TOWN OF KEARNEY

AMENDED AGENDA

REGULAR COUNCIL MEETING
Council Chambers
Thursday, October 19, 2023 – 6:00 p.m.
Amended Wednesday October 18th 2023

A Moment of Silence may be observed, as requested

1. **Call the Meeting to Order**

2. **Approval of Agenda**

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

4. **Delegations/Presentations**

5. **Consent List**

5.1	October 5, 2023 Council Meeting Minutes	Pg. 3
5.2	Payment Register	Pg.6
5.3	Transfer Station Activity Report	Pg.8
5.4	DRAFT Consent Agreement - Cicchillo	Pg.9
5.5	Dog Sled Committee Appointments	Pg.18
5.6	Recreation Committee Appointment	Pg.24
5.7	Building Activity Report SR-2023-042	Pg.26

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

7. **Items for Discussion**

7.1	Part 8 of Gray Jay Lane – Request Maureen Armstrong	Pg.28
7.2	Staff Report – MacEachren Planning Fee Dispute SR-2023-043	Pg.31
7.3	Staff Report – Hazardous Trees Firehall Property Line SR-2023-044	Pg.33
7.4	Staff Report – Engineer of Record Update SR-2023-045	Pg.34
7.5	Staff Report – Recreation Committee Recommendation SR-2023-046	Pg.38
7.6	Staff & Firefighters Christmas Bonus and Office Hours	Pg.40
7.7	Template Road Maintenance/Use Agreement	Pg.41
7.8	Support for Bill 21: Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022	Pg.49
7.9	Acceptance of Winter Salt/Sand Tender 2023-02	Pg.51

8. Other Business

9. Correspondence for Information

9.1. KWEF October Newsletter Pg.58

10. Talk to the Mayor

[This open forum provides members of the public a two-minute opportunity to address the Mayor on matters of public interest. Item discussed during this time will not be included in the Council minutes.]

11. Closed Session

Under Section 239 of the Municipal Act, Council moved into closed session under the following subsections:
(2) (d) Labour Relations or Employee Negotiations; and
(2) (b) Personal Matters about an identifiable individual.

12. Bylaws

12.1 Cicchillo Consent Agreement
12.2 Confirming By-Law

13. Adjournment

Minutes

REGULAR COUNCIL MEETING
Council Chambers
Thursday, October 5, 2023 – 6:00 p.m.

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

Staff Present: Nicole Gourlay, Clerk Administrator
Jason Newman, By-law Officer
Paul Schaefer, Fire Chief
Cindy Filmore, Deputy Clerk

1. Call the Meeting to Order – the meeting was called to order at 6:00 pm

2. Approval of Agenda
Res. No. 262 – 23 Keven Beaucage, Heather Pateman
BE IT RESOLVED that the Agenda of the Regular Council Meeting of the Corporation of the Town of Kearney of October 5, 2023 agenda, be adopted as circulated
CARRIED

3. Disclosure of Interest - nil

4. Delegations/Presentations
4.1 Gilad Lazarovich – Garbage Bag Allowance and Diapers

Res. No. 263-23 Keven Beaucage, Michael Rickward
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks the Gilad Lazarovich for his presentation regarding the disposal of diapers at the Transfer Stations;
AND FURTHER Council hereby determines that any diapers, when disposed of in a clear garbage bag, shall not count towards the monthly bag allotment.
CARRIED

5. Consent List
5.1 Council Minutes September 21, 2023 Regular Council Meeting
5.2 Transfer Station Activity Report
5.3 Payment Register
5.4 Resolution of support Request St. Charles re: Highway Traffic Act amendments
5.5 Resolution of Support Request Midland re: "Catch and Release" Justice in Ontario
5.6 Fire Chief's Report 2nd quarter

Res. No. 264-23 Keven Beaucage, Jill Sharer
BE IT RESOLVED that the Consent List from the Regular Council Meeting of Thursday, September 21, 2023 be accepted and that all Recommendations contained therein be adopted as Resolutions of Council except for item 5.3 which shall be moved out of the consent list for discussion and debate.
CARRIED

6. Items Referred from the Consent List – 5.3 Payment Register
Staff provided clarity regarding cheque descriptions

7. Items for Discussion

7.1 Road closure request for parade Santa's Ski Show
Res. No. 265-23 Michael Rickward, Heather Pateman
WHEREAS the organizers of the Santa's Ski Show 2023 has requested to close Main St. from Lakeview Ave. to Rain Lake Rd. for the duration of the show on November 4th 2023; **AND WHEREAS** Staff and Emergency personnel have been notified and have no issues with the closure of the road;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney approves the closure of Main St. between Lakeview Ave. and Rain Lake Rd. on November 4th 2023 for the Santa's Ski Show Parade.
CARRIED

7.2 Reimbursement for Staff Cell Phone Business Use
Res. No 266-23 Heather Pateman, Keven Beaucage
WHEREAS Council passed a policy in 2017 regarding Cell Phones; **AND WHEREAS** the C-A has written SR-2023-041 requesting the authority to provide a monthly disbursement for Staff that need to use their personal cell phone for work purposes; **THEREFORE BE IT RESOLVED THAT** the Council of the Town of Kearney provides the authority to the C-A to allot a monthly disbursement to Staff that require the use of their personal cell phones for business purposes and it not exceed $300.00/month in total.
CARRIED

7.3 Office Furniture Purchases
Res. No 267-23 Michael Rickward, Jill Sharer
WHEREAS the Town Office with the current furniture is outdated and not functional; **AND WHEREAS** the Town wishes to make the Office more open and functional for the increasing number of Staff; **AND WHEREAS** Staff have received some quotations on new desks and chairs for the Office Staff, but this was not budgeted for in the 2023 budget; **THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Town of Kearney approves the purchase of four new desks and five new chairs in the amount of $12,000.
CARRIED

7.4 Top Screen purchase for new Tandem
Res. No 268-23 Heather Pateman, Keven Beaucage
WHEREAS the new 2023 Freightliner Tandem was ordered as is in order to not delay in receiving a vehicle until 2025; **AND WHEREAS** Staff were unawarde that the truck was not outfitted with the Top Screen to filter the sand when being loaded into the tandem trucks; **AND WHEREAS** this amount was not included in the tendered amount approved by Council in Resolution 172-23 or in the 2023 Municipal Budget; **THEREFORE BE IT RESOLVED THAT** that the Council of the Corporation of the Town of Kearney approves the purchase of a top screen for the 2023 Freightliner in the amount of $5,000.00 from Gincor.
CARRIED

7.5 Resolution of Support Request Wawa re: chronic pain treatment
Res. No. 269-23 Heather Pateman, Keven Beaucage
WHEREAS the Municipality of Wawa is requesting support from other municipalities regarding OHIP coverage being maintained for chronic pain treatments; **THEREFORE BE IT RESOVLED THAT** the Council of the Town of Kearney supports the Municipality of Wawa's resolution as indicated as item 7.5 on the agenda and directs Staff to forward this resolution to Premier Ford and MPP Graydon Smith.
CARRIED

8. Other Business - nil

9. Talk to the Mayor

10. Closed Session

Res. No. 270-23 Jill Sharer, Heather Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney at 6:52 pm, moves into closed session under Section 239(2) of the Municipal Act, under the following subsections: (2) (d) Labour Relations or Employee Negotiations; and (2) (b) Personal Matters about an identifiable individual.
CARRIED

Res. No. 271-23 Michael Rickward, Heather Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 9:55 pm
CARRIED

Res. No. 272-23 Michael Rickward, Jill Sharer
BE IT RESOLVED that the Council of the Town of Kearney directs the C-A to enter into negotiations with Armour Township for By-law Services
CARRIED

11. Confirming By-law

Res. No. 273-23 Heather Pateman, Keven Beaucage

BE IT RESOLVED that By-law 2023-54, being a By-law to confirm the proceedings of Council at its Regular Council Meeting of October 5, 2023 be approved**.**

CARRIED

12. Adjournment

Res. No. 274-23 Michael Rickward, Jill Sharer

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 10:00 pm to meet again at 6:00 pm on Thursday, October 19th, 2023 in the Council Chambers, Kearney, Ontario

CARRIED

THE CORPORATION OF THE

TOWN OF KEARNEY

_____

Mayor

_____

Clerk

Town of Kearney
Accounts Report for September 29, 2023
Batch: 2023-00058 to 2023-00058

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33116	2023-09-29	Abell Pest Control	P/W & KCC Monthly Pest Control	222.46
33117	2023-09-29	Allen, Stefanie	Return KMS to Huntsville re: KCC Opening	51.68
33118	2023-09-29	Bell Mobility Inc.	P/W Monthly Cell/BlD Monthly Data	189.55
33119	2023-09-29	Bell Canada	Monthly Phone	807.19
33120	2023-09-29	Bell Canada (Internet)	Monthly Internet	191.69
33121	2023-09-29	Bickley Ford Sales	P/W Ford Winter Service Pkg	607.23
33122	2023-09-29	Bowman Fuels Ltd.	P/W Diesel (vehicles)	1,336.79
33123	2023-09-29	Burk's Falls Building Ctr Ltd	Library Parts to fix desk lock	10.50
33124	2023-09-29	Burk's Falls Home Hardware	Trans Stn Cut Key	13.53
33125	2023-09-29	CRA - Receiver General	Payroll Deductions Sept. 16-30	20,183.85
33126	2023-09-29	Cedar Signs	P/W U Channel Road Signs	890.24
33127	2023-09-29	CGIS Spacial Solutions	Slims Contracted Service (Sept-Oct)	3,129.28
33128	2023-09-29	Cupe Local 1813	September Union Dues	637.30
33129	2023-09-29	Currie Truck Centre	P/W Shop Supplies (hydraulic Oils)	1,594.92
33130	2023-09-29	Caitlin Deevey	Mileage from Jan 24 - Aug. 27	1,084.39
33131	2023-09-29	Ecovue Consulting Services Inc	Various Planning Projects	6,094.97
33132	2023-09-29	Fetterley's Gas & Convenience	All Vehicles Gas Sept 1-13	1,306.59
33133	2023-09-29	Freightliner North Bay	P/W 2016 Freightliner Safety	7,555.30
33134	2023-09-29	Gilroy's Tire	P/W Repair Flat Tire	62.72
33135	2023-09-29	Glen Martin Ltd.	KCC Cleaning Supplies	58.53
33136	2023-09-29	Cathy Hare	Reimburse Supplies KCC Grand Opening	263.23
33137	2023-09-29	HubbCap	Roads Culvert Supplies	232.78
33138	2023-09-29	Kawartha Credit Union - Visa	All departments monthly Statement	3,413.77
33139	2023-09-29	Lake Country Office Solutions	Admin Monthly Office Photocopy Fees	162.58
33140	2023-09-29	LAS-Local Authority Services	Admin & trans. Stn Office Supplies	228.03

Town of Kearney
Accounts Report for September 29, 2023
Batch: 2023-00058 to 2023-00058

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33141	2023-09-29	Mathews, Dinsdale, & Clark	General legal Human Resources	6,988.49
33142	2023-09-29	Minister of Finance, Ontario	Access Year End (Small Water Works)	5,438.00
33143	2023-09-29	MPAC-Municipal Property Assmt	4th Qtr Payment	14,012.25
33144	2023-09-29	Muskoka Auto Parts	P/W Repair Parts	38.22
33145	2023-09-29	OMERS	September Pension Contributions	14,816.58
33146	2023-09-29	Pioneer Research Corporation	P/W 5 gals liquid calcium	790.37
33147	2023-09-29	Three Mile Truck	P/W Vehicle repairs	773.76
33148	2023-09-29	Upanup Studios Inc.	Admin CiviKit Website Platform	2,712.00
33149	2023-09-29	Wishart Law Firm LLP	General legal (Human Resources)	791.00

Total Computer Cheque: 96,689.77

Total AP: 96,689.77

Certified Correct This October 12, 2023

Be it resolved that Council has received the 'List of Accounts' report
for Cheques #33116 to #33149 in the total amount of $96,689.77

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TRANSFER STATION COUNCIL REPORT						
Date	**Monday Curbside Pick-up**	**Kearney**	**$**	**Sand Lake**	**$**	**Summary of Kallio's Waste $**
Sept. 26	8	21	8.00	20	635.00	245C/80F/310B
Sept. 29		31	2.00	22	220.00	75C / 85B / 60S
Sept. 30		37	2.00	18	340.00	25C/175B/140S
Oct. 1		32	32.00	25	385.00	55C/30F/300C
Oct. 2 Rcpt. 230105-001		19	2.00	15	100.00	75C/25B
Oct. 3		35	4.00	25	130.00	130C
Oct. 6		32	4.00	27	270.00	190C/30B/50F
Oct. 7		27	0.00	17	135.00	110C/25B
Oct. 8		20	107.00	21	95.00	75C/20F
Oct. 9 Rcpt. 230107-001		26	50.00	14	50.00	40C/10S
TOTALS		280	**211.00**	204	**2360.00**	**Total $** **2,571.00**

COMMENTS

This report covers 2 periods – September 26 – October 9

Attendant: Josh Dresser	Report Date: October 11, 2023

CONSENT AGREEMENT

THIS AGREEMENT made between:

STEVEN CICCHILLO & LEE-ANNE LIAT CICCHILLO

hereinafter called the "Owner"
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF KEARNEY

hereinafter called the "Municipality"
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in paragraph 1.1 herein annexed;

AND WHEREAS the Owner obtained, from the Southeast Parry Sound District Planning Board (File B-073/22) approval of a consent to sever the subject lands (the “Severance Approval”) into one severed lot and one retained lot;

AND WHEREAS the conditions of approval require the Owner to enter into this Agreement pursuant to section 53 of the *Planning Act*, and to register such Agreement on title to the lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS – See Schedule “A” paragraph 1 (hereinafter referenced as “the Subject Lands”).

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that no development of or work shall be performed on the Subject Lands except in compliance with:

a) the provisions of this Agreement;

b) all Schedules attached hereto; and

c) all applicable Municipal By-laws and all Provincial and Federal Legislation.

1.3 SCHEDULES ATTACHED - The following schedules are attached to this Agreement:

Schedule "A" - Legal Description
Schedule “B” - Cash Deposits

1.4 DEFINITIONS

a) “Severed Lot 1” shall mean those lands identified Part 2, 42R-22204.

b) “Retained Lands” shall mean those lands identified as Part 1, 42R-22204

2. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

2.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:

a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands,

b) Cash Deposits, Cash Payments & Security - have delivered to the Municipality all cash deposits, cash payments and security required by Schedule "B" attached,

c) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,

d) Postponements Mortgage/Charge - obtain and provide a postponement for any Mortgage/Charge registered on the subject lands to give priority to this agreement, including:

The Township may accept a solicitor's undertaking to obtain and register such postponements.

3. SPECIAL PROVISIONS

3.1 Notice Clauses – The Owner shall include in every agreement of purchase and sale for the Severed Lot 1 or the Retained Lot, the following warning and notice provision and further that said agreements shall require all subsequent agreements of purchase and sale to contain the same. In addition, prospective purchasers are also hereby warned and notified as follows:

(a) Purchasers are advised that this lot is located in close proximity to licensed mineral aggregate operations and may be subject to noise, dust or other nuisance impacts.

4. CASH IN LIEU OF PARKLAND

4.1 As a condition of approval of the consents, the Owner shall pay a fee in lieu of parkland in the amount of 5% of the appraised value of each new lot, the total fee being $2,000.00, as more particularly described in Schedule "B" hereto.

5. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

5.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the Subject Lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that she will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the Subject Lands, or for the purpose of giving effect to the provisions required under this Agreement.

6. EXPENSES TO BE PAID BY OWNER

6.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

6.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, Landscape Architect or Engineer (as applicable) in connection with all work to be performed as a result of the provisions of this Agreement.

6.3 All expenses for which demand for payment has been made by the Municipality shall bear interest at the rate of 12% per annum commencing 30 days after demand.

6.4 In the event that the Municipality, acting reasonably, finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.

7. CASH DEPOSITS AND SECURITY - SCHEDULE "B"

7.1 The Owner shall lodge with the Municipality, those cash deposits and security more particularly described in Schedule "B", and at the dates specified therein.

7.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits, and security set out in Schedule "B" attached, the Owner shall pay such excess charges within 30 days after demand by the Municipality, or if less, such excess deposit or security shall be refunded upon the satisfaction by the Owner of all obligations under this Agreement.

7.3 Default and Entry - Where the Owner is in default under any of the provisions of this Agreement, the Municipality, if it so elects, shall have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Owner under this Agreement, or to arrange for such works to be completed on behalf of the Owner. In furtherance of such work the Municipality is authorized to use and realize upon the security held under this Agreement.

7.4 Any security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Owner.

7.5 Exceeding Cost Estimates - If the costs of completing such work or service, exceeds the amount of security held by the Municipality, such excess shall be paid by the Owner to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 12% per annum.

7.6 Save Harmless - The Owner on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly be reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its servants or agents or subcontractors.

7.7 The *Construction Act* - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the *Construction Act*, R.S.O. 1990, c. C.30, this will constitute a default and entitle the Municipality to realize upon its security.

7.8 Surplus - In the event that the Municipality realizes upon security to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

8. ATTACHED SCHEDULES

8.1 It is agreed that everything included in this Agreement and the Schedules attached hereto filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

9. RESTRICTIVE COVENANTS

9.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the said lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.

9.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the said lands.

10. INDEMNIFICATION FROM LIABILITY AND RELEASE

10.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, and its employees, officers, directors, agents, servants and invitees, from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on her behalf in connection with the carrying out of the provisions of this Agreement or by reason of the failure of the Owner or its successors in title and assigns to comply with and/or fulfill its obligations hereunder and without limitation those obligations set out in section 1.2.

10.2 The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the Municipality, its servants, agents or subcontractors.

11. NOTICE TO PARTIES

11.1 Any Notice to be given by any party under this Agreement may be given by:

a) personal service on the parties hereto,

b) prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received three (3) business days after mailing, or

c) by telecopier message (fax machine) and such telecopier message shall be deemed to have been received the day it was sent up to the hour of 4:30 p.m. and any time a telecopier message is sent thereafter, it shall be deemed to be received on the following day.

11.2 For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:

Owner: Steven Cicchillo & Lee-Anne Liat Cicchillo
69 Ironwood Cres.
Stouffville, ON
L4A 5Z1

Municipality: Town of Kearney
Main Street, P,O. Box 38
Kearney, ON P0A 1M0
Attention: Clerk Administrator

12. TIME OF THE ESSENCE

12.1 The parties hereto agree that time shall be of the essence in this Agreement.

13. ESTOPPEL OF OWNER

13.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

14. INTERPRETATION

14.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires, or vice versa, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

14.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the _____ day of_____, 2023.

_____
Steven Cicchillo

_____
Lee-Anne Liat Cicchillo

By The Corporation of the Town of Kearney on the ____ day of _____, 2023.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Name: Cheryl Philip
Title: Mayor

Per: _____c/s
Name: Nicole Gourlay
Title: CAO/Clerk

We have the authority to bind the corporation.

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND STEVEN CICCHILLO AND LEE-ANNE LIAT CICCHILLO

LEGAL DESCRIPTION OF LANDS

PT LOT 4 CON 9 BETHUNE DESIGNATED AS PART 1 ON PL 42R18562; KEARNEY

Being all of the lands described in PIN 52157-0525 (LT)

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND STEVEN CICCHILLO AND LEE-ANNE LIAT CICCHILLO

CASH DEPOSITS, CASH PAYMENTS AND SECURITY

The Owner shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, capital levies and security:

1. TYPE OF SECURITY

   Any security required to be filed under this Agreement shall be in cash or by Letter of Credit valid for a period of one year with extension provisions and prepared in a form provided by the Municipality. It shall be drawn on a Chartered Bank of Canada and shall be for the amount hereinafter set out.

2. REDUCTION OF SECURITY

   The Owner may, as portions of the work are completed, make application to the Municipality to reduce the security to such amount as, in the sole discretion of the Municipal Clerk Administrator, is sufficient to guarantee the due performance of all the terms of the Development Agreement including, but not so as to limit the generality of the foregoing, Municipal Services, internal services and any other financial obligations required of the Owner under this Agreement (the costs of which will be estimated by the Municipality for holdback purposes), and to cover any obligations of the Municipality that might arise under Section 17 of the *Construction Act*, and this amount will also include the security holdbacks required for the maintenance periods.

3. SECURITY FOR WARRANTY PERIODS

   Two Year Guarantee Against Defects: Municipal Services

   In the event that the Owner by the terms of this Agreement is required to construct Municipal Services, a cash deposit or a Letter of Credit equal to 10% of the total value of the Municipal Services, shall be deposited with and retained by the Municipality for a period of 2 years after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement.

   One Year Guarantee Against Defects: Internal Services

   A cash deposit or a Letter of Credit equal to ten percent (10%) of the total value of the internal services shall be deposited with and retained by the Municipality for a period of 1 year after acceptance works.

4. CASH DEPOSITS/SECURITY - FOR THE MUNICIPALITY

   The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality, except where otherwise noted. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

   A. Cash Deposits

      i. Deposit for the municipality's legal and planning Expenses (paid) $1,200.00

      ii. Consent application fee (paid) $400.00

iii.	Consent pre-consultation fees - initial (paid)	$200.00
iv.	Consent pre-consultation planning fees	$2090.51

B. Cash in Lieu of Parkland

i.	Cash in lieu of parkland for Severed Lot 1 (paid)	$2,000.00

Town of Kearney ®

APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

Please complete this application form fully and limit your responses to the space available.
Refer to the Town's website, www.townofkearney.ca or obtain a hard copy from the Municipal office at the address on page 2.

Name Kaitlynn Tidwell

Address: 9 Fox Lair, Whitestone, ON

Postal Code: P0A1G0 Occupation: CAS Worker

Telephone Number: (res.) 249 995 0309 (bus.)

Email: Ktidwell@hotmail.ca

Committee or Board to which you are seeking appointment (if more than one, please list in order of preference)

1. Kearney Dog Sled Race Committee

2.

3.

COMMITTEE AND COMMUNITY EXPERIENCE

List any past or current involvement beginning with the most recent first

COMMITTEE	FROM	TO
KDSR Committee Chair	2017	2023

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

Please indicated work-related skills or other experience that may be helpful. Also, please provide us with your reasons for seeking this appointment along with any other information you may deem helpful for Council in considering your application.

Your response should be limited to the space provided on page 2

I have been on the committee for 6 years- love the dog sled races!

Signature [signature] Date: 17/08/2023

Please return you completed application to:

Town of Kearney
8 Main Street, Box 38
Kearney, ON P0A 1M0
Tel: 705-636-7752

Committee membership may be limited and selection is at the sole discretion of the Council. Only the selected committee members will be contacted but we thank all who have volunteered their services.

NO TELEPHONE APPLICATIONS PLEASE

Town Council will consider their appointments on: Dog Sled

Town of Kearney ®

APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

Please complete this application form fully and limit your responses to the space available.
Refer to the Town's website, www.townofkearney.ca, or obtain a hard copy from the Municipal office at the address on page 2.

Name LISA LAHN

Address: 15 AYRES Kearney

Postal Code: P0A 1M0 Occupation: therapy Scheduler.

Telephone Number: (res.) 7053800715 (bus.) same

Email: lisalahn1961@hotmail.com

Committee or Board to which you are seeking appointment (if more than one, please list in order of preference)

1. ~~Dog Sled~~ just volunteer

2.

3.

COMMITTEE AND COMMUNITY EXPERIENCE

List any past or current involvement beginning with the most recent first

COMMITTEE	FROM	TO
Dog Sled.	Aug 17/23	Feb 11/24

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

Please indicated work-related skills or other experience that may be helpful. Also, please provide us with your reasons for seeking this appointment along with any other information you may deem helpful for Council in considering your application.

Your response should be limited to the space provided on page 2

Signature Lisa Lake Date: Aug 17/23

Please return you completed application to:

Town of Kearney
8 Main Street, Box 38
Kearney, ON P0A 1M0
Tel: 705-636-7752

Committee membership may be limited and selection is at the sole discretion of the Council. Only the selected committee members will be contacted but we thank all who have volunteered their services.

NO TELEPHONE APPLICATIONS PLEASE

Town Council will consider their appointments on: Day Sled

Town of Kearney ®

APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

Please complete this application form fully and limit your responses to the space available.
Refer to the Town's website, www.townofkearney.ca or obtain a hard copy from the Municipal office at the address on page 2.

Name SUSAN FETTERLEY

Address: 135 STATION RD, EMSDALE, ON

Postal Code: P0A 1J0 Occupation: SERVICE ADVISOR

Telephone Number: (res.) 705-571-2049 (bus.)

Email: susanfetterley@gmail.com

Committee or Board to which you are seeking appointment (if more than one, please list in order of preference)

1. Kearney Dog Sled Committee
2.
3.

COMMITTEE AND COMMUNITY EXPERIENCE

List any past or current involvement beginning with the most recent first

COMMITTEE	FROM	TO
Kearney Dog Sled Races	OCT 2022	2023

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

Please indicated work-related skills or other experience that may be helpful. Also, please provide us with your reasons for seeking this appointment along with any other information you may deem helpful for Council in considering your application.

Your response should be limited to the space provided on page 2

AWATV Club Treasurer
Customer Service

Signature: Susan Setterley Date: Aug. 17/2023.

Please return you completed application to:

Town of Kearney
8 Main Street, Box 38
Kearney, ON P0A 1M0
Tel: 705-636-7752

Committee membership may be limited and selection is at the sole discretion of the Council. Only the selected committee members will be contacted but we thank all who have volunteered their services.

NO TELEPHONE APPLICATIONS PLEASE

Town Council will consider their appointments on:_____

Town of Kearney

APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

Please complete this application form fully and limit your responses to the space available.
Refer to the Town's website, www.townofkearney.ca or obtain a hard copy from the Municipal office at the address on page 2.

Name BEATRICE DUBUC

Address: 1826 HWY 518E
Postal Code: P0A 1M0 Occupation:

Telephone Number: (res.) 705-636-7523
(bus.)

Email: BDUBUC@BELL.NET

Committee or Board to which you are seeking appointment (if more than one, please list in order of preference)

1. REC BOARD
2.
3.

COMMITTEE AND COMMUNITY EXPERIENCE

List any past or current involvement beginning with the most recent first

COMMITTEE	FROM	TO
DOG SLED		

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

Please indicated work-related skills or other experience that may be helpful. Also, please provide us with your reasons for seeking this appointment along with any other information you may deem helpful for Council in considering your application.

Your response should be limited to the space provided on page 2

Signature B Dubuc Date: Oct 10/23

Please return you completed application to:

Town of Kearney
8 Main Street, Box 38
Kearney, ON P0A 1M0
Tel: 705-636-7752

Committee membership may be limited and selection is at the sole discretion of the Council. Only the selected committee members will be contacted but we thank all who have volunteered their services.

No telephone applications please

Town Council will consider their appointments on: October 19/23.

Town of Kearney

Staff Report

Staff Report No. SR-2023-042
Date: October 13, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Matthew Clouthier, Interim CBO
Subject: Report on the status of the Building Department

Recommendation:

That Council receive the report from the Interim Chief Building Official.

Background:

1) Total Permits Processed to October 13, 2023. Total: Building: 54
   Total Permits Processed to October 13, 2022. Total: Building: 61

2) Category of Permits Issued:
   a. New Cottages/Houses Total: 22
   b. New Commercial Total: 0
   c. New Garages Total: 8
   d. Miscellaneous Reno/Deck Total: 24
   e. Demolition Total: 8
   f. Pending Applications Total: 7

3) Permit fees generated to October 13, 2023 Total: $176,883.27
   Permit fees generated to October 13, 2023 Total: $219,937.41

   Construction Value to October 13, 2023 Total: $9,966,005.00
   Construction Value to October 13, 2022 Total: $13,098,075.00

Analysis:

Over the past couple of years, Kearney has seen a substantial growth and building throughout the Town. Including an unprecedented increase in new Single-Family Dwellings. While this year, building trend has slowed due to uncertain economic times, new Single-Family Dwellings has increased and has already surpassed last years total with multiple new applications coming down the pipeline.

The department has also fully moved into its new space in the former MNRF office, organized the space to best suit the needs of the department and started discussions with the Clerk's office on proper placement of dormant/old files. Unfiled paperwork has slowly begun being processed/filed.

With cancellation of the Cloud permitting software due to the inability to fully utilize the system without a full-time permit clerk, CGIS updating has begun. We have enrolled in a non-live version of the CBO program for training and data imputing practice. The Deputy Clerk/Existing permit Clerk has been working on the system, but time is very limited due to other stacked duties.

Many older legal cases that have been at a stalemate have finally been completed/settled over the past couple months. But with closure of older files, new ones do appear. The use of different types of enforcement action, have allowed some to not reach the legal system and be brought into compliance directly with the CBO's office. Building Department training has re-started after a couple years of absence due to Covid-19. Staff will continue to seek all adequate training to maintain points required to remain certified and up to date with all changes being made to the building code.

Consideration:

Year over year comparison. Building Department Status Update.

Conclusion/Recommendation:

That Council receive the report from the Interim Chief Building Official.

Prepared by: Matthew Clouthier, Interim CBO.

COUNCIL RESOLUTION # _____-23

Date: October 19, 2023

MOVED BY:

- ❑ Beaucage, Keven
- ❑ Pateman, Heather
- ❑ Philip, Cheryl – Mayor
- ❑ Rickward, Michael – Deputy Mayor
- ❑ Sharer, Jill

SECONDED BY:

- ❑ Beaucage, Keven
- ❑ Pateman, Heather
- ❑ Philip, Cheryl - Mayor
- ❑ Rickward, Michael – Deputy Mayor
- ❑ Sharer, Jill

WHEREAS the Maureen Armstrong has requested Council give her ownership over Part 8 on Gray Jay Lane in August 2022;

AND WHEREAS Staff has reviewed the ownership and sections of Gray Jay lane which outlines that the Town of Kearney is in ownership of Part 8;

AND WHEREAS Part 8 of Gray Jay Lane veers South while the remainder of Gray Jane Lane heads east to service other lots;

THEREFORE BE IT RESOLOVED THAT the Council of the Corporation of the Town of Kearney supports in principle the purchase of Part 8 of Gray Jay Lane, deeming this land surplus with the following conditions:

- That the purchaser be required to survey Part 8 of Gray Jay Lane;
- That all application fee and costs associated with the purchase of Part 8 of Gray Jay Lane be borne by the applicant; and
- That Part 8 not be maintained as a separately conveyable lot and therefore, be merged on title with the abutting lands at the time of transfer.

CARRIED ❑_____ **DEFEATED** ❑ _____

Recorded Vote Requested by: _____

Recorded Vote:	For	Opposed
Beaucage, Keven	❑	❑
Pateman, Heather	❑	❑
Philip, Cheryl – Mayor	❑	❑
Rickward, Michael – Deputy Mayor	❑	❑
Sharer, Jill	❑	❑

---------- Forwarded message ---------
From: **maureen armstrong** <[redacted]>
Date: Tue, Sep 5, 2023 at 4:27 PM
Subject: Re: Gray Jay Lane-part 8 for Maureen Armstrong
To: Cheryl Philip <mayorcherylphilip@gmail.com>

Good Afternoon Mayor Philip,

I hope you had a wonderful summer.

I am just following up on my request for Part 8 of Gray Jay Lane that I originally made on August 8th, 2022, after the August 2nd, 2022 Council meeting, where Gray Jay Lane was offered to the landowners at no cost. I made the request again on November 22nd to the new Council and when I last followed up in February 2023, I was told that you would be digging up the information from the August 2022 meeting, but I have not heard anything further.

Can you please provide an update on where this is at.

Thanks so much.

Maureen Armstrong
49 Gray Jay Lane, Kearney
[redacted]

PLAN AND FIELD NOTES OF SURVEY

PART OF BROKEN LOT 1, CONCESSION 12

TOWNSHIP OF BETHUNE

DISTRICT OF PARRY SOUND

Scale ~ 1" = 100'

John R. Hiley, O.L.S., 1965

PLAN PSR-669

Approved: JUNE 24, 1965

Ass't Examiner of Surveys

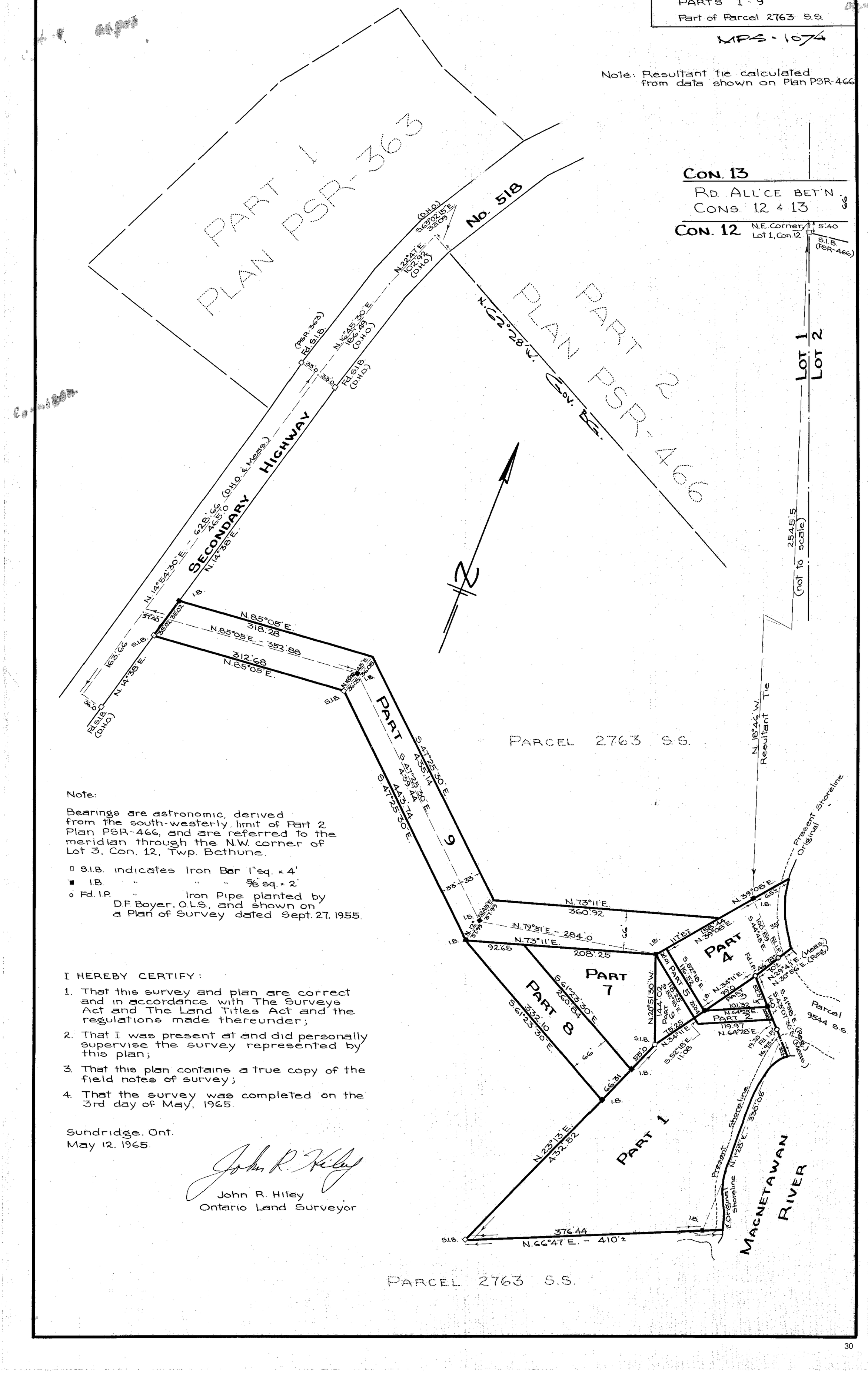
PLAN PSR-669
Recorded under No 54191
Registered: JULY 7, 1965

Ada Collison
Deputy Local Master of Titles

PARTS 1 - 9
Part of Parcel 2763 S.S.

MPS-1074

Note: Resultant tie calculated from data shown on Plan PSR-466



Note:

Bearings are astronomic, derived from the south-westerly limit of Part 2 Plan PSR-466, and are referred to the meridian through the N.W. corner of Lot 3, Con. 12, Twp. Bethune.

- ▫ S.I.B. indicates Iron Bar 1" sq. × 4'
- ■ I.B. " " " 5/8" sq. × 2'
- ○ Fd. I.P. " Iron Pipe planted by D.F. Boyer, O.L.S., and shown on a Plan of Survey dated Sept. 27, 1955.

I HEREBY CERTIFY:

1. That this survey and plan are correct and in accordance with The Surveys Act and The Land Titles Act and the regulations made thereunder;
2. That I was present at and did personally supervise the survey represented by this plan;
3. That this plan contains a true copy of the field notes of survey;
4. That the survey was completed on the 3rd day of May, 1965.

Sundridge, Ont.
May 12, 1965.

John R. Hiley
Ontario Land Surveyor

Staff Report

Staff Report No. SR-2023-043
Date: October 19th, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Cindy Filmore, Deputy Clerk
Subject: MacEachern Invoices regarding Rezoning

Recommendation:

THAT Staff believes all the planning fees associated with the MacEachern Planning Files are substantiated and Council continue to follow the current policy in having applicants pay all fees associated with their individual applications.

Background:

Elizabeth MacEachren approached Council in May of this year to review and reconsider the invoice she received regarding the costs for her to rezone her property. Council requested further information and a staff review of the account, and a report to follow. Therefore, Staff have completed this report as per Council Resolution #81 – 23.

Analysis:

In December of 2021, Ms. MacEachren began the process to apply for a building permit for her property. The property had an existing cottage on site, and the proposed new building was originally desired to use the same footprint/setbacks as the existing structure however upon deeper review it was recognized that these footprint/setbacks would not allow for her desired build.

Ms. MacEachren was advised by Staff to apply for a Zoning By-law Amendment (re-zoning), so she began this process with a pre-consultation meeting, at which she was advised of the need to ensure that a review of her plans by a competent planner (separate from the Town's planning consultant) and builder was advised to avoid having to complete multiple zoning by-law amendments while in different stages of design.

Staff reviewed submissions from Ms. MacEachren, and many back-and-forth conversations, Ms. MacEachren's application could finally be considered "complete" (the term used to signify that the planning process is moving to the next step, where notice is given to landowners within 120m of the property and interested parties to let them know of the proposed ZBLA), and notice was sent/posted to those affected. By-law 2022-18 was passed on May 18, 2022.

In June of 2022, Ms. MacEachren chose to alter her plans, and seek further modifications to the Zoning By-law in addition to the height restrictions previously sought. Just prior to the notice of complete application being posted, Ms. MacEachern asked the Town to consider the removal of a road-crossing culvert to allow changes to her driveway as well as the inclusion of a garage on the lot. This resulted in much discussion between staff, the planning consultants and Ms. MacEachern, and our consultants again recommended that a full discussion/disclosure of plans be provided in order to ensure the correct ZBLA would be passed. This also meant a re-issuance of notice to those required, a re-scheduling of the Public Meeting, and delay in the passing of the by-law until such time as a full understanding of the desired changes was obtained. While the second Zoning By-law Amendment followed the same process as the first, it was evident that it was not a simple "additional" ZBLA but that it would be a complete re-consideration due to the changing proposal.

Financial Consideration:

The Planning Consultant's fees for the MacEachren Zoning By-law Amendments totaled $5,253.15

These fees included:

Jr. Planner review of materials, prep. of notices and reports to Council @ $90/hr
Principal Planner report to Council, correspondence, etc. @ $145/hr
Planning Tech. 1 @ $105/hr
Planning Tech. 2 @ $90/hr

Duties performed included:

Review of applications/documents submitted
Preparation of Notices
Preparation of correspondence
Preparation of Reports to Council (including reviews of applicable laws)
Attendance at Council meetings

In addition, due to re-submission and/or changes to requests:

Further review of applications/documents submitted
Preparation of Cancellation notices/correspondence

Office Staff have reviewed the invoices, asked for clarification of invoices and/or corrections to same, and have determined that the invoicing appears to be correct and in accordance with correspondence received and questions discussed both by phone and email.

It should be noted that any fees or expenses not covered by the applicant will need to be covered by the remainder of the tax base of Kearney.

Prepared by: Cindy Filmore, Deputy Clerk

Staff Report

Staff Report No. SR-2023-44
Date: October 19, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Nicole Gourlay, Clerk – Administrator (C-A)
Subject: Hazardous Trees on southwest property line at Fire Hall

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Recommendation:
That Council approve this report and direct Staff to obtain three quotes to remove trees and revegetate along the south west property line at the Fire Hall.

Background:
After coming on board, it was brought to my attention by members of Council that a neighbouring property owner to the southwest of the Fire Hall had brought to Staff attention that the trees along the property line were hazardous and starting to die. The property owner had an arborist out to look at the trees and obtained a quote regarding their removal. Staff have since verified the property line location which shows that close to 90% of the trees are on municipal property. Staff have also spoken to the arborist that has visited the property to confirm that most of them are in fact hazardous and beginning to die. This would mean that any large wind could cause damage to the Fire Hall or the residential property. The abutting landowner has offered to assist in the cost of the tree removal once up to a maximum of $4000.00. As per the Town's procurement by-law, we are required to obtain three-quotes (which were not available at the time of writing this report) to provide this service.

Financial Implications:
The financial implications of the work are not completely known at this time, but this cost was not included in the 2023 Town of Kearney budget. Therefore, the funds will either be required to come out of working reserves or through a variance in the operating budget.

Conclusion:
Staff would like to ensure that not only are the hazardous trees being looked at, but also the stumps as they will also cause a hazard on municipal property. While the need to address these hazardous trees is immediately, they have been there a long time and add to the natural heritage of our Town. Therefore, Staff would like to have other trees planted in their place to embrace the natural heritage of our Town as well as maintain the look of the water front area.

Prepared by: Nicole Gourlay, Clerk-Administrator

Staff Report

Staff Report No. SR-2023-45
Date: October 19, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Nicole Gourlay, Clerk – Administrator (C-A)
Subject: Engineer of Record Update

Recommendation:
That Council accept this report and continue with Tatham Engineering's current contract as our Engineer of Record at least until April 2024 and direct Staff to bring back a policy on utilizing peer-review Engineering Services for future infrastructure projects.

Background:
At the January 11th Council meeting, Council authorized Staff to issue an RFP for Engineer of Record Services. At the February 2nd regular meeting of Council Staff provided a recommendation of Tatham Engineering as only one RFP response had been obtained at the time of closing. At the February 2nd meeting of Council, Council chose to defer the resolution to accept Tatham Engineering's Proposal in order to extend the deadline in hopes of obtaining more proposals for services. At the April 6th meeting of Council, there were still no more proposals obtained for the RFP Engineer of Record (RFP 2023-01). Therefore, Council accepted the proposal received by Tatham Engineering and Staff provided a recommendation report through SR-2023-014. On August 3rd, Council entered into an agreement with Tatham Engineering for their services as outlined in Tatham's RFP response which was provided to Council on February 2nd, 2023, and April 6th 2023. Staff have been utilizing Tatham Engineering to move business of the Town forward specifically in the infrastructure projects that were put on the books for the 2023 year during the budget process. The gazebo, the sand lake boat ramp, clam lake road, and sucker creek bridge projects to name a few. Tatham Engineering then presented to Council at the September 7th meeting of Council on options for the Clam Lake Road project as well as the process forward for the Sand Lake Boat Ramp. It was Staff and Tatham's understanding that their role with the Town was to act as the Town's Engineer of Record in designing infrastructure projects and acting in the best interests of Town as their client.

It was brought to Staff's attention before the Thanksgiving weekend, that this type of Engineer of Record Services was not what Council wanted and it was to be more of a peer-review Engineer of Record service. The RFP that was issued and the proposal that was accepted was to allow Tatham Engineering to design and act as project manager on the site (which would also be overseen by Town Staff). Staff immediately engaged Tatham Engineering to better understand what their thoughts were on a possible change in scope of work. The following was written to the C-A by Tatham Engineering in response to our phone discussion on October 10th 2023:

"Our core values include fostering relationships built on trust and enhancing the communities in which we live and work, and we will be pleased to work with the Town to resolve the scope of our assignment.

We understand the Town now wishes our scope to include, or be limited to, the following:

- *Work with Town staff to identify priority capital improvement projects;*
- *Prepare detailed scopes of work for the selected capital improvements and Requests for Proposals (RFP) to be issued by the Town for Consulting Engineering Services;*
- *Administer the RFP process including responding to requests for information or clarification, review proposal submissions and make recommendations for award of engineering assignments to the Town;*

- *Complete engineering peer reviews of capital projects or private developments at key submission points.*
- *Complete independent reviews of capital projects and private developments during construction to monitor progress and ensure the Town's interests are being upheld.*
- *Assist the Town with capital project planning, budgeting and forecasting.*

For the new role/scope Tatham would still be required to forego all private engineering assignments within the Town.

We believe we can continue to provide value to the Town through the revised scope of work and look forward to discussing further when you are available."

As mentioned above in my comments, Staff and Council had already engaged and approved processes forward in four projects with Tatham Engineering. I asked that Tatham give an outline of these projects, where we are on them and the financial and/or time considerations should we transition Tatham's services to that of a Peer Review nature. This is the response that was provided by Tatham Engineering regarding the four projects:

*"**223527-01 – Main Street Bridge***

Our currently approved scope of work is to complete the necessary background studies and engineering review to confirm the Municipal Class Environmental Assessment project schedule required for the replacement of the existing bridge and most appropriate replacement bridge. The following is underway or complete:

- *Subconsultants have been retained including ASI (Archeological), Green (Geotechnical) and MNAL (natural Environment);*
- *Topographic survey has been completed;*
- *Base plan is prepared;*
- *Green geotechnical had field work scheduled for October 5 and 6, 2023. Geotechnical recommendations/report is outstanding;*
- *ASI work has been started since they were aiming to complete their review by end of October 2023. Archeological report is outstanding;*
- *MNAL work is underway. Natural environment report is outstanding;*
- *Preliminary Hydrology and Hydraulics are underway, and,*
- *Tatham is to review the subconsultant reports and prepare a letter report recommending schedule of environmental assessment required. This step has not yet been started pending receipt of subconsultant recommendations.*

We do not recommend altering the scope of the current assignment at this time. Upon completion of the currently approved scope of work we will be able to confirm the Class EA Schedule to be followed and accurately define the scope of work for the next steps and enable the preparation of a Request for Proposal to complete detailed design, tendering and construction inspection/contract administration by another consulting engineer. The RFP would include a detailed scope of work, confirm Class EA Schedule to be followed, provide background study information and reduce the overall design schedules and cost of the next steps. We have not yet spoken to our subconsultants on the costs expended to date. Completing the background studies is necessary regardless of who is ultimately tasked with completing detailed design and it would not be cost effective to the Town to cancel this process at this point. To prepare an RFP, issue it for consultant responses, review the submissions and recommend award at a subsequent Council meeting we recommend the Town consider a 3 month delay in the project schedule.

223527-02 – Clam Lake Road

Our preliminary design phase of this assignment is complete and Council has provided direction to proceed with Alternative 3 and we have completed the following:

- *Preliminary Design Report was submitted and presented to Council in September. Council selected Alternative 3 for advancement;*
- *Tatham is confirming design fees for the selected alternative and obtaining proposals for geotechnical and natural environment studies. Geotechnical proposal is in hand;*
- *The Natural Environment subconsultant was directed to complete the natural environment review for Clam Lake when on site for the other two projects to reduce costs overall and ensure a timely completion. We will need to check with our subconsultant to confirm if any expenses have been incurred to date;*
- *The topographic survey has been completed*
- *Tatham has commenced work on detailed design drawing preparation to reduce delays while awaiting confirmation of subconsultant costs. Approximately $5,500 in fees are being held pending formal approval of the detailed design fee proposal.*

We are at a point where this assignment could be stopped and an RFP issued with the detailed scope of work, topographic survey and potentially, the background geotechnical and natural environment studies provided to the successful respondent. However, as noted above we have advanced the final design to maintain the Town's schedule. Issuing an RFP for the remaining work will result in a minimum 3 month delay to the project and result in additional fees.

223527-03 – Sand Lake Boat Launch

We have completed a preliminary review of options for relocation or reconstruction at the current location and recommended the Town proceed with reconstruction at the present location. Our recommendation was accepted by Council and we have started final design of the replacement boat launch.

- *We have engaged MNAL (natural Environment);*
- *We have completed existing site measurements and water depth soundings;*
- *We have prepared a base plan and existing conditions profile*
- *We have started work reviewing typical conditions during the spring melt, prevailing winds, fetch and potential for future recurring ice damage.*

We do not recommend this project be stopped at this time. The current project schedule has construction being completed during the summer of 2024 when the in-water work window opens in mid July pending receipt of approvals. The 3 month delay to the design stage as a result of issuing an RFP will adversely impact the construction schedule due to the delays in applying for approvals. While DFO approval process is generally a few months long, our recent experience with the MNRF review process suggests a minimum of 6 months should be anticipated with a potential for significantly longer delays.

223527-04 – Gazebo Review

We are not currently advancing any design tasks on this assignment and are awaiting direction from the Town."

Based on the correspondence received from Tatham Engineering on this change, it does not seem as though they are wanting to hold the Town accountable to the contract that was signed. They are willing to transition to the peer-review Engineering services should that be what Council would like to see.

Staff would like to propose an alternative to transitioning Tatham to a Peer-Review Contract, as we believe that the time and money the Town has invested into these three big projects is significant and Staff does not want to see them delayed any further or cost anymore. Staff is aware and agrees with Council's concern regarding an engineering firm being the only group checking the progress throughout a large infrastructure project. One alternative that Council could look at doing, is maintaining Tatham's current contract and issuing an RFP for a

Peer-Review Engineering Company to be on contract or requesting quotations on a case-by-case basis for this service. Therefore, Council could determine at the beginning of the project, if it felt that a Peer-Review was necessary for a specific project. Such as the Sand Lake Boat Ramp, due to the issues the Town has had in the past with the construction of the previous ramp that did not hold up. Council could also ask Tatham Engineering on specific projects to write a Tender document as a design build and that would allow Tatham to be the Peer- Review Engineering firm on the project.

Also, as Tatham indicates above, they are only able to comment on specific things or provide services for specific things if they are the Town's peer-review Engineering contractor. They would set out a timeline that would allow the Town to know when and what they will be checking, but they will not be out there every single day with the contractor and the design engineer. This format will also inherently cost the Town more for each single project since they will be paying an engineering firm to be checking the work of another engineering firm. While this may assist the Town in avoiding costs on the outset with issues, the costs could become more than what is worth it for the specific project. Therefore, it may be good for Council to set a threshold of a specified amount in a policy whereby Staff would know if the project were estimated to be over the threshold, Staff would engage a peer-review engineer for that specific project. Then, if Council was to request a peer review on any project due to a specified reasoning, the Town always could go over and above the requirements of the policy. This process may assist in alleviating some of the concerns Council has with the current contract for Engineer of Record as it stands.

Financial Implications:
The financial implications are not entirely known as Tatham has stated above, they really do not recommend stopping all these projects as the Town would be required to pay for all their work to date as well as the sub - consultants work to date. This information or research etc. that has been obtained cannot be used by another firm and therefore, would have to be completed again. The other implication would be the time implication, specifically with the Clam Lake Road project and Sand Lake Boat Ramp project. The delays could put us well into the fall/winter of next year or longer, depending on availability of sub-consultants and engineering firms.

Conclusion:
As mentioned previously, Staff believe that altering the current contract with Tatham at this time would be both financially straining and difficult from a time-frame perspective to complete them next year. Staff also want to ensure that the Town is protected when investing so much municipal funds into infrastructure projects and agree that in certain circumstances, it would make sense to have a peer-review completed of engineering services on specific projects. This is similar to what we do in planning applications, specifically when there are significant habitats or larger septic systems being reviewed as part of an application. This typically occurs during intensification of use on properties. Therefore, Staff believe that the best way forward would be to request quotations from engineering firms on peer-review services for both the Sand Lake Boat Ramp and Clam Lake Road Projects to allow Tatham to continue with the sub-consultants and reports they have begun. Staff would like to bring a policy to Council that would outline when the Town would engage a peer-review engineering company and a threshold associated.

Prepared by: Nicole Gourlay, Clerk-Administrator

Staff Report

Staff Report No. SR-2023-046
Date: October 19, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Nicole Gourlay, Clerk – Administrator (C-A)
Subject: Recreation Committee Update

Recommendation:
That Council approve this report and direct Staff to negotiate a contract with an exercise instructor and approves the budget of $5000 for exercise classes, $1500 for the Halloween Party and Christmas Begins in Kearney to be offset by the 2023 Recreation Reserves at year end.

Background:
The Recreation Committee had their first committee meeting on October 2nd in the Senior's Lounge. At this meeting, the committee discussed getting formal exercise programming open for the public. Throughout this discussion two local instructors were mentioned, and a committee member was elected to reach out to these two instructors to obtain proposals. The committee has reviewed these two proposals, but with both being so different, the elected committee representative and Staff would like to have the authority to negotiate with a proponent and bring back a draft agreement for Council consideration.

The Committee would like Council to consider paying for the instructor's re-certification in year one, courses to maintain in year 2 and 3 (three-year contract) and insurance for each year. This would mean that the classes would not be cost prohibitive for the instructor to provide four times per week. The Committee will be recommending a fee system for the classes for Council to approve at the November 9th meeting which is believed to recoup almost all the cost that would be associated with running the exercise classes. The recertification alone will cost nearly $1700.00 and can be completed in November, should Council support this approach.

Staff and the Committee worked very hard to get as much information from the proponents as possible prior to the Council meeting but recognized the need for Council to approve a budget allotment for these recreation programming prior to the Committee committing the Town to anything.

Also, the Lion's Club is not hosting the Halloween Party, but has offered to assist the Town in doing so. The Town will need to purchase hot dogs, pop, juice etc. for the event. The Town has also previously put on "Christmas Begins in Kearney" and the Committee would like to have a budget for that event as well.

Financial Implications:
The financial implications of the exercise program are not fully known at this time, but Staff has outlined that $1700 be allotted for re-certification immediately and then we will need to have roughly 5 months' worth of costs to be covered should no one show up, plus the legal costs for creating an agreement. The legal costs should not be too much since Staff can use a template from an old agreement as well. Therefore, Staff believe that a $5,000 budget for exercise classes until April of 2024 would be sufficient.

The total required for both the Halloween Event and Christmas Begins in Kearney would be $1500.00.

With both of these costs being offset by the 2023 road and shore road allowance purchases as they are transferred into a Recreation and Culture Reserve earmarked for events and programming.

Conclusion:
Staff and the Committee representative would like an opportunity to negotiate some terms with the proponent and ensure that this will be a right fit for both parties moving forward before we bring the contract to Council. By approving this budget allotment for the Committee, Council will be providing the Committee and the proponent with an understanding of the terms Council is willing to agree to. It will also allow the Town/Committee to organize and purchase items for the Halloween Party and Christmas Begins in Kearney event that Staff and the Fire Department have already begun planning on.

Prepared by: Nicole Gourlay, Clerk-Administrator

COUNCIL RESOLUTION # _____-23

Date: October 19, 2023

MOVED BY:

- ❑ Beaucage, Keven
- ❑ Pateman, Heather
- ❑ Philip, Cheryl – Mayor
- ❑ Rickward, Michael – Deputy Mayor
- ❑ Sharer, Jill

SECONDED BY:

- ❑ Beaucage, Keven
- ❑ Pateman, Heather
- ❑ Philip, Cheryl - Mayor
- ❑ Rickward, Michael – Deputy Mayor
- ❑ Sharer, Jill

WHEREAS the previously Council has given Staff and Firefighters a Christmas lunch or dinner and a turkey;

AND WHEREAS the C-A would like to have the office closed between Christmas and New Years from Friday December 22nd at noon and reopening Tuesday January 2nd at 8:30am;

AND WHEREAS the C-A recommends the Staff and Firefighters Christmas bonus be a full day paid during the Christmas Holiday Closure instead of a turkey and Christmas lunch/dinner;

THEREFORE BE IT RESOLOVED THAT the Council of the Corporation of the Town of Kearney approves the C-A's recommendation in closing the Municipal Office between noon on December 22nd and January 1st and providing Staff and Firefighters a paid day off during the holiday closure instead of a turkey and Christmas meal.

CARRIED ❑_____ **DEFEATED** ❑ _____

Recorded Vote Requested by: _____

Recorded Vote:	For	Opposed
Beaucage, Keven	❑	❑
Pateman, Heather	❑	❑
Philip, Cheryl – Mayor	❑	❑
Rickward, Michael – Deputy Mayor	❑	❑
Sharer, Jill	❑	❑

DRAFT TEMPLATE – October 10, 2023

LICENCE

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY

(hereinafter called the “Municipality”)

OF THE FIRST PART

- and -

_____

(hereinafter called the “Licensee”)

OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the lands and premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Licensee’s Lands");

AND WHEREAS the Licensee desires to gain access to the Licensee’s Lands via an unopened road allowance under the Municipality’s jurisdiction (the Municipality’s Lands) which is described in Paragraph 2 of Schedule “A”;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct and maintain such driveway on a portion of the Municipality’s Lands in the area described in Paragraph 3 of Schedule “A” (the Licensed Area) subject to the requirement that the Licensee enter into an agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. LICENCE AND PROVISIONS

   The Municipality hereby permits and consents to the Licensee establishing and maintaining a driveway upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule “A” for the purpose of providing access to the lands described in Paragraph 1 of Schedule “A”.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

   The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission hereinbefore granted and/or the exercise by the Licensee of such permission and/or the presence of the driveway or in any matter related thereto.

   The Licensee hereby releases and forever discharges the Municipality, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Municipality performing any municipal work in or upon the Licensed Area which may damage or interfere with the driveway.

3. TERM, FEE AND PROPERTY TAXES

(a) Term - This Licence Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.

(b) Fee - The Licensee shall pay an applicable fee (as established by the Municipality's Fees and Charges By-law) prior to the execution of this agreement

(c) Municipal Taxes - It is a condition of this license agreement that the Licensee shall maintain the property tax account for the Licensee's Lands in good standing. For the purposes of this agreement "in good standing" shall mean that all property taxes imposed upon the Licensee's Land for the then current tax year shall be paid in full no later than DATE of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement.

4. TERMINATION OF AGREEMENT

(a) This Agreement may be terminated by the Municipality:

(1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion, acting reasonably; or

(2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have thirty (30) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.

(b) This Agreement will automatically terminate:

(1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

(2) upon the removal of the driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS ACKNOWLEDGMENT OF LIMITED SERVICE DELIVERY

(a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.

(b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly, the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.

(c) The Licensee acknowledges that the Licensee's Lands do not front on an improved public road and, as such, the receipt and/or delivery of public services to the Licensee's Lands may be limited or restricted, including

but not limited to fire protection services, garbage collection services, school busing, etc.

6. CONSTRUCT, REPAIR AND REMOVAL

(a) In consideration of the permission and consent hereby given , the Licensee:

(1) shall, at its own expense, construct and maintain the driveway within the Licensed Area;

(2) shall not pave or otherwise hard surface the driveway;

(3) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway, including the submission, review and approval of a work plan for the driveway;

(4) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition;

(5) shall, upon termination of this Agreement, forthwith remove the driveway and repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.

(b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor for such purpose and the cost thereof.

(c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain in the Licensed Area in a safe condition, or to repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. LICENCE NON-TRANSFERABLE

The license hereby granted may not be transferred by the Licensee without the prior consent in writing of the Municipality.

8. ERECTION OF WARNING SIGNS

The Licensee shall erect signs at the approach of the unopened road allowance which read as follows:

"THIS UNOPENED ROAD ALLOWANCE HAS NOT BEEN ASSUMED FOR PUBLIC USE BY THE MUNICIPALITY. IT IS PRIVATELY MAINTAINED FOR ACCESS TO ABUTTING LANDS. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

The signage shall be approved by the Municipality before being erected and shall be maintained in good condition by the Licensee.

9. DEPOSITS

(a) The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule “B”, prior to the date of execution of this Agreement by the Municipality.

(b) Without limiting the generality of section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this Licence, exceeds the deposit, the Licensee(s) shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this Agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

(a) Every provision of this Agreement by which the Licensee is obligated in any way shall be deemed to include the words “at the expense of the Licensee” unless the context otherwise requires.

(b) The Licensee shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.

(c) All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made.

(d) In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Licensee and/or carry out on-site inspections of the work performed, the Municipality will advise the Licensee accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Licensee. The Municipality may require a deposit for this purpose.

11. INSURANCE CERTIFICATE AND POLICY

(a) Policy of Insurance - The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder or any use of the Licensed Area.

(b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than $2,000,000.00 inclusive comprehensive general liability and such policy shall contain:

(1) a cross-liability clause;

(2) product/completed operation coverage;

(3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;

(4) shall include the following as an additional insured:

(5) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.

(c) Certificate of Coverage - Any certificate of coverage filed with the Municipality or its solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (1), (2), (3), (4) and (5) above is in effect.

(d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.

(e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

12. NOTICE

For the purpose of this Agreement, notice may be given to the Licensee by prepaid registered mail to the address shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

The Licensee agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Licensee in any such proceedings.

14. GENERAL

(a) Time shall in all respects be of the essence hereof.

(b) No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by the Licensee at any time or times in respect of any terms, conditions, covenants or agreements contained herein shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred or implied by anything done or omitted by the Municipality, save only an express waiver in writing.

(c) This Agreement shall enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

(e) This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

(f) In the event that this Licence is granted to more than one Licensee then the obligations of the Licensees herein shall be joint and several.

SIGNED, SEALED AND DELIVERED BY:
the Municipality this _____ day of _____, 20**.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED BY:
the Licensee this _____ day of _____, 20**.

_____ _____
Witness

_____ _____
Witness

THIS IS SCHEDULE "A" TO THE LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND _____

SCHEDULE "A"

1. Licensee's Lands

(insert description of lands owned by Licensee abutting the area to be licensed)

2. Municipality's Lands

(insert description of Municipality's lands to be licensed)

3. Licensed Area

(insert description of licensed area – could include insertion of sketch/survey/reference plan if available)

THIS IS SCHEDULE "B" TO THE LICENCE BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND _____

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

The Licensee(s) shall, on the dates specified herein, lodge with the Municipality, the following described cash deposits and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Certified Cheque or Bank Draft in the amount or amounts hereinafter set out.

2. CASH DEPOSITS

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Licensee(s) and be due and payable 30 days after demand.

For legal, planning and engineering expenses
and disbursements in connection with this Agreement,
a deposit of $XXXX.XX

Ontario

Catherine Fife
MPP Waterloo

Cheryl Phillip
Mayor of Town of Kearney
8 Main St., P.O. Box 38, Kearney, ON, P0A 1M0

RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022

September 25, 2023

Dear Mayor Phillip,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love**. I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act**. Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

Catherine Fife, Waterloo MPP
Finance & Treasury Board Critic

Constituency Office
100 Regina St. S., Suite 220
Waterloo, ON N2J 4A8
Ph: 519-725-3477| Fax: 519-725-3667
Email: cfife-co@ndp.on.ca

Queen's Park Office
Room 154, Main Legislative Bldg.
Queen's Park, Toronto ON M7A 1A5
Ph: 416-325-6913| Fax: 416-325-6942
Email: cfife-qp@ndp.on.ca

BACKGROUND:

On November 15, 2022, the Till Death Do Us Part Act, passed second reading in the Ontario legislature after being introduced for the third time in September 2022. The bill was then referred to the Ontario Legislature's Social Policy Committee. You can view highlights of the second reading debate here: https://www.youtube.com/watch?v=mYRlgQqDe2k

I have been pushing for the Standing Committee on Social Policy to schedule a time to begin the work of reviewing Bill 21 since November 2022. **Today marks 286 days since the Act passed second reading at the Legislative Assembly of Ontario.** Unfortunately, the Bill has yet to be called to committee.

Bill 21, which was formerly Bill 153 and 95, respectively, had passed second reading and was sent to the Justice Committee in December 2019, but was wiped off the order paper when Premier Ford prorogued the house in 2021. It was reintroduced early 2022 but did not have time to progress before the election.

Since I first introduced this Bill in 2019, the number of people who've reached out to my offices with heartbreaking stories of couples entering long-term care who are torn apart has skyrocketed. Simply put, Ontario seniors deserve dignity in care and should have the right to live with their partner as they age. Of note, Nova Scotia passed similar legislation, titled the Life Partners in Long-Term Care Act in 2021.

Following many meetings with stakeholders, it's clear that "care campuses" which offer different levels of care (independent, assisted living and long-term care) are the progressive model for investing in quality care for Ontario's aging population. Care campuses are an essential element to keeping couples together as they often age at different rates. This level of choice has been brought to my attention as especially important to rural and northern municipal leaders across Ontario. The care campus model for seniors housing that builds different levels of care has unique financial savings that will be critical as we grapple with a rapidly aging province.

We need the Bill to be called to the Standing Committee on Social Policy as soon as possible. We know that couples who are separated across Ontario cannot wait any longer for this legislative change to be made.

Here are the links to recent media coverage of the Till Death Do Us Part Act, which provide more specific insights into the lived experiences of older adults who are separated from their spouses:

- CTV News Kitchener: Ontario seniors separated in long-term care pushing for the right to remain together
- CityNews Kitchener: Waterloo MPP appeals for seniors bill to be brought forward
- Waterloo Region Record: Cambridge senior calls for end to separating couples in long-term care

Constituency Office
100 Regina St. S., Suite 220
Waterloo, ON N2J 4A8
Ph: 519-725-3477 | Fax: 519-725-3667
Email: cfife-co@ndp.on.ca

Queen's Park Office
Room 154, Main Legislative Bldg.
Queen's Park, Toronto ON M7A 1A5
Ph: 416-325-6913 | Fax: 416-325-6942
Email: cfife-qp@ndp.on.ca

Town of Kearney
8 Main St, P.O Box 38 Kearney, Ontario P0A 1M0

Request For Tender

"2023-02 Winter Salt and Sand"

TENDER CLOSING DATE:

October 6th at 10AM

Sealed in an envelope and clearly marked

"TENDER 2023-02 Winter Salt and Sand" and addressed to:
Nicole Gourlay, 8 Main St, P.O Box 38, Kearney ON, P0A 1M0

TENDER OPENING DATE:

October 6th at 10:05AM

TENDER FOR: Winter Salt and Sand for 2023/2024 and 2024/2025 supply, screening, mixing, and stockpiling of winter sand/salt

This complete tender package must be submitted in a sealed envelope and clearly marked "TENDER 2023-02 Winter Salt and Sand".

Lowest or any tender not necessarily accepted

General Information

1. All inquiries concerning the tender, prior to the tender closing shall be directed to:

   Nicole Gourlay, Clerk Administrator
   Email: nicole.gourlay@townofkearney.ca
   8 Main St, P.O Box 38
   Kearney, Ontario
   P0A 1M0

2. The Contractor shall contact the above designated municipal employee for any matters related to the bidding process. The Town of Kearney is not liable for any or all information the contractor receives from any municipal employee and/or Council members that are not listed in this proposal as a point of contact.

3. All hard copy proposals must be signed, sealed in an envelope, and marked with the Bidder's name, project name and received by: The Town of Kearney, 8 Main St, P.O. Box 38, Kearney ON, P0A 1M0.

4. Contractors may amend their tender at any time prior to the closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post tender closure. A tender may be voided by superseding it with a later tender or letter of withdrawal prior to the closing date and time.

5. Any tenders received after the closing date and time will be rejected by the Municipality. Any unsigned proposals will also be deemed unacceptable and will be rejected. Electronic submissions will also be accepted; however, they will not be reviewed until the proposal opening date.

6. Notifications of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the Tender Form. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.

Reserved Rights of the Municipality

The Town of Kearney reserves the right to:

- reject any or all proposals in whole or part
- right to cancel the request process and to place a new request for proposals
- make public the names of any or all Bidders and their quoted price

- right, in absolute discretion to accept a tender in which it deems most advantageous to itself
- to negotiate with the two lowest Bidder(s)
- disqualify any proposal or the Bidder whose proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications

Tender Requirements

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

Basis of Rejection of Tender

Tenders not conforming to the following requirements will be disqualified:

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

Terms of Contract

This tender is for the supply, screening and mixing of salt and the cone/stockpiling of winter sand in the Town of Kearney for Winter 2023/2024 and Winter 2024/2025.

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

Quantities for Winter 2023/2024 will be 3000 tonnes and quantities Winter 2024/2025 will be 4000 tonnes (which are subject to +/- 1000 Tonnes) are to be confirmed by April 30th, 2024.

Failure to execute the contract in a competent and timely manner will result in the disqualification of the Bidder from bidding on the Town of Kearney contracts for a period of 2 years.

PAYMENT:

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

MEASUREMENT:

Quantities must be Tonne measurements only.

SCHEDULING OF DELIVERY:

The screening, mixing and cone/stockpiling must commence by:

2023 – November 30, 2023

2024 – October 1, 2024

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

If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the Municipality a sum of $1,000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

MIXING:

To be completed by the Contractor

LIABILITY INSURANCE:

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Town of Kearney Representative, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least $2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to,

or death of, one or more persons and loss of, or damage to, property and such policy shall name the Town of Kearney as an additional insured there under and shall protect the Town of Kearney against all claims for all damage or injury including death to any person or persons and for damage to any property of the Town of Kearney or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Town of Kearney before the work is started.

MATERIALS:

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

LOCATION:

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

QUANTITIES:

Winter 2023/2024 - 3000 TONNES

Item No.	Item Description	Unit		Quantity	Unit Price Supply & Delivery Mechanical Mix	PST	Total
1	Supply, Screen & Stockpile Sand/Salt	Tonne		3000	9.75		29,250
2	Trucking to Municipal Sand/Salt at 149 King William St	Tonne		3000	6.75		20,250
						Estimated Proposal	49,500
						H.S.T.	6,435
						Total Estimated Proposal	55,935

Winter 2024/2025 - 4000 TONNES

Item No.	Item Description	Unit		Quantity	Unit Price Supply & Delivery Mechanical Mix	PST	Total
1	Supply, Screen & Stockpile Sand/Salt	Tonne		4000	10.75		43,000
2	Trucking to Municipal Sand/Salt at 149 King William St	Tonne		4000	7.00		28,000
						Estimated Proposal	71,000.00
						H.S.T.	9,230.00
						Total Estimated Proposal	80,230.00

Contractors Statement

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

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

The Contractor herewith confirms that a tender deposit of 10% or more of the estimated total is attached to this tender in the amount of $5,593.50, by certified cheque or Bank draft. This deposit will be returned when the holdback of

payment exceeds the deposit amount. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Town of Kearney if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender. Invoice must be submitted to the Town of Kearney thirty (30) calendar days from completion of work

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

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

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: Nov 30, 2023 & Oct 1, 2024.

Name of Individual or Firm

(hereinafter referred to as the "Contractor")
A. MiRon Topsoil Ltd

Address:
999932 Hwy 11

Thornloe, ON P0J 1S0

Signature of Person Signing for Firm:

Date:
09/28/23

Office of Person Signing for Firm:
President

Witness or Firm Seal:

Welcome to our October 2023 Newsletter



Included in this issue:

- Note to Lake Partners Program Volunteers
- Why Do Lakes Turn Over Each Fall & Spring?
- Wild Bee Populations are Declining - Save the Bee's !
- Santa Ski Show – Saturday November 4, 2023

Note to Lake Partners Program Volunteers

Stan would like to get a copy of your Secchi Disk readings that they send to the Lake Partners Program in Dorset this fall. Please either email them to Stan, or he would be happy to pick them up. Thanks!

Why Do Lakes Turn Over Each Fall and Spring?

Each spring and fall, our lakes experience seasonal changes that are important to the health of their aquatic life.

This seasonal change, called turnover, causes the water at the top and bottom of lakes to mix. Water has different densities at different temperatures. In the summer and winter, the water forms into layers, with warmer water, which is less dense, floating atop a layer of cooler, more dense water in the summer. The opposite happens in the winter. The oxygen in the lake stays with the warm water, at the top of the lake in the summer and at the bottom in the winter.

As seasons change, the temperature of the water at the lake's surface begins to change. In the spring, changes in sunlight intensity warms the top layer of water. Eventually, the water temperature at the top and bottom of the lake equalizes. When this happens, the lake is said to turn over because oxygen from the top and bottom of the lake mix, and nutrients trapped at the lake bottom are released, freely moving about the lake.

A similar process happens in the fall in deeper lakes. As the lakes cool, the water temperature at the lake's surface and bottom equalizes and the lakes turn over the oxygen and nutrients in the water, allowing everything to become mixed before again settling into layers.

Lake turnover is vital to lake health because of how it affects oxygen levels. There is more oxygen in the water in the top layer of a lake because bacteria living at the bottom of lake consume the oxygen. If turnover didn't happen, suitable habitat at the bottom of these lakes would decline over time as the oxygen was consumed. The yearly cycle of turnover keeps lake habitats healthy for fish and other aquatic species

Casual observers might not notice lakes turning over in the spring and fall, but there are sometimes noticeable signs. Lakes can sometimes have an unpleasant smell during turnover, as the nutrients trapped at the bottom of the lake begin to circulate. The mucky decomposing organic matter at the bottom of the lake can also be churned up, making the water look a little dirty.

Source: www.reconnectwithnature.org

Wild Bee Populations are Declining - Save the Bee's !

By Stan Walker



Recently, when passing by a section of my wife's flower garden, I stopped to marvel at the number of different pollinators working the late season blooms. A recent article on the consequences of poorly defining the problem impacting bees and its possible solutions came to mind.

Yes, the world's ***wild*** pollinator populations are in decline, but unfortunately the commercial ***honey bee*** segment got most of the attention. For over a decade, commercial bee keepers have been experiencing loss of entire hives of bees! – They just disappeared – and the phenomenon is called *Colony Collapse Disorder*. Research is ongoing and the causes are still not well understood. Pesticides, parasites, climate change and the stresses on the thousands of hives of large beekeeping operations, especially when they are trucked around the country to pollinate crops, are all suspects. However, while it is expensive, commercial beekeepers are quite adept at replacing colonies that die.

Unfortunately, the reaction to the "Save the Bees" campaign by the well-meaning public and corporations that wanted to be seen as being "Green" was to create more honey bee hives. Just in the last decade the number of hives has increased by 26%. So now there is a genuine ecological challenge – these extra honey bees now push out the other wild pollinators in an area which harms biodiversity, and the plants that require different types of pollinators. The wild pollinators also are killed by pesticides, disease and the changing climate.

What can we do? We can plant gardens that have a variety of plants and flowers that bloom from early spring to late fall. Gardeners should do their best to limit the causes of climate change and stop using pesticides and herbicides on residential properties for cosmetic reasons. Encourage your neighbours to do the same, so that you can start to create an "island" or safe zone for birds and beneficial insects. If you do have an insect infestation in your garden, look for natural solutions. It may take a couple of years but you will notice that toads, frogs and beneficial insects will return and together with the bird population, they will help keep your garden in balance. They also work for free! Many of the wild pollinators overwinter in nests in cavities in trees or beneath the bark on trees, or in the ground. If your area is more urban and doesn't have that type of environment, you can purchase or make solitary bee nests to encourage them to remain in the area– examples are pictured to the right. There are lots of fascinating and informative sites online to learn more; www.buzzaboutbees.net is a great place to start.



Resolve now to learn and do more to help these special creatures survive and flourish.

Santa Ski Show – Saturday November 4, 2023, 1:00 p.m., Mirror Bay
The Annual Charity Waterski Show in Support of the Kearney Lions Club Food Drive



Mark your calendars !! Santa Claus & his waterskiing elves are back in Kearney for the 7th Santa Claus Charity Ski Show on November 4th.

With your support, we can make this the biggest, best year yet!

Donations can be made via e-transfer to santaskishow@gmail.com



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All the best to all of you from KWEF. Please remember to take good care of our lakes!

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2023-XX

Being a By-law to Authorize the Execution of a Consent Agreement Between The Corporation of the Town of Kearney and Steven Cicchillo & Lee-Anne Liat Cicchillo

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

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

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

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into a consent agreement with Steven Cicchillo & Lea-Anne Liat Cicchillo;

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

1. That the Corporation of the Town of Kearney enter into a consent agreement substantially in the format attached hereto as "this Agreement".

2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.

3. That this agreement be registered on title.

4. That this By-law come into effect upon the date of signing.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 19th day of October, 2023.

THE CORPORATION OF THE TOWN OF KEARNEY

_____

Mayor

_____

Clerk