

# TOWN OF KEARNEY

## AGENDA

**REGULAR COUNCIL MEETING**  
**Council Chambers**  
**Thursday May 22, 2025 – 6:00 p.m.**

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*A Moment of Silence was observed to honour the memory*

**1. Call the Meeting to Order**

**2. Approval of Agenda**

**3. Disclosure of Interest**

*[At this time, Members of Council shall declare pecuniary interest, if any, with items on the agenda.]*

**4. Delegations/Presentations**

- 4.1. Ana Cultaro – Presentation in opposition of BESS Storage in Armour Township Pg.3

**5. Consent List**

- 5.1. April 17, 2025 Regular Council Meeting Minutes Pg.15  
5.2. Transfer Station Report Pg.19  
5.3. Resolution Report Pg.20  
5.4. April 1, 2025 Recreation Committee Meeting Minutes Pg.23

**6. Items Referred from the Consent List**

**7. Items for Discussion**

- 7.1. SR2025-27 Transfer Station May 22, 2025 Pg.26  
7.2. SR2025-28 Capital Projects Update Pg.28  
7.3. SR2025-29 Cameras for Public Works, Transfer Stations & Municipal Building Pg.31  
7.4. SR2025-30 Pulverization of Chetwynd Road Pg.32  
7.5. DRAFT Agreement with Automotive Materials Stewardship Pg.33  
7.6. DRAFT Tax Collection Policy Pg.48  
7.7. SR2025-31 Harris Road Allowance Purchase Support in Principle Pg.57  
7.8. MEMO: Update to Recreation Committee Terms of Reference Pg.59  
7.9. SR2025-32 Employee Recognition & Years of Service Program Pg.60

## **8. Notice of Motion**

## **9. Correspondence for Information**

- |  |       |
|--|-------|
| 9.1. Almaguin Pride request for flag raising           | Pg.63 |
| 9.2. Donation request from Women's Own Resource Centre | Pg.64 |
| 9.3. KWEF Newsletter                                   | Pg.66 |

## **10. Bylaws**

- |   |        |
|---|--------|
| 10.1 By-law 2025-34 Being a bylaw to adopt an HR Policy   | Pg.70  |
| 10.2 By-law 2025-35 Being the Remuneration Bylaw for Mayor,<br>Members of Council                     | Pg.87  |
| 10.3 By-law 2025-36 Being a Bylaw to adopt a Pregnancy, Parental<br>and Caregiver Leave Policy        | Pg.88  |
| 10.4 By-law 2025-37 Being a Bylaw to govern Waste Management  | Pg.92  |
| 10.5 By-law 2025-38 Being a Bylaw to enter into an agreement with<br>Automotive Materials Stewardship | Pg.101 |

## **11. Closed Session**

Under Section 239 of the Municipal Act, Council will move into closed session under the following subsections:

- (2)(b) Personal Matters about an Identifiable Individual
- (2)(d) Labour Relations or Employee Negotiations

## **12. Confirming Bylaw**

## **13. Adjournment**

**I acknowledge that personal information contained within my communication(s) may become part of the public record and may be made available to the public through the Council / Committee process.**

Yes

**I realize that by using this online form I am unable to attach my presentation documents at this time. I understand that I am completely responsible for submitting my delegation presentation documents no later than 3:00 p.m. on the Monday 2 weeks prior to the meeting. Otherwise, my delegation may be postponed to a later meeting date.**

Yes

**Full Name**

Ana Cultraro

**Email**

[ana.froggie@gmail.com](mailto:ana.froggie@gmail.com)

**Telephone Number**

[4165238220](tel:4165238220)

**Address**

1705B Peggs Mountain Rd  
Ryerson , Ontario . P0A1C0

**Date of Meeting for Designation**

Thu, 05/22/2025 - 00:00

**Please describe the general nature of your delegation:**

I would like to present an opposition to the BESS system in the township of armour.

{Empty}

## D-6 Compatibility between Industrial Facilities

ON  
DESK

### D-1 Land Use and Compatibility

A guide for land use planning authorities on how to decide whether new development or land uses are appropriate to protect people and the environment.

#### Legislative Authority:

*Environmental Protection Act*, RSO 1990, Section 14 *Environmental Assessment Act*, RSO 1990, Section 5(3)

The *Planning Act*, RSO 1990 Sections 2 (a) (b) (c) (f) (g) (h), 17(9), 22(3), 41(4) and 51(3)

The *Condominium Act*, RSO 1990, Section 50(3) The *Niagara Escarpment Planning & Development Act*, RSO 1990, Section 9

Responsible Director:

Director, Environmental Planning Branch

#### Synopsis

The guideline is intended to apply only when a change in land use is proposed, however, compatibility concerns should be recognized and addressed at the earliest possible stage of the land use planning process for which each particular agency has jurisdiction. The intent is to achieve protection from off-site adverse effects, supplementing legislated controls.

#### Legislative Authority (1.1)

The primary legislative basis for this Guideline is Section 14(1) of the *Environmental Protection Act*, RSO, 1990. This Section states: "Despite any other provision of this Act or the regulations, no person shall discharge a contaminant or cause or permit the discharge of a contaminant into the natural environment that causes or is likely to cause an adverse effect".

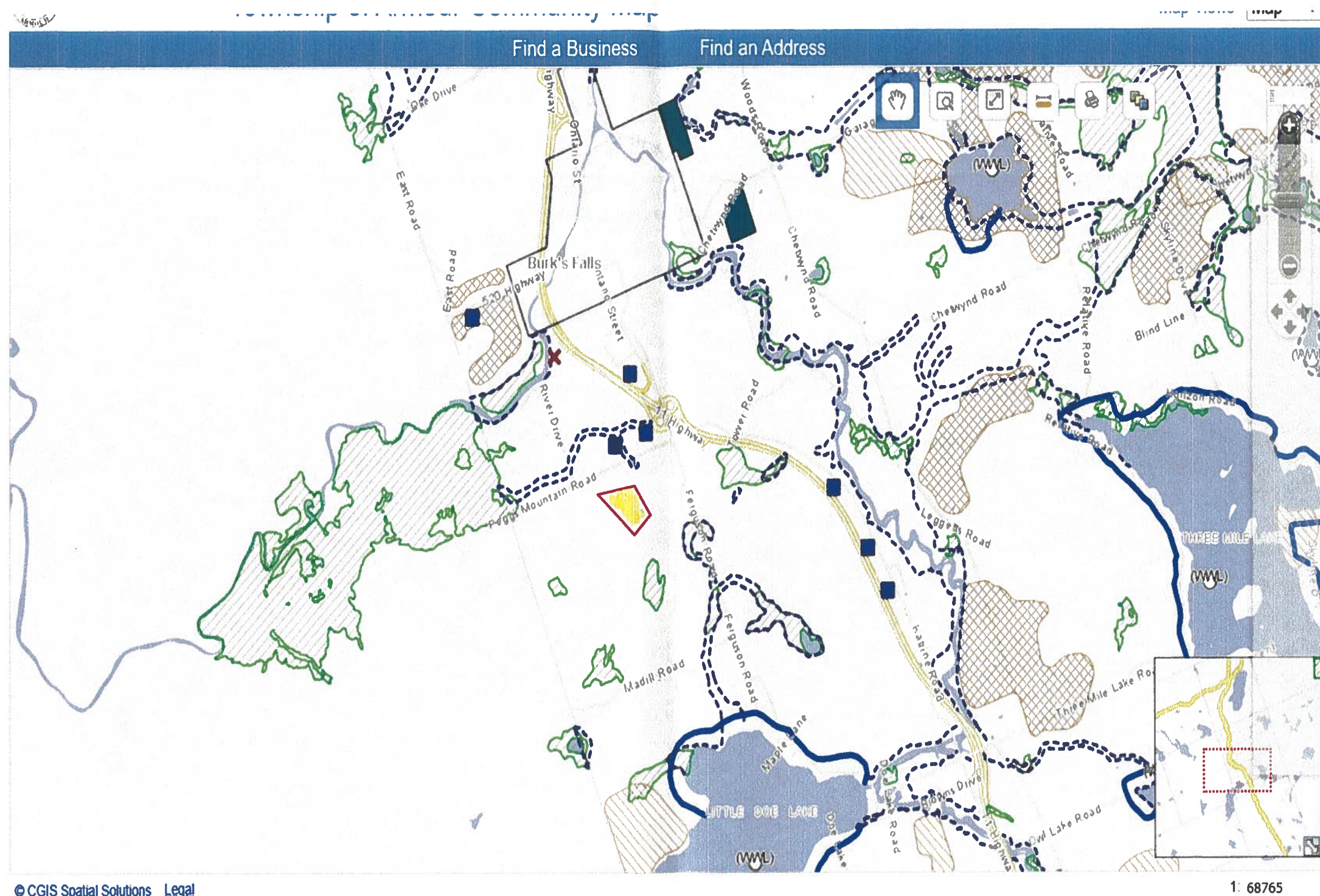
Information Obtained From

Government of Ontario Web Site

Environment and Energy

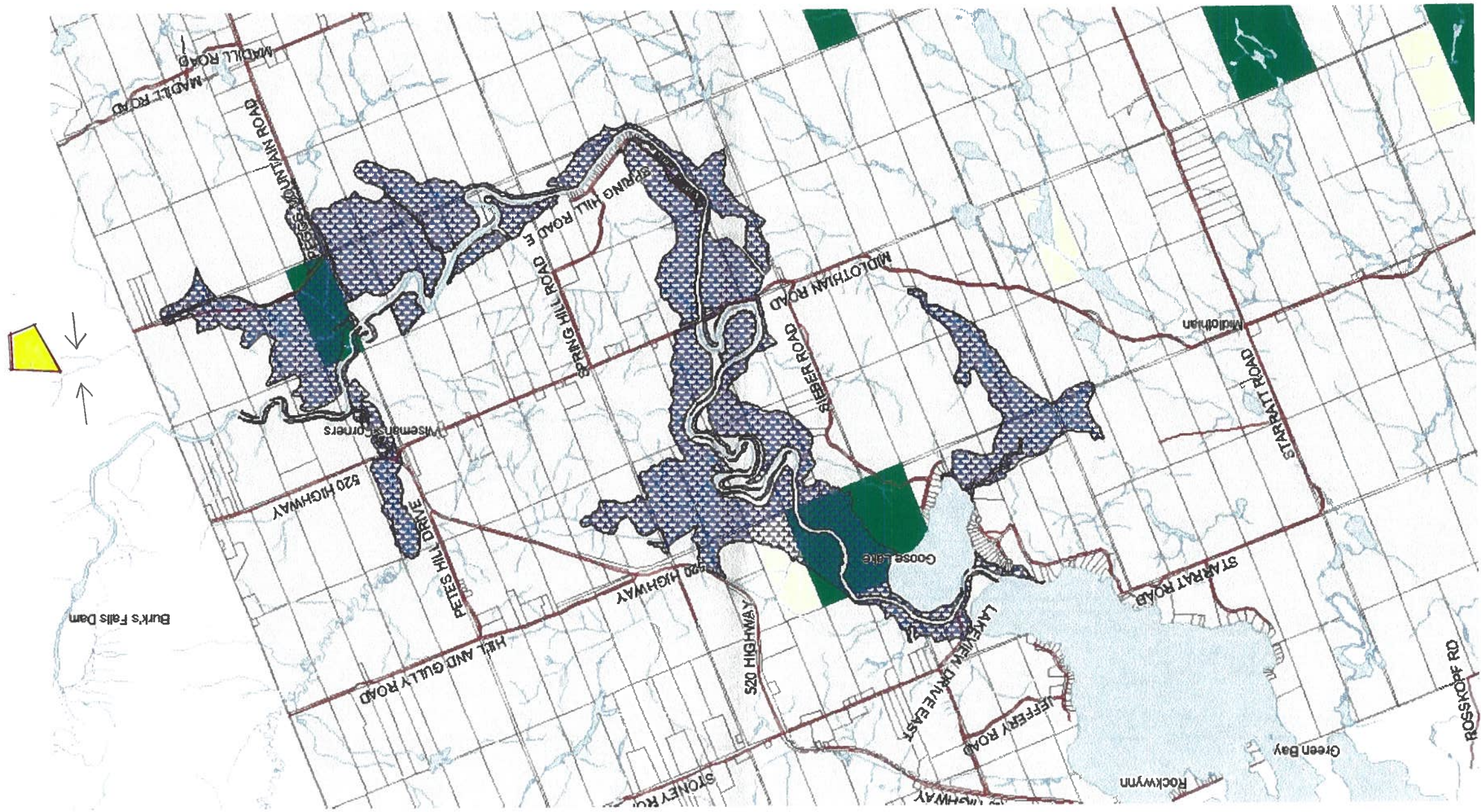
D-6 Compatibility between Industrial Facilities





Area outlined in Red with yellow fill proposed BESS Site







An aerial photograph of a battery storage facility, featuring several large, grey, rectangular battery containers and smaller control units. The facility is situated in a grassy area with solar panels visible in the background. A large red prohibition symbol (a circle with a diagonal line) is overlaid on the entire image. The text 'Lithium Iron Phosphate Battery Energy' is displayed in a blue box, and 'Storage System (BESS) in Armour Township' is written below it. A small icon of a person is visible in the bottom right corner of the image.

## Lithium Iron Phosphate Battery Energy

Storage System (BESS) in Armour  
Township

# Residents Of the Town of Kearney Opposing the Bess Proposal

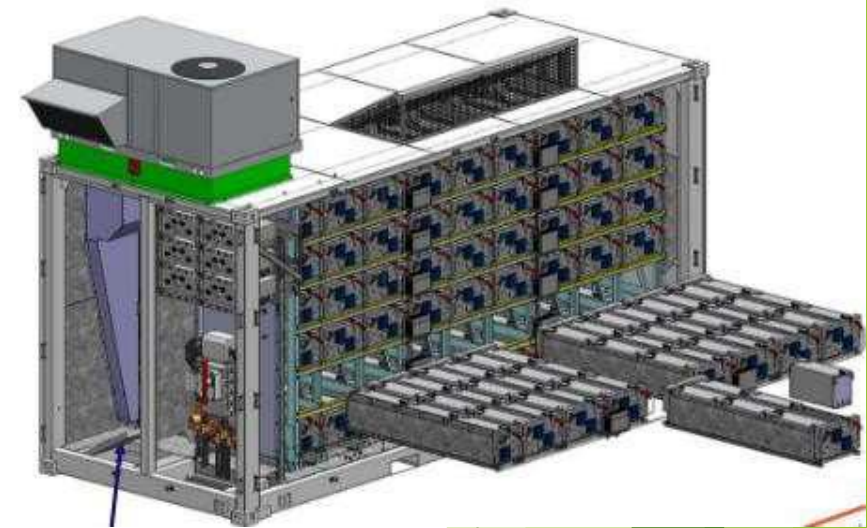
- ▶ Denae Laws
- ▶ Michelle Waller
- ▶ Dave Burns
- ▶ Jenna Perri
- ▶ AM Topher (8 Lawson Dr)
- ▶ Shannan Rhiness
- ▶ Ron Schmidt
- ▶ Elizabeth Haining
- ▶ Paula Rego

Mike Schamehorn  
Mike Hachey  
Ben Perry  
Mark R (1573 Cherry Hill Rd)  
Linda Woodrow  
Mona Wales  
Nickie Rivest  
Jack Wilson  
Emma Wiechula



# What Does the Site Consist Of LITHIUM-IRON PHOSPHATE BATTERIES (LFP)<sup>1</sup>

- ▶ 9 Steel Storage Cabinets 20 Ft X 8 Ft
- ▶ 6 Battery Strings Per Cabinet
- ▶ Each Battery String contains 51 Battery Modules
  - Equals 306 batteries per Cabinet
- ▶ Total Batteries on Site 9 Cabinets X 6 Strings X 51 Modules
  - Total Batteries on Site = 2,754
- ▶ What are the Real Risks of Fire with this many Batteries on site?



# HAZARDS OF LITHIUM-IRON PHOSPHATE BATTERIES<sup>1,2,4,5,6</sup>

- ▶ Prone to Overheating from Thermal Runaway
- ▶ Gases Produced Can Accumulate to Combustible Levels
- ▶ Venting 54% Flammable Hydrogen(H<sub>2</sub>) Carbon Dioxide(CO<sub>2</sub>) Carbon Monoxide(CO) Methane(CH<sub>4</sub>)
- ▶ Thermal Runaway Can Cause Excess Gasses to the Level Of Explosion
- ▶ LFP Battery Fires will release Toxic Smoke (Hydrogen Fluoride-HF) into the atmosphere (Possible evacuations and air quality monitoring required)
- ▶ High Risk of Toxic Flammable Electrolyte Leakage into Soils
- ▶ Battery Fires easily spread from one battery to another
- ▶ No Approved Method For Extinguishing LFP Battery Fires
- ▶ Introduction of water to Battery Modules would result in subsequent fires
- ▶ Contaminated Fire Run-off Water (Hydrofluoric acid) Spills into the Magnetawan Water Shed

# LITHIUM-IRON PHOSPHATE BATTERY FIRES<sup>3</sup>

- ▶ Multiple Lithium-Iron Phosphate Battery Energy Storage Systems (BESS), have had many fires in recent years Globally
- ▶ BESS Energy Systems are still in their relative Infancy and Safety Protocols are still being developed and improved with each incident occurrence

## **Feb 2025, East Tilbury, Essex, England**

A fire occurred in a single BESS container and was extinguished 1 day later. Firefighters worked tirelessly to contain the fire (over 24 hours), to prevent further risks and ensure the safety of the site and surrounding area.

The fire was caused by a fault in one of the battery cells within a single containerised battery unit, leading to ignition.



# LITHIUM-IRON PHOSPHATE BATTERY FIRES<sup>3</sup>

## July 2024, Chaumont NY

Residents within a 1-mile radius of the scene were told to shelter in place for several hours Thursday afternoon and evening after four LFP battery storage trailers caught. Air quality was monitored due to potential toxic smoke That was lifted later that night, but the batteries continued to burn for about six days. Fire ensued due to mechanical failure.

## ► Other Locations of Lithium Iron Phosphate Battery Fires

**Feb 2025, Rothienorman, Aberdeenshire, Scotland**

**Sep 2024, Rockhampton, Queensland, Australia**

**Apr 2024, Neermoor, Germany \*2 firefighters injured**

**Apr 2024, Kearny Mesa, California**

**Oct 2023, Melba, Idaho**

**Jul 2023, Taichung City, Taiwan**

**Jun 2023, Warwick, New York**

# LOCAL ENVIRONMENTAL RISKS

- ▶ Site Location is High Risk Area for Forest Fires (CEMC reports: forest fires as #1 risk)
- ▶ Site Location 900 meters from Magnetawan River (2 tributaries onsite)
- ▶ Site Location 200 meters from Drainage Swells leading to Magnetawan River
- ▶ Storm Water Management using Natural Approach to Drainage, Site Slopes Downward to the North
- ▶ Potential Leakage of Flammable Electrolyte Solvents into the Environment
- ▶ Potential Contamination of the Magnetawan River Water Shed
- ▶ Potential Serious Harm to Soil, Vegetation and Wild Life
- ▶ Sections of the Magnetawan River Banks are Environmentally Protected (PSW)  
Provincial Significant Wetlands

# NO BENEFITS TO OUR COMMUNITIES

- ▶ Additional costs to Fire Departments (excess strain on volunteer firefighters)
  - ▶ Costs to Remediate Contaminated Soils
  - ▶ Costs to Contain Water Contamination
  - ▶ Loss of Property Values causing Reassessments by MPAC
  - ▶ Reduced Tax Income from Property Reassessments
  - ▶ Costs of Evacuation & Emergency Services
  - ▶ Higher Insurance Rates for the Neighbouring Municipalities (increase in taxes)
  - ▶ Potential Legal & Court Costs Should a Fire Occur
  - ▶ No Real Local Job opportunities (Remote Monitoring)
  - ▶ “Community Economic Benefit” proposal from Solarbank is minimal
- 
- ▶ High Risks with No Benefits to the Neighbouring Municipalities



# Southeast Parry Sound Planning Board

- ▶ Applications are required by the Southeast Parry Sound Planning Board
  - rezone the area for the 20 year lease of land
- ▶ The Planning Board Has the Authority to Reject the Re-zoning Application

## Who Sits On The Planning Board

Armour Twp

Mayor

Perry Twp

Mayor

Town Of Kearney

Mayor

Ryerson Twp

Mayor

Village Of Burk's Falls

Mayor

McMurrich/Monteith Twp

Councillor

# Our Request

**We Need Your Support to Oppose  
The Application By Solar Bank Corporation/Property Owner : David Creasor.  
For A Battery Energy Storage System (BESS)**

**How you can help support us and the concerned  
residents of Kearney**

- ▶ Pass a Resolution or write a letter opposing the Lithium Iron Phosphate Battery Installation Complex
- ▶ Do Not support the rezoning or Long term lease at the South East Parry Sound Planning Board
- ▶ Advise Armour Twp of Kearney's Opposition to the Application
- ▶ Advise Neighbouring Municipalities of the Kearney's Opposition to the Application

# APPENDIX

From Township of Armour Website (Solarbank Proposal)

- ▶ 1. [https://irp.cdn-website.com/20e551fd/files/uploaded/9.\\_Hazard\\_Mitigation\\_Analysis-45c2e3d1.pdf](https://irp.cdn-website.com/20e551fd/files/uploaded/9._Hazard_Mitigation_Analysis-45c2e3d1.pdf)
- ▶ 2. [https://irp.cdn-website.com/20e551fd/files/uploaded/10.\\_Emergency\\_Response\\_Plan.pdf](https://irp.cdn-website.com/20e551fd/files/uploaded/10._Emergency_Response_Plan.pdf)

BESS Failure Incident Database

- ▶ 3. [https://storagewiki.epri.com/index.php/BESS\\_Failure\\_Incident\\_Database](https://storagewiki.epri.com/index.php/BESS_Failure_Incident_Database)

Other

- ▶ 4. <https://www.pv-magazine.com/2024/04/10/how-safe-are-lithium-iron-phosphate-batteries/#:~:text=It%20is%20often%20said%20that,it%20a%20serious%20safety%20concern>
- ▶ 5. <https://www.sciencedirect.com/science/article/pii/S2352152X24008739#fig1>
- ▶ 6. <https://www.sciencedirect.com/science/article/abs/pii/S2352152X20315516>



**The Corporation of the Town of Kearney**  
**REGULAR COUNCIL MEETING MINUTES**  
**Council Chambers**  
**Thursday, May 1, 2025 – 6:00 p.m.**

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**Council Members Present:** Mayor: Cheryl Philip  
Deputy Mayor: Michael Rickward  
Councillors: Heather Pateman and Jill Sharer

**Regrets:** Councillor Beaucage

**Staff Present:** Nicole Gourlay, CAO Clerk  
Jenny LeBlond, Treasurer (T)  
Cindy Filmore, Deputy Clerk (DC)

CAO, T and DC were present for the entirety of the meeting.

*A moment of silence was held to honour the memory of Adam MacKay*

1. **Call the Meeting to Order**  
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**  
Resolution 2025-128  
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of May 1, 2025 as circulated.  
CARRIED
3. **Disclosure of Interest**  
Nil
4. **Delegations/Presentations/Public Meetings**
  - 4.1 SolarBank – Lithium Battery Storage in Armour Township  
Resolution 2025-129  
Moved by: Councillor Sharer; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks the representatives of SolarBank for their presentation regarding the proposed Battery Energy Storage System facility in Armour Township.
  - 4.2 Environmental Defense – Lithium Battery Storage in Armour Township  
Resolution 2025-130  
Moved by Councillor Sharer; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks the representatives of Environmental Defense for their presentation regarding the proposed Battery Energy Storage System facility in Armour Township
5. **Consent List**  
Resolution 2025-131  
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, May 1, 2025, be accepted and that all recommendations or support contained therein be adopted and approved as resolutions of Council  
CARRIED
6. **Items Referred from the Consent List**  
Nil
7. **Items for Discussion**
  - 7.1 Request for Noise By-law Exemption for Regatta

#### Resolution 2025-132

Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney, in accordance with the request from the Regatta Committee, hereby declares the Kearney Regatta to be a community festival being held on August 1st, 2nd & 3rd, 2025; AND FURTHER that all By-laws that this festival contravenes (i.e. Noise By-law regarding fireworks and the Fireworks By-law) shall be suspended during the 2025 Kearney Regatta event; AND FURTHER Council authorizes the use of the Kearney Community Centre and equipment, the beaches, docks and facilities, as needed, as well as assistance from Custodial Services, the Summer Students and the Town Public Works equipment and employees, as available for the 2025 Kearney Regatta event; AND FURTHER Council requests the Chief Building Official to inspect the tents as necessary for permit purposes; AND FURTHER Council authorizes the closure of the section of Main Street from the intersection of Lakeview Avenue and Main Street, to the parking lot of the LCBO near the intersection of Rain Lake Road and Main Street from Friday August 1, 2025 at 6pm until Sunday August 3, 2025 at 11pm.

CARRIED

#### 7.2 Revised DRAFT HR Policy

##### Resolution 2025-133

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the DRAFT Human Resources (HR) Policy with the noted changes from the March 27 Regular Meeting; AND FURTHER that Council supports the passing of this Policy by bylaw, which will take place at a later date.

CARRIED

#### 7.3 SR2025-26 Waste Management Recommendations

##### Resolution 2025-134

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town directs Staff to create a survey for the residents to comment to change of days of operation at the two Transfer Stations

CARRIED

#### Resolution 2025-135

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR2025-26; AND FURTHER that Council approve the following recommendations:

- 1) Change Transfer Station hours to 8am to 4pm
- 2) Continue with the Transfer Stations being closed on statutory holidays after Labour Day to before Victoria Day
- 3) Add a construction waste bin to King William site, if allowed
- 4) Cancel curbside garbage pick up as of October 1<sup>st</sup>, 2025
- 5) Get quotes on a good used vehicle.

CARRIED

#### 7.4 MEMO: Nicole Gourlay Appointment By-law

##### Resolution 2025-136

Moved by: Deputy Mayor Rickward ; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the Memo regarding Nicole Gourlay's Appointment By-law; AND FURTHER that a by-law outlining this change to CAO/Clerk will be passed later in the meeting, being By-law 2025-30

CARRIED

#### 7.5 DRAFT Remuneration By-law for Mayor and Members of Council

##### Resolution 2025-137

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives DRAFT Remuneration By-law for Mayor and Members of Council; AND FURTHER directs Staff to bring the completed bylaw back to the next meeting.

CARRIED

#### 7.6 DRAFT Councillor Parental Leave Policy

##### Resolution 2025-138

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the REVISED DRAFT Pregnancy, Parental and Caregiver Leave Policy as required under

Section 270 of the *Municipal Act, 2001*, as amended; AND FURTHER directs Staff to bring back the policy for passing at the next regular meeting.

CARRIED

#### 7.7 MEMO: Commercial Credit Card change

Resolution 2025- 139

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby resolves:

1. That Royal Bank of Canada ("Royal Bank") is appointed banker for the Customer
2. That Anyone of Mayor or Deputy Mayor with anyone of CAO/Clerk Administrator or Treasurer are authorized on behalf of the Customer from time to time:
  - (a) To withdraw or order transfers of funds from the Customer's accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instructions;
  - (b) To sign any agreements or other documents or instruments with or in favour of Royal Bank, including agreements and contracts relating to products or services provided by Royal Bank to the Customer; and
  - (c) To do, or to authorize any person or persons to do, any one or more of the following:
    - (i) To receive from Royal Bank any cash or any securities, instruments or other property to the Customer held by Royal Bank, whether for safekeeping or as security, or to give instructions to Royal Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;
    - (ii) To deposit with or negotiate or transfer to Royal Bank, for the credit of the Customer, cash or any security, instrument or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Customer, or any other name under which the Customer carries on business, on any security or instrument;
    - (iii) To instruct Royal Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Customer; and
    - (iv) To receive statements, instruments and other items (including paid cheques) and documents relating to the Customer's accounts with or any service of Royal Bank, and to settle and certify the Customer's accounts with Royal Bank.
3. That all instruments, instructions, agreements (including contracts relating to products or services provided by Royal Bank) and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this Resolution and delivered to Royal Bank by any person, shall be valid and binding on the Customer, and Royal Bank is hereby authorized to act on them and give effect to them.
4. That Royal Bank be furnished with:
  - (a) A copy of this Resolution; and
  - (b) A list of the names of the persons authorized by this Resolution to act on behalf of the Customer, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons; each certified by the (1) Mayor and (2) Clerk Administrator of the Customer; and
  - (c) In writing any authorization made under paragraph 2(c) of this Resolution
5. That any document furnished to Royal Bank as provided for in paragraph 4 of this Resolution shall be binding upon the Customer until a new document repealing or replacing the previous one has been received and duly acknowledged in writing by the branch or agency of Royal Bank where the Customer has its account.

CARRIED

#### 7.8 DRAFT Resolution to MMAH on removal of Tree Canopy Policy in Section 270 of the *Municipal Act, 2001*

Resolution 2025-140

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

WHEREAS Section 270 of the *Municipal Act, 2001* requires all municipalities in Ontario to adopt and maintain policies addressing the protection and enhancement of the tree canopy and natural vegetation; AND WHEREAS small rural municipalities often lack the resources and urban contexts that necessitate such policies, making this requirement impractical and unnecessary for their unique circumstances; AND WHEREAS local municipalities are best positioned to determine the environmental policies that are most relevant and effective for their communities; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney directs the Mayor and CAO to write a letter to formally call on the Province to amend Section 270 of the *Municipal Act, 2001* to remove the mandatory requirement for all



municipalities to adopt a Tree Canopy Policy; AND FURTHER that the letter be circulated to all relevant provincial stakeholders and rural/northern municipalities.  
CARRIED

7.9 DRAFT Tax Rates and Ratios By-law  
Resolution 2025-141

Moved by: Councillor Pateman; Seconded by: Councillor Rickward  
WHEREAS Section 312 of the Municipal Act, Chapter 25, S.O. 2001, as amended, requires Council to pass a by-law levying a separate tax rate, as specified in the By-law, on the assessment in each property class in the local municipality rateable for local municipality purposes; AND WHEREAS Council has received and reviewed the DRAFT Tax Rates and Ratios bylaw; THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney support the passing of the Tax Rates and Ratios Bylaw for 2025, which will take place later in this meeting.  
CARRIED

8. Notice of Motion  
NIL

9. Correspondence for Information  
Resolution 2025-142  
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives the Correspondence list for May 1, 2025 as information.  
CARRIED

10. By-laws  
Resolution 2025-143  
Moved by: Deputy Mayor Rickward; Seconded by Councillor Sharer  
BE IT RESOLVED that the following by-laws be read a first, second and third time, be passed by the Council of the Corporation of the Town of Kearney, signed by the Mayor and Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book:  
10.1 By-law 2025-28 Being a By-law to provide for the Adoption of the 2025 Budget  
10.2 By-law 2025-29 Being a By-law to set the 2025 Tax Ratios and 2025 Tax Rates  
10.3 By-law 2025-30 Amendment to By-law 2023-37 for clarity purposes  
10.4 By-law 2025-31 Being a Bylaw to govern the relationship between Staff and Council  
10.5 By-law 2025-32 Being a Bylaw to enter into an Agreement with the Royal Bank of Canada for the provision of credit cards  
CARRIED

11. Closed Session

12. Confirming By-law  
Resolution 2025-144  
Moved by: Deputy Mayor Rickward ; Seconded by: Councillor Pateman  
BE IT RESOLVED that By-law 2025-33 being a by-law to Confirm the Proceedings of the Regular Meeting of May 1, 2025, be read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book.  
CARRIED

13. Adjournment  
Resolution 2025-145  
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 8:06 pm  
CARRIED

THE CORPORATION OF THE  
TOWN OF KEARNEY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

TRANSFER STATION ATTENDANCE AND COLLECTED FEES						
Presented at the Regular Council Meeting on May 22, 2025						
Date	Waste bins pick-up Construction Recycle Garbage Furniture	Location Attendance		Cash Fees		Site Fee Totals per Day
		King William	Kallio	King William Cash Fees	Kallio Cash Fees	
Reporting Period - April 22 - May 12, 2025						
April 22		46	24	-		-
April 25		34	13		22.00	22.00
April 27		36	26	-	265.00	265.00
April 28		32	15	-	20.00	20.00
April 29		30	14		-	-
May 2		27	12			-
May 4		39		8.00	-	8.00
May 5		22	22	2.00	40.00	42.00
May 6		34	15	-	-	-
May 9		37	33	-	160.00	160.00
May 10		41	26		10.00	10.00
May 11		27	17	-	-	-
May 12		27	0	4.00	-	4.00
		0	0			-
						-
						-
						-
April Interac Receipts						1,567.00
						-
					-	-
Count Totals		432	217	REPORTING PERIOD		\$2,098.00
Station Attendant:		Josh Dresser				
Report Date:		May 16, 2025				

DATE OF COUNCIL MEETING	RES #	RESOLUTION	ACTION REQUIRED	STAFF	STATUS	COMPLETED	NOTES/COMMENTS
Mar 7/24	2024-75	Policy re waiving fees	policy	Nicole	in progress		to be included in Delegation of Authority Bylaw review on hold until later in 2025
April 18/24	2024-114	AMPS - bring back revised	Revise to include applicable by-laws	Nicole/Cindy/Jason	in progress		
April 18/24	2024-122	Bring Back Report re Keep Office Open	Report re Staff Safety/Regulations	Nicole	in progress		
August 1/24	2024-243	Rock Point Road Deviation	Contact Planning Board/owner re 3 way cost	Cindy	in progress		write letter to Planning Board re: ownership of decision with the Planning Board and therefore, costs would be borne by them but willing to split generally this is on-going
Oct. 17/24	2024-324	Grant Applications	Review and apply	Cindy		completed	
Oct. 17/24	2024-329	Town Hall Mtg	Note date/time	Nicole, Stef		Postponed until 2025	
Nov. 28/24	2024-379	waste mgmt update	review & update	Paul A., Nicole	complete	2025-12 - Report to Council re Con. Waste	
<b><u>2025</u></b>							
Jan. 16/25	2025-007	Meier Consent B055i-24, B056-24, B057-24	move forward with file	Cindy	completed		
Jan. 16/25	2025-008	Meier Consent B058-24, B059-24	move forward with file	Cindy	completed		
Jan. 16/25	2025-009	Kelly Shire Waive Fees	advise applicant	Stef	Complete		
Jan. 16/25	2025-010	Dogsled Race Request	advise Paul A, notify public of closure	Stef	Complete		
Jan. 16/25	2025-014	Donation Policy	bring back for further discussion	Nicole/Cindy	Complete		
Jan. 16/25	2025-015	List of By-laws and Policies	provide list of by-laws, policies	Nicole, Cindy	Complete		
Jan. 16/25	2025-016	Correspondence	send letters to MPs, MPPS, etc.	Stef	Complete		
Jan. 16/25	2025-019	Ratify CUPE Settlement	notify CUPE, move forward	Nicole	Complete		
Feb. 6/25	2025-25	Approve ZBLA Ziraldo	bring bylaw to March	Nicole/Cindy	complete		
Feb. 6/25	2025-28	Approve SRA Audette	advise legal counsel	Cindy	Complete		

Feb. 6/25	2025-30	Landfill Report - Staff to Obtain Quotes	Obtain Quotes	Jenny/Nicole	in progress
Feb. 6/25	2025-31	Support ACED	advise ACED	Stefanie	Complete
Feb. 6/25	2025-32	Donation Policy - bring to April	Update	Cindy	complete
Feb. 6/25	2025-33	Policies & By-laws list	Obtain List from Keven	Nicole	complete
Feb. 6/25	2025-34	Draft Retention By-law - bring to March	update, bring back	Nicole/Jenny	complete
Feb. 6/25	2025-35	Interim Tax Levies	issue taxes	Jenny/Leslie	complete
Feb. 6/25	2025-36	Agreement - Fire Protection Grant	sign agreement	Nicole	Complete
		Agreement - Community Emergency Preparedness - purchase Drone	sign agreement, purchase drone	Nicole/Paul S	Complete
		Agreement - Primary Public Safety			
Feb. 6/25	2025-38	Answering Point	sign agreement	Nicole	Complete
Feb. 6/25	2025-39	Agreement - Student Transfer	sign agreement	Nicole	Complete
Feb. 6/25	2025-40	Agreement - Mosmann	forward agreement, remove condition	Nicole/Cindy	Complete
Feb. 6/25	2025-41	Change Council Meeting Dates	Update Website	Stefanie	Complete
Feb. 6/25	2025-42	Nominate Cheryl Philip EMS Advisory Brd	advise EMS Brd	Stef	complete
Feb. 6/25	2025-43	OPP Detachment Board	advise	Nicole/Stef	Complete
Feb. 6/25	2025-45	Support Frontenac	Send letters of support	Stefanie	Complete
Mar. 6/25	2025-55	Legion Use Ball Diamond	Book ball diamond/let Lisa know	Stefanie/Nicole	complete
Mar. 6/25	2025-56	Approve Regatta Budget	Note to Budget/inform Committee	Jenny/Lisa	complete
Mar. 6/25	2025-57	Support Bootsma Consent	Inform SEPSPDB	Cindy	complete
		Draft Council Code of Conduct - add social media	Changes to CCC	Nicole	complete
Mar. 6/25	2025-58	Annual Permit Fees - no change	No change to By-law, note to Matt	Cindy	complete
Mar. 6/25	2025-59	treasurer's report re 2024 Building Financials			complete
Mar. 6/25	2025-60				
Mar. 6/25	2025-61	receive draft Capital Budget w. compactor	Note to PWS/purchase compactor	Jenny	complete
Mar. 6/25	2025-62	Signing authority for cheques	Jenny/Nicole	Jenny/Nicole	complete
Mar. 6/25	2025-63	approve new fire fighters	Note to Paul S	Cindy	complete
Mar. 6/25	2025-64	Report re grader expenses			complete
Mar. 6/25	2025-65	Draft HR Policy	Make necessary changes	Nicole	complete
Mar. 6/25	2025-66	LAS	Inform LAS	Cindy	complete
Mar. 6/25	2025-67	Prioritize by-law and policies	Nicole	Nicole	complete
Mar. 6/25	2025-68	support JWMC Budget 2025	Note to Jenny	Cindy	complete
Mar. 6/25	2025-69	Agreement (Yoga) Josh Webster	Nicole	Nicole	complete
Mar. 17/25	2025-77	Remuneration By-law	Nicole	Nicole	in progress
Mar. 17/25	2025-78	Post Recreation Events Community Development Position		Nicole	in progress



Mar. 27/25	2025-85	DRAFT Council Code of Conduct - next mtg	Complete necessary changes, bring back	Nicole	See agenda
Mar. 27/25	2025-86	DRAFT HR Policy - next mtg	Complete necessary changes, bring bac	Nicole	See agenda
Mar. 27/25	2025-87	DRAFT Donations Policy - next mtg.	Complete necessary changes, bring bac	Cindy	See agenda
Mar. 27/25	2025-88	Welcome Signs	Inform donors,	Cindy, Jenny, Nicole	Donators advised
Mar. 27/25	2025-89	Remove Holding Designation - Mosmman	advise applicant, PB,	Cindy	complete
Mar. 27/25	2025-90	DRAFT Waste Mgmt - next meeting	Update changes, bring back report	Jenny	
Mar. 27/25	2025-91	DRAFT Employee Code of Conduct - next mtg	update changes, bring back	Nicole	See agenda
Mar. 27/25	2025-92	DRAFT CBO Code of Conduct - next mtg	bring back	Nicole	See agenda
Mar. 27/25	2025-93	Voting Methods	provide report	Nicole	
Mar. 27/25	2025-94	Disposition of Land	Option 2 chosen	Jenny	
Mar. 27/25	2025-95	OSPCA Agreement	Sign, provide to Jason	Jason	complete
Mar. 27/25	2025-96	Deeming By-law - Prichard	provide to legal, planning	Cindy	complete
Mar. 27/25	2025-97	Agreement - Product Care	sign, send to PC	Nicole	
Mar. 27/25	2025-98	Appoint Regatta Committee	advise Regatta/applicant	Stef	Complete
Mar. 27/25	2025-99	Appoint Fire & Emergency members - future	advise Fire Chief	Stef	Complete
Mar. 27/25	2025-100	Appoint Hiring Committee - PWS & Rec. Dev.	Advise hiring committee	Nicole	
Mar. 27/25	2025-101	Alternate CEMC report - April 17 Mtg	Report/by-law	Nicole	complete
Apr. 17/25	2025-109	2nd Draft Operating Budget - Add Summer St	Add additional Summer Student	Jenny, Nicole	
Apr. 17/25	2025-112	DM Wills to provide well reporting and 2 new	Advise DM Wills, ensure completion	Jenny, Nicole	
Apr. 17/25	2025-113	DPSMA Spring Meeting Participants	Register for DPSMA	Nicole, Stefanie	Complete
Apr. 17/25	2025-114	Council Remuneration By-law	Update bylaw for next meeting	Nicole, Cindy	see agenda
Apr. 17/25	2025-115	Tree Canopy Policy - letter to Provincial Gov't	Provide letter to Ontario Gov't	Nicole, Cindy	see agenda
Apr. 17/25	2025-116	DRAFT Parental Leave, add Caregiver	Update policy for next meeting	Nicole, Cindy	see agenda
Apr. 17/25	2025-117	Accepts Staff Relations Policy	Bring Bylaw to next meeting	Nicole, Cindy	see agenda
Apr. 17/25	2025-118	CEMC Alternate Report	Provide Council with monetary conside	Paul, Nicole	
Apr. 17/25	2025-119	Dan Robertson as Area Rep for EMS Board	Letter to EMS Board	Nicole, Stefanie	
Apr. 17/25	2025-123	Change CAs title to CAO	Update bylaw for next meeting	Nicole, Jenny	
May 1, 2025	2025-132	Regatta Request	Help from PW, BLEO	BLEO, PW	
May 1, 2025	2025-133	HR Policy	Bring back to next mtg	Nicole, Cindy	see agenda
May 1, 2025	2025-134	Waste Management	Survey residents	Nicole, Stefanie	on going
May 1, 2025	2025-135	Waste Management	Change hours, closed Stats, etc.	Jenny, Nicole	
May 1, 2025	2025-136	Appointment By-law	Passed	Nicole	complete
May 1, 2025	2025-137	Remuneration	Bring back to next mtg	Nicole, Cindy	see agenda
May 1, 2025	2025-138	Pregnancy, Parental or Caregiver	Bring back to next mtg	Nicole, Cindy	see agenda
May 1, 2025	2025-139	Commercial Credit Card	Sign, submit	Nicole, Jenny	complete
May 1, 2025	2025-140	Tree Canopy Policy	Write letter	Nicole, Cheryl	in progress
May 1, 2025	2025-141	Tax Rate & Ratio By-law	Enact	Jenny, Leslie	complete

# The Corporation of the Town of Kearney

## RECREATION COMMITTEE MINUTES

Tuesday, April 1, 2025 – 3:00 p.m.  
Seniors Room

**Members Present:** C-A Nicole Gourlay, Councillor Jill Sharer, Bea Dubuc, Tracey Mashinter, and Pauleen Patton.

**Regrets:** Laura Seaton, Patti Kennery and Janet Dunsmore.

### 1. Call the Meeting to Order at 3:08pm

### 2. Approval of Agenda

Res. No. 14-25 Jill Sharer, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the agenda of Tuesday April 1 2025 as circulated.

CARRIED

### 3. Disclosure of Interest

None Noted.

### 4. Delegations/Presentations

### 5. Adoption of Previous Meeting Minutes

5.1 February 18, 2025

Res. No. 15-25 Tracey Mashinter, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the February 18<sup>th</sup> meeting minutes as circulated with one amendment to include Bea Dubuc as noted in the regrets.

CARRIED

### 6. Items for Discussion

6.1. Evening Volleyball – 2 residents would like to supervise

The C-A outlined that there has been interest from other members of the community to volunteer to supervise evening volleyball for 18+. A trial period was agreed to, provided we had enough interest each week. The volunteers will provide the Town the necessary documents to supervise and will run May/June as a trial. Which will be re-evaluated afterwards.

6.2. Staff Activity Report from February 15<sup>th</sup> to March 31<sup>st</sup> 2025

	<u>Pickleball</u> <u>Tuesdays</u>	<u>Pickleball</u> <u>Wednesdays</u>	<u>Pickleball Fridays</u>	<u>Fitness -</u> <u>Monthly</u> <u>Passes</u>	<u>Fitness - Drop In</u> <u>Passes</u>	<u>Kids Dance</u>	<u>Yoga</u>	<u>Volleyball</u>	<u>Food Handlers Course</u>
January	33	40		25	0	Ages 4-6=6, Age 7-11=13			
February	47	40		25	0	Ages 4-6=8, Age 7-11=13			16
March	21	26		22	7	Ages 4-6=8, Age 7-11=13			

Res. No. 16-25

Bea Dubuc, Tracey Mashinter

BE IT RESOLVED that the Recreation Committee of the Town of Kearney directs the C-A to bring a quarterly budget to actuals report to the committee moving forward with individual revenue and expense lines.

CARRIED

The C-A provided the Committee with the updated participation numbers.

6.3. Summer Baseball

The C-A provided a brief update, but was having a regional meeting with the other teams on April 3<sup>rd</sup> 2025. Therefore, the C-A will bring back a formal update to the next committee meeting.

6.4. Swimming Lessons

The C-A provided an update to say that Staff had been in touch with the instructor and prices had already been set in the budget. The C-A and the instructor (sub contractor) will be meeting re: poster and registration for the summer.

6.5. Youth & Adult Dance – May and June 2025

Res. No. 17-25                      Jill Sharer, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agree to do another 8 week kids dance at \$60/block; AND FURTHER that the Committee agrees to do a trial adult dance class for 4 weeks at \$30/block; AND FURTHER agrees to increase the hourly rate for the instructor to \$75/hr and provide \$50 towards her insurance.

CARRIED

6.6. Easter Celebration with the Legion (Sunday, April 20<sup>th</sup> 10am)

The Committee discussed the event and who would be available to support the Legion on Easter Sunday. Bea, Janet and Pauleen offered to help. Councillor Sharer, was unsure of her schedule for that weekend yet, but would communicate it closer to, to the chair.

Res. No. 18-25                      Tracey Mashinter, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to donate \$200.00 to the Legion Easter Breakfast.

CARRIED

6.7. Canada Day/Touch a Truck

Legion is thinking of doing this event on the first weekend in July to avoid the Lions Lobster Fest. The Committee had asked Pauleen to go back to the Legion to see about doing it on the 29<sup>th</sup> (Sunday) of June instead as it would be past Canada Day – with Canda Day falling on a Tuesday this year. Pauleen will come back at the next meeting with more information.

6.8. Results from Survey – Exercise/Stretching; Youth Dance; Line Dancing

Information was/will be sent out to all those participating and Staff will bring back to the next meeting for discussion on how things are going.

6.9. Movie Night – outdoor, drive-in or indoor

Staff looking at the September 13<sup>th</sup> date for a shoulder season event, but if not available, to look later in August. Staff to speak with Library staff about joining forces and coming back to the Committee in May with costs and dates available. Pauleen to check with Lions Club about having their popcorn and candy floss for sale at the event.

6.10.        Music in Mirror Bay

Staff are looking to book 4-5 dates throughout the summer months on Saturday evenings from 7-8:30. Staff had already reached out to a few people, Pauleen sent an email with suggestions from a member of the community. Staff to speak to local business owner and see if they are having music every Saturday night in the area at their business. Pauleen to check with Lions Club about having their popcorn and candy floss for sale at the event.

- 6.11. Application to join the Committee – Justine McKean  
The Committee would like to speak about compilation of the committee and discussed wanting to update their Terms of Reference to ask Council to review applications first before they go to Council as well as having a maximum number of people on the committee in order to ensure the meetings are quick and efficient with time. Staff were asked to put this discussion on the next meeting for an amendment of the Terms of Reference to be recommended to Council for review.

## **7. Adjournment**

Res. No. 19-25

Jill Sharer, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 5:20p.m. to meet again May 13 2025 at 3PM.

CARRIED

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Chair

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Secretary



### **Staff Report**

**Staff Report No.** SR2025-27  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Jenny Leblond, Interim Public Works Superintendent  
**Subject:** Transfer Station Updates

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#### **Recommendation:**

That Council receive SR 2025 -27 Transfer Station (TS) updates as information only.

#### **Background:**

Council received staff report SR2025-26 at the May 1, 2025 Council meeting and approved some of the recommendations at that time. Staff was to come back with further information on:

- Data for curbside pickup of garbage and recycling
- Pricing on a used truck for the Transfer Station Attendant
- Conduct Survey on changing Transfer Station hours to being open alternating full days

#### **Analysis:**

##### **Data for curbside pickup of garbage and recycling**

After having another look, the Interim Public Works Supervisor (PWS) was able to find some data for curbside pick-up from July 2024 to December 2024.

Here is the average monthly number of stops and number of bags for garbage and recycling.

Month	Avg. No. of Stops	Avg. No. of Garbage bags	Avg. No. of Plastic Recycling	Avg. No. of Paper Recycling
July 2024	29.25	37.25	29.25	15.75
August 2024	26.25	35.25	23.75	13.75
September 2024	27.2	32	28.6	16.2
October 2024	29.8	34.6	27.2	19.8
November 2024	25.3	33.3	22.0	20.0
December 2024	25.3	36.3	25.0	14.3

##### **Pricing on Used Truck**

Interim PWS researched used trucks using local dealerships to the north and south of the Town.

Please find below a list for Council to get a feel of cost for used trucks. This list is in order of price from lowest to highest.

2018 Chev Silverado, crew cab, 4X4, 201,000 kms	\$24,280+HST
2019 GMC Seirra 1500, double cab, 4X4, 222,000 kms	\$24,680+HST
2016 Dodge Ram 1500, single cab, 4X4, 91,000 kms	\$27,900+HST
2019 Dodge Ram 1500, crew cab, 4X4, 141,000 kms	\$28,498+HST
2018 GMC Seirra, crew cab, 4X4, 241,000 kms	\$29,992+HST



2019 Ram 1500, crew cab, 4X4, 104,000 kms	\$30,500+HST
2020 Dodge Ram 1500, crew cab, 4X4, 122,000 kms	\$32,000+HST
2022 GMC Canyon, crew cab, 2 wheel drive, 53,000 kms	\$36,992+HST

**Conduct Survey on Transfer Stations being open alternating full days**

The survey went live on Friday May 9<sup>th</sup>. To give people time to complete the survey, we are closing it at noon on May 22<sup>nd</sup>. In order to provide the public with ample time to respond to the survey, the Interim PWS will update this report with the survey results and summarize additional comments received by the deadline. This updated report will be provided to Council “on desk” at the May 22<sup>nd</sup> Council meeting. This updated report will be replaced in the May 22<sup>nd</sup> agenda package for public viewing as soon as possible.

**Prepared by:**

Jenny Leblond, Interim Public Works Superintendent

# Transfer Station Hours Survey has collected 140 responses

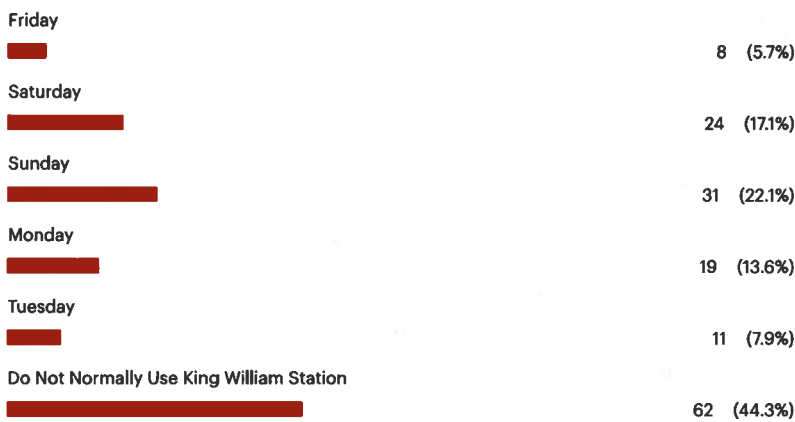
ON  
DESK

All responses If you primarily use the King William Transfer Station, what day of the week do you use it the most?

Question 1 has 140 answers (Checkboxes)



"If you primarily use the King William Transfer Station, what day of the week do you use it the most?"



Question 2 has 140 answers (Checkboxes)



"If you primarily use the Kallio Transfer Station, what day of the week do you use it the most?"



Question 3 has 140 answers (Radio buttons)



## "Are you a permanent or seasonal resident?"



Question 4 has 140 answers (Radio buttons)



## "Would you be open to the Transfer Stations being open for full days and alternating at each site?"



Question 5 has 140 answers (Radio buttons)



## "If there was a construction bin available at King William, would you use the King William Transfer Station more often?"



Question 6 has 13 answers (Open text)

## "Additional comments or feedback"

Unknown contact said:

"Leave it the way it is ! It works just fine "

Unknown contact said:

"Keep things the way they are now. For the high taxes I pay, the Town provides few services in return. There is nothing more basic than waste disposal. I am strongly opposed to restricting my access to the Kallio dump. Cut/change other services instead."

Unknown contact said:

"Leave it the way it is."

Unknown contact said:

"Thank you for asking these questions.  
It is nice to have each transfer station open each day for 1/2 day. "

Unknown contact said:

"the extra cost of the Town buying another vehicle needs to be considered"

Unknown contact said:

"8-12 at king William's and 1-4 at calio sounds great. Don't like alternating full days at each different transfer station at all. "

Unknown contact said:

"New hours are fine. But keep 1/2days at each. Dont alternate."

Unknown contact said:

"I believe you should have both transfer stations open five days a week as they are now. Especially in the summer the kallio station would be far too busy with cottagers if you only have it open two days a week."

Unknown contact said:

"Keep open"

Unknown contact said:

"The new hours are fine but not open to the alternate days. Half days at both stations are best."

Unknown contact said:

"The dump is unaffordable "

Unknown contact said:

"Please leave the hours and the days as is. Please make sure that the attendant helps the older and disabled people with the garbage and recycling. "

Unknown contact said:

"I prefer full days at one station rather than 1/2 days at both stations. "





### **Staff Report**

**Staff Report No.** SR2025-28  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Jenny Leblond, Interim Public Works Superintendent  
**Subject:** Public Works Capital Project Updates

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#### **Recommendation:**

That Council receive SR2025-28 Public Works Capital Project updates as information only.

#### **Background:**

Council approved the Capital Budget March 6<sup>th</sup> 2025. As there was a senior staff change soon after that, it has taken the interim Public Work Superintendent (PWS) some time to figure out the scope of work and details that were originally budgeted for.

The Interim PWS thought that Council should be updated on the Capital projects that were budgeted for 2025.

This report will serve two purposes, one is updating Council and second, will serve as a detailed update for a successful candidate for the Public Works Superintendent position.

#### **Analysis:**

#### **2024 Capital Projects**

The resurfacing of parts of Echo Ridge and Chetwynd are not fully complete from last year. There is still shouldering the edges that need to be done. Shouldering is an important part of road rehabilitation. The benefits include: edge stability, reduces edge cracking, smooth transition for vehicles to pull off the road, allows for proper drainage, reduces erosion, and prevents water and debris from infiltrating underneath the asphalt.

The crew will be using gravel that we have left over from the last time we crushed gravel. There are no added costs for shouldering other than staff time and use of our own equipment.

#### **Sand Lake Boat Launch**

Budget \$120,000

Interim PWS has been in contact with:

- Brooklin Concrete to get lead times on ordering the 4' X 16' concrete slab boat ramp pieces. – confirmed for 3-4 weeks
- MNRF to confirm the 'working in water' permit was extended into 2025 – confirmed.
- DFO to confirm our approval is still valid if work takes place in 2025 – confirmed.
- Met onsite with a contractor who is willing to take on this project.

There is no in water work is permitted between May 1<sup>st</sup> and July 15<sup>th</sup>. If everything goes as planned the on-land work can start July 2, 2025. Public Works will remove the old boat ramp and clean-up site before reconstruction starts. The boat ramp will remain open as is until July 2<sup>nd</sup>. Communication to the public about progress and milestones will be on Facebook, the website and newsletter(s).

Though some of the work is priced as an hourly rate, the Interim Public Works Supervisor feels we can get this project complete on budget.

### **Carbon Monoxide Detector and Exhaust Fan**

Budget \$20,000

This project should be completed in the next couple of weeks. There was a complete assessment of all the existing components. The work will consist of Supplying and Installing a 2nd CO/NO Detector and Replace Defective CO/NO Sensor in Public Works Garage. There was no alarm on the back bay, so this will give the same safety alarms for either side of the garage.

This project will come in under budget.

### **Garbage Compactor**

No update at this time.

### **Asphalt Resurfacing – 518 East/Chetwynd Road**

Budget \$660,072

There is 1.5km of Chetwynd due to be resurfaced in 2025. Interim PWS has reviewed the road with the Foreperson to go over any base repairs, culverts, ditching and berm removal needed. We are going to replace culverts in 3 locations. There are other culverts on that stretch of road that don't see water consistently so they are still in good condition. RFQ's are out for pulverization. The tender for asphaltting is prepared and will go out ASAP.

This will be the priority project for Public Works this season.

### **Hard surfacing Island Lake, Ostick, Clam Lake and Echo Ridge**

Budget \$241,430

It is the Interim PWS opinion that before any hard surfacing is to occur, it is best practice to dig out any problem areas in the road base, remove berms, clean out ditches and sometimes have a layer of gravel added before hard surfacing. After looking at these roads, it will take Public Works Department some time to get these items complete.

The Interim PWS has not quoted/tendered for pulverization or hard surfacing yet as it is too soon to tell how long it will take to get the above-mentioned work completed. The Interim PWS recommendation is to keep the capital budget as is, but if the construction season ends before hard surfacing can happen, we can use the money set aside for next season.

These roads will be the second priority project for the Public Works Department.

### **Gravel Stock Pile**

Budget – not included in Capital Budget

The stock pile we have will last for the above projects but then there will be very little left for road application. There were some concerns brought forward about not gravelling any gravel roads this year but the Interim PWS does not believe there will be a significant impact if we skip one year. In the last 2 years, the Foreperson has informed me that we have added gravel to the following roads: Ostick, Stogers, Emsdale Lake, Boat Ramp, Kalio, Cashman, Forestry Tower from Hwy 518 to km 3, Higgins (North Shore ½ Rd), Perry, Edgewater, Buckleys to corner, Island Lake Road, Stoneway (the flats only), Balsam, Rose, Ayres, and 12<sup>th</sup> Concession.

The interim PWS recommends that we start the process of crushing more gravel this year. Staff have provided information that we are nearing the end of life for our gravel pit, and we are getting too close to the boundaries. Staff still have to reach out to MNRF to ask what is needed for us to continue crushing. The Interim PWS believes a survey of the area will be needed before crushing can start. More information will come back to Council at a future meeting regarding the gravel crushing continuation.

**Prepared by:**

Jenny Leblond, Interim Public Works Superintendent



### **Staff Report**

**Staff Report No.** SR2025-29  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Jenny Leblond Interim Public Works Superintendent  
**Subject:** RFQ – Cameras

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### **RECOMMENDATION**

THAT the Request for Quote for cameras to be installed at the Municipal Office, Public Works Yard and both Transfer Stations be awarded to True Steel Security for the price of \$15,840.00 plus HST.

### **BACKGROUND**

The previous Public Works Superintendent obtained quotes for cameras to be replaced at the Municipal office, Public Works Shop and both Transfer Stations. One new benefit of a new system is that it will allow access to the camera footage remotely. This can allow the Public Works Superintendent to check to see if the weather conditions that were forecasted are correct when deciding when to call in Public Works for winter road maintenance. It will also help with false alarms of the security alarm system in that we can check the cameras quicker than having someone rush over to check on the building. Having said that, there will still be times when someone will have to come to the site, the cameras will not eliminate that completely.

### **ANALYSIS/OPTIONS**

Two quotes were received for cameras. The recommendation is for the lowest quote. Council should be prepared for a potential increase because of on again/off again tariff threats from the United States.

	Price (excluding HST)
True Steel Security	\$15,840.00
Blanket Security	\$20,745.00

### **Prepared by:**

Jenny Leblond, Interim Public Works Superintendent



### **Staff Report**

**Staff Report No.** SR2025-30  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Jenny Leblond Interim Public Works Superintendent  
**Subject:** RFQ – Pulverizing of Chetwynd Road

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### **RECOMMENDATION**

THAT the Request for Quote for pulverizing 1.5 kms of Chetwynd Road be awarded to:

Greenwood Paving for pulverizing only for the price of \$12,600 plus HST.

OR

Rotomill for pulverizing, grading, compaction and traffic control for the price of \$18,270 plus HST.

### **BACKGROUND**

The interim PWS quoted pulverization of Chetwynd in two different areas for a couple of reasons.

#### *Pulverizing Only –*

If the town takes on the grading, compaction and traffic control it will be our construction zone. We would be fully responsible for the site under the Occupational Health and Safety Act. Staff would be taken away from other tasks they could complete with our short construction season. There will be an additional cost to rent a roller for compaction. Overall, this will be the cheapest option.

#### *Pulverizing including grading, compaction and Traffic Control-*

The Town will not be in control of the construction site so full responsibility is to the contractor under the Occupational Health and Safety Act. This in turn does increase the cost, but allows Staff to work on other projects while pulverizing is taking place.

### **ANALYSIS/OPTIONS**

Two quotes were received for pulverizing with two options. The recommendation is for the lowest quote.

#### **Pulverizing Only (Town provides Grading, Compaction and Traffic Control**

	Price (excluding HST)
Greenwood Paving	\$12,600
Rotomill	\$13,020

#### **Pulverizing including Grading, Compaction and Traffic Control**

	Price (excluding HST)
Greenwood Paving	not able to quote
Rotomill	additional \$5,250 to above

### **Prepared by:**

Jenny Leblond, Interim Public Works Superintendent



## MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT

**THIS AGREEMENT** is made as of the 15<sup>th</sup> day of May, 2025 (the “**Effective Date**”).

BETWEEN:

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)**

- and -

**CORPORATION OF THE TOWN OF KEARNEY (“COLLECTOR”)**

**collectively, the “Parties”**

*Reporting Contract #:* \_\_\_\_\_ *(completed by AMS)*

### WHEREAS:

- A. AMS will be offering services as a producer responsibility organization (“**PRO**”) under the Hazardous and Special Products Regulation (“**HSP Regulation**”) made under the *Resource Recovery and Circular Economy Act, 2016* (the “**RRCEA**”) (collectively, the “**AMS Program**”).
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or oil filters (collectively, “**Automotive Hazardous and Special Products**” or “**Automotive HSP**”) as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

**NOW THEREFORE** in consideration of the premises, the parties hereto agree as follows:

**1.0 Definitions and Interpretation**

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
  - (b) **“Automotive HSP”** means one or more of the following as defined under the Regulation:
    - (i) **“Oil Container”** means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;
    - (ii) **“Oil Filter”** means a fluid filter, other than a gasoline filter, and includes,
      - a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,
      - b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and
      - c. a sump type automatic transmission filter
    - (iii) **“Antifreeze”** means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,
      - a. the initial antifreeze supplied with a new vehicle, and
      - b. antifreeze that is premixed and concentrated.

“Antifreeze” includes the product’s primary packaging where that packaging is less than 30 litres.

  - (c) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
  - (d) **“Claims Submission”** means submission to AMS of data required to validate claim for payment;
  - (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

- (f) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) **“Diversion Report”** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) **“Event”** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) **“FOB”** means free on board;
- (j) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (k) **“Hauler”** means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **“Material Management Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “C” as amended by AMS from time to time;
- (o) **“Post-Collection Services”** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) **“Processor”** means a Service Provider that processes collected Automotive HSP;
- (q) **“Service Provider”** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

## **2.0 Material Management Services**

- 2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

☐

Depot

☒

Event

☐

Event (and transportation to Depot)

- 2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

### **3.0 Price and Payment**

#### **3.1. Price**

- (a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
  - (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.
- (b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
  - (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

#### **3.2. Payment**

- (a) Material Management Services – Depot.
- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(b) Material Management Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

- (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
- (b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

**4.0 Supplemental Reporting**

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure



document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

## **5.0 Facility Access and Audit Rights**

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

## **6.0 Term**

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2025. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

## **7.0 Exclusivity**

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

## **8.0 Title and Compliance with Laws**

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
  - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.
- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service

Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

#### **9.0 AMS Policies, Standards and Guidelines**

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule “C” for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

#### **10.0 Promotion and Education**

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:
  - local print publications
  - local print media
  - local radio
  - local signage, or
  - social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.

- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

## **11.0 Indemnity and Insurance**

- 11.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, 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 breach of this Agreement by the other party or any wilful 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.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider’s insurance, naming AMS as an additional insured with the following language:

“Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **12.0 Assignment**

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.

- 12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

### **13.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will 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 (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Executive Director  
Automotive Materials Stewardship  
1 St. Clair Avenue West, Suite 701  
Toronto, ON M4V 1K6

Email: [operations@autostewardship.ca](mailto:operations@autostewardship.ca)

Notices to the Collector will be delivered to:

Cindy Filmore, Clerks Dept.  
Town of Kearney  
8 Main St, PO Box 38  
Kearney, ON P0A 1M0

Email: [cindy.filmore@townofkearney.ca](mailto:cindy.filmore@townofkearney.ca)

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) 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.

#### **14.0 No Partnership or Joint Venture**

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

#### **15.0 Severability**

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

#### **16.0 Amendment and Waivers**

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

#### **17.0 Further Acts**

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

#### **18.0 No Third Party Beneficiaries**

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

#### **19.0 Counterparts and Facsimile**

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

#### **20.0 Force Majeure**

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected

by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

## **21.0 Dispute Resolution**

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

## **22.0 Termination**

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:

- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
- (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
- (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
- (d) a receiver or trustee is appointed for any part of the assets of AMS; or
- (e) AMS ceased to provide services as a PRO.

### **23.0 Survival**

- 23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

### **24.0 Additional Conditions**

- 24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

### **25.0 Entire Agreement**

- 25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

### **26.0 Headings for Convenience Only**

- 26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

### **27.0 Governing Law**

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

### **28.0 Legislation References**

- 28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.



## **29.0 Confidentiality**

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

## **30.0 Rights and Remedies**

- 30.1. 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 dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

## **31.0 Schedules**

- 31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS STEWARDSHIP**

by: \_\_\_\_\_

Name: David Pearce

Title: Executive Director

**CORPORATION OF THE TOWN OF KEARNEY**

by: \_\_\_\_\_

Name:

Title:

by: \_\_\_\_\_

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

## SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

### Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTAL REIMBURSABLE HOURS</b>					<b>0</b>

### Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

### Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	Collector name	Event date	Location name	Full address	ex. 9am - 2pm	SP Name

INITIALLED BY COLLECTOR: \_\_\_\_\_

## SCHEDULE “B” – PAYMENT FOR COLLECTION SERVICES

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
  - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “A”, to be paid in 12 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 12 and multiplied by the Hourly Rate.
  - (b) For Material Management Services – Event, AMS will pay the Collector a rate of **\$1,275.00** per tonne of Automotive HSP plus applicable taxes.
  - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.
2. Notwithstanding Section 16.1, AMS may increase a payment rate, as identified above, without requiring an amendment. Collector will be notified of any increase to a payment rate a minimum of thirty (30) days in advance through written notice, as per Section 9.0.

INITIALLED BY COLLECTOR: \_\_\_\_\_

## **SCHEDULE “C” – AMS WASTE PACKING STANDARDS**

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

### **Waste Packing Protocols**

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
  - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
  - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
  - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
  - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
  - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
  - Be accessible to transport vehicles for pick-up of Automotive HSP; and
  - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
- Reasonable efforts must be taken to minimize contamination.
  - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
  - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

## Appendix A – Waste Packing Standards

*Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)*

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212  Or  Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> <li>• Antifreeze returned in containers with a volume of 30 litres or less.</li> <li>• Antifreeze recovered from vehicles at automotive service centres.</li> </ul>	<ul style="list-style-type: none"> <li>• Plumbing antifreeze;</li> <li>• Vehicle windshield antifreeze;</li> <li>• Product marketed as industrial heat transfer fluid;</li> <li>• Fuel (gasoline &amp; diesel) antifreeze; Lock de-icer;</li> <li>• Air brake antifreeze;</li> <li>• Antifreeze which does not contain ethylene or propylene glycol;</li> <li>• Containers used to deliver Antifreeze with a capacity greater than 30 litres.</li> </ul>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>
2	Empty Auto Containers  Or  Empty Auto Containers - Shredded	<ul style="list-style-type: none"> <li>• Antifreeze containers that are 30 litres or less;</li> <li>• Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil.</li> <li>• <b>Note:</b> Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil.</li> </ul>	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>



#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> <li>• Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications;</li> <li>• Diesel fuel filters;</li> <li>• Household furnace fuel filters;</li> <li>• Coolant filters;</li> <li>• Storage tank diesel fuel filters;</li> <li>• Plastic &amp; paper element style filters;</li> <li>• Diesel fuel filters used at retail commercial pump islands</li> </ul>	<ul style="list-style-type: none"> <li>• Gasoline fuel filters;</li> <li>• Air filters (automotive or non-automotive);</li> <li>• Household furnace air filters;</li> <li>• Sock-type filters</li> </ul>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>

## Town of Kearney

Policy:	<b>Tax Collection Policy</b>	Policy No. <b>XXX</b>
Section:		Effective:
Approved by:	Resolution No. 2025-XX	Revised:
		Page: <b>Page 1 of 3</b>

### Purpose

This policy provides guidelines to staff for effective and efficient collection of property taxes and to ensure that all taxpayers are treated fairly and equitably with respect to the collection of their property taxes.

### Policy statement

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

### Scope

The scope of this document is intended to cover all the aspects of “collection” of property taxes and any amounts added as taxes for collection. The document will also incorporate “billing” practices including the process for the Interim Billing and Final Billing Collection

This policy takes its authority from Section 286 of the Municipal Act, 2001 which states that the Treasurer is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality.

### Accountability

The Treasurer and Deputy Treasurer are responsible to ensure that outstanding Property Tax collection processes are performed in accordance with this policy and all applicable legislation. In addition, the Treasurer, Deputy Treasurer or delegate is responsible to:

- Ensure this policy remains consistent with current legislation
- Ensure applicable staff are aware of and trained on this policy
- Communicate any policy revisions to applicable staff
- Assess overdue Property Tax accounts to ensure tax collection processes are performed in accordance with this policy

### Tax Billing and Payments

Interim bill- Based on 50% of the previous year’s property taxes. Bills to be mailed/emailed out before the end of the first week in March with two installments, due on or about the 27th day of March and of May.

Final Billing – Based on the current year’s property assessment times the current tax rate as passed in the budget. Two installments: Due (depending on the current year’s by-law) on or about the 27<sup>th</sup> day of August and October.

## Town of Kearney

Policy:	<b>Tax Collection Policy</b>	Policy No. <b>XXX</b>
Section:		Effective:
Approved by:	Resolution No. 2025-XX	Revised:
		Page: Page <b>2 of 3</b>

### Interest and Penalties

Interest and penalties shall be added as soon as possible on or immediately after the first of the month, as circumstances allow, no later than the seventh of every month.

Interest and Penalties shall be assessed at the rate of 1.25%, or the highest rate allowed under the Municipal Act, and will be added to all past due accounts following the installment due date and monthly thereafter until paid.

### Collection Procedures

Reminder notices: One reminder notice to be sent after the Interim billing, approximately 2-3 weeks after the second installment due date. A second reminder notice to be sent after the final billing, 2-3 weeks after the second installment due date.

### Tax Registration Procedures

First Warning Letter – To be sent to those property owners whose taxes will be two years in arrears as if January 1, to be sent before the end of January. The letter will warn that the property in question is eligible for tax registration procedures in the new year if the second year arrears are not paid by the end of February.

Second and Final Warning Letter – To be sent by registered mail, giving notice in March, that registration procedures will be commenced by the beginning of May, and, in the case of farmers, send A Notice of Intent to Realize On Security as required under the Farm Debt Mediation Act.

Properties will become registered, at a time convenient for the municipal staff, in May but no later than the end of July. All tax registration procedures will be governed by the Municipal Act.

### Accepted Payment Methods

Payments are payable to the “Town of Kearney”, 8 Main Street, PO Box 38, Kearney ON P0A 1M0 and must be received in the municipal office on or before the installment due date in order to avoid penalty and interest.

The following payment methods are accepted for property taxes:

- i. Payments may be received in person during regular business hours in the municipal office (8 Main Street) by cash, cheque, debit or credit. There is a 2% surcharge for credit card payments.
- ii. Cheques may be dropped into the after-hours dropbox located to the right of the front entrance of the municipal office;

## Town of Kearney

Policy:	<b>Tax Collection Policy</b>	Policy No. <b>XXX</b>
Section:		Effective:
Approved by:	Resolution No. 2025-XX	Revised:
		Page: <b>Page 3 of 3</b>

- iii. Cheques may be mailed; however, the cheques must be received in the municipal office on or before the installment due date in order to avoid penalty and interest;
- iv. Payments may be made by telephone or internet banking. Taxpayers wishing to pay in this manner need to be aware that currently the typical processing time for Canadian financial institutions to transfer a payment to the township's account can be at least 3 business days. This means that payment made in this manner should incorporate sufficient lead time in advance of the due date.
- v. Payments may be made in person at most Canadian financial institutions. As noted in (iv) above, the typical processing time for Canadian financial institutions to transfer a payment to the township's account is at least 3 business days. This means that sufficient payment processing time should be considered when making payments at financial institutions to ensure the payment is received in advance of the due date.

### Communication to Council

Council will be provided with a quarterly report of aggregate data of the current year's property tax arrears and the prior year for comparison.

## **Staff Report**

**Staff Report No.** SR2025-31  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor, and Members of Council  
**From:** Cindy Filmore, Deputy Clerk (DC)  
**Subject:** Harris Road Allowance Purchase

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### **Recommendation:**

That Council receives SR2025-32 and reviews the provided information to support the road allowance purchase in principle.

### **Background:**

Staff have received a request from Mary Harris to allow a private driveway to cross a portion of the un-opened road allowance between Concessions 8 and 9 in Proudfoot Township near Grass Lake

### **Considerations:**

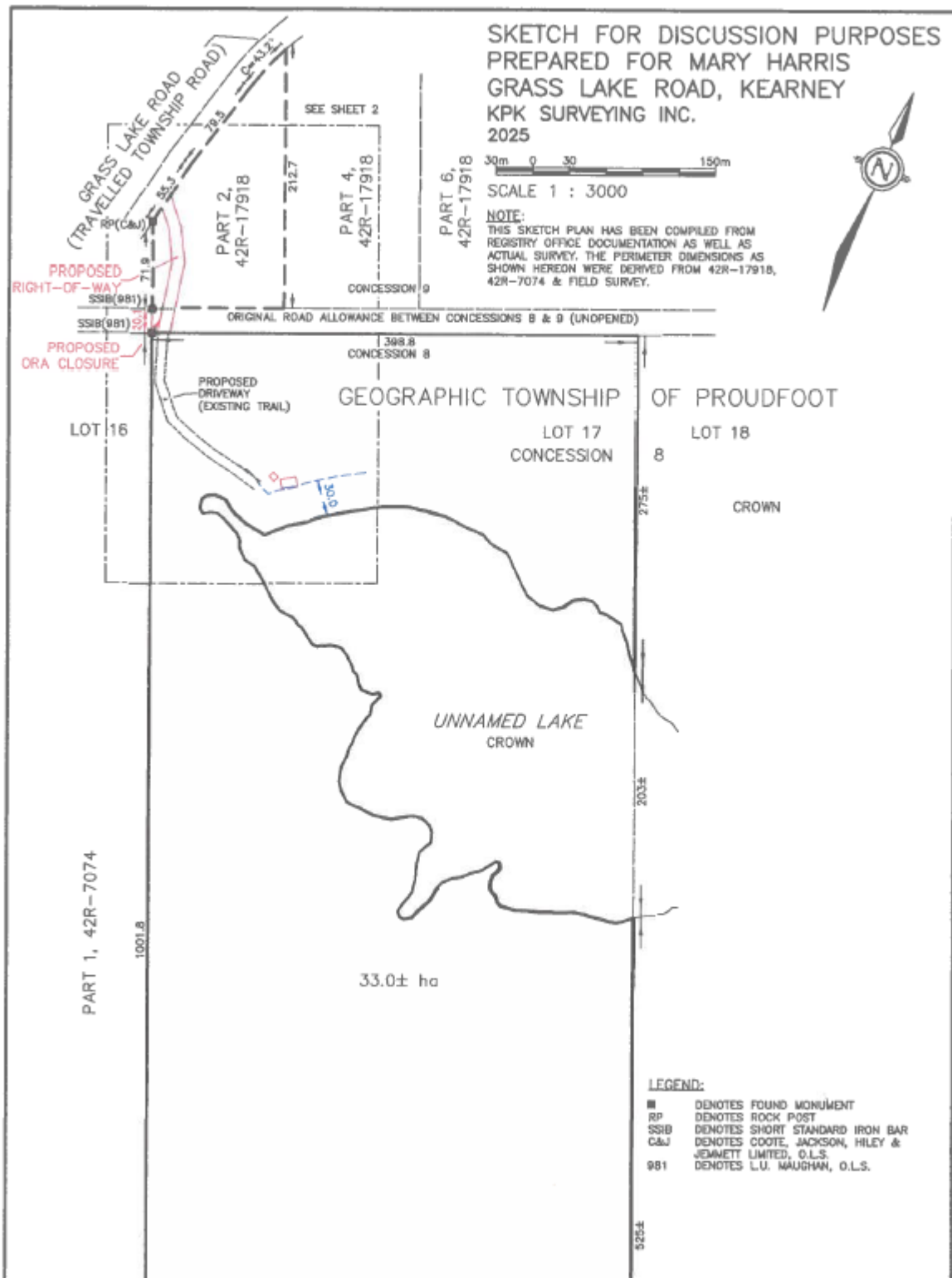
Prior to supporting the sale of any unopened Road Allowance, Staff must consider a number of factors, seek advice of legal counsel, review the area to consider other sources of access, determine the general implications of the sale as well as the broader implications for the Town.

### **Analysis:**

Legal counsel has reviewed the application and associated land titles and while further review is necessary, requests that Council determine if this is something they support.

**Prepared by:** Cindy Filmore, Deputy Clerk

See attached sketch





### **Memo**

Date: May 22, 2025  
To: Mayor, Deputy Mayor and Members of Council  
From: Nicole Gourlay, CAO/Clerk  
Subject: Update to Recreation Committee Terms of Reference

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#### **Information to be provided:**

At the regular meeting of the Town of Kearney Recreation Committee on May 13<sup>th</sup> 2025, the Committee gave the CAO/Clerk the direction to request to Council an update to the 2015 Recreation Committee Terms of Reference to better outline how the Committee would like their structure to be as well as update some general items.

1. The first update would be to remove the “Treasurer” role as this is a committee of Council and does not require a separate Treasurer. The Treasurer of the Town of Kearney assists the CAO/Clerk with any financial questions from the committee, similarly to Council.
2. The Committee would like to be able to provide members an approved leave of absence – similar to what Council has been reviewing for members of Council. This would mean that a member would be able to have an approved leave of absence from the committee for a specific period of time.
3. The Committee would like to include a section within the Terms of Reference that outlines applications for the committee would come to the committee first for review and recommendation to Council, with Council still having their authority to approve the membership. The committee feels that reviewing the applications and maybe having the applicants present to the committee why they would be a good fit, what they bring to the table and have some different experience or expertise than what is already on the committee.
4. The Committee would also like to have a maximum of seven (7) members on the committee including the Council representative, but excluding the secretary (member of Staff as they are not a voting member). In keeping with an odd number, there are fewer members needed for quorum. As well as with too many members on a committee, it can become difficult to discuss and make decisions along with organizing schedules. The committee would like to make specific mention that the Terms of Reference should be clear in the fact that other volunteers can be used for specific events, programming etc. that would be covered under the Town in providing these much needed programs and events, but they wouldn't be required to attend meetings. The committee has also encouraged volunteers, sub contractors or other members of the public with ideas to present at committee meetings in order for the committee to better understand how community members would like to be involved, what they would like to see from the committee and the Town from a Recreation and events perspective.

#### **Conclusion:**

The Committee would like to have Council's support to update the Recreation Committee's Terms of Reference at the next meeting of Council on June 13<sup>th</sup> 2025 to be passed with these items specifically included.

#### **Prepared by:**

Nicole Gourlay, CAO/Clerk



## **Staff Report**

**Staff Report No.** SR2025-32  
**Date:** May 22, 2025  
**To:** Mayor, Deputy Mayor, and Members of Council  
**From:** Nicole Gourlay, CAO/Clerk  
**Subject:** Employee Recognition & Years of Service Program

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### **Recommendation:**

That Council receive SR2025-33 Employee Recognition & Years of Service Program as information and provide direction to Staff on policy development.

### **Background:**

The Town of Kearney has had a previous program (as attached) which Staff and Council have discussed previously. Council gave direction to Staff to update the policy in order to provide a different program to recognize Staff for years of service and their on-going commitment to the Town of Kearney. In order to provide a more fulsome policy, Staff have brought some ideas to Council for consideration and direction.

Recognizing staff for their years of service is crucial for maintaining morale, loyalty, and productivity within an organization. Traditional recognition programs often include plaques, certificates, or monetary rewards. However, there are numerous alternative approaches that can be more meaningful and engaging for employees. With the previous program, Staff were given access to a special website from which they chose value-appropriate gifts. This has faced much criticism and had resulted in Staff requesting gift cards for the appropriate associated amounts rather than “gifts” on this website. The recognition program has been on hold as Staff worked towards some options for a different program for Council to consider. This report outlines several innovative alternatives below.

### **Considerations:**

Some options and ideas of Service Recognition Programs used by other employers include:

#### **1. Personalized Gifts or Awards**

**Description:** Personalized gifts or awards tailored to the interests, preferences of the employee can make recognition more meaningful. A unique award could reflect the employee’s individualized contribution. These can include custom-made items, hobby-related gifts, or experiences such as a weekend getaway.

##### **Benefits:**

- Demonstrates thoughtfulness and appreciation.
- Creates a lasting memory for the employee.
- Can be highly personalized and meaningful.
- Reinforces company values and culture.

##### **Challenges:**

- Requires knowledge of employee preferences.
- Can be more costly than traditional methods.
- May offend recipients if it does not reflect their standards/priorities (i.e. not everyone appreciates a jacket with their name on it)
- Requires creativity and effort in design.



## **2. Public Recognition Events**

**Description:** Hosting events such as annual dinners, award ceremonies, or company-wide meetings where employees are publicly recognized for their service.

**Benefits:**

- Enhances the sense of community and belonging.
- Provides a platform for celebrating achievements collectively.

**Challenges:**

- Requires planning and resources.
- May not be suitable for all employees who prefer private recognition.
- Employee may choose not to attend

## **3. Charitable Donations**

**Description:** Making a donation to a charity of the employee's choice in their name.

**Benefits:**

- Reflects the company's social responsibility.
- Allows employees to support causes they care about.

**Challenges:**

- Requires coordination with charitable organizations.
- May not be as personally rewarding as other forms of recognition.

## **4. Support Local Gift Card Program**

**Description:** Monetary Gift Cards (\$100, \$250, \$500) for use at local businesses of the employee's choice.

**Benefits:**

- Customisable/adaptable as employee can choose any local business
- Reinforces community values
- Supports local businesses

**Challenges:**

- Requires cooperation of local businesses (willingness to invoice Town and await payment)

## **5. "Time Away" or "Dinner/Day/Night Out" Gift Card Program**

**Description:** Monetary Gift Cards that provide for a level of reward: 5 yr = \$100/Dinner for 2, 10 yr = \$250 / One Night Stay (hotel/resort), 15 yr = \$500 / Two Night Stay. Could also be for a movie day/night.

**Benefits:**

- Recognizes the need for a break from work
- May be directed to support local businesses
- Offers an opportunity to enhance already earned vacations (i.e. does not impact union contract)

**Challenges:**

- Requires initial program design

**Further Information:**

In order to determine which option would be best for the Town and its employees, Council may wish to consider:

1. **A Survey of Employees:** Conduct surveys to understand employee preferences for recognition.
2. **Running Pilot Programs:** Start with pilot programs to gauge effectiveness and employee response.
3. **Consider Budget Planning:** Ensure proper budgeting to accommodate the chosen recognition methods.
4. **Utilise Continuous Improvement:** Regularly review and update recognition programs based on feedback and changing needs.

**Conclusion:**

By adopting one of these innovative approaches, the Town can foster a positive work environment and show genuine appreciation for their employees' dedication and hard work

**Prepared by:** Nicole Gourlay, CAO/Clerk



Dear Kearney Council,

On behalf of Almaguin Pride, I am writing to respectfully request that the Town of Kearney raise the Pride Flag for the month of June.

Almaguin Pride's mission is to foster representation, acceptance, and connection within the LGBTQ+ community and its allies. Raising the Pride Flag is a powerful step towards enhancing community support. Pride Month is meant not only to help every member of our communities feel safe and accepted, but also to highlight the ongoing struggle for LGBTQ+ rights. As you may be aware, the Pride Flag flew on Parliament Hill for the first time in 2016. The flag has been raised on the Hill at the start of June ever since.

For a little background, Pride is typically celebrated in the summer months to commemorate the Stonewall Riots which took place in New York City in June 1969 when community members successfully fought back against police raids. Canada's own Stonewall took place in 1981 when 3,000 citizens took to the streets in protest of police raids of queer spaces. The Queer community has seen advancement since then, with the consecration of our rights in the 1985 Charter as well as the 2004 law which allowed for same-sex marriage in Canada. Further legislation passed in 2017 to enshrine the protection of gender diverse individuals, and in 2021 Canada banned conversion therapies.

We hope that the Town of Kearney will join communities across Canada in celebrating Pride Month in 2025. Please let us know if we can provide a representative for the flag raising.

Thank you for your consideration.

Best regards,  
Karen Hoffman  
Volunteer  
Almaguin Pride

# *Women's Own Resource Centre*

The Town of Kearney

April 28th, 2025

Dear Mayor and Council,

I am writing to you on behalf of the Women's Own Resource Centre (WORC), which is a non-profit, registered charitable organization. We provide information, referral and support to women, girls and families of the Almaguin Highlands to assist them in working toward their economic goals. Our Rural Outreach Program Endeavour (ROPE) provides workshops in self-employment, networking, mentoring and life skills.

The Women's Own Resource Centre was established in 2000, is centrally located in the Almaguin Highlands district and has been successfully helping women and their families for over twenty years. We serve a rural population of approximately 30,000 permanent residents that include many working poor families that are unable to qualify for current forms of government assistance and services. WORC serves northern, low-income, rural women who may have experienced violence or abuse in their lives. Many of these women have poor self esteem, few assets and limited family support. These women face numerous barriers which are worsened by their isolation and increased financial cost of basic social inclusion. The support of WORC is essential in working with them on a plan for recovery and growth.

The Rural Outreach Program Endeavor encompasses workshops which are offered free of charge with financial support being available for transportation and childcare costs to increase accessibility and remove as many barriers as possible. In addition to supporting women in creating sustainable livelihoods through achieving economic independence, WORC provides business services, business plan assistance, one to one consultations, information sharing, support, referrals, resources and hosts a large donation network.

From April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2025, our Centre recorded 3,320 drop-ins, 872 phone calls, 2,968 emails and 94 one to one consultations for business development, personal and crisis calls throughout the year. 594 individual clients had direct engagement with one of our programs throughout the year. Our Entrepreneurial Skills Training workshop supported 16 women in 2024/25 through the process of starting a small business with 12 of these women launching businesses throughout the Almaguin Highlands and an additional 3 hoping to launch within the next year. Our Life Skills Training workshop supported 22 women in 2024/25 and 237 individual women participated in local Resource & Business Network Luncheons. WORC responded to 15 crisis calls which includes 8 in regards to violence against women. 1,356 interactions with our donation network this past year which encompasses both donation pickups and dropoffs – the Donation Network continues to be a growing resource in the Almaguin Highlands for those struggling to afford the basic necessities of life. We keep a dedicated room at our office for donated items which includes clothing, linens, household items, shoes, boots, winter jackets, hygiene products and more which anyone can access at anytime with no requirement to prove eligibility.

In addition to core programming, WORC partnered with local organizations including ACED, AHCC, NECO, The Labour Market Group and others to organize and host the RED Gala in October of 2024. WORC also organized and hosted our third annual International Women's Day Celebration on Saturday March 8<sup>th</sup>, 2025. The event was sold out with 125 women attending from across Almaguin. We carried forward our program to support Almaguin children in going back to school – we were able to sponsor 64 local children with backpacks, lunch kits, running shoes and

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Fax: (705) 386-7111 Email: [info@womensownresource.org](mailto:info@womensownresource.org)

[www.womensownresource.org](http://www.womensownresource.org)

# *Women's Own Resource Centre*

school supplies to help foster a successful start to the new school year. WORC was also able to support 19 families from across the region for our annual Christmas Sponsorship Program with grocery gift cards and toys for children. These sponsorships were made possible through fundraising initiatives at our office along with support from individuals in the community.

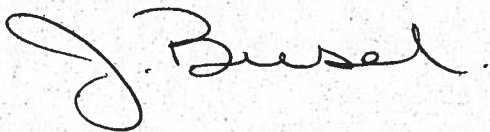
In 2023, WORC received a grant from the Ontario Trillium Foundation to launch a Travelling Community Kitchen Program in response to the increasing struggle we are seeing across the region with food insecurity due to the increase in the price of living. The program has focused on creating affordable homemade meals, budgeting, kitchen skills and reducing social isolation by helping participants to foster connections in their communities. This two-year program has been hugely successful with over 600 people participating over the course of 24 full day workshops. This Travelling Community Kitchen Program visited municipalities across the Almaguin Highlands including Powassan, South River, Sundridge, Burk's Falls, Emsdale, Whitestone, Magnetawan and Kearney – every round has had full registration with a waiting list. Two special sessions were also held in partnership with Almaguin Highlands Secondary School to bring these essential skills to Almaguin youth. Over the course of the two-year funded program, we were able to support over 10,000 meals being made in the workshops going to local families and community members in need.

WORC's services continue to be needed in our region, as indicated by engagement numbers, to foster growth and ensure that the most vulnerable are not left without the supports they need to build sustainable livelihoods. As always, we will continue to be there for the residents of the Almaguin Highlands and are continually striving to address needs and create programming that helps to build the resiliency of women and their families in the Almaguin Highlands. These free workshops and programs are helping to create valuable community connections and ease some of the social isolation that is often felt heavily in rural regions such as the Almaguin Highlands.

In order to continue to offer these free programs and supports, the Women's Own Resource Centre is dependent upon funding from several sources. Donations help to ensure that we can continue to make important services and supports available to the women and families of the Almaguin Highlands. Donations also help us to provide outreach to those clients who are made increasingly vulnerable by their severe isolation due to the sheer size of our region.

We are asking for support from each municipality in the amount of .50 cents per capita to support new and continuing initiatives in 2025/26. We thank those who have supported us in the past and look forward to new working relationships and opportunities. Should you wish WORC to make a presentation to your council to discuss upcoming projects, or if you have any questions, please call 705-386-9672 or email [jessica@womensownresource.org](mailto:jessica@womensownresource.org)

We thank you for your time and consideration in this matter and we look forward to continuing our efforts to help women and their families in the Almaguin Highlands thrive.



Jessica Busch  
Program Manager

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[www.womensownresource.org](http://www.womensownresource.org)





**Welcome to our April 2025 Newsletter – sorry it’s a bit late .**

Included in this issue:

- Recent Large Butterfly Study Shows a Rapid Decline
- Encouraging Interest in our Natural World
- Some housekeeping notes
- Lake Partners Data (Graphed)

**Large Butterfly Study Shows Rapid Overall Decline in 21<sup>st</sup> Century**

According to a recent study in the journal *Science* butterfly populations have dropped 22% across 554 recorded species in the US during the 2000-2020 period. The study was quite large, counting 12.6 million butterflies. Approximately 107 butterfly species declined by more than 50% . Butterflies like many insects are more sensitive to warming temperatures and drought brought on by climate change. Other threats include habitat loss and pesticide use. Butterflies are beneficial as essential pollinators for many wild plants and their larvae are an important food source for many birds especially during spring nesting season..



There is some good news about Monarch butterflies. Their population nearly doubled in 2024-25 versus 2023-24, based on a survey released recently by the World Wildlife Fund and Mexico's National Commission of Protected Natural Areas. However the population is still significantly below its long term average. This recent increase is directly related to improved weather conditions in 2024. While local actions on climate change and habitat loss may not produce noticeable changes, avoiding the use of pesticides on your lawns and gardens can have an immediate impact on these beautiful creatures. Remember also to keep a patch of Milkweed on your property as a nursery for Monarch caterpillars.

## **Encouraging Interest in Our Natural World**

If you visit or live in our beautiful area, this time of year is a fun time to identify all the wildlife that have passed through your yard overnight or while your back was turned. Their footprints are everywhere in the snow or mud . It is a great opportunity to teach youngsters, so that they are able to read the stories that the tracks tell. I found an excellent book years ago (still available) called “A Guide to Animal Tracking & Behaviour” by Don & Lillian Stokes The 400 pages cover all the usual critters we would find in our yard here – from mice to moose. It's a great teaching aid covering everything from tracks, where they live, what they eat, their family life etc. It's a factual reference manual not the Disney version of nature. There are probably apps out there for your phone but I'm an old guy that loves & prefers books.



*Turkey tracks in fresh snow - Apr 2025*



*Wild turkey under our bird feeder - Apr 2025*

## **Tracking the arrival of Spring**

It is interesting to keep a journal of all the spring events each year and see the variations in timing year after year. Along with the last snowfall and ice off , you can record the first arrival of the various birds, the sound of the first “Spring Peepers (frogs)” and when your favorite first spring flowers burst forth. If you think you or your kids would like to get involved in some citizen science projects check out [www.naturewatch.ca](http://www.naturewatch.ca) They have programs such as “frog watch”, “ice watch” and “plant watch” that allow you to record your observations online each year which are then included in their national database. You can Google “Citizen Science Programs” to see all the areas where science needs and uses volunteer help.

## **Some Housekeeping Notes**

My 2025 **Lake Partner Kit** arrived last week. If you are already enrolled in the program and yours doesn't show up shortly be sure to contact DESC in Dorset. You may have accidentally been dropped from their 2025 list of lake stewards.

### **Spring Litter Cleanup**

The Kearney Lions Club have their annual Spring Community Cleanup (Adopt a Highway) on Saturday May 10<sup>th</sup>. Registration and assignment of an area is at 9 am at the Kearney Firehall on Main Street. If you can't participate in the Lion's event on the 10<sup>th</sup> you can still help with our community **road/ditch litter cleanup** in early May in your area. The Town has agreed to supply garbage bags for roadside garbage that can be dropped at the transfer stations at no charge. When you stop in to pick up bags at the Town office you can register and tell them what area you will be cleaning. We usually try to do cleanup in our area during the first two weeks of May. Hopefully the ditches are all now snow free and the black flies haven't arrived.

**Some useful tips** – two five gallon pails with handles (one for garbage & one for recyclables) work better than a garbage bag especially when working among bushes – Do short sections & transfer the pail contents to the bags. A “trash picker” is almost essential. It extends your reach and saves your back. They are available at all the dollar stores. Most of the paper is so dirty it's just garbage. Unfortunately the Tim's paper cups are not recyclable in this area but the plastic lids are. The usual rules about what is recyclable material applies. Beer & liquor empties can be dropped off at Fetterley's Gas in Kearney. Stay safe - be aware of traffic when working on or near roadways. If you need the loan of a “picker” just give me a call or text at (705)636-9530. Even if you are only cleaning a small area please let me know. It's encouraging to know that people are participating - we appreciate your help. Lets try to keep Kearney Litter Free.

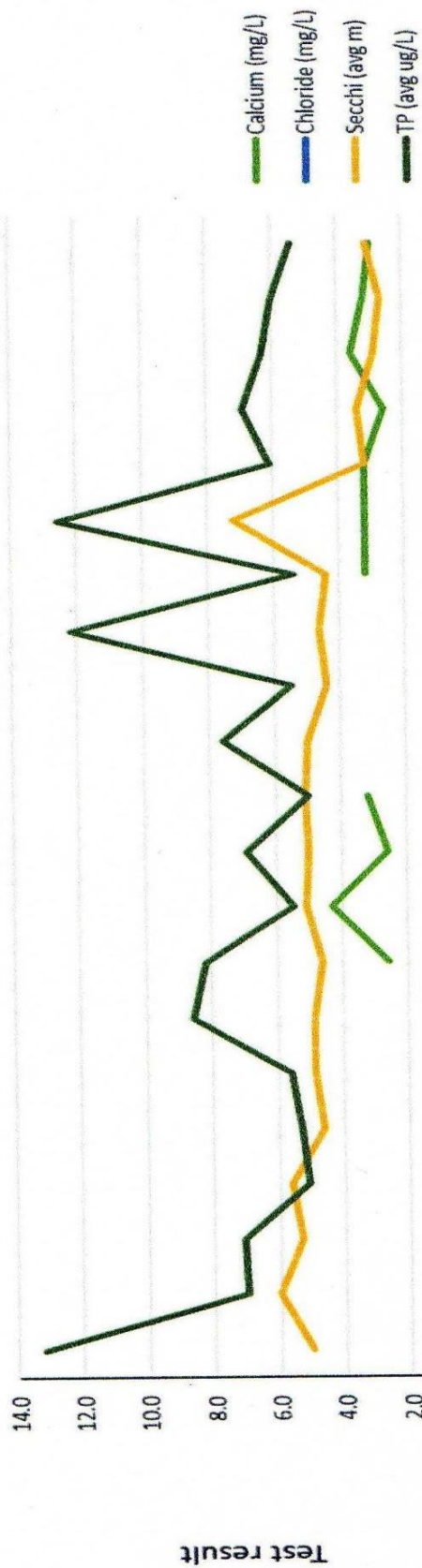
### **Kearney Lake Partner Program Data (Graph format)**

We are very grateful that one of our volunteers offered to produce a set of graphs for the Kearney area LPP Data this past winter. You have probably noticed that it usually takes about two years for the water samples we collect each spring to be analyzed and the results verified before the data is released to the public. The graph below is for Sand Lake up to 2022 - the graphs for all 17 lakes will be placed on our website [www.kwef.ca](http://www.kwef.ca) shortly. Please note : - The actual Kearney raw LPP data up to and including 2022 is already on our website. The LPP volunteer takes a lake water sample each spring from the same deep spot on their lake. They obtain a composite sample by lowering the bottle at a constant rate from the surface to the secchi depth. Two water samples are analyzed for total phosphorous (TP) and both results are provided in the DESC dataset. Averages are used for graphing both TP and secchi readings.



# SAND LAKE

**SAND LAKE**  
LLP data up to and including 2022



	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Calcium (mg/L)								2.6	4.3	2.6	3.2		3.3		3.2	3.2	3.2	2.6	3.6	3.2	3.0
Chloride (mg/L)															0.4	0.4	0.3	0.3	0.5	0.4	0.4
Secchi (avg m)	5.0	6.0	5.3	5.6	4.6	4.9	4.9	4.6	5.1	5.0	5.1	5.0	4.4	4.6	4.4	7.2	3.2	3.4	2.9	2.7	3.1
TP (avg ug/L)	13.2	7.0	7.1	5.1	5.3	5.6	8.6	8.2	5.5	6.9	5.0	7.6	5.5	12.2	5.4	12.6	6.1	6.9	6.3	6.0	5.4

**THE CORPORATION OF THE TOWN OF KEARNEY**

**By-Law No. 2025- XX**

***Being a By-Law to adopt a  
Human Resources Policy***

**WHEREAS** Bill 68, known as the Modernizing Ontario's Municipal legislation Act, 2017 amends several Acts including the Municipal Act, 2001; and,

**WHEREAS** as a result of the passing of the Modernizing Ontario's Municipal Legislation Act, 2017, Section 270 (1) of the Municipal Act, 2001, requires municipalities to adopt and maintain a policy with respect to the relationship between members of council and the officers and employees of the municipality; and,

**WHEREAS** Council of the Corporation of the Town of Kearney deems it expedient to adopt the aforementioned policy;

**NOW THEREFORE** the Council of the Corporation of the Town of Kearney enacts as follows:

1. That the attached Policy Human Resources be hereby adopted as set out in Schedule "A" attached forms an integral part of this By-Law; and,
2. This By-Law may be known as the "Human Resources Policy". This By-Law comes into force and takes effect upon passage.

**READ A FIRST, SECOND TIME AND THIRD TIME**, passed and signed and the Corporate Seal attached hereto, this the 22<sup>nd</sup> day of May, 2025.

THE CORPORATION OF THE  
TOWN OF KEARNEY

---

Cheryl Philip, Mayor

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Nicole Gourlay, Clerk Administrator

## Schedule “A” to Bylaw \_\_\_\_\_

### Human Resources Policy

#### SCOPE AND PURPOSE

##### **INTRODUCTION**

This Policy is for the purpose of establishing consistency in the administration of Human Resources matters throughout the Town of Kearney (the “Town”). Nothing contained in this Policy relieves the Town of Kearney or its employees from complying with all applicable municipal by-laws, provincial and federal statutes, and the regulations thereunder. All provisions of this Policy are subject to the Ontario *Employment Standards Act, 2000, as amended*. The meaning or application of some areas of this Policy may be open to interpretation. The decision of the Chief Administrative Officer (CAO) shall be final on any such interpretation issues, subject to applicable laws.

##### **SCOPE**

The provisions of this Human Resources Policy apply to all employees of the Town of Kearney, unless otherwise specifically noted. For bargaining unit employees, where there is a conflict between an item in this Policy and the Collective Agreement between the Town of Kearney and the Canadian Union of Public Employee Local 1813.06, the Collective Agreement shall govern.

The term “Supervisor” is the title given to the management role of Department Head. Department Heads report to the CAO. Council is the “Supervisor” of the CAO.

#### TERMS AND CONDITIONS OF EMPLOYMENT

##### **HIRING**

The Town follows customary, non-discriminatory practices to attract and retain qualified employees to meet the staffing requirements of the Town. Candidates will be selected on the basis of their ability to meet the requirements of the job according to the job description determined by the Town, including, without limitation, education and technical qualifications, experience and general aptitude for the position. The Town reserves the right to hire, transfer or promote internally, at its discretion, subject to the posting and other applicable terms of the Collective Agreement for unionized employees.

All staff positions are created by Council, either by Motion or By-law, or through Collective Bargaining.

Council will be kept apprised of all vacancies and successful candidates for all positions.

##### **GENERAL HIRING PROCESS**

- a) **Part-time, Contract, Seasonal and Temporary Positions:** The Supervisor and CAO designate are authorized to interview and hire the employee.
- b) **Full-time Positions:** The Supervisor will short-list the applicants who will be interviewed by the Supervisor, the CAO or designate and a member of Council. The Supervisor has the authority to effectively recommend the successful candidate to the committee. Authority to hire for these positions are given to the CAO with majority approval of the Committee

established.

- c) **Supervisor (Department Head) Positions:** The CAO will short-list the applicants who will be interviewed by the CAO or a designate, another member of the management team or industry specialist and a Council representative as designated by Council. The preferred candidate will be recommended to Council for final approval.
- d) **CAO (Chief Administrative Officer) Position:** Council will determine the procedure for filling this vacancy and nothing in this policy restricts the use of an outside consultant.

### **INTERVIEW PROCESS**

All candidates will be required to submit a resume. All candidates who meet the basic requirements of the job, based on their resume, and who the Town decides to consider for the position, are expected to complete an in-person interview, which may or may not include a skills test. Internal candidates may be exempted from the skills test, if already known to be qualified. Telephone interviews may be used to short list candidates. References will be required and checked external candidates.

Job descriptions will be attached to Offers of Employment. Job descriptions are subject to amendment from time to time, at the Town's discretion, subject to the terms of the Collective Agreement, if any.

At the discretion of the Town, a clean Drivers Abstract as well as a clean Criminal Records check may be required, and may or may not include a Vulnerable Sector Screening.

### **EMPLOYEE PACKAGE**

New employees will receive an Employee Package which includes all pertinent policies. Unionized employees will also receive a copy of the Collective Agreement or be provided with information as to where they can locate a digital copy. The Employee Handbook will include, but is not limited to the following:

- Job Description
- CUPE and Local 18133.06 Agreement
- The Town of Kearney Health and Safety Program
- Employee Code of Conduct – Bylaw
- Workplace Violence and Harassment Policy – Bylaw
- Town of Kearney HR Policy – Bylaw
- Staff Council Relations Policy – Bylaw

### **NEW HIRE TRAINING AND ACKNOWLEDGEMENT**

All new employees must complete and pass the Ministry of Labour Worker Health and Awareness Program prior to beginning work. The Supervisor will go through the Employee Package with the New Employee. New Employees will be required to sign off agreeing that they have read through the enclosed documents in the Employee Package, they have had an opportunity to have any questions answered, have asked any questions needed, understand the documents, and agree to abide by the documents contained within the Employee Package.

### **PROBATIONARY PERIOD**

Newly hired employees are subject to a probationary or evaluation period as outlined in their employment contract, or Collective Agreement for unionized employees.

### **HIRING RELATIVES (NEPOTISM)**

- a) A Related Person, for the purpose of this policy, is defined as a person's spouse through marriage or common law, any parent, child, or sibling and includes the corresponding step relationships.
- b) Due the potential for, or a perception of, conflict of interest or favouritism, a Related Person cannot work in a position in which an Employee directly supervises and/or is able to influence the working relationship of the Related Person or would otherwise create a perceived conflict of interest.
- c) This Policy generally prohibits the hiring of a Related Person of any Council member while in office. If an existing employee's relative is elected to Council, the CAO will work in conjunction with Council and the Town's solicitor to create a process/procedure that would reduce the potential conflict with regard to nepotism including restricting communications between the employee and Council member on matters regarding employment and matters pertaining to Council that are not in the Public domain.
- d) Potential conflicts of interest are to be reported immediately to the CAO for determination, prior to a hiring decision being made, whose decision will be final and binding.
- e) Conformity with this Policy requires that relationships be disclosed immediately prior to acceptance of employment with the Town, and subsequent Related Person relationships are to be reported to the CAO. Should any violation of this policy occur, the Supervisor and CAO, in consultation with the employees directly affected, will review the circumstances of the reporting relationship or other potential conflict under this Policy, and attempt to rectify the situation.
- f) Matters regarding any related persons in relation to or that may affect any Supervisor will be brought to the attention of the CAO to advise Council.
- g) Matters regarding Related Persons affecting the CAO will be brought to the attention of Council to be discussed with the CAO and/or legal counsel for a determination.
- h) The administration of this Policy is subject to the terms of the Ontario *Human Rights Code*.

### **CRIMINAL RECORD CHECKS**

Where deemed appropriate by the CAO, the provision of a clean Criminal Record Check is required prior to the final offer of employment being given to a prospective employee. A clean Vulnerable Sector Screening may also be required prior to the final offer of employment being given to a prospective employee. In such cases, unsatisfactory record checks or screenings will result in any conditional offer of employment being void.

### **DRIVERS LICENCE AND ABSTRACT**

Candidates who may be required to use a Municipal vehicle, or require a vehicle for work purposes, as part of their specified duties are to provide a clean Driver's Abstract prior to their final offer of employment being extended. Employees are to immediately report any changes to their Driver's Abstract to their Supervisor and/or the CAO, and, in the case of the CAO, to Council. After hire, the Town may obtain the Driver's Abstract at least yearly and/or at any time with or without cause. The loss of a Driver's License, failure to disclose changes or provide an Abstract,

and/or multiple or serious infractions, will result in disciplinary action up to and including termination of an employee.

All employees who have access to a Municipal Vehicle must sign a Municipal Vehicle Usage form as amended from time to time.

Employees are not allowed to use any Municipal provided Vehicle and/or equipment and/or property for personal use without express written permission from their Supervisor and/or CAO, and, in the case of the CAO, from Council.

### **JOB DESCRIPTION**

- a) An accurate Job Description will be maintained for all positions within the organization.
- b) All Job Descriptions will be evaluated by the Town for the purpose of administration of remuneration and benefits.
- c) All newly created non-union positions, job descriptions and remuneration will be approved by Council.
- d) Changes in duties and/or additions and/or deletions to the Job Description will be at the discretion of the CAO, who will seek the approval of Council where applicable.
- e) Pay equity maintenance and compliance will be performed by the CAO, with the assistance of an external consultant if the CAO determines necessary.

### **JOB EVALUATION**

- a) The Town has established and will maintain a job evaluation system, at its discretion, which will be applied in a manner that meets its job evaluation objectives including, without limitation, equity in compensation.
- b) New positions will be evaluated and assessed immediately following their approval by Council.
- c) FOR MANAGEMENT POSITIONS: Periodically, and no less than at five (5) year intervals, the CAO will undertake a full review of all non-unionized positions to ensure that integrity of the pay grid system has been maintained and will provide a comprehensive report to Council. The Management pay grid salary levels will increase each year at least in line with the increases and timelines set out in the Collective Agreement.

### **SALARY GRID & MOVEMENT THROUGH THE GRID - MANAGEMENT**

The management salary grid is comprised of five (5) steps for each salary band.

- a) **Existing Employees:** Movement through the salary grid by an employee will be based on delivery of successful performance in the prior year as evaluated in the Performance Management Evaluation in a recommendation to Council by the CAO. Successful performance will enable an employee to progress through the salary range towards Job Rate. Successful performance shall be measured in accordance with the performance tools.
- b) **New Employees:** New employees will be placed at an appropriate step within the salary grid based upon their experience, skills, abilities, and related education, as applicable ("Skills and Abilities"), and taking into consideration market competitiveness. An assessment of each

individual's Skills and Abilities will be completed before the date of hire to ensure that the individual is placed at an appropriate step on the grid, as determined by the CAO or in the case of the CAO Council/ a third party consultant.

### **HOURS OF WORK AND BANKED TIME**

The Town of Kearney understands the importance of a work-life balance while serving its residents.

### **HOURS OF WORK - MANAGEMENT**

- a) The CAO and Supervisors shall be expected to work between a 37.5 and 40-hour work week, depending on the terms of their employment contract.
- b) Management Staff may occasionally be permitted to work a condensed week and/or day, with the approval of the CAO. Approval will not be unreasonably withheld provided there is staffing in place to maintain service levels to the residents.
- c) Management Staff who wish to regularly work a 4-day week must have prior approval in writing from the CAO and Council. Employees will be paid their 'regular' wages/salary for the work week with the understanding that pay for hours accrued on a five day basis, and hours worked must reconcile to equate at the end of the year. There will be no payment for any excess hours worked and any over pay for any shortage of hours worked in the year, as compared to the employee's annual expected hours, will be deducted from the employee's future pay and/or will be attributed to the employee's current vacation and/or future vacation. It is the responsibility of the employee and their Supervisor to ensure that there is sufficient ability to cover this negative balance of hours worked with vacation pay.

The above Policy shall only be applied to employees with supervisory responsibilities.

The Collective Agreement outlines the setting of the hours of work, and related hours of work provisions for unionized employees.

### **BANKED HOURS/BANKED IN TIME OF LIEU - MANAGEMENT**

The Town of Kearney recognizes that, from time to time, it is necessary for Supervisors or the CAO to work additional hours outside of their regular hours of work ("Excess Hours").

All Excess Hours to be performed by Supervisors must be approved by the CAO and will be banked as time in lieu.

- a) All employees shall use banked time in lieu by December 31<sup>st</sup> in each year. Unused banked time will be forfeited and not paid out. Banked time that is accumulated in the month of December and cannot be taken as of December 31<sup>st</sup> of that year, may be carried over may to the following year if approved by the CAO. This banked time in lieu must be used in the first quarter of the year following.
- b) Banked time in lieu must be used prior to any available vacation time being taken and is to be used at a time approved by the immediate Supervisor.
- c) Banked time in lieu will be calculated at straight time, unless it is for a night meeting of Council and/or Boards on a Friday, in which case it will be calculated at time and a half for every hour spent in such meeting.

- d) Salaried employees who are required to attend a weekend Council, Board, Event or Townhall on behalf of the Town will be entitled to a full day off in lieu of the Saturday or Sunday.
- e) Banked time in lieu may be used for work-week compression subject to approval of the employee(s) Supervisor.
- f) The maximum banked time allowed will be capped at eighty hours (80) on a rolling basis.

### **EMPLOYEE BENEFITS**

The Town of Kearney considers benefits an important component of total compensation. Full time employees will be entitled to the Town's established group benefits upon hire, as outlined in the Benefit Policy Booklet, including OMERS. Part time and/or contract may be entitled to OMERS depending on OMERS guidelines.

### **REIMBURSEMENT OF EXPENSES**

- a) Employees must obtain all appropriate approvals before incurring expenses; if prior approval was not able to be obtained, then the CAO will investigate and decide on the reimbursement of expenses.
- b) All expenses must be submitted within 60 days of being incurred, or prior to year-end, whichever is earlier.
- c) All expense claims must be submitted prior to termination or leave from the Town.

### **TRAVEL**

#### **Personal Vehicles:**

- a) The Town of Kearney assumes no financial responsibility for personal vehicles that employees use in the course of attending work or to conduct Municipal business.
- b) Employees who use their own vehicle for approved Municipal business, will be paid mileage at a rate as set by the Town from time to time. All mileage reimbursement requests must be able to be verified and shall include addresses and/or identifiable place of travel and actual mileage travelled.
- c) Renting of vehicles may be considered in place of mileage if it is proven to be more cost-effective.
- d) Reimbursement is provided for necessary and reasonable expenditures on parking, as well as tolls for bridges and highways when driving on Municipal business.
- e) There is no reimbursement for traffic or parking violations.



### **ACCOMMODATIONS**

- a) Overnight accommodation must receive prior approval by the CAO.
- b) Reimbursement will be made for single accommodation in a standard room.
- c) You may be reimbursed for reasonable gratuities for restaurant, hotel room services and taxis. Record of gratuities must be submitted with expense claims. Examples of reasonable gratuities include:
  - 15% on restaurant meals.
  - 10% on travel (Uber, Taxi, room cleaning).

### **MEALS**

- a) Meal expenses may occur when employees are on Municipal business and are away from the office area over a normal meal period or have prior approval for the expense. The detailed receipt of the meal must be submitted.
- b) Selection of meals must be reasonable
- c) Alcohol will not be reimbursed as part of an expense.
- d) No reimbursement will be made for conferences or training sessions where the meals are provided.

### **VACATION**

#### **POLICY STATEMENT AND RATIONALE**

The Town recognizes the need for rest and recreation as an integral element in balancing work and lifestyle and as such will provide annual paid vacation to eligible employees in accordance with the *Employment Standards Act, 2000* and the following:

- a) Management Vacation periods, calculation of pay, continuous service and pay distributions will be based on a calendar year from January - December. Employees are entitled to vacation in their first year, prorated from their start date to reflect a part year of service. Upon termination, protected leave or retirement, a payout of vacation pay will be proportionate to the percentage of the year that has been completed prior to the date of termination, leave or retirement, as applicable, less the amount of vacation time already taken. If an employee has taken greater vacation than has been earned at the time of termination, a recovery of vacation pay for the vacation not earned will be considered an advance in wages/salary owed to the Town and will be deducted from the final pay(s).
- b) Management - Unless otherwise negotiated in their employment contract or performance review, Full Time Management Employees will receive an annual vacation, with pay, prorated from their anniversary date in the required year as follows:
  - Less than 3 years of service - 2 weeks or 4%.
  - Three years but less than 5 years of service 3 - weeks or 6%.
  - Five years but less than 10 years of service 4 - weeks or 8%.
  - Ten years but less than 15 years of service 5- weeks or 10%.
  - Fifteen years and over - 6 weeks or 12%.

- c) Full time employees' vacation pay will be paid when vacation is taken. Temporary and part-time employees' vacation pay will be calculated and paid on each pay.
- d) Management - A carry-over of vacation, (of no more than 10 days), to the following vacation year requires the approval of the CAO.
- e) A payout in the current year, (of no more than 10 days subject to applicable laws), requires the approval of the CAO
- f) Employees may be obliged to take paid vacation at a time set by the Supervisor or CAO, even if not requested, at the discretion of the Supervisor or CAO. in order to ensure that they are taking their supervisory minimum vacation.
- g) If an employee is on long term disability and returns to work through participation of a modified work program but is unable to return to full hours, their vacation entitlement will be as set out above, but their vacation pay will be prorated to reflect their hours worked in relation to full-time hours, subject to the Town meeting its statutory obligations regarding vacation pay .
- i) All vacation requests must be submitted by employees on a Vacation Request Form to the Supervisor for approval.
- i) Any vacation requests for longer than a two-week consecutive period require the approval of the CAO and in the case of the CAO approval from Council.
- j) All vacation requests are to be made in a timely manner to allow time for review and scheduling considerations. Vacation requests, once approved, will be maintained as part of the payroll system. These records will be made available to an employee upon request.
- k) Approval of multiple employee requests for the same time period within one Department will be made at the discretion of the Supervisor or CAO, subject to the terms of the Collective Agreement.
- l) Employees should be aware that pre-booking of trips prior to obtaining Supervisor approval is not advised in case of the request being denied, in which case the employee will be responsible for all associated costs and expenses of cancelling their vacation.
- m) Part time, contract, and seasonal employees shall receive vacation and vacation pay in accordance with the *Employment Standards Act, 2000* unless otherwise negotiated within the employee's contract of employment, or subject to the terms of the Collective Agreement as applicable.

### **SICK/PERSONAL LEAVE**

The Town recognizes that, from time to time, employees may require time off to deal with illness, injury, medical emergencies, inclement weather that prevents their attendance, personal appointments and urgent matters for themselves or family members.

Management Sick days and Personal Leave days entitlements for non-union Staff are equivalent to those set out in the Collective Agreement. These days are inclusive of and not in addition to the Sick Leave and Family Responsibility Leave provided under the *Employment Standards Act, 2000*, as amended.

- a) Employees have an obligation to minimize the impact of their absence on the Employer. Each employee is therefore personally responsible for advising their Supervisor or designate prior to each occasion necessitating an absence from scheduled duty where reasonably possible.
- b) Absence of one (1) day or more, without notification to their Supervisor, may result in forfeiture of pay, and/or disciplinary action, subject to applicable laws.
- c) After three (3) consecutive days of being absent, the employee may be required to obtain a doctor's certificate and supply a copy to their Supervisor. The cost of obtaining medical documentation will be borne by the employee. An employee may be required to obtain a doctor's certificate for any absence less than three (3) consecutive days at the discretion of their Supervisor, subject to applicable laws.
- d) If an employee exhausts their Sick/Personal Leave, they are required to use banked and/or vacation time for further instances that would normally constitute reason for sick/personal leave.
- e) Sick/Personal leave cannot be used for the following:
  - Any compensable absence resulting from an occupational injury/illness.
  - Illness, accident, or disability suffered during any period of leave granted under the Personal Leave of Absence Policy.
  - Vacation periods.
- i) In the event that a non-unionized employee is unable to submit their timesheet due to illness or vacation, the employee will be paid for their regular working hours for the week in question, and any discrepancies will be rectified in the next pay period (i.e. recording time not worked as sick time or vacation time, as applicable, and correcting any over payment for time not worked).

Supervisors of unionized employees are responsible for submitting timesheets for their staff in this instance.

### **Seasonal and Part-Time Employees**

- a) Sick/Family Responsibility Leave for Seasonal and Part-Time Employees shall be in accordance with the *Employment Standards Act, 2000* for non-union employees, or the Collective Agreement for unionized employees.

### **PAID HOLIDAYS**

- a) Employees are entitled to the following paid holidays, subject to any difference in days negotiated into the Collective Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- b) If any of the above holidays falls on a weekend, the preceding Friday or following Monday will be deemed to be the holiday as chosen by the Town.

- c) For employees working part-time, holiday pay will be calculated in accordance with the *Employment Standards Act, 2000*.
- d) If an employee is on leave without pay, paid holidays will not accumulate, and the employee will not be paid for the holiday(s), subject to applicable laws.

### **COMPASSIONATE LEAVE**

The Town of Kearney will provide paid bereavement leave following the death of an immediate member of the family as set out in the current Collective Agreement. Upon request, additional days may be granted at the discretion of the Supervisor and/or CAO to be taken as vacation, , lieu time, or unpaid time.

The employee is responsible to contact their Supervisor to inform them of their need for bereavement leave, in advance of the leave period, if possible.

- a) Employees who have not completed three (3) months of continuous service are not eligible for paid bereavement leave, unless required by legislation.
- b) For clarity, in the event that the Collective Agreement provides for different bereavement leave benefits or terms than the above, the Collective Agreement shall prevail for unionized employees.

### **DISCONNECTING FROM WORK**

The Town of Kearney values the health and well-being of its' employees. Disconnecting from work at appropriate times is vital for a person's well-being and sustaining a healthy work-life balance. Disconnecting at appropriate times also enables employees to work more productively during their actual working hours and reduces the likelihood of employee burnout. Disconnecting from Work supports each employee in disconnecting from work outside of their normal working hours, subject to reasonable exceptions.

This section of the Policy will be governed by and interpreted in accordance with all applicable legislation, including (but not limited to) Ontario's Employment Standards Act, 2000 (the "ESA") and Occupational Health and Safety Act. The purpose of this section is to demonstrate the Town of Kearney's support for employees to disconnect from work when appropriate to assist in achieving a healthy work-life balance, regardless of whether employees are working in the workplace, remotely or in a flexible working arrangement

"Disconnecting from work" under this Policy means not engaging in work or work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages such that employees are free from working outside of their normal working hours in accordance with the *ESA* and this Policy, including the exceptions detailed below.

The Town of Kearney wishes to ensure that everyone is able to disconnect from work outside of normal working hours in accordance with this Policy.

The CAO (Council's employee) or designate obligations:

- To provide employees with information regarding their normal hours of work given the nature of their work and any other information required to assist employees with complying with this section

- To take all reasonable steps to ensure that employees can disconnect from the workplace at appropriate times as detailed in this section
- To try to resolve any employee concerns about this section
- To advise employees of the limited instances in which they may be expected to perform work outside of their normal hours of work; and
- To refrain from penalising or taking any other reprisal action against employees who have questions regarding this section or request compliance with it.

Legitimate management direction and/or corrective action towards employees is not considered “reprisal action.”

#### Employee Obligations:

- Take all reasonable steps to ensure that they effectively manage their work and work-related communications during their normal working hours
- To fully cooperate with any time recording methods which the CAO or designate uses to track hours of work
- To take all reasonable steps to ensure that their colleagues can disconnect from work in accordance with this Section; and
- To notify the CAO or designate if they feel undue pressure to work or respond to work-related communications outside of their normal working hours, or if they are otherwise unable to comply with this Section

While employee working hours vary depending on roles, each employee's hours of work are defined by past practice, their employment contract, Collective Agreement and/or by agreement with the CAO or designate. If you have any questions regarding your normal hours of work, please consult with the CAO or designate.

It is generally expected that all employees can complete their work, including reviewing and responding to any work-related communications, during their normal hours of work. The Town of Kearney has no expectation that employees engage in work or work-related communications outside of their normal hours of work, subject to the exceptions detailed below.

Breaks are provided in accordance with employment standards, the current collective agreement or employment agreement and are intended to provide employees with time to recharge and enable them to resume their regular work productively. Employees should take any scheduled breaks during their shift. Employees should take time away from their work and refrain from responding or sending communication during breaks.

If you are regularly unable to complete your work or attend to work-related communications within your normal hours of work please notify your immediate supervisor or the CAO or designate.

#### Exceptions:

There are situations when it is necessary for employees to perform work or communicate with colleagues outside of their normal hours of work, including, but not limited to the following:

- Where an emergency or important circumstances arise, with or without notice
- To assist or fill in at short notice for a colleague

- Where the nature of the employee's duties requires work and/or work related communications outside of their normal hours of work
- Unforeseeable business or operational reasons
- An employee's request or agreement to work certain hours or have flexible working hours; and
- Other unusual circumstances as your manager may advise or which are inherent to your position.

#### Meetings, Calls, and Work-Related Communications:

Employees should make all reasonable efforts to book meetings and calls during the attendees' normal hours of work, subject to the exceptions detailed above. Similarly, employees should only review and send work-related communications during their normal working hours, subject to the exceptions detailed above. Work-related communications should not be sent to or from employees' personal mobile phones, personal e-mail addresses, personal telephone numbers or other personal devices, subject to the exceptions detailed above or an agreement to communicate in this manner.

Some employees' hours of work may vary dependent on their roles within the Town of Kearney. As a result, certain employees may attend to work-related communications outside of other employees' normal hours of work. Where this is the case, the sender should consider the timing of their communications and understand that the recipient will not be expected to respond until their return to work at the earliest. The sender should also consider all appropriate safeguards on other employees' normal hours of work, including but not limited to the following:

- Using the "Delay Delivery" function for e-mail messages in Microsoft Outlook so that their message is sent during regular working hours.

#### Automatic Replies and Voice Mail:

Employees are required to activate an automatic e-mail response and change their voice mail message whenever taking vacation or a leave from work to reflect their absence. Automatic responses and voice mail messages should advise the sender that the recipient is absent from work. The response/voice mail message should include the start and end date of the recipient's absence and provide an alternative contact's information. The automatic response/voice mail message should be active for the duration of the employee's absence from work.

#### Handheld and Remote Work Devices:

The Town of Kearney may provide some employees with handheld devices, such as a mobile phone, laptop, tablet, or other device to assist with working remotely. These devices are provided to employees to encourage flexibility in completing their work and in case of emergency situations. Employees are not expected to make themselves available for work or work-related communications outside of their normal working hours, however, there are situations when it is necessary for employees to perform work or communicate with colleagues outside of their normal hours of work as noted in the Exceptions section above.

The Town of Kearney may, on occasion, send general communication to employees when they are not working, but will do their best to ensure that they are not sending communication that requires an immediate response from employees.

This section is subject to applicable laws that permit an employee to be contacted outside of regular working hours.

### **STAFF USE OF TECHNOLOGY**

The Town of Kearney recognizes the importance of computers, the internet and social media as work tools and sources of information. The Town provides various devices such as computers and phones and access to the internet needed by employees to work while recognizing the need to protect its network, systems, resources and the Town's profile in the community.

This policy covers employee use of Town computers, devices, e-mail system and networks.

#### **Personal Use:**

While working in the Town of Kearney employees must refrain from online activities that don't bring value to the Town. Employees may make reasonable personal use of the Town's computer equipment, access to the internet and e-mail on their own time, provided it does not adversely affect their work or the work of others and has minimal effect on the Town's resources.

Computer resources cannot be used for private financial gain or commercial purposes. Making copies of software is prohibited regardless of intended use. Downloading software or attachments onto a work computer increases the risk of compromising the network. Employees should use caution when downloading files. Any new software must be approved by the direct supervisor or the CAO prior to downloading onto any Town devices.

#### **Business Use:**

Employees are encouraged to avail themselves of the internet including using social media for the benefit of the Town. This may include general research on work related issues, following social media as part of ongoing professional development, employee or user training, and participating in online forums.

Any correspondence sent from the Town's email address, phone, fax, or when an employee is identified as a member of Staff of the Town, should be treated as a professional document and is a Town record. Employees must observe the Town's standard of confidentiality (e.g. privacy legislation) when communicating electronically.

Downloading software or attachments onto a work computer increases the risk of compromising the network. Employees should use caution when downloading files or software. Employees have an obligation to protect systems and data. Passwords and access codes must not be disclosed to unauthorized employees or the public. All passwords to Town related business or accounts must be saved in a secure location with the employees direct supervisor or the CAO or designate.

#### **Prohibited Use:**

The Town's computers, network and access to the internet are not to be used to:

- undertake deliberate activities that waste employee time or networked resources
- introduce any form of malicious software into the network
- visit internet sites that contain obscene, hateful, pornographic or illegal material

- perpetrate any form of fraud i.e. software, film or music piracy
- access unauthorized areas
- send offensive or harassing material

**Misuse:**

Employees are accountable to their direct supervisor and subsequently the CAO for use of the Town's computer network and internet access. The CAO, or their designate, will investigate any suspected misuse of resources. If there is a need to monitor or access non-work related files, an employee will normally be asked for their consent. There may be exceptions such as when there is reason to believe the law has been broken. The CAO will decide, in light of the outcome of an investigation of possible misuse of technology resources, if disciplinary action is appropriate and act in accordance with established disciplinary procedures.

**DISCIPLINE**

The Town of Kearney will contemplate disciplinary action to address culpable behaviour. When violations of rules and practices occur and disciplinary action is contemplated, the Supervisor will review the facts with the CAO prior to administering any corrective action.

**Progressive Discipline System**

The Town follows a system of progressive discipline intended to encourage employees to correct their disciplinary conduct and to perform to the Town's expectations. The progressive discipline system is based on the principle that the severity of the penalty increases with each subsequent infraction. However, the severity of the incident(s) will determine the extent of discipline imposed, including, but not limited to, termination for just cause:

- i. Verbal warning
- ii. Written warning
- iii. Suspension for various periods of time
- iv. Termination

All discipline, including verbal warnings, and the incidents giving rise to the discipline, will be documented. Documentation is placed in the employee's file and a copy is provided to the employee.

In determining the disciplinary step to be taken in the progressive discipline system, the Town will consider the following factors:

- The nature and severity of the disciplinary conduct.
- The cost involved to the Town (direct and/or indirect costs).
- The effect on the Corporations' public or employee relations.
- The time interval between offences.
- The potential liability and/or risk to the Town and/or its reputation.
- The length and quality of service record.
- Culminating Incident(s): An incident that in itself would not normally result in a dismissal, but in combination with other issues or previous actions may justify such action.

The Town may skip steps in the progression of discipline where the nature and severity of the disciplinary conduct warrants a higher level of discipline. Some instances of misconduct are so



severe that they warrant immediate dismissal for just cause. Just cause for termination will have the normal meaning given to the term by Ontario courts.

### **Driver's Licence – Disciplinary Conduct**

When a Driver's License is required to discharge a work duty/responsibility and the Driver's License of the employee is suspended or revoked, the employee may be immediately demoted or terminated with just cause, at the sole discretion of the Town. The employee's entitlements on termination will not be less than what they are entitled to under the *Employment Standards Act, 2000*, as amended, if any. The demotion may be to a position they are qualified to perform, providing one is available. The employee's vacated position may be posted and filled. Failing the availability of a vacancy, the employee may be laid off or terminated, at the discretion of the Town.

### **Other Examples of Unacceptable Conduct**

The following is a list (not exhaustive) of conduct that may result in discipline:

- Absence from duty without prior permission from the Supervisor. The employee should notify his/her Supervisor (prior to their shift start, if possible) of the reasons for their absence and the expected time or date of return, except in circumstances legitimately beyond the control of the employee which prevents them from obtaining prior approval.
- Leaving the working area at any time without permission from the Supervisor or designate.
- Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the Supervisor which the employee may be reasonably expected to perform.
- Using municipal property and/or vehicles and/or property for personal use without express written permission.
- Not following Health and Safety Protocols.
- Disregarding job duties by neglect of work.
- Reading for pleasure during working hours.
- Personal phone calls during work time.
- Tardiness.
- Failure to commence work at the beginning of the work period and/or leaving prior to the end of the work period without permission.
- Stopping work or making preparations to leave work, without specific prior authorization, before the official lunch period, official break time in work, or official shift end (examples are washing up or changing clothes before the official quitting time).
- Failure to report any personal injury or equipment damage immediately to one's Supervisor.
- Unsatisfactory work and/or failure to maintain required standards of performance within the employee's control, including, without limitation, neglect or carelessness in observance of official safety or departmental rules, or disregard of common safety practices.
- Leaving the job during regular working hours without notice to, and permission from, their Supervisor.
- Use of, being under the influence of, or impaired by, alcohol, marijuana, or any illicit drug(s), or under a prescription drug that causes impairment, while on duty or while representing the Town
- The use of abusive or threatening language towards subordinates, fellow employees, Supervisors, or members of the general public.
- Failure to report an accident in which the employee was involved.

- Refusing to give testimony when accidents are being investigated.
- Unauthorized use of Municipal Property for private or personal use or performing private/personal work on Town time.
- Threatening, intimidating, coercing, or interfering with the work performance of employees or Supervisors at any time.
- Failure to report for assigned overtime work without good reason.
- Any deliberate act which endangers the safety of ratepayers, members of the public or co-workers.
- Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any of the Town's property. Abuse, or deliberate destruction in any manner of Municipal property, tools, equipment, or the property of employees.
- Willful or negligent damage to the person or property of the ratepayers, co-workers, or the Town.
- Altering another employee's timecard, or unauthorized altering of own timecard.
- Sleeping during working hours (except Firefighters).
- Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or Worker's Compensation.
- Bookmaking, or gambling of a similar serious nature while on Town work time.
- Stealing or similar conduct, including the damaging, concealing or destruction of any property of the Town or of other employees.
- The sale of narcotics.
- Fighting or attempting to injure another employee or threatening same.
- Carrying or possession of firearms, explosives, or weapons on Municipal property at any time (unless authorized by nature of position).
- Instigating or leading any illegal walkout, strike, sit down or stand in.
- Dishonesty or any dishonest action in carrying out the employee's duties including, pilfering, opening lockers assigned to other employees, opening lunch boxes, tool kits or other property of the Town or of other employees.
- Breach of confidentiality.

Employees should consult with their supervisor or the CAO or designate if they have any questions or concerns about this policy in its entirety.

**THE CORPORATION OF THE TOWN OF KEARNEY**  
**BY-LAW 2025-**  
**BEING A BYLAW TO ESTABLISH THE REMUNERATION OF THE MAYOR AND MEMBERS**  
**OF COUNCIL**

**WHEREAS** Section 238 (1) of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

**NOW THEREFORE** the Council of the Corporation of the Town of Kearney enacts as follows:

1. The remuneration of the Mayor shall be \$ 19,200 per annum or \$1600 per month.
2. The remuneration of the other members of Council shall be \$ 14,400 per annum or \$1200 per month.
3. Annual salary increase will be in accordance with the CUPE Local Collective Agreement.
4. That nothing in this by-law prevents the Mayor or a member of Council to decline any and/or all remuneration and serve the municipality on a "gratis" basis.
5. That travel per kilometer be paid as per the current employment policy for meetings outside the municipality for members of council.
6. That meal allowance while outside the municipality will be paid as per the current employment policy.
7. That accommodations will be paid as per the current employment policy.
8. That reasonable expenses for hospitality, as actually incurred, supported by fully documented receipts and approved by Council, may be paid by the municipality;
9. That registration be paid as actually incurred and supported by receipts;

THAT By-law 2015-07 shall be repealed in its entirety.

THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-XX

*Being a By-law to bylaw to adopt a Pregnancy, Parental Leave or Caregiver  
Leave Policy for Members of Council*

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**WHEREAS** Section 5 (3) of the *Municipal Act, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise its powers by By-law unless specifically authorized to do otherwise;

**AND WHEREAS** Section 8 of the *Municipal Act, S.O. 2001, c.25*, as amended, authorizes broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** Section 259 (1.1) of the *Municipal Act, S.O. 2001, c. 25*, as amended, determines that that a council member's seat does not become vacant if they are absent for 20 consecutive weeks or less due to pregnancy, birth, or adoption;

**AND WHEREAS** Section 270.8 of the *Municipal Act, S.O. 2001, c.25*; as amended; determines that Council shall set policies in this regard;

**NOW THEREFORE** the Council of The Corporation of the Town of Kearney enacts as follows:

1. That the attached policy shall serve as Schedule A of this document, substantially in the format attached hereto as “Schedule A”.
2. That this By-law come into effect May 22, 2025.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this 22<sup>nd</sup> day of May, 2025.

THE CORPORATION OF THE  
TOWN OF KEARNEY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk/CAO



## **Pregnancy and Parental Leave for Members of Council Policy**

**Date Approved:**

**Department Responsible:** Council Services

**Revision Dates:** n/a **Review**

**Date:** May 22 2025 **Status:**

Active

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### **1. Policy Statement**

- 1.1 This policy provides guidance on how the Town of Kearney addresses a Council Member's pregnancy or parental leave. Council recognizes that a Member of Council has the right to take pregnancy or parental leave pursuant to s.259(1) subsection (1.1) of the Municipal Act, 2001.
- 1.2 The Town of Kearney is committed to ensuring an equitable work environment for members of Council.
- 1.3 The Town of Kearney provides pregnancy, parental and family caregiver leaves to Members of Council. The policy recognizes that Members of Council maintain all rights and privileges of their office when on pregnancy, parental or family caregiver leave, and can exercise those rights at any time.

### **2. Scope**

- 2.1 This policy applies to all Members of Council in accordance with s. 270 of the Municipal Act, 2001.

### **3. Definitions**

- 3.1 **Pregnancy or Parental Leave:** A Council member who is absent for 20 consecutive weeks or less if the absence is result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member in accordance with s. 259(1.1) of the Municipal Act, 2001.
- 3.2 **Family Caregiver Leave:** A Council member who is absent for up to eight weeks per calendar year per specified family member. Family caregiver leave may be taken to provide care or support to certain family members for whom a qualified health practitioner has issued a certificate stating that they have a serious medical condition.
  - 3.2.1 **Care or support** includes but is not limited to: providing psychological or emotional support; arranging for care by a third-party provider; or directly

Pregnancy and Parental Leave for Members of Council

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providing or participating in the care of the family member. The specified family members do not have to live in Ontario for the employee to be eligible for family caregiver leave. The specified **family members** for whom a family caregiver leave may be taken are:

- the employee's spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent or step-grandparent of the employee or the employee's spouse
- a grandchild or step-grandchild of the employee or the employee's spouse
- a spouse of a child of the employee
- a brother or sister of the employee
- a relative of the employee who is dependent on the employee for care or assistance.

3.3 Council Member: means an elected member of the Town of Kearney Council.

## **4. Policy**

### **4.1 Procedures**

The Town of Kearney supports a Member of Council's right to pregnancy and/or parental leave and/or caregiver leave in keeping with the following principles:

- 4.1.1 A Member of Council is elected to represent the interests of their constituents.
- 4.1.2 A Member of Council's pregnancy, parental or family caregiver leave does not require Council approval and their office cannot be declared vacant as a result.
- 4.1.3 A Member of Council is entitled to continue to receive communication from the Town of Kearney (ie: Council packages, email, and meeting invitations), as if the Member were not on Leave, in accordance with the wishes of the Member.
- 4.1.4 A Member of Council on Pregnancy, Parental and/or Caregiver Leave reserves the right to participate as a Member at any time during their Leave.
- 4.1.5 A Member of Council on Pregnancy, Parental and/or Family Caregiver Leave shall continue to receive all remuneration, reimbursements and benefits afforded to all Members of Council.

### **4.2 Leave of Absence**

Each Member of Council shall be entitled to a leave of absence from the meetings of the Town of Kearney on account of pregnancy, parental and/or family caregiver leave, subject to the following:

- 4.2.1 The Member shall be entitled to no more than twenty (20) consecutive weeks Leave in any 52-week period; and two (2) twenty (20) consecutive weeks Leave

Pregnancy and Parental Leave for Members of Council  
Page 2 of 3

per Term of Council.

4.2.2 A Member of Council shall notify the Clerk and the Mayor of their intent to take a Leave at least 2 weeks prior, if possible. The notice should include:

- The start date of the Leave and the expected return date; and
- Information regarding which duties, if any, will continue to be undertaken by the Member of Council during the Leave.

4.2.3 The Mayor may make temporary appointments to any committees or boards if required.

4.2.4 Notwithstanding, at any point in time during a Member's pregnancy, parental or family caregiver leave, the Member may provide written notice to the Clerk and the Mayor of their intent to lift any of the temporary appointments to exercise their statutory role. The member shall provide written notice to the Clerk and the Mayor of any changes to their return date.

4.2.5 If a Member of Council is absent from a meeting due to pregnancy, parental and/or family caregiver leave, the Clerk will record the reason for the absence in the minutes of the meeting.

## **5. Roles and Responsibilities**

Members of Council and the Clerk's Department are responsible for adhering to the parameters of this policy.

## **6. References and Related Documents**

Municipal Act, 2001, S.O. 2001, c. 35- Section 259 (1.1) and Section 270.

## **7. Attachments**

None.

## **THE CORPORATION OF THE TOWN OF KEARNEY**

### **BY- LAW NO. 2025 – 34 Waste Management By-Law**

#### **BEING A BY-LAW FOR ESTABLISHING AND MAINTAINING A SYSTEM FOR THE DISPOSAL OF GARBAGE, RECYCLABLE MATERIALS, YARD WASTE AND OTHER REFUSE AND TO PROHIBIT THE UNAUTHORIZED DISPOSAL OF WASTE WITHIN THE MUNICIPALITY**

**WHEREAS** Section 10(1) of the Municipal Act, S.O. 2001, c.25 as amended, specifies that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Section 425 (1) of the Municipal Act, S.O. 2001, c.25 as amended, the Council is authorized to pass By-laws providing that a person who contravenes a by-law of the Town passed under that Act is guilty of an offence;

**AND WHEREAS** it is in the interest of society as a whole and of the Town's ratepayers in particular, that the amount of waste generated by private citizens and businesses be regulated and reduced;

**AND WHEREAS**, the Council of the Town of Kearney deems it necessary to establish rules and regulations governing policies relating to the disposal of garbage and to implement a "Partial Pay-Per-Bag" system for residents and to implement tipping fees to cover costs associated with the disposal of garbage and other refuse;

**AND WHEREAS**, wherever possible, such waste materials generated shall be reused or recycled so that the environment is protected from contamination by hazardous substances;

**AND WHEREAS** recycling efforts shall extend the lifetime of existing and future landfill sites;

#### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KEARNEY ENACTS AS FOLLOWS:**

##### **1. TITLE**

This By-Law may be cited as the Waste Management By- Law".

##### **2. APPLICATION**

Unless otherwise expressly stated in specific sections hereof, this By-law shall apply to the whole area of the geographic Town of Kearney, in the District of Parry Sound, Province of Ontario.

##### **3. DEFINITIONS**

- 3.1 **COUNCIL** means the Council of the Corporation of the Town of Kearney.
- 3.2 **ELECTRONIC WASTE/ E-WASTE** means materials designated by the current Ontario Electronic Stewardship guidelines.
- 3.3 **MUNICIPAL RECYCLING CENTRE (MRC)** means the real property owned by the Town of Kearney, for which a license has been issued by the Ontario Ministry of the Environment for the operation of a Transfer Station and Recycling Centre.



- 3.4 **OCCUPANT** means any person or persons over the age of eighteen (18) years who is a tenant or lessee, who has changed his or her mailing address and with occupancy of six (6) months or more, or otherwise in lawful possession of a parcel of real property capable of being legally described in a deed or transfer document who shall constitute the occupant or occupants of that real property.
- 3.5 **OPERATING AUTHORITY** means the Corporation of the Town of Kearney. The Town may appoint such employees, contractors, or volunteers to enforce the Rules and Regulations
- 3.6 **Outdoor E-Waste Storage Receptacle** means a container in which Electronic Waste is stored outdoors.
- 3.7 **OWNER** means any of:
- 3.7.1 a person who is shown as one of the registered owners of real property in the records of the Land Registry or Land Title Office; or
  - 3.7.2 a person who is shown as the assessed owner of real property on a current assessment roll for the Town; or
  - 3.7.3 a person for the time being, managing or receiving the rent of the land or premises, whether on his own account or as an agent or trustee for any other person.
- 3.8 **PERSON** means a natural person or corporation and includes:
- 3.8.1 every general partner in a firm, partnership or joint venture;
  - 3.8.2 the employee of any person who does something at the direction of his employer;
  - 3.8.3 the parent or guardian of any person under the age of eighteen (18) years who resides in the parent or guardian's household and does something at the direction of the parent or guardian.
- 3.9 **PROHIBITED SUBSTANCES AND MATERIALS** means anything which is not permitted to be disposed of at the Transfer Station and includes each and every item of the substances and materials listed in Schedule 'C' annexed to and forming part of this By-law, and in addition thereto, any substance or material which the Operating Authority or its employees have refused to accept for disposal or recycling when it has been inspected by them at the Transfer Station.
- 3.10 **RECYCLABLE MATERIALS** means any discarded household item that is eligible for the recycling program of the Corporation of the Town of Kearney, as posted at the Kearney Township Transfer Stations and as set out in Schedule 'B' of this By-law.
- 3.12 **REFUSE/GARBAGE** means any discarded household food waste or any other unwanted or useless household material and is set out in Schedule 'D' of this By-law.
- 3.13 **RULES AND REGULATIONS** means the rules and regulations for the use and operation of the Transfer Station set out in Schedule 'A' annexed to and forming part of this By-law.
- 3.14 **TOWN** means the Corporation of the Town of Kearney.
- 3.15 **Transfer Station** means the Municipal Transfer Station designated by the Town in this By-law, located on Part Lot 18 Concession 1

Proudfoot and on Part Lot 1, Concession 10, Bethune Township, both in the Town of Kearney.

- 3.16 **TSC** Transfer Station Card (Pass) means a card provided to the “users” which allows access to all on site diversion programs and provides a system to control the disposal of clear/transparent bags per household or commercial business.
- 3.17 **Privacy Bag** means a bag to provide an adequate method to enable residents to shield material that they would prefer not to be exposed for view. Such items may include sanitary products, diapers, or incontinence products.
- 3.18 **Clean Burnable brush or clean wood** means wood free of pressure treatment wood, anything that's been painted or stained and Poisonous wood: Such as poison ivy, poison sumac, and poison oak, which release irritant oil into the smoke.
- 3.19 **Hours of Operations** Means hours open for collection at each Transfer Station. Hours of operation will be determined by Council via a Resolution and shall be posted on the Town website and at Transfer Stations
- 3.20 **One-Time Use Pass** means a card available for purchase from the Municipal Office or Transfer Station at a rate set out in the current Town Fees and Charges By-law which allows a one-time access to vacation renters, in conjunction with the Vacation Rental Kit, to all onsite diversion programs and provides for the disposal of one clear/transparent bag along with unlimited properly cleaned and sorted recycling.
- 3.21 **Person** means an individual, partnership, association, firm or corporation;
- 3.22 **Waste** means domestic and solid non-hazardous, non-recyclable refuse and other wastes as designated and as approved by the Ministry of Environment. Tipping fees may apply;
- 3.23 **Refuse** means the same as “waste”;
- 3.24 **Household Waste** means the waste produced by residents in their homes. This shall not include construction waste, furniture or fixtures.
- 3.25 **Construction Waste or Building Materials** means any and all items associated with building, including but not limited to drywall, shingles, flooring, siding, insulation, windows, doors, wood. No recyclables or household waste shall be mixed in with construction waste. Tipping fees will apply as per the current Township Fees and Charges By Law;

#### 4. OPERATION

- 4.1 The Town shall operate two Transfer Station Sites known as Kallio Transfer Station at 149 Kallio Road and King William Transfer Station at 169 King William Street. The use of the Transfer Stations for the disposal of refuse is a privilege and not a right which will normally be extended to all residents and ratepayers in the Town and such persons from whom the Town may, by contract, agree to accept refuse.
- 4.2 The Joint Landfill Site shall be operated by means of an agreement between the Corporation of the Township of Perry and the Corporation

of the Town of Kearney and managed by the Joint Waste Management Committee, as appointed by the above, respective Councils.

- 4.3 The Rules and Regulations as set out in the Town's current Fees and Charges By-law shall prescribe fees for the disposal or refuse of defined classes of refuse.
- 4.4 The Council of the Corporation of the Town of Kearney shall appoint such employees, contractors or designated volunteers to enforce the Rules and Regulations at the Transfer Station as it deems necessary.
- 4.5 The Council of the Corporation of the Town of Kearney shall utilize a valid Transfer Station Pass that has not been revoked pursuant to paragraph 4.6 below. The Transfer Station Pass may only be used by a person in connection with the property to which it is issued or an employee, spouse or member of the household of such property acting with the knowledge or consent of such property owner. The person to whom the Transfer Station Pass is issued may be held responsible for misuse of the Transfer Station Pass, its use by an unauthorized person, or any violation of the Rules and Regulations by any person using the Transfer Station Pass. The person to whom a Transfer Station Pass is issued, is responsible for reporting its loss or theft and shall be responsible for the cost of replacement.
- 4.6 The Council, or its designate, may suspend, or restrict the privilege of using the Transfer Station and cancel the Transfer Station Pass of any person who misuses or allows the misuse of a Transfer Station Pass or violates any of the Rules and Regulations, PROVIDED THAT such suspension, or restriction is in accordance with the procedure set out below:
  - 4.6.1 An employee, contractor or designated volunteer of the Operating Authority may temporarily suspend the privileges of a Transfer Station Pass holder if, upon investigation of a person tendering refuse for disposal at the Transfer Station or inspection of the said refuse, they reasonably believes a Transfer Station Pass is being used by an unauthorized person or the Rules and Regulations are being violated and the person refuses to correct the violation when requested to do so. No such temporary suspension shall be for a period of more than seven (7) days and every person so suspended may appeal to the Clerk-Administrator (Clerk/CAO) or designate
  - 4.6.2 If the Operating Authority forms the opinion that the Transfer Station Pass holder has: allowed unauthorized persons to use his Transfer Station Pass; seriously and deliberately violated the Rules and Regulations; established a pattern of violating the Rules and Regulations; and/or permitted someone using his Transfer Station Pass to do any of the above, then the Operating Authority may restrict the privilege of such person to use the Transfer Station Pass and revoke his Transfer Station Pass.
  - 4.6.3 Every decision of the Operating Authority to revoke or restrict the right of someone to whom a Transfer Station Pass has been issued, shall be set down in writing and delivered or mailed to the person at his address shown on the Assessment Roll for the Town or his/her last known address. Such written notice shall contain the following:
    - 4.6.3.1 a brief description of the alleged violation including the approximate date thereof;

- 4.6.3.2 the date on which the revocation or the restrictions come into effect;
  - 4.6.3.3 where applicable, the details of the restrictions imposed;
  - 4.6.3.4 the fact that this decision of the Operating Authority may be appealed in person or in writing to the Council.
- 4.6.4 The Town will not tolerate any threats, intimidation, violence, illegal conduct, or any profane or abusive language directed at any Town employee or designate. Such offenses by any person or user may be grounds for refusal of service. Furthermore, the User may be subject to a written notice mailed to the User's address, additional offenses will be subject to further action.
- 4.7 If the Operating Authority forms the opinion mentioned in 4.6.2 above and elects to restrict rather than revoke the privileges of a Transfer Station Pass holder, or on appeal of a revocation the Council so decides, any or all of the following conditions or restrictions may be imposed:
  - 4.7.1 a requirement that refuse be brought to the TS at specified times on specified days;
  - 4.7.2 a requirement that the person submit to a detailed inspection of refuse tendered;
  - 4.7.3 a requirement that the person pay a special fee, in addition to any other fee normally imposed, equal to a genuine pre-estimate of the actual cost of any detailed inspections or sorting by employees of the refuse.
- 4.8 Refuse/garbage and recyclable materials will be collected on a weekly basis for all properties with role numbers beginning with 4918 010 001 ...

## 5. PROHIBITIONS

No Person Shall:

- 5.1 Dump or dispose of any refuse on a Highway as defined in the Municipal Act, including both the travelled and untravelled portions thereof;
- 5.2 Dump or dispose of any refuse on any land owned by the Town or Her Majesty the Queen in right of either Canada or Ontario, except the TS or other site designated by Council from time to time for this purpose;
- 5.3 Dump or dispose of any refuse on any private land within the Town unless the land is described in a license to operate a 'Waste Disposal Site', issued by the Ontario Ministry of the Environment which was in existence on the date this By-law comes into force, provided that this subparagraph shall not prohibit the temporary storage of refuse pending other disposal or the composting of organic material, all of which refuse or organic material originated on the parcel of land where it is stored.
- 5.4 No person shall store or compost refuse in a manner which permits the escape of noxious or unpleasant odours onto the property of any other person, however this subparagraph does not apply to a farmer's manure pile or the spreading of manure on fields or gardens.
- 5.5 No person shall carry or transport refuse which originated outside the Town, into the Town for dumping or disposal in the Town, except under a contract approved by the Council.
- 5.6 No person who is not either the holder of a Transfer Station Pass or an employee, agent or member of the household of a person who holds a Transfer Station Pass and who is acting with the knowledge and consent of such holder, shall dispose of refuse at the TS.

- 5.7 No person shall deposit or dispose of refuse at or near the gates when the TS or the joint Landfill Site is closed.
- 5.8 No person shall dispose of Prohibited Substances or materials at the TS.
- 5.9 Hazardous Waste days will be scheduled a minimum of once annually for the collection of certain Prohibited Substances or Materials.
- 5.10 No person shall dispose of Recyclable Materials except by tendering them at the TS or other designated site properly sorted and bundled as required by the Rules and Regulations.
- 5.11 No person shall bring Recyclable Materials or Prohibited Substances or materials to the TS or other designated site concealed or packaged in such a way as to make them appear to be items, substances or materials which are not recyclable materials or prohibited substances
- 5.12 Commercial contract Users of the Transfer Station and Recycling Centre shall provide a valid building permit or contractor authorization form from the Municipal Office proving that they Are entitled to use the Transfer Station and Recycling Centre and shall pay for any waste to be deposited based on the current Township Fees and Charges By-Law.

#### **6. OFFENSE AND PUNISHMENT**

Any person who:

- 6.1 does any act prohibited by Section 5; or
- 6.2 permits the performance of any act which is prohibited by Section 5 on real property of which he is the owner or occupier; or
- 6.3 being the employer, parent or guardian of another person, directs his employee or a person under the age of eighteen (18) years who resides in his household to do any act prohibited by Section 5;  
is guilty of an offense and is punishable upon conviction under the Provincial Offenses Act by a fine of not more than Five Thousand (\$5,000.00) Dollars.

#### **7. REPEAL CLAUSE**

By-law No. 2015-42 of the Corporation of the Town of Kearney is hereby repealed, effective immediately.

#### **8. DATE AND EFFECT**

This By-law shall come into force and effect on \_\_\_\_\_ 2025.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this 2025.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Cheryl Philips, Mayor

\_\_\_\_\_  
Nicole Gourlay, CAO

**SCHEDULE 'A'**  
**TO BY-LAW NO. 2025 - 34**

**RULES AND REGULATIONS**

1. No person shall carry or transport any materials from the following categories, which originated outside of the Town, into the Municipal Recycling Centre for dumping, disposal or recycling purposes:
  - 1.1 recyclable materials (as listed on Schedule 'B', each of which is a separate category)
  - 1.2 metals
  - 1.3 burnable items
  - 1.4 building debris including building debris to be burned
  - 1.5 household or commercial garbage, recycling or refuse of any other type
  - 1.6 electronic waste (as listed in Schedule 'E')
2. Users will separate, sort and place each type of garbage, recycling or refuse in particular areas as directed by site attendants or signs.
3. No user will set fire to any material.
4. **Tipping Fees** will be assessed as published in the By - Law to Establish Fees or Charges for services or activities provided or done by the Corporation of the Town of Kearney.
  - 4.1 The payment of fees does not relieve the user of the requirement to sort.
  - 4.2 The payment of Tip-age Fees shall be done at the time of dumping unless prior arrangements are made.
  - 4.3 Attendant will set fees for over and undersized loads
5. **Garbage Bag Limit**
  - 5.1 Each property with a legal entrance and a 911 number associated to the property will receive a Transfer Station Card preloaded with \$120.00 ("**No cash value**" the TSC card cannot be exchanged for cash. It may only be used for the purpose of disposing of household waste at a monetary value of \$2.00/bag, accentually equaling to 60 bags.
  - 5.2 Additional bags will be assessed as published in the By-law to Establish Fees or Charges for services or activities provided or done by the Corporation of the Town of Kearney.
  - 5.3 There will be no carry over of bag limit from year to the year. The card will be reloaded at the start of every new year..
  - 5.4 A garbage bag for the purpose of this By-law shall not exceed 79 centimeters (31 inches) x 107 centimeter (42 inches) in size and thirty (30 lbs) in weight.
  - 5.5 Garbage Bags shall be clear – no colour.

**SCHEDULE 'B'**  
TO BY-LAW NO. 2025 - xx

**RECYCLABLE MATERIALS**

**Fibres – Paper Products**

- Catalogues, Magazines
- Newspapers, Flyers/Inserts
- Telephone Books
- Corrugated Cardboard Boxes - broken down
- Boxboard (cereal, soap, tissue, etc.)
- Fibre Egg Cartons
- Mixed Household Paper
- Brown Paper Bags
- Office (fine) paper
- Wax Coated Milk and Juice Cartons

**Containers - Metals, Plastics, Glass, Styrofoam Products**

- Glass (clear and coloured)
- Steel/Tin/Aluminum Food/Drink Cans
- Aluminum Trays and Foil
- Polystyrene (Styrofoam) trays / containers
- Rigid plastic containers (HDPE)
- Plastic soft drink bottles (PET)
- Plastic bags / film wrap
- Tires with Rims Removed
- Steel parts of motor vehicles
- Oil Containers

**SCHEDULE 'C'**  
TO BY-LAW NO. 2025 - xx

**PROHIBITED SUBSTANCES AND MATERIALS**

- Hazardous or toxic substances, materials or chemicals
- Products containing mercury
- Paint and stain
- Propane cylinders
- Railroad ties
- products containing asbestos
- Condemned or dead animals or animal carcasses or part thereof
- Human pathological waste
- Human excrement or urine
- Livestock excrement or urine
- The former contents of any septic tank or holding tank
- Explosives or highly flammable materials, substances or chemicals
- Rocks, logs or stumps
- Waste oil or other petroleum products
- Motor vehicles

**SCHEDULE 'D'**  
TO BY-LAW NO. 2025 - xx

**REFUSE**

- Any non-toxic liquid, substance or material which was purchased, otherwise acquired, made, constructed or combined for use on any land or in any residence or business enterprise, or
- any non-toxic by-product or excess liquid, substance or material produced as a result of the creation of anything mentioned in the previous, or
- any natural plant material or substance, whether cultivated or not, which has been removed from the place where it originally grew, and without limiting the generality of the foregoing, also includes - new brick or used building or construction materials except brick, stone or concrete when used as fill material with the permission of the owner of land where they are deposited
- animal or vegetable or other waste resulting from the handling, preparation, cooking and consumption of food or drink
- household animal fecal material except when used as manure
- soiled diapers in normal household quantity
- Non- burnable Construction Debris
- All refuse is to be transported and delivered in a colourless, transparent Plastic Bag that does not exceed 79 centimeters (31 inches) x 107 centimeters (42 inches) in size and thirty (30 lbs) pounds / 13.6 kg in weight.



THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025- 38

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

Automotive Materials Stewardship

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**WHEREAS** Section 5 (3) of the *Municipal Act, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise its powers by By-law unless specifically authorized to do otherwise;

**AND WHEREAS** Section 8 of the *Municipal Act, S.O. 2001, c.25*, as amended, authorizes broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** Section 9 of the *Municipal Act, S.O. 2001, c.25*, as amended, provides that “a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act”;

**AND WHEREAS** the Corporation of the Town of Kearney deems it expedient to enter into an agreement with Automotive Materials Stewardship for the provision of services by the Collector to AMS concerning Automotive HSP;

**NOW THEREFORE** the Council of The Corporation of the Town of Kearney enacts as follows:

1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as “this Agreement”.
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
3. That this By-law come into effect May 22, 2025.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this day 22nd of May, 2025.

THE CORPORATION OF THE  
TOWN OF KEARNEY

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Mayor

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Clerk