



# AGENDA

REGULAR COUNCIL MEETING  
Council Chambers  
Friday, January 31<sup>st</sup>, 2020 – 1:00 p.m.

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

**1. Call the Meeting to Order**

*Moment of Silence to honour the memory of Bob Shaw*

**2. Approval of Agenda**

**3. Declaration of Pecuniary Interest and the General Nature Thereof**

**4. Delegations/Presentations - Nil**

**(a) Delegations**

**(b) Presentations**

- (i) **Jean Philippe Laroque, Architect; Ruth Elder, Architect re: Kearney Community Centre - Findings**

**5. Minutes**

**(a) Adoption of Minutes**

- (i) **Regular Meeting, [Draft Minutes](#) – January 10th, 2020**  
(ii) **Special Meeting, [Draft Minutes](#) – January 10th, 2020**

**(b) Receive Committee Minutes**

- (i) **Kearney Community Centre Committee: [Minutes – November 1, 2019](#)**

**6. Committee Resolutions for Consideration**

**(a) Dog Sled Races Advisory Committee re: To Declare the races a festival et al**

**(b) Kearney Community Centre Committee re: [Purchase of Kitchen Stove](#)**

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

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

**9. Unfinished Business – Nil**

**10. Reports and By-laws**

**(a) Building**

- (i) **Report re: [Building Activity Report to December 31, 2019](#)**

**(b) Planning**

- (i) **Report & Resolution re: [CONVEYANCE OF 1 SQ. INCH \(TYTLER\)](#)**  
(ii) **By-law No. 2020-xx re: [Accept Ownership of a parcel of land](#)**  
(iii) **Report re: Appeal - [Consent Applications B--025/18, B-026/18 and B-027/18 \(MEIER\)](#)**

**(c) Operations**

- (i) **Transfer Station Report – [for the period January 3, 2020 to January 21, 2020](#)**  
(ii) **Report and Resolution re: [Kallio Road Transfer Station Site](#)**

**(d) Administration**

- (i) **By-law No 2020 - xx re: [Agreement with Kearney Seniors](#)**

- (ii) **Resolution re:** [Kearney Community Centre Rental Agreement - Long Form](#); [Kearney Community Centre Rental Agreement - Short Form](#)

**(e) Treasury**

- (i) **Report and Resolution re:** [Payment Register](#)
- (ii) **Report re:** [2019 Council Honouraria & Expenses](#)
- (iii) **Resolution re:** [Debit and Credit Card Payments](#)

**(f) Fire and Emergency Services**

- (i) **Report re:** [Fire Chief, Fire Department Report for Regular Council Meeting on January 31, 2020](#)

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

**(h) Council Presentations**

- (i) **Mayor Ballantyne re:** Direction to Staff to Review Communication Policy
- (ii) **Councillor Rickward re:** ROMA Conference

**11. Correspondence**

**(a) Action Items**

- (i) **Town of Deep River re:** [Premiers to develop Nuclear Reactor Technology](#)
- (ii) **Scarborough Outdoor Education School re:** [Request to have Kearney Community Centre as emergency evacuation centre](#)
- (iii) **Burk's Falls and District Food Bank re::** [Request for funds](#)

**(b) Information Items**

- (i) **District of Parry Sound Social Services Administration Board re:** [Honourariums and Expenses 2019 report](#)

**12. Other Business - Nil**

**13. Closed Session**

Council will enter into a Closed Session for discussion regarding:

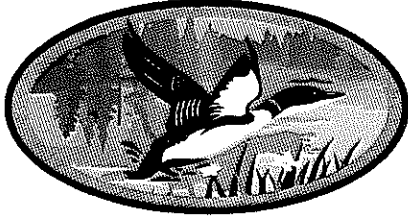
- (a) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
- (b) Labour relations or employee negotiations (x2)

**14. Business Arising from Closed Session**

**15. Confirming By-Law**

**By-Law 2020-xx** being a By-law to confirm the proceedings of Council at its Regular Meeting held on January 31st, 2020.

**16. Adjournment**



# The Corporation of the Town of Kearney

8 Main Street Box 38 Kearney ON P0A 1M0

## MINUTES

### REGULAR COUNCIL MEETING

Council Chambers

Friday, January 10<sup>th</sup>, 2020

1:00 p.m.

**Council Members Present:** Deputy Mayor Liz Stermsek  
Councillors: Cheryl Philip; Mike Rickward and Paul Ziraldo

**Staff Present:** Brenda J. Fraser, CAO|Clerk|Treasurer  
Keven Beaucage, Deputy Clerk, Deputy Treasurer  
Linda Moyer, Planning Technician

**Regrets:** Mayor Carol Ballantyne

1. **Call the Meeting to Order**

**Res. No. 1/10/01/2020** Mike Rickward, Paul Ziraldo

**BE IT RESOLVED** that the Regular Council Meeting of the Corporation of the Town of Kearney on January 10<sup>th</sup>, 2020 be declared open and called to order at 1:04 p.m. **CARRIED**

2. **Approval of Agenda**

**Res. No. 2/10/01/2020** Paul Ziraldo, Mike Rickward

**BE IT RESOLVED** that the Agenda of the Regular Council Meeting of the Corporation of the Town of Kearney on January 10<sup>th</sup>, 2020 be adopted as circulated. **CARRIED**

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

4. **Delegations/Presentations**

(a) **Delegations**

- (i) **Chris Bevan, Kennedy Insurance Brokers Inc. re: Municipal Cyber Insurance Program**  
Mr. Kennedy sent his regrets.

(b) **Presentations – Nil**

5. **Minutes**

(a) **Adoption of Minutes**

- (i) **Special Meeting, Draft Minutes – December 6<sup>th</sup>, 2019**  
(ii) **Regular Meeting, Draft Minutes – December 6<sup>th</sup>, 2019**  
(iii) **Special Meeting, Draft Minutes – December 13<sup>th</sup>, 2019**

**Res. No. 5(a)(i)-(iii)/10/01/2020** Paul Ziraldo, 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) **Special Meeting, Draft Minutes – December 6<sup>th</sup>, 2019**  
(ii) **Regular Meeting, Draft Minutes – December 6<sup>th</sup>, 2019**  
(iii) **Special Meeting, Draft Minutes – December 13<sup>th</sup>, 2019**

**CARRIED**

(b) **Receive Committee Minutes**

- (i) **Dog Sled Races Advisory Committee: Draft Minutes – November 7, 2019.**

**Res. No. 5(b)(i)/10/01/2020** Paul Ziraldo, Mike Rickward

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

- (i) **Kearney Dog Sled Races Advisory Committee: Draft Minutes – November 7, 2019.**

**CARRIED**

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

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

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

- (i) **Proposed By-law re:** To Declare Lands to be Surplus (Granny White's Farm)  
There were no public presentations. One letter (provided under Correspondence) was received by Council.

9. **Unfinished Business** – Nil

10. **Reports and By-laws**

- (a) **Building** - Nil

(b) **Planning**

- (i) **Report and Resolution re:** CONVEYANCE OF 1 SQ. INCH (TYTLER)

**Res. No. 10(b)(i)/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney has no concerns with the conveyance of one square inch in the location shown on the draft plan prepared by E. J. Williams Surveying Ltd., with respect to Consent Application B-014/19 (SCHAEFER/TYTLER).

**CARRIED**

(c) **Operations**

- (i) **Transfer Station Report** – for the period November 29, 2019 to December 31, 2019 – **Report only.**

- (ii) **Report and Resolution re:** Road Maintenance of Unopened Side Roads and Concessions

**Res. No. 10(c)(ii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**WHEREAS** the Council of the Corporation of the Town of Kearney encourages Management to budget in a fiscally responsible manner;

**AND WHEREAS** the Roads Budget is one of the major costs borne by the Kearney ratepayers;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney recognizes that grading of the 12<sup>th</sup> Concession or 25<sup>th</sup> Side Road of the geographic Township of Bethune, now in the Town of Kearney, would unfairly burden the taxpayers of Kearney given that these roads were not included in the road maintenance program prior to, nor after, amalgamation.

**CARRIED**

(d) **Administration**

- (i) **Resolution re:** 2020 Municipal Insurance Policy

**Res. No. 10(d)(i)/10/01/2020 Mike Rickward, Paul Ziraldo**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney authorizes renewal of the 2020 Municipal Insurance Policy with Kennedy Insurance Brokers Inc. / Frank Cowan Company, in the amount of the amended amount, plus applicable taxes.

**CARRIED**

- (ii) **Resolution re:** Cyber Insurance

**Res. No. 10(d)(ii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**WHEREAS** the Council of the Corporation of the Town of Kearney requested Proposals from Insurance Providers for the provision of Cyber Liability & Security Breach Coverage;

**AND WHEREAS** submissions were received from two (2) Insurance Brokers being Beazley Canada and Frank Cowan;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney accepts the Proposal for Cyber Liability & Security Breach Insurance from Beazley Canada in the amount of \$2,850.00.

**CARRIED**

- (iii) **By-law No. 2020 - xx re:** Surplus Lands

**Res. No. 10(d)(iii)/10/01/2020 Mike Rickward, Paul Ziraldo**

**By-law No. 2020-01**, Being a By-law to Declare Lands to be Surplus (Granny White's Farm), be read a first, second and third time and numbered 2020-01 and that the said By-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation and be engrossed in the By-law Book.

**CARRIED**

- (iv) **Report and Resolution re:** Expense Report Policy

**Res. No. 10(d)(iv)/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney adopts the Expense Policy attached hereto, effective January 1, 2020.

**CARRIED**

(e) **Treasury**

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

**Res. No. 10(e)(i)/10/01/2020 Paul Ziraldo, 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 #29416 to #29478 in the total amount of \$179,175.36.

**CARRIED**

(ii) **By-law No. 2020-xx re:** To authorize the levying of Interim Tax Rates

**Res. No. 10(e)(ii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**By-law No. 2020-02**, Being a By-law to Authorize the Levying of Interim Tax Rates, be read a first, second and third time and numbered 2020-02 and that the said By-law be signed by the Mayor and Clerk, sealed with the Seal of the Corporation and be engrossed in the By-law Book.

**CARRIED**

(iii) **Resolution re:** Request for reimbursement of Invoice from Fieldwebster Environmental Consulting

**Res. No. 10(e)(iii)/10/01/2020 Mike Rickward, Paul Ziraldo**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney authorizes payment in the amount of \$509.63 to Kearney Watershed Environmental Foundation with regard to Benthic Evaluation of the Magnetawan River Upstream and Downstream of the Ontario Graphite Ltd. Site with respect to travel and supplies costs invoiced by FIELDWEBSTER ENVIRONMENTAL CONSULTING.

**CARRIED**

(f) **Fire and Emergency Services**

(i) **Report re:** Fire Chief, Fire Department Report for regular Council meeting on January 10, 2020. – **Report only.**

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

(h) **Council Presentations** - Nil

**11. Correspondence**

(a) **Action Items**

(i) **Richard M. Wehby re:** Request to have road graded

**Res. No. 11(a)(i)/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney in accordance with the recommendation of our Operations Manager, determines to NOT provide road grading services as requested by the property owner at Roll No. 4918 020 006 03101 0000.

**CARRIED**

(ii) **Andrew Cole re:** Military Service Recognition Book

**Res. No. 11(a)(ii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney, in accordance with the request from the Ontario Command of the Royal Canadian Legion, shall purchase a support advertisement in the Military Service Recognition Book, in the amount of \$0.00.

**CARRIED**

(iii) **Township of Greater Madawaska re:** Support for Ministers to allow for electronic delegation

**Res. No. 11(a)(iii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**WHEREAS** Council supports lobbying Provincial Ministers to allow for electronic delegation; **AND WHEREAS** Council is of the opinion that it is unjust to have to attend expensive conferences to be able to have a delegation with Ministers or the Premier;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney requests that the Ministers and the Premier offer electronic delegations to small and rural Municipalities that are unable to attend conferences;

**AND FURTHER** that this Resolution be forwarded to the Premier for consideration and to AMO for support.

**CARRIED**

(iv) **City of Woodstock re:** Ban of Single-Use Plastic Handled Shopping Bags

**Res. No. 11(a)(iv)/10/01/2020 Mike Rickward, Paul Ziraldo**

**WHEREAS** Council continues to support the single-use plastic handled shopping bag ban in principle, but defers their decision regarding implementation until the Provincial and/or Federal Governments have announced their decision and plans for a ban;

**AND WHEREAS** Council supports a harmonized ban of single-use plastic shopping bags across the Province of Ontario;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney supports the participation of Staff in consultations with respect to the new producer responsibility model for the Blue Box Program, including discussion solutions with respect to single-use plastic shopping bags;

**AND FURTHER** Council supports a public education campaign that would educate and encourage residents to reduce the use and disposal of single-use plastic shopping bags;

**AND FURTHER** that this Resolution be circulated to the Minister of Environment, Conservation and Parks.

**CARRIED**

(v) **Town of Tecumseh re: 911 Misdials**

**Res. No. 11(a)(iii)/10/01/2020 Paul Ziraldo, Mike Rickward**

**WHEREAS** the calls for service for 911 misdials have risen dramatically in recent years, correlated with the rise in cell phone use;

**AND WHEREAS** 911 misdials must be responded to as if they were legitimate emergency calls;

**AND WHEREAS** each 911 call is responded to with two OPP Officers at an average time per call of 1.2 hours;

**AND WHEREAS** each 911 call is a billable call to the municipality;

**AND WHEREAS** 911 misdials are common across the Province at an estimated cost of millions of dollars;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney supports the request for Municipal, Federal and Provincial Governments and relevant associations, including but not limited to the Ontario Association of Police Services Boards, the Ontario Association of Chiefs of Police, the Federation of Canadian Municipalities and the Association of Municipalities of Ontario, to lobby the telecommunications industry and smart phone manufacturers to develop a solution to 911 misdials. **CARRIED**

(vi) **Shirley Reeds re: By-law to Declare Surplus Lands**

Council stated that they were pleased to see Mrs. Reeds letter and noted that Council's intention is to enhance, not detract from, the public trail system and to ensure that development will be to the benefit of all Kearney residents.

(b) **Information Items** - Nil

12. **Other Business – Nil**

13. **Closed Session**

Council will enter into a Closed Session for discussion regarding:

(a) A proposed or pending acquisition or disposition of land by the municipality or local board.

**Res. No. 13(a)/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Council of the Corporation of the town of Kearney enters into Closed Session in accordance with Section 239, (1), (2), (3) and (3.1) of the Municipal Act, c. 25, S.O. 2001, as amended, at 1:49 p.m. for discussion regarding:

(a) Personal matters about an identifiable individual, including municipal or local board employees **CARRIED**

**Res. No. 13(b)/10/01/2020 Mike Rickward, Paul Ziraldo**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney reconvene in Open Session. Closed Session adjourned at 2:12 p.m. **CARRIED**

14. **Business Arising from Closed Session**

Deputy Mayor Stermsek reported on matters discussed in Closed Session.

15. **Confirming By-Law**

**By-Law 2020-xx** being a By-law to confirm the proceedings of Council at its Special Meeting held on December 13<sup>th</sup>, 2019 and at its Regular Meeting held on January 10<sup>th</sup>, 2020.

**Res. No. 15/10/01/2020 Paul Ziraldo, Mike Rickward**

**By-law No. 2020-03**, Being a By-law to confirm the proceedings of Council at its Special Meeting held on December 13<sup>th</sup>, 2019 and at its Regular Meeting held on January 10<sup>th</sup>, 2020, be read a first, second and third time and numbered 2020-03 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. 16/10/01/2020 Paul Ziraldo, Mike Rickward**

**BE IT RESOLVED** that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 2:14 p.m. to meet again at 1:00 p.m. on January 31<sup>st</sup>, 2020 in the Council Chambers, Kearney, Ontario. **CARRIED**

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Liz Stermsek, Deputy Mayor

\_\_\_\_\_  
Brenda J. Fraser, Clerk

# **MINUTES**

## **PUBLIC COUNCIL MEETING**

**As per *The Municipal Act***

**Held during the Regular Council Meeting**

**on Friday, January 10<sup>th</sup>, 2020**

**1:07 p.m.**

**Regarding: PROPOSED BY-LAW - To Declare Lands to be Surplus (GRANNY WHITE'S FARM)**

**Council Members Present:** Deputy Mayor Liz Stermsek  
Councillors: Cheryl Philip; Mike Rickward and Paul Ziraldo

**Staff Present:** Brenda J. Fraser, CAO | Clerk | Treasurer  
Keven Beaucage, Deputy Clerk - Deputy Treasurer  
Linda Moyer, Planning Technician

**Regrets:** Mayor Carol Ballantyne

### **8. Public Hearings (Pursuant to the *Municipal Act*)**

#### **(a) Proposed By-law re: To Declare Lands to be Surplus (Granny White's Farm)**

Deputy Mayor Stermsek stated that this portion of the Meeting is to hear submissions relating to a proposed By-law to declare the following lands to be surplus. The lands are locally known as Granny Whites Farm and are described as PCL 19227 SEC SS; PT LOT 35 CON 10 PERRY, PT 1 42R5288, except PLAN M475. The Town proposes to retain an area of Hazard Lands abutting the watercourse known locally as Sucker Creek as well as the current trail system or a modified version of the existing recreational trail system.

The Deputy Mayor stated that one written submission has been received. This written submission was circulated to Council and was posted with the Regular Meeting agenda package.

The Deputy Mayor asked if anyone from the public wished to comment on the proposed By-law and if so, to identify themselves for the record. There were no comments.

Deputy Mayor Stermsek asked if Council had any questions. Council had no questions.

The Deputy Mayor asked if there was any other member from the public that wished to comment on the proposed By-law. There were no further comments or questions.

The Deputy Mayor asked if Staff had anything further to add. Staff had nothing further to add.

Deputy Mayor Stermsek stated that this completed the Public input portion of the Council Meeting and declared this Public Meeting closed at 1:09 p.m.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

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Liz Stermsek, Deputy Mayor

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Brenda J. Fraser, Clerk

Kearney Community Centre Committee  
Members Cathy Hale, John Smeets, Jeff Dorothy Apperson, Margaret Ann Hendrop  
Iris Ferguson, Margaret Rose Baker, Matt, Marilyn Mackay. Nov. 19

Minutes Moved by Margaret Rose Baker and 2nd by John Smeets that the minutes be accepted as written. Carried

Treasurer's Report. Moved by Cathy Hale and 2nd by Iris Ferguson that the Treasurer's Report be accepted. Carried.

Business Discussion on purchase of new stove. - cost of replacing stove would be \$1200.00. Letter was sent to Town, re replacing stove.

Hygiene Suggestion that "no styrofoam be included in Rental Agreement."

Open Decorate Thursday, Nov 21, 11:15 AM.

Set-up for Fun Fair Friday, Nov 29.

Margaret Rose Dinner, Nov 22 - 6-7:30

Library - Good for Time

Legion. Meat Draws each month  
Nov 11 - Remembrance Day  
Dec 7 - Breakfast with Party

Dog Fed Meals will be catered.

Lions Delithow - Dec 7 ~~at~~ Legion

Seniors Grant - Reslaw Show - Shuffle Boards, Cabnet.

At Home Xmas Pot Luck Luncheon - Dec 12<sup>th</sup> 2nd  
Xmas Lunch Dec 14 - Silent Auction - 1-4 PM

Ann Ann - Face Painting  
Santa Claus

Meeting Adjourned by Cathy Stone

Next meeting Jan 13 - 1:30

To: The Mayor and Council of the Town of Kearney

From: The KCC Committee

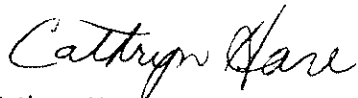
At our meeting on January 13, 2020 the KCC Committee passed a motion to purchase a new propane stove for the big kitchen.

It is our understanding that the old stove will be sold as surplus equipment. The Committee would like to request that any monies generated by the sale of the old stove be used towards the purchase of the new stove.

The KCC Committee does not have sufficient funds at present to purchase the stove (approx cost \$12,000.00) however all other user groups including the town will be approached for donations towards the purchase.

The new stove will have the same configuration as the old stove but will have electronic ignition and a flame failure feature making it safer to operate.

Sincerely

A handwritten signature in black ink that reads "Cathryn Hare". The signature is written in a cursive, flowing style.

Cathryn Hare

Chair



Email: [info@townofkearney.com](mailto:info@townofkearney.com)  
Website: [www.townofkearney.com](http://www.townofkearney.com)  
Phone: 705 636 7752  
Fax: 705 636 0527

P.O. Box 38  
8 Main Street  
Kearney, Ontario  
POA 1M0

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## REPORT TO COUNCIL

TO: Mayor and Council Members

FROM: Brian Horsman CBCO, Chief Building Official

RE: Building Activity Report to December 31, 2019

DATE: January 9, 2020

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**Background:**

1) Total permits processed to December 31, 2019	-----	51
Total permits processed to December 31, 2018	-----	61
2) Category of permits issued:		
New Cottages/Houses	-----	8
New Commercial	-----	1
New Private Garages	-----	9
Misc. Additions/Reno	-----	22
Demolition	-----	11
Pending	-----	1
3) Permit fees generated to December 31, 2019 ---- -- \$79,827.00		
Permit fees generated to December 31, 2018 ---- -- \$70,391.00		
Construction value of permits to December 31, 2019	-----	\$3,028,200.00
Construction value of permits to December 31, 2018	-----	\$4,416,245.00

**Consideration:** Year over year comparison.

**Further Consideration:** Assist in preparation for the Annual Meeting to review permit fee.

**Recommendation:** That Council receive the report from the Chief Building Official.

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8 Main Street, P.O. Box 38 Kearney, ON P0A 1M0  
Telephone: 705 636-7752 Fax: 705 636-0527 Email: [planning@townofkearney.ca](mailto:planning@townofkearney.ca)

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## MEMORANDUM

TO: MAYOR AND COUNCILLORS  
FROM: LINDA MOYER, PLANNING TECHNICIAN  
SUBJECT: CONVEYANCE OF 1 SQ. INCH (TYTLER)  
DATE: JANUARY 31, 2020

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### **RECOMMENDATION:**

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney hereby accepts a conveyance of 1 square inch from Part of Lot 3, Concession 6, within the Town of Kearney (Bethune) described as Part 1, Plan 42R-21333.

### **BACKGROUND:**

Consent Application B-014/19 (SCHAEFER) was approved by the Planning Board on August 28, 2019 to sever and add a parcel of land approximately 11.4 ha. (28.17 ac.) in size from Part of Lots 1, 2 & 3, Concession 6, within the Town of Kearney (Bethune) (114 Peace Valley Drive) to the adjacent property (Part of Block F, Plan M-345, Parts 1 & 2, 42R-17358).

The conditions of approval require that the Planning Board be advised in writing that if required, one square inch has been surveyed and transferred to the municipality from the benefitting lands to ensure that the lands merge in title.

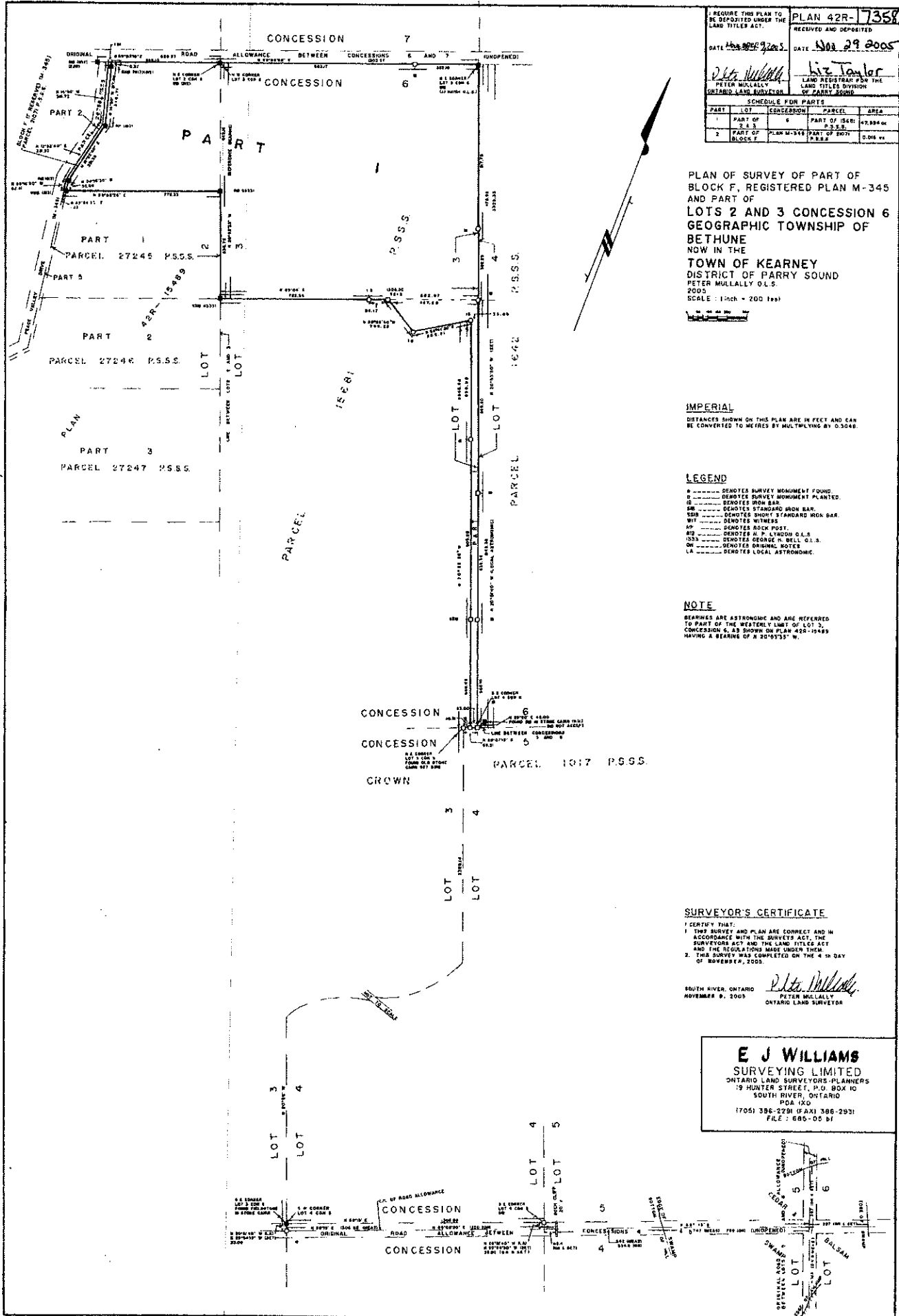
### **COMMENTS/CONSIDERATIONS:**

At the January 10<sup>th</sup> meeting Council reviewed the draft survey. Council had no concerns with the location of the square inch being on the east side of the benefitting lands rather than near the public road.

It is required that a Bylaw be passed by Council to accept the transfer of the lands and to authorize the signing of the transfers.

  
\_\_\_\_\_  
Linda Moyer  
Planning Technician





I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 42R- 7358		
RECEIVED AND DEPOSITED				
DATE: Nov 29 2005	DATE: Nov 29 2005			
Peter Mullally PETER MULLALLY ONTARIO LAND SURVEYOR		Liz Taylor LAND REGISTRAR FOR THE LAND TITLES DIVISION OF PARRY SOUND		
SCHEDULE FOR PARTS				
PART	LOT	CONCESSION	PARCEL	AREA
1	PART OF 2 & 3	6	PART OF 1561	47,888 ac
2	PART OF BLOCK 7	PLAN M-345	PART OF 2607	0.016 ac

PLAN OF SURVEY OF PART OF  
BLOCK F, REGISTERED PLAN M-345  
AND PART OF  
LOTS 2 AND 3 CONCESSION 6  
GEOGRAPHIC TOWNSHIP OF  
BETHUNE  
NOW IN THE  
TOWN OF KEARNEY  
DISTRICT OF PARRY SOUND  
PETER MULLALLY O.L.S.  
2005  
SCALE: 1 inch = 200 feet

**IMPERIAL**  
DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN  
BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

- LEGEND**
- ⊕ DENOTES SURVEY MONUMENT FOUND
  - ⊙ DENOTES SURVEY MONUMENT PLANTED
  - ⊠ DENOTES IRON BAR
  - ⊡ DENOTES STANDARD IRON BAR
  - ⊢ DENOTES SHORT STANDARD IRON BAR
  - WT DENOTES WITNESSES
  - RP DENOTES ROCK POST
  - ⊕ DENOTES W. LINDSON O.L.S.
  - ⊙ DENOTES GEORGE H. BELL O.L.S.
  - ⊕ DENOTES ORIGINAL NOTES
  - LA DENOTES LOCAL ASTRONOMIC

**NOTE**  
BEARINGS ARE ASTRONOMIC AND ARE REFERRED  
TO PART OF THE WESTERN LIMIT OF LOT 5,  
CONCESSION 6, AS SHOWN ON PLAN 42R-1248  
HAVING A BEARING OF N 20°05'35" W.

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN  
ACCORDANCE WITH THE SURVEYS ACT, THE  
SURVEYORS ACT AND THE LAND TITLES ACT  
AND THE REGULATIONS MADE UNDER THEM.  
2. THIS SURVEY WAS COMPLETED ON THE 4<sup>th</sup> DAY  
OF NOVEMBER, 2005.

SOUTH RIVER, ONTARIO  
NOVEMBER 9, 2005  
Peter Mullally  
ONTARIO LAND SURVEYOR

**E J WILLIAMS**  
SURVEYING LIMITED  
ONTARIO LAND SURVEYORS-PLANNERS  
19 HUNTER STREET, P.O. BOX 10  
SOUTH RIVER, ONTARIO  
P0A 1X0  
(705) 386-2291 (FAX) 386-2931  
FILE: 685-05 6f

**THE CORPORATION OF THE TOWN OF KEARNEY**

**BY-LAW NO. 2020-XX**

Being a By-law to accept ownership of a parcel of land located in Part of Lot 3, Concession 6, geographic Township of Bethune, now in the Town of Kearney, District of Parry Sound, described as Part 1, Plan 42R-21333. (TYTLER)

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**WHEREAS** the Conditions of approval for consent application B-014/19 (SCHAEFER) require that 1 square inch of land be transferred from the lands to the municipality;

**AND WHEREAS** the Corporation of the Town of Kearney proposes to accept the said land;

**NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF KEARNEY AS FOLLOWS:**

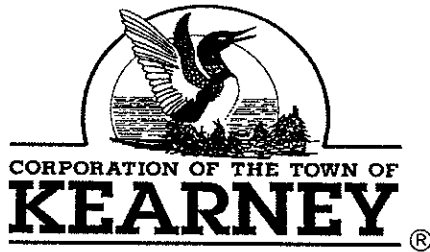
1. That this Municipality hereby accepts the conveyance of the following parcel of land described as part of Lot 3, Concession 6, geographic Township of Bethune, now in the Town of Kearney, being Part 1, Plan 42R-21333.
2. That the Clerk is hereby authorized to execute the Acknowledgment and Direction authorizing the completion of the Electronic Registration of the required Transfer of title of the lands described above.

**THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME, THIS THE 31st DAY OF JANUARY 2020.**

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Carol Ballantyne, Mayor c/s

\_\_\_\_\_  
Brenda Fraser, Clerk



8 Main Street, P.O. Box 38 Kearney, ON P0A 1M0  
Telephone: 705 636-7752 Fax: 705 636-0527 Email: [planning@townofkearney.ca](mailto:planning@townofkearney.ca)

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## MEMORANDUM

TO: MAYOR AND COUNCILLORS

FROM: LINDA MOYER, PLANNING TECHNICIAN

SUBJECT: APPEAL - CONSENT APPLICATIONS B-025/18, B-026/18 & B-027/18 (MEIER)

DATE: JANUARY 31, 2020

### **BACKGROUND:**

Consent Applications B-025/18, B-026/18 & B-027/18 were approved by the Planning Board on December 11, 2019. The applications propose to create three new lots for residential purposes in Part Lots 14 & 15, Concession 6, Parts 4 & 6, Plan 42R-11933, in the Township of Proudfoot.

Concerns by members of the public relating to surface water/runoff/drainage; safety re: sight line deficiencies for lot accesses; environmental impact; suitability of the proposed development; and loss of enjoyment/impact to property value were received by the Planning Board and the Town.

Comment received from The North Bay-Mattawa Conservation Authority indicated that there is sufficient room on each of the parcels to accommodate an initial and replacement Class 4 sewage disposal system.

A report prepared by Dan Duke of Duke Engineering was submitted by the applicant's planner. The report addressed drainage on the lands and provided information regarding the site distances for the proposed driveway locations.

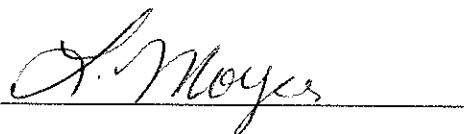
In response to the safety concerns, the Town reduced the speed limit on Chetwynd Road from 80 km/hr to 60 km/hr and requested that the Town's engineer provide a report addressing safety as a result of the reduced speed limit.

The report from the Town's engineer, Tulloch Engineering, found that the sight lines meet the design requirements in the MTO's Geometric Design Guidelines and noted that vegetation conditions at the time of inspection will need to be maintained in equally clear or better conditions for the conclusion to remain valid.

**COMMENTS/CONSIDERATIONS:**

On January 6, 2020 a notice of appeal was received by the Planning Board. The appeal states that the Planning Board's conditions of approval are inadequate; that the driveway locations should be included in the approval as per the applicant's engineer's drawings; and that the Town should undertake registered on title brushing agreements with the current and future landowners.

Correspondence was received from the Planning Board on January 23, 2020 notifying the Town that the Planning Board has decided to use dispute resolution techniques in an attempt to resolve the outstanding issues relating to the applications for consent. The Board has invited the Town to participate in the process and has suggested that a meeting of all parties take place at their next regular meeting on February 26<sup>th</sup> at 7:00 p.m.

A handwritten signature in cursive script, appearing to read "L. Moyer", is written over a horizontal line.

Linda Moyer  
Planning Technician



Environment and Land Tribunals Ontario  
**Local Planning Appeal Tribunal**  
 655 Bay Street, Suite 1500  
 Toronto ON M5G 1E5  
 Telephone: 416-212-6349  
 Toll Free: 1-866-448-2248  
 Website: [www.eito.gov.on.ca](http://www.eito.gov.on.ca)

# Appellant Form (A1)

Receipt Number (LPAT Office Use Only)

Date Stamp Appeal Received by Municipality/Approval Authority

JAN 06 2020

**To file an appeal, select one or more below**

- Appeal of *Planning Act* matters for Official Plans and amendments, Zoning By-Laws and amendments and Plans of Subdivision, Interim Control By-laws, Site Plans, Minor Variances, Consents and Severances, proceed to Section 1A
- Second appeal of a *Planning Act* matter for Official Plans and amendments, Zoning By-Laws and amendments, proceed to Section 1B. NOTE: Bill 139, *Building Better Communities and Conserving Watersheds Act, 2017*, allows appeals to the Tribunal of some *Planning Act* matters previously determined by LPAT.
- Appeals of other matters, including Development Charges, *Education Act*, *Aggregate Resources Act*, *Municipal Act* and Ontario Heritage, proceed to Section 1C

**1 A. Appeal Type (Please check all applicable boxes)**

Subject of Appeal	Type of Appeal	Reference (Section)
<b>Planning Act Matters</b>		
<b>Official Plan or Official Plan Amendment</b>	<input type="checkbox"/> Appeal a decision by local council that adopted an OP or OPA (exempt from approval by Minister or Approval Authority)	17(24)
	<input type="checkbox"/> Appeal a decision of an Approval Authority that approved or did not approve all or part of a plan or amendment	17(36)
	<input type="checkbox"/> Approval Authority failed to make a decision on the plan within 120 days	17(40)
	<input type="checkbox"/> Council failed to adopt the requested amendment within 120 days	22(7)
	<input type="checkbox"/> Council refuses to adopt the requested amendment	22(7)
<b>Zoning By-law or Zoning By-law Amendment</b>	<input type="checkbox"/> Appeal the passing of a Zoning By-law	34(19)
	<input type="checkbox"/> Application for an amendment to the Zoning By-law – failed to make a decision on the application within 90 days	34(11)
	<input type="checkbox"/> Application for an amendment to the Zoning By-law – failed to make a decision within 120 days where the application is associated with an Official Plan Amendment	
	<input type="checkbox"/> Application for an amendment to the Zoning By-law – refused by the municipality	
<b>Interim Control Zoning By-law</b>	<input type="checkbox"/> Appeal the passing of an Interim Control By-law within 60 days (Minister only)	38(4)
	<input type="checkbox"/> Appeal the passing of an extension of an Interim Control By-law within 60 days	38(4.1)
<b>Site Plan</b>	<input type="checkbox"/> Application for a site plan – council failed to make a decision within 30 days	41(12)

Subject of Appeal	Type of Appeal	Reference (Section)
	<input type="checkbox"/> Appeal requirements imposed by the municipality or upper tier municipality	41(12.01)
Minor Variance	<input type="checkbox"/> Appeal a decision of the Committee of Adjustment that approved or refused the application	45(12)
Consent/Severance	<input checked="" type="checkbox"/> Appeal a decision that approved or refused the application	53(19)
	<input checked="" type="checkbox"/> Appeal conditions imposed	
	<input type="checkbox"/> Appeal changed conditions	53(27)
	<input type="checkbox"/> Application for consent – Approval Authority failed to make a decision on the application within 90 days	53(14)
Plan of Subdivision	<input type="checkbox"/> Application for a plan of subdivision – Approval Authority failed to make a decision on the plan within 120 days	51(34)
	<input type="checkbox"/> Appeal a decision of an Approval Authority that approved a plan of subdivision	51(39)
	<input type="checkbox"/> Appeal a decision of an Approval Authority that did not approve a plan of subdivision	
	<input type="checkbox"/> Appeal a lapsing provision imposed by an Approval Authority	
	<input type="checkbox"/> Appeal conditions imposed by an Approval Authority	
	<input type="checkbox"/> Appeal conditions - after expiry of 20 day appeal period but before final approval (only applicant or public body may appeal)	51(43)
	<input type="checkbox"/> Appeal changed conditions	51(48)

**1 B. Appeal Type (Please check all applicable boxes) Only for appeal(s) of a new decision or non-decision by municipality or Approval Authority following a previous LPAT Decision (i.e., second appeal).**

**For matters subject to Bill 139 and the associated transition regulation (the second appeal).**

Subject of Appeal	Type of Appeal	Reference (Section)
<b>Planning Act Matters</b>		
Official Plan or Official Plan Amendment	<input type="checkbox"/> Appeal of a <b>decision</b> by Approval Authority on an OP or OPA (exempt from approval by Minister or Approval Authority) following a LPAT decision	17(24) and 17(49.6)
	<input type="checkbox"/> Appeal of a <b>decision</b> by Council or Approval Authority on an OP or OPA following a LPAT decision	17(36) and 17(49.6)
	<input type="checkbox"/> Appeal of a <b>refusal</b> within 90 days by Council following a LPAT decision	22(7) and 22(11.0.12)
	<input type="checkbox"/> Appeal of a <b>non-decision</b> within 90 days by Council following a LPAT decision	
Zoning By-law or Zoning By-law Amendment	<input type="checkbox"/> Appeal of a <b>refusal</b> within 90 days by Council following a LPAT decision	34(11) and 34(26.5)
	<input type="checkbox"/> Appeal of a <b>non-decision</b> within 90 days by Council following a LPAT decision	
	<input type="checkbox"/> Appeal of a <b>decision</b> by Council following a LPAT decision	34(19) and 34(26.5)

**1 C. Other Appeal Types (Please check all applicable boxes)**

Subject of Appeal	Type of Appeal	Reference (Section)
<b>Development Charges Act Matters</b>		
<b>Development Charge By-law</b>	<input type="checkbox"/> Appeal a Development Charge By-law	14
	<input type="checkbox"/> Appeal an amendment to a Development Charge By-law	19(1)
<b>Development Charge Complaint</b>	<input type="checkbox"/> Appeal municipality's decision regarding a complaint	22(1)
	<input type="checkbox"/> Failed to make a decision on the complaint within 60 days	22(2)
<b>Front-ending Agreement</b>	<input type="checkbox"/> Objection to a front-ending agreement	47
	<input type="checkbox"/> Objection to an amendment to a front-ending agreement	50
<b>Education Act Matters</b>		
<b>Education Development Charge By-law</b>	<input type="checkbox"/> Appeal an Education Development Charge By-law	257.65
	<input type="checkbox"/> Appeal an amendment to an Education Development Charge By-law	257.74(1)
<b>Education Development Charge Complaint</b>	<input type="checkbox"/> Appeal approval authority's decision regarding a complaint	257.87(1)
	<input type="checkbox"/> Failed to make a decision on the complaint within 60 days	257.87(2)
<b>Aggregate Resources Act Matters</b>		
<b>Aggregate Removal Licence</b>	<input type="checkbox"/> One or more objections against an application for a 'Class A' aggregate removal licence	11(5)
	<input type="checkbox"/> One or more objections against an application for a 'Class B' aggregate removal licence	
	<input type="checkbox"/> Application for a 'Class A' licence – refused by Minister	11(11)
	<input type="checkbox"/> Application for a 'Class B' licence – refused by Minister	
	<input type="checkbox"/> Changes to conditions to a licence	13(6)
	<input type="checkbox"/> Amendment of site plans	16(8)
	<input type="checkbox"/> Minister proposes to transfer the licence – applicant does not have licensee's consent	18(5)
	<input type="checkbox"/> Minister proposes to refuse transfer of licence – applicant is licensee or has licensee's consent to transfer	
	<input type="checkbox"/> Minister proposes to refuse transfer of licence – applicant does not have licensee's consent to transfer	
	<input type="checkbox"/> Revocation of licence	20(4)
<b>Municipal Act Matters</b>		
<b>Ward Boundary By-law</b>	<input type="checkbox"/> Appeal the passing of a by-law to divide the municipality into wards	222(4)
	<input type="checkbox"/> Appeal the passing of a by-law to redivide the municipality into wards	

Subject of Appeal	Type of Appeal	Reference (Section)
	<input type="checkbox"/> Appeal the passing of a by-law to dissolve the existing wards	
<b>Ontario Heritage Act Matters</b>		
<b>Designation of Property</b>	<input type="checkbox"/> Appeal a Notice of intention to designate property	29(11)
	<input type="checkbox"/> Appeal of an amendment to a by-law designating property	30.1(10)
	<input type="checkbox"/> Appeal a Notice of Intention to repeal a designating by-law or part of a designating by-law	31(9)
	<input type="checkbox"/> Appeal a council's decision to approve or refuse the repealing of a designating by-law or part of a designating by-law	32(7)/32(8)
	<input type="checkbox"/> Appeal council's decision to alter a heritage designated property	33(9)
<b>Heritage Conservation District</b>	<input type="checkbox"/> Appeal the passing of a by-law designating a heritage conservation study area	40.1(4)
	<input type="checkbox"/> Appeal the passing of a by-law designating a heritage conservation district	41(4)
<b>Other Act Matters</b>		
Subject of Appeal	Act/Legislation Name	Section Number

## 2. Location Information

Address and/or Legal Description of property subject to the appeal  
Pt. lots 14 & 15, Concession 6, Parts 4 & 6, 42R-11933

Municipality  
Town of Kearney (Proudfoot)

Upper Tier (Example: county, district, region)  
District of Parry Sound

## 3. Appellant/Objector Information

**Note:** You must notify the LPAT of any change of address or telephone number in writing. Please quote your LPAT Case/File Number(s) after they have been assigned.

Last Name  
Milton & Chafey

First Name  
Charlene & Sue

Company Name or Association Name (Association must be incorporated – include copy of letter of incorporation)

Email Address  
cmilton@eckler.ca

Daytime Telephone Number  
416-568-5035

ext.

Alternate Telephone Number  
705-513-2152

### Mailing Address

Unit Number	Street Number 178	Street Name Virginia Blvd	PO Box
City/Town Sutton West	Province ON	Country Canada	Postal Code L0E1R0

#### 4. Representative Information

I hereby authorize the named company and/or individual(s) to represent me

Last Name

First Name

Company Name

Professional Title

Email Address

Daytime Telephone Number

ext.

Alternate Telephone Number

#### Mailing Address

Unit Number

Street Number

Street Name

PO Box

City/Town

Province

Country

Postal Code

**Note:** If you are representing the appellant and are not licensed under the *Law Society Act*, please confirm that you have written authorization, as required by the LPAT's Rules of Practice and Procedure, to act on behalf of the appellant. Please confirm this by checking the box below.

I certify that I have written authorization from the appellant to act as a representative with respect to this appeal on his or her behalf and I understand that I may be asked to produce this authorization at any time.

#### 5. Appeal Reasons

Municipal Reference Number(s)

Southeast Parry Sound District Planning Board Ref # B-025/18, B-026/18, B-027/18

For all appeal types, please outline the nature of the appeal and the reasons for your appeal.

Conditions of approval are inadequate. 1. The Planning Board approval should include driveway locations as per the applicant's engineer's drawings. 2. Brushing requirements on private lands need to be done as per experts' recommendations. We have made numerous written and verbal requests to the town to base their approval on the respective parties' experts' findings and opinions regarding safety. These requests have been disregarded. We are simply asking that the driveway locations be formalized in their safest locations (per applicant's engineer's drawings) and that the Town undertake registered-on title brushing agreements which will apply to current & future landowners. This will permit the town's own expert's findings to remain valid and will provide the safest outcome for all.

For appeals of Official Plans, Official Plan Amendments, Zoning By-laws and Zoning By-law Amendments, please indicate if you intend on arguing one or more of the following:

A: A decision of a Council or Approval Authority is:

- Inconsistent with the Provincial Policy Statement, issued under subsection 3(1) of the *Planning Act*
- Fails to conform with or conflicts with a provincial plan
- Fails to conform with an applicable Official Plan

**And**

B: For a non-decision or decision to refuse by council:

- Consistency with the provincial policy statement, issued under subsection 3(1) of the *Planning Act*
- Conformity with a provincial plan
- Conformity with the upper-tier municipality's Official Plan or an applicable Official Plan

If you intend on arguing on one or more of the above throughout a proceeding, please explain:

**Oral/written submissions to council**

If applicable, did you make your opinions regarding this matter known to council?

Oral submissions at a public meeting of council

Written submissions to council

**6. Related Matters**

Are there other appeals not yet filed with the Municipality?

Yes  No

Are there other matters related to this appeal? (For example: A consent application connected to a variance application)

Yes  No

If yes, please provide LPAT Case Number(s) and/or Municipal File Number(s)

**7. Mediation**

Mediation is a confidential process in which the parties to an appeal talk about their differences and, with the facilitative assistance of an impartial individual, a mediator, negotiate a consensual resolution of the appeal. Unless the Tribunal determines that there is a good reason for not addressing the appeal with mediation, all parties shall presume that their differences will first be addressed through a mediation directed by the Tribunal. As such, parties shall act and prepare accordingly, meaning good faith negotiation and collaboration are a priority and are expected by the Tribunal.

I have read and understand the above statement.

**8. Witness Information**

Detail the nature and/or expertise of witnesses you will have available.

Wayne Simpson, Principal Planner, Wayne Simpson & Associates

**For all other appeal types :**

Describe expert witness(es)' area of expertise (For example: land use planner, architect, engineer, etc.).

Land Use Planner

**9. Required Fee**

Total Fee Submitted \$ 350

Payment Method ▶  Certified cheque  Money Order  Lawyer's general or trust account cheque

**10. Declaration**

I solemnly declare that all of the statements and the information provided, as well as any supporting documents are true, correct and complete.

Name of Appellant/Representative	Signature of Appellant/Representative	Date (yyyy/mm/dd)
Charlene Milton & Sue Chafev		2020/01/02

Personal information or documentation requested on this form is collected under the provisions of the *Planning Act*, R.S.O. 1990 c. P. 13 and the *Local Planning Appeal Tribunal Act*. After an appeal is filed, all information relating to this appeal may become available to the public.

**SOUTHEAST PARRY SOUND DISTRICT  
PLANNING BOARD**

8 Main Street, P.O. Box 310  
Kearney, ON P0A 1M0

Tel: 705-636-7069 Email: [sepsdpb@gmail.com](mailto:sepsdpb@gmail.com)

January 23, 2020

Ms. Brenda Fraser  
CAO/Clerk/Treasurer  
Town of Kearney  
8 Main Street, P.O. Box 38  
Kearney, ON P0A 1M0

Via email: [brenda.fraser@townofkearney.ca](mailto:brenda.fraser@townofkearney.ca)

Dear Ms. Fraser:

Re: Consent Application(s) – **B-025/18, B-026/18 & B-027/18 (MEIER)**  
Pt. Lots 14 & 15, Concession 6, Town of Kearney (Proudfoot)

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Pursuant to Subsection 53 (27.2) of the Planning Act please be notified that the Southeast Parry Sound District Planning Board has decided to use dispute resolution techniques in an attempt to resolve the outstanding issues relating to the above noted applications for consent.

The Town of Kearney is invited to participate in this dispute resolution process. The Board would like to coordinate a meeting of the parties to further discuss and address the concerns. If it is suitable for all parties, it is proposed that that this meeting take place at the next regular meeting of the Planning Board on February 26<sup>th</sup> at 7:00 p.m. in the Town of Kearney. Please confirm with the Board that you are willing to participate in this process and whether the proposed meeting date is acceptable.

Should you have any questions please feel free to contact me.

Yours truly,

Linda Moyer  
Secretary-Treasurer

Attach.



# THE CORPORATION OF THE TOWN OF KEARNEY

## STAFF REPORT

TO: Mayor and Council  
FROM: Ross Gattozzi, Operations Manager  
SUBJECT: Kallio Road Transfer Station  
DATE: January 31, 2020

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### Recommendation:

**WHEREAS** the Council of the Corporation of the Town of Kearney encourages staff and management to budget in a fiscally responsible manner;

**AND WHEREAS** efficiencies can be found through better management of resources;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney recognizes that adjusting the Winter Operation of the Transfer Stations will aid in reducing costs for waste management and public works;

**AND FURTHER** opts to close the Kallio Road Transfer Station for the remainder of the 2020 winter season, from February 12, 2020 until May 15, 2020, and for subsequent winters during the plowing/sanding season (November - May)

### Background

The Town operates 2 Transfer Station sites, the King William Street or Town site and the Kallio Road or Sand Lake site. The Kallio/Sand Lake site is operated on land leased from the MNR, and while we do not wish to formally “close” this site, closing it during winter months would be beneficial for several reasons.

### Considerations

- The Kallio Road Transfer Station sees a drastic drop in patrons during the months of November, December, January, February, March and April when seasonal residents are not here (e.g., typical winter day of 4 patrons, typical summer day of 75)
- Keeping the Transfer Stations clear of snow adds approximately 30 minutes per cycle to the driver’s route. If the transfer station is opened during a snow storm, this means the plow/sander must also work “around” patrons of the transfer station, increasing risks for plow/sander operators, the attendant and patrons.
- In order to get maximum efficiency from the garbage, construction and metal bins, the loader is used to “compact” or crush bin contents on a regular basis. This is a two-hour round-trip exercise for the loader/backhoe which is also the main means of loading sanders for road maintenance. In order to complete the bin compacting, it means either the road maintenance schedule must be held up, or the bin compacting can only be completed during non-road maintenance times (i.e. weather dependant)
- Bins can be packed more frequently, with less time utilized, if bins are ONLY at King William Site, saving wear and tear on equipment, fuel, time and cost of emptying (more tightly packed).
- The cost of emptying the bins also more expensive at Kallio vs King William, due to the distance from the landfill site (Rain Lake) and the recycling depot (Bracebridge)
- Safety of the drivers/equipment that empty the bins is also a factor. Attempting to take an empty truck/bin up Kallio hill during a snow/ice event can be treacherous and trying to bring a loaded truck/bin down Kallio hill can also be dangerous. This would decrease risks for both the Town and our service providers.
- The Transfer Station Attendant would not need to be paid mileage and would also actually be able to have a lunch break, as he would not be travelling from site to site. Washroom

facilities are also available at the King William site (PW Garage) while Sand Lake offers only the outhouse (Cold!!)

- After 2 pm, many cottagers attempt to visit the King William site, and drop garbage off along King William Street, at the shop, and in PW vehicles.

Respectfully submitted by:

*Ross Gattozzi*



**THE CORPORATION OF THE TOWN OF KEARNEY**

**By-law No. 2020 -**

---

**Being a By-law to authorize the signing of an Agreement between  
The Corporation of the Town of Kearney and the Kearney Seniors Active Living Centre  
for purposes pertaining to the Use of the Seniors Active Living Centre  
also referred to as the Seniors Room**

---

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

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

**AND WHEREAS** The Corporation of the Town of Kearney deems it necessary to enter into an Agreement to define the terms and conditions to which the parties have agreed;

**AND WHEREAS** the said Agreement is consistent with the Minutes of 1989 and 1990 pertaining to the establishment of the Elderly Persons Centre, now referred to as the Kearney Seniors Active Living Centre;

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

1. That the Agreement attached hereto as Schedule "A" between the Kearney Seniors Active Living Centre and the Corporation of the Town of Kearney be entered into by the Municipality.
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the Agreement.
3. That all By-laws and parts of By-laws inconsistent with the provisions of this By-law are hereby repealed.

**READ A FIRST and SECOND TIME**, this 31<sup>st</sup> day of January, 2020.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Carol Ballantyne, *Mayor*

\_\_\_\_\_  
Brenda J. Fraser, *Clerk*

**READ A THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Carol Ballantyne, *Mayor*

\_\_\_\_\_  
Brenda J. Fraser, *Clerk*



## Kearney Elderly Persons Centre Agreement

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**BETWEEN:**

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

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

**- AND -**

**Kearney Seniors Active Living Centre (the "Seniors")**

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

**WHEREAS** the *Seniors Active Living Centres Act, S.O. 2017, CHAPTER 11*, Schedule 6, provides for the operation of a program established to promote active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services;

**AND WHEREAS** The Corporation of the Town of Kearney on the seventh day of November, 1986, passed By-law No. 615, being a By-law to establish and operate an Elderly Person's Centre in the Town of Kearney;

**AND WHEREAS** the Town and the Seniors' have a desire to enter into an Agreement for the operation of the Kearney Seniors Active Living Centre (also known as The Seniors' Lounge);

**AND WHEREAS** The Seniors' Lounge is located within the premises of the Kearney Community Centre at 8 Main Street, Kearney, Ontario.

**NOW THEREFORE**, the parties agree as follows:

**1. Acknowledgement**

- 1.1 The parties acknowledge that the room commonly known as The Seniors' Lounge is owned by the Corporation of the Town of Kearney.
- 1.2 The Council of the Town of Kearney acknowledges that the Seniors' have priority for booking the Seniors' Lounge. The Seniors acknowledge that the use of the Lounge may be required for other purposes such as quasi-judicial, administrative tribunals and emergency situations and such situations may supersede use by the Seniors and other user groups.
- 1.3 The Parties acknowledge that the Seniors' have the right to approve rental of The Seniors' Lounge by other user groups and that use of the lounge by both the Seniors' and Town is based upon mutual consent.

**2. Communication**

- 2.1 The parties shall endeavor to maintain communications.
- 2.2 The parties agree to meet annually, during the month of November, to review matters involving the Kearney Seniors' Lounge also now referred to as the Kearney Seniors Active Living Centre.

**3. Operating Cost Sharing**

- 3.1 In accordance with the original agreement with the Ministry, operating costs will be shared by the Ministry (50%), the Seniors' (30%) and the Town (20%).
- 3.2 Shared operating costs include, but are not limited to: cleaning, fire protection, insurance, supplies, propane, hydro, water testing, repairs and maintenance.
- 3.3 Should the Seniors' be unable to pay their 30% portion, the cost will be absorbed by the Town.
- 3.4 A copy of the Auditors Report with respect to the allocation of the costs of the Senior's Lounge shall be provided to the Seniors' on an annual basis.

**4. Usage of Room**

- 4.1 The Seniors' Room, when not in use, shall be locked at all times.

- 4.2 Opening and closing of the Seniors' Lounge shall be the responsibility of the designated Town employee. The Seniors' shall be provided with two keys to the lounge for their use.
- 4.3 Access may be provided on statutory holidays subject to availability of the facility staff and providing that the users cover the staff cost.
- 4.4 Unscheduled use of The Seniors' Lounge by the Seniors' group during regular Municipal Office hours, is permissible, subject to existing bookings. The Town shall require forty-eight (48) hours' notice for 'after hours use' of the room in order to arrange for Staff coverage.
- 4.5 The Seniors' Executive Board shall provide a list of approved rent-free user groups to the Town Municipal Office to be referenced by the Town when accepting bookings.
- 4.6 When a significant rearrangement of the contents of the Seniors Room is requested, a meeting between the Seniors Executive, the Towns Facilities Manager and the requesting party shall occur. The decision reached during this consultation, shall be given in writing to all parties.

**5. Event Scheduling**

- 5.1 Following each monthly meeting of the Seniors' Group, the Seniors' Executive Board shall provide an activity list to the Town Office, setting out the dates and times The Seniors' Lounge will be occupied by the Kearney Senior Citizens.
- 5.2 All bookings for The Seniors' Lounge shall be made through the Town Office.
- 5.3 The Town shall provide a monthly 'Schedule of Events' calendar of the Kearney Community Centre Bookings, prior to the beginning of each month.

**6. Room Rental Fees**

- 6.1 Rental fees shall be reviewed by both parties annually or as required. Such review shall include notification to the other party prior to a new fee schedule being presented to the Town Council for approval.
- 6.2 Fees shall be collected by the Town Office.
- 6.3 Fees collected for rental of The Seniors' Lounge shall be applied to the Seniors' thirty (30%) per cent share of the operating costs of The Seniors' Lounge.
- 6.4 Surplus fees shall be credited to the Seniors'.
- 6.5 When a member of the Seniors' group books The Seniors' Lounge AND the Seniors' catering services, the rental fee for The Seniors' Lounge shall be waived. In all other cases, regular rental fees apply.

**7. Insurance**

- 7.1 Liability Insurance in accordance with the Occupiers' Liability Act is provided through the Town Policy.
- 7.2 Additional Liability Insurance may be purchased by the Seniors' Group to cover their activities.

**8. Funding**

- 8.1 All Grants through the Ministry of Seniors and Accessibility, for the Kearney Seniors Active Living Centre, shall be administered by the Town in consultation with the Seniors'.
- 8.2 All other Grant initiatives sought by the Seniors' Group shall be exclusive of the Town.
- 8.3 The Seniors', by Resolution, may approach Council to request support of their grant initiative(s).

**IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

SIGNED, SEALED AND DELIVERED	)	<b>THE CORPORATION OF THE TOWN OF KEARNEY</b>
this ____ day of _____, 2020	)	as represented by:
	)	
	)	_____
	)	Carol Ballantyne, Mayor
	)	
	)	_____
	)	Brenda J. Fraser, Clerk

SIGNED, SEALED AND DELIVERED	)	<b>Kearney Senior Citizen's Club 274</b>
this ____ day of _____, 2020	)	as represented by:
	)	
	)	_____
	)	Cathy Hare, President
	)	
	)	_____
	)	, Vice-President



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

## Contact Information

Name .....

Group / Organization .....

Address ..... Mailing Address (if different) .....

.....

.....

.....

Main Contact Number .....

Alternate Phone Number .....

E-mail Address .....

## Event Details – NO STYROFOAM PERMITTED – NO PLASTIC STRAWS PERMITTED

Date of Event ..... No. of People expected .....

Event Start Time ..... Event End Time ..... Access Time to Building .....

Event name and description of activities .....

.....

.....

Approximate set-up time ..... Approximate take-down time .....

Nature of Event .....  
(Charitable, fundraising, private, profitable, etc.)

## Accommodation Required

- HALL – GYMNASIUM with KITCHEN / BAR (FOR BANQUET, WEDDING OR OTHER LARGE GROUP AFFAIR)
- HALL – GYMNASIUM without KITCHEN / BAR (FOR ALL OTHER EVENTS)
- SENIORS ROOM
- SOCAN  music without dancing  music with dancing
- Music provider is LICENSED with SOCAN  YES  NO
- Copy of LICENSE  Attached  Provided by event date
- ALCOHOL to be SERVED  NO  YES  Special Occasions Permit attached
- Insurance attached
- NORTH BAY PARRY SOUND DISTRICT Health Unit - APPLICATION AND NOTIFICATION FOR COMMUNITY EVENTS AND FARMERS MARKETS ATTACHED



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

## RULES AND REGULATIONS

1. The Renter shall be responsible for providing a set-up Floor Plan (Schedule 'D') with this Agreement.
2. The Renter shall be responsible for the conduct and supervision of all persons admitted to the Kearney Community Centre and grounds and shall ensure that all regulations contained in this document are strictly adhered to. Unruly behavior will not be tolerated and could result in suspension of use.
3. All exits must be kept free from obstruction in case of FIRE.
4. No furnishing, dishes or other equipment may be used except as outlined in the Rental Agreement, unless Schedule 'B' for rental items has been approved.
5. Activities must be confined to the Facility, times and dates as stated on this Rental Agreement.
6. Equipment, scenery or decorations may be fixed to walls, floors or ceiling with approval from the Facilities Manager.
7. The Renter is responsible for leaving the facility in the condition that it was found and is responsible for any loss or damage to the Facility or its contents.
8. Smoking is NOT permitted, by By-law of the Town of Kearney.
9. **STYROFOAM and PLASTIC STRAWS are NOT PERMITTED!**
10. When alcohol is to be served, a Special Occasion Permit must be obtained and posted on the Bar bulletin board. A copy of the Special Occasion Permit will be provided to the Facility Manager prior to the event ~ NO EXCEPTIONS!  
The Sponsor/Organizer is responsible for meeting the regulations stipulated on the back of the Special Occasion Permit Application Form. If there is any breach of the conditions of the Special Occasion Permit, the Bar will be closed immediately and not re-opened. The Bar must be opened and closed according to the times stated on the Permit. **There will be no last call.** All unused alcoholic beverages must be picked up and removed by the Applicant at the end of the event. The sponsor/organization shall ensure that the number of persons attending the event does not exceed the capacity stated on the Special Occasion Permit. The Hall capacity is 290 persons. The Senior's Room capacity is 60 persons.
11. The Bar must be attended by two (2) Bartenders at all times. The Renter may provide his/her own Bartenders. All Bartenders shall have their 'Smart Serve Certificate'. The Renter is responsible for supplying their own cups and tickets.
12. Special Event Insurance is required if alcohol is being served.
13. All payments are to be made to the Town of Kearney, at the Municipal Office, on or before the last business day prior to the event. Payment shall be made by cash, cheque or money order, only.
14. The Renter is responsible for any cancellations within 14 days of the date of the event or the security deposit will be forfeited.

## TERMS AND CONDITIONS

1. The Applicant(s) warrant(s) that the information provided on the reverse side of this form is true and complete.
2. In consideration of the rental charge set forth, the Owner grants to the Applicant the use of the facility or facilities indicated (herein after referred to as the "Facility") for the event indicated (herein referred to as the "Event") on the dates and at the times set forth.
3. The applicant further covenants and agrees to use the Facility for the purpose of said permitted use and for no other purpose whatsoever.
4. The Applicant acknowledges and agrees that it is the Applicant's responsibility to ensure the safety and security of all persons and equipment that is, in any way, engaged or involved in the event.
5. The Owner shall have exclusive control over all food and refreshment concessions. The applicant shall not sell or distribute any food, beverage, goods or merchandise whatsoever or provide any services whatsoever at the rented facility save and except as per this Agreement.
6. The Applicant covenants and agrees to comply with all federal, provincial and municipal laws, rules, regulations, by-laws and any other requirements governing the Applicant's conducting of the event and with respect to the Applicant's use of the facility generally and the Applicant hereby saves the Owner harmless from and indemnifies the Owner against any and all damages, charges, actions, costs, etc. and from any liability for same arising from the applicant's failure to do so.
7. The applicant covenants and agrees to indemnify and save harmless the Owner, it's officers, employees, servants and agents from and against any and all claims, actions, suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with the Applicant's occupation or use of the Facility.
8. Without limiting the generality of Clause # 7, the Applicant agrees to be responsible for any personal injury, property damage, loss or theft arising out of the event and Applicant's use of the facility.
9. The Applicant further covenants and agrees to provide and maintain comprehensive general liability insurance, with respect to the Event and the use of the Facility, naming the Town of Kearney as an additional insured, and to provide a certificate evidencing same at least 5 days prior to the commencement of the event. Without limiting the generality of the foregoing, such general liability insurance shall contain provisions for cross-liability severability of interest and no cancellation without the consent of the Town.
10. The Applicant waives any and all claims against the Owner for compensation and for any and all losses or damages arising out of any action taken by any public authority, or by reason of any strike, labour dispute, accident, failure of equipment or utility service and such interferences with the operation of the Facility shall not relieve the applicant from any of its' obligations under this agreement.
11. The Applicant further covenants and agrees to conduct the event in a manner satisfactory to the Manager of the Facility and to comply with all lawful instructions of the said Manager and all rules and regulations respecting the use and occupation of the Facility.
12. The Applicant covenants and agrees that any sales, good and services and like taxes applicable to the use of the Facility, imposed by any Provincial or Federal authority shall be paid by the Applicant and the Town may add such taxes to the amount required to be paid.
13. This agreement may not be assigned by the Applicant and the Applicant may not sub-let the Facility in whole or in part without the prior written consent of the Town, which Consent may be arbitrarily withheld.
14. The Applicant covenants and agrees to reimburse the Town for any damage caused to the said Facility or any of the Town's equipment therein located.
15. The Applicant covenants and agrees that no alcoholic beverages will be provided or sold at the Event without the express written permission of the Town which permission shall not constitute the waiver of any of the terms and conditions contained herein. If alcoholic beverages are to be provided or sold, the applicant shall obtain the appropriate liquor license, and shall provide a copy thereof to the Town at least 5 days prior to the Event. The Applicant shall uphold those portions of the Municipal Alcohol Policy which are applicable to the Event.
16. Without limiting the generality of the foregoing the applicant agrees to comply with any additional provisions listed herein.





## KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

### Schedule 'A' Rental Charges

<b>Gymnasium</b>	Weddings and other large group affairs	\$420.00
<b>Kitchen and Bar</b>	Includes: Before event – ½ day during business hours Event day – in accordance with completed Rental Agreement Clean-up – until noon the following day <i>Extra hours subject to additional charges.</i>	
<b>Gymnasium</b>	All other events, per 3 hour rental for all purposes	\$ 75.00
	Each additional hour, or part thereof	\$ 25.00
<b>Bar Area &amp; Kitchen</b>	Per 4 hour rental, or part thereof	\$100.00
	Each additional hour, or part thereof	\$ 25.00
<b>Senior's Room</b>	Rental (based on 3 hours or part thereof)	\$ 75.00
	Each additional hour, or part thereof	\$ 25.00
<b>Kitchen</b>	Per hour, or part thereof	\$ 25.00

**Payment** Full payment due on or before the last business day prior to the event

**Security / Cleaning Deposit\*\*** 50% of Rental Fee at Booking  
Cleaning Deposit will be kept and be payable to the Town, if the premises are not cleared of all food items, tables cleared, kitchen tidied to original state at time of rental. Tables and chairs will be managed by the Facilities Manager.

<b>SOCAN</b>	With dancing	\$ 59.17
<b>(Music Fee)</b>	Without dancing	\$ 29.56

**Equipment Amenity Items** Schedule 'B'

#### RENTAL CHARGES WAIVED TO THE FOLLOWING GROUPS

1. Children's / Youth groups with approved application (Schedule 'C')
2. Advisory Groups / Committees of Council
3. Municipal Churches (Fund Raising Events – maximum of 2)
4. Knights of Columbus, Legion, Lions, Masons
5. Funerals – Kearney Residents – Gym only, includes kitchen
6. Funeral receptions – Gym - Kearney Residents only
7. Kearney Music Group
8. Ratepayer groups with approved application (Schedule 'C')
9. Horticultural Society
10. Creative Art Show
11. Children's Birthday Party – Kearney Residents only
12. Seniors (One week day per month for fundraising)
13. Kearney and Area Public Library
14. Kearney Watershed Foundation

\*\* Exceptions subject to approval by Town Management Staff. Authorized Signature: \_\_\_\_\_



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

## Schedule 'B'

### Equipment Amenity Approval Items

#### KITCHEN RENTAL (Check items required):

(Includes: all inventory items stored in the kitchen)

- dishes
- cutlery
- serving utensils
- pots/pans
- juice/water glasses
- Coffee makers

**Does not include** table cloths, tea towels/dish cloths, chafing dishes\* and inventory stored in Ladies Change Room.

#### GROUPS with RENTAL CHARGES WAIVED\*\* (Check items required):

(Includes: all inventory items stored in the kitchen, bar area and Ladies Change Room)

- dishes
- cutlery
- serving utensils
- pots/pans
- juice/water glasses
- Coffee makers
- table cloths
- tea towels / dish cloths
- chafing dishes\*
- meat slicer
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\*Fuel for chafing dishes to be purchased by User, subject to approval by Town Staff

For **STAFF** use only - VERIFICATION following event

**KITCHEN CONDITION**    acceptable    not acceptable - details: \_\_\_\_\_  
\_\_\_\_\_

**Food in Refrigerators:**    Removed    labelled and dated by approved User Group

**Authorization for deposit refund:**    Refund approved    see details above

**Authorized Signature:** \_\_\_\_\_

\*\* see Schedule 'A'





# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

Schedule 'D'  
Floor Plan



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

Schedule 'E'  
OTHER



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

## Contact Information

Name .....

Group / Organization .....

Address ..... Mailing Address (if different) .....

.....

.....

Main Contact Number .....

Alternate Phone Number .....

E-mail Address .....

## Event Details – NO STYROFOAM PERMITTED – NO PLASTIC STRAWS PERMITTED

Date of Event ..... No. of People expected .....

Event Start Time ..... Event End Time ..... Access Time to Building .....

Event name and description of activities  
.....  
.....

Approximate set-up time ..... Approximate take-down time .....

Nature of Event .....  
(Charitable, fundraising, private, profitable, etc.)

### Accommodation Required

- HALL – GYMNASIUM with KITCHEN / BAR (FOR BANQUET, WEDDING OR OTHER LARGE GROUP AFFAIR)
- HALL – GYMNASIUM without KITCHEN / BAR (FOR ALL OTHER EVENTS)
- SENIORS ROOM
- SOCAN  music without dancing  music with dancing
- Music provider is LICENSED with SOCAN  YES  NO  
Copy of LICENSE  Attached  Provided by event date
- ALCOHOL to be SERVED  NO  YES  Special Occasions Permit attached  Insurance attached
- NORTH BAY PARRY SOUND DISTRICT Health Unit - APPLICATION AND NOTIFICATION FOR COMMUNITY EVENTS AND FARMERS MARKETS ATTACHED

**I/we certify that we have read the Rules and Regulations and that we agree to conform thereto and be bound thereby:**

Date ..... Name .....  
(please print)

Signature .....



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

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4. The Applicant acknowledges and agrees that it is the Applicant's responsibility to ensure the safety and security of all persons and equipment that is, in any way, engaged or involved in the event.
5. The Owner shall have exclusive control over all food and refreshment concessions. The applicant shall not sell or distribute any food, beverage, goods or merchandise whatsoever or provide any services whatsoever at the rented facility save and except as per this Agreement.
6. The Applicant covenants and agrees to comply with all federal, provincial and municipal laws, rules, regulations, by-laws and any other requirements governing the Applicant's conducting of the event and with respect to the Applicant's use of the facility generally and the Applicant hereby saves the Owner harmless from and indemnifies the Owner against any and all damages, charges, actions, costs, etc. and from any liability for same arising from the applicant's failure to do so.
7. The applicant covenants and agrees to indemnify and save harmless the Owner, it's officers, employees, servants and agents from and against any and all claims, actions, suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with the Applicant's occupation or use of the Facility.
8. Without limiting the generality of Clause # 7, the Applicant agrees to be responsible for any personal injury, property damage, loss or theft arising out of the event and Applicant's use of the facility.
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10. The Applicant waives any and all claims against the Owner for compensation and for any and all losses or damages arising out of any action taken by any public authority, or by reason of any strike, labour dispute, accident, failure of equipment or utility service and such interferences with the operation of the Facility shall not relieve the applicant from any of its' obligations under this agreement.
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12. The Applicant covenants and agrees that any sales, good and services and like taxes applicable to the use of the Facility, imposed by any Provincial or Federal authority shall be paid by the Applicant and the Town may add such taxes to the amount required to be paid.
13. This agreement may not be assigned by the Applicant and the Applicant may not sub-let the Facility in whole or in part without the prior written consent of the Town, which Consent may be arbitrarily withheld.
14. The Applicant covenants and agrees to reimburse the Town for any damage caused to the said Facility or any of the Town's equipment therein located.
15. The Applicant covenants and agrees that no alcoholic beverages will be provided or sold at the Event without the express written permission of the Town which permission shall not constitute the waiver of any of the terms and conditions contained herein. If alcoholic beverages are to be provided or sold, the applicant shall obtain the appropriate liquor license, and shall provide a copy thereof to the Town at least 5 days prior to the Event. The Applicant shall uphold those portions of the Municipal Alcohol Policy which are applicable to the Event.
16. Without limiting the generality of the foregoing the applicant agrees to comply with any additional provisions listed herein.



# KEARNEY COMMUNITY CENTRE RENTAL AGREEMENT

Schedule 'D'  
Floor Plan

Payment #	Date	Vendor Name	Reference	Payment Amount
<b>Bank Code: AP - GENERAL AP</b>				
Computer Cheques:				
29479	2020-01-13	CRA - Receiver General	Dec/19 remittance	27,514.68
29480	2020-01-13	Minister Of Finance (EHT)	Dec/19 EHT	2,234.59
29481	2020-01-16	APC Auto Parts Centres	Fire Dept-truck supplies	461.35
29482	2020-01-16	Carol Ballantyne	Nov 6 & 8/19 kms	180.21
29483	2020-01-16	Bell Mobility Inc.	KCC/Parks cell Dec/19; PW CELL	81.91
29484	2020-01-16	Bell Canada	Phone Dec/19 ALL DEPTS	650.39
29485	2020-01-16	Bowman Fuels Ltd.	Firehall furnace fuel / PW VEHICLE DIESEL FUEL	8,061.45
29486	2020-01-16	Brandt	Grader repair blade pitch	2,426.06
29487	2020-01-16	Cedar Signs	Road signs	877.59
29488	2020-01-16	Chris Burns & Son Trucking	Sandfill 334 Rain Lake Rd BYLAW ENFOR	388.50
29489	2020-01-16	Clement Aluminum & Vinyl	L/Park roof block sys	593.25
29490	2020-01-16	Matthew Clouthier	Dec/19 kms McM/Mon BLDG	534.60
29491	2020-01-16	Conseil Scolaire Catholique	2019 4th Q levy	1,822.37
29492	2020-01-16	Conseil Scolaire Public	2019 4th Q Levy	691.44
29493	2020-01-16	Cupe Local 1813	Dec/19 CUPE union dues	748.88
29494	2020-01-16	Caitlin Deevey	Nov 20-Dec 31/19 kms BYLAW ENFOR	638.21
29495	2020-01-16	Deluxe	P/W Vehicle Inspec books	554.82
29496	2020-01-16	DRD Distributing	P/W R&R lift cylinder - PLCW	456.46
29497	2020-01-16	Harold G. Elston	Integrity Comm fee 2019	135.78
29498	2020-01-16	Ewart/O'Dwyer	Consent Agmt - PLANNING	488.63
29499	2020-01-16	Fetterley's Gas & Convenience	Vehicle fuel ALL DEPTS	529.26
29500	2020-01-16	Fountain Tire (Huntsville) Ltd	P/W 2 backhoe tires	851.08
29501	2020-01-16	Freightliner North Bay	2020Freighliner 114SD NEW P/W TRUCK	290,452.76
29502	2020-01-16	G-Force Marketing	2020 Assmt binder ADMIN	186.25
29503	2020-01-16	Gilroy's Tire	Grader 4 tires	7,398.82
29504	2020-01-16	Glen Martin Ltd.	KCC supplies	432.91
29505	2020-01-16	Grant Thornton LLP	2019 Interim billing - AUDIT	1,785.40
29506	2020-01-16	Hicks Morley	FOI legal fees	4,474.80
29507	2020-01-16	Home Building Ctr-Burks Falls	P/W Rd survey stakes / FD SUPPLIES	670.25
29508	2020-01-16	Brian Horsman	Mc/Mon kms Dec/19 BLDG	133.92
29509	2020-01-16	HubbCap	Grader blades	6,005.77
29510	2020-01-16	Hydro One Networks Inc.	Dec/19 hydro	3,150.41
29511	2020-01-16	Kearney Water Shed	Fieldwebster Enviro invoice KWEP	509.63
29512	2020-01-16	LEA-Larocque Elder Architects	KCC architect report	2,983.61
29513	2020-01-16	Levack Mgmt Consulting Inc.	Consult-Pay equity mtgs	7,985.33
29514	2020-01-16	Cody Mayhew	Trans Stn kms Dec 27-31/19	29.70
29515	2020-01-16	Metroland Media	KCCC-Fun Fair ad	276.97
29516	2020-01-16	Min Of Fin-Ontario	Vol FF trg / NEW CPP / BYLAW ENF CLEANUP EFFICIENCY OFFICERS	29,256.17
29517	2020-01-16	Moore Propane Ltd.	P/W propane & KCC	928.58
29518	2020-01-16	Muskoka Springs Inc	KCC bottled water	19.61
29519	2020-01-16	Near North Dist. School Board	2019 4th Q levy	139,453.65
29520	2020-01-16	Near North Business Machines	Dec/19 copier maint ADMIN & LIBRARY	151.59
29521	2020-01-16	Nipissing-Parry Sound Catholic	2019 4th Q	9,583.81
29522	2020-01-16	OMERS	Dec/19 OMERS	17,450.80
29523	2020-01-16	Township Of Perry	Fire Dept vol trg lunch	52.94
29524	2020-01-16	Marjorie Robinson	Asset Mgmt Plan - FIN. CONSULTANT	2,557.78

Town of Kearney  
List of Accounts for Approval  
As of 2020-01-22  
Batch: 2020-00002 to 2020-00006

Payment #	Date	Vendor Name	Reference	Payment Amount
29525	2020-01-16	Russell Christie LLP	Legal fees-MMAH/LPAT /WHITE'S FARM DEV	4,274.89
29526	2020-01-16	The Tin Banger	P/W garage gen gas piping	846.37
29527	2020-01-16	Waste Connections of Canada	Dec/19 metal & DEC/19 RECYCLING	6,377.04
29528	2020-01-16	D.M. Wills Assoc.Ltd	Landfill monitoring	1,271.25
29529	2020-01-16	Workplace Safety & Ins.Board	2019 Vol FF WSIB / 2019 4 <sup>th</sup> Q WSIB REMIT	9,055.61
29530	2020-01-16	Wurth Canada Ltd	P/W garag esupplies	426.61
29531	2020-01-17	1648199 Ontario Ltd	Replace cracked w/shield P/W VEH.	461.97
29532	2020-01-17	Abell Pest Control	Jan/20 pest control	135.70
29533	2020-01-17	ACI-Accelerated Connections	Jan/20 internet ALL DEPTS	381.21
29534	2020-01-17	AMCTO	2020 ADMIN STAFF -3	1,372.95
29535	2020-01-17	AMO	2020 membership	1,830.13
29536	2020-01-17	Township Of Armour	2020 Armour Rd maint agmt	3,729.00
29537	2020-01-17	Bickley Ford Sales	P/W F550 service	183.31
29538	2020-01-17	Brandt	Replace water pump-b/hoe	2,562.39
29539	2020-01-17	Candian Tods Ltd	Hwy signage-Econ Dev	1,254.30
29540	2020-01-17	District Of Parry Sound	2020 membership MUN ASSOC.	160.00
29541	2020-01-17	Kristi Dominelli	5,000 Brochures - DCE SLED RACES	1,000.00
29542	2020-01-17	Fetterley's Gas & Convenience	Vehicle fuel ALL DEPTS	274.78
29543	2020-01-17	Green Shield Canada	Jan/20 Greenshield	4,682.92
29544	2020-01-17	HubbCap	Grader blades	5,729.33
29545	2020-01-17	Huronian Alarm & Fire Security	KCC monitoring Jan-Mar 31	67.80
29546	2020-01-17	LAS-Local Authority Services	LAS Cisd Mtg Invest 2020	226.00
29547	2020-01-17	Manulife Financial	Jan/20 Manulife	1,786.57
29548	2020-01-17	MFOA-Municipal Finance Officer	MFOA 2020 m/ship	282.50
29549	2020-01-17	Moore Propane Ltd.	Propane KCC & P/W	2,985.65
29550	2020-01-17	Munisoft	2020 Munisoft s/ware main ADMIN	4,507.57
29551	2020-01-17	MPAC-Municipal Property Assmt	MPAC 1st Q 2020	14,282.05
29552	2020-01-17	North Bay/Parry Sound District	Jan/20 Health Unit levy	2,259.25
29553	2020-01-17	Northern Nerds	P/W Laptop Assistance/MUNISOFT A/P UPDATE	389.85
29554	2020-01-17	Novexco	F/Chief 2020 Agenda/ADMIN SUPPLIES	107.34
29555	2020-01-17	Voided by the print process		0.00
29556	2020-01-17	Royal Bank Visa	RBC Visa int ALL DEPTS	4,923.56
29557	2020-01-17	Schaefer Paul	F/hall mtg/rm wax remover	170.49
29558	2020-01-17	Spectrum Telecom Group Ltd.	Jan/20 Pevensey Tower / PD INTERNET	282.44
29559	2020-01-17	Telequip Systems Limited	Radio installation / P/W PLOW TRUCK	562.46
29560	2020-01-17	Telizon Inc	Jan/20 phone long dist ALL DEPTS	3.46
29561	2020-01-17	The Ontario Aggregate	2017 gravel audit - MIN PITS	1,514.20
29562	2020-01-17	Tori White	D/Sled mail brochures	530.67

Total for AP: 657,744.59

Report Date  
2020-01-22 11:17 AM

Town of Kearney  
**List of Accounts for Approval**  
As of 2020-01-22  
Batch: 2020-00002 to 2020-00006

Page 3

Payment #	Date	Vendor Name	Reference	Payment Amount
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Moved by:

Seconded by:

Be it resolved that Council has received and have no objections to be noted for  
Cheque #29479 - 29562 in the amount of \$657,744.59.

Mayor

Clerk Administrator

THE CORPORATION OF THE TOWN OF KEARNEY

MEMORANDUM

TO: Mayor & Council  
FROM: Keven Beaucage, Deputy Clerk-Treasurer  
SUBJECT: 2019 Council Honouraria & Expenses  
DATE: January 31, 2020

In compliance with Section 284(1) of the Municipal Act, this annual report is to serve as notification of the total Honouraria and Expenses paid in 2018. One-third of the Honouraria has been deemed a "Municipal Officer's Expense", By-law 2015-07.

	Salary	Expenses Conferences & Kms
Carol Ballantyne Councillor/Mayor	\$12,000	\$1,687.84
Cheryl Philip Councillor	\$9,600	0
Michael Rickward Councillor	\$9,600	0
Elizabeth Stermsek Councillor/Deputy Mayor	\$9,600	\$93.65
Paul Ziraldo Councillor/Deputy Mayor	\$9,600	0
<b>Total</b>	<b>\$50,400</b>	<b>\$1,781.49</b>

Keven Beaucage  
Deputy Clerk-Treasurer

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council  
FROM: Keven Beaucage, Deputy Clerk Treasurer  
SUBJECT: Debit and Credit Card Payments  
DATE: January 31, 2020

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**Recommendation:**

**WHEREAS** The Council of the Corporation of the Town Kearney has shown interest to expand customer service to ratepayers by providing a Debit and Credit Card service;

**AND WHEREAS** Kawartha Credit Union is partnered with a third-party merchant service provider, Zank Payments who are partnered with Global Payments;

**NOW THEREFORE BE IT RESOLVED** that The Council of the Town of Kearney directs staff to proceed with applying to Zank Payments, on a month to month contract in order that the Town may offer debit and credit card payment services to the public.

**Background:**

Previous Councils have expressed their desire to Staff to expand methods of payments for services, to the public, by offering debit card and or both debit and credit card payments for various services provided by the Town to improve customer service.

Kawartha Credit Union Merchant Services is partnered with a third-party merchant service provider for debit/credit card payments, Zank Payments, who is partnered with Global Payments. Zane Payments have a relationship with the Kawartha Credit Union and as a member we can access the program that has been negotiated that includes the following:

- Month to month contract...no penalty to leave
- Locked Pricing
- No hidden/monthly fees, all waived.
- No other fees
- Cost Plus pricing model...Zane pass the true cost of the credit card and apply a low fixed margin
- Terminals are \$25 per wired device, \$50 wireless device... competitors are usually over \$30 per month (rental)
- Debit/Interac is \$0.05 per transaction...this fee is flat...no % attached
- 24-7 Service. 4-hour onsite service for terminals

**Insurance risk management implications:**

Data security would be following the guidelines of the PCI Security Standards Council to ensure that we are mitigating our risk. Non-compliance with this policy and the requirements of PCI DSS could lead to the exposure of sensitive cardholder data and could result in fines, legal expenses, damage to reputation and the future ability to accept credit and debit card payments.

The Town would be responsible for any fraudulent Visa or MasterCard transactions if the card is a non-chip and keyed in by Town staff or if the card is a chip and keyed in or swiped by staff. If the credit card transactions are processed in any of these manners, the Town is increasing its risk of exposure to fraudulent charges; however there are very few transactions that would not involve payment prior to the delivery of the service or permit, therefore the risk of loss would be low.

The Town of Kearney, as a merchant to accept and process payment cards, must comply with PCI Data Security Standard (PCI DSS). The PCI Security Standard applies to all entities that store, process or transmit cardholder data.

**Financial implications:**

Zank Payments Global Payments) **Debit & Credit Card**

One Time Administration Fee	0.00
Terminal rental fee per month	25.00 wired
	50.00 wireless
Debit/Credit transaction service fee each transaction	.05
PCI Fee	0.00
(PCI Compliance fee- protection from security breaches	0.00
Account Service Package	0.00

Payments made by credit card would be subject to fee costs plus 20 basis points of the transaction amount and may be paid for by the user. Rates fluctuate on the different credit cards but the simple cost + pricing remains as 20 basis points. For example, a Visa 1.4% with the 20 point basis point would be 1.6% fee charged.

All service fees such as building permit, entrance permit fee, fire permit fee, trailer license fee, planning fees, lottery licensing fee, marriage license fee, tipping fees, recreation activities, hall rental, and dog tags are currently paid with cash or cheque.

Property taxes are the Town's largest volume of collection of funds in comparison to other services provided by the municipality. Over the last number of years ratepayers have migrated to paying property taxes through internet/online banking.

Respectfully Submitted by:

Keven Beaucage  
Deputy Clerk-Treasurer

With our preferred partners you can easily accept credit and debit card payments.



+ global payments  
= Growing your business

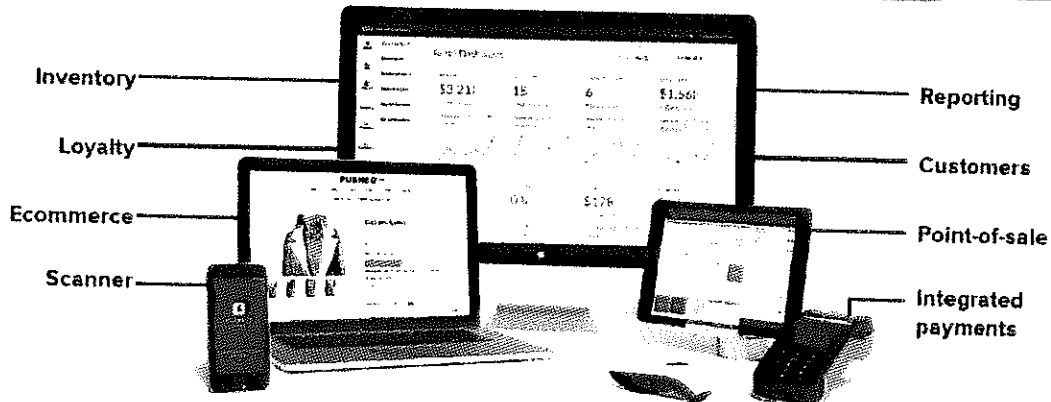
We have partnered to provide innovative payment options, preferred pricing and great benefits to Kawartha's business members.

**Benefits include:**

- Waived fees - no setup, monthly, or PCI. No hidden fees.
- Month-to-month contracts
- Locked fees and simple cost + pricing
- Extensive product suite with unique, industry specific solutions such as wired/wireless terminals, online and mobile
- 24/7 multi-lingual support plus 4 hour on-site support.

**Receive a no obligation analysis:**

- Download a current merchant statement
- Contact: Catherine Freve, Manager, Cash Management  
KAWARTHA CREDIT UNION  
Phone: 705.743.9966, ext. 7239  
Email: [cashmanagement@kawarthacu.com](mailto:cashmanagement@kawarthacu.com)



## Grow your retail with Vend POS Software

Get the retail advantage with Vend's advanced POS, multi-outlet retail, and inventory management system. Effortlessly sell, manage, report and grow - all in the cloud.



### Advanced tools, simple enough for everyone to use

- ✓ Seamless POS & Payments
  - ✓ Products & pricing
  - ✓ Inventory Management
  - ✓ Multi-outlet operations
  - ✓ Reporting & insights
  - ✓ Preferred partner integrations
- In-store, online, or on-the-go sales
  - Flexible hardware setup on Mac or PC
  - Information sync between POS & payment terminal
  - Customisable pricing & promotions
  - Easy setup of product variants & bundles
  - Bulk product uploads
  - Purchase orders, transfers and counts
  - Real-time stock view across locations and channels
  - Auto reorder points
  - Centralised inventory, users & outlets
  - Staff performance tracking and permissions
  - Ability to scale & add stores in a few clicks
  - Fully customizable reports & real-time insights
  - Product & inventory performance
  - Cost of goods & profit margin tracking
  - Preferred partnerships & deep integrations with world-leading retail apps including Apple, Deputy & your choice of ecommerce
  - Customisable solution with an open API

THE CORPORATION OF THE TOWN OF KEARNEY

STAFF REPORT

TO: Mayor and Council  
FROM: Keven Beaucage, Deputy Clerk Treasurer  
SUBJECT: Debit and Credit Card Payments  
DATE: March 16, 2016

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**Recommendation:**

**WHEREAS** The Council of the Corporation of the Town Kearney wishes to expand customer service to ratepayers by providing a Debit and Credit Card service;

**AND WHEREAS** The Council of the Corporation of the Town of Kearney instructs Staff to prepare a Cash, Debit and Credit Card Policy;

**NOW THEREFORE BE IT RESOLVED** that The Council of the Town of Kearney directs staff to proceed with applying to Moneris in order that the Town may offer debit and credit card payment services.

**Background:**

Council has expressed its desire to Staff to expand method of payments for services, to the public, by offering debit card and or both debit and credit card payments for various services provided by the Town to improve customer service.

Royal Bank of Canada has put staff in contact with Moneris Solutions.

The Town of Kearney as a merchant to accept and process payment cards must therefore comply with PCI Data Security Standard (PCI DSS). The PCI Security Standard applies to all entities that store, process or transmit cardholder data.

**Insurance risk management implications:**

Data security should be in compliance with the guidelines of the PCI Security Standards Council to ensure that we are mitigating our risk. Non-compliance with this policy and the requirements of PCI DSS could lead to the exposure of sensitive cardholder data and could result in fines, legal expenses, damage to reputation and the future ability to accept credit and debit card payments.

The Town would be responsible for any fraudulent Visa or MasterCard transactions if the card is a non-chip and keyed in by Town staff or if the card is a chip and keyed in or swiped by staff. If the credit card transactions are processed in any of these manners, the Town is increasing its risk of exposure to fraudulent charges; however there are very few transactions that would not involve payment prior to the delivery of the service or permit, therefore the risk of loss would be low.

**Financial implications:**

**Moneris Solutions Electronic Payments Debit Card Only**

One Time Administration Fee (no rebate)	\$200.00
Terminal fee per month	\$20.00
Debit transaction service fee each	\$0.07
PCI Fee (PCI Compliance fee- protection from security breaches)	\$24.95 quarterly
Account Service Package	\$4.95

**Moneris Solutions Electronic Payments Debit & Credit Card**

One Time Administration Fee (depending on volume - rebates for RBC Clients)	\$150.00
Terminal fee per month	\$25.00
Debit transaction service fee each	\$0.05
Visa Standard Credit Cards – per gross sale per transaction	1.89%
Master Card Credit Cards – per gross sale per transaction	1.94%
PCI Fee (PCI Compliance fee- protection from security breaches)	\$24.95 quarterly
Account Service Package per month	\$4.95

Rates may fluctuate on cards and rates on higher end cards may be 2.2% to 3.0%

Payments made by credit card would be subject to fees set out of approximately 2% and 3% of the transaction amount and are paid for by the user. Rates may fluctuate on credit cards.

All other service fees such as building permits, entrance permit fee, fire & fireworks fees, trailer license fees, planning fees, lottery licensing fees, marriage license fee, tipping fees, recreation activities, and dog tags are currently paid with cash or cheque.

Property Taxes paid by	February 2015	February 2016
Cash	10 %	1 %
Cheque	53 %	34 %
Online/Internet banking	43 %	65 %

Property taxes are the Town's largest volume of collection of funds in comparison to other services provided by the municipality. Over the last several years ratepayers have migrated to paying property taxes through internet/online banking.

Respectfully Submitted by:

Keven Beaucage  
Deputy Clerk-Treasurer

## Chiefs Report

January 24, 2020

### Training

We have had a bus extrication practice at Pinehill. We have also had a truck check practice and firehall orientation. As well several Firefighters wrote the test for the NFPA standard for firefighter level one. The meeting room has been given a good floor wash and several coats of wax.

### Fire Prevention

We are doing inspections and complaints as they come in to the hall. This month there have been no requests. I am waiting to hear from Hunters Bay to record new fire safety messages.

### Equipment

We are servicing our extrication equipment. There have been a few issues come up due to the use at all the extrication practices. Trucks are coming up for there annual safeties and I am in the process of scheduling.

We have had one medical call.

I attended the regional fire meeting in Perry, also the Chiefs meeting in Armour.

I am preparing inspection sheets for the firehall and floorplan to assist in asset management.

I am available to answer any questions and concerns.

Paul Schaefer

Fire Chief

Town of Kearney

# THE CORPORATION OF THE TOWN OF DEEP RIVER



P.O. BOX 400 • 100 DEEP RIVER ROAD • DEEP RIVER, ONTARIO K0J 1P0  
Tel: (613) 584-2000 • www.deepriver.ca • Fax: (613) 584-3237

January 8, 2020

Hon. Doug Ford, Premier of Ontario  
Queen's Park Legislative Building  
1 Queen's Park, Room 281  
Toronto Ontario  
M7A 1A1

**Subject: Premiers to Develop Nuclear Reactor Technology**

Dear Honourable Doug Ford,

Please be advised that at the Regular Meeting of Council held October 9<sup>th</sup>, 2019, Council for the Corporation of the Town of Deep River passed the following resolution:

**BE IT RESOLVED THAT** the CBC News report entitled "Group of premiers band together to develop nuclear reactor technology", be received, and

**WHEREAS** the Premiers of Ontario, Saskatchewan and New Brunswick have announced their intention to work together on the development of small modular reactors to help their provinces reduce carbon emissions and address the challenges of climate change;

**WHEREAS** Canada has demonstrated excellence and leadership in the nuclear industry on the world stage for more than 70 years;

**WHEREAS** the Canadian nuclear industry is one of the safest and most well-regulated energy sectors in the world under the oversight of the Canadian Nuclear Safety Commission;

**WHEREAS** the citizens of Ontario have enjoyed the benefits of safe, clean, low-carbon energy produced by Ontario's nuclear industry for over 50 years;

**WHEREAS** small modular reactors have the potential to provide municipalities, especially rural and northern municipalities, with an innovative technology that provides a safe, low-carbon alternative to meet energy demands; therefore,

**BE IT RESOLVED** the Town of Deep River write to the Premiers of Ontario, Saskatchewan and New Brunswick to express support for their decision to work together on the development of small modular reactor technology as a safe, low-carbon energy option;

**THAT** the Town of Deep River write to the Prime Minister of Canada, Minister of Natural Resources, and the remaining provincial premiers asking that they support investment in the research and development of small modular reactor technology as an innovative, safe, low-carbon energy option; and

**THAT** this resolution be circulated to all upper and lower-tier municipalities in Ontario, and the Federation of Canadian Municipalities, for their consideration.

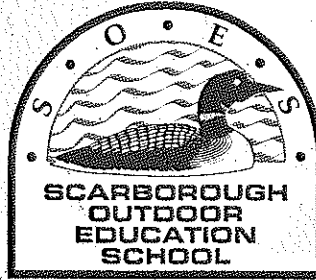
**CARRIED**

Thank you and please contact the writer should you have any additional questions.  
Kindest regards,



Bethany McMahon, Administrative Assistant  
Town of Deep River

cc: Hon. Scott Moe, Premier of Saskatchewan  
Hon. Blaine Higgs, Premier of New Brunswick  
Hon. Stephen McNeil, Premier of Nova Scotia  
Hon. Brian Pallister, Premier of Manitoba  
Hon. John Horgan, British Columbia  
Hon. Dennis King, Premier of Prince Edward Island  
Hon. Jason Kenney, Premier of Alberta  
Hon. Dwight Ball, Premier of Newfoundland and Labrador  
Hon. Francois, Premier of Quebec  
Hon. Caroline Cochrane, Premier of Northwest Territories  
Hon. Sandy Silver, Premier of Yukon  
Hon. Joe Savikataaq, Premier of Nunavut  
Hon. Justin Trudeau, Premier of Canada  
Hon. Seamus O'Regan of Natural Resources  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
All Upper and Lower Tier- Municipalities



Box #210, Kearney,  
Ontario P0A 1M0

Tel. 1-705-636-5384  
Fax 1-705-636-7219

Veronica Uzielli  
Site Supervisor, S.O.E.S.  
[veronica.uzielli@tdsb.on.ca](mailto:veronica.uzielli@tdsb.on.ca)  
705-636-5384

January 13, 2020

Dear Mayor and Council,

As you know we are an overnight outdoor education school of the Toronto District School Board. As such students stay overnight with us throughout the school year including weekends and during the summer months as part of Camp Kearney.

I've been asked to put together a contingency plan for various emergencies and one of those includes evacuation of the site. We have numerous sleeping accommodations on the site so it's unlikely that we would have to evacuate but I am writing to you wondering if we could use the community center as a back-up. If there were to be such an emergency a bus would be ordered right away to pick the student up to bring them home to Toronto so I can't see it being for long.

Thank you for your consideration

Veronica Uzielli



Burk's Falls and District Food Bank  
**Serving Almaguin South**  
P.O. Box 694  
Burk's Falls, ON, P0A 1C0

Since 1992

Serving

Township  
of Armour

Village of  
Burk's Falls

Town of  
Kearney

Municipality of  
Magnetawan

Township of  
McMurrich/  
Monteith

Township  
Of Perry

Township  
of Ryerson

Memberships

Ontario Association  
Of Food Banks

Canadian Association  
Of Food Banks

January 22, 2020

Dear Council.

I hope you all had a wonderful Holiday Season and a Happy New Year.

I am sending this letter to inform you that the building the Food Bank is in, is in receivership. It does not appear that we will have to close or move immediately, but it is likely that the building will be sold. If this happens we may have to pay more rent than we are now. We were told before that the space should have been rented for around \$1,500.00 a month and that they were giving us a discount at \$750.00 per month plus HST.

I realize that this is the time of year you are figuring out the budget for 2020, and just wondered if you could take this into consideration, in case there is an increase. I will send you the year end info and a proper request when I have the year end finished. I will also keep you informed of any changes with the situation.

Thank you

Joy Murphy  
Coordinator

Phone messages checked daily: 705-382-3989

# District of Parry Sound



Social Services  
Administration Board

January 13, 2020

Town of Kearney  
Box 38, 8 Main Street  
Kearney, ON  
POA 1M0

Attn: Deputy Clerk Treasurer

In compliance with Section 284(3) of the Municipal Act, this letter is to serve as notification of the total Honorariums and Expenses received by your representatives who are Board Members for the District of Parry Sound Social Services Administration Board.

Board Members representing the Township of Armour, Township of Perry, Township of Ryerson, Township of McMurrich/Monteith, Village of Burk's Falls and the **Town of Kearney - Area 4**, received the following in 2019:

<u>BOARD MEMBER TOTAL</u>	<u>HONORARIUM</u>	<u>TRAVEL EXPENSES</u>
Jerry Brandt	\$ 1,105.00	\$ 524.16
Barb Marlow	\$2,802.50	\$ 1,520.58

If you require any additional information or if your contact information requires updating, I can be reached at (705) 746-7777 ext. 5204 or [kpurcell@psdssab.org](mailto:kpurcell@psdssab.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Purcell'. The signature is fluid and cursive.

Katie Purcell  
Payroll & Benefits Coordinator