

# TOWN OF KEARNEY

## AGENDA

### REGULAR COUNCIL MEETING

Council Chambers

Thursday September 11, 2025 – 6:00 p.m.

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*A Moment of Silence to be observed to honour the memory of Kathy Kohajda*

**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. ATV Speeds within the Town of Kearney - Wilson Boynton, SLAPOA

**5. Consent List**

5.1. August 14, 2025 Regular Council Meeting Minutes	Pg.3
5.2. Payment Register	Pg.9
5.3. Resolution Report	Pg.20
5.4. JWMC Minutes August 27 2025	Pg.22

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

**7. Items for Discussion**

7.1. SR2025-53 Sand Lake Boat Ramp – Paving Request by Council	Pg.24
7.2. SR2025-54 Front End Loader	Pg.25
7.3. SR 2025-55 Library budget increase	Pg.26
7.4. Memo Lions Pavilion dedicated Reserve	Pg.27
7.5. Memo: Official Plan and Zoning By-law Update	Pg.28
7.6. Review Letter Re: Better Support for Volunteer Fire Fighter Training	Pg.30
7.7. Automotive Materials Services – Kearney Municipal Amending Agreement	Pg.31
7.8. Product Care – Kearney Special & Hazardous Waste Agreement	Pg.36
7.9. Save The Date - 2025 Northeast Municipal Workshop- October 21 and 22, 2025	Pg.65

7.10. Discussion: AHHC request for funds for recruitment

## **8. Notice of Motion**

## **9. Correspondence for Information**

9.1. NORDS Pilot Program making permanent	Pg.67
9.2. Support Resolution re: Armour Resolution 248 - Governance of Family Health Teams & Mayor's Report	Pg.69
9.3. Support Resolution West Nipissing - Moratorium on Aerial Spraying	Pg.71
9.4. KWEF August Newsletter	Pg.72
9.5. Parry Sound Age Friendly Infographic	Pg.76

## **10. Bylaws**

10.1 By-law 2025-51 Prichard	Pg.77
10.2 By-law 2025-52 Bootsma	Pg.79
10.3 By-law 2025-53 Meier	Pg.81
10.4 By-law 2025-54 Procurement	Pg.83
10.5 By-law 2025-55 Appoint an Assistant Chief Building Official	Pg.110

## **11. Closed Session**

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

- (2)(c) Acquisition or disposition of land
- (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: Wilson J Boynton, CET

Email: [jetblast@sympatico.ca](mailto:jetblast@sympatico.ca)

Telephone Number [C: 5193197078](tel:5193197078) [HM: 7056365082](tel:7056365082)

Address: Cottage at: 3770 Sand Lake Road  
169 Deer Park Circle  
London, ON. N6H 3B9

Date of Meeting for Designation: Thu, 09/11/2025 - 00:00

Please describe the general nature of your delegation: Presenting the ATV Speed Limit signage proposal from the SLAPOA - Sand Lake Property Owners Association. This proposal was emailed to the Mayor and Council Members on Tuesday September 2nd, 2025.

**The Corporation of the Town of Kearney**  
**REGULAR COUNCIL MEETING MINUTES**  
**Council Chambers**  
**Thursday, August 14, 2025 – 6:00 p.m.**

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

**Staff Present:** Nicole Gourlay, CAO/Clerk (CAO)  
Jenny LeBlond, Treasurer (T)  
Tom Young, Public Works Superintendent (PWS)  
Cindy Filmore, Deputy Clerk (DC)

**Council Members Absent:** Councillor: Keven Beaucage

The CAO/Clerk was present for the entirety of the meeting. The DC, T and PWS were present for their portions of the public meeting.

*A moment of silence was held to honour the memory of Marilyn Mitson*

1. **Call the Meeting to Order**  
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**  
Resolution 2025-211  
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of August 14, 2025 as amended  
Amended to add: Closed Session Item (2)(c) Acquisition or disposition of land  
Amended to remove: Closed Session Item(2)(b) Personal Matters about an Identifiable Individual  
CARRIED
3. **Disclosure of Interest - nil**
4. **Delegations/Presentations/Public Meetings**
  - 4.1 Presentation by Jeff Lee from Emerald Energy from Waste  
Res. No. 2025-212  
Moved by: Councillor Pateman; Seconded by: Councillor Sharer  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks Jeff Lee of Emerald Energy from Waste for his informative presentation.  
CARRIED
  - 4.2 Public Meeting under the *Planning Act* Section 34: Zoning Bylaw Amendment - Bootsma  
Resolution 2025-213  
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED that the Public Meeting of Council pursuant to Section (12),(13), (14) of the *Planning Act*, R.S.O. 1990, c.P.13 as amended, held Thursday, August 14, 2025 be called to order at 6:14 pm  
CARRIED
  - Resolution 2025-214  
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby accepts the EcoVue Report regarding the Zoning Bylaw Amendment for Bootsma; AND FURTHER THAT Council supports in principle the passing of such bylaw which will take place at the next Council Meeting  
CARRIED
  - Resolution 2025-215  
Moved by: Councillor Sharer; Seconded by: Councillor Pateman  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby accepts the EcoVue Report regarding the Zoning Bylaw Amendment for Meier; AND FURTHER THAT

Council supports in principle the passing of such bylaw which will take place at the next Council Meeting  
CARRIED

Resolution 2025-216

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

BE IT RESOLVED that the Public Meeting of Council pursuant to Section 24 (12), (13) and (14) of the Planning Act, R.S.O. 1990, c.P.13, as amended, held Thursday, August 14, 2025, be adjourned at 6:27pm

CARRIED

Council Meeting was paused at 6:28 pm to move into Committee of Adjustment Meeting pursuant to Section 45 (1) and (2) of the Planning Act, R.S.O. 1990, c.P.13, as amended

Committee of Adjustment – Public Meeting

Members Present: Mayor Cheryl Philip  
Deputy Mayor Michael Rickward  
Councillor Heather Pateman  
Councillor Jill Sharer

Members Absent: Councillor Keven Beaucage

Resolution 2025-01

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

BE IT RESOLVED that the Public Meeting of the Committee of Adjustment pursuant to Section 45 (1) and (2) of the Planning Act, R.S.O. 1990, c.P.13, as amended, held Thursday, August 14, 2025, be called to order at 6:28 pm

Resolution 2025-02

Moved by Deputy mayor Rickward; Seconded by Councillor Pateman

BE IT RESOLVED that the Committee of Adjustment of the Town of Kearney hereby accepts the EcoVue Report regarding the Minor Variance and Permission application for R. Prichard; AND FURTHER THAT the Committee of Adjustment approves the Minor Variance and Permission Application regarding Plan M89, Lot 20 and RP 42R8261 Part 7, the lands municipally known as 376 North Shore Road to:

- a) Grant Permission to expand a non-conforming Bunkie on the subject lands, and
- b) A Minor Variance to allow an expansion of a Bunkie to 38 square metres where a maximum of 23 square metres is allowed.

CARRIED

Resolution 2025-03

Moved by Councillor Sharer; Seconded by Councillor Pateman

BE IT RESOLVED that the Public Meeting of the Committee of Adjustment pursuant to Section 45 (1) and (2) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, held Thursday, August 14, 2025, be adjourned at 6:38 p.m.

Council reconvened the meeting at 6:38 pm

**5. Consent List**

Resolution 2025-217

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

BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, August 14, 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 DRAFT Development Agreement – Waffle

Resolution 2025-218

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby supports in principle the Development Agreement between the Town of Kearney and the owners of PT

LT 1, Con 8, BETHUNE TOWN OF KEARNEY, known municipally as 218 Emsdale Lake Road, substantially in the format presented.  
CARRIED

Res. No. 2025-219

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby approves the Report from EcoVue Consulting regarding the Lifting of “H” Holding Symbol from the subject lands identified as 218 Emsdale Lake Road; AND FURTHER THAT Council supports the passing of Bylaw 2025-49 to lift the “H” Holding Symbol from the subject lands identified as 218 Emsdale Lake Road.

CARRIED

#### 7.2 DRAFT Procurement By-law

Resolution 2025-220

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 DRAFT Procurement Bylaw; AND FURTHER approves the DRAFT Procurement Bylaw with no changes to be brought to a future meeting for passing.

CARRIED

#### 7.3 SR2025-49 Tax Collection Policy and Registration Timelines

Resolution 2025-221

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives Staff Report 2025-49 regarding Tax Collection Policy and Registration Timelines; AND FURTHER THAT Staff be directed to Proceed with the tax collection process by amending the timeline to begin in August 2025 to only include the 7 properties with the oldest outstanding taxes as of November/December 2025

CARRIED

#### 7.4 SR2025-50 Support in Principle – TAB purchase of SRA

Resolution 2025-222

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives Staff Report 2025-50 regarding the purchase of Shore Road Allowance at 49 Hillside Drive; AND FURTHER that Council approve, in principle, the purchase of the shore road allowance in front of 49 Hillside Drive.

CARRIED

#### 7.5 DSSAB Board Vacancy – Area 4 Representation

Resolution 2025-223

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 request from DSSAB regarding a Board Vacancy for Area 4 Representation; AND FURTHER supports the appointment of Sean Cotton.

CARRIED

#### 7.6 SR2025-51 Chetwynd Asphalt Tender

Resolution 2025-224

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives Staff Report 2025-51; AND FURTHER that Council awards tender RFT-PW-01-2025 for the asphaltting of Chetwynd Road between Loon Lake and Mason Lake Roads, approximately 1.5 km, to D Rock Paving for the lowest bid of \$194,805 excluding HST.

CARRIED

#### 7.7 Discussion regarding Rain Lake Road – Parking areas

Resolution 2025-225

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

WHEREAS the Town has received input from the public about the shoulder parking on Rain Lake Road; AND WHEREAS this discussion has led to Council's determination of their desire to see more and better public parking areas within the Town core; NOW THEREFORE BE IT RESOLVED THAT Council approves the budget to paint parking spaces on the reverse shoulder along Main Street from Alister Johnson Bridge to the apartments; AND FURTHER THAT Council authorizes the creation of a municipal parking lot on the vacant lot between 68 & 78 Main Street.

CARRIED

Resolution 2025-226

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to install no parking signs for 9m from the intersection of Rain Lake Road and Main Street on the North side and to the crest of the hill on the South side.

CARRIED

7.8 Memo: Recommendation from Recreation Committee for new member

Resolution 2025-227

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 recommendation from the Recreation Committee for a new member in the form of their Resolution No. 39-25; AND FURTHER that Council accepts and appoints Debbie Watson to the recreation Committee for the remainder of Council's term.

CARRIED

7.9 SR2025-52 Budget Adjustment Ditching and Backhoe

Resolution 2025-228

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney hereby receives SR2025-52 regarding Budget Adjustments for Ditching and Backhoe expenses; AND FURTHER THAT Council approves an adjustment in the 2025 budget to accommodate ditching some problem area roads that have been identified by the Public Works Superintendent; AND FURTHER THAT Council authorizes the Treasurer to increase the Backhoe expense budget line by \$8,000; AND FURTHER THAT Council authorizes the reallocation of \$45,000 to ditching from the Chetwynd Road Capital Project.

CARRIED

**8. Notice of Motion - nil**

**9. Correspondence for Information**

Resolution 2025-229

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives the correspondence list of the August 14, 2025 as information; AND FURTHER THAT Staff is directed to issue a letter of support regarding item 9.4 supporting Producer Responsibility for Blue Boxes AND FURTHER THAT Staff shall bring back a letter calling on the government to better support training of firefighters.

CARRIED

**10. By-laws**

Resolution 2025-230

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

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 2025-48 Being a bylaw to enter into a development agreement – Waffle

10.2 Bylaw 2025-49 Being a bylaw to lift the "H" Hold designation placed by ZBLA 2024-40

CARRIED

**11. Closed Session**

Resolution 2025-231

Moved by: Deputy Mayor Rickward; Seconded by Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 7:48 pm, under Section 239 of the Municipal Act, under the following subsections:

(2)(c) Acquisition or Disposition of Land

(2)(d) Labour Relations or Employee Negotiations

Resolution 2025-232

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 8:58 pm

**12. Confirming By-law**

Resolution 2025-233

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED that By-law 2025-50 being a by-law to Confirm the Proceedings of the Regular Meeting of August 14, 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 2025-234  
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 9:02 pm  
CARRIED

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Date Printed  
9/3/2025 11:15 AM

**Town of Kearney**  
**A/P - Batch Report July 7 - Aug 31, 2025**  
Batch: 2025-00050 to 2025-00078

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Bank Code - AP - GENERAL AP

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
34971	7/11/2025	VOID - Cheque Printing				
34972	7/11/2025	VOID - Cheque Printing				
34973	7/11/2025	VOID - Cheque Printing				
34974	7/11/2025	VOID - Cheque Printing				
34975	7/11/2025	VOID - Cheque Printing				
34976	7/11/2025	VOID - Cheque Printing				
34977	7/11/2025	VOID - Cheque Printing				
34978	7/11/2025	VOID - Cheque Printing				
34979	7/11/2025	VOID - Cheque Printing				
34980	7/11/2025	2Beez Promotions				
		20230542		Logos and apparel	9,459.35	
		20230543		Tshirts and brochures	1,026.09	10,485.44
34981	7/11/2025	6S Graphics				
		1348		Magnets	282.50	282.50
34982	7/11/2025	Bell Canada				
		July 7, 2025		July Phone Bill	67.18	67.18
34983	7/11/2025	Bowman Fuels Ltd.				
		65871		Late Payment fee per June statem	71.43	
		796243		Diesel Fuel (July 2)	494.85	
		796242		Diesel Fill (July 2)	240.36	806.64
34984	7/11/2025	Bugelli, Lisa				
		018		June Fitness Instructor Fees	850.00	850.00
34985	7/11/2025	Burk's Falls Building Ctr Ltd				
		2261653		Supplies for props	346.72	
		1-2264435		Interest on invoice 2261653	7.21	353.93
34986	7/11/2025	Cameron of Lochiel Pipes and Drums I				
		CL - Band 2025		Cameron of Lochiel Band	500.00	500.00
34987	7/11/2025	Canadian Microwave				
		15404		Tower & shelter space - Pevensey	395.50	395.50
34988	7/11/2025	Canadian Raptor Conservancy				
		25070403		Birds of Prey flight show Aug.2/25	621.50	621.50
34989	7/11/2025	Cedar Signs				
		INV/2025/2506		Post U-Channel/Nut vandal-resista	423.56	423.56
34990	7/11/2025	Champion Commercial Products				
		592800		Cable / plugs / connectors	1,765.12	1,765.12
34991	7/11/2025	CRA - Receiver General				
		June 16-30/25		Source Deductions Period June 16	16,707.08	16,707.08
34992	7/11/2025	CRA - Receiver General				
		627777980 C		2024 PIER Review - Council	626.76	
		627777980 S		2024 PIER Review PW	3,325.04	3,951.80

**Town of Kearney**  
**A/P - Batch Report July 7 - Aug 31, 2025**  
Batch: 2025-00050 to 2025-00078

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Reference	Invoice Amount	Payment Amount
<b>34993</b>	<b>7/11/2025</b>	<b>Degazio, Alexis</b>			
		00098	Music at Mirror Bay performed June	250.00	250.00
<b>34994</b>	<b>7/11/2025</b>	<b>Fetterley's Gas &amp; Convenience</b>			
		FD JN 20-30/25	All Vehicles Fuel Purchases	159.59	
		FDB JN 24/25	Salt for water system	33.88	
		PK JN 26/25	Fuel Fill	110.00	
		PKS JN 29/25	Lawnmower Gas	15.80	
		Trk 3JN23,30/25	Fuel Fills	227.99	
		PWS JN 23/25	Shop Supplies	107.12	654.38
<b>34995</b>	<b>7/11/2025</b>	<b>Glen Martin Ltd.</b>			
		419857	Cleaning Supplies	234.86	234.86
<b>34996</b>	<b>7/11/2025</b>	<b>Gray, James</b>			
		07122025	Music in Mirror Bay (Performs July	508.50	508.50
<b>34997</b>	<b>7/11/2025</b>	<b>Grenier, Jason</b>			
		JG - Eventgrove	Raffle Tickets	65.57	65.57
<b>34998</b>	<b>7/11/2025</b>	<b>Jared Beverley o/a Gunners Tacklebox</b>			
		10171	Fishing gear	499.35	499.35
<b>34999</b>	<b>7/11/2025</b>	<b>Heriazon, Selwyn</b>			
		SH Lifeguard/25	Lifeguard Services Aug 2-3	350.00	350.00
<b>35000</b>	<b>7/11/2025</b>	<b>Hopson, Dorothy</b>			
		DH Kms/25	KMS to Beaverton (get flyers) 295	212.40	212.40
<b>35001</b>	<b>7/11/2025</b>	<b>Huronian Alarm &amp; Fire Security</b>			
		1348457	Alarm Monitoring (July - Sept)	81.36	81.36
<b>35002</b>	<b>7/11/2025</b>	<b>Hydro One Networks Inc.</b>			
		July 3/25 Admin	May Hydro	837.44	
		July 4/25 Lib	May Hydro	223.32	
		July 4/25 KCC	May Hydro	1,730.71	
		July 4/25 Park	May Hydro	125.49	
		July 4/25 KWTS	May Hydro	66.12	
		July 4/25 StLts	May Hydro	324.53	
		July 4/25 Dock	May Hydro	33.43	
		July 4/25 KalTS	May Hydro	53.69	
		July 4/25 PW	May Hydro	376.48	
		July 4/25 FD	May Hydro	213.15	3,984.36
<b>35003</b>	<b>7/11/2025</b>	<b>Leblond, Jenny</b>			
		Float/Prizes/25	Float & prize money 2025	1,700.00	1,700.00
<b>35004</b>	<b>7/11/2025</b>	<b>Leonard Peacock</b>			
		June 17/25	3 x 3 Coro sign	108.00	108.00
<b>35005</b>	<b>7/11/2025</b>	<b>Manchester, Steve</b>			
		SM BootAllow/25	Reimburse Safety Wear (\$245 bal)	199.75	199.75
<b>35006</b>	<b>7/11/2025</b>	<b>Marra, Christopher</b>			
		CM Lifeguard/25	Lifeguard Services Aug 2-3/25	350.00	350.00
<b>35007</b>	<b>7/11/2025</b>	<b>Muskoka Springs Inc</b>			
		260969	Drinking jugs of water	96.69	96.69
<b>35008</b>	<b>7/11/2025</b>	<b>Near North Laboratories Inc.</b>			
		109454 KCC	June Water sample testing	29.21	
		109454 FD	June water sample testing	29.21	
		109454 PW	June water sample testing	29.21	87.63
<b>35009</b>	<b>7/11/2025</b>	<b>Purolator Inc.</b>			
		580163737	Shipping exp from Camfill	56.97	56.97
<b>35010</b>	<b>7/11/2025</b>	<b>Pyroworld</b>			

**Town of Kearney**  
**A/P - Batch Report July 7 - Aug 31, 2025**  
Batch: 2025-00050 to 2025-00078

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			611	Fireworks	11,300.00	11,300.00
35011	7/11/2025	Redding, Emma				
		EM Lifeguard/25		Lifeguard Services Aug 2-3/25	350.00	350.00
35012	7/11/2025	Russell Christie LLP				
		52097443 May20		Highway 518 Ownership	3,024.11	3,024.11
35013	7/11/2025	Sunbelt Rentals				
		78546774-0001		Inverted marking paint	223.74	
		78545175-0001		Sign (Stop/slow paddle)	446.98	670.72
35014	7/11/2025	The Magic of Christophe				
		Issued Farquhar, Chris				
		KR		Children's Magic Show - Aug 1/25	649.75	649.75
35015	7/11/2025	Waste Connections of Canada				
		7113-0000354590		Recycling dump and return (Kearn	9,967.31	
		7113-0000354920		Recycle dump and return (Sand L	1,888.26	11,855.57
35016	7/11/2025	WSIB				
		2025 2ndqtr Adm		2nd qtr remittance -bal owed from	1,330.93	
		2025 2nd qtr BD		2nd qtr remittance -bal owed from	514.89	
		2025 2nd qtr FD		2nd qtr remittance -bal owed from	347.79	
		2025 2ndqtr KCC		2nd qtr remittance -bal owed from	319.55	
		2025 2nd qtr TS		2nd qtr remittance -bal owed from	193.50	
		2025 2nd qtr PW		2nd qtr remittance -bal owed from	646.39	3,353.05
35017	7/11/2025	Young, William				
		WY Reimburse PW		Coolers x 2	108.41	108.41
35018	7/11/2025	Zarillo, Malakai				
		MZ BootAllow/25		Safety Boots and safety wear	180.72	180.72
35019	7/29/2025	6S Graphics				
		1359		Vehicle Graphics	1,582.00	
		1364		Banner and Signage	1,130.00	2,712.00
35020	7/29/2025	Abell Pest Control				
		A7142945		August Pest Control	171.61	
		A7191409		August Pest Control	65.61	
		A7220724		August Pest Control	62.15	299.37
35021	7/29/2025	Agriculture Forestry Construction Inc.				
		7481		Hydraulic Transmission Filter	167.16	
		7463		Maintenance and repairs	2,113.67	2,280.83
35022	7/29/2025	Bowman Fuels Ltd.				
		799262		Diesel Fill July 21	1,579.84	
		799261		Diesel Fill July 21	2,229.59	3,809.43
35023	7/29/2025	Burk's Falls Building Ctr Ltd				
		2264561		Paint Supplies for Fire Hall Doors	181.93	
		2264938		Bench install supplies	97.68	279.61
35024	7/29/2025	Cedar Signs				
		INV/2025/2642		Black Vinyl Arrow	2.26	
		INV/2025/2644		Dallaire & Mason Lake Lane Stree	144.59	146.85
35025	7/29/2025	CUPE Local 1813				
		Dues July/25		July Union Dues	733.19	733.19
35026	7/29/2025	Debbie Ann Hall Paralegal Services PC				
		0001975		Court preparation and attendance	3,209.20	3,209.20
35027	7/29/2025	Derrick Johnstone Construction				
		3145		Road Compactor	1,175.20	
		3143		Brushing 2 km HWY 518	10,283.00	11,458.20

**Town of Kearney**  
**A/P - Batch Report July 7 - Aug 31, 2025**  
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**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Reference	Invoice Amount	Payment Amount
		Invoice #			
<b>35028</b>	<b>7/29/2025</b>	<b>Fetterley's Gas &amp; Convenience</b>			
		PW Jul2-14/25	Shop Supplies	118.42	
		FD July2-14/25	Fuel Fills	356.57	
		FDP Jul 12/25	Fire Fire Challenge supplies	42.00	
		BD July 2/25	Fuel Fill	81.83	
		TRK 13 Jul8/25	Fuel Fill	110.00	
		Pks Jul9,12/25	Fuel Fills	158.00	
		FDB Jul 8/25	Supplies for water system	60.31	
		FD June 27/25	Balance owed from chq 34994	60.10	987.23
<b>35029</b>	<b>7/29/2025</b>	<b>Fire-Alert</b>			
		10639	System upgrade and repairs	2,424.80	2,424.80
<b>35030</b>	<b>7/29/2025</b>	<b>Fowler Construction</b>			
		86700	Cold Mix Asphalt	3,866.00	3,866.00
<b>35031</b>	<b>7/29/2025</b>	<b>Friedland, Martin</b>			
		MF-EP1 Reimburs	Reimburse 1 of 2 driveway permit	500.00	500.00
<b>35032</b>	<b>7/29/2025</b>	<b>Glen Martin Ltd.</b>			
		419857-1	Air fresheners	13.72	
		420515	Cleaning Supplies	311.55	325.27
<b>35033</b>	<b>7/29/2025</b>	<b>Gradall of Muskoka Inc.</b>			
		121	Ditching/Culvert replacement & A C	33,833.25	33,833.25
<b>35034</b>	<b>7/29/2025</b>	<b>Health Sciences North</b>			
		14ANN25KEA2638	Medical Direction/Training (shared	2,637.50	2,637.50
<b>35035</b>	<b>7/29/2025</b>	<b>Independent Tire</b>			
		2RP051126	Service call for repair	138.99	138.99
<b>35036</b>	<b>7/29/2025</b>	<b>LAS-Local Authority Services</b>			
		MGBP000016875	Office Supplies	40.09	
		MGBP000015587	Office Supplies	67.76	107.85
<b>35037</b>	<b>7/29/2025</b>	<b>1814872 Ontario Ltd (Marshall Electric)</b>			
		283644	Replace lights to LED/Install came	2,353.96	2,353.96
<b>35038</b>	<b>7/29/2025</b>	<b>Ministry of Finance - Ontario</b>			
		380907251247087	April OPP LSR Policing Services	26,290.00	
		381107251009220	LSR Revenues (Jan - Mar)	-303.52	25,986.48
<b>35039</b>	<b>7/29/2025</b>	<b>Netspectrum</b>			
		92276	August Internet	74.52	74.52
<b>35040</b>	<b>7/29/2025</b>	<b>Nicholson Greenhouses</b>			
		June 20, 2025	Flower pots and hanging baskets	2,161.13	2,161.13
<b>35041</b>	<b>7/29/2025</b>	<b>NBPSDH</b>			
		Aug 2025 Levy	August Levy Payment	2,482.83	2,482.83
<b>35042</b>	<b>7/29/2025</b>	<b>Novexco Inc</b>			
		93894987	Office Supplies	12.83	12.83
<b>35043</b>	<b>7/29/2025</b>	<b>OMERS</b>			
		Pension July/25	July Pension Contributions	16,826.18	16,826.18
<b>35044</b>	<b>7/29/2025</b>	<b>Purolator Inc.</b>			
		585159217	Shipping to Provincial Offences	6.10	6.10
<b>35045</b>	<b>7/29/2025</b>	<b>Schaefer, Paul</b>			
		PS Reg/Exp/25	Shipping - Reimburse KMS	245.00	245.00
<b>35046</b>	<b>7/29/2025</b>	<b>Silver Owl Technology Solutions</b>			
		370	Technical Service for Camera	417.54	417.54
<b>35047</b>	<b>7/29/2025</b>	<b>Sunbelt Rentals</b>			
		78608403-0001	Hard Hats	309.20	309.20
<b>35048</b>	<b>7/29/2025</b>	<b>Swanzey, James</b>			

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Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		JS - DPR	Reimburs	Reimburse entrance permit deposi	500.00	500.00
35049	7/29/2025	Talbot, Eric				
		ET Boot Allow		Reimburse boot allowance exp.	231.19	231.19
35050	7/29/2025	The Great North Arrow				
		1235		Advertising	339.00	339.00
35051	7/29/2025	United Rotary Brush Of Canada				
		CI52678		Parts	1,310.11	1,310.11
35052	7/29/2025	Upaup Studios Inc.				
		9540		CiviKit Website Annual Hosting	2,712.00	2,712.00
35053	7/29/2025	Watt's Trophies				
		12084		Medals and Trophies	2,004.56	2,004.56
35054	7/29/2025	Webster, Joshua				
		2		May and June Yoga Instructor Fee	768.40	768.40
35055	7/29/2025	Gradall of Muskoka Inc.				
		122		Chetwynd Rd ditching	32,114.60	32,114.60
35056	7/29/2025	Midwestern Line Striping Inc				
		2025-058		Annual Line Painting	18,385.10	18,385.10
35057	7/29/2025	Robinson, Marjorie				
		2025-17		Financial Statements and FIR	1,631.70	1,631.70
35058	7/29/2025	Roto-Mill Inc.				
		36527		Chetwynf Road Pulverizing	14,712.60	14,712.60
35059	8/1/2025	CRA - Receiver General				
		July 1-1525		Source Deductions Period July 1 -	14,111.20	
		July 16-31/25		Source Deductions July 16-31/25	14,462.22	28,573.42
35060	8/20/2025	Beaucage, Keven				
		KB Regatta/25		Tablecloths for Food Eating Conte	35.60	35.60
35061	8/20/2025	Bell Canada				
		August 7/25		August Telephone	67.18	67.18
35062	8/20/2025	Bell Mobility Inc.				
		July 11/25 PW		July Cell Phones x 2	90.76	
		July 11/25 FD		July Cell Phone	44.35	
		July 11/25 BD		July Data Flex Plan	148.53	283.64
35063	8/20/2025	Bell Canada (Internet)				
		July 19/25		July Internet	180.68	180.68
35064	8/20/2025	Bowman Fuels Ltd.				
		66150 Int		July Interest	20.06	
		802095		Diesel Fill August 7/25	1,209.48	
		802096		Diesel Fill August 7/25	1,127.31	2,356.85
35065	8/20/2025	Bugelli, Lisa				
		019		July Fitness Instructor Fees	850.00	850.00
35066	8/20/2025	Burk's Falls Building Ctr Ltd				
		2265522		Parks Materials	10.94	
		2265688		Faucet Parts	51.97	
		2265890		Boardwalk	697.81	760.72
35067	8/20/2025	Burk's Falls Home Hardware				
		93757		Plant Food	33.31	33.31
35068	8/20/2025	Canadian Microwave				
		15443		Tower Space Rental	395.50	395.50
35069	8/20/2025	Canada Post Corporation				
		99000050972		Final Tax Bill Mailings	2,200.12	2,200.12
35070	8/20/2025	C-MAX Fire Solutions				

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			93939	Pump Test	1,335.84	1,335.84
<b>35071</b>	<b>8/20/2025</b>	<b>CRA - Receiver General</b>				
		Aug 1-15/25		Source Deductions for August 1-15/25	12,449.39	12,449.39
<b>35072</b>	<b>8/20/2025</b>	<b>Debbie Ann Hall Paralegal Services PC</b>				
		0002056		Sundridge Court File TO-63355	1,751.38	1,751.38
<b>35073</b>	<b>8/20/2025</b>	<b>Eastholme</b>				
		EH Levy 3/25		3rd qtr levy Payment	35,708.50	35,708.50
<b>35074</b>	<b>8/20/2025</b>	<b>Ecovue Consulting Services Inc</b>				
		24-2095-2011		Consulting Re: OP/ZBA/Strategic I	5,453.95	5,453.95
<b>35075</b>	<b>8/20/2025</b>	<b>Fetterley's Gas &amp; Convenience</b>				
		July15-Aug5 PWS		Shop Supplies	105.40	
		July15-Aug5 TS		Gas Purchase	140.00	
		July15-Aug5TR13		Gas Purchases	442.01	
		July15-Aug5 PKS		Seasonal Supplies	166.17	
		July15-Aug5 TR9		Gas Purchase	226.73	
		July15-Aug5 FDS		Station Supplies	129.21	
		July15-Aug5 BD		Gas Purchase	97.40	
		July15-Aug5 FD		Gas Purchases	568.67	
		Aug7-Aug14 PWS		Shop Supplies	27.05	
		Aug7-Aug14 BD		Gas Purchase	56.41	
		Aug7-Aug14 FD		Gas Purchases	457.45	2,416.50
<b>35076</b>	<b>8/20/2025</b>	<b>Fowler Construction</b>				
		87648		Cold Mix Asphalt	7,855.88	7,855.88
<b>35077</b>	<b>8/20/2025</b>	<b>Glen Martin Ltd.</b>				
		421674		Maintenance/Cleaning Supplies	479.63	479.63
<b>35078</b>	<b>8/20/2025</b>	<b>Gordon, Carly</b>				
		CG-FD Reimburse		Reimburse Exps (Community Safe	133.33	133.33
<b>35079</b>	<b>8/20/2025</b>	<b>Gradall of Muskoka Inc.</b>				
		123		Road Services (Chetwynd)	40,497.17	
		125		Road Services (Chetwynd)	4,514.35	45,011.52
<b>35080</b>	<b>8/20/2025</b>	<b>HubbCap</b>				
		1039803		U-Channel/Delineator Sign Posts	4,915.50	4,915.50
<b>35081</b>	<b>8/20/2025</b>	<b>Hydro One Networks Inc.</b>				
		Aug 5/25 Admin		June Hydro	1,028.86	
		Aug 5/25 Lib		June Hydro	274.36	
		Aug 5/25 KCC		June Hydro	2,126.34	
		Aug 5/25 LPk		June Hydro	68.32	
		Aug 5/25 KWTS		June Hydro	62.49	
		Aug 5/25 StLts		June Hydro	350.28	
		Aug 5/25 Dock		June Hydro	31.88	
		Aug 5/25 KalTS		June Hydro	261.60	
		Aug 5/25 PW		June Hydro	349.07	
		Aug 5/25 FD		June Hydro	224.01	4,777.21
<b>35082</b>	<b>8/20/2025</b>	<b>Independent Tire</b>				
		2RP050839		Service call to repair flat tire	1,131.13	1,131.13
<b>35083</b>	<b>8/20/2025</b>	<b>Joiner, Jennifer</b>				
		2025 Swimming		Swim Instructor Fees and Insuranc	1,604.00	1,604.00
<b>35084</b>	<b>8/20/2025</b>	<b>Jones Motor Lines</b>				

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			I2572	July Service Kallio Portable Washr	56.50	
			I2569	July Service KW Portable Washroc	56.50	
			I2791	July Service Portable Washroom	254.25	
			I2803	July Service Portable Washroom	113.00	480.25
<b>35085</b>	<b>8/20/2025</b>	<b>Kobak, Dave</b>				
			TOK-25-001	August 16, 2025 Music by the Bay	250.00	250.00
<b>35086</b>	<b>8/20/2025</b>	<b>Leblond, Jenny</b>				
			JL Mail Exp	Registered Mail	17.81	
			JL Adobe Exp	Purchase of Adobe Pro - 1 Year	352.42	370.23
<b>35087</b>	<b>8/20/2025</b>	<b>Leonard Peacock</b>				
			July 24/25	Memorial Plaque (Skelton)	75.00	75.00
<b>35088</b>	<b>8/20/2025</b>	<b>Linde Canada Inc</b>				
			50527411	Annual Cylinder Lease	313.89	313.89
<b>35089</b>	<b>8/20/2025</b>	<b>Mashinter, Amanda</b>				
			AM FD Exp	Reimburse Exp (Community Safet	90.00	90.00
<b>35090</b>	<b>8/20/2025</b>	<b>Ministry of Finance - Ontario</b>				
			382307251326087	May LSR OPP Policing Services	26,290.00	
			380608250911087	June LSR OPP Policing Services	26,290.00	
			381407251438261	Fire College Registration Fee (Jan	130.00	52,710.00
<b>35091</b>	<b>8/20/2025</b>	<b>NBPSDH</b>				
			Sept/25 Levy	September Levy Payment	2,482.83	2,482.83
<b>35092</b>	<b>8/20/2025</b>	<b>Novexco Inc</b>				
			93953223	Office Supplies	119.26	119.26
<b>35093</b>	<b>8/20/2025</b>	<b>Phinney, Les</b>				
			LP June 1-30/25	Remove Beavers x 4 (June 9,27,2	400.00	400.00
<b>35094</b>	<b>8/20/2025</b>	<b>Picard, Alexis</b>				
			AP Face Paint	Face Painting Services	150.00	150.00
<b>35095</b>	<b>8/20/2025</b>	<b>Reeder Web Design</b>				
			10346	3rd qtr payment (July-Sept)	154.08	154.08
<b>35096</b>	<b>8/20/2025</b>	<b>Smellies Copy &amp; Print Shop</b>				
			45994	Final Tax Notice Printing	1,641.82	1,641.82
<b>35097</b>	<b>8/20/2025</b>	<b>Sunbelt Rentals</b>				
			78692350-0001	Shop Supplies	3,761.17	3,761.17
<b>35098</b>	<b>8/20/2025</b>	<b>Tumber, Jacqueline</b>				
			JT Reg Exp/25	Reimburse Expenses	75.82	75.82
<b>35099</b>	<b>8/20/2025</b>	<b>ULINE Canada Corp</b>				
			16633311	Contractors Brooms	196.06	196.06
<b>35100</b>	<b>8/20/2025</b>	<b>Waste Connections of Canada</b>				
			7113-0000355945	July Admin Charge	11.30	
			7113-0000355615	July Recycle dump and return	15,490.61	15,501.91
<b>35101</b>	<b>8/20/2025</b>	<b>White's Wearparts Ltd</b>				
			0000147714	Serrated flat carbide blade	2,331.20	2,331.20
					Total Computer Cheque:	515,341.30
					Total AP:	515,341.30

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Bank Code - AP - GENERAL AP

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Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
3	7/7/2025	Special Event Sales				
		q64378-1		Marquee and Ratchet tent	5,881.10	5,881.10
4	7/11/2025	D.M. Wills Associates Ltd				
		28831		Landfill Monitoring	678.00	
		28832		Landfill Monitoring	2,683.75	3,361.75
5	7/11/2025	Fibernetics Corporation				
		747394		July Phone	33.89	
		747392		July Phone	33.83	
		747381		July Phone	95.92	
		747359		July Phone	39.48	
		747356		July Phone	186.33	389.45
6	7/11/2025	Joe Johnson Equipment				
		S23183		Parts and Repair	2,025.69	2,025.69
7	7/11/2025	Lake Country Office Solutions				
		111886		July Fax Service	33.90	33.90
8	7/11/2025	Telequip Systems Limited				
		TELEQIN133429		July Radio Usage	237.30	237.30
9	7/11/2025	Corporation of the Township Of Armo				
		ARM-25-98		June Hours / Mileage / Expenses	5,365.25	5,365.25
10	7/11/2025	TransCanada Safety				
		67816		Bunker Gear	2,825.00	2,825.00
11	7/29/2025	Currie Truck Centre				
		0592842P		Shop Supplies - Def Fluid	337.87	337.87
12	7/29/2025	Doane Grant Thornton LLP				
		NOR-78917		2024 Financial Statement Audit	2,905.23	2,905.23
13	7/29/2025	Lake Country Office Solutions				
		111701		June Photocopy Fees	337.10	337.10
14	7/29/2025	Muskoka Rent-All Huntsville				
		w44970		Power Equipment	39.55	
		f22331		July Finance Charge	1.00	40.55
15	7/29/2025	Pro Mac Equipment Ltd				
		001589		Cutting Tooth (Beaver and Carbide	2,693.56	2,693.56
16	7/29/2025	Trackmatics Inc.				
		43731 Trk4		July GPS Monitoring	72.13	
		43731 Trk6		July GPS Monitoring	72.13	
		43731 Trk 10		July GPS Monitoring	72.13	
		43731 Trk 11		July GPS Monitoring	72.13	
		43731 Trk12		July GPS Monitoring	72.14	
		43731 Grader		July GPS Monitoring	72.14	
		43731 BD		July GPS Monitoring	66.67	
		43731 FD		July GPS Monitoring	287.01	
		43731 Parks		July GPS Monitoring	110.74	
		43731 TS		July GPS Monitoring	66.67	963.89
17	8/14/2025	Agriculture Forestry Construction Inc.				
		7500		Oil change, lube and filter	1,945.89	1,945.89
18	8/14/2025	REV - Champion Commercial Products				
19	8/14/2025	Fibernetics Corporation				

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Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			751541	Monthly Phone Bill	33.83	
			751545	August Phone Bill	33.89	
			751528	August Phone Bill Kallio	95.92	
			751501	August Phone Bill	186.33	
			751504	August Phone Bill	39.48	389.45
20	8/14/2025	Lake Country Office Solutions				
			112375	July Photocopy Fees	314.96	
			112521	August Fax Service Fees	33.90	348.86
21	8/14/2025	REV - Mathews, Dinsdale, & Clark				
22	8/14/2025	Peterson, Bree				
		Aug 6 email		Repairs	200.00	200.00
23	8/14/2025	Telequip Systems Limited				
		TELEQIN133945		September Radio Usage	237.30	237.30
24	8/14/2025	Total Leasing (1996) Inc.				
		60708		Tractor and Votex Roadmaster Re	6,893.00	6,893.00
25	8/14/2025	TransCanada Safety				
		68911		Air Bank Service	2,276.76	2,276.76
26	8/14/2025	Trackmatics Inc.				
		43844 Trk 4		August GPS Monitoring	72.13	
		43844 Trk 6		August GPS Monitoring	72.13	
		43844 Trk 10		August GPS Monitoring	72.13	
		43844 Trk 11		August GPS Monitoring	72.13	
		43844 Trk 12		August GPS Monitoring	72.14	
		43844 Grader		August GPS Monitoring	72.14	
		43844 BD		August GPS Monitoring	66.67	
		43844 FD		August GPS Monitoring	287.01	
		43844 Trk 9		August GPS Monitoring	110.74	
		43844 TS		August GPS Monitoring	66.67	963.89
27	8/21/2025	Agriculture Forestry Construction Inc.				
		7625		Service and repair	1,041.72	
		7648		Hy-Gard Trans-Hyd/LTR	464.61	1,506.33
28	8/21/2025	Champion Commercial Products				
		593933 Reissue		Bulk packages of cable ties	2,232.65	2,232.65
29	8/21/2025	Lake Country Office Solutions				
		112717		Cisco Meraki Licence Renewal (3	1,998.73	1,998.73
30	8/21/2025	Mathews, Dinsdale, & Clark				
		492508 Reissue		Negotiations Re: File 19721-2	465.56	465.56
31	8/21/2025	Tatham Engineering Ltd				
		101673		Engineering Support Lions Rink	1,710.82	1,710.82
32	8/21/2025	Corporation of the Township Of Armo				
		ARM 25-114		July hours / mileage / expenses	5,125.23	5,125.23
33	8/21/2025	Waterloo Biofilter Systems				
		SVIN-022306		Annual Service Fee	625.88	625.88
					Total EFT:	54,317.99
					Total AP:	54,317.99

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Report Prepared for Council Meeting of September 11, 2025

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DATE OF COUNCIL MEETING	RES #	RESOLUTION	ACTION REQUIRED	STAFF	STATUS	NOTES/COMMENTS
May 22/25	2025-149	Transfer Station Updates	Notify Public of cessation of garbage pick up, adjust mill rate, obtain quotes for new vehicle	Jenny/Stefanie	in progress	
Mar. 17/25	2025-78	Post Recreation Events Community Development Position		Nicole	in progress	
Mar. 27/25	2025-93	Voting Methods	provide updated report with fees associated	Nicole	in progress	waiting on Vote By Mail pricing due to Canada Post negotiations outstanding
Mar. 27/25	2025- 94	Disposition of Land	Option 2 chosen	Jenny	in progress	
Apr. 17/25	2025-118	CEMC Alternate Report	Provide Council with monetary considerations, etc.	Paul, Nicole	in progress	working with other municipalities to look into shared services
June 12/25	2025-174	Direction from May 22 meeting	Staff to create flag policy and policy regarding Electronic Sign	Nicole	in progress	
July 10/25	2025-196	Dev. Policy re Years of Recognition	Develop Policy based on Councillor Input	Nicole to compile based on Council input	in progress	CAO/Clerk to receive input from individual council members via email

July 10/25	2025-197	Approve Fire Station Operation Updates	Update Fire Station Operation	Paul/Nicole	in progress	
July 10/25	2025-198	Contact Lakeland re EV Charging Stn	Contact Lakeland re funding	Nicole/Stef	in progress	Site visit set with Lakeland
June 12/25	2025-170	Producer Responsibility Transition Update	No longer p/u at ineligible properties	Jenny/Tom / PW to stop p/u as directed	in progress	
June 12/25	2025-171	Dedication of Boat Ramp - Jim Skelton	Obtain plaque, prepare policy	Nicole/Stef purchase plaque, Cindy/Stef/Nicole Policy	in progress	ordering full plaque now that construction is completed.
Aug. 14/25	2025-225	Paint Parking Lines	Advise contractor	Jenny/Tom	in progress	

## JOINT WASTE MANAGEMENT COMMITTEE

### MINUTES

August 27, 2025

Perry Township

#### Attendance

Board Members: Jim Hilt, Sean Murdy, Jill Sharer, Keven Beaucage

Absent: Jim Cushman, Paul Sowrey

Audience:

Staff: Kim Seguin, Secretary-Treasurer

The meeting was called to order at 6:05 pm by the Chair.

Pecuniary Interest: None were declared

The minutes of the May 28, 2025 meeting was reviewed, and it was;

**Moved by: Sean Murdy**

**Seconded by: Jill Sharer**

**Resolution 2025-014**

***Be it Resolved that the minutes of the May 28, 2025 meeting of the committee be approved.***

**Carried**

#### **Business Arising from the Minutes:**

N/A

The Bank Reconciliations for May, June and July 2025 for Kawartha Credit Union and Scotiabank accounts were reviewed, it was;

**Moved by: Keven Beaucage**

**Seconded by: Sean Murdy**

**Resolution 2025-015**

***Be it Resolved that the Kearney Perry Joint Waste Management Committee have received and reviewed the bank reconciliations for May, June and July 2025 for the Scotiabank and Kawartha Credit Union accounts.***

**Carried**

The bill payment list was presented, it was;

**Moved by: Keven Beaucage**

**Seconded by: Sean Murdy**

**Resolution 2025-016**

***Be it Resolved that the bill payment report as of August 25, 2025 in the amount of \$56,346.64 be approved.***

**Carried**

The Financial Report year to date as of August 25, 2025 was reviewed, it was

**Moved by: Keven Beaucage**

**Seconded by: Jill Sharer**

**Resolution 2025-017**

***Be it Resolved that the Kearney Perry Joint Waste Management Committee accept the year to date as of August 25, 2025 as presented.***

**Carried**

**New Business:**

The Report from the secretary-treasurer on the RFQ for the additional Clay required for the capping of Cell 1 was reviewed, it was

**Moved by: Keven Beaucage**

**Seconded by: Jill Sharer**

**Resolution 2025-018**

***Be it Resolved that the Kearney Perry Joint Waste Management Committee award the FRQ 2025-JWMC-01 Clay for Capping cell1 to Darren Neil & Sons Excavating Inc at the quoted price of \$73.00/m3 and that amounts over \$100,000 costs be funding from the closure reserve.***

**Carried**

Being that there was no further business, it was;

**Moved by: Sean Murdy**

**Seconded by: Keven Beaucage**

**Resolution 2025-019**

***Be it resolved that the Kearney Perry Joint Waste Management Committee does hereby adjourn at 6:16pm until the next regular meeting or at the call of the Chair.***

**Carried**

---

Jim Hilt Chairperson

---

Kim Seguin Recording Secretary

*These minutes are not official until reviewed and passed by the Committee.*



### **Staff Report**

**Staff Report No.** SR2025-53  
**Date:** September 11, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Tom Young, Public Works Superintendent  
**Subject:** Sand Lake Boat Ramp – Paving Request from Council

---

### **RECOMMENDATION**

THAT Council receive SR2025-53 and further direct staff to monitor the performance of the Sand Lake Boat Ramp and further Council will decide whether to pave the top portion at a later time.

### **BACKGROUND**

At the August 14, 2025 regular Council meeting, Council asked staff to look into the cost of paving the upper portion of the Sand Lake Boat Ramp.

### **ANALYSIS/OPTIONS**

The Public Works Superintendent is suggesting that Council holds off on paving the Sand Lake boat ramp to give it time to settle. The bottom of the lake where the new concrete ramp slabs are placed is a sand base. During different seasons water, ice & the sand base tend to move. Up on the land where the slabs meet the gravel, granite 5/8 crusher run was used. It packs very well and has great traction for vehicles. Over the next three seasons if the slabs move then we need the ability to reset them and if there is pavement abutting up to the slabs then it would make it difficult and more costly.

### **FINANCIAL IMPLICATIONS**

It would cost \$15,000.00 to pave this piece of the ramp and if the ramp needs to be fix then it would cost more to take it out and then repave it again.

### **CONCLUSION**

Currently, the gravel portion of the ramp is packed very tightly and working well. Giving the ramp a full year to settle is what the Public Works Superintendent is recommending before considering installing any hard top that may not be needed.

### **Prepared by:**

Tom Young





### **Staff Report**

**Staff Report No.** SR2025-54  
**Date:** September 11, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Tom Young, Public Works Superintendent  
**Subject:** Benefit of Front End Loader

---

### **RECOMMENDATION**

THAT Council receives SR2025-54 on the benefits of purchasing a front end loader.

### **BACKGROUND**

The Public Works Superintendent wants to share with Council the benefits of purchasing a front end loader.

### **ANALYSIS/OPTIONS**

Currently we only own a backhoe for loading trucks and to do this a ramp has to be made for the backhoe to reach high enough to load the trucks as it doesn't have the reach. In the winter months the trucks have screens on the boxes which makes them even higher, so a higher ramp needs to be made. Driving up a ramp to load trucks just adds to the risk of an accident. Our town is very long in length. There are times when the crew is working out one end of town, with the backhoe, and need material so now the backhoe must drive back to the yard or pit to load a truck or trucks with material then drive back to the job site. This takes up a lot of time and adds to the wear and tear of the backhoe.

Also, in the winter months this unit would be utilized for snow plowing and snow removal. This unit could move more snow faster, efficiently and safer than the backhoe. Currently when doing snow removal with the backhoe a ramp needs to be made using snow in the area so the backhoe can reach the box of the truck, again this is a dangerous practice. A loader has the proper reach for this task. A backhoe is a piece of equipment made to do construction tasks, a loader is made to do what its name says, load materials safely.

### **FINANCIAL IMPLICATIONS**

The Public Works Superintendent has sourced out a company that sells quality used construction equipment. This equipment is in fantastic condition and at very reasonable prices. Prices would range between \$175,000 and \$250,000 for a used front end loader. The town would save \$150,000 to \$250,000 purchasing used instead of new and still getting the same work completed.

### **CONCLUSION**

The Public Works Superintendent would like to Council to consider adding a front end loader to our fleet. This would be using the right piece of equipment for the right purpose and working more safely and efficiently.

### **Prepared by:**

Tom Young



### **Staff Report**

**Staff Report No.** SR2025-55  
**Date:** September 11, 2025  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Jenny Leblond, Treasurer  
**Subject:** 2025 Library Budget

---

### **RECOMMENDATION**

THAT the Council receives staff report SR2025-55, and further approve an increase of \$ 8,960.96 for the 2025 Library levy, and further ask that the library board formally request to Council the amount requested for the Town's portion each year.

### **BACKGROUND**

Multiple budget meetings were held with regards to the 2025 Capital and Operating Budgets. Council approved the 2<sup>nd</sup> draft of the Operating Budget on April 17<sup>th</sup> with a change of adding a summer student for the Transfer Stations.

The 2<sup>nd</sup> draft of the operating budget included the first amount that the Treasurer was given from the Library CEO. The Treasurer missed an email from the Library CEO March 28<sup>th</sup> indicating that the Library board had approved an increase for salaries.

The Library CEO brought it to the Treasurer's attention after receiving the 50% balance based on a levy of \$48,240 (approved budget). The library board approved their budget with a \$57,200.96 levy from the Town.

### **ANALYSIS/OPTIONS**

The Town usually has a surplus at the end of the year and this surplus should be able to cover the increase for 2025.

### **Prepared by:**

Jenny Leblond, Treasurer



### MEMO

Date: September 11, 2025  
To: Mayor, Deputy Mayor and Members of Council  
From: Jenny Leblond, Treasurer  
Subject: Lions Pavilion dedicated Reserve

---

Staff have been meeting with engineers to ascertain the options for restoring the Lions Pavillion. There will be more information coming to Council at a later date.

The Lion's Club is eager to start fundraising. They have met with the CAO/Clerk and Treasurer to go over fundraising ideas and processes. All fundraised dollars will come to the Town directly and be put into a dedicated reserve.

As this is early in the project and the Lions would like to start fundraising, the request to Council is to approve a dedicated reserve. There is no risk to Council creating this new reserve.

Staff recommend THAT the Council approve the creation of a second Lions Club Reserve specific for fundraised dollars to Restore the Lions Pavilion.

The Lions Club has started putting together posters for advertising the fundraising campaign.



# Memo

**Project:** Town of Kearney Official Plan and Zoning By-law Update

**File:** EcoVue Project No: 24-2095-20

**To:** Nicole Gourlay, CAO, Town of Kearney

**Prepared by:** Kent Randall, Principal, EcoVue Consulting Services Inc.

**Re:** Additional Project Costs

The following outlines cost overages related to the above-noted project as a result of scope changes. As you are aware, additional costs have been incurred related to additional consultation with the public and additional requirements from the Province.

As requested by Town staff, EcoVue has undertaken the following tasks outside of the work plan:

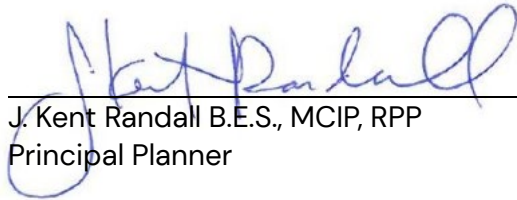
1. Additional Stakeholder Session (\$3,500) – the original budget had allotted one Stakeholder session to take place during the first phase of the project. It was determined that an additional session should take place to ensure that other stakeholders could be available to attend.
2. Extended Public and Council Engagement Sessions (\$3,500) – it was originally hoped that most public sessions could be grouped on the same day to avoid additional costs. However, it was determined that the open houses and engagement sessions should not be compressed in order to allow additional time for discussion. Furthermore, sessions that were held of the Strategic Plan were ultimately separated from the sessions for the OP/ZBL in order to avoid confusion with the public and focus the discussion.
3. Consultation with Province (\$3,000) – though an initial pre-consultation was budgeted with MMAH, the level of consultation was limited to a single meeting. Given the issues policies surrounding aggregates and at-capacity lakes, additional consultation and correspondence with various provincial ministries is necessary to provide a more comprehensive OP and to ensure the province is supportive of the proposed changes to the plan.

The resultant cost overages are \$10,000.00. As discussed, the project is approximately 90-95% complete, with an expected OP adoption in October and ZBL approval shortly thereafter, subject to additional work required to address any issues related to public consultation and/or provincial modifications and comments.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

**ECOVUE CONSULTING SERVICES INC.**

  
J. Kent Randall B.E.S., MCIP, RPP  
Principal Planner





8 Main St. Kearney, ON



(705) 636-7752



admin@townofkearney.ca

August 25, 2025

Dear Fire Marshal Jon Pegg,

On behalf of the Council of the Town of Kearney, I am writing to express our support for the concerns raised by the Township of Black River-Matheson regarding the mandatory firefighter certification requirements under Ontario Regulation 343/22.

At its meeting held on June 10, 2025, the Council of Black River-Matheson passed a resolution formally opposing the implementation of these requirements. While we fully recognize the importance of standardized firefighter training and safety, we share the concern that the regulation, as currently written, does not reflect the operational realities faced by small, rural, and northern municipalities.

Communities like ours rely heavily on volunteer and composite fire departments that are already challenged by:

- Geographic barriers and long travel distances to accredited training centres
- Inconsistent access to qualified instructors and flexible scheduling options
- Limited financial resources and competing capital demands
- Difficulty recruiting and retaining volunteers due to increased regulatory pressures

Without additional support, flexibility, or exemption mechanisms, the implementation of O. Reg. 343/22 will significantly hinder our ability to provide timely and effective fire protection services to our residents.

Accordingly, the Council of the Town of Kearney respectfully requests that the Office of the Fire Marshal and the Ministry of the Solicitor General:

1. Defer full implementation of the certification regulation for rural and northern municipalities
2. Provide exemptions or alternative compliance pathways tailored to the unique needs of small, remote fire services
3. Increase funding and training supports for municipalities outside major urban centres

We believe that a one-size-fits-all approach to firefighter certification will disproportionately impact communities like ours. A more flexible, consultative framework is urgently needed to ensure that all municipalities can meet safety standards without compromising service delivery.

We appreciate your attention to this matter and welcome the opportunity to participate in future consultations or working groups aimed at developing practical, inclusive solutions.

Sincerely,

Cheryl Philip

Mayor, Town of Kearney

## MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** is made as of the first (1<sup>st</sup>) day of January, 2026 (the "**Effective Date**").

BETWEEN:

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")**

- and -

**CORPORATION OF THE TOWN OF KEARNEY (the "COLLECTOR")**

**(collectively, the "Parties")**

**WHEREAS** AMS and the Collector entered into a Municipal & First Nations Materials Services Agreement (the "**Agreement**"); and

**AND WHEREAS** AMS and the Collector are mutually desirous of making changes to the Agreement.

**AND WHEREAS** this Amending Agreement replaces any prior amending agreement that may have been executed by the Collector.

**NOW, THEREFORE** in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

### **Article 1: Amendments to the Agreement**

- (a) **Effect of Amending Agreement.** The Agreement is modified only by the underlined provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.
- (b) **Recitals.** The Recitals in the Agreement are hereby removed and replaced with the following recitals:
  - A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation, O. Reg. 449/21 ("**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 or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.

- C. The HSP Regulation was amended by O. Reg. 558/24 to provide producers with additional flexibility to meet their obligations, including with respect to the provision of Collection Services that are readily accessible to the public.
  - D. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP under O. Reg. 449/21 as amended.
- (c) **Amendments Due to O. Reg. 558.24.** The following provisions are added to Article 2 of the Agreement:
- 2.3 In accordance with subsection 22(2)2.i of the HSP Regulation, respecting the commitment of the Collector to do the following in the calendar year, the Collector shall:
    - (a) establish and operate, at a minimum, the number of depots that Collector operated two calendar years prior to the then current calendar year; and
    - (b) provide, at a minimum, the number of events that were provided by Collector two calendar years prior to the then current calendar year.
  - 2.4 AMS acknowledges that the Collector has the right to make its own operational decisions provided that those operational decisions do not conflict with this Agreement or the HSP Regulation. As a result, the parties agree that Schedule “A” will be amended through written notice between the Collector and AMS from time to time to reflect, at minimum, the lesser of:
    - (a) the number of depots and events operated by the Collector two years prior to the then current calendar year; and
    - (b) the number of depots and events operated by the Collector during the then current calendar year.
- (d) **Amendments to Term.** The following changes are made to Article 6 of the Agreement:
- 6.1 This Agreement will commence on the Effective Date and its initial term will continue for five years until December 31, 2030. This Agreement will automatically renew for an additional five (5) years 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”.
- (e) **Amendments to Termination.** The following changes are made to Article 22.5(e) of the Agreement:
- 22.5 Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
    - (e) AMS, or any assignee or successor to AMS, ceases to provide services as a PRO.
- (f) **Amendments to Additional Conditions.** The following changes are made to Article 24.1 of the Agreement:



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 and to incorporate any amendments to the RRCEA, the HSP Regulation, and any procedures referenced therein.

- (g) **Changes to Schedule B – Payment for Collection Services.** Schedule B attached to the Agreement is hereby replaced with Schedule B attached to this Amending Agreement.

**Article 2: Miscellaneous**

- (a) This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (b) If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- (c) This Amending Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- (d) In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- (e) This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- (f) This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

***[the rest of this page is left intentionally blank]***

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

**AUTOMOTIVE MATERIALS STEWARDSHIP**

**CORPORATION OF THE TOWN OF KEARNEY**

**By:** \_\_\_\_\_

**Name:** David Pearce

**Title:** Executive Director

**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 Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).

## AMENDING AGREEMENT 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", notwithstanding that the minimum payment will be \$1,500.00 plus applicable taxes per year, 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, notwithstanding the minimum payment rate per event will be \$500.00 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, notwithstanding the minimum payment rate per event will be \$500.00 plus applicable taxes.
2. The payment rates incorporated in Section 1, excluding the minimum payment rates, are the payment rates effective in 2025 and will be adjusted on January 1 of each year starting January 1, 2026. The adjustment will be based on the Consumer Price Index (CPI) for Ontario (All Items) and will be calculated as follows:
  - (a) New payment rate = payment rate in the previous year x (1 + (percentage change in CPI/100)); where:
    - (i) percentage change in CPI = (current year CPI – previous year CPI)/(previous year CPI) x 100; and
    - (ii) each year's CPI is the published CPI on December 1<sup>st</sup> of the year prior.
3. Notwithstanding Sections 16.1 of the Agreement, AMS may increase a payment rate, as identified above, without requiring an amendment and the Collector will be notified of any such increase a minimum of fifteen (15) days in advance through written notice, as per Section 9.5.

**Product Care Association of Canada - Municipality Hazardous and Special Products Materials  
Services Agreement**

**THIS AGREEMENT** is made as of the 18<sup>th</sup> day of March, 2025.

BETWEEN:

**PRODUCT CARE ASSOCIATION OF CANADA  
("Product Care")**

- and -

**CORPORATION OF THE TOWN OF KEARNEY  
("Municipality")**

**collectively, the "Parties"**

**WHEREAS:**

- A.** Product Care operates extended producer responsibility programs in Canada on behalf of its industry members, pursuant to applicable regulations.
- B.** Product Care operates Ontario program(s) pursuant to the Hazardous and Special Products ("HSP") Regulation, O. Reg. 449/21 issued under the Ontario Resource Recovery and Circular Economy Act (RRCEA) for which Product Care is registered as a Producer Responsibility Organization (PRO) with Resource Productivity and Recovery Authority (RPRA).
- C.** This agreement succeeds and replaces the current Product Care – Municipal Industry Stewardship Plan (ISP) Materials Services Agreement between the Parties, dated October 1, 2021 (the "ISP Agreement") as of the Effective Date.
- D.** The Parties wish to enter into this Agreement, which describes the terms and conditions under which the Municipality will provide or arrange for certain collection and post-collection services to Product Care for the HSP material categories specified herein.

**NOW THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 either the *Resource Recovery and Circular Economy Act, 2016* (Ontario) 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 appendices, schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier, single-tier municipality or territorial district, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Collection Services;
- (c) **“Claims Submission(s)”** means submission to Product Care of data required to validate a claim for payment;
- (d) **“Collection Activities”** means all the activities agreed upon under this Agreement, including those conducted at Collection Events, Collection Sites, Toxic Taxi and PaintShare operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of HSP Materials, as applicable, prior to transportation away from the Collection Event or Collection Site;
- (e) **“Collection Event(s)”** means a service operated by or on behalf of the Municipality for the collection of HSP Materials in accordance with the requirements for collection events under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (f) **“Collection Services”** means the service types set out in section 2.2 and detailed in Appendix A;
- (g) **“Collection Services Guidelines and Standards”** means the compendium of information provided in Schedule “B” which describes minimum procedures for the safe handling of HSP Materials, including collection site requirements and procedures developed to assist the Municipality in managing the collection, storage and packaging of HSP Materials in a way that will minimize of the risk of personal injury and harm to the environment and which may be updated by Product Care from time to time pursuant to section 8.4 of this Agreement. A copy of the Collection Service Guidelines and Standards are also available on Product Care’s website at [Product Care Ontario Program Operational Standards - Product Care Recycling](#);
- (h) **“Collection Site(s)”** means the Municipality’s locations and facilities participating under this Agreement in the collection of HSP Materials, in accordance with the requirements for collection sites under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (i) **“Commingled Materials”** the HSP Materials and Non-Program Materials of similar characteristics and/or chemistries, as referenced in Schedule “B”, that can be safely packed together in the same collection container for transportation in accordance with the

Transportation of Dangerous Goods Regulation and any other applicable Legal Requirements;

- (j) **“CPI”** means the Consumer Price Index, as specified in Schedule “A”;
- (k) **“Effective Date”** means January 1, 2025 for the HSP Program;
- (l) **“Generator”** means the final user who generates the HSP Material waste;
- (m) **“Hauler”** means a Service Provider registered with RPRA and approved by Product Care for the transportation of HSP Materials in accordance with the requirements of the HSP Regulation;
- (n) **“Hazardous and Special Products” or “HSP”** has the meaning as set out in the HSP Regulation;
- (o) **“HSP Material(s)”** means end-of-life HSP designated by the Parties, as set out in section 2.1, for the purposes of this Agreement;
- (p) **“HSP Program”** means all activities that Product Care conducts as a PRO under the HSP Regulation including the collection and management system for HSP Materials;
- (q) **“HSP Regulation”** means the Ontario Hazardous and Special Products Regulation O. Reg. 449/21 made under the Resource Recovery and Circular Economy Act, 2016 as amended;
- (r) **“Lab Pack Factors”** means the proportion of HSP Materials for each category of Commingled Materials, as determined by the Lab Pack Audit pursuant to section 6;
- (s) **“Member Associations”** means the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association;
- (t) **“Non-Commingled Materials”** means the HSP Materials listed in Schedule “B” that must be and are packed separately for transportation as per the Packing Standards;
- (u) **“Non-Program Materials”** means any material other than HSP Materials;
- (v) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “B”;
- (w) **“Paints and Coatings”** has the meaning as set out in the HSP Regulation;
- (x) **“PaintShare”** means the service of making available and giving away free leftover Paints and Coatings in accordance with Product Care Collection Services Guidelines and Standards;
- (y) **“Pesticides”** has the meaning as set out in the HSP Regulation;
- (z) **“Post-Collection Services”** means the transportation of HSP Materials from Collection Events and Collection Sites, and the consolidation, sorting, weighing, processing, recycling, and safe disposal of waste and other post-collection waste management activities;
- (aa) **“Processor”** means a Service Provider registered with RPRA and approved by Product Care for the processing of HSP Materials in accordance with the requirements of the HSP Regulation;
- (bb) **“Product Care Portal”** means Product Care’s online system for uploading Claims Submissions;
- (cc) **“Producer Responsibility Organization” or “PRO”** has the meaning as set out in the HSP Regulation;

- (dd) **“Program Services”** means Collection Services and/or Post-Collection Services for HSP Materials;
- (ee) **“Service Provider”** means the Municipality, and/or a commercial party including Haulers and/or Processors that provide Program Services to Product Care or the Municipality as the case may be;
- (ff) **“Solvents”** has the meaning set out in the HSP Regulation;
- (gg) **“Supporting Documentation”** means invoices, bills of lading, manifests, or other such documents as may reasonably be required by Product Care for the validation of Claims Submissions; and
- (hh) **“Toxic Taxi”** means a direct pickup collection service for HSP Materials provided by the Municipality to households or businesses which is returned by the Municipality to a Collection Site.

## **2.0 HSP Materials and Collection Services**

- 2.1. The Municipality will provide Collection Services to Product Care for the HSP Materials marked with an “X” below:

<b>HSP Materials included in this Agreement are marked with an “X”</b>	<b>HSP Materials*</b>	<b>HSP Regulation Category</b>
X	Paints and Coatings	B
X	Pesticides	B
X	Solvents	B

\*includes aerosols of each of the HSP Materials subject to any container capacity limitations set out in the Regulation

- 2.2. The Municipality will provide the Collection Service types marked with an “X” below pursuant to this Agreement, for the HSP Materials, as further detailed in Appendix A:
- ☐ Collection Site
  - ☒ Collection Event
  - ☐ Toxic Taxi
  - ☐ PaintShare
- 2.3. Product Care appoints each of the Collection Services listed in Appendix A as an authorized service for of HSP Materials as set out in Appendix A.
- 2.4. In recognition of the consideration provided hereunder by Product Care to the Municipality, the Municipality hereby agrees to contract exclusively with Product Care (and not any other party) for the collection of HSP Materials during the Term of this Agreement at the Collection Services listed in Appendix A.
- 2.5. Either Party must give at least 90 days’ notice to remove a HSP Material collected at a Collection Service or to remove a Collection Service from Appendix A. The addition of a HSP Material to be collected at any Collection Service or the addition of any Collection Service to Appendix A requires mutual written approval.

- 2.6. Municipality will give written notice, via email, to Product Care at least two (2) business days prior to amending the Collection Services information relating to site names, operating hours, addresses and contact information outlined in Appendix A or information provided to Product Care pursuant to section 2.7 of this Agreement. Such amendments will be incorporated into this Agreement as an amendment.
- 2.7. Municipality will submit Collection Event details (e.g. specific location, date, time etc.) to Product Care for approval by April 30 of the calendar year in which the Collection Events will be held, utilizing the form provided by Product Care. Once approved by Product Care, which approval shall not be unreasonably withheld, the updated Collection Events information will be deemed to be incorporated into this Agreement as an amendment.
- 2.8. Product Care will provide to RPRA, in accordance with obligations under RRCEA Regulations, the information contained in Appendix A or any additional information required by RPRA for the purposes of compliance with regulatory requirements.
- 2.9. The Municipality is responsible for packing Commingled Materials and Non-Commingled Materials in accordance with Packing Standards set out in Schedule "B".
- 2.10. The Municipality will not charge Generators for HSP Materials received from them at Collection Services.

### **3.0 Post-Collection Services**

- 3.1. Subject to subsection 3.3, the Municipality shall utilize Service Providers, authorized by Product Care, for Post-Collection Services of HSP Materials.
- 3.2. Subject to subsection 3.3, the Municipality shall ensure that any Service Provider providing Post-Collection Services is registered with RPRA for the HSP Materials.
- 3.3. Upon ninety (90) days written notice, Product Care can require that the Post-Collection Services for HSP Materials be performed by a Service Provider selected by, contracted with, and paid by Product Care.
- 3.4. The Municipality may accept Non-Program Materials at Collection Services; however, the Municipality acknowledges and agrees that Non-Program Materials collected or accepted by the Municipality are the sole and exclusive responsibility of the Municipality.

### **4.0 Price and Payment**

- 4.1. The fees payable by Product Care to the Municipality as of the Effective Date pursuant to this Agreement are set forth in the Schedule A to this Agreement, subject to CPI adjustment, as set out in Schedule A.
- 4.2. Where the fees payable are based on weight, as set out in Schedule A, weights shall be based on the net scaled weights of the HSP Materials as determined by the Service Provider providing the Post-Collection Services. In the case of Commingled Materials, Lab Pack Factors will be applied to the net scaled weights to determine the weights of HSP Materials.
- 4.3. The Municipality agrees to accept payment by electronic funds transfer and will provide its bank account information to Product Care for this purpose. Payments shall be made in accordance with the terms set forth in the Schedule A.



- 4.4. The Municipality will provide any Supporting Documentation reasonably requested by Product Care to verify the accuracy of the Claims Submissions.
- 4.5. Post-Collection Services for Non-Commingled HSP Materials collected at Collection Sites will be paid directly to Service Providers by Product Care.
- 4.6. The Municipality shall provide thirty (30) days notice in writing to Product Care for a price change for Commingled Material Post-Collection Service for Collection Sites, providing evidence to Product Care of the price change, such as an invoice or schedule of contractual rates between the Municipality and the Service Provider. The Municipality shall follow its purchasing bylaw, if applicable, and conduct competitive bidding as appropriate and required.
- 4.7. Product Care has no obligation to pay and Municipality forfeits the right to payment for any Claim Submission for Program Services including associated Collection Services payments provided in a calendar year which is not received by Product Care within three (3) months of the end of that calendar year.

## **5.0 Term**

- 5.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2026 (the "Initial Term").
- 5.2. At the expiry of the Initial Term, this Agreement will automatically renew for successive renewal term (a "Renewal Term") of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "Term" of this Agreement.

## **6.0 Lab Pack Audit for Commingled Material**

- 6.1. Product Care will arrange a lab pack study (the "Lab Pack Audit") conducted annually by a qualified third party, with optional observation by representatives of the Member Associations at their discretion, that follows a methodology designed by Product Care with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the Lab Pack Factors of each Commingled Material to be paid by Product Care as set out in this Agreement;
- 6.2. Thirty (30) days prior to the end of the calendar year, Product Care will invite representatives from the Member Associations to a meeting hosted by Product Care with the purpose of sharing the Lab Pack Audit results and any changes to the resulting Lab Pack Factors to be applied in the following calendar year.

## **7.0 Title to HSP Materials**

- 7.1. To the extent permitted by applicable laws, the Party with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider. Any contract the Party may enter into with a Service Provider who is not party to this Agreement shall include a requirement with respect to

the acknowledgement by the Service Provider that the Service Provider shall have title to any HSP Materials while in the physical possession of that Service Provider. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to Product Care to claim the Collection Services and/or the weight of recovered resources of the HSP Materials collected at Collection Services, insofar as the right to claim the Collection Services and/or the weight of recovered resources are required to fulfill Product Care's PRO responsibilities under the HSP Regulation for the HSP Materials.

## **8.0 Product Care Policies, Standards and Guidelines**

- 8.1. The Collection Service Guidelines and Standards is set out in Schedule "B" of this Agreement.
- 8.2. The Municipality will use best efforts to comply with and will require that any of its Service Providers supplying Program Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Program Services.
- 8.3. Product Care may develop or propose amendments to, from time to time, policies, standards and guidelines relative to the provision of Program Services. Product Care will endeavour to provide sufficient time for review and comment on the proposed amendments.
- 8.4. Product Care will communicate any new or amended policies, standards and guidelines to the Municipality 60 days prior to implementing via the email address in section 16 and will post copies of such new or amended policies, standards and guidelines on Product Care's website.
- 8.5. The Municipality 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 Municipality provides such written notice either Party may exercise the termination provisions under section 25.4(a).

## **9.0 Promotion and Education**

- 9.1. Product Care shall be responsible for promotion and education activities for the HSP Program at its sole discretion and at its own expense.
- 9.2. Product Care shall not make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise except with the prior written consent of the Municipality or as provided in this Agreement.
- 9.3. Product Care may post Collection Services information and a link to the Municipality's website on the Product Care's website.
- 9.4. The Municipality may post the Collection Services, the Product Care Recycling logo and a link to <http://www.productcare.org/> and other necessary information on its waste management/recycling webpage at no cost to Product Care.
- 9.5. The Municipality will not charge Product Care for any promotion or education activities unless Product Care has agreed to such charges in advance in writing.
- 9.6. The Municipality must submit and will require its Service Providers to submit to Product Care draft copies of all publications using Product Care's name, trademarks and logos for advance approval in writing, which Product Care may withhold for any reason.
- 9.7. The Municipality will not engage in and will require its Service Providers to not engage in any

activity that may cause or be perceived to cause harm to Product Care or any brand owned by Product Care, such as Product Care Recycling.

#### **10.0 Indemnity and Insurance**

- 10.1. The Municipality shall indemnify, defend and save harmless Product Care, and its employees, directors, governors, officers, agents, subcontractors and affiliates (collectively, the “Product Care Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by Product Care and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
  - (a) the Municipality’s ownership and/or operation of the Collection Services;
  - (b) any action or omission of the Municipality, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of HSP Materials and Non-Program Materials; or
  - (c) any breach by the Municipality of the terms, conditions, requirements, representations and warranties of this Agreement.
- 10.2. The Municipality hereby releases the Product Care Indemnitees from and against any and all Claims which the Municipality may at any time have against the Product Care Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Product Care Indemnitees.
- 10.3. Product Care shall indemnify, defend and save harmless the Municipality, its council members, directors, officers, contractors, employees and agents (collectively, the “Municipality Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
  - (a) any action or omission of the Product Care, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of HSP Materials and Non-Program Materials; or
  - (b) any breach by Product Care of the terms, conditions, requirements, representations and warranties of this Agreement.
- 10.4. Product Care hereby releases the Municipality Indemnitees from and against any and all Claims which Product Care may at any time have against the Municipality Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Municipality Indemnitees.
- 10.5. The Parties hereby agree and acknowledge that Product Care has no responsibility whatsoever towards the Municipality for remediation of contaminants at the Collection Services or with respect to any migrating contaminants from the Collection Services, or to the Collection Services, be it before the Term, during the Term or after this Agreement terminates or expires.

- 10.6. Unless the Municipality self-insures, the Municipality will, during the term of the Agreement, maintain at its expense and/or require any Service Provider engaged by the Municipality to provide services on behalf of the Municipality pursuant to this Agreement to maintain at either the Municipality's or Service Provider's expense adequate insurance for its obligations under this Agreement, including the insurance coverage set out below:
- (a) comprehensive general liability coverage of a minimum of \$5,000,000 per occurrence, \$5,000,000 general liability; and
  - (b) any other normal insurances sufficient to carry out its obligations under this Agreement, (collectively, the "Insurance").
- 10.7. The Municipality shall include Product Care as an additional insured in the Insurance, unless otherwise confirmed by Product Care in writing.
- 10.8. If Product Care is added as an additional insured, the Municipality shall supply Product Care with a certificate of insurance evidencing Product Care as additional insured on an annual basis.
- 10.9. If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to Product Care upon the execution date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 10.10. Product Care shall:
- (a) include the Municipality as an additional insured on policies of insurance maintained by Product Care for environmental impairment liability and comprehensive general liability, but only in respect to liability arising from the negligence of Product Care at the Collection Services and subject to the obligations of the Municipality set out in Section 10.0; and
  - (b) require the insurers to give to the Municipality not less than 60 days' prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to the Municipality thereby.
- 10.11. The Municipality shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.

#### **11.0 Covenants of Product Care**

- 11.1. Product Care covenants, represents and warrants to Municipality that:
- (a) Product Care is a non-profit corporation validly existing under the laws of Canada;
  - (b) Product Care has the corporate power, capacity and authority to enter into and complete this Agreement;
  - (c) Product Care shall obtain at its own expense, any permits and licences which may be required for the performance of its obligations hereunder; and
  - (d) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by Product Care.
- 11.2. Product Care, in performing its obligations under the Agreement including any Program Services under this Agreement, shall comply and ensure that all Service Providers contracted by Product Care comply, at all times, with all applicable local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements.

## **12.0 Covenants of Municipality**

12.1. The Municipality covenants, represents and warrants to Product Care that:

- (a) the Municipality is an incorporated and/or an otherwise validly constituted entity in good standing and qualified to carry on business in the province where the Collection Services are located, and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) the licenses, permits, and any other authorizations required of Municipality or any of the Collection Services are, and shall be, in good standing during the term of this Agreement, including any that are specified in the Schedules;
- (c) the Municipality shall promptly provide written notice to Product Care if it receives any notice regarding any non-compliance or possible non-compliance with any Legal Requirements. On request from Product Care, the Municipality shall attend a meeting with Product Care to discuss such notice, actions taken and to be taken to address the notice, and any further risks of non-compliance of any Legal Requirements;
- (d) there are no pending or threatened actions, proceedings, investigations, prosecutions, or claims in respect of the Municipality or the Collection Services that relate to the presence of Contaminants at or released from the Collection Services or any other environmental matters relating to the Collection Services;
- (e) the Municipality shall perform its obligations under this Agreement in a safe and efficient manner and in compliance with all Legal Requirements and contractual terms applicable to, or in any way connected with or related to, the performance of its obligations under this Agreement;
- (f) Collection Service personnel are qualified and trained to perform the obligations of the Municipality under and in accordance with this Agreement;
- (g) Collection Service equipment is in good, working order;
- (h) other than representing (in the manner provided in this Agreement) that it is a Product Care authorized Collection Service(s) during the Term, the Municipality shall not state, claim or represent that it is owned or in any way related to Product Care; and
- (i) the Municipality acknowledges that it is an independent contractor supplying services to Product Care, and that it is not a subcontractor of Product Care, and that the Collector shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.
- (j) the Collection Service(s) is/are free of any pollutants, contaminants, deleterious substances, toxic substances or hazardous waste (collectively "Contaminants"), except in amounts that are permissible under the Legal Requirements, subject to any exceptions set forth in the Schedules to this Agreement;
- (k) there are no Contaminants being released onto the Collection Service(s) from adjacent properties or from the Collection Service(s) to adjacent properties, subject to any exceptions set forth in the Schedules to this Agreement;

12.2. The Municipality shall comply at all times, with all local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements applicable to the Collection Services, the operations of the Collection Services and the Municipality's activities, as amended from time to time in performing the Program Services under this Agreement, including Certificates of Approval and/or

Environmental Compliance Approvals, the requirements for Collection Services to qualify under the HSP Regulation, and the processing and disposal requirements of the collected HSP Materials under the HSP Regulation (collectively the “Legal Requirements”). The Municipality shall ensure that all Service Providers contracted by the Municipality to provide any Program Services comply with the Legal Requirements as required.

### **13.0 Audit**

- 13.1. Product Care (or a third-party acting on Product Care’s behalf) has the right, at its sole expense, to inspect and/or audit Municipality’s facilities and records in relation to the Program Services pursuant to this Agreement, upon prior written notice of at least ten (10) business days, which notice shall contain in reasonable detail the records or facilities Product Care wishes to review, including but not limited to:
- a. information relating to or required to verify invoices or Claim Submissions paid or payable to Municipality hereunder,
  - a. the protection of Confidential Information,
  - b. the compliance with the terms of this Agreement, or
  - c. information relating to or required to verify Collection Activities of HSP Materials, tracking, and exclusive allocation of Collection Services or credits to Product Care’s program.

### **14.0 Record Keeping**

- 14.1. Municipality will maintain all Supporting Documentation, data, records, documents, and any other information relating to the Program Services pursuant to this Agreement for the longer of: (i) five years; and (ii) the amount of time required by law.

### **15.0 Assignment**

- 15.1. The Municipality shall provide Product Care with at least ninety (90) days notice if any of its rights or obligations under this Agreement are subcontracted or assigned to any other party.

### **16.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either Product Care or the Municipality, will be in writing and sufficiently given if delivered personally, by e-mail, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Product Care will be delivered to:

President  
Product Care Association of Canada  
420-2238 Yukon Street,  
Vancouver, BC, V5Y 3P2  
Email: [contact@productcare.org](mailto:contact@productcare.org)

Notices to the Municipality will be delivered to:

Clerk Administrator  
CORPORATION OF THE TOWN OF KEARNEY  
8 Main St, PO Box 38, Kearney, ON, Canada, P0A 1M0  
brenda.fraser@townofkearney.ca

Any such notice if delivered personally, by e-mail or by other electronic means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail or other tested and agreed upon 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 (5th) 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.

**17.0 No Partnership or Joint Venture**

- 17.1. 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 Municipality is an independent contractor.

**18.0 Severability**

- 18.1. 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.

**19.0 Amendment and Waivers**

- 19.1. 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.

**20.0 Further Acts**

- 20.1. 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.

**21.0 No Third Party Beneficiaries**

- 21.1. 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.

## **22.0 Counterparts and Facsimile**

- 22.1. 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.

## **23.0 Force Majeure**

- 23.1. 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.

## **24.0 Dispute Resolution**

- 24.1. The parties to this Agreement agree to the following steps to address any issues arising in regard to the interpretation or application of the Agreement:
- (a) discussion between manager of Product Care and the Municipality;
  - (b) If necessary, escalation of discussion to Product Care senior staff;
  - (c) If necessary, escalation of discussion to Product Care board; and
  - (d) If necessary, undertaking legal proceedings including the option of mediation or binding arbitration with the consent of the parties.

## **25.0 Termination**

- 25.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or Product Care (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 timeline is acceptable and, if it is, the revised timeline to remedy such breach will apply.
- 25.2. Subject to section 26, 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.
- 25.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 25.1 & 25.4, 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.

- 25.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by Product Care as per section 8.5;
  - (b) Product Care ceases operations as a PRO for HSP Materials; or
  - (c) the other party becomes bankrupt or insolvent or if it takes any measures under the Bankruptcy and Insolvency Act or any other similar legislation, or if the other party discontinues its business for any reason.

#### **26.0 Survival**

- 26.1. Sections 10.1, 10.2, 10.3, 10.4, 10.5, 25.2 and 31 of this Agreement will survive termination or expiry and continue in full force and effect.

#### **27.0 Entire Agreement**

- 27.1. 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.

#### **28.0 Headings for Convenience Only**

- 28.1. 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.

#### **29.0 Governing Law**

- 29.1. 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.

#### **30.0 Legislation References**

- 30.1. 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.

#### **31.0 Confidentiality**

- 31.1. 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"), the Municipality will at all times treat Schedule "A" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, the Municipality will inform Product Care of any request made of Municipality 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 Product Care to Municipality so that Product Care will have an

opportunity to make representations to Municipality with respect to the proposed disclosure.

**32.0 Rights and Remedies**

- 32.1. 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.

**33.0 Independent Legal Advice**

- 33.1. Each Party acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

**34.0 Enurement**

- 34.1. This Agreement shall bind and benefit each of the Parties, including their respective successors and permitted assigns.

**35.0 Appendices and Schedules**

- 35.1. Appendix "A" and Schedules "A" and "B" are attached hereto and incorporated in and form part of this Agreement.

**36.0 Time**

- 36.1. Time is of the essence to this Agreement.

**37.0    Language**

- 37.1.    The parties have agreed to draft this Agreement in English. Les parties ont consenti à rédiger ce contrat en langue anglaise.

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

**PRODUCT CARE ASSOCIATION OF CANADA**

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

Brian Bastien, President

**CORPORATION OF THE TOWN OF KEARNEY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix A

### Collection Services

Table 1: Collection Sites

Collection Site Name	Collection Site address including postal code	Community (Local Municipality or Territorial District according to RPRA's list)	Operating hours	PaintShare	Site Contact Name	Tel	Email	Paint	Pesticide	Solvent
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 2: Collection Events\*

# of Collection Events	Community (Local Municipality or Territorial District according to RPRA's list)	Paint	Pesticide	Solvent	PaintShare
2	Kearney	X	X	X	N/A

\* Municipality shall submit event details to Product Care in accordance with section 2.7 of this Agreement.

Table 3: Toxic Taxi

Community (Local Municipality or Territorial District according to RPRA's list)	Paint	Pesticide	Solvent
N/A	N/A	N/A	N/A

Initials	Date

## SCHEDULE “A”

<b>Province</b>	Ontario
<b>Stewardship Program Name</b>	Hazardous and Special Products

1. Price and Payment (s. 4.1, s. 4.2, s. 4.3, s. 4.4 and s. 4.6 of Agreement)
  - 1.1. Pursuant to section 4.1 of the Agreement, the fees payable to the Municipality by Product Care, during the Term of this Agreement, are as set out below, for Collection Services and Post-Collection Services provided in accordance with the Agreement and Collection Services Guidelines and Standards.

- 1.1.1. For Collection Services at Collection Sites, Product Care will pay the Municipality an amount per kilogram for the weight, as determined pursuant to section 4.2, of HSP Materials received at Collection Sites, including the HSP Materials collected by Toxic Taxi, as set out in Table 1.

<b>Table 1: Rates for Collection Sites listed in Appendix A for HSP Materials</b>		
<b>Collection Services provided for:</b>	<b>Per Unit</b>	<b>Rate</b>
Paints and Coatings	Kilogram	\$ N/A
Pesticides	Kilogram	\$ N/A
Solvents	Kilogram	\$ N/A

- 1.1.2. The pricing for Post-Collection Services for Commingled Materials received at Collection Sites is as set out in the Product Care Portal and subject to change pursuant to section 4.6 of this Agreement. Lab Pack Factors will be applied to the Post-Collection Service pricing of Commingled Materials received at Collection Sites to determine the amount payable by Product Care to the Municipality for Post-Collection Services of HSP Materials.

- 1.1.3. For Collection Services and Post-Collection Services for Collection Events, Product Care will pay the Municipality an amount per kilogram for the weight, as determined pursuant to section 4.2, of HSP Materials received at Collection Events as set out in Table 2.

<b>Table 2: Rates for Collection Events listed in Appendix A for HSP Materials</b>		
<b>Collection Services and Post-Collection Services provided for:</b>	<b>Per Unit</b>	<b>Rate</b>
Paints and Coatings	Kilogram	\$ 1.56
Pesticides	Kilogram	\$ 2.21
Solvents	Kilogram	\$ 1.94

Initials	Date

- 1.1.4. No fees are payable for the HSP Materials delivered to a Collection Site by Toxic Taxi except for the fees set forth in s.1.1.1 of this Schedule.
- 1.1.5. Product Care will pay the Municipality an amount per container, as set out in Table 3, of Paints and Coatings that was given away to residents in accordance with the PaintShare procedures set out in Schedule B.

<b>Table 3: Rates for PaintShare at Collection Services listed in Appendix A</b>		
<b>PaintShare:</b>	<b>Per Unit</b>	<b>Rate</b>
Paints and Coatings	Container	\$ N/A

- 1.2. Pursuant to sections 4.3 and 4.4 of the Agreement, payments, pursuant to s. 1.1.1 of this Schedule:
  - 1.2.1. for Non-Commingle Material will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal provided by the Service Provider for Post-Collection Services of the Non-Commingle Materials transported from the Collection Site.
  - 1.2.2. for Commingle Material will be paid within thirty (30) days after the approval of the Municipality's Claim Submission in the Product Care Portal for Post-Collection Services of Commingle Materials transported from the Collection Site.
- 1.3. Pursuant to sections 4.3 and 4.4 of the Agreement, in order to receive payments, pursuant to s. 1.1.2, s. 1.1.3 and s. 1.1.5 of this Schedule, the Municipality must upload a Claims Submission via the Product Care Portal including the Supporting Documentation. Payment will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal.
- 1.4. Claims Submissions required of the Municipality must be submitted to Product Care via the Product Care Portal within sixty (60) days of the date HSP Material was transported from the Collection Sites and Collection Events or in the case of PaintShare must be submitted within 30 days of the month end.
- 1.5. Product Care will review Claim Submissions received from the Municipality within thirty (30) days of the Claim Submission date and either approve, if Product Care determines the Claim Submission to be correct and accurate, or notify the Municipality of any deficiencies.
- 1.6. The Parties acknowledge that all claims and payments are subject to review and remediation if errors or omissions are subsequently detected.

Initials	Date

2. One-time retroactive payment for 2024 HSP Collection Services
  - 2.1. In addition to the payments set forth in section 1 of Schedule A, Product Care agrees to pay to the Municipality a one-time supplementary retroactive payment in the amount of four percent (4%) of the amount paid by Product Care to the Municipality for Collection Services performed in the calendar year 2024 in relation to HSP Materials.
  - 2.2. The supplementary retroactive payment amount shall be determined by Product Care with reference to the payments made by Product Care for Collection Services for the applicable HSP Materials for the 2024 calendar year as follows:
    - 2.2.1. in the case of Depot Collection Services, pursuant to the agreed “Hourly Rates” and “Total Reimbursable Hours” as set forth in Schedules “B” and “C” of the ISP Agreement, and
    - 2.2.2. in the case of Event Collection Services, pursuant to the “\$/tonne rate” as set forth in Schedule “C” of the ISP Agreement.
  - 2.3. The supplementary retroactive payment shall be payable within sixty (60) days of the execution of this Agreement, subject to any verification reasonably required by Product Care.
  
3. CPI adjustment (s. 4.1 of Agreement) in Renewal Terms
  - 3.1. The rates set out in Tables 1 and 2 of this Schedule A will be adjusted on the first day of each Renewal Term by the percentage change of the Statistics Canada Consumer Price Index (CPI) for Ontario (All Items), for the most recent 12 month period as published by Statistics Canada as of December 1 of the calendar year prior to the Renewal Term.
  - 3.2. Statistics Canada citing link for the publication of the CPI for Ontario (All items): [Consumer Price Index by geography, all-items, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit](#)
  - 3.3. The following graphic, showing the “Percentage change” of 1.8% for the 12 month period November 2023 to November 2024, is obtained from the Statistics Canada citing link set forth in s. 3.2 of this Schedule and is for illustrative purposes only to provide clarity as to the location and presentation of the referenced CPI calculation, and the information in the graphic is not binding on either party.

Geography	Ontario ( <a href="#">map</a> )				
Products and product groups <sup>3,4</sup>	November 2023	October 2024	November 2024	October 2024 to November 2024	November 2023 to November 2024
	2002=100			Percentage change	
All-items	160.6	163.5	163.5	0.0	1.8

Initials	Date

## **SCHEDULE “B”**

### **Ontario Hazardous and Special Products (HSP)**

#### **Collection Services Guidelines and Standards**

**Effective: January 1, 2025**

#### **Background**

O. Reg. 449/21 Hazardous and Special Products (HSP Regulation) came into effect October 1, 2021. The HSP Regulation can be viewed [at O. Reg. 449/21 HAZARDOUS AND SPECIAL PRODUCTS | ontario.ca](#)

Product Care is registered with Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation. Product Care operates as a PRO for Paints and Coatings, Pesticides and Solvents and contracts with municipalities and service partners for the collection, transportation and processing of HSP Materials.

#### **Purpose**

The Collection Services Guidelines and Standards define the minimum operating requirements to qualify as a Product Care collection site or collection event for HSP Materials.

DISCLAIMER: To the extent that there is any conflict between the Product Care Collection Services Guidelines and Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site or collection event operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the Product Care standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site or collection event operator is required to comply with the Product Care standards as well as with applicable laws and regulations.

#### **Who These Standards Apply to:**

For the purposes of these standards, a collection operator means the municipality and/or its service provider operating an approved collection site or collection event from which a Product Care approved transporter will pick up HSP Materials and transport them to a Product Care approved processor.

#### **Enforcement of these Standards**

Collection operators shall provide Product Care with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of Product Care. Product Care may verify information provided by collection operators, either directly or through a third party acting on its behalf. Please note that all parties retained by Product Care to verify compliance, acting on behalf of Product Care, shall be bound by confidentiality agreements.



## 1. General Requirements

Collection operators shall:

- 1.1 Possess a valid business license if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable federal, provincial or municipal legislation, regulation, bylaws, and approvals, including but not limited to:
  - In possession of and in compliance with all terms in their Ministry of Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;
  - In compliance with O. Reg. 449/21: Hazardous and Special Products
  - In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
  - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Meet the HSP regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
  - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to Product Care of any fines or regulatory orders in the previous five years that relate to HSP Materials collected under agreement with Product Care and, going forward, within 60 days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with Product Care.

## 2. Occupational Health and Safety

Collection operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
  - *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*; and
  - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
  - Providing regular documented health and safety training;
  - Providing and enforcing the correct use of personal protection equipment; and
  - Safeguarding hazardous mechanical processes.

## 3. Staff Training

Collection operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack HSP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A below).
- 3.3 Train staff to differentiate between HSP Materials that are eligible for collection services under the HSP Regulation and those that are not (refer to Appendix A below).
- 3.4 Update staff training based on any changes made to the Collection Services Guidelines and Standards.
- 3.5 Document and maintain records of staff training.

## 4. Waste Packing Protocols

Collection operators shall:

- 4.1 Pack waste according to the Ontario waste classes, TDGA, and Product Care Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:
  - In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

- Have the ability to receive waste HSP Materials from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
  - Have reasonable 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 HSP Materials; and
  - Have reasonable security measures in place to prevent HSP Materials from being tampered with by anyone at the site or at unauthorized times.
- 4.3 HSP Materials must be packed in an approved UN container<sup>1</sup>, a Transport Canada Equivalency Certificate or Product Care approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the collection operator's Environmental Compliance Approval or Certificate of Compliance storage requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, 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.
- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums, Gaylords or other approved container for a given waste class.
  - Contamination levels in transport containers will be monitored by Product Care or by its authorized agent through random sampling. Collection operators may be required to take corrective action if contamination allowances are exceeded. Product Care reserves the right to apply a financial penalty to collection operators who exceed the contamination allowance or revoke the collection site or collection event approval status if corrective action is not taken as reasonably requested by Product Care.

<sup>1</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

## 5. PaintShare Standards and Guidelines

A unique feature of Product Care's paint stewardship program is PaintShare, where leftover paint collected at municipal collection sites is offered free of charge to residents. Along with being the most cost-effective and energy-efficient alternative for handling leftover paint, PaintShare puts paint where it belongs – on buildings, walls, and fences – and diverts it away from our sewers and landfills. Leftover paint is given away on an as-is, as-available basis.

### Eligible Paints and Coatings for PaintShare

Eligible container sizes for the program will be 3.78L cans and 18.9L pails, which must be at least half-full. Municipalities may choose to make smaller container sizes available through their program, but they will not be compensated by Product Care for these other sizes. Product Care recommends that municipalities use the following guidelines to assess which items qualify under the PaintShare program:

- The product is clearly a paint/stain/coating material
- The product is in its original container and the original label is intact
- The container is in good condition with no large dents, no exterior damage or no significant exterior rust
- There is no mold growing on the outside of the container
- Based on available information, contents inside the container are not contaminated, sludge or solidified (Note: municipalities are **not** expected or encouraged to open containers; however a municipality can easily determine if materials have solidified with a gentle shake of the container)
- Container contents are at least ½ full
- The container size is equal to or greater than 3.78L and equal to or less than 18.9L
- The product is not an aerosol (aerosols are not included in the PaintShare program)

### PaintShare Facilities, Operation and Sorting

Product Care does not dictate or require specific space and facility requirements. Facility and operational decisions will be left to the municipality. However, PaintShare services must meet the program Collection Services Guidelines and Standards. Municipalities may operate PaintShare year-round, seasonally or intermittently. Product Care will not prescribe sorting and shelving requirements and will leave this up to the discretion of the municipality.

### Liability

Product Care will not make specific liability requirements on behalf of municipalities. Product Care is not responsible for any harm or damages that may occur from the management, operation and/or reuse of paints and coatings under the PaintShare program. Product Care recommends municipalities utilize a liability waiver and clearly communicate to the public that materials reused through the PaintShare program are used at the residents' own risk and are provided on an as is, as available basis. It is up to the municipality to decide the necessary liability requirements for the PaintShare they manage and operate.



### Tracking and Reporting

Paints and coatings in the PaintShare stream must be accurately tracked by municipalities and reported to Product Care in the Product Care Portal.

On-site tracking for PaintShare may be achieved in a number of ways based on the collection site set up; however, every municipality participating in the PaintShare program must complete the [PaintShare Reporting Form](#) and provide sufficient supportive documentation from the collection site so that Product Care can accurately validate and verify monthly claims. Supportive documentation may vary from municipality to municipality. It is important that the municipality and Product Care discuss the on-site tracking method in advance to ensure that claims can be validated. Supportive documentation could include:

- Forms completed by the resident or municipal staff which account for the amount of material given away through the PaintShare program in a given month
- A tracking log of what is put out for PaintShare and what is taken away for the month
- A tracking log which weighs PaintShare material in and out of the site monthly

The [PaintShare Reporting Form](#) is designed to summarize PaintShare claims for each site as well as provide a standard conversion for all municipalities between containers and kilograms which are both required in the Product Care Portal.

INITIALED BY MUNICIPALITY: \_\_\_\_\_

## Appendix A –HSP Materials Packing Standards

Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
<b>Aerosols - 331</b>  UN 1950	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes paints and coatings, pesticides and solvents managed through Product Care's HSP program and other aerosol waste not managed through Product Care's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form.</li> </ul>	<ul style="list-style-type: none"> <li>Pressurized containers (refillable or non-refillable)</li> <li>Fire extinguishers (including in aerosol format)</li> <li>Inhalers</li> <li>Hair Spray</li> <li>Insect Repellent</li> </ul>	
<b>Miscellaneous Waste Organic Chemicals - 263</b> (for pails: 211, 212, 213)  UN 1992, 1993	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes solvents managed through Product Care's HSP program and other chemical wastes that are not managed through Product Care's HSP program.</li> <li>Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers.</li> </ul>	<ul style="list-style-type: none"> <li>Paints and coatings</li> <li>Driveway and roof sealants</li> <li>HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.</li> </ul>

<b>Paints, Stains and Coatings - 145</b>	<b>Non-Commingled</b> 2	<ul style="list-style-type: none"> <li>• Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications</li> </ul> <p><b>Note:</b> Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> <li>• Non-aerosol paints intended for automotive or industrial applications or crafts</li> <li>• Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada),</li> <li>• Stuccos and spackling compounds,</li> <li>• Polishes and waxes,</li> <li>• Caulking and sealants, or</li> <li>• Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>• Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.</li> </ul>
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<p><b>Pesticides - 242</b> UN 2902,2903, 2588.</p>	<p><b>Commingled<sup>1</sup></b></p>	<ul style="list-style-type: none"> <li>• A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation</li> </ul>	<ul style="list-style-type: none"> <li>• Insect repellents intended for personal use.</li> <li>• Sanitizers, disinfectants and antimicrobial products.</li> <li>• Pool chemicals.</li> <li>• Diatomaceous earth.</li> <li>• Pet products.</li> <li>• Ant traps.</li> <li>• Products regulated under the Food and Drugs Act (Canada).</li> <li>• Insecticidal soaps.</li> <li>• Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada).</li> <li>• Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>• Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.</li> </ul>
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<sup>1</sup> - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses Lab Pack Factors from audits conducted on its behalf to calculate its financial obligations to municipalities and its collection performance for reporting purposes.

<sup>2</sup> - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: \_\_\_\_\_



## SAVE THE DATE

MSO-North (Sudbury)  
Ministry of Municipal Affairs and Housing

### 2025 Northeast Municipal Council Workshop

**Date:** October 21, 2025 (8:45 am to 4:30 pm) and October 22, 2025 (8:45 am to 4:15 pm)

**Location:** Lionel E. Lalonde Centre, Greater Sudbury (Azilda) – In Person Only

**Registration:**

#### *Agenda:*

The Municipal Services Office-North in Sudbury is pleased to invite you to a two-day training workshop where members of council and staff from across northeastern Ontario will come together to hear from experts and each other on relevant and timely topics. Sessions will cover a range of essential learning on municipal governance, finance, land use planning and affordable housing issues. Please mark your calendars with the date of this event as you don't want to miss out.

#### *Who Should Attend:*

This two-day session will be of interest to both experienced municipal council and staff and those who are newer to municipal governance and operations.

#### *Why attend:*

We are arranging an impressive list of guest speakers with significant municipal knowledge and leading practices to share. Participants will engage with and hear about experiences and approaches to common challenges. Attendees will leave the workshop with a greater understanding of how to tackle current municipal issues and govern effectively and democratically.

#### *Registration:*

Feel free to register at anytime using this link: [Registration Form](#)

***Payment information:***

**Payment:** A \$80.00 (cheque only) registration fee includes lunch. Make cheque payable to the Minister of Finance.

**Mail to:** Ministry of Municipal Affairs and Housing, 159 Cedar Street, Suite 401, Sudbury ON, P3E 6A5

**Payment date:** Payment shall be made no later than October 10th, 2025.

***Inquiries:***

**Municipal Services Office – North (Sudbury)**

Enrique Paraco, Municipal Advisor  
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Phone: 705-280-0641

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August 13, 2025

Honourable Greg Rickford  
Minister of Northern Development  
Suite 400  
160 Bloor Street  
Toronto, ON M7A 2E6

Dear Hon. Greg Rickford:

This is Resolution No. 2025-279 which was passed by Council at its Regular Meeting held Tuesday, August 12, 2025.

Resolution No. 2025-279:

"Whereas the Northern Ontario Resource Development Support (NORDS) pilot program was introduced to help Northern Ontario municipalities address infrastructure pressures resulting from natural resource sector activities;

And Whereas the program has been well received and has allowed municipalities, such as the City of North Bay, to strategically accumulate multi-year allocations in order to support large-scale infrastructure initiatives critical to community development and economic growth;

And Whereas the City of North Bay recognizes the importance of modern, safe, and efficient infrastructure to support economic growth and industrial competitiveness;

AND WHEREAS the Seymour Street Widening project from Station Road to Wallace Road, including a signalized intersection, is a critical continuation of the intersection improvement at Hwy 11/17 and Seymour Street, directly supporting a high-value industrial zone;

And Whereas this arterial corridor enables key sectors such as mining, forestry, construction, and manufacturing to receive and ship goods efficiently, impacting markets provincially and beyond;

And Whereas the updated total Seymour Street Widening project budget of approx. \$11 million includes contributions from multiple funding programs such as NORDS (\$2 million) and OCIF (\$4,259,448).

Therefore Be It Resolved That the Council of the City of North Bay strongly urges the Government of Ontario to make the Northern Ontario Resource Development Support (NORDS) program a permanent fixture of its support to Northern municipalities;

And Further Be It Resolved That the Province consider expanding program eligibility to recognize the significant impact that agricultural equipment and operations have on municipal infrastructure, particularly in rural communities;

And Further Be It Resolved That the Council of the City of North Bay formally supports the principle of stacking (accumulating) funding from multiple grant and infrastructure programs to advance strategic capital works, such as the Seymour Street Widening project, and requests continued flexibility from higher levels of government to enable effective financial planning and timely delivery of large-scale municipal infrastructure initiatives;

And Further Be It Resolved That a copy of this resolution be forwarded to the Minister of Northern Development, the Minister of Agriculture, Food and Agribusiness, the Minister of Infrastructure, the Minister of Natural Resources, Nipissing MPP Victor Fedeli, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipal Association (ROMA) and all Northern Ontario municipalities for their awareness and support."

Yours truly,



Veronique Hie  
Deputy City Clerk

VH/ck

cc: Minister of Agriculture, Food and Agribusiness  
Minister of Infrastructure  
Minister of Natural Resources  
Nipissing MPP, Victor Fedeli  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
Northwestern Ontario Municipal Association (NOMA)  
Rural Ontario Municipal Association (ROMA)  
Northern Ontario Municipalities



# CORPORATION OF THE TOWNSHIP OF ARMOUR

## RESOLUTION

Date: August 12, 2025

Motion # 248

WHEREAS Ontario's Family Health Teams provide team-based healthcare which is critical to our communities;

AND WHEREAS healthcare in Ontario is publicly funded;

AND WHEREAS municipalities invest significant additional public/taxpayer money in support of Family Health Teams and other healthcare-related organizations, including supports for primary care recruitment, healthcare facilities, and additional community healthcare needs;

AND WHEREAS the governance models for Family Health Teams in Ontario do not follow mandatory standards;

AND WHEREAS governance models are designed to ensure appropriate representation, transparency, and guardrails with respect to potential conflicts of interest for the organizations they represent;

AND WHEREAS many boards of Family Health Teams are not balanced in terms of representation from the communities and municipalities that they cover;

AND WHEREAS the lack of a standard and balanced governance model means that the needs of the local communities are not necessarily fully represented;

AND WHEREAS the province is directing the Primary Care Action Team (PCAT), through Dr. Jane Philpott, to ensure connected and convenient healthcare across the province;

AND WHEREAS Family Health Teams are crucial in the delivery of the mandate of PCAT;

NOW THEREFORE BE IT RESOLVED THAT The Council of the Township of Armour urges the Province of Ontario to implement a standard and mandatory governance model for the boards of Family Health Teams across the province, which ensures that community members make up 50% of the overall board membership to ensure appropriate representation for the communities which use and support healthcare in their local area;

AND THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier and Minister of Health; Dr. Jane Philpott, Chair of the Primary Care Action Team; the Association of Municipalities of Ontario (AMO); the Association of Family Health Teams of Ontario (AFHTO); and all municipalities in Ontario.

Moved by: Blakelock, Rod ☐  
Brandt, Jerry ☒  
Haggart-Davis, Dorothy ☐  
Ward, Rod ☐  
Whitwell, Wendy ☐

Seconded by: Blakelock, Rod ☐  
Brandt, Jerry ☐  
Haggart-Davis, Dorothy ☒  
Ward, Rod ☐  
Whitwell, Wendy ☐

Carried / Defeated

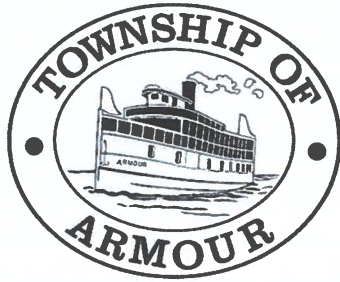
*R*

Declaration of Pecuniary Interest by:  
Recorded vote requested by:

Recorded Vote:

Blakelock, Rod  
Brandt, Jerry  
Haggart-Davis, Dorothy  
Ward, Rod  
Whitwell, Wendy

For	Opposed
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>



## DISTRICT OF PARRY SOUND

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### *Mayor's Report – Governance of Family Health Teams*

To: Members of Council  
From: Rod Ward, Mayor  
Date: August 12, 2025

#### **Subject: Support for Standardized Governance Models for Family Health Teams**

Family Health Teams are a vital part of Ontario's healthcare system, particularly in rural and underserved communities like ours. These teams provide collaborative, team-based care that improves patient outcomes and relieves pressure on hospitals and emergency services.

Our municipality, like many others across the province, continues to invest local taxpayer dollars to support healthcare delivery — through physician recruitment efforts, infrastructure, and other community health initiatives. However, despite this investment and our community's reliance on these services, municipal and community voices are often underrepresented on the boards that govern Family Health Teams.

Currently, there is no mandatory governance framework for these boards, which has led to inconsistent representation and, in some cases, governance structures that do not reflect the communities they serve. This can lead to decisions being made without sufficient local input, oversight, or accountability.

The attached resolution calls on the Province of Ontario to implement a standardized and mandatory governance model for Family Health Teams, requiring that at least 50% of board members be community representatives. This would help ensure local interests are considered in decision-making, and strengthen transparency and trust in our healthcare system.

I recommend Council's support for this resolution and the forwarding of it to the appropriate provincial bodies and municipal partners.

Sincerely,

*Rod Ward*

Rod Ward  
Mayor





**Council - Committee of the Whole**

**Resolution #** 2025-263  
**Title:** Approve Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest  
**Date:** August 12, 2025

---

**Moved by:** Councillor Fern Pellerin  
**Seconded by:** Councillor Kaitlynn Nicol

**WHEREAS** the Province of Ontario, through the Ministry of Natural Resources and Forestry, is planning to begin aerial spraying of glyphosate-based herbicides in late August 2025 in the Nipissing Forest; and

**WHEREAS** the Nipissing Forest covers a significant portion, if not all, of the Municipality of West Nipissing, and residents and ecosystems may be impacted by this activity; and

**WHEREAS** new scientific evidence published since Health Canada's last assessment of glyphosate in 2017 has linked glyphosate-based end-use products to cancer, metabolic and neurological diseases, reproductive toxicity, and ecosystem harm; and

**WHEREAS** the Province of Quebec banned the use of glyphosate for forestry purposes in 2001 and replaced aerial herbicide spraying with manual forest thinning as a safer alternative forest management method; and

**WHEREAS** many residents have expressed concern regarding the potential environmental and public health risks associated with aerial spraying of glyphosate-based herbicides;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of West Nipissing formally request that the Honourable Mike Harris Jr., Minister of Natural Resources and Forestry, reconsider the planned use of glyphosate-based herbicides in the Nipissing Forest and suspend the aerial spraying initiative until further independent research and updated risk assessments are completed and reviewed; and

**BE IT FURTHER RESOLVED THAT** this resolution be forwarded to:

The Honourable Mike Harris Jr., Minister of Natural Resources and Forestry

The Honourable Sylvia Jones, Minister of Health

MPP John Vanthof, Timiskaming–Cochrane

AMO (Association of Municipalities of Ontario)

FONOM (Federation of Northern Ontario Municipalities)

All municipalities within Northeastern Ontario

**CARRIED**



## **Welcome to our August 2025 Newsletter**

Included in this issue:

- Kearney & Sand Lake Regattas
- Climate Change Means More Aquatic Weeds and Algae Growth
- Roadside Garbage & a Beer Can Collection
- Loon Vocalizations
- Tent Caterpillars & Friendly Flies

### **Kearney & Sand Lake Regattas**

KWEF was invited to set up a booth at the Sand Lake Regatta this year. As well as talking to people about what we do, we tried out something new especially for the younger attendees. Zabe MacEachren who recently joined KWEF ran an Environmental Trivia Game that she created. It consisted of 10 progressively harder questions about the environment. If the participant answered all the questions correctly they won a special KWEF Watershed Warrior Ribbon.

We also had our usual booth at the Kearney Regatta August 2<sup>nd</sup> & 3<sup>rd</sup> amongst all the other vendors setup along Main St. This is the one time each year where we are available to talk to the general public about what we do. We also have an opportunity to answer questions & educate people on environmental issues which impact us here in Kearney and the wider Almaguin area. We always have a table full of free brochures on all manner of environmental topics. People also had the opportunity to sign up for our free monthly newsletter.

### **Climate Change Means More Aquatic Plants and Algae Growth**

It seems to me that the weed beds in the shallow areas of our lake are expanding. With the heat wave and all the sunny weather we experienced this past summer it is not unexpected. All types of algae growth including Blue Green Algae (BGA) will also probably flourish – especially if the late August & early September weather continues to be hot, sunny and calm. So be alert and if you see even a small BGA bloom assume there could be toxins present. It is also wise to be cautious and keep pets and small children away from water where a bloom exists or was recently present. Scientists have



been hard at work trying to understand how these specific algae work because toxic blooms are a serious world wide problem. Some of their research and everyone's related experiences over the last few years has given us a better understanding of how to deal with BGA. This winter we should revisit the subject with an in depth article.

### **Roadside Garbage and a Beer Can Collection – 2025**



1. *Discarded Garbage*

2. *Spring 2025 collection*

One of my neighbours kindly volunteered to clean up this recent mess (photo #1 above) left in a ditch, perhaps by a departing visitor. It troubles me that anyone would feel that it is ok to do this. Would they not feel angry and upset if trash was dumped on their door step?

(Photo #2 above) was what we collected off Rain Lake Rd and Echo Ridge Rd during this past spring's Roadside Cleanup. Our haul included 261 beer cans and about 12 liquor & wine bottles along with the usual collection of recyclables and garbage. This is a typical amount that we collect each year. There are a few neighbours / volunteers that also try to keep our road clean throughout the year so the total count for the whole year is probably over 500 cans. Littering is annoying, but from the evidence we collect, it is also quite concerning how much drinking & driving is happening on local roads.

### **Loon Vocalizations**

It has come to our attention that many of our visitors and newcomers to the area do not know about or understand the Common Loon's many vocalizations. Many are familiar with the iconic "Wail" which is a stretched out "hello where are you ?" or " is anyone out there?" call. The "Tremolo" or "frantic sounding laugh" is an important call because it often indicates alarm or threats to the adult loons or their chicks. Male loons

also use the “Yodel” call over territorial issues or related threats. If you are near loons and they start using either of these last two vocalizations you should move away and give them space. Finally “Hoots” and “Cooing” are quiet conversational family type sounds that you usually only overhear if you are close by but not intruding into their world. You can listen to all the vocalizations on the Loon Preservation Committee’s website [www.loon.org](http://www.loon.org) . Their website also has more in depth information on loons and more details on their various calls. One troubling statistic is that a nesting pair in their area only manages to raise one chick to fledging age every two years. For that reason, if loons are nesting on your lake do not approach their nest – use binoculars to watch and study them from a distance. Many visitors to the lake do not know that the July 1<sup>st</sup> long weekend is deadly for loon chicks. Large boat wakes will swamp loon nests which are always located right next to the water’s edge. Also the chicks that usually hatch about that time still can’t dive or swim well. Many will not survive the manic boat traffic on that long weekend. If you are new to the lake, ask your neighbours if there are any loons nesting on the lake and then act and boat accordingly.

### **Tent Caterpillars and Friendly Flies**

We had several people ask about Tent Caterpillars & Friendly Flies last month so here is some general information. For several years now, we have been fortunate not to have a local infestation of the Forest Tent Caterpillar (*Malacosoma disstria*). They can be quite efficient at defoliating deciduous trees (trees that lose their leaves seasonally). While the tree will usually recover and put out a new crop of leaves, it does weaken the tree and make it vulnerable to other diseases. The tent caterpillar populations fluctuate each year and about every ten years the right weather conditions and lack of sufficient predators will result in a large population explosion. This results in a delayed but matching increase in the predator populations which usually goes unnoticed by we humans. Nature does try to bring things back in balance. In addition to a large variety of insects, birds and animals that feed on the caterpillars, there is a large flesh fly (*Sarcophaga Aldrichi*) that is a parasitoid. They lay their eggs on the Tent Caterpillars and when the eggs hatch, the fly larvae eat the caterpillar hosts. This fly is known as the “Friendly Fly” because they buzz around and land on people but don’t bite. Over the years, people have come to understand that the sudden increase in the fly population is a natural mechanism to control the tent caterpillar infestation. A popular myth that the Friendly Flies were introduced by the government to control the tent caterpillar populations is not true – both the flies and the caterpillars are native insects.

There is also an Eastern (*Malacosoma americanum*) and a Western (*Malacosoma californicum*) as well as the Forest Tent Caterpillar. All use variations of the silken tent for protection. The Eastern & Forest Tent caterpillar moths lay their eggs in late June or early July, the Western Tent caterpillar moth lays its eggs in August. Each moth lays a single egg mass of 150-400 eggs around a small branch covered by a shiny varnish like

material. The eggs overwinter and the caterpillars hatch in early spring as the buds begin to open. The Eastern & Forest Tent Caterpillars spin a tent in a crotch of a tree while the Western Ten Caterpillars cover the end of a branch with their web,

There are a number of websites showing pictures of the different caterpillars, moths and the tents they create plus additional info on their life cycle etc if you decide you need to differentiate which type you have. The 2024-25 Ontario Forest Health Report has a section on both the Forest (Pg 37) and Eastern (Pg 99) Tent Caterpillars. It would appear that the Forest Tent Caterpillars are currently causing more problems than the Eastern Tent Caterpillars. If you have a local infestation of caterpillars, they can create quite a mess. It is best to attack the problem early in the spring when the caterpillars & tents first appear by clipping the branch & destroying the tents with the caterpillars inside (early morning or late evening is best since these caterpillars leave the tents to feed during the day ). Note if you decide to use an insecticide the Bacterium Bt (*Bacillus thuringiensis*) is a selective biological insecticide that is sprayed on the vegetation that the caterpillar larvae will eat. Spraying should be done at the first sign of leaf damage on the tree leaves where the caterpillars are located. If you decide to use an insecticide please do some serious research first. There are a number of variants of this Bacterium – customized to attack different butterfly and moth larvae. There have been claims that it does kill bees and other beneficial insects. Spraying the tents with Bt is very ineffective. Early clipping of branches containing tents and then physically destroying the tent with the caterpillars inside seems to be a practical, efficient approach and avoids any concerns about using insecticides.

Click on or copy and paste the following links into your browser for additional information

### **Ontario 2024-25 Forest Health Report**

<https://www.ontario.ca/files/2025-06/mnrf-srb-forest-health-conditions-report-2024-2025-06-10.pdf>

### **Natural Resources Canada**

<https://www.tidcf.nrcan.gc.ca/en/insects/factsheet/9374>

### **Loon calls – Loon Preservation Committee**

<https://www.loon.org>

Thanks for caring about our environment !



# Parry Sound District Age Friendly Community Needs Assessment

Project was conducted by the Parry Sound District Age Friendly Community Committee

## What is an age friendly community:

A community where policies, services, and public spaces are planned to help people of all ages live safely and comfortably in places that are accessible to use and are welcoming.

## Community needs Assessment survey:

Survey was shared throughout Parry Sound district between August and October 2024.

**463 respondents completed the survey.**

41%

of respondents were between 61 and 70 years of age.

59%

of respondents identified as residing in West Parry Sound.

78%

of respondents identified as year-round residents.



## Key themes:

Need for:

- Increased awareness and promotion of services across Parry Sound district. (e.g., central directory).
- Accessible and affordable transportation across Parry Sound district.
- Continued involvement of older adults in planning initiatives within communities.

## Next Steps

- Share existing resources
- Share findings with decision makers
- Continue to engage with older adults in the community

For more information or to get involved visit:  
[myhealthunit.ca/agefriendly](https://myhealthunit.ca/agefriendly)  
or call 1-800-563-2808



**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**BY-LAW NO. 2025-51**

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 13 CON 3 PROUDFOOT; KEARNEY. Being a portion of the lands described with ARN #4918-030-001-23600, in the Geographic Township of Proudfoot, now in the Town of Kearney.

**WHEREAS** By-law No. 2022-20 was passed under the authority of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and regulates the use of land and the use and erection of buildings and structures within the Town of Kearney;

**AND WHEREAS** the Council of the Town of Kearney conducted a public meeting in regard of the subject application as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

**AND WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, as amended, permits Council to pass an amending Zoning By-law, and the Council of the Town of Kearney deems it advisable to amend By-law No. 2022-20 with respect to the lands described in this By-law;

**AND WHEREAS** the matters herein are in conformity with the provisions of the Official Plan of the Town of Kearney;

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

1. THAT By-law No. 2022-20, as amended, is hereby amended as follows:

- a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 13 CON 3 PROUDFOOT; KEARNEY. Being a portion of the lands described with ARN #4918-030-001-23600, in the Geographic Town of Proudfoot, now in the Town of Kearney, from the Residential Waterfront (RWF) Zone to the Residential Waterfront Exception-XX (RWF-XX) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
- b) Section 4.2.5 of By-law No. 2022-20, as amended, entitled “Exceptions”, is hereby amended adding the following section:

**“4.2.5.66      Residential Waterfront Exception-66 (RWF-66) Zone**

Notwithstanding the provisions of this By-law to the contrary, on lands within the Residential Waterfront-66 (RWF-66) Zone:

- i) Minimum Required Setback of  
Existing Accessory Structure from                      0.0 metres  
North Shore Road

In all other respects the provisions of the Residential Waterfront (RWF) Zone shall apply.”

2. This By-law shall become effective on the date that it is passed by the Council of the Town of Kearney, subject to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

**READ a first and second time this 11<sup>th</sup> day of September, 2025.**

**READ a third time and finally passed this 11<sup>th</sup> day of September, 2025.**

---

Mayor, Cheryl Philip

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Clerk, Nicole Gourlay

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**BY-LAW NO. 2025-52**

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 2 CON 14 PROUDFOOT; KEARNEY. Being a portion of the lands described with ARN #4918-030-004-07700, in the Geographic Township of Proudfoot, now in the Town of Kearney.

**WHEREAS** By-law No. 2022-20 was passed under the authority of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and regulates the use of land and the use and erection of buildings and structures within the Town of Kearney;

**AND WHEREAS** the Council of the Town of Kearney conducted a public meeting in regard of the subject application as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

**AND WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, as amended, permits Council to pass an amending Zoning By-law, and the Council of the Town of Kearney deems it advisable to amend By-law No. 2022-20 with respect to the lands described in this By-law;

**AND WHEREAS** the matters herein are in conformity with the provisions of the Official Plan of the Town of Kearney;

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

1. THAT By-law No. 2022-20, as amended, is hereby amended as follows:
  - a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 2 CON 14 PROUDFOOT; KEARNEY. Being a portion of the lands described with ARN #4918-030-004-07700, in the Geographic Township of Proudfoot, now in the Town of Kearney, from the Rural (RU) Zone to the Rural Residential (RR) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
2. This By-law shall become effective on the date that it is passed by the Council of the Town of Kearney, subject to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

**READ a first and second time this 11<sup>th</sup> day of September, 2025.**

**READ a third time and finally passed this 11<sup>th</sup> day of September, 2025.**

---

Mayor, Cheryl Philip

---

Clerk, Nicole Gourlay

DRAFT



**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**BY-LAW NO. 2025-53**

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 11 CON 6 BETHUNE; KEARNEY. Being a portion of the lands described with ARN # 4918-020-001-09600, in the Geographic Township of Bethune, now in the Town of Kearney.

**WHEREAS** By-law No. 2022-20 was passed under the authority of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and regulates the use of land and the use and erection of buildings and structures within the Town of Kearney;

**AND WHEREAS** the Council of the Town of Kearney conducted a public meeting in regard of the subject application as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

**AND WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, as amended, permits Council to pass an amending Zoning By-law, and the Council of the Town of Kearney deems it advisable to amend By-law No. 2022-20 with respect to the lands described in this By-law;

**AND WHEREAS** the matters herein are in conformity with the provisions of the Official Plan of the Town of Kearney;

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

1. THAT By-law No. 2022-20, as amended, is hereby amended as follows:

- a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 11 CON 6 BETHUNE; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-09600, in the Geographic Town of Bethune, now in the Town of Kearney, from the Rural Residential (RR) Zone to the Environmental Protection (EP) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
- b) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 11 CON 6 BETHUNE; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-09600, in the Geographic Town of Bethune, now in the Town of Kearney, from the Rural (RU) Zone to the Environmental Protection (EP) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.

2. This By-law shall become effective on the date that it is passed by the Council of the Town of Kearney, subject to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

**READ a first and second time this 11<sup>th</sup> day of September, 2025.**

**READ a third time and finally passed this 11<sup>th</sup> day of September, 2025.**

---

Mayor, Cheryl Philip

---

Clerk, Nicole Gourlay

**The Corporation of the Town of Kearney By-law  
2025-54**

**A By-law To Establish Policies and Procedures For the Procurement Of Goods  
and Services By The Town of Kearney and to Repeal By-law 2011-78**

(Procurement Policies and Procedures)

---

**Whereas** Section 9 of the Municipal Act, 2001, 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** Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides municipalities with the authority to provide for any service of thing that the municipality considers necessary or desirable for the public; and

**Whereas** Section 271 (1) of the Municipal Act, 2001, S.O. 2001, C. 25, as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services; and

**Whereas** the Council of the Town of Kearney deems it desirable to enact a by- law to provide for fair, transparent, and accountable purchasing and tendering procedures and thereby protect Council, vendors and staff involved in the process by providing clear direction and accountabilities;

**Now Therefore** the Council of the Corporation of the Town of Kearney enacts as follows:

1. That the Procurement Policies and Procedures with Schedules 'A', 'B' and 'C' attached hereto, forms part of this by- law.
2. That By-law 2011-79 be hereby repealed.
3. That this by-law shall take force and effect upon the passage hereof.

**Read a First, Second and Third Time and Finally Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Mayor

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

Corporation of the Town of Kearney

# Procurement By-law

By-law 2025-XX



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## **1. Purpose, Goals and Objectives**

---

- 1.1. The purpose of this By-law is to delegate authorities to employees for the Town's procurement operations and establish regulations surrounding the Town's acquisition of goods and services, including tangible capital assets and equipment, and the disposal of all surplus assets. This By-law meets the requirements of Section 270. (1)(3) of the Municipal Act 2001.
- 1.2. The goals and objectives of this By-law are to:
  - a) ensure openness, accountability and transparency while protecting the financial best interest of the Town;
  - b) clearly define the roles and responsibilities of those involved in the procurement process and to assist and provide direction to staff, suppliers and Council relating to the procurement process;
  - c) procure the required quality and quantity of goods and/or services in an efficient, timely and cost-effective manner;
  - d) encourage competition in bidding;
  - e) ensure compliance with relevant legislation and align practices with applicable international and interprovincial trade agreements;
  - f) promote and incorporate wherever possible the requirements of the Accessibility for Ontarians with Disabilities Act, 2005 in procurement activities of the Town;
  - g) encourage environmentally responsible and sustainable procurement while maintaining fiscal prudence; and
  - h) strive to ensure ethical purchasing practices are used by all staff.

## **2. Application**

---

- 2.1. This By-law applies to all Staff, Departments, Council, Boards and Committees of the Town with respect to the Town's procurement activities.
- 2.2. This By-law applies to the procurement of all goods and services, including construction services, except for those items set out in Schedule "A". This By-law also applies to the disposal of the Town's surplus assets, which is governed by the Surplus Assets Disposal Policy set out in Schedule "C".
- 2.3. This By-law does not apply to the acquisition or disposal of real property, as set out in Schedule "A". The disposal of real property is governed by the applicable Policy and /or By-Law in effect at the time of such disposition.

- 2.4. In addition to this By-Law, the Town has procedures, protocols, templates, and forms for use during the procurement cycle. All tools for engaging in procurement activities will be maintained and updated by the Treasurer, as required, and will be stored in the Town's electronic filing system. Staff are required to use the Town's standard templates and forms and comply with all applicable procedures and protocols when conducting procurement activities.
- 2.5. Contract splitting, subdividing or otherwise structuring procurement requirements or contracts in order to reduce the contract value or in any way circumvent the requirements or intent of this By-Law is not permissible.
- 2.6. All currency noted within this By-Law are in Canadian funds.

### 3. Definitions

---

- 3.1. The following definitions shall apply to this By-law:

**"Approved Budget"** means a budget approved by Council for the current fiscal year.

**"Award Authority"** means the authority to approve the award of a Contract to a supplier for the acquisition of goods and services.

**"Best Value"** means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan.

**"Bid"** means a submission from a supplier in response to bid solicitation document.

**"Bid Solicitation Document"** means a document issued by the Town to solicit competitive bids from suppliers and includes a Request for Quotations (**"RFQ"**), Request for Tenders (**"RFT"**) and Request for Proposals (**"RFP"**).

**"Bidder"** means a supplier that submits a bid.

**"CAO"** means the Chief Administrative Officer of the Town, or Designate.

**"Competitive Bidding Process"** means a procurement method where multiple suppliers are given an opportunity to submit bids in response to bid solicitation document.

**"Contract"** means a legally binding commitment between the Town and one or more supplier(s) for the acquisition of goods and services.

**"Contract Value"** means the total estimated expenditures under a contract over the entire period of the contract, including options and renewal periods, exclusive of Harmonized Sales Tax (H.S.T.).



**“Council”** means the Council of the Corporation of the Town of Kearney.

**“Department Head”** means the Head of a specific Department/Division, or Designate, who is responsible for a departmental budget for the Town.

**“Designate”** means the person or persons assigned the duties and responsibilities on behalf of, and in the absence or incapacity of the person charged with the principal authority to take the relevant action or decision.

**“Goods”** means moveable property and includes supplies, equipment, materials, products, software, furniture, and other physical objects.

**“Procurement” or “Purchase”** means the acquisition of goods and/or services by purchase, rental, or lease.

**“Services”** means all services, including professional services and construction services, unless otherwise specified.

**“Single Source”** means more than one source is available, but the circumstances justify the selection of a supplier without a competitive bidding process.

**“Sole Source”** means there is only one available supplier of the required goods or services.

**“Supplier”** means any individual or organization that is providing or may provide goods or services to the Town, including but not limited to contractors, consultants, vendors, and service providers.

**“Town”** means the Corporation of the Town of Kearney.

**“Treasurer”** means the role that oversees the Treasury Department and is lead in procurement.

## **4. Roles and Responsibilities**

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### **Role of Council**

- 4.1. In accordance with Section 224 of the Municipal Act 2001, it is the role of Council to establish the Town’s policies and ensure administrative policies and procedures are in place to ensure the accountability and transparency of the Town’s procurement operations.

- 4.2. In respect of the Town's procurement operations, Council fulfils its role under Section 224 of the Municipal Act 2001 by establishing the policies set out in this By-law and approving expenditures through the Town's budget approval process. In accordance with best practices in municipal procurement, Council recognizes the need for a clear separation of political and administrative functions in relation to the Town's day-to-day procurement operations.
- 4.3. Through this By-Law, Council delegates to the Town's Senior Management, the authority to incur expenditures in accordance with approved budgets through the procurement of goods and services and execution of contracts in accordance with the policies set out in this By-law and applicable procedures.
- 4.4. To facilitate Council's oversight role in respect of significant projects, Council may require staff to obtain Council's authority to initiate specific procurements by identifying projects of interest, such as those that are of a high value or involve significant risks, security concerns or significant community interest.
- 4.5. Council may provide strategic direction and guidance on major projects prior to the commencement of the procurement process; however, Council will not be involved in the day-to-day procurement operations or individual procurement processes, except to the extent that the approval of Council is required under this By-law or in the event that an exception to this By-Law is required.
- 4.6. To avoid the potential appearance of bias or political influence in procurement contract award decisions, members of Council will not be involved in competitive bidding processes until a contract has been entered into with the successful bidder, except where Council is required to approve the contract award in accordance with the By-Law.

#### Staff Responsibilities

- 4.7. The CAO is responsible for:
  - (a) Promoting the By-law and overseeing the Treasurer with respect to fulfilling the duties of the By-law;
  - (b) Approving the award of contracts in the circumstances and subject to the conditions specified in the Bylaw; and
  - (c) Inform Council if non-compliance with this By-law occurs.

The CAO also has the authority to instruct Department Heads not to award a contract and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the Town.

4.8. The Treasurer is responsible for:

- (a) Overseeing staff with respect to fulfilling the duties of the By-law;
- (b) Providing procurement advice and services to Departments;
- (c) Approving the award of contracts in the circumstances and subject to the conditions specified in the By-law; and
- (d) Monitoring compliance with this By-law and escalating incidences of non-compliance to the CAO.
- (e) Ensuing the consistent application of this By-Law and applicable procedures, and recording instances of non-compliance;
- (f) Providing procurement services, including necessary forms, Contract, and competitive bid process document templates as required by departments to fulfill the Town's procurement needs;
- (g) Facilitating all aspects of the procurement process, including creating and issuing solicitation documents, opening and verifying compliance with the terms and conditions of the solicitation document, facilitating the award and execution of contract process, initiating contract extensions, processing change orders, and assisting in Contractor performance issues;
- (h) Maintaining current insurance certificates, WSIB certificates, and bonds, as called for in the bid solicitation document or contract.
- (i) Researching, developing, maintaining and updating procurement policies, procedures, protocols, templates and forms;
- (j) Addressing any issues or concerns that arise in respect of a procurement process and seeking guidance, support, and advice of the CAO, Department Heads, and legal counsel, as required; and
- (k) Providing appropriate orientation, training and tools to employees involved in the procurement process.

4.9. Department Heads are responsible for:

- (a) Overseeing all procurement activities within their Department and ensuring those activities are conducted in accordance with this By-law and applicable procedures.
- (b) Preparing requirements, specifications and scope of work for procurements;
- (c) Encouraging full, open, fair, and transparent competition;
- (d) Awarding contracts in the circumstances and subject to the conditions specified in the By-law;
- (e) Managing the contract up to completion of the performance of all contractual obligations of the supplier and the Town, including payment and obtaining necessary approvals for such actions as early termination or contract amendments;
- (f) Ensuring that the deliverables conform with contract terms, conditions, and specifications throughout the term of a contract; and

Department Heads will inform the Treasurer and the CAO if non-compliance with this By-law occurs.

Department Heads will be held accountable for any decision to proceed with a procurement process or transaction that is not conducted in accordance with the By-law.

4.10. Department Employees and any other individuals conducting procurement activities on behalf of the Town are responsible for:

- (a) Complying with this By-Law, and all related policies and procedures
- (b) Understanding their obligations and responsibilities under this By-Law and related policies and procedures and consulting with the Treasurer if they have any questions regarding their application or interpretation.

4.11. Bid Review Committee

- (a) An informal Bid Review Committee (BRC) will be created to discuss issues that may arise during any section of procurement process.

- (b) The BRC will consist of the Treasurer, the CAO or designate, and another person designated by the Department Heads.
- (c) Where irregularities occur, outside of that covered by this By-law, the Treasurer shall refer the irregularity to the BRC for review and recommendation.
- (d) Where the BRC cannot reach an agreement on a recommendation or otherwise determines is advisable, the matter will be referred to legal counsel for recommendation.

## **5. Authorization**

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### Authority for Expenditures

- 5.1. Council has the ultimate authority for all expenditures. Council delegates the authority to Staff for the procurement of goods and services through the authorization of annual budgets or by Council resolutions.
- 5.2. To ensure proper expenditure management and budget accountability, each Department Head is responsible for ensuring that all procurements remain within the Department's approved operating budget or approved capital project budget.
- 5.3. Reallocation of funds between Operating Budgets and Capital Budgets is not permitted unless authorized by Council.
- 5.4. Department Heads have the authority to be over budget by no more than 10% of each of their individual departmental budgets.

### Authority to Award Contracts

- 5.5. Schedule "B" of this By-law outlines the approval authority for awarding contracts for the procurement of goods and services on behalf of the Town. No award may be communicated to a supplier until approved by the appropriate authority.
- 5.6. All contract awards with a contract value of \$75,000 or greater that are made through delegated authority require completion of Contract Award Approval Form.
- 5.7. Despite any other provisions of this By-law, Council approval is required for:
  - (a) the award of any contract with a contract value greater than \$75,001;
  - (b) the award of any contract requiring approval from the Ontario Land Tribunal;
  - (c) the procurement of goods or services that are not already approved in the current year's budget, such as items requiring pre-budget approval or post-budget amendments;

- (d) the award of any contract where the recommendation to award to the supplier is not in accordance with the requirements of this By-law and applicable procedures.

#### Authority to Execute Contracts

- 5.8. All contracts, as outlined in Schedule “B” and approved according to this By-law, are to be executed by the CAO or designate.
- 5.9. The form of contract to be used will be a Town standard template determined by the Department Head, in consultation with the Treasurer, in accordance with applicable procedures.
- 5.10. The term of a contract will be determined by the Department Head, in consultation with the Treasurer. The initial term of a contract must not exceed three (3) years and the total length of the contract, including renewals, must not exceed five (5) years.
- 5.11. The contract must not be executed until the award of the contract is approved and all required documentation identified in the bid solicitation document has been received in satisfactory form.

#### Authority to Renew or Extend Contract

- 5.12. Where a contract contains an option for renewal or extension, the Department Head may authorize such option provided that:
  - (a) the supplier's performance is satisfactory and meets the requirements of the contract;
  - (b) exercising the renewal option is in the best interests of the Town; and
  - (c) sufficient funds are available in an approved budget.

#### Authority to Approve Change Orders

- 5.13. If an unforeseen change in the scope of work requires the procurement of additional deliverables under an existing contract, the Department Head is authorized to approve a change order in accordance with this By-law and the Town's change order procedure, provided that sufficient funds are available in an approved budget.

#### Authority to Make Payments

- 5.13 The Department Head shall have the authority to approve payments for goods and services received such that there was a procurement according to this by-law or Schedule “B”.

## 6. Methods of Procurement

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- 6.1. Staff must determine the contract value, which must include all estimated expenditures over the entire period of the contract, including options and renewal periods, prior to determining the appropriate procurement method.
- 6.2. The Town will use the following methods of procurement, unless an alternative procurement method is approved in accordance with this By-law:

Contract Value	Procurement Method	Format / Process
Below \$10,000	Direct Purchase	1 or more informal quote(s) by phone, or email or from website or catalogue
\$10,001 - \$20,000	Informal Quotes	3 or more informal quotes obtained by phone or email
\$20,001 - \$75,000	Invitational Competition	RFQ or RFP issued to 3 or more suppliers *Optional – Public Competition*
\$75,001 and above	Public Competition	RFT or RFP publicly advertised on the Town's designated tendering website

### Direct Purchases and Informal Quotes

- 6.3. If the contract value is below \$10,000, Department Heads may delegate authority to Department employees to purchase the goods and services from such suppliers and upon such terms and conditions as the Department Head deems appropriate. Only one quote is required, but Department Heads are encouraged to obtain and compare multiple quotes to demonstrate best value when practicable.
- 6.4. If the contract value is between \$10,001 and \$20,000, Department Heads are required to obtain a minimum of three informal quotes.
- 6.5. Purchases below \$20,000 should be made using one of the following methods and in accordance with the policies associated with each:
- (a) a pre-arranged method whereby the supplier has agreed to invoice the Town; or
  - (b) a corporate credit card – see “Town Corporate Credit Card Policy”.

### Invitational Competition

- 6.6. An Invitational Competition will be used when the value of the goods and services is between \$20,001 and \$75,000.
- 6.7. A Request for Quotations (RFQ) should be used when best value for the Town can be achieved based on selection of the lowest compliant bid.
- 6.8. A Request for Proposals (RFP) should be used when best value for the Town can be achieved by evaluating qualitative criteria in addition to cost.
- 6.9. The Department Head is responsible for preparing the bid solicitation document and conducting the Invitational Competition in accordance with applicable procedures.
- 6.10. Bids must be received, reviewed, and evaluated in accordance with the bid solicitation document and applicable procedures.
- 6.11. Any contract(s) resulting from an Invitational Competition must be awarded to the successful bidder(s) based on the outcome of the evaluation and selection process described in the bid solicitation document.

### Public Competition

- 6.12. A Public Competition will be used when the value of the goods and services is \$75,001 or above.
- 6.13. A Request for Tenders (RFT) should be used when:
  - (a) the Town can clearly define its requirements; and
  - (b) best value for the Town can be achieved based on selection of the lowest compliant bid.
- 6.14. A Request for Proposals (RFP) should be used when
  - (a) the solution to the Town's requirements cannot be clearly defined and innovative solutions are needed; and
  - (b) best value for the Town can be achieved by evaluating qualitative criteria in addition to cost.
- 6.15. A Public Competition may also be conducted in two stages by first issuing a publicly advertised Request for Pre-Qualification (RFPQ) to pre-qualify the suppliers that will be eligible to respond to the RFT or RFP. Selection of pre-qualified suppliers will be based on fully disclosed evaluation criteria, which may



include experience carrying out similar work, verification of applicable licenses and certificates, financial capability, and other factors.

- 6.16. The Department Head is responsible for developing detailed specifications and scope of work for inclusion in the bid solicitation document. The Treasurer, in consultation with the Department Head, is responsible for finalizing the bid solicitation document and conducting the Public Competition in accordance with applicable procedures.
- 6.17. Bids must be received, reviewed, and evaluated in accordance with the bid solicitation document and applicable procedures.
- 6.18. Any contract(s) resulting from a Public Competition must be awarded to the successful bidder(s) based on the outcome of the evaluation and selection process described in the bid solicitation document.

## **7. Other Processes**

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### Market Research Tools

To protect the integrity of the procurement process, the following market research tools shall be through the Procurement Coordinator.

- 7.1. A Request for Information may be issued in advance of a procurement to provide staff with an understanding of potential solutions/needs and assist in the development of requirements, specifications, scope of work and/or terms and conditions.
- 7.2. A Request for Expression of Interest may be issued to obtain information on the availability and interest of suppliers of any goods or services.
- 7.3. Requests for Information and Requests for Expression of Interest are used to conduct market research, without the intention of evaluating the responses or awarding a contract. These processes may not be used to pre-qualify a potential supplier and must not influence their chances of being a successful bidder on any subsequent purchasing opportunity.
- 7.4. The issuance of a Request for Information or Request for Expression of Interest does not obligate the Town to proceed with a competitive bidding process.

### Qualified Supplier Lists

- 7.5. A Qualified Supplier List may be established through a publicly advertised pre-qualification process, which prequalifies suppliers to be placed on a list of

suppliers that will be eligible to supply particular goods and services to the Town.

- 7.6. Qualified Supplier Lists will be for specified types or categories of goods and services and will be valid for a specified period of no longer than three years. Depending on the contract value of subsequent procurements contracts may be awarded to suppliers on the Qualified Supplier List on a rotational basis or based on quotes submitted by the suppliers.
- 7.7. Department Heads, in consultation with the Treasurer, are responsible for establishing and managing Qualified Supplier Lists in accordance with applicable procedures.

### Cooperative Purchasing

- 7.8. The Town supports cooperative initiatives that the Treasurer deems beneficial to the Town. The Town may participate with other units of government (such as Vendors of Record provided by the Ministry of Government Services or legislated cooperatives) in their initiatives for cooperative purchasing and bulk buying of goods.
- 7.9. Cooperative purchasing processes may be conducted in accordance with the policies and procedures of the entities or public authorities managing the process. Approval authority shall be in compliance with this By-law.
- 7.10. Notice of Participation in cooperative purchases will be posted on the Town's designated tendering website.

### Sole and Single Sourcing

- 7.11. Sole Sourcing is a method of procurement whereby a contract is awarded without a competitive bidding process because the supplier is the only source of supply for the required goods or services. Sole Sourcing will be permitted if one or more of the following circumstances apply:
  - (a) One supplier/contractor possessing the unique ability or capability to meet the requirements of the Town due to a patent, sales/distributor agreement or copyright.
  - (b) The supply relates to necessary unique replacement parts from an exclusive source of supply.
  - (c) The supply relates to the purchase of parts that must be compatible with goods previously supplied, and there are no reasonable alternatives to the products.

- (d) To maintain warranty or service agreement compliance for purchased products.
  - (e) When the required item is covered by an exclusive right such as a patent, copyright, or exclusive license.
- 7.12. Single Sourcing is a method of procurement whereby there is more than one supplier able to supply the goods or service, but a contract is awarded without a competitive bidding process due to specific circumstances. Single Sourcing will be permitted if one or more of the following circumstances apply:
- (a) Disclosure of information in an open contract competition would breach some duty of confidentiality or compromise security.
  - (b) The compatibility of the goods and/or services with existing equipment, product standards, facilities or service is a paramount consideration.
  - (c) There is an absence of competition for technical reasons and the goods and/or services can only be supplied by a particular supplier.
  - (d) An unforeseeable situation of urgency exists and the goods and/or services cannot be obtained in time by means of competitive bidding process.
  - (e) The Town conducted a competitive bidding process for the goods and services and received no bids.
- 7.13. Any single source or sole source procurement with a contract value over \$10,000 must be approved in accordance with Schedule "B" before the Department Head may proceed with the procurement.

### Procurement in Emergencies

- 7.14. Failure to plan and allow sufficient time for a competitive bidding process does not constitute an unforeseeable or emergency situation.
- 7.15. Emergency includes:
- (a) an imminent or actual danger to the life, health, or safety of the public; health or safety of an official or an employee while acting on the Town's behalf;
  - (b) an unexpected occurrence interruption of essential public service;
  - (c) an imminent or actual danger of damage to or destruction of real or personal property belonging to the Town or public if the damage or destruction is a result of a Town function or responsibility;
  - (d) defined by the Emergency Management and Civil Protection Act as amended or The Town of Kearney Emergency Response Plan;

- (e) a spill of a pollutant as contemplated by the Environmental Protection Act as amended; and
  - (f) when an urgent procurement is necessary for fulfilling a statutory order issued by a federal, provincial, or regulatory authority and timing of the order does not allow for competitive bidding (i.e., compliance order).
- 7.16. When goods or services are required in the event of an emergency, the Department Head may procure the goods and services in an expedited manner and shall submit a report to Council outlining the procurement and the conditions that constituted an emergency, together with a source of funding, prior to the end of the quarter in which the emergency procurement took place. If Council approval for the funding source is required, the Department Head shall submit the above information in the form of a Staff Report to the next available Council meeting.

### Unsolicited Proposals

- 7.17. Unsolicited proposals will not be accepted by the Town.
- 7.18. If it is determined that there is a legitimate need for the deliverables offered by way of an unsolicited proposal, then a procurement process shall be conducted in accordance with this By-law.

## **8. Additional Considerations**

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### Accessibility for Ontarians with Disabilities Act (AODA)

- 8.1. Public sector organizations in Ontario, including the Town, must comply with the regulations under AODA. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.
- 8.2. Department Heads must ensure that contracts require the supplier to meet all requirements under the AODA and associated regulations.

### Sustainable Procurement

- 8.3. The Town is committed to purchasing environmentally friendly deliverables with due regard to the protection of the environment and public health, conservation of natural resources, reduction of toxicity and the minimization of waste. All Departments are encouraged to seek additional ways of achieving the goal of being environmentally friendly and responsible by thorough review of each procurement process to ensure that where possible and economically feasible, specifications/terms of reference, scope provide for,

- (a) Expanded use of deliverables that contain post-consumer recyclable content
- (b) Consideration of products, certified by an independently accredited organization, that prevent the over consumption of energy and other resources and reduce the production of waste, and release of substances harmful to the environment and or public health.
- (c) Consideration of energy efficiency and water conservation where applicable; and
- (d) Consideration of Leadership in Energy and Environmental Design (LEED) for new buildings and renovations

#### Exclusion of Bidders in Litigation

- 8.4. The Town may, in its absolute discretion, reject a bid submitted by a bidder prior to or after a bid opening, if the bidder:
- (a) is a party to litigation with the Town; or
  - (b) directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Town; or
  - (c) intends to use a sub-contractor in respect of the specific project who is a party to litigation with the Town, or, who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Town.
- 8.5. For the purposes of this section, the phrase “party to litigation with the Town” includes cases in which the bidder or prospective bidder or any of the parties named above, have advised the Town in writing of their intention to commence litigation, or have commenced or have advised the Town of their intention to commence an arbitral proceeding against the Town.
- 8.6. In determining whether or not to reject a bid under this section, the Town will consider whether the litigation is likely to affect the bidder’s ability to work with the Town, its consultants and representatives, and whether the Town’s experience with the bidder in the matter giving rise to the litigation indicates that the Town is likely to incur increased staff or legal costs in the administration of the contract if it is awarded to the bidder.
- 8.7. All bid solicitation documents issued by the Town pursuant to this policy shall contain a statement to the effect described above.

### No Local Preference

- 8.8. The Town imparts fair and impartial award recommendations for all contracts and does not extend preferential treatment to any bidder, including local companies, when evaluating bids and awarding contracts in a public competition.

### Tie Bids

- 8.9. In the case of tie bids, where multiple awards are not an alternative for award, the Town shall determine the successful bidder by coin toss or, in the case of more than two tied bids, by a draw of the bidders' names from a hat. The Treasurer and at least two members of the Department must be present for the coin toss or draw.

### Debriefing

- 8.10. After receipt of a notification of the outcome of the procurement process an unsuccessful bidder may request a debriefing. All requests must be in writing to the Town's contact person identified in the bid solicitation document and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## **9. Conduct and Conflicts of Interest**

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### Conflict of Interest

- 9.1. A conflict of interest arises where a personal or business relationship or interest of a councillor, officer, committee member or employee of the Town is in conflict or is perceived to be in conflict with the best interest of the ratepayers of the Town, and includes, the giving or receiving of personal gain, benefit, privilege, or advantage, directly or indirectly, by a business or individual or family member of an individual that provides or could in future provide good and services to the Town.
- 9.2. The acceptance of gift, money, benefit, favour or hospitality, the frequency or nature of which could be deemed by others as an influential factor related to any business decision that a councillor, officer, committee member or employee of the Town might make, is prohibited.
- 9.3. Anyone participating in procurement activities and decision-making on behalf of the Town must disclose all potential conflicts of interest to the CAO.

### Reward Points/Loyalty Programs

- 9.4. When procuring goods and services on behalf of the Town, staff may not acquire or accumulate points through loyalty programs such as Air Miles, Aeroplan, etc., either directly or indirectly, unless the benefit accrues to the Town

### Supplier Conduct and Conflict of Interest

- 9.5. The Town expects its suppliers to act with integrity and conduct business in an ethical manner.
- 9.6. The Town may refuse to do business with any supplier that;
- (a) has engaged in illegal or unethical bidding practices
  - (b) has an actual or potential conflict of interest
  - (c) has an unfair advantage in the procurement process
  - (d) fails to adhere to ethical business practices

### Lobbying Prohibited

- 9.7. The Town will be entitled to reject a bid submission if any representative of a bidder, including any other parties that may be involved in a joint venture, consortium, subcontractor, or supplier relationship, makes any representation or solicitation to any elected official, employee, or agent of the Town during the competitive bidding process. This requirement does not extend to any public deputations that may be made to Council in accordance with the Procedural By-law.

## **10. Risk Management**

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### Bid Deposits

- 10.1. The Treasurer, in consultation with the Department Head, will determine whether a bid deposit will be required as part of the bid submission requirements. If required, the bid solicitation document will specify the required amount and acceptable forms of bid deposit.

### Financial Guarantees and Contract Performance Security

- 10.2. Department Heads, in consultation with the Treasurer, must ensure that contracts include appropriate financial means to guarantee performance of the contract. Means may include one or more of but are not limited to: financial bonds or other forms of security deposits; provisions for liquidated damages; progress payments; and holdbacks.

10.3. The financial guarantees must:

- (a) not be excessive, but be sufficient to cover financial risks to the Town;
- (b) ensure the penalties are proportional to the deficiencies; and
- (c) comply with provincial statutes and regulations.

Insurance

- 10.4. Contracts must require the supplier to maintain insurance coverage sufficient to protect the Town.
- 10.5. The appropriate insurance coverage will be determined by the Treasurer in consultation with our insurance provider.
- 10.6. The Treasurer is responsible for obtaining proof of insurance coverage from the supplier prior to execution of the contract.

Workplace Safety Insurance Board (WSIB)

- 10.7. Where a supplier will be providing services on the Town's property, the Treasurer is responsible for obtaining a clearance certificate from the supplier prior to any work commencing on the contract.

Contract Management

- 10.8. It is the responsibility of the applicable Department Head to manage the Contract. Contract management shall include monitoring, documentation, invoice approvals and communication.

Supplier Performance and Suspension

- 10.9. The performance of a supplier under contract must be monitored and tracked in accordance with the Town's supplier performance evaluation procedures. Suppliers may be suspended from participating in future procurement processes.

Cancellation or Termination of Contract

- 10.10. The Town's rights to cancel or terminate a contract will be in accordance with the terms and conditions of the contract. Contracts may only be cancelled or terminated prior to their expiration date in consultation with the Treasurer.



## **11. Records and Reporting**

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### **Custody and Retention of Documents**

- 11.1. Original executed contract document shall be provided to and retained by the Clerk's Office.
- 11.2. All original purchasing and contract documentation shall be retained in accordance with the Records Retention By-law.

### **Access to Information**

- 11.3. The disclosure of information received from suppliers in connection with a competitive bidding process or contract shall be made only by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended, or as may otherwise be required by law.
- 11.4. Public reporting will not include summaries of bids, as this information will remain confidential. Any public disclosure of information shall be made by the Clerk in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

## **12. By-law Amendments and Reviews**

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- 12.1. All changes to this By-law require the approval of Council except for changes of an administrative nature, such as the change in title of a position.
- 12.2. A formal review of the By-law must be undertaken by the Treasurer at least once every five (5) years; however, failure to conduct a review within the time period set out shall not have an effect on the validity of this By-law.

## **13. Schedules**

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- 13.1. The following Schedules form part of this By-law:
  - Schedule "A" - Exclusions
  - Schedule "B" - Award Authority
  - Schedule "C" - Surplus Assets Disposal Policy

## **14. Related Policies, Trade Agreements and Legislation**

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CETA - [Comprehensive Economic Trade Agreement](#)

CFTA - [Canadian Free Trade Agreement](#)

OQTCA – [Ontario and Quebec Trade and Cooperation Agreement](#)

[Municipal Act 2001](#)

[Municipal Conflict of Interest Act](#)

[Discriminatory Business Practices Act](#)

[Municipal Freedom of Information and Protection of Privacy Act](#)

## **Schedule “A” - Exclusions**

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### **1. Real Property**

This By-law does not apply to contracts or expenditures for the sale, purchase, lease, or license of real property, including land or existing buildings.

### **2. Employment Contracts and Employee Expenses**

This By-law does not apply to employment contracts, employee benefits, payroll deduction remittances, and employee related expenses, such as: refundable travel expenses, meal allowances, memberships in professional organizations, staff attendance at seminars, workshops, courses, training, trade shows or conferences.

### **3. Excluded Procurements**

This By-law does not apply to the procurement or acquisition of:

- (a) Goods or services from another government entity or public body
- (b) Goods for the purpose of commercial sale or re-sale by the Town
- (c) Health or social services
- (d) Legal services
- (e) Services of expert witnesses or factual witnesses used in court or legal proceedings
- (f) Financial services
- (g) Fiscal agency or depository services
- (h) Realty services regarding lease, acquisition, demolition, sale, disposal, or appraisal of real property
- (i) Bailiff or collection agency services
- (j) Advertising services required in radio, television, newspaper, or magazines
- (k) Works of art and performance artists
- (l) Magazines, books, and periodicals

### **4. Other Transactions and Expenditures**

This By-law does not apply to contracts, transactions, or expenditures for:

- (a) Refundable Councillor expenses
- (b) Insurance premiums
- (c) Payments of debts
- (d) Any form of financial assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives
- (e) Insurance claims, damage claims, legal settlements, and grievance settlements
- (f) Debenture payments
- (g) Tax remittances
- (h) Refunds to property owners (property tax, building permit, entrance permit, etc.)
- (i) Utilities
- (j) Other regulating authorities operating within and across the municipal right of ways

## Schedule “B” – Award Authority

Contract Value	Procurement Method and Process	Award Authority*
Below \$10,000	Direct Purchase: 1 or more informal quote(s) by phone, or email or from website or catalogue	Department Head may delegate to staff
\$10,001 - \$20,000	Informal Quotes: 3 or more informal quotes obtained by phone or email	Department Head
\$20,001 - \$75,000	Invitational Competition: RFQ or RFP issued to 3 or more suppliers	Department Head
\$75,001 and over	Public Competition: RFT or RFP publicly advertised on the Town’s designated tendering website	Council
\$10,000 - \$75,000	Single Source or Sole Source:  Direct negotiation of contract with single or sole source supplier	CAO
\$75,001 and above	Single Source or Sole Source:  Direct negotiation of contract with single or sole source supplier	Council
Any value	Emergency Purchase:  Process at the discretion of the Department Head & CAO	Department Head with approval of the CAO or designate  Department Head and CAO must report to Council at first meeting following emergency

## **Schedule “C” Surplus Assets Disposal Policy**

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The Town's surplus assets shall be managed and disposed of in accordance with the following:

- a) When a Department Head or the CAO has determined that an item is in disrepair and no longer meets the Health & Safety or other requirements of the Town, it shall be disposed of in a proper manner.
- b) When a Department Head has determined that an item owned by the Town is surplus to the need of their department and may be of value to another Town department or facility, an email shall be sent to the other Department Head offering the item.
- c) In the event that an item is no longer required for Town purposes and the cost to prepare the item for sale exceeds the estimate value, the Department Head, with the approval of the CAO and or Treasurer, may dispose of the item in the following manner:
  - Donate this item to any interested local non-profit organization for charitable purposes (i.e., school, church, day care, seniors centre), or
  - Dispose of item at an approved landfill site or recycling centre.
  - Trade in at fair market value
- d) In the event that an item is no longer required for Town purposes, and it is anticipated that the estimated value exceeds any costs associated with disposal, the Department Head shall recommend to the Treasurer that the item be advertised for sale in the following manners:
  - For items with an estimated value of over \$1,001, public notice on Town Website and another public forum, to be sold via public auction. GovDeals.com is the Town's preferred public forum.
  - All items that have an estimated value under \$1,000 can be sold by public auction advertised on the Town's website and social media only.
  - All notice or advertisements shall be pre-approved by the Treasurer.
- e) A notice as determined above shall include the date and time for closing of offers
  - Town Council and or staff may submit an offer provided that any such Council or staff member is not directly involved in the review and recommendation of such offers submitted via electronic bidding.
- f) Funds received from the disposal of surplus items be credited to the appropriate accounts, as determined by the Treasurer.

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-55

Being a By-law to appoint an Assistant Chief Building Official  
For Enforcing the Building Code Act within  
The Corporation of the Town of Kearney

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**WHEREAS** the *Municipal Act, 2001, S.O. 2001, c.25* as amended, authorizes the Council of any municipality to appoint certain officers and employees as may be necessary for the purposes of the corporation, or for carrying into effect or enforcing any Act or By-law of the Council;

**AND WHEREAS** the *Building Code Act, 1992, S.O. 1992, c.23, s.3(2)* provides that the Council of each municipality shall appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Building Code Act in the areas in which the municipality has jurisdiction;

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

1. **That** Tom Hookings is hereby appointed as Assistant Chief Building Official for the Corporation of the Town of Kearney;
2. **That** Tom Hookings, in his position of Assistant Chief Building Official shall fulfill all statutory requirements and carry out duties applicable to the Office of the Chief Building Official under the Ontario Building Code Act, and its Regulations including the Ontario Building Code;
3. **That** all By-laws inconsistent with this By-law or By-law 2025-42 that make mention of any other persons as Chief Building Official are hereby repealed, and specifically By-law 2024-29 hereby be repealed.
4. **That** this By-law shall come into effect as of the date of passing.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this 11<sup>th</sup> day of September, 2025.

THE CORPORATION OF THE  
TOWN OF KEARNEY

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Mayor

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Clerk