



AGENDA

REGULAR COUNCIL MEETING
Council Chambers
Friday, July 16th, 2021 - 1:00 p.m.

NOTE: A Closed Session will commence at the end of the meeting.

1. **Call the Meeting to Order**
2. **Approval of Agenda**
3. **Declaration of Pecuniary Interest and the General Nature Thereof**
4. **Delegations/Presentations**
 - (a) **Delegations**
 - (i) Yasmin Rosh re: [Meeting update regarding snowmobile trail](#)
 - (ii) Dawn Eveley & Matthew Vettese re: [1819 Highway 518 East](#)
 - (b) **Presentations**
 - (i) Timothy Brown, Chairperson, Kearney Community Centre Building Advisory Committee re: Update To Council
5. **Minutes**
 - (a) **Adoption of Minutes**
 - (i) Regular Meeting, [Draft Minutes – June 25th, 2021](#)
 - (b) **Receive Committee Minutes**
 - (i) Joint Waste Management Committee re: [Draft Minutes – June 23, 2021;](#)
[2020 Financial Statements](#)
 - (ii) Kearney Community Centre Building Advisory Committee re: Minutes –
[June 23, 2021; June 30, 2021;](#) Draft Minutes – July 7, 2021
6. **Committee Resolutions for Consideration - Nil**
7. **Public Meetings (Pursuant to the *Planning Act*) - Nil**
8. **Public Meetings (Pursuant to the *Municipal Act*) - Nil**
9. **Unfinished Business - Nil**
10. **Reports and By-laws**
 - (a) **Building - Nil**
 - (b) **Planning**
 - (i) **Report and Resolution re:** [3401 Chetwynd Road – Request to Purchase adjoining land](#)
 - (c) **Operations**
 - (i) **Transfer Station Report –** [for the period June 25, 2021 to July 13, 2021](#)
 - (ii) **Report and Resolution re:** [Tender – Double Surface Treatment](#)
 - (iii) **Report and Resolution re:** [Tender – Gravel Crushing and Application](#)
 - (iv) **Report and Resolution re:** [Tender – Surface Pulverization](#)
 - (v) **Report and Resolution re:** [Tender – Winter Sand](#)
 - (d) **Administration**
 - (i) **Report and Resolution re:** [Employee Benefits Service Provider](#)

- (ii) **By-law No. 2021-xx re:** [Sale of undeveloped lots on Plan M-361](#)
- (iii) **Resolution re:** Appointment of Selection Team for Full Time Equipment Operator Position

(e) **Treasury** - Nil

(f) **Fire and Emergency Services**

(i) **Report re:** [Fire Chief, Fire Department Report for Regular Council Meeting on July 16, 2021](#)

(ii) **Discussion and Resolution re:** Tender for New Fire Truck

(g) **Facilities and Buildings** - Nil

(h) **Council Presentations**

(i) **Mayor Ballantyne discussion re:** Public Access to Town Office

11. **Correspondence**

(a) **Action Items**

(i) **Township of Hudson re:** [Support for Fire Departments](#)

(ii) **North Bay Parry Sound District Health Unit re:** [Public Health Funding for 2022](#)

(iii) **Municipality of St. Charles re:** [Municipal Land Transfer Tax](#)

(iv) **City of Vaughan re:** [Raising the legal age for a licensed driver](#)

(b) **Information Items**

(i) **Kearney Watershed Environmental Foundation re:** [June 2021 Newsletter; Letter of Thanks](#)

12. **Other Business** - Nil

13. **Closed Session**

Council will enter into a Closed Session for discussion regarding:

(a) *Advice that is subject to solicitor-client privilege, including communications necessary for that purpose* – Town lands

14. **Business Arising from Closed Session**

15. **Confirming By-Law**

By-Law 2021-xx being a By-law to confirm the proceedings of Council at its Regular Meeting held on July 16th, 2021.

16. **Adjournment**



8 Main Street, P.O. Box 38 Kearney, ON P0A 1M0

Telephone: 705 636-7752

Fax: 705 636-0527

Email: admin@townofkearney.ca

NAMES: TOM V; CAROLINE V; ELVY M; YASMIN R.
(DELEGATES)

MAILING ADDRESS: Kearney ON

PHONE NO: _____

COUNCIL MEETING DATE: July 16, 2021

GENERAL NATURE OF DELEGATION: 1 REVIEW OUTCOME OF MEETINGS HELD AND DOCUMENTATION SUBMITTED - May - July 2021 2 SHARE DECISION (OUTCOME OF MEETINGS) AND ANSWER ANY QUESTIONS 3 REVIEW RECOMMENDATIONS... DATED JUL 8, 2021 (ATTACHED WITH DELEGATE REQUEST FORM) AND ANSWER ANY QUESTIONS. (IF TIME CONSTRAINTS AT MEETING, # 3 CAN BE TAKEN OFFLINE FOR DISCUSSION & DEPLOYMENT WITH APPROPRIATE CONTACTS AS ADVISED)

A WRITTEN COPY OF THE PRESENTATION IS REQUIRED WITH ALL DELEGATION REQUESTS

The personal information contained in communications directed to Council and its Advisory Committees is collected under the authority of the Municipal Act, 2001, as amended, and will be used to assist Council and Committee Members in their deliberations. Questions about this collection should be addressed to the Town Clerk at 8 Main Street, Box 38, Kearney, Ontario, P0A 1M0, by telephone 705 636 7752, or by email orange.ross@townofkearney.ca.

Communications addressed to Council and its Advisory Committees will become part of the public record and will be placed on a public agenda and made available electronically through the Town of Kearney internet website. Anonymous communications sent to Council or to its Committees will NOT be accepted.

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.

[Handwritten Signature]
(Initials)

[Handwritten Signature]
SIGNATURE: [Handwritten Signature]

(AND ON BEHALF OF DELEGATES LISTED ABOVE)

DATE: 2021-06-03 (Original submitted)
2021-07-14 (Revised to reflect discussions held + progress made since June 3, 2021)

Presented by: Presenters/Delegates - Tom V; Caroline V; Elvy M; Yasmin R; small/select group of *Users*
Presented to: Mayors and Council Members of Town of Kearney and Perry Township; And see Note below.

Document Scope:

- *This Report* summarizes Recommendations/Best Practices received from a partial/small group of *Users* and Stakeholders. Including input during discussions with key township stakeholders at meetings held May-July 2021 (Norm H – May 14th; Walkthrough Meeting with Norm H, Carol B, Paul Z, Tom V – June 18th; Paul Z July 7th. Thank you)

Context/Background (leading to this Report):

- At the May 14th meeting with Mayor, Township of Perry, Norm H, Delegates were requested to provide final input/answer on the Proposed Decision Recommendation (see below), so as to ensure any changes to Trail Maps for 21/22 Season would be completed on schedule (pre September 2021). Delegates obtained input from a (partial/small) group of *Users* at short notice and discussed their Preliminary Recommendations at the May 21st 2021 meeting with Norm H and Beth M. Since then this document has been further edited (succinctness) and formalized into this Report and the related **Appendix 4 - Recommendation Summary** (Page 3 and 4).

Notes:

- For 'transparency' and consistency in communication, *this Report* will be shared with appropriate Stakeholders /Authorities (discretion will be used), after the July 16th, 2021 Town of Kearney Council meeting.

BACKGROUND/DECISION BY TOWNSHIPS – FOR REVIEW WITH TOWN OF KEARNEY COUNCIL JULY 16TH 2021

- It is established that the Issue and Risks are significant and 'real' based on discussions and documentation.
- Through collaborative discussions with Township stakeholders (Town of Kearney and Perry Township) and extended partners (Snowmobile Clubs), a Decision was made to execute an additional Trial¹ route along Kearney Road.
- Decision was confirmed by all in attendance at the June 18th Walkthrough Meeting, that the Trial route of Kearney Road will be implemented in time for start of the 2021/22 Snowmobile Season.
- The necessary updates will be made to the Snowmobile Trail Maps prior to start of the 2021/22 Snowmobile Season.
- OFSC will be advised of the change (and related rationale for change) in advance of the start of 2021/22 Season

Notes:

- Mark Reynolds (Highland Rovers Snowmobile Club) was unable to attend. However Norm H advised he received agreement from Mark on the change and that Mark is able to create and groom the additional Trail along the main culvert, to keep it off the Kearney Road portion of the Trail (A key point raised by Carol B on behalf of the Town of Kearney members, at the Walkthrough Meeting June 18th)
- A follow up discussion held with Norm H in early July 2021, confirms the need for this Decision to be shared with Kearney Council Members at July 16th Kearney Town Council Meeting and address any questions they may have. In addition, Norm H advised that Perry Township supports the above Decision.

RESPONSE FROM USERS/DELEGATES AS RESULT OF ABOVE DECISION – FOR REVIEW ON JULY 16TH 2021

- Above Decision is seen in a positive light by Users (and Delegates) – a fair, reasonable first step in the right direction.
 - The original request to both Townships and Club Owners was to take into consideration the significant risks to Human Safety that *Users* have been experiencing over the recent years and to permanently move the D-Trail off the Fisher Lake/Woodland Lane/Patton Road route prior to the 2021/22 Snowmobile Season.
- As a result of the above Decision though – ie maintaining status quo on the Current portion of the D-trail (Fisher Lake/Woodland Lane/Patton Road route) – the Risks faced remains high. And unfortunately, vulnerability of Human Safety remains at stake for the entire 2021/2022 Snowmobile Season.
- However, there is hope that the additional Trial route will result in decreased volume along the Current impacted route.
 - Having said that, the non-adherence to speed and stop signs is expected to continue for those who use the Current route – just as we have experienced over the past few years.
 - In addition, there is no guarantee of decreases in volume along the Current route, until the 2021/2022 Season is upon us. Some reasons include:
 - Riders continue using the Current/known (impacted) route for a few reasons: either because i) they haven't noticed the update in the 2021/2022 Trail Map and/or ii) they may find the Kearney Road option of low value and/or iii) are unaware of the documented Human Safety risks present on the Current
 - Overall permit volumes may increase due to pent up demand (post COVID restrictions) – presenting a positive outcome on the one hand – a higher revenue opportunity for our Clubs and local businesses. However, on the flip side, it may also present increased risks to *Users* along the Current impacted route (even with 'shared' volumes along the additional and existing routes)
 - To reiterate, the greatest risks are faced during period Thursday-Sunday, when the volumes increase dramatically. Local riders from our surrounding communities have been and remain a lesser concern.

RECOMMENDATIONS & NEXT STEPS – FOR REVIEW JULY 16TH & DEPLOY PRE 2021/2022 Season

Based on preliminary feedback from a partial group of *Users* & Stakeholders, attached is Appendix 4 – Summary of Recommendations and Next Steps², to make this Trial transition a positive and safe experience for *all* community partners and *Users* –those that maybe impacted both along the Additional Kearney Road Route and those along the Current Fisher Lake Road/Woodland Lane/Patton Road route.

These Recommendations are being requested for review (and subsequent deployment), to allow planning and related tactics to be completed, well in advance of the 2021/2022 Snowmobile Season. (Note: Some Stakeholders are aware of and support some of the listed items). We are requesting you to incorporate these as part of the Interim Trial Route – as this would, we hope, reduce the Risks that several Users are fearing the upcoming 21/22 Season will bring.

Support from our Stakeholders and Partners (Townships, Snowmobile Clubs and Enforcement Authorities, among others) is appreciated, as we continue to make strides in our partnership, working closely to ensure Human Safety Risks are *proactively* managed, during this Interim phase of the Trail change.

APPRECIATION:

We acknowledge the support and collaboration of key partners over the period May 2021 through July 2021 – those who made themselves available to collaborate positively and identify opportunities for change. Norm Hofstetter, Carol Ballantyne, Paul Ziraldo, Cheryl Philip, Elizabeth Stermsek, Mike Rickwards and Mark Reynolds (for your feedback through Norm Hofstetter). Thank you **all** for your due diligence and prioritizing our input and discussions. A big *thank you* to staff at both Town of Kearney (Lesley Cindy and Brenda) and at the Perry Township (Beth and Amy) for your consistent support.

APPENDIX 4: Recommendation Summary (Page 3 and 4 attached)

Discussion of the Recommendations with the appropriate partners and deploying the appropriate ones prior to the 21/22 Snowmobile Season, is critical for the peace of mind of Users (and Delegates). A reassurance that strategic measures are in place to support and protect their safety during the 21/22 Season - this will result in less stress, less impacts to health and a higher appreciation for our community leaders/partners relative to their prioritization of Human Safety within their community based on documented 'knowns'.

NOTES:

¹ **Additional Trial Route along Kearney Road:** Will be added to the 2021/2022 Snowmobile Trail Map as an 'additional' route.

The words "Trial", "ALT" or "Alternate" will be avoided in all material (online or printed copies of maps or communication).

"Trial" is the term recommended by both Township of Perry and Town of Kearney Stakeholders; is defined as a period of time (1 snowmobile season) during which evaluation will be completed & discussions held with partners (including Delegates), *prior to* permanent closure of D-trail along the high risk Existing route (Fisher Lake Road/Woodland Lane/Patton Road).

² **Users:** Includes recreational and non-recreational motorized and non-motorized Users of the route Fisher Lake Rd-Woodland Lane-Patton Road (Details of Types of *Users* available in documentation, on the Town of Kearney and Perry Township websites, at start of formal Council Meetings, early 2021)

APPENDIX 4 – Recommendation Summary

Notes:

Logistics and specifics of items below, can be discussed at separate brief meetings with appropriate contacts. Suggestion is that we collaborate with partners who have been involved in recent meetings (efficiencies for all). Support from Stakeholders from Town of Kearney & Perry Township, our local Snowmobile Clubs and our Enforcement partners (OPP) to prioritize and execute on these prior to 21/22 Season, is much appreciated.

#	Recommendation Summary	Type	Tactics – What/Where	Next Steps/Timing & Comments
1	<p><u>What:</u> Wording Update re: new route on multiple communication channels, particularly 21/22 Trail Map (hard and soft copies). Should not state “Alternate or Alt or Option”.</p> <p><u>Recommendation:</u> “New or Additional”, this is consistent with Stakeholder discussions. Include safety aspects for riders: due to use of ‘shoulders’ on a wider/larger well maintained and lit road.</p> <p><u>Rationale:</u> More positive outcome to the new route acceptance and change propensity vs providing an ‘option’ or an ‘alternative’ (And, once riders understand the gravity of the Human Safety Issues being faced along the Existing route, the hope is they will lean towards taking the new route).</p> <p>This is a known <i>Best Practice Change Strategy</i></p>	<p><u>Communication</u> – Multiple channels related to 2021/2022 Season material.</p>	<p><u>Multiple Sites & Communication Points:</u> 21/22 Snowmobile Trail Maps; OFSC site; Snowmobile Club sites; Town sites; Facebook; OPP sites & any other pertinent written and/or online material that references the new/additional route.</p>	<p>Positive response from Key Stakeholders – both Town of Kearney and Perry Township</p> <p><u>1) 21/22 Trail Map Updates:</u> Delegates would like to understand who is the final authority to review appropriate use of verbiage for 21/22 Trail Map – Prior to July 31st. 2021</p> <p><u>2) All other Sites & Communication Points for 21/22 Season:</u> Delegates would like to review final verbiage <i>pre-deployment</i>, as best possible. If above is not feasible, review with appropriate contact for each communication point, <i>after deployment</i>, with an agreement to make reasonable* changes as required prior to 21/22 Season start (* the key aspect is that it should reflect the stated Rationale)</p>
2	<p><u>What:</u> Proactively communicate with residents/cottagers of both Townships re: upcoming change</p> <p><u>Recommendation:</u> Update our Community tax payer base (residents and cottagers) of both Townships using the Tax Bill mailing opportunity</p> <p><u>Rationale:</u> Transparency for all community members that Kearney Road is the new/additional route – preparing them for change.</p> <p>This is a well known <i>Best Practice Change & Communication Strategy</i></p>	<p><u>Communication</u> – Tax base members from both Town of Kearney and Perry Township</p>	<p><u>Tax Bill Fall 2021:</u> Two options – a statement message included on the Tax Bill OR a paper insert with the Tax Bill.</p> <p><u>Message Summary:</u> Advise of change (Additional/new route along Kearney Rd); State why change (Due to Significant Increases in Human Safety issues); Acknowledge their support of community safety.</p>	<p>Positive response from key Stakeholders (Town of Kearney; discussion is yet to be had with Township of Perry). Incorporate verbiage as both Towns’ office staff sees fit – using the appropriate context of Message Summary.</p> <p>Delegates would like to review the final verbiage <i>prior to deployment</i> and are available as needed anytime required.</p>
3	<p><u>What:</u> Signage at various points leading to and from New route</p> <p><u>Recommendation:</u> Ensure appropriate Signage (on/along roads) that points to /highlights the New route along Kearney Road. For both directions of sled traffic.</p> <p><u>Rationale:</u> Makes it simple & attractive (catches attention without having to search/look for it) and therefore an easier decision to use the new route.</p> <p>A well known <i>Best Practice Change & Communication Strategy</i></p>	<p><u>Communication</u> – Signage along Roads/Routes</p>	<p>It is critical the signage is: i) clear and stands out (in the snow/weather conditions) ii) create multiple opportunities for signs to be seen until riders are used to change (vs a single sign)</p>	<p>Positive response from key Stakeholders.</p> <p>Delegates would like to review the final verbiage <i>prior to deployment</i> and are available as needed anytime required.</p>

The following Recommendations are primarily aimed at the Existing Route (Fisher Lake Road/Woodland Lane/Patton Road)

<p>4 <u>What:</u> Video Surveillance along Existing Route versus 'complaints and personal narratives driven data' through the 21/22 Season</p> <p><u>Recommendation:</u> Set up video surveillance at key points along Existing route to strictly act as a data tool to observe and evaluate volumes, speeding infractions and non-adherence to signs.</p> <p><u>Rationale:</u> Allows for a non-arbitrary tool providing objective evaluation/data, for discussions in Spring 2022, to permanently move the Trail off the Existing route. Also eliminates the role of various Users to call & complain to the authorities each time an issue is witnessed (Users have indicated they are uncomfortable to do so. Better efficiencies for authorities versus respond to individual calls from Users)</p> <p><i>Best Practice Change & Evaluation Strategy</i></p>	<p align="center"><u>Evaluation</u></p>	<p>At key points along the Existing route, in advance of 21/22 Season start. (Users have provided suggestions for key locations along Existing route that will best capture data)</p>	<p>This needs further review as it will require funding for both the surveillance component and also the appropriate signage.</p> <p>Delegates would like to take this offline and discuss with the appropriate contacts at the Snowmobile Clubs and/or the Townships, by August 31, 2021 as best possible.</p>
<p>5 <u>What:</u> Enforcement support particularly through period Friday aft-Sunday aft, through the 21/22 Season when traffic volumes are at their highest and risks to Human Safety increase exponentially</p> <p><u>Recommendation:</u> Potential for Paid Duty officer to support needs for Human Safety (Note: in previous years, the Enforcement presence was positively received by all Users – Enforcement was primarily aimed at educating riders on the need to follow speed and stop signs, where applicable, with the tone being social and collaborative in nature (vs punitive).</p> <p><u>Rationale:</u> A positive experience for all Users and Users are 'safer' during the peak/worst times of the Season. Self explanatory</p> <p><i>Best Practice Evaluation & Education Strategy</i></p>	<p align="center"><u>Education & Evaluation</u></p>	<p>At key points along the Existing route, primarily during Friday-Sunday 21/22 Season.</p>	<p>This needs further review as it will require funding (which at best should be avoided from Town of Kearney and/or Township of Perry budgets).</p> <p>Delegates would like to take this offline and discuss with the appropriate contacts by August 31, 2021 as best possible. Please advise</p>
<p>6 <u>What:</u> Access to a key contact(s) within the following Stakeholder groups – should the Users face significant Human Safety Risks during the 21/22 Season –</p> <p><u>Recommendation:</u> Potential for Risks to increase or remain High are present. As a result, Users (and Delegates) would like the opportunity to have a discussion and plan for alternate strategies to reduce the Human Safety Risks.</p> <p><u>Rationale:</u> We are asking this of our Stakeholders as a proactive measure only, our resources will be limited to have these discussions during that period – however we want to ensure that is available to Users, should the need arise.</p> <p><i>Best Practice Escalations Strategy</i></p>	<p align="center"><u>Education & Evaluation</u></p>	<p>Only as needed, phone discussions only, during 21/22 Season</p>	<p>Delegates would like to understand who is the contact(s) who can be accessed – one who is in a position to review the concerns and implement alternatives that will address the potential (and repeat) severity of Human Safety Risks as they may occur during the 21/22 Season</p> <p>Delegates would like to take this offline and discuss with the appropriate contacts by August 31, 2021 as best possible. Please advise</p>

- End of document -

DELEGATION FORM – Online Submission

Terms and Conditions – Accepted

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.

Name

Dawn Eveley

Email

rufus1758@gmail.com

Telephone Number

705-636-5816

Address

1819 Highway 518, Kearney

Date of Meeting for Designation

Friday, July 16, 2021

Please describe the general nature of your delegation:

1819 Highway 518, Kearney - Dawn Marie Eveley & Matthew Vettese: Development proposal with great community benefits: This request is from Dawn Eveley (Current Owner of 1819 Highway 518, Kearney), and Matthew Vettese (Business and Development partner of Dawn Marie Eveley). The request is for a hearing at the Town of Kearney Council Meeting scheduled for 1PM on this coming Friday, July 16, 2021 (if the time is different, then please advise). The parcel of land currently undeveloped at 1819 Highway 518 is one of the adjoining parcels of land that touch the Kearney City Owned Waterfront Road Allowance that fronts Hazzard Lake. We feel that although the City Bylaw states that the parcel must be sold to an adjoining land owner parcel, that although 1845 Highway 518 (Presently owned by) has a larger border adjoining the City owned parcel, that 1819 Highway 518 has the far greater need for, and benefit to being awarded the use and/or ownership of the City owned Waterfront parcel of land. 1845 Highway 518 already is improved and seems to have no need or beneficial interest in the City O Waterfront Road Allowance that is the Subject of this Council Meeting request. The benefit to the parcel at 1819 Highway 518 is by far the greater, and it is that material fact, and also the impact on the development decision of that land that are the points we would like to demonstrate to the City OF Kearney in the Council Meeting on Friday. We will generate monies for the City in the Sale, create an increased Tax

Base by building more Cottage Dwellings, and thereby bring more families into the City of Kearney to spend money in the local economy (Grocery Stores, Shops, City Services, etc...). The likelihood of 1819 Highway 518 getting developed without the addition of the waterfrontage is very slim. Our proposed Development Concept encompasses the 4 acre (approximately) Land Parcel located at 1819 Highway 518, and requires the addition of a Waterfront Community Parkette for the development to share that will be created with the addition of the City-owned Land which front Hazzard Lake and will be the focal draw to the small and affordable new Cottage Community that we intend on building on this combined site. Our development plan will not include any requests to add structures of any kind onto the City Owned parcel of land that we are requesting; and it is this design factor that should make the neighbouring properties to the development not have any objection (No hinderance of their peaceful enjoyment and lake vistas). The other main adjoining property that is located at 1845 Highway 518 simply has a narrow strip of unused/unuseable land as their adjoining border to the City Owned Land in question. The strip that 1845 Highway 518 has touching the City's land is a narrow, rocky, and tree covered projection that protrudes parallel to the City Land behind it, and is the farthest portion of 1845's land and its main useable portion that is where their developed Home Site is currently located now.

THE CONCEPT - A NEW AFFORDABLE COTTAGE COMMUNITY IN KEARNEY, ON: The subject property at 1819 Highway 518 has been always been vacant, and will likely remain unimproved for the unforeseen future with its current characteristics and highly limited waterfront access. Our proposal is to work with the city to acquire the city-owned waterfront parcel/Road Allowance that adjoins our property and to create a new Cottage Community that offers affordable cottages with a common shared Parkette for all to enjoy (on the parcel acquired and combined from the city of Kearney).

CREATING A SHARED WATERFRONT DESTINATION: The new Cottage Community & Development concept that we are proposing for these Kearney Lands is largely is contingent on the acquisition (by sale or lease from the City of Kearney) of the City-Owned Lands that are touching and directly adjacent to our subject property (1819 Highway 518); as this would be necessary to change the land characteristics by combining the two parcels and making the large 4 acre subject site a cottage destination with shared waterfront access on the new waterfront parcel being combined with the subject land.

CITY OWNED LANDS - DESCRIPTION: The City-owned land (Waterfront Road allowance) is a landlocked parcel of land that winds along the coastline and the waterfront edge of the City Land begins where the waterfront edge of the land at the subject site (1819 Highway 518) ends. The City Land is unknown in dimensions to us. We have been unable to locate any corresponding PIN or identification for the city-owned land in question. The City land can be easily identified on a map meandering along the coast directly beside Hwy 518 and is quite long but very shallow in depth.

NEW AFFORDABLE COTTAGE COMMUNITY IS A WIN-WIN FOR ALL PARTIES AND A BOOST TO THE CITY OF KEARNEY AND THE LOCAL ECONOMY: I cannot see that there is any current or future use or function for this land to the city of Kearney, and therefore we are requesting and suggesting that the deemed

disposition of this city land to us will only benefit all parties. The land sale will create a capital injection to the city of Kearney that could be put to good use (I.E Road Works, Bridge Works, Public Parks ad Improvements, etc...). The sale will also create the characteristics for our land that make it an attractive development site for affordable cottages with a shared Parkette, and will create Property Taxes to add to the Tax Base of The City of Kearney, and will also create more family dwellings that will spend money in the economy of Kearney (Local shops and stores, tourism, etc...). We see this project as a win-win for the community as a whole, and also a solution for the problem of a GREAT SHORTAGE OF AFFORDABLE COTTAGES. PLEASE CONFIRM MEETING TIME AND LOCATION: Dawn and myself very much look forward to having the opportunity to present in person at the upcoming Council Meeting scheduled for this Friday, July 9th. P This project is very important to us, and in this meeting we will be presenting documentation and drawings that will make our request more clear and logical. This design and proposal has been carefully formulated and researched; we possess all of the main components to undertake this project, including: Successful Development experience, careful planning and market research, the Financial assets and knowledge, and many more attrubutes that we feel it takes to be a positive development partner of the Town of Kearney. Please confirm receipt and confirmation of our meeting appointment. Thank you in advance for your consideration; see you soon.

Best regards, Dawn Marie Eveley (PH 705-636-2730) & Matthew Vettese (CELL 647-980-4939)



The Corporation of the Town of Kearney

8 Main Street Box 38 Kearney ON P0A 1M0

MINUTES

REGULAR COUNCIL MEETING

Council Chambers

Friday, June 25th, 2021

1:00 p.m.

Council Members Present: Mayor Carol Ballantyne
Councillors: Mike Rickward and Liz Stermsek. Paul Ziraldo joined
(Virtual) at 1:30 p.m.

Staff Present: Brenda J. Fraser, CAO|Clerk|Treasurer
Keven Beaucage, Deputy Clerk – Deputy Treasurer
Brian Horsman, Chief Building Official
Ross Gattozzi, Operations Manager (Virtual)
Paul Schaefer, Fire Chief (Virtual)

Regrets: Councillor Cheryl Philip

1. **Call the Meeting to Order**

Res. No. 1/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney on June 25th, 2021 be declared open and called to order at 1:00 p.m. **CARRIED**

Moment of silence to honour the memory of Allan Ireland.

2. **Approval of Agenda**

Res. No. 2/25/06/2021 Mike Rickward, Liz Stermsek

BE IT RESOLVED that the Agenda of the Regular Council Meeting of the Corporation of the Town of Kearney on June 25th, 2021 be adopted as amended.

ADD 10(f)(iv) Resolution re: New Firefighter CARRIED

3. **Declaration of Pecuniary Interest and the General Nature Thereof – None noted.**

4. **Delegations/Presentations**

(a) **Delegations**

(i) **Holly Groome**, Vice President, Clam Lakes Property Owners Association re:
Bare Rock Trail

On behalf of the Clam Lakes Property Owners Association, Ms. Groome noted areas on Bare Rock Trail that require maintenance and requested Council consider the suggested improvements.

(b) **Presentations**

(i) **Dave Gray**, Director of Economic Development, Almaguin Community Economic Development re: 2020 Annual Report: 2021 Work Plan

Mr. Gray briefly noted the ACED Annual Report and 2021 Work Plan and offered to continue to work with Kearney to see Kearney highlighted and to help our businesses grow.

5. **Minutes**

(a) **Adoption of Minutes**

Res. No. 5(a)(i)/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the Minutes of the Council Meeting(s) as follows:

(i) **Regular Meeting, Draft Minutes – June 4th, 2021 CARRIED**

(b) Receive Committee Minutes

Res. No. 5(b)(i)/25/06/2021 Mike Rickward, Liz Stermsek

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receive the following Advisory Committee Minutes:

- (i) **Kearney Community Centre Building Advisory Committee, Draft Minutes – June 17th, 2021**

CARRIED

6. **Committee Resolutions for Consideration** - Nil

7. **Public Meetings (Pursuant to the *Planning Act*)** – Nil

8. **Public Meetings (Pursuant to the *Municipal Act*)** – Nil

9. **Unfinished Business** – Nil

10. **Reports and By-laws**

(a) **Building** - Nil

(b) **Planning**

- (i) **Report and Resolution re: Request to purchase Shore Road Allowance (29 Generation Lane)**

Res. No. 10(b)(i)/25/06/2021 Liz Stermsek, Mike Rickward

WHEREAS an application to purchase the Shore Road Allowance in front of the property known as 29 Generation Lane has been received;

AND WHEREAS Council continues to support the sale of Shore Road Allowances to the adjacent property owner;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports, in principle, the sale of the Shore Road Allowance in front of 29 Generation Lane, to the adjoining land owner.

CARRIED

- (ii) **Report and Resolution re: Request to purchase Shore Road Allowance (266 Hazard Hill Road)**

Res. No. 10(b)(ii)/25/06/2021 Mike Rickward, Liz Stermsek

WHEREAS an application to purchase the Shore Road Allowance in front of the property known as 266 Hazard Hill Road has been received;

AND WHEREAS Council continues to support the sale of Shore Road Allowances to the adjacent property owner;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports, in principle, the sale of the Shore Road Allowance in front of 266 Hazard Hill Road, to the adjoining land owner.

CARRIED

- (iii) **Report and Resolution re: Encroachment Agreement request (696 Grass Lake Road)**

Res. No. 10(b)(iii)/25/06/2021 Liz Stermsek, Mike Rickward

WHEREAS a request has been received to continue to locate a dock on the Shore Road Allowance presently owned by the Town and adjacent to the property at 696 Grass Lake Road;

AND WHEREAS the property owner at 696 Grass Lake Road is requesting to enter into an Encroachment Agreement with the Town, for this dock;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney is willing to enter into an Encroachment Agreement and asks that the new dock be located as close to their property line as possible and clearly marked for winter.

CARRIED

(c) **Operations**

- (i) **Transfer Station Report** – for the period June 3, 2021 to June 22, 2021 – **Report only.**

- (ii) **Report and Resolution re: 2021 OSIM Bridge and Culvert Inspection Program**

Res. No. 10(c)(ii)/25/06/2021 Mike Rickward, Liz Stermsek

WHEREAS Council had previously received a quote from Tulloch Engineering, the Town's Engineer of Record, with regard to the required biennial OSIM report;

AND WHEREAS Tulloch Engineering proposed, at that time, to complete the 2021 OSIM Report for the same fee as in 2019;

AND WHEREAS Council deemed it expedient to request additional quotes for the 2021 OSIM Report;

AND WHEREAS quotes have now been received as follows:

Tulloch Engineering	\$5,900.00 + HST; New: Will match lowest quote
DM Wills Engineering	\$4,740.00 + HST
Tatham Engineering	\$6,900.00 + HST

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney accepts the quote from DM Wills Eng. in the amount of \$4,740.00 + HST to complete the 2021 Biennial Municipal Structure Inspections and Report. **CARRIED**

(iii) **Report and Resolution re:** Echo Ridge Culvert Replacement

Res. No. 10(c)(iii)/25/06/2021 Liz Stermsek, Mike Rickward

WHEREAS the Town of Kearney requested Tenders for the replacement of the Echo Ridge Road Culvert;

AND WHEREAS five (5) Tenders were received as follows:

HLD Corporation of Huntsville	\$305,077.00
Fowler Construction Company Limited of Bracebridge	\$355,060.28
Deep Construction Inc. of Sturgeon Falls	\$438,241.87
Bruman Construction Inc. of North Bay	\$453,986.00
Fidelity Engineering & Construction Inc. of Colborne	\$624,125.03

AND WHEREAS these Tenders are all higher than the Engineer's pre-tender revised estimate of \$240,240.00 due to construction costs being at a premium as a result of COVID related supply and demand impacts in labour and material (particularly steel);

AND WHEREAS the Town has included an amount of \$265,00.00 in the 2021 Budget for the Echo Ridge Road Culvert replacement;

AND WHEREAS Tulloch Engineering has reviewed the Tenders received and recommends the Tender be awarded to HLD Corporation;

AND WHEREAS Tulloch Engineering has suggested that the Town may request that Tulloch negotiate cost saving after the Tender Award, by deleting the polymer coating on the culvert and by eliminating/ deferring the guiderail systems;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney accepts the Tender from HLD Corporation of Huntsville in the amount of \$305,077.00 to complete the Echo Ridge Road Culvert Replacement. **CARRIED**

(d) **Administration**

(i) **By-law No. 2021-xx re:** To Establish Fees and Charges

Res. No. 10(d)(i)/25/06/2021 Liz Stermsek, Mike Rickward

By-law No. 2021-25, Being a By-law to Establish Fees or Charges for Services or Activities provided or done by the Corporation of the Town of Kearney, be read a first, second and third time and numbered 2021-25 and that the said By-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book. **CARRIED**

(e) **Treasury**

(i) **Report and Resolution re:** Payment Register

Res. No. 10(e)(i)/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney has received the 'List of Accounts' and has no objections to be noted with regard to Cheques #30778 to #30842 in the total amount of \$604,475.98. **CARRIED**

(ii) **Draft By-law No. 2021-xx re:** To set the 2021 Tax Ratios and 2021 Tax Rates

Res. No. 10(e)(ii)/25/06/2021 Liz Stermsek, Mike Rickward

By-law No. 2021-26, Being a By-law to Set the 2021 Tax Ratios and 2021 Tax Rates and to further provide for Tax Collection and Penalty and Interest in Default of Payment thereof, be read a first, second and third time and numbered 2021-26 and that the said By-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book. **CARRIED**

(f) **Fire and Emergency Services**

(i) **Report re:** Fire Chief, Fire Department Report for Regular Council Meeting on June 25, 2021 – **Report only.**

(ii) **By-law No. 2021-xx re:** To Provide for the Regulation of Open Air Burning

Res. No. 10(f)(ii)/25/06/2021 Liz Stermsek, Mike Rickward

By-law No. 2021-27, Being a By-law to provide for the regulation of Open Air Burning and precautions to be taken by persons setting fires, be read a first, second and third time and numbered 2021-27 and that the said By-law be signed by the Mayor and Clerk, sealed with the

(iii) **Discussion re:** New Fire Truck – **Discussion only.**

(iv) **Resolution re:** New Firefighter

Res. No. 10(f)(iv)/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that, effective immediately, the Council of the Corporation of the Town of Kearney accepts Jacob Lee to the Kearney Fire and Emergency Services Department, as a volunteer firefighter/first responder, subject to the conditions agreed to in the United Food and Commercial Workers Collective Agreement.

CARRIED

(g) **Facilities and Buildings** - Nil

(h) **Council Presentations**

(i) **Mayor Ballantyne, discussion re:** Public Access to Town Office

Discussion of Council resulted in the decision for Municipal Buildings to continue to remain closed to the public at this time.

11. Correspondence

(a) **Action Items**

(i) **Town of Fort Erie re:** Provincial Hospital Funding of Major Capital Equipment

Res. No. 11(a)(i)/25/06/2021 Mike Rickward, Liz Stermsek

WHEREAS Municipalities across the Province are facing major shortfalls in meeting their financial obligations as set out in their asset management plans;

AND WHEREAS Municipalities cannot afford to directly absorb the financial responsibility for the replacement costs of hospitals' major capital equipment without jeopardizing their own financial sustainability;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the Town of Perth in their request to have the Province be completely responsible for funding local hospitals;

AND FURTHER, if the Province is unwilling to assume the full responsibility for funding local hospitals completely, Council requests that the Province develop legislative framework as to how counties and municipalities should best address the financial shortfalls facing hospitals throughout Ontario.

CARRIED

(ii) **Town of Fort Erie re:** Capital Gains Tax on Primary Residence

Res. No. 11(a)(ii)/25/06/2021 Liz Stermsek, Mike Rickward

WHEREAS primary residences are currently exempt from capital gains tax;

AND WHEREAS currently, secondary and additional non-primary properties are subject to capital gains;

AND WHEREAS the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada;

AND WHEREAS smaller communities are seeing unprecedented higher selling prices that are outpacing prices in larger cities;

AND WHEREAS many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation;

AND WHEREAS a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities around diverse groups such as seniors who have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals;

AND WHEREAS the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney petitions the Federal Government to cease further consideration of eliminating capital gains tax exemptions on primary residences;

AND FURTHER that a copy of this Resolutions be circulated to: Prime Minister Justin Trudeau; Premier Doug Ford; MP Scott Aitchison and MPP Norm Miller.

CARRIED

(iii) **City of St. Catharines re:** Lyme Disease Awareness Month

Res. No. 11(a)(iii)/25/06/2021 Mike Rickward, Liz Stermsek

WHEREAS Lyme Disease is a crippling disease if not diagnosed and treated appropriately;

AND WHEREAS Ontario Health does not cover treatment and testing for all strains of Lyme Disease;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney petitions the Ontario Government to expand testing to all strains of Lyme Disease and to improve the level of treatment and care for those diagnosed with this crippling disease;
AND FURTHER that a copy of this Resolutions be circulated to: Premier Doug Ford; MP Scott Aitchison and MPP Norm Miller. **CARRIED**

(b) Information Items

- (i) Chief Administrative Officer, District of Parry Sound Social Services Administration Board re: May 2021 Report**
- (ii) Almaguin Highlands Health Centre, Draft Minutes – June 4th, 2021**

12. Other Business – Nil

13. Closed Session

Res. No. 13(a)-(b)/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that in accordance with Section 239, (1), (2), (3) and (3.1) of the Municipal Act, c. 25, S.O. 2001, as amended, the Council for the Corporation of the Town of Kearney will convene in Closed Session at 2:22 p.m. for discussion regarding:

- (a) *Personal matters about an identifiable individual, including municipal or local board employees;***
- (b) *Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.***

CARRIED

Res. No. 13(c)/25/06/2021 Mike Rickward, Liz Stermsek

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvene in Open Session and report on matters discussed in Closed Session. Closed Session adjourned at 3:10 p.m. **CARRIED**

14. Business Arising from Closed Session

Mayor Ballantyne reported on matters discussed in Closed Session.

15. Confirming By-Law

Res. No. 15/25/06/2021 Liz Stermsek, Mike Rickward

By-law No. 2021-28, Being a By-law to confirm the proceedings of Council at its Regular Meeting held on June 25th, 2021, be read a first, second and third time and numbered 2021-28 and that the said By-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book. **CARRIED**

16. Adjournment

Res. No. 16/25/06/2021 Liz Stermsek, Mike Rickward

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 3:12 p.m. to meet again at 1:00 p.m. on July 16th, 2021 in the Council Chambers, Kearney, Ontario. **CARRIED**

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Carol Ballantyne, Mayor

Brenda J. Fraser, Clerk

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE

FINANCIAL STATEMENTS

DECEMBER 31, 2020

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE

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Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers of the Contributing Municipalities of the Kearney-Perry Joint Waste Management Committee

Opinion

We have audited the financial statements of the Kearney-Perry Joint Waste Management Committee ("the Committee"), which comprise the statement of financial position as at December 31, 2020, and the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Kearney-Perry Joint Waste Management Committee as at December 31, 2020, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Grant Thornton LLP

North Bay, Canada
June 23, 2021

Chartered Professional Accountants
Licensed Public Accountants

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2020

	2020	2019
FINANCIAL ASSETS		
Cash	\$ 247,785	\$ 121,914
Investments <i>(Note 2)</i>	173,013	306,989
Accounts receivable	20,597	18,537
	441,395	447,440
LIABILITIES		
Accounts payable and accrued liabilities	15,447	14,199
Landfill closure and post-closure liability <i>(Note 3)</i>	170,000	135,000
	185,447	149,199
NET FINANCIAL ASSETS	255,948	298,241
NON-FINANCIAL ASSETS		
Tangible capital assets - net <i>(Note 5)</i>	54,610	59,052
	54,610	59,052
ACCUMULATED SURPLUS <i>(Note 6)</i>	\$ 310,558	\$ 357,293

Contractual Obligation *(Note 4)*

APPROVED ON BEHALF OF THE COMMITTEE:

_____ Chairperson

The accompanying notes are an integral part of these financial statements

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE
STATEMENTS OF OPERATIONS AND ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2020

	Budget 2020 <i>(see Note 7)</i>	Actual 2020	Actual 2019
REVENUE			
Municipal contributions - Perry	\$ 93,992	\$ 93,992	\$ 98,972
- Kearney	74,474	74,474	80,104
Other	150	8,114	7,555
TOTAL REVENUE	168,616	176,580	186,631
EXPENSES			
Materials and supplies	32,020	30,139	30,400
Contracted services	136,450	153,734	149,975
Amortization	39,400	39,442	22,531
TOTAL EXPENSES	207,870	223,315	202,906
ANNUAL DEFICIT <i>(Note 6)</i>	(39,254)	(46,735)	(16,275)
ACCUMULATED SURPLUS, BEGINNING OF YEAR	357,293	357,293	373,568
ACCUMULATED SURPLUS, END OF YEAR	\$ 318,039	\$ 310,558	\$ 357,293

The accompanying notes are an integral part of these financial statements

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE
STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2020

	Budget 2020 <i>(see Note 7)</i>	Actual 2020	Actual 2019
Annual deficit	\$ (39,254)	\$ (46,735)	\$ (16,275)
Acquisition of tangible capital assets	-	(35,000)	(17,000)
Amortization of tangible capital assets	39,400	39,442	22,531
Increase (decrease) in net financial assets	146	(42,293)	(10,744)
Net financial assets, beginning of year	298,241	298,241	308,985
Net financial assets, end of year	\$ 298,387	\$ 255,948	\$ 298,241

The accompanying notes are an integral part of these financial statements

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

	2020	2019
Operating transactions		
Annual deficit	\$ (46,735)	\$ (16,275)
Non-cash charges to operations:		
Amortization	39,442	22,531
Change in landfill closure and post-closure liability	35,000	17,000
	27,707	23,256
Changes in non-cash items:		
Accounts receivable	(2,060)	(470)
Accounts payable and accrued liabilities	1,248	(5,076)
	(812)	(5,546)
Cash provided by operating transactions	26,895	17,710
Capital transactions		
Acquisition of tangible capital assets	(35,000)	(17,000)
Cash applied to capital transactions	(35,000)	(17,000)
Investing transactions		
Change in investments	133,976	(7,016)
Cash provided by (applied to) investing transactions	133,976	(7,016)
Net change in cash	125,871	(6,306)
Cash, beginning of year	121,914	128,220
Cash, end of year	\$ 247,785	\$ 121,914

The accompanying notes are an integral part of these financial statements

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE

NOTES TO THE FINANCIAL STATEMENTS

Year Ended December 31, 2020

The Kearney-Perry Joint Waste Management Committee (the "organization") is a joint committee of the Corporation of the Town of Kearney and the Corporation of the Township of Perry, who contribute towards the organization in proportion to their relative property assessment values.

MANAGEMENT RESPONSIBILITY

The financial statements of the organization are the responsibility of management and have been prepared in accordance with Canadian generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of significant accounting policies is provided in Note 1. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls to provide reasonable assurance that reliable financial information is produced. The internal controls are designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the financial statements.

1. SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies adopted by the organization are as follows:

Basis of Accounting

- (i) **Accrual basis of accounting**
Revenue and expenses are reported on the accrual basis of accounting. Revenue is recognized in the year in which it is earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.
- (ii) **Cash**
Cash includes cash on hand and balances held at financial institutions.
- (iii) **Investments**
Investments are recorded at cost plus accrued interest.
- (iv) **Non-financial assets**
Non-financial assets are not available to discharge existing liabilities but are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEENOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2020

(a) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. Borrowing costs related to the acquisition of tangible capital assets are expensed in the year incurred. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements - 20 years
Buildings - 50 years
Machinery and equipment - 20 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

Estimated closure and post-closure expenses for active landfill sites are amortized annually on the basis of capacity used during the year as a percentage of the estimated total capacity of the landfill site.

Tangible capital assets received as donations are recorded at their fair value at the date of receipt.

(v) Reserves and reserve funds

Certain amounts, as approved by the organization, are set aside in reserves and reserve funds for future operating and capital purposes. Balances related to these funds are included in the accumulated surplus of the Statement of Financial Position.

(vi) Government transfers

Government transfers are recognized in the financial statements as revenue when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the Statement of Operations as the stipulation liabilities are settled.

(vii) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. These estimates and assumptions are based on management's historical experience, best knowledge of current events and actions that the organization may undertake in the future. Significant accounting estimates include estimated useful lives of tangible capital assets and solid waste landfill closure and post-closure liabilities. Actual results could differ from these estimates.

2. INVESTMENTS

Investments are comprised of guaranteed investment certificates, bearing interest at 2.10% and maturing March 1, 2021.

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEENOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2020

3. LANDFILL CLOSURE AND POST-CLOSURE LIABILITY

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final cover and landscaping of the landfill site, management of groundwater and leachates, and ongoing environmental monitoring and site inspection. Estimated expenditures related to the closure and subsequent maintenance of this site are recognized in the financial statements over the operating life of the site, in proportion to its utilized capacity.

The liability for the landfill site is recorded at \$170,000 (2019 \$135,000) and represents the present value of closure and post-closure costs for 28% of the approved site area, using an estimated long-term borrowing rate of 2.15% (2019 2.86%) and inflation rate of 1.6% (2019 1.7%). The total estimated future expenditures - representing the sum of the discounted future cash flows for closure and post-closure care - are \$965,930 (2019 \$755,357), leaving an amount to be recognized of \$795,930 (2019 \$620,357). The estimated remaining capacity of the site is approximately 97,843 cubic metres, estimated to be filled in 53 years. Post-closure care is estimated to be required for a period of 25 years.

The organization has closure reserves of \$307,713 (2019 \$303,010) to fund this liability.

4. CONTRACTUAL OBLIGATION

In 2018 the organization renewed its contract with Waste Connections of Canada Ltd. to perform waste pick-up and landfill site services at the Rain Lake landfill site for the period January 1, 2019 to December 31, 2023. Contract prices for the first year of the contract are as follows:

- \$195.50 to \$290.25 for bin pick-ups and drop offs from the municipal transfer stations;
- \$120.00 per hour for backhoe loader use;
- \$46,800 for landfill site operations.

The contract prices are subject to an annual CPI adjustment commencing January 1, 2020.

In 2019 the organization entered into a contract with WSP Canada Inc. to perform monitoring at the Rain Lake landfill site for the years 2020 to 2024 at a base cost of \$15,175 for 2020 to 2022, and \$15,479 for 2023 to 2024.

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEE

NOTES TO THE FINANCIAL STATEMENTS

Year Ended December 31, 2020

5. TANGIBLE CAPITAL ASSETS

The tangible capital assets of the organization by major asset class are outlined below. Landfill closure-related transactions and balances are reported as land improvements.

2020				
	Land Improvements	Buildings	Machinery and Equipment	TOTAL
COST				
Balance, beginning of year	\$ 317,782	\$ 34,258	\$ 86,353	\$ 438,393
Additions and betterments	35,000	-	-	35,000
BALANCE, END OF YEAR	352,782	34,258	86,353	473,393
ACCUMULATED AMORTIZATION				
Balance, beginning of year	309,413	9,249	60,679	379,341
Annual amortization	35,528	686	3,228	39,442
BALANCE, END OF YEAR	344,941	9,935	63,907	418,783
TANGIBLE CAPITAL ASSETS-NET	\$ 7,841	\$ 24,323	\$ 22,446	\$ 54,610

2019				
	Land Improvements	Buildings	Machinery and Equipment	TOTAL
COST				
Balance, beginning of year	\$ 300,782	\$ 34,258	\$ 86,353	\$ 421,393
Additions and betterments	17,000	-	-	17,000
BALANCE, END OF YEAR	317,782	34,258	86,353	438,393
ACCUMULATED AMORTIZATION				
Balance, beginning of year	291,884	8,564	56,362	356,810
Annual amortization	17,529	685	4,317	22,531
BALANCE, END OF YEAR	309,413	9,249	60,679	379,341
TANGIBLE CAPITAL ASSETS-NET	\$ 8,369	\$ 25,009	\$ 25,674	\$ 59,052

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEENOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 20206. ACCUMULATED SURPLUS

The 2020 continuity of accumulated surplus reported on the Statement of Financial Position is as follows:

	Balance Beginning of Year	Annual Surplus (Deficit)	Balance End of Year
RESERVES:			
Equipment	\$ 120,378	\$ 1,869	\$ 122,247
Closure	303,010	4,703	307,713
Monitoring Well	10,000	-	10,000
	433,388	6,572	439,960
OTHER			
Tangible capital assets	59,052	(4,442)	54,610
General operating deficit	(147)	(13,865)	(14,012)
Unfunded landfill closure and post-closure costs	(135,000)	(35,000)	(170,000)
	\$ 357,293	\$ (46,735)	\$ 310,558

7. BUDGET FIGURES

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

	Budget
ADOPTED BUDGET:	
Change in general operating surplus	\$ 146
ADJUSTMENTS:	
Amortization of tangible capital assets	(39,400)
ANNUAL DEFICIT	\$ (39,254)

KEARNEY-PERRY JOINT WASTE MANAGEMENT COMMITTEENOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2020

8. SEGMENT DISCLOSURE AND EXPENSES BY OBJECT

Since the organization's operations are not considered diverse and operations are managed as one department, no segment disclosure has been provided. Supplementary expenses by object information is not provided as it would not provide additional meaningful information not readily determinable from the financial information provided on the Statement of Operations.

9. IMPACTS OF COVID-19

Since December 31, 2019, the spread of COVID-19 has severely impacted many local economies around the globe. In many countries, including Canada, businesses are being forced to cease or limit operations for long or indefinite periods of time. Measures taken to contain the spread of the virus, including travel bans, quarantines, social distancing, and closures of nonessential services have triggered significant disruptions to businesses worldwide, resulting in an economic slowdown. Global stock markets have also experienced great volatility and a significant weakening. Governments and central banks have responded with monetary and fiscal interventions to stabilize economic conditions.

The organization estimates that it incurred \$13,345 additional haulage contract costs in 2020 related to increased tonnage as a result of the pandemic.

While governments and central banks have reacted with monetary and fiscal interventions designed to stabilize economic conditions, the duration and impact of the COVID-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the organization for future periods.

JOINT WASTE MANAGEMENT COMMITTEE

MINUTES

Wednesday June 23, 2021
Electronic Meeting Hosted at
Perry Township Office

Attendance

Board Members: Gina Newhall, Liz Stermsek, Paul Sowrey, Art Murdy,

Regrets: Jim Cushman, Cheryl Philip

Staff: Kim Seguin, Secretary-Treasurer

The meeting was called to order at 3:01pm by the Chairperson.

Pecuniary Interest: None were declared

The minutes of the April 28, 2021 meeting were reviewed, and it was;

Moved by: Liz Stermsek

Seconded by: Paul Sowrey

Resolution 2021-16:

Be it Resolved that the minutes of the April 28, 2021 meeting of the committee be approved as circulated.

Carried

Business Arising from the Minutes:

The 2020 Draft Audited Financial Statements were reviewed, it was;

Moved by: Paul Sowrey

Seconded by: Liz Stermsek

Resolution 2021-17:

Be it Resolved that the Kearney Perry Joint Waste Management Committee accept the 2020 Draft Financials as presented.

Carried

The Bank Reconciliations were not attached to the agenda and will be presented for review at the next regular meeting.

The accounts payable list was presented for approval, it was;

Moved by: Gina Newhall

Seconded by: Liz Stermsek

Resolution 2021-18:

Be it Resolved that the Accounts Payable reports as of June 18, 2021, in the amount of \$41,928.89 be approved.

Carried

The Financial Report 2021 year to date as of June 18, 2021 was reviewed.

Moved by: Paul Sowrey

Seconded by: Liz Stermsek

Resolution 2021-19:

Be it Resolved that the Kearney Perry Joint Waste Management Committee accept the 2021 Year to Date report as of June 18, 2021 as presented.

Carried

New Business

The secretary provided an update that the Draft 2020 monitoring report was to be provided this week for review and when the Final report is received it will be provided to the committee.

Being that there was no further business, it was;

Moved by: Gina Newhall

Seconded by: Liz Stermsek

Resolution 2021-20

Be it resolved that the Kearney Perry Joint Waste Management Committee does hereby adjourn at 3:11pm until the next regular meeting or at the call of the Chair.

Carried

Gina Newhall Chairperson

Kim Seguin Recording Secretary

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

Kearney Community Centre Building Advisory Committee

MINUTES

Wednesday, June 30, 2021

10:00 a.m.

REMOTE ACCESS

In Attendance: Timothy Brown; Brenda Fraser; Ross Gattozzi; Cathryn Hare; Brian Horsman; and James Maclean.

Regrets: Matt Clouthier and Mike Rickward

1. Call to Order

Resolution No. 1/30/06/2021

Moved by: Brian Horsman **Seconded by:** Ross Gattozzi

BE IT RESOLVED that the Meeting of the Kearney Community Centre Building Advisory Committee on Wednesday, June 30, 2021 be called to Order at 10:01 a.m. **Carried**

2. Agenda

Resolution No. 2/30/06/2021

Moved by: Jim Maclean **Seconded by:** Brian Horsman

BE IT RESOLVED that the Agenda of the Kearney Community Centre Building Advisory Committee on Wednesday, June 30, 2021 be adopted as circulated. **Carried**

3. Declaration of Pecuniary Interest – None noted

4. Delegations – None

5. Minutes

Resolution No. 5/30/06/2021

Moved by: Jim Maclean **Seconded by:** Tim Brown

BE IT RESOLVED that the Kearney Community Centre Building Advisory Committee accepts the Minutes of the following Meetings, as circulated.

- Wednesday, June 23rd, 2021

Carried

6. Business

6.1 Municipal Office Expansions in Parry Sound District – Responses to date

Responses were received from six Municipal Offices in our local area, reporting on the cost of their municipal office expansion. The Committee chose to move forward without investigating this any further, as a result of the details in the responses being outdated or not comparable.

- 6.2 **Discussion re:** *Estimate of cost to build new, separate Municipal Office vs estimate of cost when Municipal Office located within KCC Complex*

A developer provided a 'ball park' cost of \$2.5 million for an office building of approximately 5,000 square feet. The Committee acknowledged that there are many options to be explored, as well as cost.

- 6.3 **What is our VISION:** *Options/Focus*

Committee members discussed the following:

- The Municipal Office is out of floor space - once a decision is made regarding the Town Office, the existing KCC building remains in need of repair;
- Lack of funding for Municipal Offices but numerous grants for a community centre and/or recreational complex;
- The cost to renovate vs the cost of a new build;
- Matters at hand include a solution for the Town Office and then a solution for the KCC building.

- 6.4 **Funding Opportunities** – Federal/Provincial/Local Champions

Discussion of the Committee generated the following Resolution.

Resolution No. 6.4/30/06/2021

Moved by: Jim Maclean

Seconded by: Brian Horsman

BE IT RESOLVED that the Kearney Community Centre Building Advisory Committee requests a list of all funding applications for grants for municipal buildings be prepared.

Withdrawn

The Committee wholeheartedly supported the Town making application to all possible grants being offered.

The Committee mentioned possible local champions that could be contacted.

- 6.5 **Draft Survey** – Resolution to circulate: Questions on survey/Cost of Mail out

The Committee reviewed the questions in the draft survey, as well as the costs of mail-outs, with the following Resolution resulting.

Resolution No. 6.5/30/06/2021

Moved by: Tim Brown

Seconded by: Brenda Fraser

BE IT RESOLVED that the Kearney Community Centre Building Advisory Committee supports an on-line Survey to be circulated via 'Whats Up Kearney' with regard to the needed improvements for the KCC and that a flyer be bulk mailed to local residents directing people to the on-line survey.

Carried

- 6.6 **Next Steps**

- Summary Report of on-line SURVEY results to date, for Committee discussion
- Update from the Committee to be provided to Council by Chairperson Tim Brown, at the next Regular Meeting of Council (July 16, 2021).

6.2 **Update re: Municipal Office Expansions in Parry Sound District** – Deferred.

6.3 **Kearney Community Centre Building Upgrade Survey re: Draft**

Committee members discussed inviting comments from the Public by means of a public questionnaire. Items discussed included:

- Electronic surveys are easy to use – suggested Survey Monkey. Alternative option of printed copies to be made available;
- Circulation available by: What’s up Kearney; Town Website; Town Electronic Sign; paper copies distributed via local businesses; flyer drop (cost may prohibit);
- Limit of 15 questions;
- Response to a survey is usually in the 10% - 20% range;
- Issues driving discussion:
 - the aging KCC building is in need of major work
 - the existing Municipal Office area is too small and can no longer accommodate the needs of the growing Town
 - does the Town Office need to be in the KCC or could the Office be located elsewhere
 - KCC building needs repair regardless of where the Town Office is located
 - Repair / rebuild completely / relocate / retain and re-purpose / sell

6.4 **Trial vote of Committee – Renovate or Relocate**

A vote of the Committee, as to whether to renovate or relocate the Town Offices, resulted in 6 voting to relocate the Town Office and 2 being impartial as long as the Town Office was expanded.

6.5 **Next Steps**

A draft survey questionnaire to be prepared for discussion at the next Committee meeting.

7. **Correspondence** – None

8. **Adjourn**

Resolution No. 9/23/06/2021

Moved by: Cathy Hare **Seconded by:** Jim Maclean

BE IT RESOLVED that the Kearney Community Centre Building Advisory Committee adjourns at 11:02 a.m. to meet again at 10 a.m., Wednesday, June 30, 2021. **Carried**

CHIEFS REPORT

July 12th, 2021.

Training

Our training is ongoing following all COVID protocols. We have had a medical, tanker, and a ventilation practice. An extra medical practice and DZ driver training in house, and a hall maintenance.

Firefighters are kept up to date on COVID19 protocols.

Fire Prevention

We are keeping our Facebook page as current as possible. As well as answering public inquiries and advising of safety and smoke alarms while issuing fire permits.

Equipment

Both the tanker and pumper have had their pump testing completed, plus the ladders tested. All other vehicles are in service.

New pressure washer is in use.

We are still having our Chiefs meetings.

We have had two medical calls and one fire call.

I am still researching training and setting up our own Peer Support Group. This was discussed at our Chiefs meeting and was thought to be very worthwhile.

Our next NFPA practical test date is Saturday July 24th/21.

Preparing practice tests for those writing.

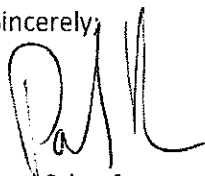
New recruit has had his gear issued.

Our water system has been acting up, I inform Ross and Mike to keep it maintained.

I can be reached on my cell at 705 571 3761 or at the Firehall or via email.

Stay Safe

Sincerely,



Paul Schaefer

Fire Chief, Town of Kearney

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council
FROM: Cindy Filmore
SUBJECT: Purchase of Adjoining Land - Chetwynd Road (Johnson)
DATE: July 16, 2021

Recommendation:

WHEREAS the Council of the Corporation of the Town of Kearney received a request from Matthew Johnson to purchase the Town-owned adjoining his property in 2020;

AND WHEREAS Council directed staff to have the lands appraised at the June 4, 2021 to obtain appraisals for the property prior to considering the sale;

AND WHEREAS those appraisals have been completed, and results indicate the property to be valued between \$79,000 and \$90,000;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney now offer Mr. Matthew Johnson the opportunity to purchase the property know as Roll # 4918 030 001 43310 for \$_____.

Background

Matthew Johnson approached the Town in 2020 to enquire about the possibility of purchasing the lot adjacent to his property at 3401 Chetwynd Road. Although Council had no objection at that time, staff changes resulted in a delay until the June 4, 2021 Regular Council meeting for direction to seek appraisals to be completed.

Considerations

Staff was able to obtain 2 appraisals for the property located adjacent to 3401 Chetwynd Road. Each appraisal was at a cost of \$395.50 (\$350 + HST) per appraisal and the cost was covered by the Johnson's initial deposit.

The first appraisal was from Coldwell Banker (Debbie Todd), and valued the property at between \$79,000 and \$89,000.

The second appraisal was from Chestnut Park (Sandy Tyers), and valued the property at \$90,000.

Additional Considerations

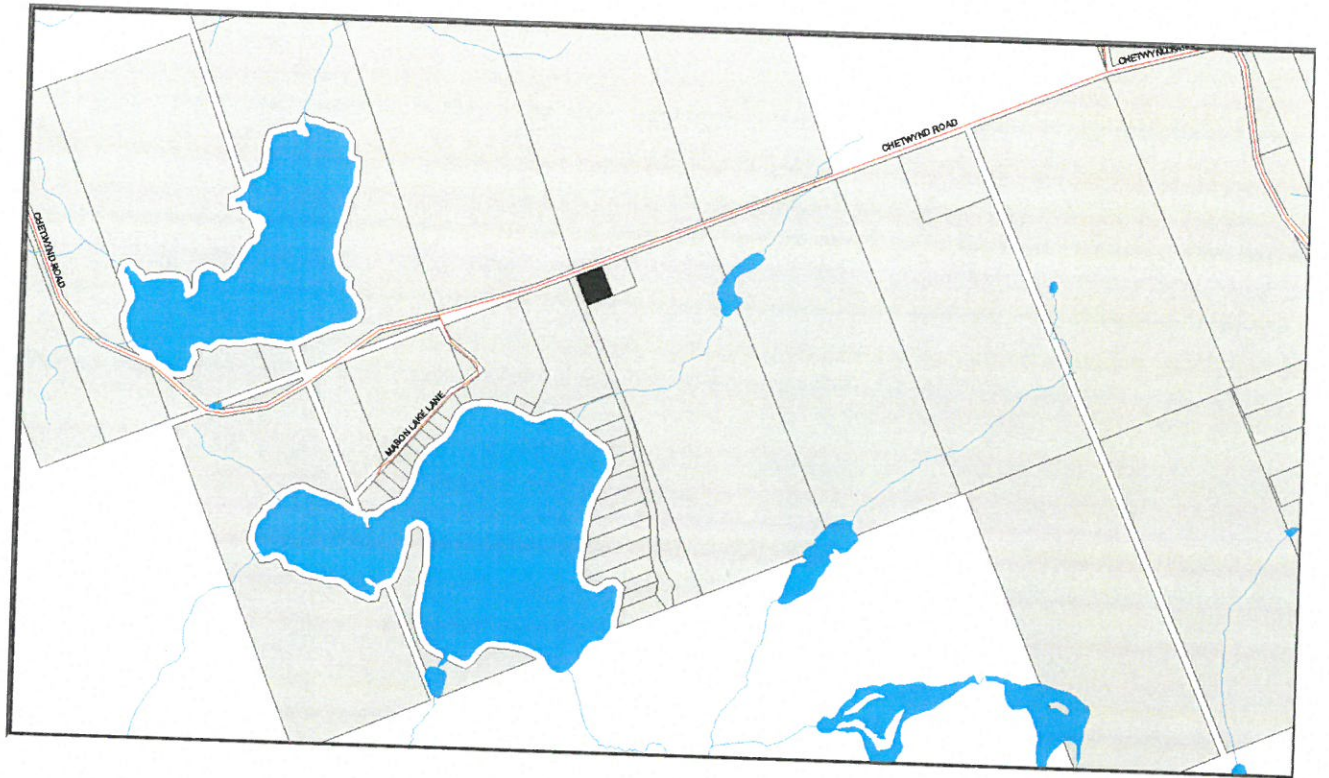
The MPAC assessed value of this lot is set at \$22,000.

Respectfully submitted by:

Cindy Filmore
Administrative Services Coordinator

Maps:

1. Location of subject property



June 14, 2021

The Corporation of the Town of Kearney
8 Main Street, P.O. Box 38,
Kearney, Ontario. P0A 1M0

Re: LETTER OF OPINION

Subject Property known as: PROUDFOOT CON 6 PT LOT 8 RP 42R7748 PART 1 PCL 21349 SS

To Whom it May Concern:

Please find enclosed:

- Letter of Opinion of Value

For services rendered, my invoice for Three Hundred and Fifty Dollars (\$350.00). Payment to be made payable to Chestnut Park Real Estate, Limited, Attention: Marilyn Dupie, 1300 Yonge St., Suite 100, Toronto, On. M4T 1X3

Respectfully,

Sandy Tyers ABR®, SRS., SRES -Broker

Direct/Text 705-788-4492

sales@sandytyers.com

www.sandytyers.com

www.chestnutpark.com

Chestnut Park Real Estate Limited,
2-59 Main St., East, Huntsville, On P1H 2B8

LETTER OF OPINION for The Corporation of the Town of Kearney

Legal Description of subject property: PROUDFOOT CON 6 PT LOT 8 RP 42R7748 PART 1 PCL 21349 SS; KEARNEY

Details of Property:

The subject property is described as vacant residential land not on water. Consisting of about 1.34 acres (.54ha) and dimension of 250' x 250'. (76.2m x 76.2m). Located on the corner of Chetwynd Road and Petit Lane, it is tree covered with mature mixed bush. Chetwynd Road is a paved, 4 season road. Hydro service at road.

Market Value:

for the purpose of this valuation, is defined as being the highest price in terms of money which a property will bring if exposed for sale on the open market, allowing a reasonable time to find a Buyer who buys with knowledge of all the uses to which the property is adapted and for which it is capable of being used. In arriving at an estimate of market value, due consideration was given to all factors and forces that influence property value at the subject location, including comparative sales of similar properties in the same or similar locales and the real estate market activity at the time.

Certification:

I do hereby certify that I have no interest, present or contemplated, in this property, that neither the employment to make the valuation nor the compensation is contingent on the value reported, and to the best of my knowledge and belief, the facts and data contained in this report and upon which the opinions are based, are correct, subject to the limiting conditions as set forth herein.

Limiting Conditions:

No responsibility has been assumed for matters which are legal in nature, nor has any opinion on title been rendered. This valuation assuming marketable title; liens and encumbrances, if any, have been disregarded and the property valued as though free of indebtedness. The legal description furnished me is assumed to be correct. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning violations or restrictions existing on the subject property. I am not required to give testimony or appear in Court by reason of this evaluation.

Based on sales of other similar properties and taking into consideration the activity in the real estate market as of this date, June 15, 2021, the subject property is worth Ninety Thousand Dollars. (\$90,000.00)

Respectfully,

Sandy Tyers ABR®, SRS, SRES -Broker

Direct/Text 705-788-4492

sales@sandytyers.com

www.sandytyers.com

Chestnut Park Real Estate Limited, Brokerage

2-59 Main Street East, Huntsville, Ontario. P1H 2B8





HUNTSVILLE
 32 MAIN STREET EAST
 HUNTSVILLE, ON
 P1H 2C8
 BUS 705-789-4957
 FAX 705-789-0693

BURK'S FALLS
 185 ONTARIO ST.
 BOX 531
 BURK'S FALLS, ON
 P0A 1C0
 BUS 705-382-2323
 FAX 705-382-1453

SUNDRIDGE
 10399 HWY 124
 BOX 449
 SUNDRIDGE, ON
 P0A 1Z0
 BUS 705-384-5437
 FAX 705-384-7638

SOUTH RIVER
 309 HWY 124
 BOX 248
 SOUTH RIVER, ON
 P0A 1X0
 BUS 705-386-2342
 FAX 705-386-0763

THOMPSON REAL ESTATE
 BROKERAGE

June 14th, 2021

Cindy Filmore

Administrative Services Co-Ordinator
 Town of Kearney
 8 Main Street
 PO Box 38
 Kearney, ON
 P0A1M0

Email: cindy.filmore@townofkearney.ca
 brenda.fraser@townofkearney.ca

Re: Comparative Market Analysis

Prepared By: Debbie Todd

Subject Property: Roll Number: 4918 030 001 43310 0000

Legal Description: PROUDFOOT CON 6 PT LOT 8 RP 42R7748 PART 1
 PCL 21349 SS REG 1.43AC

Professional Services Rendered:

	\$350.00
+ HST	<u>45.50</u>
	\$395.50

PLEASE REMIT PAYMENT TO :

COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE
 32 Main Street East
 Huntsville, Ontario
 P1H 2C8

Our HST # is R122042336



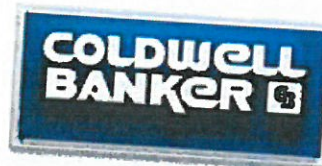
COMPARATIVE MARKET ANALYSIS

To Establish Top Market Value of: PCL 21349 SEC SS; PT LT 8 CON 6
PROUDFOOT P1 1 42R7748, CHETWYND ROAD, KEARNEY, ON.

Prepared for: THE CORPORATION OF THE TOWN OF KEARNEY



Debbie Todd, Sales Representative
Coldwell Banker Thompson Real Estate, Brokerage
705 787-5196
Email: debbietodd@coldwellbanker.ca
Website: www.coldwellbankerrealestate.ca



Thompson Real Estate Brokerage

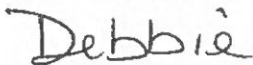
Date: June 14, 2021
To: The Corporation of The Town of Kearney
From: Debbie Todd, Sales Representative
Re: Comparative Market Analysis

I wish to thank you for trusting me to help you through the process of marketing your vacant lot on Chetwynd Road.

My first objective is to help you set a price that represents your property's top market value an objective that requires a thorough understanding of the market. To help you in this regard, I've included a market analysis that provides information about similar properties in your area that have sold. It has been prepared to ensure that you make the most informed decision you can when pricing your property.

I welcome the opportunity to serve you, and encourage you to contact me whenever you have questions about the marketing and sales process.

Warm Regards,



Debbie Todd
Sales Representative,
Coldwell Banker Thompson Real Estate Brokerage

Table of Contents

Cover Page
Cover Letter
Table of Contents
My Professional Resume
My Profile
Pictures of the Subject Property
Market Analysis Explanation
Comparable Summary - Recent Sales and Active Properties
Comparative Market Analysis

My Professional Resume

Experience

- Severance Experience and Dealing with Municipalities
- Experience reading surveys
- Buying and Selling Real Estate since 1989
- Licenced Sales Representative 2013

Professional Affiliations

- Muskoka Haliburton Orillia The Lakelands Real Estate Board Member
- Ontario Real Estate Association
- Canadian Real Estate Association

DEBBIE'S PROFILE

Lifelong resident of Almaguin Highlands and Muskoka District. Debbie's knowledge of area lakes and communities enables her to serve her clients and ensure their real estate experience is positive.

Debbie has bought, severed and sold property since 1989. Lifelong passion of Real Estate and now ready to help clients with their Real Estate needs.

Debbie's unique ability to market Real Estate and experience negotiating is why you should be her client."

"Let me help you make memories."

"Remember, I am never too busy for your referrals. I will take great care of them."



Proudfoot Con 6 PT Lot 8 RP 42R7748 Part 1 PCL 21349 SS Reg
1.43AC



Proudfoot Con 6 PT Lot 8 RP 42R7748 Part 1 PCL 21349 SS Reg
1.43AC



Proudfooot Con 6 PT Lot 8 RP 42R7748 Part 1 PCL 21349 SS Reg
1.43AC



Proudfoot Con 6 PT Lot 8 RP 42R7748 Part 1 PCL 21349 SS Reg
1.43AC



Proudfooot Con 6 PT Lot 8 RP 42R7748 Part 1 PCL 21349 SS Reg
1.43AC



Kearney [Suggest an address correction](#)



Owner Name
THE CORPORATION OF
THE TOWN OF KEARNEY



Last Sale
\$2
Jul 05, 1983



Lot Size
250.00 ft 250.00 ft
Frontage Depth

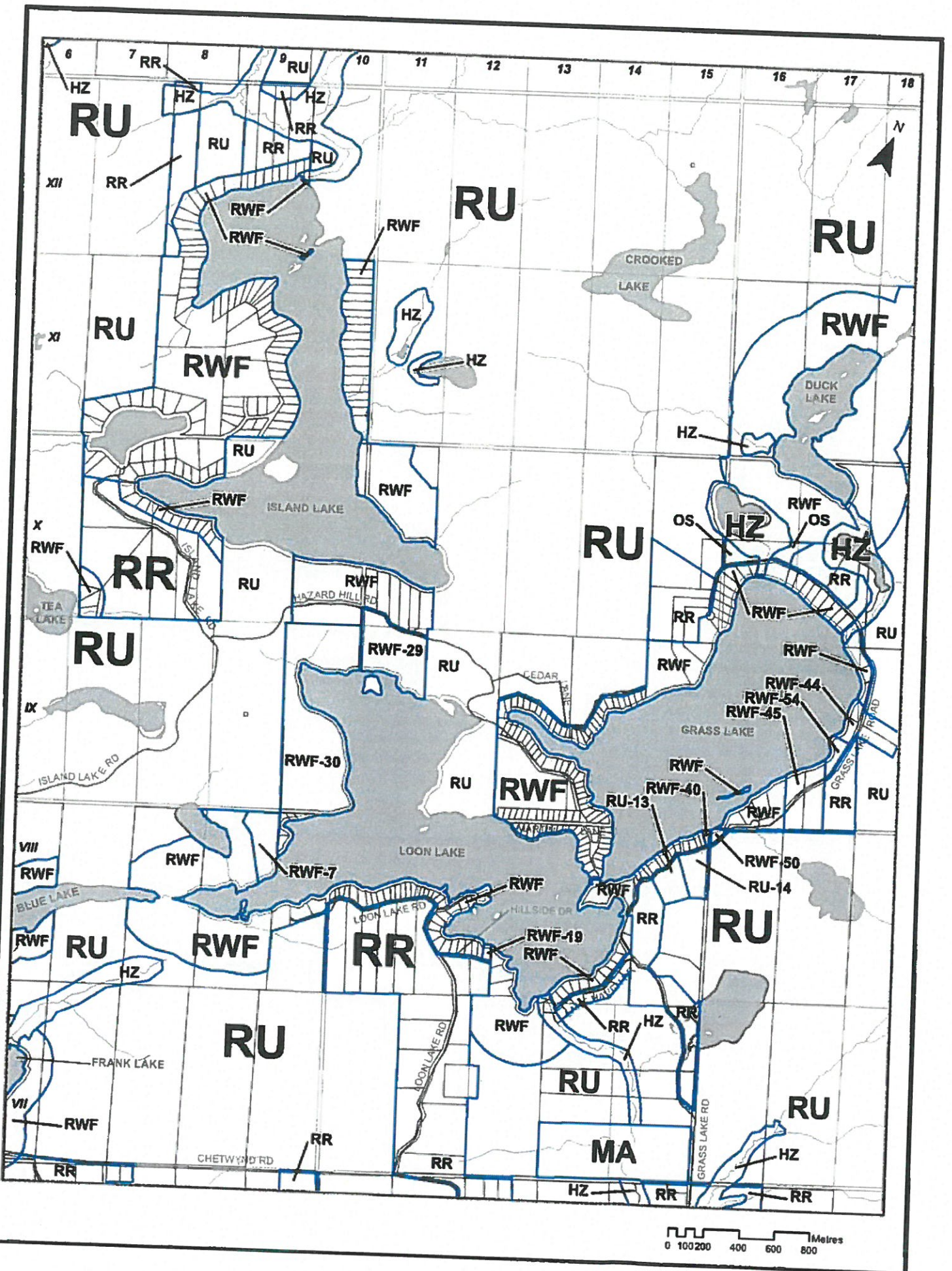
Measurements Available
(See Site & Structure)



Assessed Value
\$22,000
Based on Jan 1, 2016

Phased-In Value
\$22,000
2021 Tax Year





Notes:



Legend

- Building as Operator
- Building to Be
- Airport
- Helipad / Heliport
- Seawall
- Ferry Route
- Traffic Light
- Highway / Train Station
- Railway with Bridge
- Railway with Tunnel
- Road (Major -> Minor)
- Wetland Road
- Road with Bridge
- Road with Tunnel
- Priority, Class or AD Label Highway
- Secondary Highway
- Trunk Highway
- Designated or Municipal Road
- Lot Highway
- One Way Road
- Road with Permitted Street Passage
- Road with Address Ranges
- Hydro Line, Communication Line or Utility Transmission Line
- Head Class Pipeline, Water Pipeline or Irrigation Pipeline
- Spot Height
- Index Contour
- Contour
- Wetland Area
- Wetland
- Waterbody
- Waterbody Elevation
- Watercourse
- Fish
- Rapids
- Rocks / Falls
- Riprap
- Lock Gate
- Dam / Hydro Wall
- Dam / Hydro Hole
- Provincial / State Boundary
- International Boundary
- Municipal Boundary
- Lower Tier / Single Tier Municipal Boundary
- Lot Line
- Indian Reserve
- Provincial Park
- National Park
- Conservation Reserve
- Waterbody



Projection: Web Mercator

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0 0.4 km

The Ontario Ministry of Natural Resources and Forestry shall not be liable in any way for the use of, or reliance upon, this map or any information on this map. This map should not be used for: navigation, a plan of survey, routes, nor locations.

Market Analysis Explanation

The following pages provide a comprehensive analysis of properties similar to yours that are currently for sale, or were recently for sale, in your area.

By carefully reviewing the locations and features of the “comparables” you will be able to approximate your property's ultimate selling price, which can be defined as the highest price that the market will recognize and pay. Approximating your property's selling price will then help you to determine a listing price that enables you to successfully sell your property for its top market value.

The analysis is based on

1. Comparable properties that have recently sold.
2. Comparable properties that failed to sell. (None)
3. Active properties not sold.

Looking at properties that have recently sold will enable you to see what home sellers in your area have actually received over the last 1 year. It is also important to note that these selling prices are used by lending institutions to determine how much they will lend buyers for a home like yours.

Looking at properties that failed to sell will help you to avoid listing your property at a price that does not attract qualified, motivated Buyers. As you will see in the upcoming pages overpricing a property often results in seller actually getting less money than they would if they had priced it realistically in the first place.

Therefore studying what has recently worked and what has not in your area will help you strategically price and stage your property such that you can sell it for top dollar in a reasonable time frame, with least inconvenience to you.

**SOLD
PROPERTIES**

Property Client Full with Close Price
668 YEARLEY Road, Sprucedale, Ontario P0A 1Y0

Listing

Client Full
 Closed / Land

668 YEARLEY Rd Sprucedale

MLS® #: 40096982
 Price: \$59,900
 Close Price: \$59,900.00



Parry Sound/McMurrich/Monteith/Sprucedale

Residential

Tax Amt/Yr: \$164/2020
 Zoning: R
 Devel Chrg Pd:
 Official Plan:
 Site Plan Apprv:

Trans Type: Sale
 Lot Size Acres: 0.75
 Acres Range: 0.50-1.99
 Frontage: 383.00
 Lot Dimensions: 383 x 165
 Lot Irregularities:
 Lot Shape: Pie
 Common Interest: Freehold/None
 Tax Amt/Yr: \$164/2020

Public Rmks: Opportunity to build your own home on an affordable building lot in a quiet rural area. Year round road, 30 minute drive to Huntsville, 5 minutes to Sprucedale. School bus route. Lot has some smooth rock, nice dry areas to build, and treed privacy. Neighbours across the road have a hobby farm and it is quite picturesque. Please see the attached online document provided by the seller stating set back to build on this property. Great spot for someone looking for a peaceful and quiet country life, wildlife enthusiast, ATVing, snowmobiling, or your own dream!

Remarks/Directions

Directions: Hwy 11 to Hwy 518W to Sprucedale to Yearly Rd (turn left) to sign on property #668.

Property Access: Municipal Road, Year Round Road
 Area Influences: Quiet Area, School Bus Route
 View: Clear, Meadow, Trees/Woods
 Topography: Level,
 Restrictions: Wooded/Treed
 School District: Municipal
 Near North District School Board

Exterior

Fronting: East

Land Information

Utilities: Available
 Water Source: None
 Well Testing:
 Services: Electricity Available, High Speed Internet, Telephone
 Soil Test/Date:
 # Parcels:
 Acres Clear:
 Lot Front (Ft): 383.00
 Acres Waste:
 Lot Depth (Ft): 165.00
 Acres Workable:

Sewer: None
 Water Treatment:
 Location: Rural
 Soil Type: Sandy, Other
 Environmental Audit/Phase: No
 Lot Size: 0.750 Acres

Property Information

Legal Desc: PT LT 20 CON 7 DESIGNATED AS PT 1 PL 42R19699 TOWNSHIP OF MCMURRICH/MONTEITH; DISTRICT OF PARRY SOUND
 Zoning: R
 Assess Val/Year: \$20,000/2021
 PIN: 521700363
 ROLL: 491201000601830
 Possession/Date: Immediate/
 Survey: Available, Boundary Only/ 2012
 Hold Over Days:
 Occupant Type:
 Deposit:

Brokerage Information

List Date: 04/12/2021
 Close Date: 05/11/2021
 List Brokerage: ROYAL LEPAGE LAKES OF MUSKOKA REALTY, BROKERAGE, HUNTSVILLE -M
 Source Board: The Lakelands

Prepared By: DEBBIE TODD, Salesperson
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Date Prepared: 06/10/2021

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 Protected by copyright. All use of MLS® System data is at your own risk. Information is deemed reliable but Information Technology Systems Ontario makes no warranties or representations regarding the MLS® System data.

Property Client Full with Close Price
887 STAR LAKE Road, Emsdale, Ontario P0A 1J0

Listing

Client Full
 Closed / Land

887 STAR LAKE Rd Emsdale

MLS®#: 40092433
 Price: \$89,000
 Close Price: \$85,000.00



Parry Sound/Perry/Emsdale

Residential

Tax Amt/Yr: \$474/2020
 Zoning: RU
 Devel Chrg Pd:
 Official Plan:
 Site Plan Apprv:

Trans Type: Sale
 Lot Size Acres:
 Acres Range: 0.50-1.99
 Frontage: 660.00
 Lot Dimensions: 660
 Lot Irregularities:
 Lot Shape: Irregular
 Common Interest: Freehold/None
 Tax Amt/Yr: \$474/2020

Public Rmks: Private building lot just under 2 acres, 4km from HWY 11 from Emsdale with no neighbours close by. Driveway is in and hydro at the road. Small spring fed stream running through property. School bus route and close to Huntsville. There is a clearing for a building site or choose your own spot. Close to snowmobile trails and 4x4 ATV friendly in Kearney with lots of lake access. Doe Lake Beach close by! This is an affordable lot minutes to Huntsville. Vacant land is getting harder to find in this market. Don't miss this one!

Remarks/Directions

Directions: HWY NORTH TO EXIT 244 EMSDALE, TO LEFT ON STAR LAKE ROAD TO SOP #887, 4KM FROM EMSDALE

Property Access: Municipal Road
Area Influences: Golf, Highway Access, Hospital, Major Highway, Place of Worship, Rec./Community Centre, School Bus Route, Shopping Nearby, Skiing, Trails
View: Clear, Forest, Trees/Woods
Topography: Level, Open space, Wooded/Treed
Restrictions: None
School District: Trillium Lakelands District School Board

Exterior

Fronting: South

Land Information

Utilities:
Water Source: None
Well Testing:
Services: At Lot Line-Hydro, High Speed Internet, Telephone Available
Lot Front (Ft): 660.00
Lot Depth (Ft):

Sewer: None
Water Treatment:
Location: Rural

Property Information

Legal Desc: PT LT 4 CON 11 PARTS 3 & 5 RP42R18375 PERRY TOWNSHIP DISTRICT OF PARRY SOUND
Zoning: RU
Assess Val/Year: \$28,500/2021
ROLL: 49140000321105
Possession/Date: Immediate/
Survey: Available/
Hold Over Days: 60

Deposit:

Brokerage Information

List Date: 04/05/2021
Close Date: 05/11/2021
List Brokerage: ROYAL LEPAGE LAKES OF MUSKOKA REALTY, BROKERAGE, HUNTSVILLE -M
Source Board: The Lakelands

Prepared By: DEBBIE TODD, Salesperson

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Date Prepared: 06/10/2021

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Property Client Full with Close Price

2661 HIGHWAY 518 E Unit #A, Kearney, Ontario P0A 1M0

Listing

Client Full
Closed / Land

2661 HIGHWAY 518 E #A Kearney

MLS® #: 40070627

Price: \$69,900

Close Price: \$120,000.00



Parry Sound/Kearney/Bethune

Residential

Tax Amt/Yr: \$276/2020

Zoning: RURES

Devel Chrg Pd:

Official Plan:

Site Plan Apprv:

Trans Type: Sale

Lot Size Acres: 2.47

Acres Range: 2-4.99

Frontage: 225.00

Lot Dimensions: 225

Lot Irregularities:

Lot Shape: Irregular

Common Interest: Freehold/None

Tax Amt/Yr: \$276/2020

Public Rmks: **Level 2.47 acre building lot located on Highway 518 in Kearney, close to many snowmobile and ATV trails. Algonquin Park & 1000's of acres of Crown Land nearby. Great place to build your dream getaway or year round residence.**

Remarks/Directions

Directions: Hwy 11 to 518 East to #2661 SOP (Small laneway)

Property Access: Fees Apply, Private Road, Year Round Road

Exterior

Land Information

Utilities:

Well Testing:

Acres Clear:

Lot Front (Ft): 225.00

Acres Waste:

Lot Depth (Ft):

Acres Workable:

Sewer:
Location:

None

Rural

Lot Size: 2.471 Acres

Property Information

Legal Desc:

PT LT 6 CON 14 BETHUNE PT 2 42R20725 TOWN OF KEARNEY

Zoning: RURES

Assess Val/Year: \$27,500/2020

PIN: 521580373

ROLL: 491802000729853

Possession/Date: Flexible/

Survey: Boundary Only/

Hold Over Days:

Occupant Type:

Deposit:

Brokerage Information

List Date: 02/23/2021

Close Date: 04/09/2021

List Brokerage:  COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE, HUNTSVILLE -

Source Board: The Lakelands

Prepared By: DEBBIE TODD, Salesperson

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Date Prepared: 06/10/2021

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**PENDING NOT
CLOSED**

Property Client Full with Close Price

OLD NOVAR Road, Novar, Ontario P0A 1R0

Listing

Client Full
Pending / Land

0 OLD NOVAR Rd Novar

MLS@#: 40116031

Price: \$99,000

Close Price: \$76,500.00



Parry Sound/Perry/Novar

Residential

Tax Amt/Yr: \$110/2021
Zoning: RR
Devel Chrg Pd:
Official Plan:
Site Plan Apprv:

Trans Type: Sale
Lot Size Acres: 3.16
Acres Range: 2-4.99
Frontage: 212.51
Lot Dimensions: 212.51 x 635.91
Lot Irregularities:
Lot Shape: Rectangular
Common Interest: Freehold/None
Tax Amt/Yr: \$110/2021

Public Rmks: Enjoy the tranquility and the sounds of nature. Private and no neighbors in sight. A stream crosses the seasonal road a short walk away, good for canoeing or kayaking. Bittern Creek runs along the rear of the property. Follow the path beside the for sale sign to the creek. Hydro is 0.3 km away. Old Novar Road travels from Boundary Road to Ravenscliffe Road at Ilfracome at Buck Lake. OFSC Snowmobile Trails are close by. The property is "as is".

Remarks/Directions

Directions: Exit 235 Novar left over overpass, left onto Boundary Road, left onto Old Novar Road SOP

Property Access: Municipal Road, Seasonal Road
Area Influences: River/Stream, Trails
View: Forest, Trees/Woods
Topography: Wooded/Treed
School District: Near North District School Board
High School: Almaguin Highlands
Elementary School: Evergreen Heights

Exterior

Fronting:

Utilities: No
Well Testing:
Parcels: 1
Acres Clear:
Lot Front (Ft): 212.51

Acres Waste:
Lot Depth (Ft): 635.91

Land Information

Acres Workable:

Sewer: None
Location: Rural
Environmental Audit/Phase:
Lot Size: 3.160 Acres

Legal Desc: PT LT 3 CON 1 PERRY PT 5 42R12523
Zoning: RR
Assess Val/Year: \$26,500/2021
PIN: 521660482
ROLL: 491400000100350
Possession/Date: 1 - 29 Days/

Property Information

Survey: Boundary Only/
Hold Over Days:
Occupant Type:

Deposit: TBD

List Date: 05/20/2021
Close Date: 07/22/2021

Brokerage Information

List Brokerage: COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE, BURKS FALLS

Source Board: The Lakelands
Prepared By: DEBBIE TODD, Salesperson

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Date Prepared: 06/10/2021

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ACTIVE PROPERTIES

NOT SOLD

N A B ELY Sideroad, Burk's Falls, Ontario P0A 1C0

Listing

Client Full
Active / Land

N A B ELY Sideroad Burk's Falls

MLS®#: 40115374
Price: \$149,900



Parry Sound/Armour/Armour

Residential

Tax Amt/Yr: **\$0/2021**
Zoning: **Res**
Devel Chrg Pd:
Official Plan:
Site Plan Apprv:

Trans Type: **Sale**
Lot Size Acres: **3.00**
Acres Range: **2-4.99**
Frontage: **400.00**
Lot Dimensions: **400 x 327**
Lot Irregularities:
Lot Shape:
Common Interest: **Freehold/None**
Tax Amt/Yr: **\$0/2021**

Public Rmks: **Living the Country Dream! Newly severed 3 acre property located close to public access at Pickerel Lake for swimming boating, fishing. Only five minutes to shopping, restaurants, library, public school and medical facilities in Burk's Falls or 20 minutes to Huntsville for hospital, more shopping, amenities and entertainment. Driveway, marked with blue stakes, being installed by Seller. Build off grid or have hydro brought in from nearby pole. Mixed bush ~ absolutely beautiful in the Fall! Lots of birds and wildlife to enjoy. Perfect spot to start your new life in the country. Come and see for yourself! All offers will be subject to final registration. HST will be in addition to the purchase price.**

Remarks/Directions

Directions: **HWY 11 to Pickerel / Jack Lake Road to Ely Sideroad to SOP.**

Property Access: **Municipal Road**
Area Influences: **School Bus Route, Schools, Shopping Nearby**
Topography: **Wooded/Treed**

Exterior

Utilities:
Well Testing:
Services: **None**
Acres Clear:
Lot Front (Ft): **400.00**
Acres Waste:
Lot Depth (Ft): **327.00**
Acres Workable:
Sewer: **None**
Location: **Rural**
Lot Size: **3.000 Acres**

Land Information

Legal Desc: **PART LOT 19085 SEC 55; LT21 CON 12 ARMOUR AS IN LT 107151. ARMOUR**
Zoning: **Res**
Assess Val/Year: **\$0/2021**
ROLL: **491900000312500**
Possession/Date: **Other/**
Survey: **Boundary Only, Up-to-date/**
Hold Over Days:

Property Information

Deposit:

List Date: **05/17/2021**
List Brokerage: **COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE, BURKS FALLS**

Brokerage Information

Source Board: **The Lakelands**
Prepared By: **DEBBIE TODD, Salesperson**

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Date Prepared: **06/14/2021**

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105 COTTRELL Road, Sundridge, Ontario P0A 1Z0

Listing

Client Full
Active / Land

105 COTTRELL Rd Sundridge

MLS®#: 40118997
Price: \$98,900



Parry Sound/Strong/Strong

Residential

Tax Amt/Yr: \$300/2020
Zoning: Residential
Devel Chrg Pd:
Official Plan:
Site Plan Apprv:

Trans Type: Sale
Lot Size Acres: 3.84
Acres Range: 2-4.99
Frontage: 304.00
Lot Dimensions: 304 x 491
Lot Irregularities:
Lot Shape: Rectangular
Common Interest: Freehold/None
Tax Amt/Yr: \$300/2020

Remarks/Directions

Public Rmks: 3.84 cleared, level acres with a driveway already in and hydro at the lot line. Build a home facing the westerly sunsets and also enjoy sunrises in the back yard. There is a total country living feel on a quiet back road yet this property is close to Highway 124 and access to Hwy 11. The village of Sundridge is only a few minutes away which has all the amenities you need to enjoy living or weekend getaways in the Near North. Also, an OFSC trail is not far away so no trawling required. A boundary survey was completed in 2012 indicating the natural gas easement at the rear of property.

Directions: Hwy 124 to Cottrell Rd to SOP
Cross St: Highway 124

Exterior

Property Access: Municipal Road, Year Round Road
Area Influences: Major Highway, Quiet Area, School Bus Route, Shopping Nearby
View: Trees/Woods
Topography: Flat, Open space
Restrictions: Easement, Municipal
School District: Near North District School Board
High School: Almaguin Highlands Secondary School
Elementary School: Sundridge Centennial Public School

Fronting: East

Land Information

Utilities: Available
Water Source: None
Well Testing:
Services: At Lot Line-Hydro, Cable TV Available, Cell Service, High Speed Internet Avail
Parcels: 1
Acres Clear:
Lot Front (Ft): 304.00
Acres Waste:
Lot Depth (Ft): 491.00
Acres Workable:
Sewer: None
Water Treatment:
Location: Rural
Environmental Audit/Phase:
Lot Size: 3.840 Acres

Property Information

Legal Desc: PT LT 13 CON 10 STRONG PTS 1, 2, 3 & 4 42R19641; PTS 1 & 4 SUBJECT TO EASEMENT AS IN LT152742; PTS 2 & 3 SUBJECT TO EASEMENT AS IN LT40762; PT 3 SUBJECT TO EASEMENT AS IN LT160236 TOWNSHIP OF STRONG
Zoning: Residential
Assess Val/Year: \$28,500/2021
PIN: 520770624
ROLL: 494601001301010
Possession/Date: Immediate/
Survey: Boundary Only/ 2012
Hold Over Days:
Occupant Type:
Deposit: 0

Brokerage Information

List Date: 05/26/2021
List Brokerage: COLDWELL BANKER THOMPSON REAL ESTATE, BROKERAGE, SUNDRIDGE -
Source Board: The Lakelands

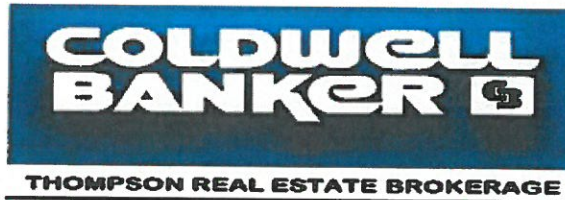
Prepared By: DEBBIE TODD, Salesperson

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COMPARATIVE MARKET ANNALYSIS

LEGAL DESCRIPTION: PCL 21349 SEC 55; PT LT 8 CON 6 PROUDFOOT PT 1
42R7748; KEARNEY

KNOWN AS: CHETWYND ROAD, KEARNEY, ON

OWNER: THE CORPORATION OF THE TOWN OF KEARNEY

REQUESTED BY: THE CORPORATION OF THE TOWN OF KEARNEY

"This Comparative Market Analysis was completed to provide an estimated market value and should be considered for valuation purposes only. The value contained in this report should not be used for any other purpose.

\$79,000.00 – 89,000.00

SEVENTY NINE THOUSAND DOLLARS TO

EIGHTY NINE THOUSAND DOLLARS

Market Value is the highest price estimated in terms of money which a property will bring is exposed for sale on the open market allowing a reasonable time to find a willing purchaser, buying with the knowledge of all the uses to which it is legally capable of being used, and with neither party acting under necessity, compulsion or peculiar and special circumstances.

The writer hereby certifies that to the best of her knowledge and belief the information used to determine this Comparative Market Analysis is true and correct and that the writer has personally inspected the property and has no interest, present or prospective therein.

Dated at Burks Falls, Ontario June 14, 2021



Debbie

Debbie Todd, Sales Representative
Coldwell Banker Thompson Real Estate Brokerage 705 787-5196

Date	Pick Up	Kearney	\$	Sand Lake	\$	Notes
25-Jun		80		26		
26-Jun		47		25		
27-Jun		85		80	80	5F,6S,69C
28-Jun	31	83		85	85	15F,75C
30-Jun		70		91	20	5F,15C
02-Jul		126		93	80	10M,5F,65C
03-Jul		107		77	40	5M,35C
04-Jul		91	39	103	170	170C
05-Jul	31	104	8	87	150	150C
06-Jul		96	4	102	100	100C
09-Jul		136		96	80	80C
10-Jul		126		77	70	20F,50C
11-Jul		109		87	50	40C,10B
12-Jul	31	43		70	20	20C
13-Jul		81		76	75	75C
Totals			51	835		

Now enforcing use of cards, and directing those wanting "extra" cards of the \$25 charge. Changes to fees appear to be beneficial, especially extra fee for un-sorted loads. This encourages people to have their load ready prior to arrival, and speeds up unloading

Martin Filmore

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council
FROM: Ross Gattozzi, Operations Manager
SUBJECT: Double Surface Treatment
DATE: July 16, 2021

Recommendation:

WHEREAS the Corporation of the Town of Kearney requested tenders for the provision and application of double surface treatment for the roads within the Town of Kearney.

AND WHEREAS the tender concluded on July 14, 2021, and two tenders were received.

AND WHEREAS those tenders received were:

1. Miller Paving \$199,920.00 + HST
2. Duncor Enterprises \$199,920.00 + HST
3. Nil

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney awards the tender to: Duncor Enterprises

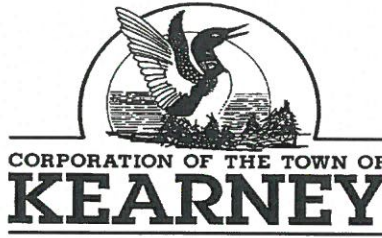
Background

Each year, based on the work plan for public works/roads construction, a tender is devised to request bids based on our needs for the provision and application of double surface treatment for our roads. This year's tender was completed on July 14th, and the following bids were received:

1. Duncor Enterprises at the cost of \$199,920 +HST = \$225.909.60 - July 14 @ 8:29 a.m.
2. Miller Paving at a cost of cost of \$199,920+HST \$225.909.60 - July 14 @ 8:35 a.m.
3. Nil

Respectfully submitted by:

Ross Gattozzi



8 Main Street, P.O. Box 38 Kearney, ON P0A 1M0

Telephone: 705 636-7752

Fax: 705 636-0527

Email: roads@townofkearney.ca

DOUBLE SURFACE TREATMENT

Tender Number 2021- 03

Sealed Tenders will be received by: Corporation of the Town of Kearney
8 Main Street, PO Box 38
Kearney, ON P0A 1M0

Tender Closing Date: Wednesday, July 14, 2021

Tender Closing Time: 12:00 Noon

Tender Opening Time: 12:15 p.m., Wednesday, July 14 2021

Tender for: Double Surface Treating
Total 4000m

LOCATION : Double Surface

Echo Ridge Road 2000 Double Surface
Chetwynd Road 2000 Double Surface

Town of Kearney

Note: Lowest or any tender not necessarily accepted

2021-03

**TENDER FOR
DOUBLE SURFACE TREATING**

Sealed tenders clearly marked "Confidential, Surface Treating" will be received by the undersigned until 12:00 Noon Wednesday July 14, 2021

Tenders can be Hand Delivered by phoning 705-636-7752 will meet at the door.

For the application of Double Surface Treating of approximately 2000 of Chetwynd Road, 2000m Echo Ridge road within the Town of Kearney.

All Tenders to be presented on forms available at the Town Office.

,
The Corporation of the Town of Kearney
8 Main Street, PO Box 38,
Kearney, ON P0A 1M0

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to tender closing, shall be directed to:
Ross Gattozzi, Operations Manager, Town of Kearney
2. Notifications of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the Tender Form. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, made payable to the Town of Kearney in the amount of 10% of the total tender must be submitted with the Tender, for deposit purposes.
Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening.
The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Accepting Notice. Coverage shall be at least \$2,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit (also see Form M-100 Subsections 106-1 and 106-2).
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
4. The successful bidder is required to notify the Ministry of Labour
5. The successful bidder is required to show compliance with Harmonized Sales Tax requirements.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter or by printer;
2. Tender must be in possession of the Municipality by the closing date and time;
3. Tender must be on Tender Form provided
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint Tender must be signed and sealed by each company;
5. All items must be bid;
6. Tender must not be restricted or modified in any way.

GENERAL CONDITIONS

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND FORM M-100

Form M-100 'General Conditions of Contract' and the Ontario Provincial Standard Specifications listed below apply on this Contract unless otherwise stated in the attached Tender documents. The particular revision in effect at the time the Contract is advertised shall apply. Where further detail or clarification is required, reference shall be made to the appropriate Ontario Provincial Standard Specification below or to Form M-100. Form M-100 and the following specifications are available for review at the Municipal Office. Copies may be obtained from the Ministry of Transportation in Huntsville, Ontario.

- i) OPSS Form 304 Construction Specification for single and double surface treatment.

PAYMENT, HOLDBACK AND COMPLETION

Paragraphs 1-4 inclusive, of Form M-100, Subsection 108-3 are cancelled and replaced by the following:

- i) Monthly payments will be paid for ninety per cent (90%) of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare them.
- ii) In addition to the normal ten per cent (10%) holdback, additional holdback may be retained to cover any written liens submitted during the Contract.
- iii) As soon as possible following the certification of completion of the Contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Sub-contractors. The Contractor shall return the certified final estimate and Worker's Safety Insurance Board clearances within thirty (30) calendar days.
- iv) Holdback not including an amount retained for unresolved claims will be

released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is 'complete'. (See the Construction Lien Act)

PERFORMANCE EVALUATION

Failure to execute the Contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipality's Contracts for a period of two (2) years.

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

The terms Corporation, Inspector, Engineer, Authority and Ministry shall be deemed to be the Municipality.

SCOPE OF WORK

- i) The roadways to be surfaced are identified on Schedule attached hereto.
- ii) All Class 2 Aggregate must be made from a quarried product.

SURFACE TREATMENT

All work shall be done in accordance with Special Provisions No.'s 1 and 2 and OPSS 304 Standard Specifications.

BASE PREPARATION

The Municipality shall be responsible for preparation of the road base to Ministry standards for receiving the application of surface treatment.

ADVANCE NOTICE

The Municipality shall be notified by the Contractor at least one (1) week prior to the commencement of application of surface treatment.

MEASUREMENT FOR PAYMENT

Measurement for binder will be by Tender units actually placed in the work and shall be determined by metre readings and/or tank dips.

Measurement for aggregates will be by Tender units actually placed in the work and shall be determined by weighing in accordance with OPSS-102.

BASIS OF PAYMENT

Payment for binder will be limited to a maximum of the Tender quantities plus five per cent (5%) and aggregate payment will be limited to a maximum of the Tender quantities plus ten per cent (10%).

SPECIAL PROVISION NO.1

Binder: Item No.

Class 2 Aggregate: Must be quarried product.

DESCRIPTION

This special provision covers rolling of the granular surface and the double application of binder (HF-150S) and Class 2 aggregate without prime.

CONSTRUCTION

FIRST APPLICATION

The first application of binder shall be sprayed directly on the prepared granular surface at 1.65 kg/m. Class 2 aggregate shall be applied at 17 kg/m as directed by the Engineer and shall provide uniform coverage of the binder but shall not be excessive, Traffic shall not be permitted to cross the exposed binder at the centerline joint between lanes and construction traffic crossing the exposed binder shall be kept to a minimum. Spilled aggregate shall be carefully removed before the second application.

SECOND APPLICATION

The second application of binder shall be sprayed at 1.55 kg/m on the first course before the aggregate has been loosened by traffic. Class 2 aggregate shall be applied at 18 kg/m as directed by the inspector. Traffic shall not be permitted to cross the exposed binder at the centerline joint between lanes and construction traffic crossing the exposed binder shall be kept to a minimum.

BASIS OF PAYMENT

Payment at the Contract price for the above items shall include full compensation for all labour, equipment, and materials to do the work described above.

SPECIAL PROVISION NO. 2

Binder: _____ Item No. _____

Class .2 Aggregate: Item No. _____

Class 2 Aggregate: Must be quarried product

DETERMINATION OF BINDER AND AGGREGATE APPLICATION RATES

Subsection 304.04.05 of MTO Form 304 is deleted and replaced by the following:

EQUIPMENT

- i) The Contractor shall supply the following equipment:
- ii) A portable electronic balance: five digit display, accuracy 0.1%, capacity 10 kg, minimum platform size 300 mm x 400 -mm;
- iii) Sheet metal trays, each 500 mm x 500 mm, inside dimension with sides 7 mm in height. The sheet metal shall be a minimum of 18 gauge (approximately 1.3 mm) with soldered corners;
- iv) One 5 kg test mass;
- v) A carpenter's level for levelling the balance.

SAMPLING FREQUENCY

The Contractor shall carry out field sampling to determine the binder application rates:

- i) **At the start of each day's work** if the Contractor provides two distributors, the binder application rate of one distributor shall be determined at this time;
- ii) **When approximately half of the total day's production is completed** if the Contractor provides two distributors, the binder application rate of the second distributor shall be determined at this time.

The Contractor shall carry out field sampling to determine the aggregate application rates at the start of each day's work.

SPECIAL PROVISION NO.2 cont'd....

-Procedure

Each section of road used to obtain the application rates shall be a maximum of fifty (50) m in length. The Contractor shall conduct field sampling in the presence of the Engineer to determine the binder and aggregate application rates as follows:

- i) Set up and level the balance in a firm location protected from the wind;
- ii) Check the tolerance of the balance with the five (5) kg test mass;
- iii) Obtain the tare mass (in kg to three (3) decimal places) of two (2) clean trays and record;
- iv) Place the two (2) trays in the centre of the lane being treated approximately thirty (30) cm apart and parallel to the centre line;
- v) Remove the first tray after the binder has been sprayed and before the aggregate has been applied;
- vi) Remove the second tray after the binder and aggregate have been applied and before rolling;
- vii) Obtain and record the gross mass (in kg to three (3) decimal places) of each tray;
- viii) Carefully patch the marks left by the trays using the binder and aggregate specified in the Contract. The patches shall be rolled;
- ix) Clean the trays for reuse.

CALCULATIONS

The Contractor shall perform the calculations in the presence of the Engineer as follows:

- i) Obtain the net mass of the binder applied to the first tray.
Net Mass of Binder = Gross Mass - Tare Mass

- ii) Calculate the binder application rate correct to two (2) decimal places. Binder Application Rate (kg/m) = Net Mass of Binder :x 4
- iii) Obtain the net mass of aggregate on the second tray.
Net Mass of Binder and Aggregate = Gross Mass - Tare Mass
- iv) Obtain the Net Mass of Aggregate on the second tray.
Net Mass of Aggregate = Net Mass of Binder and Aggregate (from #3 above) - Net Mass of Binder (from #1 above)
- vi) Calculate the Aggregate Application Rate correct to one (1) decimal place.
Aggregate Application Rate (kg/rn) = Net Mass of Aggregate (from #4 above) x 4
- vii) The calculations shall be promptly reported to the Inspector.

ACCEPTANCE

BINDER

The Binder Application Rate is acceptable when the test result is within the tolerance of five per cent (5%) of the desired rate and work may proceed.

The Binder Application Rate is unacceptable when the test result is outside the tolerance of five per cent (5%) of the desired rate and work shall stop. Field sampling shall be repeated in a maximum of fifty (50) m sections until two (2) consecutive acceptable test results or four (4) unacceptable test results are obtained.

When two (2) consecutive acceptable Binder test results are obtained, work may proceed. When four (4) unacceptable Binder test results are obtained before two (2) consecutive acceptable test results, the Distributor shall be permanently removed from the job.

AGGREGATE

The aggregate Application Rate is acceptable when the result is within the tolerance of ten per cent (10%) of the desired rate and work may proceed.

The Aggregate Application Rate is unacceptable when the test result is outside the tolerance of ten per cent (10%) of desired rate and work shall stop. Work may proceed when the application rate has been adjusted to the desired rate.

BASIS OF PAYMENT

Subsections 304.06.01 and 304.0.6.02 of MTO Form 304 are extended to include full compensation for all labour, equipment and materials required to determine the Binder and Aggregate Application Rates.

COMPLETION DATE

The Contractor shall complete the work by: **September 17, 2021**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the work.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$1000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of 10% of the total tender, made payable to the Town of Kearney. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Town of Kearney if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender. Invoice must be submitted to the Town of Kearney thirty (30) calendar days from completion of work

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%

It is also agreed that, upon acceptance in writing the municipality, this tender form becomes the "Agreement for the performance of work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by:

_____.

Name of Individual or Firm
(hereinafter referred to as the "Contractor")

Address:

Signature of Person Signing for Firm:

Date:

Office of Person Signing for Firm:

Witness or Firm Seal:

FIGURE #1 TENDER

SURFACE TREATING
TENDER NUMBER 2021 - XX

The following equipment will be required to complete the project; Wobble Wheel, Packer and Water Truck plus operators. The Town of Kearney will shape and grade the road

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Echo Ridge Road Double Surface	M2	14,000		
2.	Chetwynd Road Double Surface	M2	14,000		
	ADD HST				
	TOTAL ESTIMATED TENDER				

All work completed by September 17, 2021

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council
FROM: Ross Gattozzi, Operations Manager
SUBJECT: Gravel Crushing and Application
DATE: July 16, 2021

Recommendation:

WHEREAS the Corporation of the Town of Kearney requested tenders for the Crushing, Applying, Stockpiling and Application of gravel for the 2021 construction season, for designated roads within the Town of Kearney;

AND WHEREAS no Gravel tenders were received by the Tender closing date of July 14, 2021;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney direct Staff to re-issue this Tender.

Respectfully submitted by:

Ross Gattozzi



Town of Kearney

8 Main Street, P.O. Box 38 Kearney, ON P0A 1M0

Telephone: 705 636-7752

Fax: 705 636-0527

Email: www.townofkearney.ca

GRAVEL CRUSHING AND APPLICATION

Tender Number 2021-01

Sealed Tenders will be received by: Corporation of the Town of Kearney
8 Main Street, PO Box 38
Kearney, ON P0A 1M0
Telephone: 705 636-7752 (Office)
705 571-1911 (Cell)

Tender Closing Date: Wednesday, July 14, 2021

Tender Closing Time: 12.00 p.m.

Tender for: Gravel Crushing And Application

Location 1: Chetwynd Road Applied Distance 2000m
Location 2: Echo Ridge Road #1 Applied Distance 2000m
Location 4: Echo Ridge Road #2 Applied Distance 300m
Location 5: Stock Pile Pw Yards

(Lowest or any tender not necessarily accepted)

TENDER FOR GRAVEL CRUSHING
And APPLY

Sealed tenders clearly marked "Gravel Crushing" will be received by the undersigned until 12:00 p.m.
Wednesday, July 14th , 2021.

For the crushing of approximately 3750 cubic metres

All Tenders to be presented on forms available at the Town Office.

The Corporation of the Town of Kearney
PO Box 38, 8 Main Street
Kearney, ON POA 1M0
Telephone: 705 636-7752

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100 Subsection 102-2) and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque or Bank Draft, in the amount of 10% of the total tender, made payable to the Town of Kearney. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Town of Kearney if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender. Invoice must be submitted to the Town of Kearney thirty (30) calendar day from completion of work

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20% (see Form M-100 Subsection 103-1)

It is also agreed that, upon acceptance in writing the municipality, this tender form becomes the "Agreement for the performance of work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by:

_____.

Name of Individual or Firm
(here in after referred to as the "Contractor")

Address:

Signature of Person Signing for Firm:

Date:

Office of Person Signing for Firm:

Witness or Firm Seal: _____

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to tender closing, shall be directed to:
Ross Gattozzi, Public Works Manager
2. Notifications of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, made payable to the Town of Kearney in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Accepting Notice. Coverage shall be at least \$2,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit (also see Form M-100 Subsections 106-1 and 106-2).
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
4. The successful bidder is required to notify the Ministry of Labour of "installation of a portable crusher". Refer to Form 1 attached.
5. The successful bidder is required to show compliance with Provincial Sales Tax requirements.

RIGHTS OF THE TOWN/ACCEPTANCE OR REJECTION OF TENDERS

1. Notwithstanding anything herein, if it is deemed most favourable in the interests of the Town, then the Town reserves the following rights, to be exercised at its sole discretion, in order to select a Tender that provides the greatest value based on quality, service and price:
 - a. to accept corrections to a Tender after the closing date for obvious clerical errors except those that would vary the bid price;
 - b. to reject any or all Tenders;
 - c. to include externalities and full-life cycle costs in determining price;
 - d. to use its own estimates on time requirements or "cost plus" estimates in determining price;
 - e. to award by item, or part thereof, groups of items, or all items of the procurement;
 - f. to accept non-compliant Tenders where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of the Tenders;

2. Notwithstanding anything herein, the Town reserves the following rights in all cases, to be exercised at its sole discretion:
 - a. to reject any or all Tenders based on one or more of the following factors: safety, financial stability of the Bidder, previous problems with the Bidder in delivering goods or services, the benefits of diversifying the Town sources of supply, reliability of a Bidder, and other commercially relevant considerations;
 - b. to cancel or defer the Work/project where the costs exceed the Town's budget to a degree that the project is not viable, or where it appears that any permission or approval required from external agencies to complete the Work/project will not be forthcoming in a reasonable period of time, and as a consequence of such a delay, will affect the construction window and/or anticipated weather conditions to a degree that will impact upon the construction costs or other aspects of the Work;
 - c. to reject any Tender that has an all-inclusive cost that is more than 40% below or more than 40% above the average prices submitted and evaluated;
 - d. to reject any or all Tenders if the fairness or legitimacy of the procurement process could reasonably be called into question because of interests any and all persons, firms or corporations have in a Bidder's Tender;
 - e. to reject a Tender if the Bidder has failed to comply with any instruction contained in this document;
 - f. to modify, extend, suspend, postpone or cancel any part of this solicitation or any subsequent processes without any liability to anyone;

- g. to issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work, requirements, timelines, etc.;
 - h. to cancel any Contract arising out of this procurement process, without liability to the Town, if it is found that the successful Bidder provided information as part of this procurement process that it should have known to be incorrect and, in such circumstances, the Bidder will be liable for any damages incurred by the Town resulting from the cancellation of any such Contract;
 - i. in the event of an emergency or pending emergency, to cancel the solicitation and accept, at any time, the Tender that best meets the needs of the Town given the emergency;
 - j. the Town may contact any Bidder before, during and/or after this procurement process, including to clarify or gather additional information regarding a Tender.
3. In the event that two or more Tenders are ranked as equal, the Town reserves the right to break the tie in a manner it deems appropriate.
 4. Where a stepped or ranked scoring process is used, the Town reserves the right to score one or more Tenders for any criteria as tied or to use a ranking for any criteria that exceeds the total number of Tenders.
 5. The Town reserves the right, at its sole discretion, to restrict a Bidder from participating in future solicitations if, at any time, the Bidder fails to comply with any part of this procurement process.
 6. The Town reserves the right to determine the existence of an emergency situation, and when such an emergency situation is deemed to exist, the Town may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Town may direct others to remedy the situation.

COMPLETION DATE

The Contractor shall complete the work by: August 27, 2021

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time (see Form M-100, Subsection 107-2), then the Contractor agrees to pay the



NOTE: Pit Is Licenced to The Town of Kearney

FIGURE #1 TENDER

Primary Crusher required ahead of the Secondary Crusher

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Crushing to produce 7/8" Granular "A" to be Applied Total	Cubic Meters	3750m		
2	Stock at Public Works	Cubic Meters	500		
3	Chetwynd Road	Cubic Meters	1500		
4	Echo Ridge Road #1	Cubic Meters	1500		

5	Echo Ridge Road #2	Cubic Meters	250		
		TOTAL ESTIMATED TENDER			
	ADD PST ON CRUSHING				
	ADD GST				
	TOTAL ESTIMATED TENDER				

The truck box method of measurement to be used.

Contractor to provide loaders, trucks, as required

All work completed by August 27, 2021

SPECIAL PROVISIONS

SPECIAL #1 TESTING AND ACCEPTANCE OF GRANULAR "A"

FIELD SAMPLING:

The Contractor shall be responsible for field sampling in the presence of the Town Representative. The lot size has been predetermined to be 1000 cubic metres. Three bag samples are one lot, and a minimum of four samples for testing are required. Time of samples to be at the discretion of the Town Representative. Samples may be taken from stockpile.

TESTING:

The owner will be responsible for transportation and testing of samples at a designated laboratory Sieve analysis, (gradation requirements) and percent crushed tests will be performed.

ACCEPTANCE REQUIREMENTS:

When either the gradation or the percent crushed particles is not within the specification requirements, an adjusted payment will be allowed at the request of the contractor in lieu of removal, except where a non-conformance is so great that the material is totally unacceptable.

PAYMENT OF ADJUSTMENT GUIDELINES:

Payment adjustments for non-conforming material will be applied as a percentage of the unit price. Material that requires an adjustment in excess of 25% is considered non-conforming and is not acceptable under this contract.

NOTES:

- The contractor may at his discretion have tests performed on the product during the production to ensure that an acceptable product is being produced.
- Off belt must be made during normal working hours, unless otherwise directed by the Town Representative or his representative.
- Primary Breaker 18" minimum required, ahead of the Secondary Crusher.

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council
FROM: Ross Gattozzi, Operations Manager
SUBJECT: Pavement Pulverizing
DATE: July 16, 2021

Recommendation:

WHEREAS the Corporation of the Town of Kearney requested tenders for the provision of Road Pulverizing for designated roads within the Town of Kearney;

AND WHEREAS the tender concluded on July 14, 2021, and two tenders were received, as follows:

1. Roto Mill Inc \$37,324 + HST = \$42,176.12
2. Miller Paving \$59,899 + HST = \$67,685.87
3. Nil

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney awards the tender to: Roto Mill Inc. in the amount of \$37,324 + HST.

Background

Each year, based on the work plan for public works/ roads construction, a tender is devised to request bids based on our needs for the provision of double surface treatment for our roads. This year's tender was completed on July 14th, and the following bids were received:

1. Roto Mill Inc at a total cost of \$42,176.12
2. Miller Paving at a total cost of \$67,685.87
3. Nil

Respectfully submitted by:

Ross Gattozzi



Town of Kearney

THE CORPORATION OF THE TOWN OF KEARNEY

TENDER TO PROVIDE SURFACE PULVERIZATION

Sealed tenders clearly marked "Surface Pulverization."
will be received by the undersigned.

No.: 2021-02

Closing at: 1200 p.m., Wednesday July 14th 2021

Tender opening at: 1:00 p.m., Wednesday, July 14th 2021
In Town of Kearney Municipal Office

Awarding of tenders will be made by Council
at the regularly scheduled meeting on Friday, July 16th, 2021

All tenders to be presented on forms contained in this document to:

Town of Kearney
c/o Ross Gattozzi, Operations Manager
PO Box 38
8 Main Street
Kearney, ON P0A 1M0
705-636-7752 – municipal office
705-636-7029 – municipal garage

Lowest or any tender not necessarily accepted

Please note that faxed tenders are not acceptable

TENDER FOR SURFACE PULVERIZATION

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

A certified cheque or bank draft, made payable to the Town of Kearney, in the amount of 10% of the total tender, must be submitted with the tender, for deposit purposes. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening. The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.

It is agreed that the quantities are estimated only and may be increased or decreased by the municipality without alteration of the price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality this form becomes the "Agreement for the Performance of Work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: _____

Name of Individual or Firm, here after referred to as the "Contractor":

Address: _____

Signature of Person Signing for Firm: _____

Date: _____

Witness or Firm Seal: _____

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to closing, shall be directed to:
Ross Gattozzi
Town of Kearney
PO Box 38, 8 Main Street
Kearney, ON P0A 1M0
705-636-7752 municipal office
2. Acceptance notification will be by telephone and written form of notice to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the municipal bid form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid.
6. Tender must not be restricted or modified in any way.
7. Tender must include a deposit as specified.

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, (except as otherwise provided in the tender), necessary to complete the work to the satisfaction of the municipality.

COMPLETION DATE

The Contractor shall complete the work by: **Friday, July 30 2021**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the work.

PULVERIZATION & RESTORING ROADWAY

This item shall include the initial pulverization of existing surface treated road with underlying granular material to a **minimum** depth of 150 mm. The pulverization shall be carried out with an approved mechanical pulveriser with adequate power to complete the work.

The surface of the processed material shall be graded, shaped and compacted as necessary to produce the required cross-section of the surface in accordance with OPSS 301.

The pulverizing process shall be worked to the same station location for the full width of the roadway surface prior to closing down operations each day.

PAYMENT TERMS

Payment will be made in response to the Contractor's invoice. This payment will be made when all work has been completed to the satisfaction of the Roads Supervisor. Payment to the Contractor shall be verified from measurements taken and recorded by the Roads Supervisor.

The Township shall retain a Holdback payment of ten percent (10%) of the total invoiced amount. Release of the Holdback shall be made after forty-five (45) calendar days from the date of completion of the work as established by the Completion Certificate, but subject to the provisions of the Construction Lien Act RSO 1990, and the submission by the Contractor of the following documents:

- A release shall be provided by the Contractor in a form satisfactory to the Roads Supervisor, releasing the Township from any claims relating to the Contract, qualified by stated exceptions, where appropriate.
- A statutory declaration shall be provided in a form satisfactory to the Roads Supervisor, that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the work have been discharged, qualified by stated exceptions where appropriate, and a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the township road system in order to assess the methods and general requirements of the work.

GOODS AND SERVICES TAX

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

VARIATION OF QUANTITIES

Due to budgeting constraints the quantity of work may be adjusted dependent upon the tendered unit prices. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in the Form of Tender.

CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to prosecute and complete the contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

In order to aid the Township in determining the responsibility of each Contractor, the following statements are required and included as part of the Form of Tender:

Statement "A": Stating the Contractor's experience in similar work that was successfully completed.

Statement "B": Giving the name and address of each proposed Subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.

Statement "C": List of Suppliers.

STATEMENT "A" – Contractor's experience for references

STATEMENT "B" – List of Subcontractors

STATEMENT "C" – List of Suppliers

I/We agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said work or until forty-five (45) calendar days after the said opening, whichever event first occurs; and that the Township may, at any time within that period and without notice, accept this Tender whether any other Tender has previously been accepted or not.

I/We agree that the awarding of the Contract, based on this Tender, by the Council of the Town of Kearney shall constitute acceptance.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post. If sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of notification.

Name of Signing Authority for Contractor:

(Please Print)

Position: _____

Signature: _____

Witness: _____

Place Seal of Contractor Here

REFERENCES

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the O.P.S. General Conditions of Contract, September 1999. The O.P.S. General Conditions and supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain current copies of these documents.

PRICING REQUIREMENTS

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. to the point specified therein.

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall *not* include Harmonized Sales Tax.

LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use in the work under this contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such a vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Road Supervisor, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Road Supervisor, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Road Supervisor.

SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall for with be reported to the Road Supervisor. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

INSURANCE REQUIREMENTS

The Contractor covenants and agrees to indemnify and save harmless the Township from and against any and all claims for loss, costs, damages, and/or compensation and legal expenses the Township may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$ 2,000, 000.00) per incident, naming the Town of Kearney as an additional named insured and containing a cross-liability endorsement.

The Contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the work, in the form of a certificate from his/her insurance company.

The Contractor shall also deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage.

Failure to provide either proof shall result in the cancellation of the contract and forfeiture of the bid deposit.

DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Township may terminate the contract without notice.

If the Contractor fails to comply with any request, instruction, or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws, or directives of relevant authorities relating to the work; or fails to execute the work with the required skill and diligence; or assigns/sublets the contract or any portion thereof without the Townships written consent; or refuses to correct defective work; or is otherwise in default carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

Any termination of the contract by the Township, as aforementioned, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the contract, it is entitled to:

- Take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances.
- Withhold any payment to the Contractor until its liability to the Township is ascertained.

- Recover from the Contractor any loss, damage, and/or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.

CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

CONTRACT TIME AND LIQUIDATED DAMAGES

It is agreed by the parties to this contract that in the event that all the work called for under the contract is not completed by the date specified, or as extended by the Road Supervisor, a loss or damage will be sustained by the Township. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of five hundred dollars (\$500.00) as liquidated damages for each and every calendar day delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Township, which will accrue during the period in excess of the prescribed date for completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and

Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and the provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to carry out the work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety; Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties. The Contractor shall cooperate with representatives of the Township and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The contractor shall identify and save the Township from any additional expense which may be incurred to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

PROTECTION OF THE PUBLIC AND TRAFFIC

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation-Traffic Control Manual for Roadway Operations
- The Ministry of Transportation-Ontario Traffic Manual
- Canadian Government Specification Standard 62-GP-11, as amended, Reflective Materials and Surfaces

The Contractor will be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights, and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Road Supervisor.

Materials and equipment shall not be stored within 4m of the travelled portion of the roadway. In addition, the Contractor shall, at his own expense, remove any equipment or material which the Road Supervisor constitutes a traffic hazard.

TRAFFIC PROTECTION PLAN AND MEASURES

The Contractor shall prepare detailed procedures for addressing the traffic protection requirements of the Occupational Health and Safety Act and Ontario Regulations for Construction Projects, Ontario Regulation 213/19 as amended by 143/99, 175/99 and

145/00 and they shall be provided to the Contractors' workers, the Township, and the Road Supervisor.

The procedures must include protection for the Road Supervisor and all Township personnel involved in surveying or inspection operations of the contract.

The Contractor shall have competent workers trained in the installation and removal procedures of roadside operations, as provided for in the Ontario Traffic Manual Publication-Book 7.

2021 SURFACE PULVERIZATION TENDER BID FORM

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Chetwynd Rd	M2	14,000		
2	Echo Ridge Rd	M2	14,000		
3	Ridge Echo RD	M2	2,100		

ESTIMATED TENDER: _____

HST: _____

HST ACCOUNT #: _____

TOTAL ESTIMATED TENDER: _____

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council
FROM: Ross Gattozzi, Operations Manager
SUBJECT: Winter Sand
DATE: July 16, 2021

Recommendation:

WHEREAS the Corporation of the Town of Kearney requested tenders for the provision and stockpiling 3200cubic metres of winter sand for the roads within the Town of Kearney;

AND WHEREAS the tender concluded on July 14, 2021, and one tender were received.

AND WHEREAS those tenders received were:
1. Jeff Maki

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney awards the tender to: Jeff Maki

Background

Each year, based on the work plan for public works/ roads construction, a tender is devised to request bids based on our needs for the provision and stockpiling of winter sand for our roads. This year's tender was completed on July 14th, and the following bids were received:

1. Jeff Maki at a cost of \$13.85 M2 per unit total cost \$44,320.00 + HST.

Respectfully submitted by:

Ross Gattozzi



Town of
Kearney

WINTER SAND

Tender Number 2021- 03

Sealed Tenders will be received by: Corporation of the Town of Kearney
8 Main Street, PO Box 38
Kearney, ON P0A 1M0

Tender Closing Date: Wednesday July 14th, 2021

Tender Closing Time: 12:00 Noon

Tender Opening Time: 12:15 pm, Wed. July 14th, 2021
Tender for: Supply, screening, mixing and
stockpiling of Winter Sand
3200 Cu. Meters

Location: Town of Kearney
149 King William Street
Public Works Yard

Note: Lowest or any tender not necessarily accepted

**TENDER FOR
WINTER SAND**

Sealed tenders clearly marked "**Confidential Winter Sand**" will be received by the undersigned until 12:00 Noon Wednesday July14, 2021.

Tender forms must be used and are available at the Town of Kearney office 8:30 a.m. to 4:30 p.m., Monday to Friday.

All tenders must be sealed and clearly marked:

**CONFIDENTIAL
"WINTER SAND"
"Town of Kearney"
8 Main Street
PO Box 38
Kearney, ON
P0A 1M0
Attention: Ross Gattozzi**

TENDERING PROCEDURES

1. All inquiries concerning the tender, prior to tender closing, shall be directed to:
Ross Gattozzi Operations Manager, Town of Kearney
2. Notifications of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the Tender Form. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, made payable to the Town of Kearney in the amount of 10% of the total tender must be submitted with the Tender, for deposit purposes.
Deposit cheques of unsuccessful bidders will be returned within ten (10) calendar days of the tender opening.
The cheque of the successful bidder shall be retained until the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Accepting Notice. Coverage shall be at least \$2,000,000 per incident in the name of the municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
4. The successful bidder is required to notify the Ministry of Labour
5. The successful bidder is required to show compliance with Harmonized Sales Tax requirements.

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter or by printer;
2. Tender must be in possession of the Municipality by the closing date and time;
3. Tender must be on Tender Form provided
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint Tender must be signed and sealed by each company;
5. All items must be bid;
6. Tender must not be restricted or modified in any way.

TERMS OF CONTRACT

This tender is for the supply, screening and mixing of salt and the cone/stockpiling of winter sand in the Town of Kearney.

The Contractor is to supply all material, equipment and labour at his cost except the supply of salt.

PAYMENT

Monthly payment for work done will be made up to 85% of the amount of work performed. Quantities will be verified by summary sheets. Balance of contract money will be paid only, after all work is done, as requested by this contract, and is accepted by the Town of Kearney Representative.

MEASUREMENT

Quantities must be metre truck box measurements only.

SCHEDULING OF DELIVERY

The screening, mixing and cone/stockpiling must commence no sooner than October 1 and completed by October 28, 2021.

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the work.

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$1000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

MIXING

Salt to be supplied by the Town of Kearney and will be delivered to the job site when required.

LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Town of Kearney Representative, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to, property and such policy shall name the Town of Kearney as an additional insured there under and shall protect the Town of Kearney against all claims for all damage or injury including death to any person or persons and for damage to any property of the Town of Kearney or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Town of Kearney before the work is started.

MATERIALS

All materials and work shall be done in accordance with M.T.O. Standards Specification 100-4. Sand for screening will be supplied by the Contractor.

LOCATION

Screen salt/sand will be cone/stockpiled at 149 King William Street, Town of Kearney Public Works Yard.

QUANTITIES - NOTE: All prices are per cubic metre.

Screened Sand - Approx. 3200 metres at \$ _____/cu.metre
per cu. metre

Add H.S. T. \$ _____/cu.metre

For a total price of \$ _____/cu metre

Date: _____

CONTRACTOR'S STATEMENT

The Contractor has carefully examined the conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract and the Contractor understands and accepts the said conditions and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Town of Kearney without alteration of the unit price.

The Contractor herewith confirms that a tender deposit of 10% or more of the estimated total is attached to this tender in the amount of \$ _____, by certified cheque or Bank draft. This deposit will be returned when the holdback of payment exceeds the deposit amount. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Town of Kearney if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender. Invoice must be submitted to the Town of Kearney thirty (30) calendar days from completion of work

It is also agreed that, upon acceptance in writing the municipality, this tender form becomes the "Agreement for the performance of work" between the Contractor and the municipality.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: _____.

Name of Individual or Firm
(hereinafter referred to as the "Contractor") _____

Address: _____

Signature of Person Signing for Firm: _____

Date: _____

Office of Person Signing for Firm: _____

Witness or Firm Seal: _____



REPORT TO COUNCIL

TO: Mayor and Council
FROM: Brenda J. Fraser, CAO | Clerk | Treasurer
RE: Employee Benefit Plan
DATE: July 16, 2021

Recommendation:

WHEREAS the proposal to renew the Town Benefits Program from our current provider is projecting an +8.4% increase from last year;

AND WHEREAS proposals were invited from two other companies, for comparison purposes;

AND WHEREAS the Proposals received were as follows:

1.	Mosey and Mosey (current provider- projected \$)	\$109,287.29	plus applicable tax
2.	ALG. Brown & Associates	\$ 89,436.22	plus applicable tax
3.	Meldrum Horne (recommended)	\$ 84,124.57	plus applicable tax

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney accepts the proposal from _____ in the amount of \$ _____ plus applicable taxes.

Background:

- Recently, during one of our area *Purchasing Group* meetings, a presentation was made from an Employee Benefit provider.
- Shared in this presentation, was that one of our local municipalities realized significant cost savings for their benefit plan, when they switched to the presenting Company. Based on this finding, Kearney Staff deemed it expedient, to invite a quote from this Company and to also invite a quote from a third provider that has recently reached out to our Office.
- Both new competing Company's requested and received the same information detail on which to base their proposals.

Considerations:

- We have received the renewal cost from our current provider indicating an increase of \$8,401.29 from 20/21 to 21/22.
- Two Companies have provided a presentation to Staff, accompanied by their proposal to provide Employee Benefits for us. Both have offered to provide their presentation to Council. Both new proposals are lower than our renewal cost.
- Our existing CUPE Collective Agreement states "*The Employer shall continue to provide the benefits as described in the current group insurance plans. The foregoing policies shall not be changed unless equal or superior coverage is provided*". The new quotes are based on the same coverage provided by our current provider.
- The CUPE Collective Agreement is in the process of being negotiated and has not yet been ratified. One of the outstanding bargaining items, involves Employee Benefits which may result in a minor cost increase to any of the quotes received.

Respectfully Submitted by:

Brenda J. Fraser



THE CORPORATION OF THE TOWN OF KEARNEY

PUBLIC NOTICE

**NOTICE OF INTENT TO SELL UNDEVELOPED LOTS ON
PLAN M-361, TOWN OF KEARNEY**

TAKE NOTICE that the Council of The Corporation of the Town of Kearney (the "Town") proposes to enact a By-law pursuant to Sections 8 and 9 of the *Municipal Act, 2001* as amended to sell the lands more particularly described in Schedule "A" set out below (the "Lands") which are undeveloped and do not have frontage on a publicly maintained road.

ANY PERSON wishing to comment on the proposed sale may submit comments in writing by 4:30 p.m. on 14th day of July, 2021 to the Clerk of the Town at the address set out below. Also at the Council meeting Council will hear electronically any person or counsel/solicitor or agent who claims that his/her land will be prejudicially affected by the By-law and who applies to be heard. Please contact the Clerk for more information as to how a person may attend the meeting electronically.

THE COUNCIL of the Town will give consideration to all submissions received in writing or made at the Council meeting and will then determine whether or not to proceed with the passage of the said By-law.

THE SAID By-law will come before Council for consideration at the Council meeting to be held at 1:00 p.m. on 16th day of July, 2021.

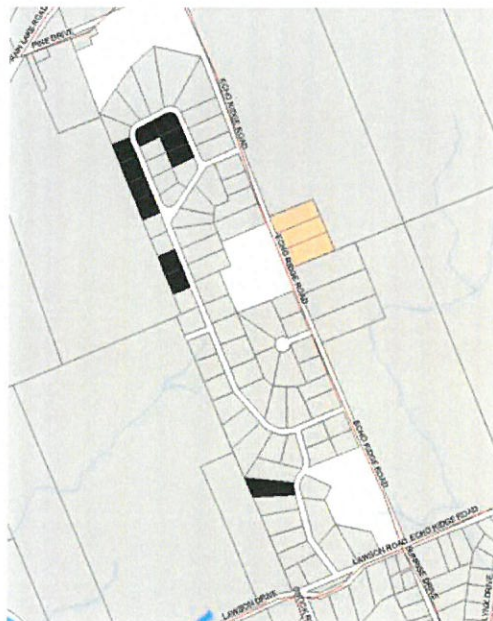
Brenda Fraser, Clerk
The Corporation of the Town of Kearney
8 Main Street, P.O. Box 38
Kearney, ON P0A 1M0
(705) 636-7752

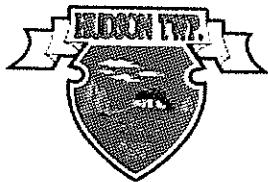
brenda.fraser@townofkearney.ca

Schedule "A"

All of Lots 6, 7, 8, 9, 12, 13, 25, 73, 74, 75 and 81, Registered Plan M361; Town of Kearney; District of Parry Sound

KEY MAP





CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY RD.
NEW LISKEARD, ON P0J1P0
(t) 705-647-5439 (f) 705-647-6373
www.hudson.ca admin@hudson.ca

March 31st, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Attention: Premier Ford

RE: Support for Fire Departments

At the Township of Hudson's Regular Meeting of Council held on Wednesday March 3rd, 2021, the following resolution 2021-049 was put forward and passed:

WHEREAS the role of Ontario's 441 fire departments and their approximate 30,000 full, part-time, and volunteer firefighters is to protect Ontarians and their property; and

WHEREAS according to the Ontario Fire Marshal and Emergency Management's latest data, in Ontario there was over 11,000 number of loss fires, 9,500 no loss fires, 784 injuries, 91 fatalities, and over \$820 million dollars of estimated loss in 2018; and

WHEREAS fire emergencies only make up a portion of the total calls for help received by fire and emergency service departments as they respond to nearly every public emergency, disaster, or 9-1-1 call; and

WHEREAS Ontario's fire department infrastructure deficit continues to grow annually and is almost entirely borne by the municipality and local taxpayers with the majority having populations under 25,000; and

WHEREAS due to antiquated structures and equipment that do not meet current industry standards the safety of the Ontario public and Ontario firefighters is being jeopardized;

NOW THEREFORE the Council of the Corporation of the Township of Hudson resolves as follows:

1. **THAT** the Federal and Provincial Government includes apparatuses, training, equipment and structures for fire departments as eligible categories to any further infrastructure programs which will not only provide immediate stimulus to the local, provincial and federal economies given current economic uncertainty but also ensure the safety of Canadians and dedicated firefighters; and

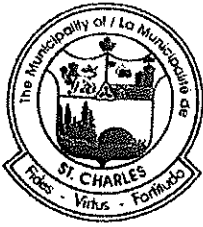
2. **THAT** this resolution be forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Laurie Scott, Minister of Infrastructure, local MPP, local MP, the Ontario Fire Marshal, Jon Pegg, the Ontario Association of Fire Chiefs, and all Ontario Municipalities.

Please accept this for your consideration and any necessary action.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Kemp". The signature is stylized with a large initial 'J' and a long, sweeping underline.

Jordan Kemp
Clerk-Treasurer
Township of Hudson



La Corporation de la Municipalité de / The Corporation of the Municipality of
ST. CHARLES

C.P. / Box 70, 2 King Street East St.-Charles ON
Tel: 705-867-2032 Fax: 705-867-5789

POM 2W0
www.stcharlesontario.ca

June 28, 2021

VIA EMAIL TO: premier@ontario.ca

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Re: Resolution - Municipal Land Transfer Tax

At its Regular Meeting of Council held April 21, 2021, Council for the Corporation of the Municipality of St.-Charles passed the following Resolution:

Resolution No.: 2021-94

Moved by: Councillor Monica Loftus

Seconded by: Councillor Richard Lemieux

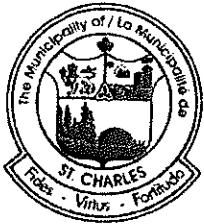
"WHEREAS Municipalities in Ontario have an infrastructure deficit of \$34 billion dollars;

AND WHEREAS there is extremely limited grant money being received by the provincial and federal governments;

WE THEREFORE ASK that Municipalities be allowed to have a charge applied to all land transfers within their boundaries and that this amount go directly to the Municipality.

CARRIED"

Your attention to this matter is greatly appreciated.



La Corporation de la Municipalité de / The Corporation of the Municipality of
ST. CHARLES

C.P. / Box 70, 2 King Street East St.-Charles ON
Tel: 705-867-2032 Fax: 705-867-5789

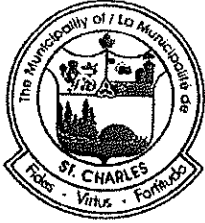
P0M 2W0
www.stcharlesontario.ca

Sincerely,

Municipality of St.-Charles


Tammy J. Godden
Clerk
/tg

CC: Right Honourable Justin Trudeau (Via Email To: Justin.Trudeau@parl.gc.ca)
Minister of Municipal Affairs and Housing, Steve Clark (Via Email To:
Steve.Clark@pc.ola.org)
Association of Municipalities of Ontario (Via Email To: AMO@amo.on.ca)
The Federation of Northern Ontario Municipalities (Via Email To:
Office@fonom.org)
Ontario Municipalities



La Corporation de la Municipalité de / The Corporation of the Municipality of
ST. CHARLES

C.P. / Box 70, 2 King Street East St.-Charles ON
Tel: 705-867-2032 Fax: 705-867-5789

P0M 2W0
www.stcharlesontario.ca

June 28, 2021

VIA EMAIL TO: premier@ontario.ca

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
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Toronto, ON M7A 1A1

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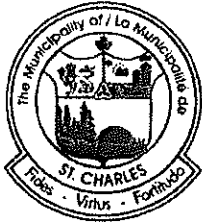
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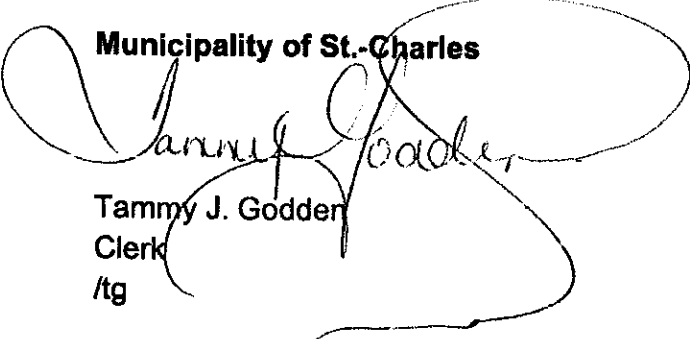
La Corporation de la Municipalité de / The Corporation of the Municipality of
ST. CHARLES

C.P. / Box 70, 2 King Street East St.-Charles ON
Tel: 705-867-2032 Fax: 705-867-5789

P0M 2W0
www.stcharlesontario.ca

Sincerely,

Municipality of St.-Charles


Tammy J. Godden
Clerk
/tg

CC: Right Honourable Justin Trudeau (Via Email To: Justin.Trudeau@parl.gc.ca)
Minister of Municipal Affairs and Housing, Steve Clark (Via Email To:
Steve.Clark@pc.ola.org)
Association of Municipalities of Ontario (Via Email To: AMO@amo.on.ca)
The Federation of Northern Ontario Municipalities (Via Email To:
Office@fonom.org)
Ontario Municipalities

MEMBER'S RESOLUTION

Committee of the Whole (1) Report

DATE: Tuesday, June 01, 2021

TITLE: Raising the Legal Age for a Licensed Driver from 16 to 18

FROM:

Councillor Sandra Yeung Racco

Whereas, City of Vaughan Council is concerned about the continued occurrence of serious motor vehicle collisions involving drivers under the age of 18; and

Whereas, a shocking and tragic collision involving a 16-year old driver occurred on May 16th, 2021 on Athabasca Avenue in the City of Vaughan, resulting in the death of two young children; and

Whereas, City of Vaughan Council is deeply saddened and concerned by the Athabasca Avenue accident and wishes to see change effected to Ontario's driving laws.

It is therefore recommended:

1. That the Provincial Government consider raising the current minimum driving age for licensed G1 operators of motor vehicles in Ontario from 16 to 18 years old; and
2. That the City Clerk forward a copy of this resolution to the Premier, the Minister of Transportation, the Minister of Municipal Affairs and Housing, and to all municipalities in Ontario.

Attachments

None

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF JUNE 22, 2021

Item 22, Report No. 29, of the Committee of the Whole, which was adopted without amendment by the Council of the City of Vaughan on June 22, 2021.

22. RAISING THE LEGAL AGE FOR A LICENSED DRIVER FROM 16 TO 18

The Committee of the Whole recommends that consideration of this matter be deferred to a Committee of the Whole meeting in September 2021.

Member's Resolution

Submitted by Councillor Yeung Racco

Whereas, City of Vaughan Council is concerned about the continued occurrence of serious motor vehicle collisions involving drivers under the age of 18; and

Whereas, a shocking and tragic collision involving a 16-year old driver occurred on May 16th, 2021 on Athabasca Avenue in the City of Vaughan, resulting in the death of two young children; and

Whereas, City of Vaughan Council is deeply saddened and concerned by the Athabasca Avenue accident and wishes to see change effected to Ontario's driving laws.

It is therefore recommended:

1. That the Provincial Government consider raising the current minimum driving age for licensed G1 operators of motor vehicles in Ontario from 16 to 18 years old; and
2. That the City Clerk forward a copy of this resolution to the Premier, the Minister of Transportation, the Minister of Municipal Affairs and Housing, and to all municipalities in Ontario.

JUN 24 2021



KWEF
Kearney Watershed Environmental Foundation

June 18, 2021

Town of Kearney
8 Main Street - Box 38
Kearney, Ontario
P0A 1M0

Attn : Mayor Ballantyne, Kearney Council and Town Staff

Kearney Watershed Environmental Foundation (KWEF) would like to thank all involved in the purchase of the YSI ProSolo ODO/T instrument for KWEF. It will allow us to continue with our Water Quality Monitoring Program . Because we now have access to an instrument year round, we will be able to expand our testing program to include monthly monitoring on designated lakes during the ice free season. That will provide us with a better understanding of conditions on these lakes throughout the year. We also will be able to undertake short term and impromptu investigations as needed. We truly appreciate the support from the Mayor, Council and Town during the past years and look forward to working with Council and the Town for the benefit of everyone in our community.

Best regards,

A handwritten signature in black ink, appearing to read 'Stan Walker', written over a horizontal line.

Stan Walker
Chair - KWEF
Box 70 Kearney ON
P0A 1M0



Welcome to our June 2021 Newsletter

Included in this issue:

- Bits & Pieces
- Bugs by Carol Adamthwaite

We had intended to include an article on Shoreline Restoration and one on Living With Wildlife in this months newsletter but decided the article on "Bugs" was more appropriate at this time. This time of the year, many homeowners opt for broad spectrum pesticides to combat mosquitoes and garden insects not realizing the negative environmental impact not only on the beneficial insects and birds on their own property but on their neighbours as well. One must remember that Pest Control companies that you hire to treat your yard are in business to sell their products & services not to educate you on environmental best practices.

Turtles on the Move

Remember to watch for our slow moving citizens this time of year and if necessary help them cross our busy roads safely in the **direction they were originally headed.**

The gravel shoulders of the road near swamps & marshes are favourite spots for the female to make a nest and bury their eggs. If you come to the rescue of a Snapping Turtle be cautious handling them. Don't pick them up by the sides or front of the shell as they have a long neck and can inflict serious bite damage to hands and fingers or pull them by the tail which is easily injured. The best approach is to use either a plastic snow shovel which will lift the turtle completely off the pavement and allow you to quickly scoot it off the road

or use an old tarp or blanket. Snappers can live over 100 years but don't mature for 15-20 years and each female only lays 25-75 eggs each year. Mortality rates for new hatch-lings and juveniles are quite high and many nests are raided by skunks, raccoons or foxes resulting in the eggs never even getting a chance to hatch. The adult's main



Saved from being squashed on Echo Ridge Rd

danger is from vehicle traffic or motor boat propellers. If you are concerned about identifying "Snappers" there are lots of pictures online - but they are easy to identify because they are NOT pretty or cute and have a very prehistoric appearance .

If you are **feeding Hummingbirds** remember to clean the feeders and change the sugar water solution often (4:1 water & white sugar only). Avoid letting the sugar solution become cloudy or milky looking because it may make them sick.

Butterflies, Bees and Dragon flies

We appear to have lots of bugs in the garden this year. We had some butterflies before all the snow had disappeared this spring and currently have Swallowtails, Fritillaries and perhaps a Monarch (seen at a distance). Pollinators include Bumblebees (big & small) honeybees, butterflies, moths, many types and sizes of flies and other assorted flying insects. Even saw some Hummingbird Moths hard at work. There were lots of Dragonflies busily zipping back and forth over the garden catching & eating mosquitoes. Did you know that they each can eat about 100 per day. Between the Dragonflies, Swallows and little Brown Bats they can put a substantial dent in your mosquito population.

Bugs

Most of us see bugs as a pain, literally and figuratively. Here in Almaguin it seems, at times ,that it is one onslaught after the other.

In the spring Black Flies, the smallest of our biting insects, are the first to arrive. They are active all day, mainly during May and June. A few days of hot weather and dragonfly activity and they disappear to be replaced by mosquitoes. There are about 2500 species in the world with probably 82 in Canada. Of the 10 main groups in Canada only 5 are significant pests to humans. Mosquitoes are more tenacious and are generally more, active at dawn and dusk with the different types arriving and disappearing from June to September. As most people know it is only the females that bite and there are different types of mosquitoes at different times in the season. July and August during the day are the months for deer and horse fly activity, with the little flies that bite your ankles when you are in the boat arriving in late summer.

It may surprise you to learn that insect populations are declining mainly because of climate change, loss of biodiversity and habitat destruction. In Dr. Sverdrup-Thygeson's new book "*Buzz, Sting, Bite: Why We Need Insects* ", the author who is a professor of conservation biology at the Norwegian University of Life Science makes a clear case for the importance of invertebrates in keeping nature in balance. She quotes Harvard Biologist E.O. Wilson who wrote in 1987 "if the invertebrates were to disappear, I doubt the human species could live more than a few months".

Bugs, What are they good for?

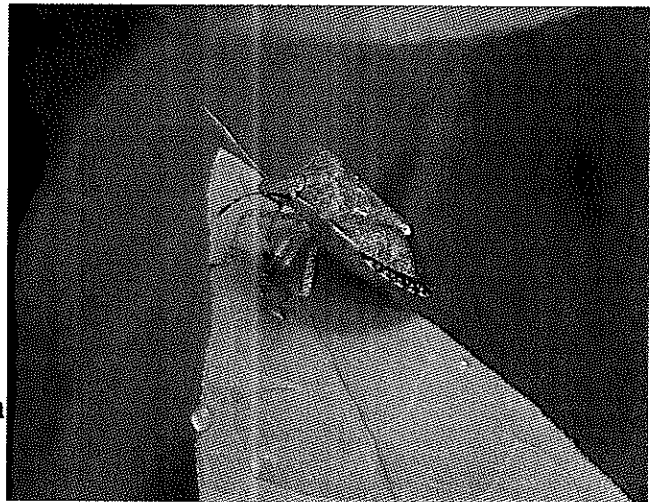
Biting and stinging insects give all invertebrates a bad name.

However insect populations have a huge part in maintaining the balance of nature on the planet. According to Dr. Sverdrup-Thygeson, 90 % of plant production is left as waste on the ground. **Many insects are part of the clean up crew.** They recycle dead plant and animal matter which replenishes the soil and cleans up the environment in the process.

Pollination is one of the most important contributions insects make to the world.

Dr. Sverdrup-Thygeson wrote that "The volume of agricultural production dependent on insect pollination has tripled over the last 50 years and an estimated 20,000 different species (not just bees) contribute to pollinating our food supply as well as other crops used for bio-fuels, natural fibres, medicines and construction materials."

Bugs are also important as a **food source** for other bugs as well as many other birds and animals. Insects in the larval stage or as adults are an important food source for freshwater fish. Birds, bats and many reptiles are insect eaters. Insects provide protein especially for nestlings. World wide, Dr. Sverdrup-Thygeson says birds eat an estimated 500 million metric tons.... more than the weight of the entire world population annually! A study by US and Mexican researchers in Costa Rica (1976-2012), found that a decline in insects has led to a decline in insectivorous birds of 53% over 15 years.



Pictured at right - one of the many good guys - the Spined Soldier Bug (just 10-12 mm) eats caterpillars, larvae and grubs. You don't want to kill him - he needs to be working for you !

Preserving wildlife habitat means keeping not only wetlands intact and undisturbed but also leaving dead trees and areas of ungrouted, naturalized land along streams , fields , and roadways in both urban and rural areas. This can help to maintain the balance of nature needed by these insects as well as all wild creatures.

Bugs- How do we live with them?

The best way to prevent being bitten by biting insects is by using a physical barrier.

Wear light coloured, long sleeved clothing and , tuck your long pants in. Bug jackets are very effective. Bug tents and screened houses help for sitting outdoors. Close all

unscreened windows and doors in the house. Bugs do not like smoke. A campfire or burning sage or rosemary, and citronella candles seem to have some effect. Some natural products are, oil of lemon, eucalyptus oil, and soy bean oil. A large fan used on an outdoor patio to create a breeze is another novel solution . Mosquitoes are not strong flyers and have difficulty hovering to land on you in a breeze.

Commercial products are available but be sure to read labels carefully. Some products can be toxic especially to children and animals and kill indiscriminately both good and bad insects, and birds. Deet, a popular chemical product, is used topically as a repellent. The recommended strength both for adults and children of different ages is regulated in Canada. It can damage some synthetic materials. The use of commercial area sprays often originally licensed for insect control on agricultural crops is questionable for residential areas - especially those near lakes & rivers. Often advertised for mosquito control they usually are lethal to beneficial insects such as bees and butterflies and possibly birds. At least one has a high toxicity for aquatic life, lasting more than 2 months in the water. Its use should be avoided near lakes, ponds and rivers . Most of these sprays must be applied according to strict guidelines and companies and their employees are expected to act responsibly. Oversight is difficult and often lacking.

Commercial products like calamine lotion and After Bite or home remedies like a paste of baking soda and apple cider vinegar or heat from a hot water bottle or "Seed Bag" warmed in a microwave applied to the area can relieve the itch if you do get bitten.

When trying to decide on what methods to use to handle problems with bugs please realize that many pesticide companies rely on the "FUD" factor (Fear, Uncertainty & Doubt) to help sell their products. "Protect Your family - Mosquitoes carry Zika and West Nile" are common ad headlines. Rather than just accepting their pitch - do some research on your own. To start - go to the Canadian Wildlife Federation website (cwfcf.org) and read up on Mosquitoes and Zika and West Nile and follow some of their links to Health Canada and other knowledgeable websites and come to your own conclusions. When you visit websites be skeptical about their information until you can verify that it is accurate. I think when you are finished you will have a totally different perspective on the problem

Sources: - *Buzz, Sting, Bite: Why We Need insects*, by Dr. Sverdrup-Thygeson
- cwfcf.org look under resources - common animal fact sheet and then search for mosquitoes which are under the insect tab
lots of interesting info on a number of different insects

Considering all the bugs' contributions and place in the world as we know it, a bite or two seems a small price to pay. Hope you manage to get out and enjoy our summer but remember to take care of our environment and all its critters at the same time.