.m. be approved as circulated to all Members of Council.*

3. **Declaration of Pecuniary Interest**

4. **Petitions and Delegations**

5. **Acceptance of Minutes and Recommendations**

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

- *Minutes of the Regular Meeting of Council held November 3, 2020*

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

6.1 COVID-19 Update, Verbal  
Ric McGee, CAO

*BE IT RESOLVED THAT the verbal update titled “COVID-19 Update” be received.*

6.2 Vacant Seat  
Meagan Elliott, Clerk

*BE IT RESOLVED THAT \_\_\_\_\_*

6.3 Award of RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill  
Richard Charbonneau, Waste Management Manager

*BE IT RESOLVED THAT Report Number 2020-DEV-057 entitled “Award of RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill”, be received,*

*THAT Council hereby awards RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill to Premier Recycling Timmins in the amount of \$75.00/tonne, and*

**PLEASE NOTE: All items on this Agenda are for Council’s consideration and will be voted on at the meeting.**

*THAT staff is hereby authorized to execute the necessary documents to complete the terms of RFQ-560-20.*

- 6.4 Agreement for the Collection of Used Consumer-Type Portable Batteries  
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

**BE IT RESOLVED THAT** Report Number 2020-DEV-059 entitled “**Agreement for the Collection of Used Consumer-Type Portable Batteries**”, be received, and

*THAT staff be directed to prepare and present a By-law to authorize the Mayor and Clerk to execute an agreement with Call2Recycle Canada Inc., for the collection of used consumer-type portable batteries.*

- 6.5 Letter of Intent to Commit Funding to the Central Ortho - Photography Project 2021  
Ashley Bilodeau, Director of Development Services

**BE IT RESOLVED THAT** Report Number 2020-DEV-060 entitled “**Letter of Intent to Commit Funding to the Central Ortho - Photography Project 2021**”, be received,

*THAT Council for the Corporation of the Town of Kirkland Lake hereby commits to allocate funding to the Ontario Ministry of Natural Resources and Forestry for the Central Ontario Ortho - Photography Project (COOP) 2021 in an amount not to exceed \$2,000.00 to be placed in the 2022 Budget, and*

*THAT the Mayor is hereby authorized to sign the Letter of Intent.*

- 6.6 Code of Conduct – Building Officials Policy Review  
Ashley Bilodeau, Director of Development Services

**BE IT RESOLVED THAT** Report Number 2020-DEV-058 entitled “**Code of Conduct - Building Officials Policy Review**” be received,

*THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the revised Code of Conduct for Building Officials as presented, and*

*THAT staff be directed to insert the approved policy into the Corporate Policy Manual and upload the Code of Conduct for Building Officials to the Town’s website.*

7. **Consideration of Notices of Motion**

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

- By-Law 20-072                      Being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of Part 1 54R-6159, a property located adjacent to 26 Dixon Avenue to Theodore and Brenda Bukowski

***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 20-072, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of Part 1 54R-6159, a property located adjacent to 26 Dixon Avenue to Theodore and Brenda Bukowski***

**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**

12.1 Broadband, MPP John Vanthof

***BE IT RESOLVED THAT*** the correspondence from MPP John Vanthof be received.

12.2 AMO Conference Follow-Up, Solicitor General Sylvia Jones

***BE IT RESOLVED THAT*** the correspondence from Solicitor General Sylvia Jones be received.

12.3 Integrity Commissioner Report

***BE IT RESOLVED THAT*** \_\_\_\_\_

**13. Closed Session**

***BE IT RESOLVED THAT*** Council move into a Closed Session pursuant to Section 239(2) to discuss 1 land disposition matter, 1 labour relation matter, and 1 matter that is subject to client solicitor privilege.

13.1 Minutes of the Closed Session of Council held November 3, 2020

13.2 Request to Purchase – McKelvie Ave.  
Ashley Bilodeau, Director of Development Services

13.3 ONA Negotiations – Mandate  
Kassandra Young, Human Resources Supervisor

13.4 Legal Opinion  
Ric McGee, CAO

**14. Matters from Closed Session**

**15. Confirmation By-Law**

By-law 20-088                      Being a by-law to confirm the proceedings of Council at its meeting held November 17, 2020

***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 20-088, being a by-law to confirm the proceedings of Council at its meeting held November 17, 2020.***

**16. Adjournment**

***BE IT RESOLVED THAT** Council adjourn the November 17, 2020 Regular Meeting of Council.*



# MINUTES

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Council Chambers  
November 3, 2020  
4:40 p.m.

## Attendance

Mayor: Pat Kiely  
Councillors: Casey Owens  
Stacy Wight  
Eugene Ivanov  
Rick Owen  
Patrick Adams  
Absent: Dennis Perrier \*seat declared vacant at this meeting  
Staff: Chief Administrative Officer: Ric McGee  
Clerk: Meagan Elliott  
Director of Corporate Services: Keith Gorman  
Director of Development Services: Ashley Bilodeau  
Director of Community Services: Bonnie Sackrider  
Director of Public Works: Michel Riberdy  
Director of Care: Nancy Loach  
Manager of Economic and Development: Wilf Hass  
Human Resources Supervisor: Kassandra Young

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

Mayor Pat Kiely requested a moment of silence.

### 2. Approval of the Agenda

Moved by: Rick Owen

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on November 3, 2020 beginning at 4:40 p.m. be approved as circulated to all Members of Council.

**CARRIED**

### 3. Declaration of Pecuniary Interest

Mayor Pat Kiely requested those present to declare any pecuniary interest with matters appearing on the agenda. Councillor Patrick Adams declared a pecuniary interest on items 6.4 and 6.5 as he is an employee with KL Gold. Councillor Rick Owen noted a pecuniary interest on Closed Session item 13.3 but was later retracted. During

conversations on item 12.2 Councillor Rick Owen declared a pecuniary interest as discussions arose regarding his remuneration.

**4. Petitions and Delegations**

4.1 The Timiskaming Active School Travel Charter – Crystal Gorman

Moved by: Patrick Adams

Seconded by: Casey Owens

**BE IT RESOLVED THAT** the delegation by Crystal Gorman from the Health Unit be received.

**CARRIED**

4.2 Joe Mavrincac Community Complex Naming – Mary Ann Mavrincac

Moved by: Eugene Ivanov

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the delegation by Mary Ann Mavrincac be received.

**CARRIED**

Moved by: Stacy Wight

Seconded by: Casey Owens

**BE IT RESOLVED THAT** staff be directed to report to Council after receiving recommendations from the Parks and Recreation Advisory Committee for the naming of the Community Complex.

**CARRIED**

4.3 KL Solar – Paul Nadeau

Moved by: Stacy Wight

Seconded by: Casey Owens

**BE IT RESOLVED THAT** the delegation by Paul Nadeau from KL Solar be received.

**CARRIED**

**5. Acceptance of Minutes and Recommendations**

Moved by: Casey Owens

Seconded by: Eugene Ivanov

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

- Minutes of the Regular Meeting of Council held October 20, 2020
- Minutes of the Special Meeting of Council held October 27, 2020, and

**THAT** Council accept the minutes from the following meetings:

- Minutes of the Kirkland Lake Public Library Board Special Teleconference Meeting held May 14, 2020
- Minutes of the Kirkland Lake Public Library Board Informal Meeting held June 26, 2020

- Minutes of the Kirkland Lake Public Library Board Regular Meeting held September 17, 2020

**CARRIED**

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

6.1 Vacant Seat  
Meagan Elliott, Clerk

Moved by: Rick Owen

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** Report Number 2020-CLK-005 entitled “**Vacant Seat**” be received,

**THAT** the Council seat occupied by Councillor Dennis Perrier is hereby declared vacant, and

**THAT** this matter be referred to the November 17, 2020 Regular Meeting of Council to provide sufficient time for Members of Council to consider the options presented within this report and at the November 17, 2020 Regular Meeting of Council debate the course of action that Council wishes to choose to fill the Council seat vacated by the passing of Councillor Dennis Perrier.

**CARRIED**

6.2 Q3 KPI's  
Keith Gorman, Director of Corporate Services

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Memorandum Number 2020-FIN-008 entitled “**Financial and Key Performance Indicators Quarterly Report – Q3 2020**”, be received.

**CARRIED**

6.3 26 Dixon Land Sale  
Ashley Bilodeau, Director of Development Services

Moved by: Casey Owens

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Memorandum Number 2020-DEV-007 entitled “**Request to Purchase Land – East of 26 Dixon Avenue**”, be received, and

**THAT** staff be directed to present a By-law to Council at the November 17, 2020 Regular Meeting of Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell the land to the east of 26 Dixon Avenue to Theodore and Brenda Bukowski for a sale price of \$300.00.

**CARRIED**

6.4 KL Gold Support Letter  
Ashley Bilodeau, Director of Development Services

*Councillor Patrick Adams left Council Chambers at 5:47pm*

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Memorandum Number 2020-DEV-006M entitled “**Kirkland Lake Gold - Support to Amend PTTW**”, be received,

**THAT** Council formally supports Kirkland Lake Gold in the application to amend the Permit to Take Water for Lakeshore Pond, and

**THAT** Mayor Kiely is hereby authorized to request a meeting with the Minister of Environment, Conservation and Parks, MPP John Vanthof and representatives from Kirkland Lake Gold to facilitate a resolution to this situation.

**CARRIED**

6.5 Economic Development Committee Recommendations  
Wilfred Hass, Manager of Economic and Development

Moved by: Casey Owens

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Memorandum Number 2020-EDD-006 entitled “**Economic Development Committee Recommendations**” be received,

**THAT** Council supports the establishment of Northern College’s Electric Vehicle Technician Program at the Kirkland Lake Campus,

**THAT** staff be directed to forward correspondence to President Penner expressing Council’s desire to support Northern College and the Electric Vehicle Technician Program at the Kirkland Lake Campus, and

**THAT** Council authorizes the Mayor to meet with Kirkland Lake Gold to gain support for the Electric Vehicle Technician Program at the Kirkland Lake Campus.

**CARRIED**

*Councillor Patrick Adams returned to Council Chambers at 5:54pm*

7. Consideration of Notices of Motion

None noted.

8. Introduction, Reading and Consideration of By-Laws

None noted.

9. Questions from Council to Staff

None noted.

10. Notice(s) of Motion

None noted.



**11. Councillor's Reports**

11.1 Councillor Updates

None noted.

**12. Additional Information**

12.1 Letter from Ministry of Labour, Training and Skills Development

Moved by: Rick Owen

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** the letter dated October 15, 2020 from Monte McNaughton be received.

**CARRIED**

12.2 IC Inquiry Report Councillor Rick Owen

Moved by: Casey Owens

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the Integrity Commissioner Inquiry Report on Councillor Rick Owen be received.

**CARRIED**

*Mayor Kiely stepped down as Chair and Councillor Casey Owens stepped in as Acting Mayor at 6:02pm*

*Councillor Rick Owen declared a pecuniary interest and left Council Chambers at 6:03pm*

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Council seek a legal opinion on how to proceed with presenting a motion with a named Councillor.

**CARRIED**

*Mayor Kiely resumed the Chair at 6:14pm*

*Councillor Rick Owen returned to Council Chambers at 6:14pm*

**13. Closed Session**

Moved by: Rick Owen

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** Council move into a Closed Session pursuant to Section 239(2) to discuss 2 matters regarding labour relations and 1 matter that is subject to solicitor-client privilege.

**CARRIED**

*Council moved into Closed Session at 6:16pm*

13.1 Minutes of the Closed Session of Council held October 20, 2020

13.2 S.Fry v. TKL – Arbitration Update  
Ric McGee, CAO

13.3 Collective Bargaining CUPE, Local 1074  
Kassandra Young, Human Resources Supervisor

13.4 Wishart Law Procedures, Verbal  
Pat Kiely, Mayor

*Council rose from Closed Session at 6:39pm*

**14. Matters from Closed Session**

*Councillor Casey Owens remained the Chair from Closed Session*

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Council hereby approves the Memorandum of Settlement dated October 20, 2020 between the Corporation of the Town of Kirkland Lake and the Canadian Union of Public Employees Local 1074 with a 3.28% wage increase on PSW / Health Care Aide classifications and a 1.5% wage increase on all other classification for Year 1 and a 1.75% wage increase (all classifications) for Year 2, and

**THAT** staff be directed to consolidate the Collective Agreement and present it to Council with an authorizing By-law to execute the Collective Agreement at the next Regular Meeting of Council.

**CARRIED**

**15. Confirmation By-Law**

Moved by: Rick Owen

Seconded by: Patrick Adams

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

**By-law Number 20-087**, being a by-law to confirm the proceedings of Council at its meeting held November 3, 2020.

**CARRIED**

**16. Adjournment**

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Council adjourn the November 3, 2020 Regular Meeting of Council.

**CARRIED**

*The meeting adjourned at: 6:41pm*

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Pat Kiely, Mayor

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Meagan Elliott, Clerk

DRAFT

## REPORT TO COUNCIL

Meeting Date: 11/3/2020	Report Number: 2020-CLK-005
Presented by: Meagan Elliott	Department: Corporate Services

### REPORT TITLE

Vacant Seat

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CLK-005 entitled “**Vacant Seat**” be received,

**THAT** the Council seat occupied by Councillor Dennis Perrier is hereby declared vacant, and

**THAT** this matter be referred to the November 17, 2020 Regular Meeting of Council to provide sufficient time for Members of Council to consider the options presented within this report and at the November 17, 2020 Regular Meeting of Council debate the course of action that Council wishes to choose to fill the Council seat vacated by the passing of Councillor Dennis Perrier.

### BACKGROUND

Sadly, on October 16, 2020 Councillor Dennis Perrier passed away.

The Municipal Act, Section 262 (1) states:

If the office of a member of Council becomes vacant under Section 259, the Council shall at its next meeting declare the office to be vacant, except if a vacancy occurs as a result of a death of a member, the declaration may be made at either of its next two meetings.

When a vacancy on Council occurs, Council must decide how the vacant seat will be filled for the remainder of the Council term. The *Municipal Act* provides two options:

263(1) Filling Vacancies – If a vacancy occurs in the office of a member of council,

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the municipality shall, subject to this section,

- a) fill the vacancy by appointing a person who has consented to accept the office if appointed; or
- b) require a by-election to be held to fill the vacancy in accordance with the Municipal Elections Act

263(5) Rules applying to filling vacancies – the following rules apply to filling vacancies:

1. Within 60 days after the day a declaration of vacancy is made with respect to the vacancy under section 262, the municipality shall,

- I. appoint a person to fill the vacancy under subsection (1) or (4), or
- II. pass a by-law requiring a by-election be held to fill the vacancy under subsection (1)

## **R A T I O N A L E**

Based on the foregoing, Council is required to declare the office seat vacant at this meeting.

Council is required within 60 days of this declaration to fill this vacancy. The *Municipal Act* provides two (2) options for filling the vacancy.

### Option 1(a) – Appointment from Municipal Election Candidates:

Council may consider appointing a candidate from the 2018 Municipal Election. Should Council opt to appoint a candidate from the most recent election, the Clerk would seek written confirmation of qualifications and determine if the individuals have an interest in accepting an appointment to office.

### Option 1(b) – Appointment by Call for Applications:

Council may approve an appointment process which would permit interested, eligible persons to submit an application for appointment to Council. This open call for applications would be advertised through the municipal website, radio, print media and all other social media channels. The appointment must be made within 60 days from declaring the seat vacant. Staff would prepare and present a full procedure should Council choose this option.

### Option 1(c) – Direct Appointment by Council:

Council could appoint any eligible individual without an application process. This option might achieve the fastest possible result but would represent the least favourable option in terms of transparency.

## Option 2 – By-Election

Council may decide to fill the vacancy by passing a by-law to initiate a by-election. In accordance with Section 263(5) of the *Municipal Act*, a by-law for a by-election must be enacted within sixty (60) days after the seat is declared vacant. Subsequent to the enactment of a by-election by-law, nomination day must be not less than 30 days and not more than 60 days thereafter. Voting day shall then be 45 days after nomination day.

A further qualification applies to a by-election, under section 65(4)(2.1), wherein a candidate must have been qualified for nomination for the regular election and on the day of nomination for the by-election.

### **OTHER ALTERNATIVES CONSIDERED**

All alternatives available to Council are included in this report as prescribed by the *Municipal Act*. It would be inappropriate for staff to make a recommendation on this topic. This matter falls directly within the political arena and should remain within that arena. Staff would be pleased to provide advice related to the options presented.

### **FINANCIAL CONSIDERATIONS**

There are no formal costs associated with option 1 a, b, and c other than staff time.

There are costs associated with Option 2 in addition to staff time. The 2018 Municipal Election costs were approximately 20,000 – 25,000 dollars. The costs for a by-election would be in the same order as a General Election as the entire municipality would be involved in the by-election, compared to a municipality that utilizes the Ward electoral and representative model, where costs may be slightly lower.

### **RELATIONSHIP TO STRATEGIC PRIORITIES**

Not applicable.

### **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

### **CONSULTATIONS**

Richard McGee, Chief Administrative Officer

## ATTACHMENTS

Attachment 1 – 2018 Municipal Election Results

Attachment 2 – Municipal Act: <https://www.ontario.ca/laws/statute/01m25>



22-Oct-18

	03-Oct	11-Oct	13-Oct	October 22 #1	October 22 #2	Total
<b>Mayor:</b>						
1 KIELY, Pat	240	70	225	648	692	1875
2 MORGAN, Todd	86	33	63	271	267	720
<b># of Votes per poll</b>	<b>326</b>	<b>103</b>	<b>288</b>	<b>919</b>	<b>959</b>	<b>2595</b>

\* Added extra Totals as counts for Mayor and Counts for Councilors are separate for our recount policy.

	03-Oct	11-Oct	13-Oct	October 22 #1	October 22 #2	Total
<b>Council:</b>						
1 IVANOV, Eugene	201	69	172	561	540	1543
2 OWEN, Rick	228	60	189	509	514	1500
3 WIGHT, Stacy	198	44	168	512	565	1487
4 ADAMS, Patrick	187	50	156	503	571	1467
5 PERRIER, Dennis	134	59	124	440	445	1202
6 OWENS, Casey	140	37	118	382	412	1089
7 SHABA, Lad	145	47	115	375	378	1060
8 MONERY, Bill	96	29	107	322	333	887
9 BREault, Albert	97	28	90	303	320	838
10 SNOWDON, Andrew	104	40	85	268	282	779
11 ROMAN, Jim	85	34	81	238	252	690
12 ROMAIN, Michael	30	12	36	116	145	339
13 BELANGER, Rheal	31	7	22	87	88	235
<b># of Votes per poll</b>	<b>1676</b>	<b>516</b>	<b>1463</b>	<b>4616</b>	<b>4845</b>	<b>13116</b>

# of Voter's casting Ballots per poll	332	104	292	947	976	2651	
# of Eligible Voters:	6010						
# of Actual Voters:	2651					% of Turnout	44.11%

Eligible voters = the amount on list (5807) PLUS additions completed on October 22.

Voters as per list	5807
# of Additions on Voting Day	211
# of deletions on Voting Day	8
	6010

Percentage of Votes	Total votes/office	Vote Difference	# of votes to have a recount	Percentage Difference	Percentage for Recount
	<b>2595</b>		<b>26</b>		<b>1% or Less</b>
72.30%					
27.70%		1155		44.50%	

	Total votes/office	Vote Difference	# of votes to have a recount	Percentage Difference	Percentage for Recount
11.80%					
11.40%					
11.30%					
11.20%					
9.20%					
8.30%	<b>13116</b>		<b>131</b>		<b>1% or Less</b>
8.10%		29		0.20%	
6.80%		202		1.50%	
6.40%		251		1.90%	
5.90%		310		2.40%	
5.30%		399		3.00%	
2.60%		750		5.70%	
1.80%		854		6.50%	



# REPORT TO COUNCIL

Meeting Date: 11/17/2020

Report Number: 2020-DEV-057

Presented by: Richard Charbonneau

Department: Development Services

## REPORT TITLE

Award of RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-057 entitled “**Award of RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill**”, be received,

**THAT** Council hereby awards RFQ-560-20 Sale and Disposal of Scrap Metal at Landfill to Premier Recycling Timmins in the amount of \$75.00/tonne, and

**THAT** staff is hereby authorized to execute the necessary documents to complete the terms of RFQ-560-20.

## BACKGROUND

To assist with waste reduction and to promote desired environmental outcomes at the landfill, scrap metal is segregated from the waste stream and stockpiled for recycling. The Town procures the sale of the scrap metal every fall.

Premier Recycling Timmins was the only bid received for RFQ-560-20, with a revenue of \$75.00/tonne. Town staff estimate the collection of 150 tonnes, which would result in a revenue of \$11,250.

## RATIONALE

The price of scrap metal fluctuates based on the market. In previous years, the Town has sold scrap metal for the following:

Year	2017	2018	2019
Price	\$91.00	\$90.00	\$61.00

## **OTHER ALTERNATIVES CONSIDERED**

Council may choose not to award the RFQ. In this instance, the material would remain at the landfill until the following year. The main factors contributing to the market price are:

- Supply and demand,
- Stockpiled quantities throughout the world,
- Geography,
- Exchange rates,
- Tariffs, and
- Oil prices.

Due to many variables used to determine the market value, there is no evidence that the price will be higher next year.

## **FINANCIAL CONSIDERATIONS**

It is anticipated, based on the sale price of \$75.00 per tonne, that the Town will receive approximately \$11,250.00 in revenue.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

The Town of Kirkland Lake has identified sustainable service delivery of core service as a strategic priority.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Ashley Bilodeau, Director of Development Services  
Jenna McNaughton, Recycling Coordinator

## **ATTACHMENTS**

None.

# REPORT TO COUNCIL

Meeting Date: 11/17/2020	Report Number: 2020-DEV-059
Presented by: Jenna McNaughton	Department: Development Services

## REPORT TITLE

Agreement for the Collection of Used Consumer-Type Portable Batteries

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-059 entitled “**Agreement for the Collection of Used Consumer-Type Portable Batteries**”, be received, and

**THAT** staff be directed to prepare and present a By-law to authorize the Mayor and Clerk to execute an agreement with Call2Recycle Canada Inc., for the collection of used consumer-type portable batteries.

## BACKGROUND

As part of the *Resource Recovery and Circular Economy Act, 2016*, Stewardship Ontario ended its program for managing single-use batteries under the Municipal Hazardous or Special Waste Program (MHSW). Effective July 1, 2020, the battery program shifted to an individual producer responsibility (IPR) regulatory framework under the Resource Productivity & Recovery Authority (RPRA or the Authority). Call2Recycle is an Ontario Producer Responsibility Organization (PRO). A PRO is a business established to contract with producers to provide collection, management and administrative services to help producers meet regulatory obligations under the Battery Regulation.

Although the municipality is not legislated to be a battery collector, the Town of Kirkland Lake does offer this service by providing collecting buckets at the following locations: Town Hall, the Joe Mavrincac Community Complex, the Public Works Office and the Fire Hall. In the past, collection was coordinated through Raw Materials Company (RMC), who provided steel drums lined with plastic, collection containers, advertising materials and pick-up/drop-off. RMC is now a registered hauler with Call2Recycle Canada and will provide a seamless transition to the new regulations with no changes to the Town’s current system. The difference between the old regulation and the new

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regulation includes a funding agreement and the opportunity to collect rechargeable batteries, in addition to single-use batteries, so long as the weight is 5kg or less and are sold separately in Ontario (i.e. not embedded in products).

## **R A T I O N A L E**

The improper disposal of batteries is harmful to the environment. These batteries are not permitted in the Town's landfill. By offering a recycling program, the Town is encouraging the recycling of the product for future use.

The Town is currently collecting batteries and sending the batteries with the hauler (RMC). The change to the new regulation will not affect collection, as the company hauling the batteries will remain status quo.

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

Council may choose not to collect batteries; however, this would be an elimination of service. It will also most likely increase the risk of contaminants entering the landfill site.

Council may choose to pursue one of the other two (2) PRO's. Staff recommend that the Town continue utilizing the existing contractors to ensure a seamless transition. Staff have contacted the other two PRO's to request their fee structure. No response was received at the time of writing this report. Additional information may be found on YouTube from RPRA at: <https://youtu.be/G436WC7hwKs>.

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

The financial implications of the agreement state that Call2Recycle shall pay the Town a fee of \$0.55 per kg for local collection, and a fee of \$1.20 per kg for collection during MHSW events days.

There is potential for fees to be charged to the Town if Call2Recycle receives a "non-conforming shipment". A non-conforming shipment would be any container containing more than 5% by weight of materials that are non-conforming materials (waste) or non-conforming batteries (exceeds weight of 5kg or 11 lbs; unidentifiable battery, damaged, recalled). Staff will ensure that additional signage and advertising takes place to reduce the potential for contamination.

## **R E L A T I O N S H I P T O S T R A T E G I C P R I O R I T I E S**

The Strategic Plan identifies a need to reduce waste and mitigate the need for additional landfill capacity.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Richard Charbonneau, Waste Management Manager / Airport Supervisor  
Ashley Bilodeau, Director of Development Services

## **ATTACHMENTS**

Attachment 1 - Call2Recycle Canada Inc. Battery Collection Agreement  
Attachment 2 - Ontario Regulation  
Attachment 3 - Advertising Signage



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## USED CONSUMER-TYPE PORTABLE BATTERY RECYCLING AGREEMENT

**THIS AGREEMENT** is made as of the 17<sup>th</sup> day of November, 2020 (the “**Commencement Date**”).

### **B E T W E E N:**

**CALL2RECYCLE CANADA, INC.**  
(hereinafter referred to as “**Call2Recycle**”)

- and -

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

(hereinafter referred to as the “**Local Government**”)

(hereinafter referred to as the “**Parties**” or singularly as a “**Party**”)

### **WHEREAS:**

- A. Call2Recycle is a not-for-profit, stewardship organization which carries on business nationally, collecting, transporting, and recycling consumer batteries;
- B. Call2Recycle operates a stewardship plan in the Province of Ontario (the “**Province**”) (such stewardship plan, as may be amended from time to time, being the “**Plan**”), and
- B. The Local Government collects Collected Materials (as defined below) for recycling and wishes to provide them in bulk to Call2Recycle for further handling.

**NOW THEREFORE** in consideration of the promises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

### **1.0. Definitions and Interpretation**

1.1 In this Agreement:

- (a) “**Agreement**” means this Agreement and includes all schedules and amendments hereto;

- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of the Province has elected to be closed for business;
- (c) **“Collected Materials”** means any Used Consumer-Type Portable Battery, and/or Used Cellphone provided under this Agreement and includes materials collected by the Local Government via depot collections, curbside collections and event days, among other methods;
- (d) **“Designated Facility”** means an approved Call2Recycle sorting facility;
- (e) **“Non-Conforming Battery(ies)”** means any Used Consumer-Type Portable Battery that: (i) weighs in excess of five (5) kilograms (eleven (11) pounds); or (ii) is not identifiable by Call2Recycle, in its sole discretion, as a battery or such battery’s chemistry is not identifiable, or (iii) is not intact, defective or otherwise damaged; or (iv) is corroded, or otherwise has been exposed to the elements; or (v) is considered non-confirming pursuant to the Plan; or (vi) is an Other Covered Battery, or (vii) has been recalled by the manufacturer or other distributor; or (viii) is otherwise deemed not safely recyclable or handled in accordance with standard protocols and procedures as determined by Call2Recycle in its sole discretion”;
- (f) **“Non-Conforming Materials”** means any liquids, refuse, litter, junk, trash, garbage, needles, medication, or any other materials deemed by Call2Recycle to be non-conforming materials;
- (g) **“Non-Conforming Shipment”** means any Shipment(s) made by the Local Government where any container included in that Shipment: (i) contains more than five (5%) percent by weight of materials that are Non-Conforming Materials; (ii) contains more than five (5%) percent by weight of materials that are Non-Conforming Batteries; or (iii) contains any amount of MHSW (other than hazardous waste comprising any eligible Used Consumer-Type Portable Battery), which is subject to any applicable laws or regulations in the Province, or any province where a Designated Facility may be located from time to time;
- (h) **“MHSW”** means municipal hazardous or special waste;
- (i) **“Other Covered Battery(ies)”** means batteries that are sold in or packaged with electric or electronic devices or equipment that are covered under any stewardship plan or extended producer responsibility plan, other than the Plan;
- (j) **“Regulation”** means the applicable recycling act or regulation as is in effect in the Province, as amended, including, but not limited to Ontario Regulation 30/20 under the *Resource Recovery and Circular Economy Act, 2016* (Ontario);

- (k) “**Service Provider**” means a third party that provides services to the Local Government in relation to MHSW;
- (l) “**Shipment**” means any conforming shipment of eligible Used Consumer-Type Batteries that are shipped by the Local Government to a Designated Facility;
- (m) “**Used Consumer-Type Portable Battery**” means a used battery or battery pack not considered to be a Non-Confirming Battery, including dry cell rechargeable and primary batteries weighing less than five (5) kilograms (eleven (11) pounds), that are sold for replacement purposes for use in electronic or electrical devices not as sold without batteries, containing no liquid electrolyte, and employing one of nickel cadmium, nickel metal hydride, lithium ion, nickel zinc, sealed lead, alkaline-manganese, zinc-carbon, zinc-air, silver oxide and/or and lithium; and

1.2 The Parties acknowledge that the recitals to this Agreement are true and correct.

## 2.0. Term of Agreement, Amendment and Assignment

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect for one year from date of signing, unless terminated in accordance with this Agreement or upon the termination of the Plan, in which case this Agreement shall automatically terminate. This Agreement shall automatically renew thereafter for subsequent one year terms, unless either Party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 2.2 If, in the reasonable opinion of either Party, there has been a breach of this Agreement by the other Party (the “**Defaulting Party**”), the non-Defaulting Party may give the Defaulting Party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated.
- 2.3 Unless agreed to in writing by the Parties, or as otherwise provided for in this Agreement, this Agreement may not be amended, provided that in the event of any changes to the Plan, Call2Recycle may unilaterally amend this Agreement as may be necessary to comply with the Plan.
- 2.4 Neither Party shall subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

## 3.0. Shipments of Collected Materials

- 3.1 Unless otherwise designated by Call2Recycle, the Local Government shall ship all Collected Materials to the Designated Facility in open top UN rated steel drums (1A) with a plastic liner and an open head and lever lock ring lid (“**Steel Drums**”), UN rated polyethylene drums (1H) with an open head and level lock ring lid (“**Polyethylene Drums**”), or any other Call2Recycle certified and/or approved box, receptacle, or containers, which may be



designated and/or changed from time to time (collectively, “**Approved Containers**”). All Steel Drums and/or Polyethylene Drums must be completely full and must be sealed with their corresponding lever locking ring lid, prior to any Shipment to a Designated Facility. Approved Containers may be placed on a pallet and should be properly secured with shrink wrap prior to any Shipment to a Designated Facility. All lithium, lithium ion, button cells, or lead acid batteries placed in any Steel Drums, Polyethylene Drums or Approved Containers shall be terminally protected by either placing each such battery in an individual plastic bag, or have their terminals securely covered with tape to prevent any possible short circuits. Packaging of any Used Consumer-Type Portable Batteries may not under any circumstance contain any Non-Conforming Batteries, Other Covered Batteries, or other Non-Conforming Material. All Steel Drums, Polyethylene Drums and Approved Containers used for Shipment must be provided or otherwise approved by Call2Recycle and properly secured by the Local Government prior to Shipment.

- 3.2 The Local Government shall ship all Used Consumer-Type Portable Batteries collected to Call2Recycle only. In order to participate in this reimbursement program, the Local Government cannot ship Used Consumer-Type Portable Batteries to another service provider, program, or entity. All Shipments to the Designated Facility by the Local Government shall use a Call2Recycle designated freight provider and shall comply with the shipping instructions to be provided to the Local Government prior to its first Shipment. Call2Recycle shall notify the Local Government of its list of designated freight providers on or before the Commencement Date.
- 3.3 If Call2Recycle or a Designated Facility determines within thirty (30) days after receipt of a Shipment from or on behalf of the Local Government that such Shipment is a Non-Conforming Shipment, Call2Recycle or its Designated Facility shall (i) arrange with the Local Government for the satisfactory disposition of the materials that are not Used Consumer-Type Portable Batteries, on mutually agreeable terms and conditions, or (ii) reject and return Non-Conforming Materials to the Local Government without further obligation. In either event, Call2Recycle shall invoice the Local Government for out of pocket costs and expenses of receiving and handling any Non-Conforming Materials in a Non-Conforming Shipment, and such invoice shall be paid by the Local Government within thirty (30) days of the date of issuance.
- 3.4 All Local Government collection sites, whether fixed or temporary, may accept up to 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person. If any Local Government collection site accepts more than 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person, the Local Government shall ensure that certain information be collected from such a person, including: the person’s name, contact information and the total weight of Used Consumer-Type Portable Batteries accepted.

#### 4.0. Financial Arrangements

- 4.1 For each Shipment of Collected Materials that is shipped by the Local Government to the Designated Facility:
- (a) Call2Recycle shall pay Local Government:
    - (i) a fee of \$0.55 per kilogram for Used Consumer-Type Portable Batteries or any other eligible battery under the Regulation which are collected by Local Government through bulk depot collections (“**Depot Collections**”), to cover the cost of materials required for Shipments, including: supplies, materials, and handling of Approved Containers; and
    - (ii) a fee of \$1.20 per kilogram for Used Consumer-Type Portable Batteries, or any other eligible battery under the Regulation which are collected by Local Government through any household hazardous waste event day performed by a contracted third party (“**HHWE Collections**”), to cover costs associated with running such events, including: supplies, materials, and handling of Approved Containers;
  - (b) Call2Recycle shall directly compensate the Local Government’s designated freight provider(s) for Shipment of bulk depot collections to the Designated Facility, provided that designated freight provider is approved by Call2Recycle, as set out in Subsection 3.2 herein.
- 4.2 For Collected Materials from Depot Collections, Local Government will receive a payment summary along with payment on a monthly basis within sixty (60) days following receipt and sorting of Collected Materials, and according to Call2Recycle payment terms. The Local Government is not required to submit an invoice to receive payment for Collected Materials from Depot Collections. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement.
- 4.3 For Collected Materials from HHWE Collections, the Local Government must submit an invoice, including a bill of lading and/or any other applicable shipping documentation to Call2Recycle within thirty (30) days of any Shipment. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government will receive a payment summary and payment for materials from HHWE Collections within (60) days following receipt of invoice, supporting documentation and receipt and sorting of Collected Materials. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its

designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement. HHWE Collections submitted without the necessary documentation will be compensated at the Depot Collections rate set out at Subsection 4.1(a)(i).

- 4.4 Local Government shall keep and preserve all applicable records and shipping documents for a period of not less than sixty (60) months following delivery of each applicable Shipment, as necessary to verify Shipments.

## **5.0. Regulatory and Compliance**

- 5.1 Authority. The Local Government hereby represents and warrants that it has the legal power and authority to enter into this Agreement, and that there are no outstanding contracts, commitments, or legal impediments which may limit, restrict or otherwise impair its ability to perform its obligations hereunder.
- 5.2 Title to products: The Local Government shall be the owner of all right, title, and interest in all Collected Materials from the time when the Local Government collects and/or accepts them until such point in time that title has been transferred, conveyed and assigned to any service provider or Designated Facility pursuant to a Shipment. At no time will Call2Recycle possess any right, title or interest in or to any Collected Materials unless possessed and handled directly by designated Call2Recycle employees, notwithstanding any Shipment made to a Designated Facility.
- 5.3 Regulatory compliance: In performing its obligations under this Agreement, the Local Government shall obtain all permits, licenses, authorizations and approvals required by applicable law and observe and comply with all applicable laws, including, if applicable in the Province, any certificates or approvals issued to the Local Government. The Local Government shall assist Call2Recycle, as required, in providing information and reports to satisfy regulatory and reporting requirements relating to the Plan. The Local Government shall take all reasonable steps to ensure any Service Providers meet the same requirements.
- 5.4 Site visits and audits: Upon reasonable notice, Call2Recycle or its agent shall have the right to enter upon any collection facility utilized by the Local Government for the purpose of conducting inspections or compliance audits. The Local Government shall take all reasonable steps to ensure that Call2Recycle has the same rights in respect of any Service Provider used by the Local Government. Call2Recycle or its agent shall be accompanied by a representative of the Local Government for any such visits or audits.

## **6.0. Indemnity and Insurance**

- 6.1 Indemnity: Each Party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other Party (the “Indemnified Party”), its directors, officers, contractors, employees, and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its

directors, officers, contractors, employees, and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any willful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

- 6.2 Limitations of Liability. In no event will either party claim any exemplary, aggravated or punitive damages in connection with this Agreement, and under no circumstances will a party be liable to the other party for any indirect, special or consequential damages, compensation or loss of profits, anticipated revenue, savings or goodwill, or any other economic loss arising out of or in any way related to this Agreement, even if advised of the possibility thereof.
- 6.3 Insurance. The Local Government shall, during the term of the Agreement, self-insure, maintain at its expense, and/or require its Service Provider to maintain at either the Local Government's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. Unless the Local Government wholly self-insures, the Local Government shall deliver a copy of Certificate(s) of Insurance maintained by the Local Government or a Service Provider pursuant to this Agreement, upon the Commencement Date, and annually upon renewal of the Local Government or Service Provider's insurance, naming Call2Recycle as an additional insured. The Certificate(s) of Insurance, referred to in this section must also provide that the Local Government shall provide Call2Recycle with thirty (30) days advance written notice of cancellation, termination, non-renewal, or material change.

## **7.0. Assignment**

- 7.1 During the term of this Agreement, the Local Government hereby expressly covenants and agrees that it shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Call2Recycle, which consent shall not unreasonably be withheld.
- 7.2 The Local Government hereby expressly acknowledges and agrees that Call2Recycle may subcontract or assign any of its rights or obligations under this Agreement or any part thereof to any Affiliated Company or successor, or otherwise in connection with the sale of all or substantially all of its assets.

## **8.0. Notices**

- 8.1 Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Call2Recycle or the Local Government shall be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Call2Recycle shall be delivered to:

100 Sheppard Avenue East  
Suite 800  
Toronto, Ontario  
M2N 6N5  
**Attention: President**

Notices to the Local Government shall be delivered to:

3 Kirkland Street  
PO Box 1757  
Kirkland Lake, Ontario  
P2N 3P4

- 8.2 Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5:00 p.m. local time at place of receipt, shall be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5:00 p.m. local time at place of receipt the next following Business Day), or, if mailed as aforesaid, shall be conclusively deemed to have been received on the fifth Business Day following the day on which such notice is mailed (except during a postal strike in which case such notice shall be delivered personally). Either Party may, at any time, give written notice to the other of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

## **9.0. Dispute Resolution**

- 9.1 If any dispute arises between the Parties pursuant to this Agreement, the Parties shall attempt to resolve the dispute within 30 days upon which written notice of the dispute was first given, or as otherwise agreed upon. If the Parties are unable to resolve the dispute within 30 days, the Parties shall jointly select an arbitrator to arbitrate the dispute. The arbitrator shall render a decision on the dispute and the award arising therefrom, in accordance with the applicable arbitration legislation in effect in the Province, and as amended from time to time.

## **10.0. Term and Termination**

- 10.1 This Agreement is effective as of the Commencement Date and shall continue in full force and effect until otherwise terminated.
- 10.2 Either Party may terminate this Agreement for any reason whatsoever upon not less than one hundred and eighty (180) days prior written notice to the other Party.
- 10.3 Notwithstanding Section 10.2, Call2Recycle may terminate this Agreement immediately at any time, and without prior written notice to Local Government, if:

- (a) In any province that has an extended producer responsibility plan, in the event such a plan is cancelled, Call2Recycle may terminate this Agreement as it relates to that province;
  - (b) The Local Government subcontracts or assigns any rights or obligations under this Agreement, or any part thereof;
  - (c) Any Shipments made by Local Government are deemed by Call2Recycle or any Designated Facility, to be a Non-Conforming Shipment; or
  - (d) A receiver or trustee is appointed for any part of the assets of Call2Recycle.
- 10.4 Call2Recycle expressly reserves the right, in its sole discretion and without prior written notice, at any time, and for any reason whatsoever, to amend, suspend or terminate all or any portion of the Plan.
- 10.5 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the parties after termination. All sections of this Agreement which by their nature should survive termination, including, without limitation, accrued rights to payment, indemnities, and limitations of liability.

#### **11.0. General Provisions**

- 11.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 11.2 All of the terms, covenants, conditions, and other provisions contained herein, and all of the obligations under or pursuant to this Agreement, shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 11.3 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 11.4 This Agreement shall be governed by and construed in accordance with the laws of the Province. Each of the Parties attorn to the non-exclusive jurisdiction of the courts of the Province.
- 11.5 This Agreement may be executed in counterparts, the counterpart copies of this Agreement together constituting a full, valid, and binding Agreement among the Parties hereto.
- 11.6 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not

affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.

- 11.7 The rights, remedies, and privileges in this Agreement given to the Parties:
- (a) are cumulative, and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted, or affected by any other provisions of this Agreement.
- 11.8 Either Party may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 11.9 Any Service Providers engaged by the Local Government to assist in providing MHSW services shall be required by the Local Government to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 11.10 Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.
- 11.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.

*<Signature page follows>*

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**CALL2RECYCLE CANADA, INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
*I have authority to bind Call2Recycle*

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

Per: \_\_\_\_\_  
Name:  
Title:  
*I have authority to bind the Municipality*



## ONTARIO REGULATION 30/20

made under the

### RESOURCE RECOVERY AND CIRCULAR ECONOMY ACT, 2016

Made: February 20, 2020

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## BATTERIES

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## PART I DEFINITIONS

### Definitions

1. In this Regulation,

“battery” means a product that,

- (a) is a container consisting of one or more voltaic or galvanic cells, in which chemical energy is stored as electricity or converted into electricity and used as a source of power; and
- (b) weighs five kilograms or less. (“piles et batteries”)

“battery collection site” means a site where batteries used by a consumer in Ontario are collected for the purpose of resource recovery; (“lieu de collecte de piles et batteries”)

“battery hauler” means a person who arranges for the transport of batteries that are used by a consumer in Ontario and are destined for processing, reuse, refurbishing or disposal, but does not include a person who arranges for the transport of batteries initially generated by that person; (“transporteur de piles et batteries”)

“battery processor” means a person who processes, for the purpose of resource recovery, batteries used by a consumer in Ontario; (“transformateur de piles et batteries”)

“battery refurbisher” means a person who prepares or refurbishes, for the purpose of reuse, batteries used by a consumer in Ontario; (“personne remettant à neuf des piles et batteries”)

“land disposed” has the same meaning as “land disposal” in Regulation 347 of the Revised Regulations of Ontario, 1990 (General — Waste Management) made under the *Environmental Protection Act*; (“éliminé en milieu terrestre”)

“large producer” means a producer to whom section 9 applies; (“gros producteur”)

“management requirement” means the minimum amount of batteries, determined under section 13, that a producer is required to manage; (“obligation de gestion”)

“performance period” means the applicable time period, set out under section 4, during which a producer is responsible for collecting or managing batteries; (“période d’exécution”)

“permanent establishment”

- (a) has the meaning assigned by subsection 400 (2) of the *Income Tax Regulations* (Canada) in the case of a corporation, and
- (b) has the meaning assigned by subsection 2600 (2) of the *Income Tax Regulations* (Canada) in the case of an individual; (“établissement stable”)

“primary battery” means a battery that can be used only once; (“piles et batteries primaires”)

“producer” means a person who is required to carry out responsibilities relating to batteries, as determined in accordance with section 5; (“producteur”)

“producer responsibility organization” means a person retained by a producer for the purpose of carrying out one or more of the following producer responsibilities relating to batteries, but does not include a battery processor retained solely for the purposes of processing batteries or a battery refurbisher retained solely for the purposes of refurbishing batteries:

1. Arranging for the establishment or operation of a collection or management system.
2. Establishing or operating a collection or management system.
3. Preparing and submitting reports; (“organisme assumant les responsabilités d’un producteur”)

“rechargeable battery” means a battery that can be recharged to be used more than once; (“piles et batteries rechargeables”)

“recycling efficiency rate” means the ratio of the weight of resources recovered from batteries received by a battery processor, to the weight of batteries received by that battery processor; (“taux d’efficacité du recyclage”)

“resident in Canada” means a person having a permanent establishment in Canada; (“résident du Canada”)

“resident in Ontario” means a person having a permanent establishment in Ontario; (“résident de l’Ontario”)

“territorial district” means a geographic area, other than a municipality, named and described in Schedule 2 to Ontario Regulation 180/03 (Division of Ontario into Geographic Areas) made under the *Territorial Division Act, 2002*; (“district territorial”)

“Verification and Audit Procedure” means the document entitled “Registry Procedure — Verification and Audit” published by the Authority and dated January 24, 2020, as amended from time to time, and available on the Registry; (“Procédure de vérification”)

“volunteer organization” means a person who meets the requirements set out in section 6. (“organisme bénévole”)

## **PART II GENERAL**

### **Designated class**

2. For the purposes of section 60 of the Act, batteries are a designated class of material.

### **Application**

3. This Regulation applies to the following categories of batteries and a reference to a category of batteries is a reference to one of the following categories:

1. Primary batteries.
2. Rechargeable batteries.

### **Performance periods**

4. The following performance periods apply for the purposes of collecting or managing batteries under Parts III and IV:

1. July 1, 2020 to December 31, 2021.
2. Every calendar year, starting in 2022.

### **Producers**

5. (1) For the purposes of the definition of “producer” in section 1, with respect to new batteries marketed to consumers in Ontario separately from products, the producer is,

- (a) subject to subsection (2), if the brand holder of the batteries is resident in Canada, the brand holder;
- (b) if there is no person described in clause (a) and the batteries are imported into Ontario by a person resident in Ontario, the importer;
- (c) if there is no person described in clause (a) or (b) and the batteries are marketed by a person resident in Ontario, the first person who marketed the batteries; or
- (d) if there is no person described in clause (a), (b) or (c) and the batteries are marketed by a person not resident in Ontario, the person who marketed the batteries.

(2) For the purposes of clause (1) (a), if there are two or more brand holders of the new batteries marketed to consumers in Ontario who are resident in Canada, the producer is the brand holder most directly connected to the production of the batteries.

(3) For the purposes of clause 61 (6) (c) of the Act, a person referred to in clause (1) (b) is required to carry out the responsibilities of a producer under Part IV of the Act with respect to batteries if they market batteries to a consumer in Ontario or supply the batteries to another person in Ontario who will then market those batteries in Ontario.

### **Volunteer organizations**

6. A volunteer organization is a person who,

- (a) is a brand holder who owns a brand that is used in respect of batteries;
- (b) is not resident in Canada;
- (c) has registered in the Registry in accordance with subsection 19 (5); and
- (d) has entered into a written agreement with a producer for the purpose of carrying out one or more producer responsibilities relating to batteries under section 19, 22, 23 or 24.

### **Exemptions**

7. (1) If, prior to any reductions under section 17, a producer’s management requirement for a performance period is not more than one and one-quarter tonnes with respect to rechargeable batteries or not more than two and one-half tonnes with respect to primary batteries, the following exemptions apply for that performance period:

1. Parts III and IV and sections 18 and 31 do not apply if the producer has the equivalent of five or more full-time employees.
2. Parts III and IV and sections 18, 19, 22, 23, 24 and 31 do not apply if the producer has the equivalent of fewer than five full-time employees.

(2) For the purposes of this section,

“full-time employee” means a person who is paid or who earns commission for an average of at least 30 hours of work per week.

### **PART III COLLECTION OF BATTERIES**

#### **Battery collection, producer requirements**

**8.** Subject to section 7, every producer shall establish and operate a collection system for each applicable category of batteries in accordance with the requirements set out in sections 9 to 11.

#### **Collection, large producers**

**9.** (1) Every producer who is required under section 13 to manage, or to make best efforts to manage, as the case may be, 40 tonnes or more of rechargeable batteries or 80 tonnes or more of primary batteries in a performance period shall establish and operate a collection system for each applicable category of batteries in accordance with subsection (2) during each applicable performance period.

(2) The producer shall establish and operate a collection system for each applicable category of batteries by satisfying the following requirements:

1. Subject to subsections 11 (3) to (6), in each local municipality with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate battery collection sites at which that category of batteries is collected, as follows:
  - i. If the population is 500,000 or less, at least one battery collection site for every 15,000 people or portion thereof.
  - ii. If the population is more than 500,000, at least 34 battery collection sites for the first 500,000, and at least one battery collection site for every 50,000 people, or portion thereof, for the portion that surpasses 500,000.
2. In each territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate at least one battery collection site at which that category of batteries is collected.

#### **Collection, small producers**

**10.** (1) Every producer who is required under section 13 to manage, or to make best efforts to manage, as the case may be, more than one and one-quarter and less than 40 tonnes of rechargeable batteries or more than two and one-half and less than 80 tonnes of primary batteries in a performance period shall establish and operate a collection system for each applicable category of batteries in accordance with subsection (2) during each applicable performance period.

(2) The producer shall establish and operate a collection system for each applicable category of batteries by satisfying one of the following requirements:

1. Subject to subsections 11 (3) to (6), in each local municipality or territorial district with one or more retail locations that supply the producer’s batteries, the producer shall establish and operate as many battery collection sites at which that category of batteries is collected as are equal to or greater than 75 per cent of the number of retail locations in the municipality or territorial district that were operating in the calendar year immediately preceding the calendar year in which the applicable performance period begins.
2. The producer shall establish and operate battery collection sites at which that category of batteries is collected as follows:
  - i. Subject to subsections 11 (3) to (6), in each local municipality with a population of 5,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate,
    - A. at least one battery collection site for every 15,000 people or portion thereof, if the population is 500,000 or less, or
    - B. if the population is more than 500,000, at least 34 battery collection sites for the first 500,000, and at least one battery collection site for every 50,000 people or portion thereof for the portion that surpasses 500,000.
  - ii. The producer shall establish and operate at least one battery collection site at which that category of batteries is collected in each territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, in which the producer supplied that category of batteries in the calendar year immediately preceding the calendar year in which the applicable performance period begins.

#### **Battery collection sites**

**11.** (1) Every producer who establishes and operates a battery collection site for the purposes of subsection 9 (2) or 10 (2) shall ensure that, with respect to each battery collection site that is part of the producer’s collection system, the following requirements are satisfied:

1. If the battery collection site is not part of a retail location, the site must accept all batteries.
2. If the battery collection site is part of a retail location, the site must accept, at a minimum, all batteries that fall into the same category and are similar in size and function to the batteries supplied by the producer at that location.
3. The battery collection site must be readily accessible to the public and must be operated and accept batteries during normal business hours throughout the performance period.
4. The battery collection site must accept, at a minimum, up to 15 kilograms of batteries per day from any person.
5. If a battery collection site is not part of a retail location and accepts more than 15 kilograms of batteries from a person on a single day, the operator of the site shall record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of batteries accepted.

(2) For greater certainty, a battery collection site may be operated by or on behalf of one or more producers and may be relied on by one or more producers to satisfy the requirements set out in sections 9 and 10.

(3) Subject to subsection (6), a producer may reduce the number of battery collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 9 (2) or 10 (2), as the case may be, by the percentage of residences in the municipality or territorial district, including residences in multi-unit residential buildings,

- (a) from which the producer collects that category of batteries, at least four times during the applicable performance period; and
- (b) to which the producer distributes adequate containers for the collection of the batteries, at no charge.

(4) Subject to subsection (6), a producer may reduce the number of battery collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 9 (2) or 10 (2), as the case may be, by the percentage of batteries that the producer supplied in Ontario in the calendar year immediately preceding the calendar year in which the applicable performance period begins that were subject to a collection program operated by or on behalf of the producer that,

- (a) allowed the consumer to return the batteries, at no charge, in a manner that was, at a minimum, equivalent to the manner in which the batteries were supplied; and
- (b) provided the consumer, at no charge, with the packaging or shipping materials required to return the batteries.

(5) Subject to subsection (6), a producer may replace a portion of battery collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 9 (2) or 10 (2), as the case may be, with public battery collection events in accordance with the following rules:

1. A producer may replace up to 25 per cent of the total number of battery collection sites the producer is required to provide in Ontario, regardless of any reductions under subsections (3) and (4), with the same number of public battery collection events.
2. A public battery collection event must be readily accessible to the public, must operate for at least four consecutive hours on the day it is held and must accept all batteries.

(6) Despite subsections (3), (4) and (5), the number of battery collection sites the producer is required to establish and operate shall not be reduced below one battery collection site or one public battery collection event in a local municipality or territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, in which the producer supplied batteries at a retail location in the calendar year immediately preceding the calendar year in which the applicable performance period begins.

(7) Subject to subsection (9), with respect to a battery collection site owned or operated by the Crown in right of Ontario or by a municipality with a population of less than 1,000, as reported by Statistics Canada in the most recent official census, if the operator of the site collects more than one tonne of batteries,

- (a) the operator may notify a large producer of batteries or a producer responsibility organization retained by that producer; and
- (b) the producer or producer responsibility organization referred to in clause (a) shall collect all of the batteries of which it was notified from the site within one year from the day the producer or producer responsibility organization was notified.

(8) Subject to subsection (9), with respect to a battery collection site located on a reserve, as defined in the *Indian Act* (Canada), if the operator of the site collects more than one tonne of batteries,

- (a) the operator may notify a large producer of batteries or a producer responsibility organization retained by that producer; and

(b) the producer or producer responsibility organization referred to in clause (a) shall collect all of the batteries of which it was notified from the site within one year from the day the producer or producer responsibility organization was notified.

(9) Subsections (7) and (8) do not apply to a battery collection site that is located in the Far North, as defined under the *Far North Act, 2010*.

#### **PART IV MANAGEMENT OF BATTERIES**

##### **Battery management, producer requirements**

12. Subject to section 7, every producer shall establish and operate a system for managing batteries by determining and satisfying their management requirement with respect to each applicable category of batteries in accordance with sections 13 to 17.

##### **Calculation of management requirement**

13. (1) Subject to section 17, from July 1, 2020 to December 31, 2022, every producer shall make best efforts to manage a minimum amount of batteries from each applicable category during an applicable performance period and shall determine that minimum amount using the formulas set out in subsection (3).

(2) Subject to section 17, for the 2023 calendar year and each subsequent calendar year, every producer shall manage a minimum amount of batteries from each applicable category during an applicable performance period and shall determine that minimum amount using the formulas set out in subsection (3).

(3) The formulas referred to in subsections (1) and (2) are the following:

1. For producers of primary batteries for whom the performance period is July 1, 2020 to December 31, 2021,

$$[(Y2 + Y3) / 2 \times 0.4] \times 1.5$$

2. For producers of rechargeable batteries for whom the performance period is July 1, 2020 to December 31, 2021,

$$Y3 \times 0.4 \times 1.5$$

3. For producers of rechargeable batteries for whom the performance period is the 2022 calendar year,

$$(Y3 + Y4) / 2 \times 0.4$$

4. For producers of primary batteries for whom the performance period is a calendar year starting in 2022,

$$(Y2 + Y3 + Y4) / 3 \times MP$$

5. For producers of rechargeable batteries for whom the performance period is a calendar year starting in 2023,

$$(Y3 + Y4 + Y5) / 3 \times MP$$

(4) Subject to subsection (5), in the formulas set out in subsection (3),

“Y2” is the weight of primary batteries, of which the person is a producer, that were supplied in Ontario in the calendar year two years prior to the relevant performance period,

“Y3” is the weight of rechargeable batteries or primary batteries, as the case may be, of which the person is a producer, that were supplied in Ontario in the calendar year three years prior to the relevant performance period,

“Y4” is the weight of rechargeable batteries or primary batteries, as the case may be, of which the person is a producer, that were supplied in Ontario in the calendar year four years prior to the relevant performance period,

“Y5” is the weight of rechargeable batteries, of which the person is a producer, that were supplied in Ontario in the calendar year five years prior to the relevant performance period, and

“MP” is the management percentage for the relevant performance period, which is,

- i. with respect to primary batteries, 40 per cent for the 2022 and 2023 calendar years, 45 per cent for the 2024 calendar year and 50 per cent for the 2025 calendar year and for every subsequent calendar year, and
- ii. with respect to rechargeable batteries, 40 per cent for the 2023 calendar year, 45 per cent for the 2024 calendar year and 50 per cent for the 2025 calendar year and for every subsequent calendar year.

(5) For the purposes of subsection (4), with respect to the formulas set out in paragraphs 1 and 2 of subsection (3), the calendar year two years prior to the relevant performance period is 2019 and the calendar year three years prior to the relevant performance period is 2018.

##### **Management of batteries**

14. Every producer who is required under section 13 to manage batteries, or to make best efforts to manage batteries, as the case may be, shall ensure that all batteries collected at a battery collection site by the producer or a producer responsibility organization under Part III are, within three months from the date the batteries are picked up from the collection site by a battery hauler,

- (a) managed by a battery refurbisher who is registered under section 21; or
- (b) processed by a battery processor who,
  - (i) is registered under section 21, or
  - (ii) is not required to register under section 21 as a result of processing less than 300 tonnes of batteries for the purpose of fulfilling producer responsibilities in the previous calendar year.

**Verification and Audit Procedure**

15. (1) With respect to the data used to calculate a management requirement, every producer shall use data determined in accordance with the Verification and Audit Procedure.

(2) Every producer shall ensure that the data referred to in subsection (1) is also verified in accordance with the Verification and Audit Procedure,

- (a) for primary batteries, beginning with respect to data relating to the 2021 calendar year, and with respect to each subsequent calendar year; and
- (b) for rechargeable batteries, beginning with respect to data relating to the 2020 calendar year, and with respect to each subsequent calendar year.

**Managed batteries criteria**

16. (1) The following conditions apply for the purposes of satisfying a management requirement under section 13:

1. The weight of recovered resources from batteries counted toward the management requirement must be from batteries used by a consumer in Ontario, from the same category as the batteries that were used to calculate the management requirement, and that have been, by the end of the performance period,
  - i. managed by a battery refurbisher who is registered under section 21 and provided to a person for reuse, including provided for reuse by supplying the battery with another product, or
  - ii. processed by a battery processor who meets the requirements set out under subsection (3), and
    - A. used or destined to be used by a person for the making of new products or packaging,
    - B. used to enrich soil, or
    - C. subject to subsection (2), used as aggregate.
2. The weight of batteries, or recovered resources from those batteries, must only be counted once and must not be counted by more than one producer.
3. The following must not be counted toward the management requirement:
  - i. The weight of materials that are land disposed.
  - ii. The weight of materials that are incinerated.
  - iii. The weight of materials that are used as a fuel or a fuel supplement.
  - iv. The weight of materials that are stored, stockpiled, used as daily landfill cover or otherwise deposited on land, unless they are deposited on land in a manner set out in sub-subparagraph 1 ii A, B or C.

(2) With respect to satisfying the management requirement under section 13, the weight of material used as aggregate, referred to in sub-subparagraph 1 ii C of subsection (1), may only account for up to 15 per cent of the management requirement.

(3) A battery processor referred to in subparagraph 1 ii of subsection (1) shall meet the following requirements:

1. The battery processor must be registered under section 21 or not be required to register under section 21 as a result of processing less than 300 tonnes of batteries for the purpose of fulfilling producer responsibilities in the previous calendar year.
2. Beginning in the 2023 calendar year, the battery processor must have an average recycling efficiency rate,
  - i. of at least 70 per cent, with respect to rechargeable batteries, and
  - ii. of at least 80 per cent, with respect to primary batteries.

(4) The data used to calculate the average recycling efficiency rate referred to in paragraph 2 of subsection (3) must be calculated and verified in accordance with the Verification and Audit Procedure.

**Reduction of management requirement**

17. (1) Subject to subsection (2), if any of the new batteries that were supplied by a producer in Ontario in a calendar year contained post-consumer recycled content, the producer may reduce their management requirement in accordance with the following rules:

1. The producer may reduce the weight used in the relevant formula in section 13 with respect to each year that the batteries containing post-consumer recycled content were supplied.
2. The producer may reduce the weight used with respect to each year referred to in paragraph 1 by the equivalent weight of post-consumer recycled content contained in the batteries.
3. The producer may only reduce the management requirement by a maximum of 50 per cent.

(2) The weight of post-consumer recycled content referred to in subsection (1) must be verified in accordance with the Verification and Audit Procedure,

- (a) for primary batteries, beginning with respect to data relating to the 2021 calendar year, and with respect to each subsequent calendar year; and
- (b) for rechargeable batteries, beginning with respect to data relating to the 2020 calendar year, and with respect to each subsequent calendar year.

**PART V  
PROMOTION AND EDUCATION**

**Promotion and education, producers**

18. (1) From July 1, 2020 to December 31, 2022, every producer who is required under section 12 to establish and operate a system for managing batteries in a performance period shall implement a promotion and education program during each applicable performance period by, at a minimum,

- (a) making reasonable efforts to raise public awareness of the producer's efforts to collect, reduce, reuse, recycle and recover batteries and to encourage public participation in those efforts; and
- (b) publishing and clearly displaying the information set out under subsection (2) on their website,
  - (i) on or before July 1, 2020, if the producer marketed batteries in Ontario between January 1, 2018 and June 30, 2020, or
  - (ii) on or before the day section 8 applies to the producer, if the producer markets batteries in Ontario on or after July 1, 2020.

(2) The information referred to in subsection (1) is the following:

1. The location of each battery collection site that is part of the producer's collection system, for each category of batteries, where consumers may return the batteries at no charge.
2. A description of any collection services provided by the producer that are available other than at a battery collection site.
3. A description of the resource recovery activities engaged in by the producer for each category of batteries in the course of managing the batteries.

**PART VI  
REGISTRATION**

**Registration, producers and volunteer organizations**

19. (1) Subject to subsection (4), every producer who markets batteries in Ontario shall register with the Authority, through the Registry, by submitting the information set out under subsection (2),

- (a) on or before November 30, 2020, if the producer marketed batteries between January 1, 2018 and November 30, 2020; or
- (b) within 30 days of marketing the batteries, if the producer markets batteries after November 30, 2020.

(2) The information referred to in subsection (1) is the following:

1. The producer's name, contact information and any unique identifier assigned by the Registrar.
2. The category to which the batteries, marketed in Ontario by the producer, belong.



3. The name, contact information and any unique identifier assigned by the Registrar of any producer responsibility organization retained by the producer.
  4. The name and contact information of an employee of the producer who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.
  5. For producers to whom clause (1) (a) applies,
    - i. the weight of primary batteries supplied in Ontario in 2018 and 2019,
    - ii. the weight of rechargeable batteries supplied in Ontario in 2018, and
    - iii. the weight, if any, of post-consumer recycled content contained in the batteries supplied in Ontario in the years referred to in subparagraphs i and ii.
  6. For producers to whom clause 1 (b) applies, the date they first marketed the applicable category of batteries in Ontario.
- (3) The producer shall submit updated information within 15 days after any change to the information required under subsection (2).
- (4) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) with respect to a brand of batteries owned by the volunteer organization if,
- (a) the producer has entered into an agreement described in clause 6 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to registration under this section; and
  - (b) the volunteer organization has registered under subsection (5),
    - (i) on or before November 30, 2020, with respect to a producer referred to in clause (1) (a), or
    - (ii) within 30 days of the producer marketing batteries, with respect to a producer referred to in clause (1) (b).
- (5) The volunteer organization may register with the Authority, through the Registry, by submitting the following information:
1. The volunteer organization's name, contact information and any unique identifier assigned by the Registrar.
  2. The name, contact information and any unique identifier assigned by the Registrar of any producer responsibility organization retained by the volunteer organization.
  3. The name and contact information of an employee of the volunteer organization who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.
  4. The brand and categories of batteries in respect of which the volunteer organization is a brand holder who owns the brand and in respect of which the registration relates.
  5. With respect to each producer referred to in clause (1) (a) who has entered into an agreement described in clause 6 (d) with the volunteer organization for the purpose of registration and to whom the registration relates,
    - i. the producer's name, contact information and any unique identifier assigned by the Registrar,
    - ii. the weight of primary batteries supplied in Ontario in 2018 and 2019,
    - iii. the weight of rechargeable batteries supplied in Ontario in 2018,
    - iv. the weight, if any, of post-consumer recycled content contained in the batteries supplied in Ontario in the years referred to in subparagraphs ii and iii, and
    - v. a copy of the agreement described in clause 6 (d) between the volunteer organization and the producer.
  6. With respect to each producer referred to in clause (1) (b) who retained the volunteer organization for the purpose of registration and to whom the registration relates,
    - i. the producer's name, contact information and any unique identifier assigned by the Registrar,
    - ii. the date each producer first marketed the applicable category of batteries in Ontario, and
    - iii. a copy of the agreement described in clause 6 (d) between the volunteer organization and the producer.
- (6) The volunteer organization shall submit updated information within 15 days after any change to the information required under subsection (5).

**Registration, producer responsibility organizations**

**20.** (1) Every producer responsibility organization shall, within 30 days of being retained by a producer, register with the Authority, through the Registry, by submitting the following information:

1. The producer responsibility organization's name, contact information and any unique identifier assigned by the Registrar.
  2. The category of batteries in respect of which the producer responsibility organization is retained.
  3. With respect to each producer who has retained the producer responsibility organization,
    - i. the name, contact information and any unique identifier assigned by the Registrar, and
    - ii. a description of the producer responsibilities relating to batteries that the producer responsibility organization has been retained to carry out.
  4. The name and contact information of an employee of the producer responsibility organization who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.
- (2) The producer responsibility organization shall submit updated information within 15 days of any change to the information required under this section.

**Registration, battery haulers, processors, refurbishers**

**21.** (1) Every battery hauler and battery refurbisher shall register with the Authority, through the Registry, by submitting the information set out under subsection (3),

- (a) on or before March 31, 2020, if the battery hauler or battery refurbisher arranges for the transport of or refurbishes batteries, as the case may be, on or before March 31, 2020; or
- (b) if the battery hauler or battery refurbisher arranges for the transport of or refurbishes batteries, as the case may be, after March 31, 2020, within 30 days of the batteries being transported or refurbished.

(2) Every battery processor shall register with the Authority, through the Registry, by submitting the information set out under subsection (3),

- (a) on or before March 31, 2020, if the battery processor processed 300 tonnes or more of batteries in 2019; or
- (b) if the battery processor processes 300 tonnes or more of batteries for the purpose of fulfilling producer responsibilities in a calendar year, beginning in 2020, on or before January 31 in the calendar year immediately following the year in which the batteries were processed.

(3) The information referred to in subsections (1) and (2) is the following:

1. The name, contact information and any unique identifier assigned by the Registrar of the battery hauler, battery processor or battery refurbisher, as the case may be.
2. The name and contact information of an employee of the battery hauler, battery processor or battery refurbisher, as the case may be, who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.
3. If the person is a battery hauler, each category of batteries for which the person arranges transport.
4. If the person is a battery processor, each category of batteries the person processes, the location of each site where the person receives and processes batteries and the types of processed materials that result from the processing.
5. If the person is a battery refurbisher, each category of batteries the person refurbishes or provides for reuse, and the location of each site where the person does the refurbishing or the preparation for the reuse.

(4) The battery hauler, battery processor or battery refurbisher, as the case may be, shall submit updated information within 15 days of any change to the information required under this section.

**PART VII  
REPORTING, AUDITING AND RECORD KEEPING**

**Initial report, collection and management**

**22.** (1) Subject to subsection (3), on or before April 30, 2021, every producer who is required to register under clause 19 (1) (a) shall submit a report to the Authority, through the Registry, that complies with subsection (2).

(2) The report referred to in subsection (1) must contain a description of how the producer is fulfilling or plans to fulfil their responsibilities relating to each applicable category of batteries, including the following:

1. The location of each battery collection site that is part of the producer's collection system, and the name and contact information of the operator of the site.
2. The name, contact information and any unique identifier assigned by the Registrar of each battery hauler, battery processor and battery refurbisher that is part of the producer's collection or management system.

3. A description of any collection services provided by the producer that are available other than at a battery collection site, including the name and contact information of the person who owns, operates or provides the service.
- (3) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,
  - (a) a volunteer organization has submitted a registration with respect to the producer under subsection 19 (5);
  - (b) the producer has entered into an agreement described in clause 6 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
  - (c) on or before April 15, 2021, the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (4).
- (4) The report referred to in clause (3) (c) must contain the following information with respect to the producer:
  1. The location of each battery collection site that is part of the producer's collection system, for each category of batteries, and the name and contact information of the operator of the site.
  2. The name, contact information and any unique identifier assigned by the Registrar of each battery hauler, battery processor and battery refurbisher that is part of the producer's collection or management system.
  3. A description of any collection services provided by the producer or by the volunteer organization that are available other than at a battery collection site, including the name and contact information of the person who owns, operates or provides the service.

**Initial report, producers and volunteer organizations**

**23.** (1) Subject to subsection (3), on or before April 30, 2021, every producer who supplied rechargeable batteries in Ontario in 2019 and who is required to register under clause 19 (1) (a) shall submit a report to the Authority, through the Registry, that contains the following information:

1. The weight of rechargeable batteries supplied in Ontario in 2019 by the producer.
2. The weight, if any, of post-consumer recycled content contained in the batteries referred to in paragraph 1.

(2) Subject to subsection (3), on or before April 30, 2021, every producer who supplied primary batteries in Ontario in 2020 and who is required to register under section 19 shall submit a report to the Authority, through the Registry, that contains the following information:

1. The weight of primary batteries supplied in Ontario in 2020 by the producer.
2. The weight, if any, of post-consumer recycled content contained in the batteries referred to in paragraph 1.

- (3) Subsections (1) and (2) do not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,
  - (a) a volunteer organization has submitted a registration with respect to the producer under subsection 19 (5);
  - (b) the producer has entered into an agreement described in clause 6 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
  - (c) on or before April 15, 2021, the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (4).
- (4) The report referred to in clause (3) (c) must contain the following information with respect to the producer, relating to the batteries identified by the volunteer organization under paragraph 4 of subsection 19 (5) in their registration:
  1. If the producer supplied rechargeable batteries in Ontario in 2019, the weight of those batteries.
  2. If the producer supplied primary batteries in Ontario in 2020, the weight of those batteries.
  3. The weight, if any, of post-consumer recycled content contained in the batteries referred to in paragraphs 1 and 2.

**Annual report, producers and volunteer organizations**

**24.** (1) Subject to subsection (2), on or before April 30, 2022 and on or before April 30 in each subsequent year, every producer who is required to register under section 19 shall submit an annual report to the Authority, through the Registry, that contains the following information with respect to each applicable category of batteries:

1. A description of the actions taken by the producer in the previous performance period to fulfil their responsibilities relating to the requirements set out under Parts III and IV and section 18.
2. A description of how the producer and any producer responsibility organization retained by the producer satisfied the management requirement in the previous performance period, including the following information:
  - i. The weight of batteries that were refurbished.
  - ii. The weight of batteries that were reused.

- iii. The total weight of processed materials that resulted from the processing of batteries that were,
    - A. provided to a person for the making of new products or packaging,
    - B. used to enrich soil, or
    - C. used as aggregate.
  - iv. The total weight of batteries and the weight of processed materials that were,
    - A. land disposed,
    - B. incinerated,
    - C. used as a fuel or a fuel supplement,
    - D. stored, stockpiled, used as daily landfill cover or otherwise deposited on land, or
    - E. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum permitted under subsection 16 (2).
3. The weight of batteries supplied in Ontario and the weight, if any, of post-consumer recycled content contained in those batteries, verified in accordance with the Verification and Audit Procedure,
- i. in the previous calendar year, with respect to primary batteries, and
  - ii. in the calendar year two years prior, with respect to rechargeable batteries.
- (2) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,
- (a) a volunteer organization has submitted a registration with respect to the producer under subsection 19 (5);
  - (b) the producer has entered into an agreement described in clause 6 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
  - (c) on or before April 15 in the year in which the report under subsection (1) is required to be submitted, the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (3).
- (3) The report referred to in clause (2) (c) must contain the following information with respect to the producer:
- 1. A description of the actions taken by the volunteer organization in the previous performance period to carry out the responsibilities of the producer.
  - 2. A description of any actions taken in the previous performance period by the volunteer organization and any producer responsibility organization retained by the volunteer organization in relation to satisfying the producer's management requirement, including the following information:
    - i. The weight of batteries that were refurbished.
    - ii. The weight of batteries that were reused.
  - iii. The total weight of processed materials that resulted from the processing of batteries that were,
    - A. provided to a person for the making of new products or packaging,
    - B. used to enrich soil, or
    - C. used as aggregate.
  - iv. The total weight of batteries and the weight of processed materials that were,
    - A. land disposed,
    - B. incinerated,
    - C. used as a fuel or a fuel supplement,
    - D. stored, stockpiled, used as daily landfill cover or otherwise deposited on land, or
    - E. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum permitted under subsection 16 (2).
3. The weight of batteries identified in paragraph 4 of subsection 19 (5) that were supplied in Ontario by the producer and the weight, if any, of post-consumer recycled content in those batteries, verified in accordance with the Verification and Audit Procedure,
- i. in the previous calendar year, with respect to primary batteries, and
  - ii. in the calendar year two years prior, with respect to rechargeable batteries.

#### **Annual report, producer responsibility organizations**

**25.** On or before April 30, 2022 and on or before April 30 in each subsequent year, every producer responsibility organization that is required to register under section 20 shall submit an annual report to the Authority, through the Registry, that contains the following information with respect to each applicable category of batteries in the previous performance period:

1. The weight of batteries collected by the producer responsibility organization.
2. A list of every battery processor and battery refurbisher that the producer responsibility organization retains to process or refurbish batteries, including any unique identifier assigned by the Registrar, and the weight of the processed materials and refurbished batteries processed by each battery processor or battery refurbisher.
3. The weight of refurbished batteries and the weight of processed materials allocated to each producer who retained the producer responsibility organization's services for the purpose of satisfying their management requirement under section 13.
4. The number and location of battery collection sites or public battery collection events, and a description of any collection services, arranged, established or operated on behalf of each producer by the producer responsibility organization and the producer's name, contact information and any unique identifier assigned by the Registrar.

#### **Reports, battery haulers**

**26.** On or before April 30, 2022 and on or before April 30 in each subsequent year, every battery hauler who is required to register under section 21 shall submit an annual report to the Authority, through the Registry, that contains the following information with respect to each applicable category of batteries in the previous performance period:

1. The weight of batteries picked up from a battery collection site or from a person and the name and contact information of the operator of the site or person.
2. For each battery refurbisher to whom the battery hauler provided batteries referred to in paragraph 1, the weight of batteries provided and the battery refurbisher's name, contact information and any unique identifier assigned by the Registrar.
3. For each battery processor to whom the battery hauler provided batteries referred to in paragraph 1, the weight of batteries provided and the battery processor's name, contact information and any unique identifier assigned by the Registrar.
4. If the battery hauler is part of a producer's collection system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.
5. If any of the batteries referred to in paragraph 1 were collected from outside of Ontario, the weight of those batteries.

#### **Reports, battery processors**

**27.** (1) Subject to subsection (2), on or before April 30, 2022 and on or before April 30 in each subsequent year, every battery processor who is required to register under section 21 and who processed 300 tonnes or more of batteries for the purpose of fulfilling producer responsibilities in the previous calendar year shall submit an annual report to the Authority, through the Registry, that contains the following information with respect to each applicable category of batteries in the previous performance period:

1. The weight of batteries and the weight of processed materials derived from batteries received from a battery hauler or any other person at each site where the battery processor receives and processes batteries and the battery hauler's or the person's name, contact information and any unique identifier assigned by the Registrar.
2. The weight of batteries referred to in paragraph 1 that the battery processor sold or provided for refurbishing or reuse.
3. A description of the processing activities undertaken by the battery processor, including the weight of batteries referred to in paragraph 1 that were processed and the weight of the processed materials, by material type.
4. With respect to the processed materials referred to in paragraph 3,
  - i. a list of the types of products and packaging that were made by the battery processor and the weight of the processed materials that were used in the making of such products and packaging,
  - ii. the weight of the processed materials that were sent by the battery processor to another person for the purpose of making products and packaging and the types of products and packaging that were made by the other person with the processed materials,
  - iii. the weight of the processed materials that were used to enrich soil, and
  - iv. the weight of the processed materials that were used as aggregate.

5. The weight of batteries referred to in paragraph 1 and the weight of processed materials referred to in paragraph 3 that were,
    - i. land disposed,
    - ii. incinerated,
    - iii. used as a fuel or a fuel supplement,
    - iv. stored, stockpiled, used as daily landfill cover or otherwise deposited on land, or
    - v. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum permitted under subsection 16 (2).
  6. If the battery processor is part of a producer's management system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.
  7. The recycling efficiency rate, verified in accordance with the Verification and Audit Procedure, of the battery processor for each category of batteries processed at the facility and a description of the methodology and information used to calculate and verify the recycling efficiency rate.
- (2) The information provided under paragraphs 1 to 5 of subsection (1) must include information with respect to batteries, and any processed materials derived from batteries, collected in Ontario as well as outside of Ontario.

**Annual report, battery refurbishers**

**28.** On or before April 30, 2022 and on or before April 30 in each subsequent year, every battery refurbisher who is required to register under section 21 shall submit an annual report to the Authority, through the Registry, that contains the following information with respect to each applicable category of batteries in the previous performance period:

1. The weight of batteries received from a battery hauler or any other person at each site where the battery refurbisher receives and refurbishes batteries and the battery hauler's or the person's name, contact information and any unique identifier assigned by the Registrar.
2. The weight of batteries referred to in paragraph 1 that were refurbished or provided for reuse.
3. The weight of batteries referred to in paragraph 1 that were sent for processing.
4. If any of the batteries referred to in paragraph 1 were collected from outside of Ontario, the weight of those batteries.
5. If the battery refurbisher is part of a producer's management system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.

**Records**

**29.** Every producer, producer responsibility organization, battery hauler, battery processor, battery refurbisher and volunteer organization shall keep the following records in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

1. Records related to arranging for the establishment or operation of a collection or management system for the purpose of fulfilling responsibilities relating to batteries.
2. Records related to establishing or operating a collection or management system for the purposes of fulfilling responsibilities relating to batteries.
3. Records related to information required to be submitted to the Authority, through the Registry.
4. Records related to implementing a promotion and education program required under this Regulation.
5. Records related to the weight of batteries supplied in Ontario.
6. Any agreements that relate to paragraph 1, 2, 3, 4 or 5.

**Records, battery collection sites**

**30.** (1) Every operator of a battery collection site at which batteries are collected shall keep the following records with respect to each applicable category of batteries collected at each site, if there is more than one, in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

1. The weight of batteries that were collected.
2. The weight of batteries referred to in paragraph 1 that the operator provided for reuse or refurbishing or sent for processing.

3. For each battery hauler to whom the operator provided batteries referred to in paragraph 1, the weight of the batteries provided and the battery hauler's name, contact information and any unique identifier assigned by the Registrar.
4. If any of the batteries referred to in paragraph 1 were collected from outside of Ontario, the weight of those batteries.

(2) If a battery processor, a battery refurbisher or the operator of a battery collection site that is not part of a retail location collects more than 15 kilograms of batteries from a person on a single day, the battery processor or battery refurbisher, as the case may be, shall keep the following records, in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

1. The person's name, contact information and any unique identifier assigned by the Registrar.
2. The weight of batteries accepted on that day from that person.

#### **Audit, management systems**

**31.** (1) Every producer shall cause an audit to be undertaken of the practices and procedures the producer implemented in order to comply with sections 12 to 16,

- (a) on or before April 30, 2024, with respect to each category of batteries the producer was responsible for between January 1, 2022 and December 31, 2023; and
- (b) on or before April 30, 2027 and on or before April 30 in every third performance period after that, with respect to each category of batteries the producer was responsible for in the three immediately preceding calendar years.

(2) On or before April 30 in any year in which an audit is required under subsection (1), the producer shall prepare and submit a copy of a report on the audit to the Authority, through the Registry, that includes the following with respect to each applicable category of batteries:

1. The weight of batteries that were refurbished.
2. The weight of batteries that were reused.
3. The weight of processed materials that resulted from the processing of batteries that were,
  - i. provided to a person for the making of new products or packaging,
  - ii. used to enrich soil, or
  - iii. used as aggregate.
4. A list of the types of products and packaging that were made with the processed materials referred to in paragraph 3.
5. The weight of batteries and the weight of processed materials that were,
  - i. land disposed,
  - ii. incinerated,
  - iii. used as a fuel or a fuel supplement,
  - iv. stored, stockpiled, used as daily landfill cover or otherwise deposited on land, or
  - v. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum permitted under subsection 16 (2).
6. A statement confirming whether the producer satisfied their management requirement.

(3) The audit referred to in subsection (1) must be conducted by an independent auditor who is licensed or holds a certificate of authorization under the *Public Accounting Act, 2004* and in accordance with the procedures set out in the Verification and Audit Procedure.

#### **Access to information and privacy**

**32.** Information and data submitted under this regulation to the Authority through the Registry shall not be posted on the Registry unless it is posted in a manner that is consistent with the "Access and Privacy Code" published by the Authority and dated December 14, 2017, as amended from time to time, and available on the website of the Registry.

### **PART VIII AMENDMENTS AND COMMENCEMENT**

#### **Amendments**

**33. (1) Paragraph 1 of subsection 7 (1) of this Regulation is amended by striking out "sections 18 and 31" and substituting "section 31".**

**(2) Paragraph 2 of subsection 7 (1) of this Regulation is amended by striking out "18".**

**(3) Section 18 of this Regulation is revoked.**

**(4) Paragraph 1 of subsection 24 (1) of this Regulation is amended by striking out “and section 18” at the end.**

**Commencement**

**34. (1) Subject to subsection (2), this Regulation comes into force on the day it is filed.**

**(2) Section 33 of this Regulation comes into force on July 1, 2023.**

Français

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# Minimum Terminal Protection Requirements PALLETIZED SHIPPING IN DRUMS

Below are the minimum requirements for preparing household batteries for shipment. When in doubt of the battery type, Call2Recycle® *recommends the battery be individually bagged or taped.*

## BATTERY TYPE / CHEMISTRY

## TERMINAL PROTECTION REQUIRED?



### Rechargeable Batteries

- Nickel Cadmium (Ni-Cd)
- Nickel Metal Hydride (Ni-MH)
- Nickel Zinc (Ni-Zn)

### Primary Batteries

- Alkaline (under 12v)
- Carbon Zinc



### Rechargeable Batteries

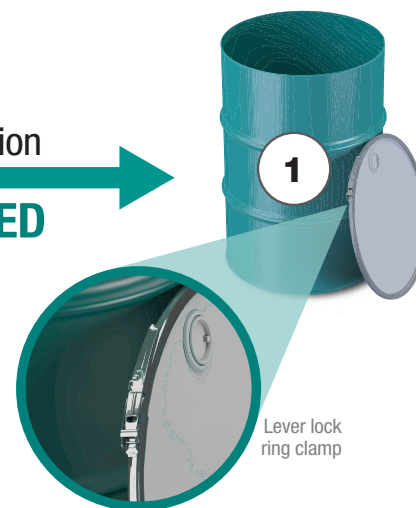
- Lithium Ion (Li-Ion)
- Small Sealed Lead Acid (SSLA/Pb)

### Primary Batteries

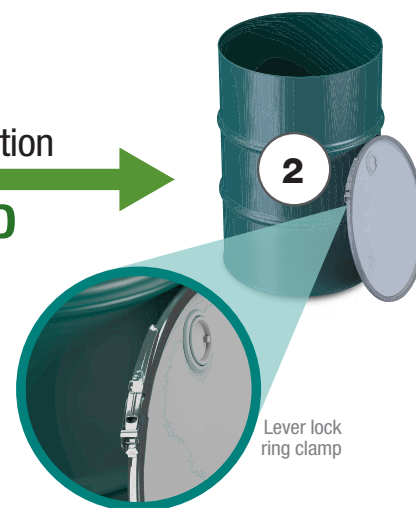
- Lithium
- Alkaline (over 12v)
- Button/Coin Cell

**DAMAGED BATTERIES:** Special Transport Canada-approved packaging (not included here) for shipment required. Contact Customer Service at 1.888.224.9764 for assistance.

**NO** Terminal Protection  
**NOT REQUIRED**



**YES** Terminal Protection  
**IS REQUIRED**



## Charge Up Safety!™

[call2recycle.ca/safety](http://call2recycle.ca/safety)

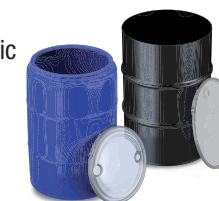


### Avoid the spark!

Battery terminals that touch metal surfaces or other batteries can spark, causing a fire or explosion.

### Drum requirements

UN rated steel drum (1A) with plastic liner OR UN rated polyethylene drum (1H), with open head and lever lock ring lid.



## Protect terminals before shipping How to Bag or Tape a Battery!



Place the battery into a clear plastic bag.

- Call2Recycle-provided bags
- Produce bags
- Newspaper bags
- Ziploc® bags

! Clear bags only

If no bags are available, tape the positive (+) terminal with a non-conductive tape.

- Clear packing tape
- Electrical tape
- Duct tape

! No masking tape  
No painter's tape  
No Scotch® tape  
Do not cover chemistry label



# REPORT TO COUNCIL

Meeting Date: 11/17/2020	Report Number: 2020-DEV-060
Presented by: Ashley Bilodeau	Department: Development Services

## REPORT TITLE

Letter of Intent to Commit Funding to the Central Ortho - Photography Project 2021

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-060 entitled “**Letter of Intent to Commit Funding to the Central Ortho - Photography Project 2021**”, be received,

**THAT** Council for the Corporation of the Town of Kirkland Lake hereby commits to allocate funding to the Ontario Ministry of Natural Resources and Forestry for the Central Ontario Ortho - Photography Project (COOP) 2021 in an amount not to exceed \$2,000.00 to be placed in the 2022 Budget, and

**THAT** the Mayor is hereby authorized to sign the Letter of Intent.

## BACKGROUND

The Town of Kirkland Lake has been a partner with the Central Ontario Ortho - Photography Project since 2011, which has provided high quality aerial imagery for the Town of Kirkland Lake and watershed. This imagery is imported into the Town’s CGIS platform and is used daily for various purposes, including development applications, by-law enforcement, asset management and locating services.

On October 8<sup>th</sup>, 2020, the Ministry of Natural Resources and Forestry (MNR) hosted a presentation for all municipalities, federal groups, First Nations, Conservation Authorities, Provincial Ministries and Private Agencies of Central Ontario to explain the project and proposed partnership. Land Information Ontario (LIO) pays 40% of the acquisition costs and the remaining 60% is shared between the partners in the project. As a partner, the Town would share the cost of the acquisition with the other participating partners, in exchange for access to the aerial photography. These images would be taken in the Spring of 2021, once the snow melts and before the trees bud.

## **R A T I O N A L E**

During the conversation with the MNRF, a timeline was presented which outlined certain time sensitive deadlines for the project. This includes a soft deadline of end of November to provide a Letter of Intent from the partners. The more partners that commit to the project, the lower the overall cost will be.

The letter of intent does not make the Town legally obligated to provide funding and the Town can decline to participate once the organizers have determined the overall cost per square kilometre.

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

The Town can decide not to participate in this project. This is not recommended. The aerial imagery is useful for land use planning, asset management, emergency planning, compliance enforcement, etc. This is a positive partnership for the Town and a cost effective method to obtain this data.

Google Earth is accessible and updated quite regularly, but is not a layer that can be superimposed with the property fabric on our geographic information system.

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

There is a minimum cost of \$1,000.00 to be a contributing partner. The program charges each partner per square kilometre of delivered images. Kirkland Lake is approximately 279 square kilometres. At the budgeted cost of \$5.00 per square kilometre, the Town would be responsible for a cost of approximately \$1,395.00.

The images would not be delivered until the Spring of 2022, which means this cost would be included in the 2022 Budget.

## **R E L A T I O N S H I P T O S T R A T E G I C P R I O R I T I E S**

Aerial imagery assists Town staff in compliance enforcement and asset management, both of which are priorities identified within the Strategic Plan.

## **A C C E S S I B I L I T Y C O N S I D E R A T I O N S**

Not applicable.

## **CONSULTATIONS**

Bryce Matthews, Ministry of Natural Resources and Forestry  
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

## **ATTACHMENTS**

Attachment 1 – Letter of Intent

<<<DATE>>>

Ontario Ministry of Natural Resources and Forestry  
Corporate Management and Information Division  
Mapping and Information Resources Branch  
Mapping and Geomatics Services Section  
Spatial Data Support Unit  
300 Water Street  
2<sup>nd</sup> Floor, North Tower  
Peterborough, Ontario  
K9J 3C7

Attention: Mapping and Geomatics Project Manager, Spatial Data Support Unit

**Re: Central Ontario Orthophotography Project (COOP) – 2021**

**Letter of Intent to Commit Funding – Area of Interest Option**

To whom it may concern,

This letter is to inform you that the <<< **Insert Organization Name** >>> intends to participate in the partnership to acquire leaf off, digital orthophotography in central Ontario during the spring of 2021. We acknowledge that the Ministry of Natural Resources and Forestry (MNRF) is the lead for this project and requires this Letter of Intent to Commit Funding as the first component of organizational commitment to the project. It is expected that this letter gives the MNRF the ability to continue with the management and implementation of the project, which will include formalizing the funding partnership and developing the funding model. Subject to the appropriate financial approvals, <<< **Insert Organization Name** >>> agrees that they will genuinely pursue funding and a firm commitment for this project but recognize that, should their Council or Board not approve such an expenditure, they will have no legal obligation to provide funding.

It is understood that the development of the COOP2021 partnership will be implemented in a phased approach, prior to organizations making a final commitment to the amount of funding required. We accept the phases for the project, as described below:

1. A minimum funding contribution of \$1,000.00 is required to become a COOP2021 participant. No funding is required until the agreements have been finalized.
2. Organizations provide MNRF with a Letter of Intent to Commit Funding, along with an Esri shapefile outlining their area(s) of interest, using the COOP2021 tile index. **(Deadline – November 3, 2020)**

3. MNRF will use the shapefiles provided by each organization, apply the funding model (based on the value of the accepted contract for the acquisition), and provide all organizations with the calculated cost for their portion of the project area.
4. Organizations will then accept their funding commitment, or decide not to participate in the partnership, by notifying the MNRF Project Manager.
5. Upon receipt of acceptance (or withdrawal) from the registered organizations MNRF will rerun the funding model and provide adjusted costs to all participating organizations.
6. Once the final calculations have been completed, and each organization has acknowledged their commitment, a legal agreement will be provided to formalize the funding commitment and participation of each organization.

An ESRI shape file will be provided to the MNRF Mapping and Geomatics Project Manager with the submission of this letter. The ESRI shape file will define the area of interest for <<< **Insert Organization Name** >>> so that it can be used to calculate the shared costs required for the project.

Provided that sufficient funding has been committed by December 18, 2020, to complete the entire project, the undersigned agrees to attempt to formalize the funding commitment through the signature of a legal agreement. If funding for the entire project is insufficient, a meeting will be held to determine whether to limit the scope of the project (extent or products), cancel the project, or seek additional funding. In the event that the scope of the project is limited, the commitment above will be reconsidered.

This partnership presents a unique opportunity for public and private sector organizations to collaborate in a project of this magnitude in order to satisfy a wide variety of business needs. We look forward to seeing this project realized and offer our support in the goals and objectives of developing this partnership.

Sincerely,

<<<**Name**>>>

<<<**Position**>>>

<<<**Organization**>>>

<<<**Phone#:**>>>

<<<**E-mail Address:**>>>

## REPORT TO COUNCIL

Meeting Date: 11/17/2020

Report Number: 2020-DEV-058

Presented by: Ashley Bilodeau

Department: Development Services

### REPORT TITLE

Code of Conduct - Building Officials Policy Review

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-058 entitled “**Code of Conduct - Building Officials Policy Review**”, be received,

**THAT** Council for the Corporation of the Town of Kirkland Lake hereby approves the revised Code of Conduct for Building Officials as presented, and

**THAT** staff be directed to insert the approved policy into the Corporate Policy Manual and upload the Code of Conduct for Building Officials to the Town’s website.

### BACKGROUND

A Code of Conduct for Building Officials is a requirement under Clause 7.1(1) of the Building Code Act. This Policy establishes and enforces a Code of Conduct for Chief Building Official, Plans Examiners and Site Inspectors.

The current Code of Conduct was passed by Council in July of 2018. As part of the Policy Review, Development Services Department staff have reviewed the Code of Conduct Policy and have some minor modifications. The proposed modifications are attached as Attachment 1 to this Report.

### OTHER ALTERNATIVES CONSIDERED

Council may choose to maintain the Policy as is. This is not recommended as the proposed modifications promote accountability to the profession, staff and residents of Kirkland Lake.

## **FINANCIAL CONSIDERATIONS**

There are no financial implications.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

The Strategic Plan identifies a need to review 1 - 2 policies per Council Meeting, to bring the municipality's policies up-to-date to ensure consistency with municipal and Provincial legislation.

## **ACCESSIBILITY CONSIDERATIONS**

There are no accessibility considerations.

## **CONSULTATIONS**

Courtney Nylund, Building Inspector/Property Standards Officer  
Gerald Moore, Chief Building Official

## **ATTACHMENTS**

Attachment 1 – Proposed Policy Modifications



POLICY	
Policy Number: DEV2020-001	Date Approved: <a href="#">July 2018</a>
Department: Development Services	Date Reviewed: <a href="#">October 2020</a>
<b><u>Title Building Code of Conduct</u></b>	

## **1. Policy Statement**

The Town of Kirkland Lake maintains ~~at the~~ Code of Conduct in accordance with the provisions of Clause 7.1(1) of the Building Code Act. The Code of Conduct for Building Officials emulates the Town of Kirkland Lake's commitment to the highest level of professionalism, competence, integrity, and honesty possible for the building certification, structural integrity, and safety of the public.

## **1.2. Purpose**

The purpose of this Code is to:

1. Promote appropriate standards of behaviour and enforcement actions, which the Chief Building Official and Building Inspectors exercise in the performance of their duties,
2. ~~and~~
2. Prevent practices that may constitute an abuse of power, ~~and~~
3. Impartially promote the health and safety of building practices with specific referenced for ~~to the workers and~~ public's health and wellbeing.

## **2.3. Scope**

Not Applicable

## **3.4. Definitions**

Not Applicable.

## **4.5. Policy & Procedures**

### **Standards of Conduct and Professionalism**

**5.1** In addition to the Code of Ethics for all municipal employees, the Town of Kirkland Lake Building Officials undertake to:

- a. Apply all relevant building by-laws, codes and standards equally, appropriately and without favour.
- b. Comply with the provisions of the Building Code Act, the Ontario Building Code and any other Acts or aApplicable laws that regulate or govern Building Officials and/or their functions.
- c. Maintain necessary accreditations to act as a Building Official, and not act beyond their personal level of competence or area of certification.
- d. Operate in the interest of the public in regards to the safety of the building works and structures.
- e. Perform all duties with honesty, integrity and due diligence, and-
- f. Commit to continued education and learning in areas related to the building design and practice, as well as related laws.

**5.2** CBO's and re Inspectors are expected to:

- a. Keep updated onMaintain currency, knowledge and understanding of the Building Code, Acts and Standards.
- b. EarnObtain and maintain qualifications required to be appointed and remain appointed under the Building Code Act.
- c. BeAct as a mentors and technical support for each other when necessary, and
- d. Maintain all relevant accreditations to perform the tasks and duties assigned.

**5.3**Not to disclose any confidential or sensitive material that they obtain in the performance of their duties, except in accordance towith the laws governing Municipal Freedom of Information and the Protection of Privacy.

### **5.4** Breaches of the Code of Conduct

The Ontario Building Code Act dictates that the performance of Building Officials will be measured against this Code of Conduct. Enforcement of this Code of

Conduct is the responsibility of the municipality, and will be carried out in accordance with the Corporate Code of Discipline.

### **5.5 –Enforcement Guidelines**

Any person who has ~~the~~ reason to believe there has been a breach of this Code of Conduct, may, in writing, bring the issue to the ~~attention of the~~ Chief Building Official. Any allegations brought to the attention of the Chief Building Official, will be taken seriously. ~~a~~~~And have an~~ unbiased investigation ~~will be~~ conducted. The Chief Building Official may recommend disciplinary action against any Building Official who fails to comply with this Code of Conduct.

Where allegations involve the Chief Building Official, the Chief Administrative Officer will conduct the investigation, and provide ~~reasonable~~ recommendations for discipline ~~to the Director of Development Services, if necessary.~~

Any disciplinary action arising from a breach or violation of this Code of Conduct ~~is~~shall be the responsibility of the ~~Town of Kirkland Lake's administration department~~ ~~Department~~ ~~Director of Corporate Services~~ ~~Development Services.~~

## **5 Summary**

Not Applicable



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

**BY-LAW NUMBER 20-072**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF PART 1, 54R-6159, A PROPERTY LOCATED ADJACENT TO 26 DIXON AVENUE TO THEADORE AND BRENDA BUKOWSKI**

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

**AND WHEREAS** By-law Number 09-064 was in force on the date of the sale or disposition of the property described as Plan 54R-6159, Part 1;

**AND WHEREAS** the Municipality declared a portion of Spruce Street, north of Dixon Avenue as surplus land on October 20<sup>th</sup>, 1987;

**AND WHEREAS** the Municipality provided public notice of the Town's intent to sell or dispose of the property on August 28, 2020;

**AND WHEREAS** the Municipality has received an offer to purchase land described as Plan 54R-6159, Part 1;

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

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

**THAT** the Mayor and Clerk are hereby authorized to execute all documents related to the sale of the land described as Plan 54R-6159, Part 1 to Theadore and Brenda Bukowski for \$300.00, plus legal costs.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2020.**

\_\_\_\_\_  
Patrick Kiely, Mayor

\_\_\_\_\_  
Meagan Elliott, Clerk



## John Vanthof

MPP/député Timiskaming-Cochrane



To the Mayors, Reeves & Councils of Timiskaming-Cochrane

Nov. 6, 2020

RE: **Bill 226 -The Broadband is an Essential Service Act**

As you are well aware, lack of access to usable and affordable high-speed internet has been a long-standing barrier for many residents and businesses in the riding of Timiskaming-Cochrane. Cities, towns, townships, villages and unorganized areas in our region have expressed concern to the Government and myself regarding the loss of social and economic advancement in our communities and our region due to lack of access. Because of those concerns, I moved a motion in the legislature in 2018 requesting the creation of a \$1 billion dollar, 10-year rural broadband strategy to ensure broadband connectivity for users throughout rural Ontario. The motion passed unanimously and the Government committed to a \$350 million dollar program over 10 years.

With the arrival of the COVID 19 pandemic, the access barrier suddenly became a crisis for many families in rural Ontario. In the 2019/20 budget, \$31 million out of the original \$350 million had been committed to rural broadband investment but none of those dollars flowed to projects. Since budget funding does not carry over into the next budget year, it was an unfortunate loss for a sector so desperate for infrastructure dollars. Another issue that surfaced involved funding earmarked for rural broadband infrastructure that did not appear to be attached to an overall strategy to ensure everyone gets service.

As a result, I tabled the **Broadband is an Essential Service Act** (Bill 226) which would legislate the provincial government to develop and implement a high speed internet strategy that ensures 95% of Ontarians have access by 2026, and the other 5% by 2030. The Minister of Infrastructure would have to report on and update the strategy to ensure its completion. The specifications for the service would be determined by the CRTC.

Since tabling Bill 226, the government has introduced their second budget. It contains a further \$630 million dollar commitment for rural broadband. This is welcome news for rural residents but the original issues are still evident so implementation of the **Broadband is an Essential Service Act** is paramount.

The government has committed to the almost billion dollars identified by the NDP as needed to upgrade the services. The Government needs to commit that the program's completion will ensure all Ontarians have affordable access to high-speed internet.

I ask for your support of **Bill 226- the Broadband is an Essential Service Act** - which will be debated for second reading on November 26, 2020.

Sincerely,

John Vanthof,  
MPP Timiskaming-Cochrane

**Queen's Park** - Room/Bureau 156, Main Legislative Building/Édifice de l'Assemblée législative, Queen's Park, Toronto, ON, M7A 1A5 • Tel/Tél. : 416-325-2000 • Fax/Télécop.: 416-325-1999 • email/cour.: jvanthof-qp@ndp.on.ca

**Community Office** - Pinewoods Center, 247 avenue Whitewood Ave., Unit/Unité 5, Temiskaming Shores, • Tel/Tél. : 705-647-5995 • Fax/Télécop. : 705-647-1976 • toll free/sans frais : 1-888-701-1105 • email/cour. : jvanthof-co@ndp.on.ca **Mailing Address** - PO Box 398, New Liskeard, ON, P0J 1E0



**Solicitor General**

Office of the Solicitor General

25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416 325-0408  
MCSCS.Feedback@Ontario.ca

**Solliciteur général**

Bureau du solliciteur général

25, rue Grosvenor, 18<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416 325-0408  
MCSCS.Feedback@Ontario.ca



132-2020-3089  
**By email**

November 10, 2020

Pat Kiely  
Mayor  
Corporation of the Town of Kirkland Lake  
3 Kirkland Street,  
Kirkland Lake ON P2N 3P4  
[Pat.Kiely@tkl.ca](mailto:Pat.Kiely@tkl.ca)

Dear Mayor Kiely:

I am writing to thank you for taking the time to speak with me, and members of my staff, during the virtual 2020 Association of Municipalities of Ontario (AMO) Conference on August 17, 2020.

The AMO annual conference continues to serve as a valuable forum for municipalities across Ontario to discuss the unique needs of Ontario communities and for the first time in 120 years, this event was held entirely online.

It was a pleasure meeting with you and your delegation from Kirkland Lake to discuss Community Safety and Well-Being (CSWB) plans. I appreciated hearing your feedback and your suggestion that CSWB plans be made optional or be the responsibility of local public health units to complete.

As I shared during our meeting, I am a strong proponent of these plans, which are designed to provide insight into where investments or further work needs to be done at the local level to truly make positive changes in the community. Municipalities were selected to lead this initiative as they are uniquely positioned to take a community-wide, multi-sector approach to identifying and addressing local priority risks with a goal of preventing/reducing crime and complex social issues. We encourage municipalities to engage public health units as key partners in the CSWB planning process.

I also mentioned that there is some flexibility built into the CSWB requirements, including enabling smaller municipalities to work together and leverage resources to develop joint plans.

It is also important to note that the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which came into force on April 14, 2020, amends the *Police Services Act* to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans past the current deadline of January 1, 2021. This new deadline, which will be set by regulation at a later date, will provide municipalities with adequate time to effectively undertake consultations, work collaboratively with partners and develop fulsome and meaningful plans following the provincial emergency.

It is also important to reinforce that CSWB planning is not about making radical changes, but rather recognizing the work already being done within individual agencies and organizations and building from their progress. This planning is about utilizing existing resources in a more innovative, effective and efficient way. Municipalities are encouraged to leverage existing resources and expertise, such as existing committees or planning tables, from both within their communities and from surrounding municipalities to support the planning process.

To support you in your work, the ministry has developed the *Community Safety and Well-Being Planning Framework: A Shared Commitment in Ontario* booklet, which includes the CSWB Planning Framework and a toolkit of practical guidance documents to assist communities as they develop and implement local CSWB plans. Included in this toolkit is a sample CSWB plan, which may be helpful to demonstrate the different components of a completed plan. For your reference, the booklet is available on the ministry's website at:

<https://www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPlanningFramework.html>

Ministry staff are also available to provide direct support to communities in navigating the legislation related to CSWB planning through interactive presentations and webinars as well as through teleconference calls to answer questions and provide guidance, if needed.

As I mentioned in our meeting, I have asked Richard Stubbings, Assistant Deputy Minister of the Public Safety Division, to follow up with you to provide his guidance and advice on this important matter. It is my understanding that his staff have already reached out to you via email offering assistance and additional resources. I encourage you to leverage this support throughout the planning process, as needed.

Our meeting was productive, and I appreciate the valuable insights you and your delegation provided during our discussion. Our government understands the importance of working with our municipal partners and we remain committed to serving and meeting the needs of communities across Ontario.

Pat Kiely, Mayor  
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Thank you again for meeting with us at the 2020 AMO conference and I look forward to continued collaboration between Kirkland Lake and the Ministry of the Solicitor General.

Sincerely,

A handwritten signature in black ink, appearing to read "Sylvia Jones". The signature is fluid and cursive, with the first name "Sylvia" and last name "Jones" clearly distinguishable.

Sylvia Jones  
Solicitor General

c: Richard Stubbings, Assistant Deputy Minister, Public Safety Division



# **DECISION OF THE INTEGRITY COMMISSIONER**

**TOWN OF KIRKLAND LAKE**

**ALLEGATION: CODE OF CONDUCT CONTRAVENTION**

**BY: COUNCILLOR OWEN**



## **Prepared By:**

Gil Hughes, Investigator  
Investigative Solutions Network (ISN)

Peggy Young-Lovelace  
E4m Consultant/Director

## I. EXECUTIVE SUMMARY

1. On February 14, 2020, a request was received by our office for an Integrity Commissioner inquiry into allegations that Rick Owen (“Councillor Owen”) contravened section 8 of the Town of Kirkland Lake Code of Conduct (“Code”) as well as the Council Staff Relations Policy (“CSR Policy”).
2. The request was filed by long-term municipal employee, Bonnie Sackrider (“Ms. Sackrider”), Kirkland Lake’s Community Services Director. It is relevant that this position reports to the CAO, not directly to Council in the municipality’s organization chart.
3. Ms. Sackrider alleged that Councillor Owen on multiple occasions did contravene the following sections of the Code:
  - 1.2 (c) not acting with integrity;
  - 7.1 duty and responsibility to treat staff appropriately and without bullying or intimidation and to ensure the work environment is free from discrimination and harassment;
  - 7.2 a member shall not use indecent, abusive or insulting words, tone or expressions toward staff;
  - 8.3 every member shall show respect for staff and officers, and for their professional capacities and responsibilities;
  - 8.5 no member shall further his authority by intimidating [sic]<sup>1</sup>
4. Further that Councillor Owen did also contravene the following sections of the CSR Policy in his treatment of her:
  - 5.7 Staff shall not be the target of derisive/vexatious comments/behaviour/conduct. Comments on staff performance shall be directed through the appropriate confidential performance reviews.
  - 5.10 Professionalism – advance notice of questions to Staff provides an opportunity for Staff to provide quality reports and advice
  - 5.11 Members, staff and Officers shall work hard at fostering a climate of mutual respect. Each must be respectful of others’ intelligence and professional duties. Members, Staff and Officers must understand that they

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<sup>1</sup> Original request for inquiry documents from Bonnie Sackrider

all face different, often unique challenges and recognize their overarching goal is to serve the best interests of the Municipality.

5. Ms. Sackrider reported that despite multiple training sessions **“at which proper conduct and staff relations were specifically addressed”** Councillor Owen’s **“behaviour directly contradicts the principles advocated in these training sessions”**.<sup>2</sup>
6. She further reported that she had **“repeatedly been subject to overt as well as subtle or covert examples of intentionally rude, demeaning and dismissive behaviour by various Councillors.”**<sup>3</sup> Ms. Sackrider cited public reprimands, accusations about professional competence, and undermining of credibility in front of others among the behaviours exhibited by Councillor Owen on an intermittent basis beginning in December of 2018. She reported that these behaviours were demeaning and led to an extended leave from work.
7. Ms. Sackrider reported several situations occurring over a period of several months. Her allegations included the removal of salary, disrespectful eye rolling, interjecting mocking comments during and after presentations, speaking unfavourably in front of staff and blaming her for the Town’s inability to hire staff and generally undermining her credibility. The incidents form a pattern of negativity and disrespect.

Reduction of Salary – Ms. Sackrider reported that she was receiving a “top up” to her salary for extra administrative work added to her original workload due to the CAO vacancy. This “top up” was then allegedly removed by Council notwithstanding that Ms. Sackrider reports to the CAO or Interim/Acting CAO;

Eye Rolling – that allegedly Councillor Owen had a practice of disrespectfully rolling his eyes in public meetings when Ms. Sackrider was presenting reports to Council;

Undermining Credibility – that allegedly Councillor Owen undermined her credibility by:

- interjecting mockingly when she made presentations as reported
  - with respect to Firefighter negotiations (September 17, 2019), Closed
  - with respect to a presentation regarding the Fitness Centre (October 22, 2019)
  - with respect to the presentation of a report regarding the arena chiller (November 6, 2019)
  - with respect to a closed session Council meeting when she began to provide an update on Fighter negotiations as requested by the Mayor and further at the same meeting regarding a report, she was presenting about crossing guards.
- telling a municipal employee [a colleague of Ms. Sackrider] that Ms. Sackrider was the reason the municipality could not hire crossing guards and lifeguards.
- a subordinate employee reported that during a conversation with Councillor Owen, Ms. Sackrider came up and Councillor Owen’s remarks were not favourable.

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<sup>2</sup> Original request for inquiry documents from Bonnie Sackrider

<sup>3</sup> Original request for inquiry documents from Bonnie Sackrider

8. The matter was investigated by Mr. Gil Hughes (the “Investigator”) who is an experienced investigator with Investigative Solutions Network (“ISN”) and has carried out similar investigations on behalf of Expertise for Municipalities (“E4m”).
9. The Investigator reported:

*“Councillor Owen categorically denied that he had been disrespectful towards Ms. Sackrider. He further advised that he objected to Ms. Sackrider’s word choices and objected to the remaining allegations because they only captured portions of conversations that were subject to interpretation. Councillor Owen added that if he were truly trying to discredit Ms. Sackrider, it would have been done during a session available for public viewing.*

*Rick Owen’s credibility is undermined after examining his behaviours such as eye-rolling and disrespectful comments. Independent witnesses established that Rick Owen exhibited eye-rolling as an obvious reaction to Bonnie Sackrider’s presentations. This seemingly insignificant behaviour actually formed a portion of a larger constellation of negative behaviours exhibited by Rick Owen. He attempted to justify his eye-rolling by advising that he has some sort of eye movement issue whenever he moves his head in an upward direction.*

*Independent witnesses recalled hearing Rick Owen making disparaging and disrespectful comments about Bonnie Sackrider, thereby questioning his credibility. Rick Owen did not apologize for his disrespectful words, but instead he offered regret for not realizing his private conversations could be used against him. He further attempted to justify his behaviour as being part of his position as a Town of Kirkland Lake councillor.”<sup>4</sup>*

10. The Role of Council is established in section 224 of the *Municipal Act* 2001 ch 25. wherein it provides that it is Council’s role to represent the public and to consider the well-being and interests of the municipality; determine the services a municipality will provide, the level to which those services will be offered/managed and to establish policies for the municipal operation.
11. The Role of Officers/Employees is established in section 227 of the *Municipal Act* 2001 ch 25. which provides that it is their role to carry out the direction of Council, to undertake research and provide professional advice to Council on the policies and programs of the municipality as well as to carry out other duties required under the *Municipal Act* or other Acts.

## **FINDINGS**

12. Our findings in these matters are as follows:

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<sup>4</sup> Investigation Report – Gil Hughes, ISN dated September 14, 2020

Councillor Owen clearly contravened sections 5.7, 5.10 and 5.11 of the CSR Policy which in itself is a contravention of section 5.1 of the Code of Conduct which states that:

*Every Member shall observe and comply with every provision of this Code of Conduct as well as all other policies and procedures adopted or established by Council.*

Further, Councillor Owen has contravened sections 7.1, 7.2, 8.1 and 8.3 of the Code of Conduct.

We do not find that that Councillor Owen contravened sections 1.2 (c) or 8.5 of the Code of Conduct.

## **II. LEGISLATIVE FRAMEWORK**

13. Under section 223.4(1)(a) of the *Municipal Act*, Council, a member of Council or a member of the public may make a request for an inquiry to the Integrity Commissioner about whether the member has contravened the Code of Conduct applicable to that member.
14. When a matter is referred to us, we may then conduct an inquiry in accordance with the Municipality's Integrity Commissioner Inquiry Protocol and, upon completion of the inquiry, we may make recommendations to Council on the imposition of penalties.
15. Section 270 of the *Municipal Act* requires a municipality to adopt and maintain a policy with respect to the relationship between Members of Council and the Officers and Staff of the Municipality. The Town of Kirkland Lake has adopted such a policy which contains a provision that it is the role of the Integrity Commissioner to investigate matters related to alleged contraventions of this policy by member of Council.

## **III. THE REQUEST**

16. The request before us was properly filed and in accordance with the *Municipal Act* and the relevant policies and procedures for the Town of Kirkland Lake. The Requestor in this matter is an employee of the Town. The Requestor alleged that Councillor Owen contravened sections 1.2 (c), 7.1, 7.2, 8.3, and 8.5 of the Town's Code of Conduct as well as sections 5.7, 5.10 and 5.11 of the Staff Council Relations Policy.

#### IV. THE INQUIRY PROCESS

17. The responsibilities of the Integrity Commissioner are set out in section 223.3(1) of the *Municipal Act*. On March 1, 2019, section 223.2 of the *Municipal Act* was amended, and municipalities were required to adopt a Code of Conduct. Further, municipalities were to appoint an Integrity Commissioner who is responsible for the application of the Code of Conduct. Complaints may be made by Council, a member of Council or a member of the public to the Integrity Commissioner for an inquiry about whether a member has contravened the Code of Conduct that is applicable to that member.
18. After receiving the complaint, we followed the inquiry process as set out in the Integrity Commissioner Inquiry Protocol. We did a preliminary review of each complaint which resulted in the decision to conduct an inquiry into the matter. Gil Hughes, a professional investigator with Investigative Solutions Network (ISN), was assigned as an agent of the Integrity Commissioner to carry out an investigation into the Requestor's allegations. The inquiry followed the process outlined in section 5 of the Integrity Commissioner Inquiry Protocol which included reviewing the available evidence, interviewing the Requestor, witnesses and the Respondent Member, Councillor Owen.
19. The conclusions we arrived at with respect to this matter are based upon the standard of a balance of probabilities. Balance of probabilities is a civil burden of proof, meaning that there is evidence to support the allegation that the comments or conduct "more likely than not" [50.1%] took place, and that the behaviour is a breach of the Township's Code of Conduct. As required, assessments of credibility have been made. These assessments are based on:
- whether or not the individual had first-hand knowledge of the situation,
  - whether or not the individual had an opportunity to observe the events,
  - whether or not the individual may have bias or other motive,
  - the individual's ability to clearly describe events,
  - consistency within the story,
  - the attitude of the individual as they were participating,
  - any admission of dishonesty<sup>5</sup>
20. Worthy of note is the fact that Mr. Hughes, the investigator, determined that Councillor Owen was less than credible. He attempted to justify his behaviour by making excuses rather than owning his actions.

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<sup>5</sup> *Farnya v. Chorny* (1951), [1952] 2 D.L.R. 354 (B.C.C.A.), at Para 10, 11. *Alberta (Department of Children and Youth Services) v. A.U.P.A.* (2009), 185 LAC (4<sup>th</sup>) 176 (Alta.Arb.)

## V. THE FACTS

21. Ms. Sackrider is employed with the Town of Kirkland Lake. She currently holds the position of Community Services Director and reported being employed by the Town for thirty-six (36) years.
22. In February 2020, she submitted a detailed complaint to the Integrity Commissioner alleging misconduct by Councillor Rick Owen.
23. Ms. Sackrider alleged that Councillor Owen was responsible for a series of incidents that she believed to be disrespectful behaviour, thereby violating the Code and the CSR Policy.
24. By all accounts, Bonnie Sackrider is a dedicated, respected, and credible public servant that does not possess a hidden agenda.
25. She reported to the investigator:

*"I'm trying to keep things positive. I'm the exact opposite of the complainer. I am the find a solution, move forward, how do we-.... I've been doing that in my job forever. I do that with my family. I do that all the time. So to do this is a little out of my- I guess, my personality. But I know it's the right thing to do. I know that I didn't deserve this treatment and I know that no one else does either."*<sup>6</sup> [sic]

– Bonnie Sackrider March 11, 2020
26. Ms. Sackrider reported several situations occurring over a period of several months. Her allegations included the removal of salary, disrespectful eye rolling, interjecting, mocking comments during and after presentations, speaking unfavourably in front of other staff and blaming her for the Town's inability to hire staff and generally undermining her credibility. Collectively, the incidents form a pattern of negativity and disrespect.
27. Reduction of Salary – Ms. Sackrider reported that she was receiving a "top up" to her salary for administrative work added to her current workload due to the CAO vacancy and that was then allegedly removed by Council;
28. Eye Rolling – that allegedly Councillor Owen had a practice of rolling his eyes when Ms. Sackrider was presenting reports to Council;
29. Undermining Credibility – that allegedly Councillor Owen undermined her credibility by:
  - interjecting mockingly when she made presentations as reported
    - with respect to Firefighter negotiations (September 17, 2019)
    - with respect to a presentation regarding the Fitness Centre (October 22, 2019)
    - with respect to the presentation of a report regarding the arena chiller (November 6, 2019)
    - with respect to a closed session Council meeting when she began to provide an update on Fighter negotiations as requested by the Mayor and further at

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<sup>6</sup> March 11, 2020, Transcript of Ms. Sackrider, Investigator Report September 14, 2020

the same meeting report regarding a report, she was presenting about crossing guards.

- telling a municipal employee that she was the reason the municipality could not hire crossing guards and lifeguards.
- a colleague reported that during a conversation with Councillor Owen, Ms. Sackrider came up and it was not favourable.

30. Rick Owen was elected to Council [October 2018] and sworn as a Member of the Town of Kirkland Lake Council in December 2018. Councillor Owen is a long-time resident of the Town and was an area journalist prior to his retirement. He stated that he was motivated to become a Councillor because of his belief that no one ever asked tough questions and were always assuming the Town staff was telling the truth.
31. Councillor Owen reported to the investigator that it was his opinion that the hard questions he asks likely ruffled feathers and was the foundation of the complaint against him.
32. Councillor Owen denied the allegations that his behaviour toward Ms. Sackrider was disrespectful. And, rationalized that if he intended to disrespect Ms. Sackrider, he would have done it in a public setting not during in-camera/closed Council sessions.
33. With respect to the specific allegations he reported to the investigator that:
34. Reduction of Salary – that he had no idea of the amount of “top up” being received by Ms. Sackrider but believed that Ms. Sackrider’s extra salary was removed because she had finished a specific task associated with the completion of aquatic centre.
35. Eye Rolling - that this is a practice he uses when distracted by something and needing to refocus his thoughts. When asked if he had ever rolled his eyes during Bonnie Sackrider’s presentations Councillor Owen “*said “I can’t say if I did or didn’t.” He attempted to explain how it might appear that he was rolling his eyes after recently discovering that when he looks up, his eyes go up into his forehead and move back into position when he looks back down. Mr. Owen said he was unaware of the eye rolling until he became aware of the action occurring when he was trying to block distractions such as his grandchildren and refocus on a subject.*”<sup>7</sup>
36. Undermining Credibility – with respect to the allegations made by Ms. Sackrider noted above, the following provides a summary of her evidence, the Respondent evidence of Councillor Owen and relative witness evidence.

**Regarding the allegation of October 22, 2019, when Ms. Sackrider was making a presentation regarding the Fitness Centre:**

37. Ms. Sackrider presented information in relation to a public and private fitness partnership. She recalled Councillor Owen saying “*This is all wrong*” and remarking about her fancy handouts. Ms. Sackrider felt the remarks were condescending and resulted in her being criticized in a public fashion.

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<sup>7</sup> Investigator Report September 14, 2020, Rick Owen response to allegations



38. A witness recalled Ms. Sackrider having a PowerPoint presentation, a booklet, and statistics during the presentation because she was following the instructions of the CAO. The witness also reported that other private fitness providers who presented to Council at that meeting complained because their presentation was not as sophisticated as Ms. Sackrider's.
39. Councillor Owen denied that he had concerns about the Town of Kirkland Lake having an unfair advantage over the private groups and was trying to reach a common ground. It was Councillor Owen's opinion that Ms. Sackrider made a bad situation worse because of the PowerPoint presentation, 5-page booklet, and the number of staff used to augment their presentation.
40. Councillor Owen said the private fitness providers complained about the town having an unfair advantage.
41. Also, Councillor Owen reported that he took exception to the formula Ms. Sackrider applied to justify the fitness centre's pricing and accounting. Furthermore, he did not believe Ms. Sackrider was accurate and believed the Town's 60% mark-up of costs was unnecessary and affected a recently purchased private fitness provider business and other groups that rent church basements.

**Regarding the allegation of November 6, 2019, when Ms. Sackrider was making a presentation regarding the arena chiller:**

42. On November 6, 2020, Bonnie Sackrider recollected presenting information regarding a chiller unit that is a part of the ice-making unit and was coming to the end of its planned 25-year life expectancy.
43. A witness reported that Ms. Sackrider was speaking to Council about things that needed fixing and the eligibility of funding for the repairs.
44. Councillor Owen advised that he took exception to what Ms. Sackrider was saying because she used the term "legislated." It was his belief that because she referred to legislation it gave the impression that Council had no choice but to follow what she was saying.
45. Councillor Owen added that the previous Council would have accepted what Ms. Sackrider was presenting and not challenged her position. Councillor Owen said by the third meeting regarding the chiller unit, Ms. Sackrider used the term regulation or regulation as opposed to legislated. He thought Ms. Sackrider's semantic change provided the Council with a choice and it changed her position.
46. Councillor Owen admitted that he did not look into the insurance provisions associated to the chiller unit and was unsure whether or not it fell within an insurance act or regulation. He did understand the chiller unit attached to the boiler had a 25-year life that was due to expire in 2021 and it would require some lead time and budgeting for the replacement of the unit but he did not look into the matter any further.
47. Councillor Owen felt that Ms. Sackrider's information was an example of her "fudging" the facts, but he could not provide a reason why Ms. Sackrider would mislead Council or

what she had to gain by introducing information regarding the replacement of a 25-year old chiller unit.

**Regarding the allegation that on January 14, 2019, when Ms. Sackrider was making a presentation regarding Crossing Guards:**

48. Ms. Sackrider appeared before the Town of Kirkland Lake Council to provide information regarding the current progress of crossing guard hiring and an update about the Firefighter negotiations. These allegations stem from a closed session meeting of Council. The integrity of the closed session meeting is paramount, and the nature of the discussion will not be disclosed herein.
49. Ms. Sackrider was directed to research and explore options for the replacement of the existing Crossing Guards. During her inquiry, she contacted a business in Timmins, who, without her knowledge, posted a Facebook advertisement to determine the availability of people in the Kirkland Lake area interested in becoming Crossing Guards.
50. Additionally, Ms. Sackrider advised that Mayor Kiely requested that she provide Council with an update on the firefighter negotiations during the in-camera session of the same meeting.
51. Ms. Sackrider recalled Councillor Owen interrupting her being disrespectful to her during the Council meeting.
52. The Interim CAO at the time recalled the January 14, 2020, Council meeting because Councillor Owen was not very nice and acted in an unprofessional manner towards Ms. Sackrider. He reported Councillor Owen's actions were very upsetting for Ms. Sackrider and it was done in front of Council. He also advised the investigator that it was not the first time this had occurred.
53. The Interim CAO reported that he was approached by Councillor Owen after the meeting and recalled him saying that he was sorry and not happy with himself in reference to his comments directed towards Ms. Sackrider. The CAO stated that he thought Councillor Owen's attacks were personal and Ms. Sackrider was blamed for the aquatic centre.
54. Other witnesses reported that:
  - Rick Owens, Casey Owens and Patrick Adams did not treat Ms. Sackrider very well during one of the in-camera sessions in early 2020.
  - Ms. Sackrider was shot down and silenced and it made things very uncomfortable.
  - Rough things were said to the CAO, but they seemed to be directed towards Ms. Sackrider during her Crossing Guard presentation.
  - Councillor Owen later apologized for the way he had spoken to staff.
55. Councillor Owen stated that he interrupted because he was trying to address leaks of confidential information. In Councillor Owen's opinion, if he had of been out of order, it would have been ruled upon by the Mayor which did not occur.

56. Councillor Owen advised that Council does not operate in an unruly manner and believed his behaviour to be appropriate. He added that no other Council member objected to what he allegedly said, and Ms. Sackrider continued with her presentation, therefore it could not have been a problem. Councillor Owen did state that if he did say the alleged words, it would have been in response to a topic that was being introduced that was not on the meeting agenda.
57. Councillor Owen emphasized allegations relating to crossing guards and the other allegations occurred during the in-camera sessions. He denied saying “*She can’t do this! It has to stop!*” because he would not have used the word “she.”

***“There’s no two ways about it, I was upset, but I never said ‘she’. That is just wrong. I was referring to the leaks, and I was directing it towards the acting CAO at the time. That’s who I was looking at, that’s who I was talking to.” He also indicated that he was upset with himself after the meeting for the tone he had used.***

58. Councilor Owen stated that he was taking exception to the idea that three major leaks had occurred prior to the crossing guard information being disclosed to Council. He added that the crossing guard company was a private company and possessed information before Council was advised. Councillor Owen thought he might have directed the comment “*this has to stop*” towards the Interim CAO because he was upset. Moreover, Councillor Owen made it known that Ms. Sackrider made improper inquiries about the crossing guards and failed to submit an RFP in an attempt to undermine Council. It should be noted that Rick Owen admitted that he was upset because of the tone he used during the in-camera meeting.
59. Councillor Owen additionally reported there was evidence of another leak of information from a closed session when he experienced discourteous behaviour from Ms. Sackrider’s husband. He alleged that Ms. Sackrider shared the contents of the January 14, 2020 meeting, otherwise her husband would not have disrespected Councillor Owen. Councillor Owen said Council and staff have received training regarding the confidential nature of closed meetings and the importance of confidentiality by both Council and Staff. He believes that it can be surmised that Ms. Sackrider divulged confidential information to her husband. Councillor Owen reported that he did not make a formal complaint to the Integrity Commissioner nor was he willing to disclose information from the closed session to the investigator because it would be a breach in protocol. He added that if he was actually trying to undermine Bonnie Sackrider, he would have laid a complaint against Ms. Sackrider.
60. Councillor Owen described to the investigator the relationship between the Town staff and the councillors as saying it was fine with some staff, but that other staff fight them on every move. As an example, he detailed how Ms. Sackrider had resisted putting a port-a-potty on a walking trail, but Council approved it. He felt that Ms. Sackrider had undermined Council by choosing to have the port-a-potty cleaned out daily by contractors, which blew through the designated budget for the port-a-potty quickly, when the cleaning could have been done by Town staff for less money. He felt Ms. Sackrider was essentially “thumbing her nose” at Council’s directive regarding the port-a-potty because she didn’t agree with it.

61. Councillor Owen gave the investigator another example of how he felt Ms. Sackrider was “blocking Council” in describing how she had provided 95 pages worth of reports to address the issue of whether rent should be waived for the food concessions during COVID. He felt she purposely gave them way more information than they needed to make their decision on a very straightforward issue.

62. When asked if he treats Ms. Sackrider differently than other staff, Owen said “No, I don’t”. He said he asks hard questions and expects honest answers. He went on to say that he feels that a lot comes down to credibility and that Ms. Sackrider has a history of not following the rules. He believes he has been targeted because he is the most vocal of the councillors. The investigator reminded Rick Owen that the allegation is that he has been disrespecting staff, and Owen replied, “I’m not sure how I disrespected staff. If having an opinion and seeing things that I don’t believe is being done right and ignoring it, if that’s respecting staff than that’s not something that I can do. I believe that if I see a problem and I want to discuss it with someone, or I want to share an opinion with someone, that I should be able to do that.”

63. The Investigator reported:

*“Councillor Owen categorically denied that he had been disrespectful towards Ms. Sackrider. He further advised that he objected to Ms. Sackrider’s word choices and objected to the remaining allegations because they only captured portions of conversations that were subject to interpretation. Councillor Owen added that if he were truly trying to discredit Ms. Sackrider, it would have been done during a session available for public viewing.*

*Rick Owen’s credibility is undermined after examining his behaviours such as eye-rolling and disrespectful comments. Independent witnesses established that Rick Owen exhibited eye-rolling as an obvious reaction to Bonnie Sackrider’s presentations. This seemingly insignificant behaviour actually formed a portion of a larger constellation of negative behaviours exhibited by Rick Owen. He attempted to justify his eye-rolling by advising that he has some sort of eye movement issue whenever he moves his head in an upward direction.*

*Independent witnesses recalled hearing Rick Owen making disparaging and disrespectful comments about Bonnie Sackrider, thereby questioning his credibility. Rick Owen did not apologize for his disrespectful words, but instead he offered regret for not realizing his private conversations could be used against him. He further attempted to justify his behaviour as being part of his position as a Town of Kirkland Lake councillor.”<sup>8</sup>*

64. Council received training on Effective Municipal Councils in November 2018 from Fred Dean and Nigel Bellchamber as well as from E4m and Wishart Municipal Law Group February 22, 2019, regarding the role of the Integrity Commissioner and the Council Staff Relationship.

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<sup>8</sup> Investigation Report – Gil Hughes, ISN dated September 14, 2020

65. After the retirement of Nancy Allick, who was CAO for the Town until 2017, there have been four (4) different individuals holding the CAO position. This high turnover rate for the Town's most senior management position is notable and causes concern.

## VI. THE OPINION

66. We examined the evidence of the parties and considered:

- Whether Councillor Owen spoke disrespectfully to Ms. Sackrider in “public”?
- Whether Councillor Owen by actions or words undermined the credibility of Ms. Sackrider?
- Whether the behaviour of Councillor Owen contravened the CSR Policy?
- Whether Councillor Owen's behaviour contravened the Code of Conduct?

67. It is clear from the evidence before us that Ms. Sackrider's department and the work of Ms. Sackrider has been widely scrutinized and criticized by Councillor Owen as well as other members of Council. It is also clear, that the professional relationship between Councillor Owen and Ms. Sackrider changed significantly, after his retirement and his subsequent election to Council where it now appears that his goal is to “ask the tough questions”.

68. Sufficient witness evidence supports that Councillor Owen did, on several occasions, speak disrespectfully to Ms. Sackrider and other members of staff. The evidence shows that this treatment of Ms. Sackrider was demoralizing for her even though she continued to provide her report in light of such treatment. The fact that Ms. Sackrider continued in her professional role is not an indication that she was immune to the behaviour. It is not the role of Council members to berate a municipal employee, including the CAO, in a public forum. It is evident that several Council members have done so, which is cause for serious concern. However, the matter before us at this time relates to Councillor Owen.

69. While Councillor Owen denied outburst or other physical forms of disrespect during Council meetings, several credible witnesses reported that Councillor Owen apologized for his behavior the next day. The evidence establishes that this occurred on more than one occasion and further that Councillor Owen was aware of his behaviour.

70. Section 5.7 of the SCR Policy states:

***Control Anger***

*Members of Council should avoid the temptation to play up divisions or conflicts. Staff and Officers shall not be targets of derisive/vexatious comments/behaviour/conduct. The public expects Members to do the job that they have been elected to do. The public expects Staff and Officers to do the job*

*that they have been hired to do. Comments on Staff and Officer performance shall be directed through the appropriate confidential performance reviews.*

71. Councillor Owen prides himself on being willing to ask the tough questions because “**he was motivated to become a Councillor because of his belief that no one ever asked tough questions and were always assuming the Town staff was telling the truth.**” Humiliating staff is not “asking tough questions”, it is not good leadership, nor is it consistent with Council’s own policies.
72. It is evident from this statement that Councillor Owen distrusts information received from staff although he did not provide the investigator with evidence either of inaccuracies nor errors in Ms. Sackrider’s work. Moreover, it appears that it is his belief that municipal staff are untruthful and provide biased information to Council.
73. Section 5.10 of the SCR Policy states:

***Professionalism***

*Members of Council, Staff and Officers must treat each other with professionalism. When Council requests that Staff and Officers appear before Council, they must comply and be prepared for any questions Council has. Advance notice of questions to Staff provides an opportunity for Staff to provide quality reports and advice.*

74. Section 5.11 of the SCR Policy states:

***Respect***

*Members, Staff and Officers shall work hard at fostering a climate of mutual respect. Each must be respectful of others’ intelligence and professional duties. Members, Staff and Officers must understand that they all face different, often unique, challenges and recognize their overarching goal is to serve the best interests of the Municipality.*

75. Section 1.2 (c) of the Code of Conduct states:

*Members must be committed to performing their functions with integrity, avoiding the improper use of their office, and conflicts of interest, both real and perceived.*

76. Section 7.1 of the Code of Conduct states:

*Every Member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. The Member shall be familiar with, and comply with, the Municipality’s Workplace Anti-Violence, Harassment and Sexual Harassment Policy.*

77. Section 7.2 of the Code of Conduct states:

*A Member shall not use indecent, abusive or insulting words, tone or expressions toward any other Member, any municipal staff or any member of the public.*

78. Section 8 of the Code of Conduct refers to the Conduct Respecting Staff and Officers and states

8.1 *Under the direction of the senior administrative staff, and in accordance with the decisions of Council, staff and Officers are required to serve the municipal corporation as a whole. Every Member shall be respectful of the role of staff and Officers to provide advice based on political neutrality and objectivity and without undue influence from any Member or group of Members. Accordingly, no Member shall maliciously or falsely injure or impugn the professional or ethical reputation of any staff person or Officer.*

8.2 *Members shall acknowledge and respect the fact that staff carry out directions of Council, through senior staff, including but not limited to the Treasurer, Clerk, Director of Public Works, and administer the policies of the Municipality. No Member shall perform, direct or attempt to undermine the duties of any staff person or Officer except in accordance with the Municipality's procedural by-law. 11 See Human Rights Code, R.S.O. 1990, c.H.19 6 Code of Conduct Version 2.00 (August 6, 2018)*

8.3 *Every Member shall show respect for staff and Officers, and for their professional capacities and responsibilities.*

8.4 *No Member shall direct, instruct or compel any staff member or Officer to engage in partisan political activities or subject any staff member or Officer to threat or discrimination for refusing to engage in any such activity.*

8.5 *No Member shall use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding or improperly influencing any staff person or Officer or interfering with that person's duties, including the duty to disclose improper activity.*

## **VII. CONCLUSION**

79. Councillor Owen clearly contravened sections 5.7, 5.10 and 5.11 of the CSR Policy which in itself is a contravention of section 5.1 of the Code of Conduct which states that:

*Every Member shall observe and comply with every provision of this Code of Conduct as well as all other policies and procedures adopted or established by Council.*

80. Further, Councillor Owen has contravened sections 7.1, 7.2, 8.1 and 8.3 of the Code of Conduct.

81. We do not find that that Councillor Owen contravened sections 1.2 (c) or 8.5 of the Code of Conduct.
82. Of concern, is that after considerable training and expense to Kirkland Lake, Councillor Owen, and indeed other members of Council continue to operate outside of their role. It is not the role of an individual member of Council to attempt to performance manage any municipal employee, including the CAO. Councillor Owen has been attempting to do so by his behaviour toward Ms. Sackrider. Council as a body has one employee, the CAO, and as a body, collectively manages the performance of the CAO. If Councillor Owen did not like the material that Ms. Sackrider was providing, or believed that she was not providing Council sufficient or accurate information he ought to have addressed it in the following manner by:
- a) Ensuring any direction given to Staff from Council was included in the resolution directing the work (All directions to staff should be by way of by-law or resolution and clear parameters, expectations and deliverable dates should be included in that resolution or by-law. A failure by Council to provide clear instruction on expectations does not rest on staff. Further, it is definitely NOT a single Councillor's role to performance manage staff who report to the CAO.);
  - b) Having a private discussion with the CAO regarding his concerns.
83. Alternatively, Councillor Owen is targeting his disrespect to one employee, Ms. Sackrider. Neither behaviour is acceptable.
84. It is not the role of Council to disrespect employees when they don't agree with the advice they are given. Staff role is to provide their best advice to Council based on their professional experience and research. It is not for staff to provide "blanket" information, they are statutorily required to provide their advice and opinions to Council<sup>9</sup>. Thereafter, Council can choose to accept or not to accept or follow that advice.
85. The Role of Council is established in section 224 of the *Municipal Act* 2001 ch 25. wherein it provides that it is Council's role to represent the public and to consider the well-being and interests of the municipality; determine the services a municipality will provide, the level to which those services will be offered/managed and to establish policies for the municipal operation.
86. The Role of Officers/Employees is established in section 227 of the *Municipal Act* 2001 ch 25. which provides that it is their role to carry out the direction of Council, to undertake research and provide professional advice to Council on the policies and programs of the municipality as well as to carry out other duties required under the *Municipal Act* or other Acts.

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<sup>9</sup> Section 227 (b) of the *Municipal Act*, 2001



87. George Cuff in his book *Making a Difference: Cuff's Guide for Municipal Leaders – a survival guide for elected officials*, he writes:

***“A Basic Problem***

*You are not expected to “manage” this “business.” This has been the number one failure of elected officials across Canada. And, regardless of how often the same message is proclaimed at conferences and seminars, this will continue to be the case. Many people will simply fail to learn by either their own experience or that of others. Being elected, in fact, requires the learning of a whole new way of seeing issues, and accepting a new role.*

*Regardless of how successful you have been in your own business or career; this experience offers few parallels.”*

***Basic Principles of Elected Office*** [select statements only]

*The role of an elected official is unique. It is distinct and different from any other role. It needs to be learned and consciously applied if a council member is to be successful.*

*Council and administration should serve as a team, each with distinct roles, yet working together in the interests of the public.*

*Criticism of the administration, particularly on an individual basis, should never be tolerated by a council.*

*Council deals with the organization through one employee – the chief administrative officer (CAO). Any other course of action in attempting to guide the work of the administration should not be tolerated.*

88. Our summary of findings and recommendations are as follows:

- a) We find that Councillor Owen did contravene several sections of the Staff Council Relations Policy
- b) We find that Councillor Owen did also contravene multiple sections of the Town of Kirkland Lake's Code of Conduct.

89. For these types of contraventions, it is typically our recommendation that Council receive further training on their CSR Policy, their Workplace Anti-Violence & Harassment Policy as well as their obligations under a number of Acts. However, Councillor Owen has received training from various municipal experts on these same matters and seems to continue to believe that it is his responsibility to manage individual staff and more specifically one employee. As such, we are recommending a financial consequence for

Councillor Owen in hopes that perhaps a pinch in the pocketbook may garner attention where training has not. We therefore recommend a suspension of Councillor Owen's remuneration for a period of one month.

90. An apology or other sign of regret for his inappropriate conduct would also be appropriate, but we would hope this would come from Councillor Owen without the need for prompting by Council.

DATED October 18, 2020

**E4m**

1894 Lasalle Blvd  
 Sudbury ON P3A 2A4  
 finance@e4m.solutions

**INVOICE**

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

INVOICE 2028  
 DATE 05/04/2020  
 TERMS Due on receipt  
 DUE DATE 05/04/2020

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
14/02/2020	IC Administration Fee	To receipt of request for inquiry re Councillor Owen (Sackrider), preliminary review of same; assign investigator; to file set up/long term file storage.	HST ON	1	531.25	531.25
28/02/2020		Legal Advice re; Sackrider Code of Conduct Complaint	HST ON			711.00
31/03/2020		ISN - investigation to date regarding the allegation that Councillor Owen did contravene the code of conduct; Document review by investigator; interview of Complainant	HST ON			5,361.00
31/03/2020		non-taxable disbursements	Out of Scope			337.28
	E4m Discount		HST ON	1	-380.00	-380.00

SUBTOTAL	6,560.53
HST (ON) @ 13%	809.03
TOTAL	7,369.56
BALANCE DUE	<b>\$7,369.56</b>

**TAX SUMMARY**

	RATE	TAX	NET
	HST (ON) @ 13%	809.03	6,223.25

**E4m**

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 Sudbury ON P3A 2A4  
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**INVOICE**

**BILL TO**  
 Town of Kirkland Lake  
 3 Kirkland Street, P.O. Box 1757  
 Kirkland Lake ON P2N 3P4

**INVOICE** 2064  
**DATE** 13/09/2020  
**TERMS** Due on receipt  
**DUE DATE** 13/09/2020

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
31/08/2020	ISN Investigation	For investigation work carried out from April 1, to August 31, 2020 on Integrity Commissioner Inquiry regarding Councillor Owen; includes, interviews, analysis and report writing	HST ON	1	10,725.00	10,725.00
	ISN Investigation	Transcription, report editing/proofreading	HST ON	1	3,042.00	3,042.00
	E4m Discount		HST ON	1	-1,500.00	-1,500.00

Does not include preparation or presentation of the public report.

SUBTOTAL	12,267.00
HST (ON) @ 13%	1,594.71
TOTAL	13,861.71
<b>BALANCE DUE</b>	<b>\$13,861.71</b>

**TAX SUMMARY**

	RATE	TAX	NET
	HST (ON) @ 13%	1,594.71	12,267.00



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

**BY-LAW NUMBER 20-088**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS  
REGULAR MEETING HELD NOVEMBER 17, 2020**

**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 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 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 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 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 17<sup>th</sup> DAY OF NOVEMBER, 2020.**

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Pat Kiely, Mayor

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Meagan Elliott, Clerk