

# TOWN OF KEARNEY

## AGENDA – AMENDED Thursday May 9, 2024

REGULAR COUNCIL MEETING  
Council Chambers  
Thursday May 9, 2024 – 6:00 p.m.

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*A Moment of Silence may be observed if 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	Resolution Report	Pg.3
5.2	April 18, 2024 Council Meeting Minutes	Pg.4
5.3	Payment Register	Pg.10
5.4	Transfer Station Activity Report	Pg.14

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

**7. Items for Discussion**

7.1	DRAFT Trailer By-law – Correspondence received	Pg.15
7.2	DRAFT Adopt the 2024 Budget By-law	Pg.23
7.3	Regatta Resolution – Swag/Memorabilia Purchase	Pg.48
7.4	Hazardous Waste Day 2024	Pg.53
7.5	SR 2024-35 MNR – Air Muskoka	Pg.54
7.6	DRAFT Sale of Land By-law	Pg.62
7.7	DPSMA Spring Meeting Agenda and Registration	Pg.71
7.8	SR 2024-36 Transfer Station Hours	Pg.74
7.9	SR 2024-37 - Re-zoning By-law Update	Pg.77
7.10	DRAFT Resolution Regarding Public Works Tender	Pg.78
7.11	DRAFT Tax Ratio and Tax Rates By-law	Pg.110
7.12	By-law to Appoint Temporary CAO	Pg. 124

**8. Other Business**

## **9. Correspondence for Information**

- 9.1 DPSSAB CAO Report Pg.127
- 9.2 Support Resolution Huron Shores Urging the  
Government to Promptly Resume Assessment Cycle Pg.149

## **10. Bylaws**

- 10.1 **Appoint Temporary CAO**
- 10.2 Adopt 2024 Budget By-law
- 10.3 Tax Ratio and Tax Rate By-law
- 10.4 Sale of Land By-law

## **11. 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.]*

## **12. Closed Session**

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

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

## **13. Confirming Bylaw**

## **14. Adjournment**

Date of Counc	Res. No.	Wording	Task	Staff/Mgr	In Progress	Completec	Current
Jan 11/24	2024-15	Waterhouse to help with Treasurer search	search for treasurer	Nicole	o		interviewees to be determined
Jan 18/24	2024-20	GPS tracking system in vehicles	get tracking system installed	Paul		v	
Feb 1/24	2024-39	Road Policy/Speed change	518 & other roads	Paul		v	
Feb 15/24	2024-49	Fire Pro	Software	Paul S		v	
Mar 7/24	2024-75	Policy re waiving fees	policy	Nicole			May 9th
April 18/24	2024-114	AMPS - bring back revised	Revise to include applicable by-laws	Nicole/Cindy/Jason			28-May
April 18/24	2024-115	Overview Report re Fire Trucks - deem surplus	Determine how to sell/liist/sell	Nicole/Stefanie/Paul S	o		listing
April 18/24	2024-116	Restrict vehicles on Whites Farm Trails	Fix/secure gates, check trails	Paul A	o		checking trails
April 18/24	2024-117	Receive 2024 Staff Q1 Activity Reports	Staff to continue to provide reports	Staff/Mgr	o		staff tracking
April 18/24	2024-118	Approve Membership NOW Caucus	Submit membership applications & \$	Nicole/Leslie	o		in process
April 18/24	2024-119	Receive AHHC Contribution Spreadsheet	For Council Discussion & Review	Council		v	
April 18/24	2024-120	Appoint Council Property Standards Committee	Advertise for PSC members	Nicole/Stefanie	o		in process
April 18/24	2024-121	DEFEATED - Close Office during Lunch					
April 18/24	2024-122	Bring Back Report re Keep Office Open	Report re Staff Safety/Regulations	Nicole	o		in process
April 18/24	2024-123	Appoint Area Fire Committee	advise members of meeting/connect	Nicole	o		in process
April 18/24	2024-124	Staff complete work Clam Lake Road	Staff to complete work Clam Lake	Paul A	o		TBD
April 18/24	2024-125	Office Closure - April 24 - Staff work from home	Office Staff work from home	Nicole/Leslie/Cindy/Stef/Matt		v	
April 18/24	2024-126	Support Final Budget Documents - 6% tax	Bring to May 9/24	Nicole			see agenda
April 18/24	2024-127	Draft Sale of Land By-law	Bring to May 9/24 - update by-law	Nicole/Cindy			see agenda

# The Corporation of the Town of Kearney

## REGULAR COUNCIL MEETING MINUTES

Council Chambers

Thursday, April 18, 2024 – 6:00 p.m.

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### Council Members Present:

Mayor: Cheryl Philip  
Deputy Mayor: Michael Rickward

Councillors: Keven Beaucage, Heather Pateman and  
Jill Sharer

### Staff Present:

Nicole Gourlay, Clerk Administrator (C-A)  
Paul Audette, Public Works Superintendent (PWS)  
Paul Schaefer, Fire Chief (FC)  
Jason Newman, Senior By-law Enforcement Officer  
(Sr.BLEO)  
Bryan Austin, By-law Enforcement Officer (BLEO)  
Cindy Filmore, Deputy Clerk (DC)  
The PWS, FC, Sr. BLEO, BLEO and DC stayed for their  
respective sections and C-A was present for the entirety of  
the meeting.

1. **Call the Meeting to Order** – the meeting was called to order at 6:00 pm
2. **Approval of Agenda**  
Resolution 2024-112  
Moved By: Deputy Mayor Rickward, Seconded by: Councillor Beaucage  
BE IT RESOLVED that the Agenda of the Regular Council Meeting of the Corporation of  
the Town of Kearney of April 18, 2024 agenda, be adopted as circulated.  
CARRIED
3. **Disclosure of Interest**  
None noted
4. **Delegations/Presentations - Nil**  
  
**Public Meeting – Shore/Road Closures and Purchases**  
No one attended to speak
5. **Consent List**
  - 5.1 March 24, 2024 and March 28, 2024 Council Meeting Minutes
  - 5.2 Payment Register
  - 5.3 Transfer Station Activity Report
  - 5.4 Recreation Committee Minutes February 6, 2024 and March 12, 2024
  - 5.5 Library Board Meeting Minutes March 1, 2024 and March 21, 2024
  - 5.6 AHHC Meeting Minutes April 4, 2024

Resolution 2024-113

Moved by: Councillor Beaucage, Seconded by: Councillor Sharer

BE IT RESOLVED that the Consent List from the Regular Council Meeting of Thursday, April 18, 2024 be accepted and that all Recommendations contained therein be adopted as Resolutions of Council.

CARRIED

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

**7. Items for Discussion**

7.1 Administrative Monetary Penalties Discussion

Senior By-law Officer Jason Newman and By-law Officer Bryan Austin attended to present information on Administrative Monetary Penalties

Resolution 2024-114

Moved by: Deputy Mayor Rickward, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the draft Administrative Monetary Penalties By-law and directs Staff to bring back a revised version to a future meeting.

CARRIED

7.2 Overview Report on Fire Trucks 311 and 314

Resolution 2024-115

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the Overview Report regarding Fire Trucks 311 and 314; AND FURTHER THAT Council now deems Truck 311 as surplus with a minimum bid at \$20,000; AND FURTHER THAT first right of refusal be given to Almaguin Area fire departments

CARRIED

7.3 Staff Q1 Activity Reports

Council reviewed the Q1 Activity Reports

Resolution 2024-116

Moved by: Councillor Sharer, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney deems it necessary to restrict motorized vehicles on White's Farm Walking Trail between April 1<sup>st</sup> – December 1<sup>st</sup> of each year

CARRIED

Resolution 2024-117

Moved by Councillor Sharer, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the 2024 Staff Q1 Activity Reports

CARRIED

7.4 Norther Ontario Women's Caucus Membership

Resolution 2024-118

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the Media Release regarding the Northern Ontario Women's Caucus (NOW) and approves the following personnel: Heather Pateman, Keven Beaucage, Jill Sharer, Nicole Gourlay, Cindy Filmore, Cheryl Philip to register for a membership to the NOW Caucus.

CARRIED

7.5 AHHC – Contribution Spreadsheet for MAHC Local Share portion

Resolution 2024-119

Moved by: Deputy Mayor Rickward, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the AHHC Contribution Spreadsheet for MAHC Local Share portion.

CARRIED

7.6 Appoint Property Standards Committee

Resolution 2024-120

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby appoints Council on an interim basis as members of the Property Standards Committee until such time that a Property Standards Committee can be formed including members of the Public.

CARRIED

7.7 SR 2024-33 Office Hours and Staffing Safety

Resolution 2024-121

Moved by: Councillor Pateman, Seconded by: Councillor Sharer

Be it resolved THAT THE Council of the Corporation of the Town of Kearney hereby receives SR 2024-33; AND FURTHER agrees to close the Municipal Office for a one-hour lunch break for all Office Staff between 12pm – 1pm daily

DEFEATED

Resolution 2024-122

Moved by: Deputy Mayor Rickward, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to bring further information regarding how Staff could keep the office open safely during lunch hours.

CARRIED

7.8 Appoint a Member to the Area Fire Committee

Resolution 2024-123

Moved by: Deputy Mayor Rickward, Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby appoints Heather Pateman and Michael Rickward as the Town of Kearney's representative to the Area Fire Committee

CARRIED

7.9 SR 2024-34 Clam Lake Road

Resolution 2024-124

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR 2024-34 regarding the Clam Lake Road Update; AND FURTHER that Council accepts Staff's recommendation to have Municipal Staff complete construction on the 1km stretch of Clam Lake Road.

CARRIED

7.10 Municipal Office Closure April 24<sup>th</sup> 2024 for New Generator Connection

Resolution 2024-125

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that Council of the Corporation of the Town of Kearney receives notice of the Municipal Building Closure on April 24, 2024 for generator work to be completed; AND FURTHER that Office Staff will be required to work from home that day.

CARRIED

7.11 2024 Final Budget Documents

Resolution 2024-126

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the 2024 Final Budget Documents with a tax rate at a maximum of 6%; AND FURTHER THAT Council directs Staff to post notice that Council intends to pass the budget at the May 9<sup>th</sup> meeting of Council.

CARRIED

7.12 DRAFT Sale of Land By-law

Resolution 2024-127

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the Draft Sale of Land By-law with the discussed amendments.

CARRIED

**8. Other Business**

**9. Correspondence for Information**

**10. By-laws**

Resolution 2024-128

Moved by: Councillor Beaucage, Seconded by: Councillor Sharer

BE IT RESOLVED that the following by-laws be read a first, second and third time, be passed by the Council of the Corporation of the Town of Kearney, signed by the Mayor and Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book:

10.1 By-law 2024-12 Being a By-law to amend Zoning By-law 2022-20 – 81 Stoneway Rd (Mosmann)

10.2 By-law 2024-13 Being a By-law to Close and Sell Shore Road Allowance Lot 6, Concession 7, Township of Bethune, now Town of Kearney, District of Parry Sound, designated as Part 2, Plan 42R-12584 (Alexanian)

10.3 By-law 2024-14 Being a By-law to Close and Sell Shore Road Allowance – 36 Beaver Lake Lane (Smith/Hayes)

10.4 By-law 2024-15 Being a By-law to Close and Sell Shore Road Allowance- 325 West Bay Road (Walker/Welland)

10.5 By-law 2024-16 Being a By-law to Close and Sell Original Road Allowance – 49 Gray Jay Lane (Armstrong)

CARRIED

**11. Talk to the Mayor**

**12. Closed Session**

Resolution 2024-129

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 9:24pm under Section 239(2) of the Municipal Act, under the following subsections:

(b) Personal Matters about an Identifiable Individual

(d) Labour Relations or Employee Negotiations

CARRIED

*During the Closed Meeting, Council determined the need to extend the meeting past curfew*

Resolution 2024-130

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 10:14pm

CARRIED

**13. Confirming By-law**

Resolution 2024-131

Moved by: Councillor Beaucage, Seconded by: Councillor Pateman

BE IT RESOLVED that By-law 2024-17 being a by-law to Confirm the Proceedings of Regular Meeting of Council on April 18, 2024, be read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book.

CARRIED

**14. Adjournment**

Resolution 2024-132

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

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 10:15pm to meet again at 6 pm on May 9, 2024 in the Council Chambers, Kearney, Ontario

CARRIED

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

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Mayor

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Clerk

DRAFT

# THE CORPORATION OF THE TOWN OF KEARNEY

## BY-LAW # 2024 - XX

### BEING A BY-LAW TO LICENCE TRAILERS IN THE TOWN OF KEARNEY

**WHEREAS** the *Municipal Act*, S.O. 2001 as amended, Section 164 authorizes a municipality to pass By-laws to licence trailers.

**AND WHEREAS** the Town of Kearney Bylaw #2022-20, known as the Comprehensive Zoning By-law Section 3.30.1 and Section 3.30. 2 as amended states:

*Section 3.30.1 Travel trailers, motor homes, campers or recreational vehicles shall be stored in the rear or interior side yard and must meet the yard and setback requirements for an accessory building.*

*ii) A maximum of one (1) travel trailer, motor home or camper may be stored in Residential and Rural Zones. Travel trailers, motor homes and campers may be parked in parking spaces that comply with the provisions of Section 3.18 of this By-law.*

*3.30.2 One (1) travel trailer, motor home or camper may be used in the yard of a Residential or Rural Zone, where the camper meets the required setbacks for an accessory building unless otherwise permitted by special exemption.*

*ii) A travel trailer, motor home or camper parked or stored on a property for more than fourteen (14) days in any calendar year and used for human occupation must have a Camper License issued by the Town of Kearney in compliance with the current Camper Licensing By-law, unless it is located in a Camping Establishment.*

**NOW THEREFORE** the Council for The Corporation of the Town of Kearney REPEALS By-law # 2013-17, and ENACTS the following:

#### **SECTION 1 – TITLE AND APPLICATION**

- 1.1 This By-law shall be cited as the 'Trailer Licence' By-law.
- 1.2 The licencing provisions enacted by this By-law does not apply to:
  - a) Assessed Trailers as defined in Section 2.7
  - b) Trailers located in Trailer Camps, Commercial as defined in Section 2.4
  - c) A Stored Trailer as defined in Section 2.6
  - d) A trailer or park model trailer used during the construction of a dwelling on a lot.
- 1.3 This By-law applies to any trailer, even if the trailer was placed on the property prior to date of enactment of this By-law.

#### **SECTION 2 – DEFINITIONS**

- 2.1 TOWN – means The Corporation of The Town of Kearney and shall be defined as the lands and premises within the corporate limits.
- 2.2 TRAILER – means any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn, is propelled by the motor vehicle or is a self-propelled camping unit and is capable of being used for the living, sleeping, or eating accommodation of any persons. Without limiting the generality of the foregoing includes, a park model trailer, a tent trailer, a camper trailer, a recreational trailer, a fifth wheel, a bus converted into a motor home, a motor home, a truck camper but does not include a mobile home or accessory building, structure or use as defined in the Town of Kearney's Comprehensive Zoning By-law.
- 2.3 TRAILER, PARK MODEL – means a manufactured building under the Ontario Building Code O. Reg. 332/12 Section 9.38 "Park Model Trailers" which has

been designed and constructed in conformance with the standards of CSA-Z241 "Park Model Trailers", and which is used as a recreational vehicle or building that meets the following criteria:

- a) Built on a single chassis mounted on wheels; and
  - b) Designed to facilitate relocation from time to time; and
  - c) Designed as living quarters for seasonal camping which may be connected to utilities necessary for the operation of installed fixtures and appliances; and
  - d) Built with a gross floor area, including lofts, not exceeding 50 square metres (538 sq. ft.) when in the set-up mode; and
  - e) Built with a width greater than 2.6 metres (8.5 feet) in the transit mode.
- 2.4 TRAILER CAMP, COMMERCIAL – means any land in or upon which any trailer or tent is used or intended to be used for human occupation on a temporary or seasonal basis and shall not include mobile homes or park model trailers.
- 2.5 SELF-PROPELLED CAMPING UNIT – means a motor vehicle designed, equipped and used for overnight sleeping accommodation and that includes built-in facilities for sleeping, cooking and refrigeration.
- 2.6 STORED TRAILER – means any MTO plated trailer located on a property for the purpose of storing such trailer.
- 2.7 ASSESSED TRAILER – means any trailer legally located on a property and that is assessed under the *Assessment Act*.
- 2.8 PERMANENT BASIS – means either year-round occupancy or occupancy by persons who do not maintain elsewhere a usual or normal place of residence.
- 2.9 OCCASIONAL USE – means used for temporary accommodations not to exceed 14 days within one year.

### **SECTION 3 – LICENCE AND REGULATIONS**

- 3.1 No person shall use or permit to be used, a trailer, on lands that are not permitted under the current Comprehensive Zoning By-law for the Town, unless such trailer is licenced under this By-law. For clarity, pursuant to Section 1.3 of this By-law, this requirement to obtain a licence applies to trailers which were located on property prior to the date of passage of this By-law.
- 3.2 A licence issued pursuant to this By-law authorizes the use and maintenance of a trailer for temporary accommodations only. The issuance of a licence does not grant the licensee the authority to occupy the trailer on a permanent basis. In furtherance of the foregoing, no person shall occupy or permit to be occupied a trailer during the period commencing December 1st of a calendar year and ending April 30th of the following calendar year.
- 3.3 The issuance of a licence is not intended and shall not be construed as permission or consent by the Town for the holder of the licence to contravene or to fail to observe or comply with any law of Canada, Ontario or any By-law of the Township.
- 3.4 A maximum of one (1) trailer licenced under this By-law is permitted on a single vacant parcel of land. Trailers, Park Model are not permitted on a single vacant parcel of land.
- 3.5 The owner of the property upon which the trailer is to be located shall consent to its placement on the property in writing.

## **SECTION 4 – LICENCE APPLICATION AND FEES**

- 4.1 All applications for such licence shall be made to the Town upon the prescribed form and shall include the submissions referenced therein, including payment of the Licence Fee required, as per the Town's current 'Fee and Charges' By-law.
- 4.2 No licence shall be issued, unless:
- a) the trailer for which such licence is issued is located in compliance with the setback requirements for a dwelling unit as prescribed by the Town's 'Zoning' By-law, for the zone in which it is located.
- 4.3 The Town may issue the following class of licences:
- a) Annual licence – this licence authorizes the placement of the trailer upon a property for a complete calendar year or any portion thereof, and its occupancy between May 1st and November 30th in the calendar year;
  - b) Short-Term Licence – this licence authorizes the placement of the trailer upon the property for a minimum period of one month up to a maximum of three months, between May 1st and November 30th in the calendar year.
- 4.4 Licences shall be displayed in or upon the trailer in a place that can be seen easily from the outside of the trailer.
- 4.5 All Annual Licences expire on December 31st and all Short-Term Licences expire on the date specified in the licence.
- 4.6 No person shall hinder or obstruct the Chief Building Official, Fire Official or By-law Enforcement Officer who are attempting to perform the initial trailer licence inspection or the annual trailer licence inspection of both the interior and the exterior of a licenced trailer.

## **SECTION 5 – ADMINISTRATION AND ENFORCEMENT**

- 5.1 The administration and enforcement of this By-law is delegated to the Clerk, Treasurer, the Chief Building Official and the By-law Officer, or designate for the Town of Kearney. The Clerk or designate shall have the authority to issue permits under this By-law; notwithstanding the foregoing, the Clerk, in his/her discretion, may refer applications to Council.
- 5.2 Any Person who contravenes any provision(s) of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.
- 5.3 Each day that a contravention of this By-law continues may constitute a separate offence.
- 5.4 Every person who provides false information in any application for a licence under this By-law or in an application for a renewal of licence is guilty of an offence.
- 5.5 Where a conviction is entered under this section, in addition to any other remedy or any penalty provided, the court in which the conviction was entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 5.6 If the Town is satisfied that a contravention of this By-law has occurred, the By-law Officer may make an order requiring the person who contravened this By-law or who caused or permitted the contravention or the owner or occupier of the trailer to discontinue the contravening activity.
- 5.7 Any person who fails to comply with an order made under subsection 5.6 is guilty of an offence.

- 5.8 Every contravention of this By-law may be restrained by application at the instance of a taxpayer or of the Municipality in accordance with the provisions of the *Municipal Act*, 2001.
- 5.9 A Town employee, Staff person, agent or contractor hired by the Town, accompanied by any person under his or her direction, may enter onto any land that is used or believed to be used in contravention of this By-law for the purposes set out in subsection 436 (1) of the *Municipal Act*, 2001 and shall have all powers of inspection set out in subsection 436 (2) of the Act.
- 5.10 Any trailers used, maintained or located in contravention of this By-law shall be removed from the lot, at the expense of the owner of the lot. Failure to remove any trailers from a lot within the time prescribed by the By-law Officer may result in the removal of said trailer by the Town, at the expense of the owner of the lot.

**SECTION 6 – REPEAL, VALIDITY AND EFFECTIVE DATE**

- 6.1 If any section, clause or provision of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of the By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.
- 6.2 The Clerk of the Town of Kearney is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
- 6.3 This By-law repeals By-law #2013-17 and any other by-laws that are in contravention of this by-law .
- 6.4 This By-law shall come into effect on the date of the third reading and it being passed.

Read in its entirety, approved, signed  
and the seal of the Corporation affixed  
thereto and finally passed in open  
Council this \_\_ day of  
\_\_\_\_\_ 2024.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE A to BY-LAW # 2024-XX**

**APPLICATION FOR TRAILER LICENCE**

(Complete and attach all information prior to submitting)

(Information noted with an asterisk is optional subject to “Notes” set out below)

**1. Applicant Information**

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

\*Email: \_\_\_\_\_

**Note:** If Applicant is not the registered owner of the property, the Applicant must have the owner’s consent to apply for such licence.

**Note:** A Phone number may be a permanent “land line” or cellular number.

**2. Property Information**

Property Owner: \_\_\_\_\_

Civic Address: \_\_\_\_\_

\*Roll Number: \_\_\_\_\_

\*Proof of Ownership: Attach copy of parcel register or deed.

**Note:** If no civic address has been assigned for this property, one must be applied for prior to submitting this application.

**Note:** If a new entranceway or where substantial changes to an existing entranceway are required or proposed, an ‘Access Permit’ must be applied for and approved, prior to submitting this application.

**Note:** Either the MPAC Roll Number must be included or Proof of Ownership must be attached.

**3. Trailer Information**

Make & Model: \_\_\_\_\_

Serial Number or VIN: \_\_\_\_\_

Please attach four pictures of trailer if already located on the property (One of each side of trailer).

**4. Licence Requested**

Annual

Short Term

If Short Term, No. of Months Requested            1            2            3

(Circle Applicable Number)

**5. Services Information**

Will the trailer be connected to a sewage disposal system that exists on the property?

Yes

No

If yes, please provide the following:

Sewage System Building Permit or Certificate of Approval which indicates that connection of trailer to such system has been approved.

Will a grey water pit be utilized?

Yes

No

Will the site be serviced with an outhouse?

Yes

No

If the trailer is not connected to a holding tank or sewage disposal system, or is not serviced by a grey water pit or outhouse, please provide dumping receipts from an accredited dumping facility.

Will the trailer be directly connected to electrical services?

Yes

No

If yes, please provide the Electrical Safety Authority approval for connection. This requirement only applies if the trailer will have a direct connection to the electricity distribution system (i.e. not an extension cord plugged into an outlet.)

**6. Required Submissions**

Site Plan – a drawing showing the location or proposed location of the trailer in relation to the boundaries of the property and including all existing buildings, sewage systems, wells, and watercourses/waterbodies. Such drawing shall be scaled or, where the property is large, measurements shall be included indicating the distance of the trailer from property boundaries, existing buildings, wells and watercourses/waterbodies.

Proof of Property Ownership – as required under section 2

Pictures - as required under section 3 above.

Permits/Approvals referenced in section 5 above if applicable.

**7. Applicable Fee (as per “Fee and Charges By-law”):**

**8. Methods of payment (Canadian funds only):**

Debit card (Interac), cheque or cash only for in-person applications submitted by the cardholder. Prepaid debit cards are not accepted. If you are applying by mail, a cheque or money order (postal or bank) in the exact amount, payable to The Municipal Corporation of the Town of Kearney.

Applicant Signature and Date:

\_\_\_\_\_

Property Owner Signature and Date:

\_\_\_\_\_

If property owner and applicant are the same, please sign in both locations.

**Town of Kearney**

**Part I Provincial Offences Act**

**By-law 2024-XX: 'Trailer Licence' By-law**

<b>ITEM</b>	<b>COLUMN 1 Short form wording</b>	<b>COLUMN 2 Provision creating or defining offence</b>	<b>COLUMN 3 Set Fine</b>
1.	Permit person to locate trailer on property without a licence	s. 3.1	\$300.00
2.	Fail to vacate trailer from the months of December 1 <sup>st</sup> to April 30 <sup>th</sup>	s. 3.2	\$300.00
3.	Permit more than one (1) trailer on property	s. 3.4	\$300.00
4.	Fail to display licence conspicuously on trailer	s. 4.4	\$300.00
5.	Provide false information on licence application	s. 5.4	\$300.00
6.	Fail to comply with an order	s. 5.7	\$300.00
7.	Obstruct person designated to enforce this By-law	s. 4.6, 5.9	\$300.00

**NOTE:** The penalty provision for the offence listed above is Section 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33.

**From:** Jason

**Sent:** April 30, 2024 2:18 PM

**To:** Stefanie Allen <stefanie.allen@townofkearney.ca>

**Cc:** Nicole Gourlay <nicole.gourlay@townofkearney.ca>

**Subject:** Would like my opinion be heard regarding the Trailer By-Law In Kearney

Dear Kearney Town Council,

I understand that there is a trailer by-law that is up for review. I would like my opinion to be heard and considered. I understand that there is contention with having people live in trailers year round or for long periods of time. With the housing crisis as it is within the Province of Ontario and of course Canada, many have had to resort to staying in and living in trailers long term. This is not a new thing. I also understand that there are inherent concerns associated with living in trailers during winter months. I believe that banning people or creating a by-law preventing that within the town of Kearney will force many to become homeless and that is not realistic. I believe that if someone chooses to live in a trailer long term they should be required to purchase a permit to do so. There could also be made to ensure safety of the residents if there are concerns by requiring a furnace inspection or inspection of your heating source for winter months be provided to the town every year as well as even having the trailer inspected to ensure that it has the appropriate smoke, carbon monoxide and or propane detectors be installed and in working order. I believe that limiting people from having or using trailers as housing is wrong and should not be stopped as even the province itself recognizes that trailers are considered primary residences.

I hope you will take my words into consideration and not limit or prevent people from creating or finding housing solutions in a time where the cost of living has increased substantially since COVID.

Thank you for hearing me out and should you have any questions regarding my stance I encourage you to reach out to me by phone or email.

Regards,

Jason

**Town of Kearney**  
**Account Report - April 9 - 18, 2024**  
Batch: 2024-00032 to 2024-00038

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33698	2024-04-10	6S Graphics	P/W Vehicle Graphics	4,836.40
33699	2024-04-10	Abell Pest Control	P/W & KCC Monthly Pest Control	222.46
33700	2024-04-10	ADR Chambers	Integrity Commissioner Annual Report	339.00
33701	2024-04-10	AMCTO Zone 7	Admin Spring Conference.	225.00
33702	2024-04-10	Township Of Armour	By-law February Expenses/Wages	4,976.95
33703	2024-04-10	Bell Mobility Inc.	P/W Cell Phone/B/D Monthly Data Plan	303.83
33704	2024-04-10	Bell Canada (Internet)	Monthly Internet	180.68
33705	2024-04-10	Bowman Fuels Ltd.	P/W Vehicle Diesel Fills	3,805.57
33706	2024-04-10	Bugelli, Lisa	Fitness Class Instruction Monthly	300.00
33707	2024-04-10	Burk's Falls Building Ctr Ltd	P/W Shop Supplies	1,297.23
33708	2024-04-10	CRA - Receiver General	Payroll Source Deductions Mar 16 - 31	24,198.54
33709	2024-04-10	CGIS Centre	Admin GIS-Tech Service	751.45
33710	2024-04-10	Cupe Local 1813	March Union Dues	951.16
33711	2024-04-10	District Of Parry Sound	Clerk Parliamentary Procedures Training	263.00 x1
33712	2024-04-10	Minister Of Finance (EHT)	Monthly Remittance (Jan-Mar)	5,632.71
33713	2024-04-10	Fetterley's Gas & Convenience	Various Dept Fuel & Expenses	1,031.05
33714	2024-04-10	Fonom-Fed.Of Northern Ont.	Admin & Council Training	1,356.00
33715	2024-04-10	Gilroy's Tire	F/D Vehicle Tire Swap	316.40
33716	2024-04-10	Glen Martin Ltd.	KCC Maintenance Supplies	701.20
33717	2024-04-10	Hydro One Networks Inc.	Monthly Hydro	5,368.77
33718	2024-04-10	Lake Country Office Solutions	Monthly Photocopier/Fibernetics Phone	10,866.55
33719	2024-04-10	LEA-Larocque Elder Architects	KCC Renovations Billing 30	1,889.50
33720	2024-04-10	David McKean	F/D Medical Supplies	200.00
33721	2024-04-10	Moore Propane Ltd.	P/W Propane Furnace Fill	1,084.96
33722	2024-04-10	MPAC-Municipal Property Assmt	2 <sup>nd</sup> Qtrly heavy Payment	14,211.27

**Town of Kearney**  
**Account Report - April 9 - 18, 2024**  
Batch: 2024-00032 to 2024-00038

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
33723	2024-04-10	Muskoka Springs Inc KCC Water Tugs	56.06
33724	2024-04-10	Muskoka Rent-All Huntsville P/w Shop Supplies	1,061.89
33725	2024-04-10	Netspectrum F/D Monthly Internet	74.52
33726	2024-04-10	North Bay/Parry Sound District May levy Payment	2,364.67
33727	2024-04-10	Pioneer Research Corporation P/w Shop Supplies	408.48
33728	2024-04-10	Purolator Inc. Admin Shipping Charges	20.60
33729	2024-04-10	Russell Christie LLP Legal By-law Reviews	1,995.13
33730	2024-04-10	Spectrum Telecom Group Ltd. F/D Peversey Monthly Rental	274.93
33731	2024-04-10	TJB Construction By-law Property Standards - Disposal Bin Rental	915.30
33732	2024-04-10	Transcanada KCC Kitchen Supplies	226.27
33733	<del>2024-04-10</del>	<del>Waste Connections of Canada</del> voided	<del>8,104.93</del>
33734	2024-04-10	Workplace Safety & Ins. Board 1 <sup>st</sup> Qtr payment	9,717.48
33735	2024-04-10	Wurth Canada Ltd P/w Shop Supplies	203.81
33736	2024-04-11	District Of Parry Sound Staff Parliamentary Procedures Training	263.00
33737	2024-04-12	Westside Coin Laundry KCC kiners cleaning	224.59
33738	2024-04-22	Abell Pest Control KCC Monthly Pest Control	162.66
33739	2024-04-22	Annex Pub. & Printing Inc F/D Training materials	317.13
33740	2024-04-22	Bell Mobility Inc. P/w Monthly Cell / B/D Monthly Data Plan	323.77
33741	2024-04-22	Bell Canada Admin & P/w Monthly Phone	624.65
33742	2024-04-22	Bowman Fuels Ltd. F/D Furnace Oil / P/w Vehicle Diesel	4,678.69
33743	2024-04-22	Mike Brown KMS to Kallio (Mar 25)	7.70
33744	2024-04-22	Bryon, Steve KCC Piano Repair	325.00
33745	2024-04-22	Burk's Falls Building Ctr Ltd F/D Water Filtration Supplies	420.96
33746	2024-04-22	Carrier Emergency Vehicles Inc. F/D Truck II Repairs	3,757.25
33747	2024-04-22	Champion Commercial Products P/w Shop Safety Supplies	1,511.17
33748	2024-04-22	Conseil Scolaire Catholique 2 <sup>nd</sup> Qtr levy French Separate S.B.	1,817.70

**Town of Kearney**  
**Account Report - April 9 - 18, 2024**  
Batch: 2024-00032 to 2024-00038

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
33749	2024-04-22	Conseil Scolaire Public 2 <sup>nd</sup> Qtr levy French Public S.B.	709.64
33750	2024-04-22	Darch Fire Inc. F/D Stabilization Strut/High Flow Jet	10,825.40
33751	2024-04-22	Fastenal Canada P/W Shop Supplies	216.14
33752	2024-04-22	Fetterley's Gas & Convenience Various Depts Fuel & Expenses	1,003.49
33753	2024-04-22	Fisher's Regalia F/D Uniforms	103.06
33754	2024-04-22	Fowler Construction P/W HWY 518 Winter Maintenance	2,889.69
33755	2024-04-22	Gourlay, Nicole Reimburse Cell Phone Expenses for Business	150.00
33756	2024-04-22	Grenier, Jason F/D Uniforms	20.00
33757	2024-04-22	Jason Hebblethwaite F/D Chaplain/PTSD Course - shared expense ÷ 5	399.99
33758	2024-04-22	Huntsville Chrysler Dodge Jeep Ram B/D Change Tires	375.69
33759	2024-04-22	Intact Public Entities General Insurance	386.10
33760	2024-04-22	COLLABRIA All depts - Monthly Statements	4,540.00
33761	2024-04-22	Kearney & Area Public Library 1 <sup>st</sup> levy Payment	15,416.00
33762	2024-04-22	Kearney Water Shed Env. Foundation M. Rickward Honourarium Donation # 2/6	950.00
33763	2024-04-22	Kearney Seniors Club Seniors Fair Provide Lunch & Snacks	1,250.00
33764	2024-04-22	K.J.P.M. Inc P/W 2" Minus Gravel (Patton Rd).	488.22
33765	2024-04-22	Linde Canada Inc P/W Compressed oxygen cylinder	246.85
33766	2024-04-22	MacDonald Steel F/D Truck Maintenance	356.97
33767	2024-04-22	Moore Propane Ltd. KCC & F/D Furnace Propane	832.39
33768	2024-04-22	Near North Dist. School Board 2 <sup>nd</sup> Qtr levy English Public S.B.	143,809.18
33769	2024-04-22	Near North Laboratories Inc. KCC & F/D Water Sample Testing	64.00
33770	2024-04-22	Nipissing-Parry Sound Catholic 2 <sup>nd</sup> levy Qtr English Separate S.B.	8,592.47
33771	2024-04-22	Noveltymann F/D Uniforms	369.51
33772	2024-04-22	Novexco Inc Admin Monthly Office Photocopier Fees	403.41
33773	2024-04-22	OMERS Pension Dues March	18,777.74
33774	2024-04-22	Ransome Well Drilling Ltd F/D Water System Supplies	2,815.79

**Town of Kearney**  
**Account Report - April 9 - 18, 2024**  
Batch: 2024-00032 to 2024-00038

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Payment Amount
33775	2024-04-22	Sel Warwick Inc. P/W Calcium Flakes 1000 KG	8,429.80
33776	2024-04-22	Tatham Engineering Ltd Clam hk Rd / Sand Lake boat launch	4,794.39
33777	2024-04-22	Telequip Systems Limited P/W Monthly Radio Usage	276.85
33778	2024-04-22	Telizon Inc Monthly long distance	3.99
33779	2024-04-22	Three Mile Truck P/W Sweeper Repairs	3,262.64
33780	2024-04-22	Toromont Ind. Ltd. P/W backhoe repairs	989.88
33781	2024-04-22	Town Of Parry Sound 2 <sup>nd</sup> Qtr heavy-hand Ambulance	33,523.00
33782	2024-04-22	Trackmatics Inc. Balance owed on chq. 33693/Monthly Monitor	3,160.61
33783	2024-04-22	Valley Blades Limited P/W Grader Repairs	3,133.49
Total Computer Cheque:			398,734.40

Total AP: 398,734.40

Be it resolved that Council has received the 'List of Accounts' report for Cheques #33698 to #33783 in the total amount of \$398,734.40

**TRANSFER STATION REPORT 2024**

Date	Monday curbside p/u	Kearney Traffic	Kearney Tipping Fees \$	Sand Lake Traffic	Sand Lake Tipping Fees \$	Breakdown of Sand Lake Fees
Apr. 9		24		13	220.00	50C/20F/150B
Apr. 12		16		9		
Apr. 13		18		12		
Apr. 14		25		16	150.00	
Apr. 15 <small>Rcpt. 240041-004</small>		29		14	90.00	90C
Apr. 16		14	7.00	8	50.00	7G/50C
Apr. 19		23		9	26.00	
Apr. 20		26		6		
Apr. 21		24		8	150.00	150C
Apr. 22 <small>Rcpt. 240041-004</small>		18	10.00	11	60.00	10C/60F
Scrap Metal Apr 5 <small>Rcpt. 240038-019</small>					145.00	
					-	
						<b>Transfer Fee Report Totals</b>
<b>LINE TOTALS</b>		217	\$ 17.00	106	\$ 891.00	\$ 908.00

**NOTES:**

This report covers 3 weeks from April 9 - 22.

Attendant: Josh Dresser      Report Date: May 2, 2024



**COUNCIL RESOLUTION # 2024- \_\_\_\_\_**

Date: May 9, 2024

MOVED BY:

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

SECONDED BY:

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

**WHEREAS** generally accepted accounting principles for local governments established by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada require municipalities to capitalize and amortize tangible capital assets, and to accrue liabilities related to post-employment and solid waste landfill closure and post-closure expenses;

**AND WHEREAS** Ontario Regulation 284/09 states that a municipality may exclude these expenses from budgeted amounts for which revenue must be raised;

**AND WHEREAS** if excluded, Ontario Regulation 284/09 requires Councils, prior to approving a municipal budget, to adopt a report that shows the impact of fully covering these expenses;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney approves the report entitled "Municipal Act, 2001 Ontario Regulation 284/09, 2024 Budget", attached hereto.

**CARRIED**  \_\_\_\_\_

**DEFEATED**  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

Recorded Vote:	For	Opposed
Beaucage, Keven	<input type="checkbox"/>	<input type="checkbox"/>
Pateman, Heather	<input type="checkbox"/>	<input type="checkbox"/>
Philip, Cheryl – Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Rickward, Michael – Deputy Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Sharer, Jill	<input type="checkbox"/>	<input type="checkbox"/>

**THE CORPORATION OF THE TOWN OF KEARNEY**

**By-law No. 2024-XX**

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**Being a By-law to provide for the  
Adoption of the 2024 Budget**

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WHEREAS the *Municipal Act* Chapter 25 S.O. 2001 Section 290 provides that for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including

- (a) amounts sufficient to pay all debts of the municipality falling due within the year;
- (b) amounts required to be raised for sinking funds or retirement funds; and
- (c) amounts required for any board, commission or other body;

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

1. That Appendix 'A' attached hereto be hereby adopted as the Budget for 2024;
2. That this 2024 Budget may be amended from time to time by a Resolution of Council with appropriate Notice having been given;
3. That this By-law shall come into full force and effect on the date of final passing.

**READ A FIRST AND SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this 9<sup>th</sup> day of May, 2024.

THE CORPORATION OF THE  
TOWN OF KEARNEY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

The Corporation of the Town of Kearney

Budget 2024

*See attached*

DRAFT

	A	B	N	O	P	Q	R	T
1	<b>TOWN OF KEARNEY</b>							
2	<b>2024 Draft Budget</b>							
3	<b>May 9, 2024</b>							
4								
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
6								
7	<b>REVENUES</b>							
8	<b>Net Taxation Revenue</b>							
9	020-001	Tax Levy - Set-up Taxes (includes payments in lieu of taxes 020-003)	4,023,594	4,256,038	4,256,043	<b>4,596,666</b>	340,628	Represents a 6.0% increase over OPTA's adjusted 2023 levy of \$4,336,477. This falls short of the net income from operations target for the year (see row 379), and also results in a decline in net income from operations compared to the 2023 budgeted level.
10	020-001	Tax Levy - Set-up Taxes- area rating	2,663	2,649	2,663	<b>2,649</b>	0	
12	020-002	Supplementary Taxes	13,821	157,631	15,000	<b>15,000</b>	(142,631)	
13	032-060	Property Tax Write-offs	(2,558)	(15,415)	(12,500)	<b>(12,500)</b>	2,915	
14	020-201	Education Levy - English Public	(559,957)	(587,121)	(566,600)	<b>(578,208)</b>	8,913	
15	020-202	Education Levy - French Public	(3,258)	(3,039)	(3,050)	<b>(2,889)</b>	150	Total school board levy and distribution among boards known.
16	020-203	Education Levy - English Separate	(34,644)	(34,481)	(34,508)	<b>(34,395)</b>	86	
17	020-204	Education Levy - French Separate	(7,680)	(7,452)	(7,478)	<b>(7,316)</b>	136	
18		<b>Sub-total</b>	<b>3,431,982</b>	<b>3,768,809</b>	<b>3,649,570</b>	<b>3,979,007</b>	<b>210,198</b>	
19								
20	<b>Operating Grants</b>							
21	021-001	Mun. Support - OMPF	701,900	735,400	735,400	<b>720,600</b>	(14,800)	Per notification.
22	021-006	MMAH Small Rural Municipality unconditional grant	-	-	-	-	-	One-time grant - 2019.
23	021-007	Safe Restart (COVID-19) Funding - operating funding	-	-	-	-	-	
24	021-003	Summer Students Grants	-	-	-	-	-	
25	021-008	FCM Asset Management Grant	-	-	-	-	-	
26	021-023	OPP Detachment Revenue	1,772	1,657	1,540	<b>1,460</b>	(197)	3-year average
27	021-401	Fire Safety Grant	-	-	-	-	-	
28	021-421	Provincial Offences Act Revenue	3,477	5,128	1,000	<b>5,170</b>	42	3 year average
29	021-422	CSPT-prisoner transportation	1,142	1,098	1,109	<b>1,071</b>	(27)	Per notification Feb 7/24.
30	021-423	OCLIF (Cannabis) funding	4,171	3,872	3,289	<b>500</b>	(3,372)	Balance available for qualifying expenditures in 2024 = 3,300. Use for by-law cannabis patrols.
35	021-502	Aggregate Resources Trust	2,923	3,299	3,290	<b>224</b>	(3,075)	Actual 2024.
36	021-504	OMAFRA Capital Asset Management Grant/OCIF Formula Component Grant				<b>13,000</b>	13,000	Apply to costs related to required update of AMP including OSIM inspection and contracted accounting.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
37	021-601	Recycling/Hazardous Waste Grants	79,075	96,350	96,227	83,688	(12,662)	The Kearney catchment area is moving to full producer responsibility in 2025. Expect last blue box payments to be received by Kearney in 2025, based on 2023 Datacall. Budget based on blue box per notification (82,188); electronics (1,500).
38	021-711	Elderly Persons Operating Grant	11,225	12,825	12,825	13,375	550	
39	021-712	Elderly Persons Special Grant	6,741	-	8,738	8,738	8,738	Approved 23/24 grant ending March 31/24.
41	021-724	Senior's Active Living Fair Grant	-	-	-	2,500	2,500	To be used for Active Living Fair in March 2024.
43	021-821	Provincial Water Works Grant	944	106	-	-	(106)	Withdrew from program in 2023.
44	021-901	NOHFC - Intern	-	30,962	30,962	4,038	(26,924)	Balance of Communications and Public Relations coordinator grant.
47		<b>Sub-total</b>	811,753	890,697	894,380	854,364	(36,333)	
48		<b>User Fees</b>						
49	022-321	Tax Certificates	1,950	1,800	2,610	2,260	460	3-year average
50	022-322	Fax & Photocopy Revenue	203	662	200	290	(372)	3-year average
51	022-324	Tax Sale Fees & Proceeds	-	-	-	-	-	Budget depends on number of tax sales expected to be completed in 2024 (currently 12 potential).
52	022-401	Fire Department Miscellaneous Revenue	350	17,185	1,670	6,000	(11,185)	E.g., burning/false alarm fines, MTO response revenue. Increase in 2023 re false alarms at one property, which is not expected to be repeated.
53	022-441	Bldg Dept - Zoning Compliance	2,100	2,461	2,190	2,290	(171)	3-year average
54	022-442	Bldg Dept -Abandoned Permits	5,038	7,347	3,460	5,040	(2,307)	3-year average
55	022-443	Bldg Dept -Special Inspections	400	200	400	470	270	3-year average
56	022-491	911 Civic Number Signs	935	400	840	1,080	680	3-year average
58	022-601	Transfer Station Tipping Fees/Other (scrap metal) Revenue	30,118	36,577	24,910	30,420	(6,157)	3-year average
60	022-811	Kearney Dog Sled Races Revenue	-	25,028	25,027	28,942	3,914	2024 actual.
61	022-812	Regatta/Fireworks Revenue	23,119	22,508	24,000	23,000	492	Based on 2023 actual revenue.
62	022-813	Recreation Programs	2,297	213	750	9,000	8,787	Fitness classes/kid's baseball
63	022-814	Swim Programs	-	-	960	-	-	If offered, program will be contracted.
64	022-821	KCC Revenue	4,868	3,915	4,000	4,000	85	KCC committee revenue re fundraising.
65	022-841	Art Show Revenue	222	8,098	6,000	8,100	2	Based on 2023 actual revenue.
66	022-901	Planning Revenue	13,525	9,600	10,690	12,000	2,400	3-year average
67	027-001	By-Law Enforcement Revenue (fines)	-	-	-	4,000	4,000	YTD as of April 9/24 \$3,545.
68		<b>Sub-total</b>	85,126	135,994	107,707	136,892	898	
69		<b>Licenses/Permits</b>						
70	023-001	Lottery License Revenue	498	2,548	3,000	1,130	(1,418)	3-year average
71	023-002	Trailer Permits Revenue	2,920	2,520	3,000	3,130	610	3-year average
72	023-003	Marriage Licence Revenue	875	125	900	130	5	Based on 2023 actual revenue.
73	023-004	Encroachment Revenue	200	200	200	200	-	Based on 2023 actual revenue.
74	023-401	Fire Permits and Inspection Revenue	6,368	6,958	6,500	6,960	2	Based on 2023 actual revenue.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
75	023-441	Building Permits Revenue	257,060	188,957	187,000	190,310	1,353	3-year average.
76	023-461	Dog Tag Revenue	59	247	200	250	3	Based on 2023 actual revenue.
77	023-501	Entrance Permit Revenue	6,050	1,050	5,080	3,770	2,720	3-year average
78		<b>Sub-total</b>	274,031	202,605	205,880	205,880	3,275	
79		<b>Rental Income</b>						
80	024-821	Community Hall - Gym Rentals	100	602	-	5,000	4,398	
81	024-822	Seniors Lounge	1,065	111	200	1,000	889	Adjusted based on YTD March 20, 2024
83		<b>Sub-total</b>	13,316	713	200	6,000	5,287	
84		<b>Donations</b>						
85	025-001	General Donations (operating portion)	-	1,009	-	-	(1,009)	2023 = donations to kid's baseball.
86	025-501	Scarborough School Board Donation	10,899	11,542	11,542	11,935	393	In recent years, annually increased by CPI. 2023 CPI = 3.4%.
87		<b>Sub-total</b>	10,899	12,552	11,542	11,935	(617)	
88		<b>Interest</b>						
89	026-001	Bank Interest	108,503	214,099	185,000	163,000	(51,099)	KCU rate of 6.2% until end of May; 5.2% thereafter.
90	026-002	Interest On Taxes	35,106	52,112	51,500	58,500	6,388	Budget based on 2023 revenue adjusted for relative 2024 vs 2023 tax arrears opening balances.
91		<b>Sub-total</b>	143,610	266,211	236,500	221,500	(44,711)	
92		<b>Sales and Miscellaneous Revenue</b>						
95	027-811	Centennial Committee Revenue	-	140	20	100	(40)	
96	028-001	Miscellaneous revenue	12,782	28,793	2,700	2,500	(26,293)	Debit card charges, NSF fees, sale of shore road allowance. Shore road allowance sales are not budgeted nor is the equivalent transfer to the recreation and culture reserve. 2023 SRA = 26,515.
97		<b>Sub-total</b>	12,782	28,933	2,720	2,600	(26,333)	
98								
99		<b>TOTAL REVENUES</b>	4,783,498	5,306,513	5,108,499	5,418,178	111,665	
100								
101		<b>EXPENDITURES</b>						
102		<b>GENERAL GOVERNMENT</b>						
103		<b>Council Expenditures</b>						
104	030-001	Council - Honorariums	44,000	49,050	49,050	55,500	6,450	Current council at current rates. Excludes portion of honorarium to be donated to KWEF.
105	030-010	Council EHT & CPP	858	957	960	1,320	363	
106	030-020	Council - Sundry Expenses	2,602	2,348	2,750	4,000	1,652	GoTo meetings, misc purchases, staff appreciation lunch.
107	030-035	Council - Insurance	1,521	1,367	1,367	1,135	(232)	Per final insurance distribution.
108	030-040	Council - Training, Dues & Mileage Expense	1,174	7,511	11,400	7,500	(11)	ROMA. DPSMA, AMO
109	030-050	Council - Donations	1,200	3,435	3,850	6,115	2,680	KWEF (\$5,700) from council honorarium plus 2023 Food Bank (\$415).

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
110		<b>Sub-total</b>	51,354	64,668	69,377	<b>75,570</b>	10,902	
111		<b>Election Costs</b>						
112	031-020	Election Expenses	18,973	2,449	2,304	<b>2,450</b>	1	DataFix/Voterview annual cost (resolution 8-23) plus Cda Post bulk return mail fee.
113		<b>Sub-total</b>	18,973	2,449	2,304	<b>2,450</b>	1	
114		<b>Administration wages and benefits</b>						
115	032-001	Administration wages and benefits	332,782	410,851	459,000	<b>556,000</b>	145,149	Existing staff plus full-time treasurer and admin assistant commencing June.
117	032-701	Unfunded sick leave liability	1,677	4,991	-	-	(4,991)	Decrease (increase) in estimated liability is included in actual wages and benefits. Funded in future years so no need to budget.
118	032-056	Human resources consultant	-	-	-	<b>20,982</b>	20,982	Treasurer recruitment (19,500 + tax)
119	032-002	Years of Service Awards-all departments	493	-	-	<b>750</b>	750	For Staff in Years 2023 and 2024
120	032-003	Recognition Awards-all departments	1,000	-	-	-	-	
121		<b>Sub-total</b>	335,952	415,842	459,000	<b>577,732</b>	161,890	
122		<b>General Government Operating Expenses</b>						
123	032-020	Office Postage, Supplies and Sundries	10,097	14,486	10,730	<b>12,800</b>	(1,686)	2023 less chair purchase (2,112), inflated.
125	032-023	Computer and Equipment Maintenance	33,859	42,888	39,200	<b>45,000</b>	2,112	Account includes internet (Bell and Starlink), Munisoft/Paymate/GoDaddy/Office/ Dropbox licenses, Global Terminals, website contract, photocopier supplies/contract and computer/telephone maintenance and repairs.
126	032-025	CGIS Expenses	12,457	11,818	11,586	<b>13,275</b>	1,457	Existing CGIS layers plus Scoop Imagery + 1,000 for new internal communication layer.
127	032-026	Advertising	298	3,042	2,000	<b>2,500</b>	(542)	
128	032-027	Association Dues	4,618	4,338	4,773	<b>5,040</b>	702	ytd +458 treasurer AMCTO + outstanding recurring memberships.
129	032-030	Telephone	5,788	6,030	5,800	<b>4,225</b>	(1,805)	Assuming Bell switched to new system for all locations commencing April.
130	032-031	Hydro	4,788	7,252	4,420	<b>7,485</b>	233	Inflationary increase over 2023.
131	032-035	Insurance - Administration	47,965	57,771	57,771	<b>62,677</b>	4,906	Per final insurance distribution.
132	032-036	Insurance - Deductible	-	15,000	25,000	<b>15,000</b>	-	Contingency for developing issues.
133	032-040	Training & Professional Development	2,021	6,054	5,000	<b>10,000</b>	3,946	Includes treasury and administration professional development.
134	032-050	Property Assessment	56,389	56,049	56,049	<b>56,845</b>	796	Per levy notification.
135	032-051	Contracted Services -Legal/Title Searches	84,759	57,822	50,000	<b>50,000</b>	(7,822)	
137	032-057	CUPE Negotiation Costs - Legal/other	221	10,591	20,566	<b>50,000</b>	39,409	CUPE negotiations started in 2023 & expected to be completed in 2024. Cost of previous negotiations = \$43,500.
138	032-058	UFCW Negotiation Costs - Legal/Other	307	10,506	16,389	<b>1,500</b>	(9,006)	Contract renegotiated in 2023.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
139	032-053	Auditor	18,653	21,064	20,585	22,769	1,705	Based on 2024 quote. Budget <u>excludes</u> additional quote re preparation of FIR and financial statements if required (8,493). This work budgeted to be done by the contracted accountant for 2024.
140	032-054	Contracted Accounting	33,356	38,295	45,000	35,100	(3,195)	Known requirements to start of new treasurer plus 2 week contingency to assist treasurer/AMP update.
143	032-063	Adjustments for allowance for doubtful tax arrears	945	(945)	(945)	-	945	Typically no requirement to budget.
144	032-065	Bank Charges & Interest	2,589	2,551	3,000	2,570	19	Bank charges and late payment fees: 2-year average.
145	032-100	Mileage Expenses	48	75	700	100	25	Primarily re bank deposits.
146	032-802	Land Exchange	271	-	-	-	-	N/A in 2024
147		Sub-total	319,428	364,686	377,624	396,886	32,200	
148		SUB-TOTAL GENERAL GOVERNMENT	725,706	847,645	908,305	1,052,638	204,994	
149		<b>PROTECTION</b>						
150		<b>Policing</b>						
151	042-020	Policing	310,440	301,308	301,307	302,160	852	Per levy notification.
152		Sub-total	310,440	301,308	301,307	302,160	852	
153		<b>Fire and First Response</b>						
154	040-001	Fire wages and benefits	55,054	59,627	79,000	117,800	58,173	
157	040-003	Volunteer Compensation and Training	58,010	107,660	70,000	108,000	340	Timesheet-based honorariums (98,000) and training (10,000) including NFPA courses and training material. Budget assumes high call-out hours as in 2023.
158	040-005	Deputy Chief	-	-	-	-	-	
159	040-010	Volunteer WSIB, EHT	4,004	3,811	3,900	6,930	3,119	Based on 13 volunteers and maximum WSIB coverage.
160	040-020	Administrative Expenses	5,674	7,544	7,430	7,800	256	Office supplies, internet, photocopier, association dues, personal medicals, mileage.
162	040-022	Public Education/Prevention	2,708	1,984	3,000	3,000	1,016	
163	040-023	Repeater Tower & Dispatch Services	7,087	7,670	7,500	7,500	(170)	Spectrum re Pevensy repeater tower&internet, Parry Sound dispatch services and Fluent MS Who's (dispatch upgrade share included in capital).
164	040-025	Equipment Maintenance	2,522	9,518	8,000	8,000	(1,518)	Radio license, maintenance of bunker suits and other equipment.
165	040-026	Small Equipment Purchases - items detailed below	8,165	11,151	15,150	10,529	(622)	(fan and extrication supports included in capital)
166		Small generator for pumper/tanker (2,000)						
167		Radio upgrade x3 (4,800)						
168		20 nomax hoods (3,729)						
169								
170	040-030	Telephone	811	817	860	450	(367)	Assumes savings re new system effective April.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
171	040-031	Hydro/Heat	7,726	8,329	8,210	8,600	271	Electricity, furnace fuel and generator propane.
172	040-032	Building Expenses	3,897	14,436	7,900	15,000	564	Building, furnace, water system, generator maintenance. 2023 included 4,500 one-time expenses re 2 electric door openers and tree cutting. 2024 includes 2 <sup>nd</sup> phase of door openers \$4500, signs, water system \$2000 and paint along with second phase of tree removal \$5000.
173	040-035	Fire Dept - Firefighters and General Insurance	26,515	33,065	33,065	43,978	10,913	Per final insurance distribution.
175	040-041	Joint Training Officer	16,682	16,682	17,182	17,182	500	Kearney share of joint training officer. Contract renewed at same rate.
176	040-042	Uniforms	9,140	5,081	6,000	6,000	919	
177	040-060	MNR Fire Agreement	7,265	7,572	7,572	7,875	303	Fire protection Crown land agreement in place for 2022-2027 Annual increase = CPI, capped at 4%.
178	041-021	First Response - Medical Supplies	2,289	1,039	2,500	2,500	1,461	Masks, gloves, COVID supplies.
179	040-100	Vehicle Expenses	26,877	29,574	18,000	22,000	(7,574)	Vehicle operation and maintenance expenses. 2024 includes new door and lettering for unit 311 (3,600).
180		<b>Sub-total</b>	244,424	325,558	295,269	393,144	67,586	
187		<b>Building, By-Law &amp; Animal Control</b>						
188	044-001	Building Dpt. wages and benefits	235,443	303,318	234,400	149,900	(153,418)	Marjorie revised estimate @ April 24/24
190	044-002	Building Dpt. wages and benefits administration allocation	-	-	-	-	-	No interdepartmental allocation in this version of the budget.
192	044-020	Building Department Office Expenses	2,666	12,668	12,000	4,300	(8,368)	Office supplies, postage specifically related to building dpt.
193	044-027	Building Department - Memberships	742	798	1,000	577	(221)	
194	044-040	Building Department - Training and miscellaneous costs	4,267	4,437	10,000	7,000	2,563	
198	044-058	Building Department Legal Expenses	24,515	14,343	40,000	15,000	657	Estimate re ongoing issues.
199	044-100	Building Department - Mileage/vehicle expenses	4,189	6,667	7,000	4,900	(1,767)	Includes operating costs of Town vehicle (license, insurance, fuel, maintenance)
200	045-001	By-Law enforcement Wages	64,601	73,059	83,300	-	(73,059)	N/A in 2024.
201	045-020	By-Law - Mileage/Expenses	4,109	6,969	6,500	61,500	54,531	Contracted Armour services: wages, mileage, training/other shared costs.
203	045-023	By-Law Training	2,416	2,001	3,740	-	(2,001)	(1,000 included in Armour services above). Account will not be used in 2024.
204	045-058	By-Law Legal	2,045	753	3,000	2,000	1,247	Estimate of legal costs specific to Kearney.
205	046-020	Animal Control	1,752	1,852	1,862	1,000	(852)	Vet unit (90) and donation to Almaguin Pet Rescue
206		<b>Sub-total</b>	346,746	426,864	402,802	246,177	(180,687)	
207		<b>Emergency Measurers</b>						
208	049-020	Emergency Measurers Expenses	901	1,342	1,200	2,850	1,508	OPP PSAP annual billing, 911 numbering. 2024 includes 1,500 re training.
209		<b>Sub-total</b>	901	1,342	1,200	2,850	1,508	
210		<b>SUB-TOTAL PROTECTION</b>	902,511	1,055,072	1,000,578	944,331	(110,741)	

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
211		<b>TRANSPORTATION</b>						
212		<b>PW - Overhead</b>						
213	059-001	PW - Wages & Benefits holding account	596,987	497,055	533,500	<b>601,300</b>	104,245	Existing staff compliment.
215	050-020	Garage - Bldg & Equipment Supplies and R&M	10,049	17,055	53,800	<b>50,000</b>	32,945	Includes recurring charges: internet, pest control and misc. supplies. Budget includes mold remediation/wall and ceiling repairs (30,000).
216	050-030	PW - Telephone, Radio & Internet	7,964	5,698	4,000	<b>5,600</b>	(98)	Radio air time, phone and cell. Assumes savings re new phone system effective April 1.
217	050-031	Garage - Hydro/Heat	14,766	13,351	15,700	<b>13,780</b>	429	Electricity and furnace fuel.
218	050-035	PW - Insurance	31,783	38,491	38,491	<b>44,105</b>	5,614	Per final insurance distribution.
219	050-040	PW - Employee Expenses & Training	2,645	9,908	13,945	<b>12,000</b>	2,092	Clothing allowance (350/employee net of HST rebate) and training
221		<b>Sub-total</b>	<b>664,195</b>	<b>581,558</b>	<b>659,436</b>	<b>726,785</b>	<b>145,227</b>	
222		<b>Public Works Equipment</b>						
223	050-100	Public Works - All Vehicles Diesel Fuel	74,484	69,371	86,000	<b>85,000</b>	15,630	
224	050-105	2012 GMC Sierra - fuel, license and repairs	4,184	575	-	-	(575)	SOLD in 2024
225	050-110	2024 Dodge Ram 1500 - fuel, license and repairs				<b>2,000</b>	2,000	New vehicle purchased Feb 2024.
226	050-111	Dodge 2500 - license and repairs				<b>500</b>	500	New vehicle purchased Feb 2024.
227	050-106	2021 Dodge - fuel, license and repairs	6,125	10,152	6,500	<b>815</b>	(9,337)	Estimated expenses to mid-February '24. Vehicle then transferred to parks&rec.
228	050-115	License and Repairs - 2007 Sterling Tandem	-	-	3,760	-	-	SOLD in 2024
229	050-120	License and Repairs - 2008 Sterling Tandem	8,488	12,383	15,000	<b>1,750</b>	(10,633)	YTD = license.
230	050-121	License and Repairs - 2016 Freightliner	4,756	22,373	10,500	<b>5,000</b>	(17,373)	
231	050-122	License and Repairs - 2019 Ford 550	3,108	1,695	3,500	<b>3,500</b>	1,805	
232	050-123	License and Repairs - 2020 Freightliner	13,359	13,932	14,000	<b>14,000</b>	68	
233	050-124	License and Repairs - 2024 Freightliner		1,220	1,000	<b>3,000</b>	1,780	
234	050-125	Repairs - Sanding Unit for 1 Ton	2,576	1,424	2,500	<b>1,000</b>	(424)	Chains, etc.
236	050-135	Repairs - Caterpillar Excavator	5,151	2,784	5,000	<b>5,000</b>	2,216	
238	050-145	Propane/Repairs - Equipment Steamer	104	-	200	<b>500</b>	500	Propane only.
239	050-155	Repairs - Grader	31,407	27,535	26,000	<b>25,000</b>	(2,535)	
241	050-160	Repairs - 2020 CAT Backhoe	7,803	3,662	8,000	<b>5,000</b>	1,338	
242	050-165	Repairs - Trackless sidewalk machine	759	3,534	1,200	<b>100</b>	(3,434)	Machine broke in 2024. To investigate possibility of fixing in the summer.
243	050-166	Repairs - Sweeper	2,944	6,799	3,000	<b>3,000</b>	(3,799)	adjusted to actuals
244	050-170	Repairs - Public Works Trailer	3,365	423	3,500	<b>1,000</b>	577	
245		<b>Sub-total</b>	<b>168,612</b>	<b>177,861</b>	<b>189,660</b>	<b>156,165</b>	<b>(21,696)</b>	
246		<b>Roadways Maintenance</b>						
248	051-020	Paved Rd - Cold Patch/Patching	3,084	4,458	3,300	<b>24,000</b>	19,542	Includes maintenance & 20,000 tar, seal, crack sealing on Hwy 518
250	051-022	Paved Rd - Line Painting	12,937	10,755	13,000	<b>13,500</b>	2,745	Annual maintenance: stop blocks and parking lots.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
251	051-023	Stormwater System Maintenance	1,399	1,450	1,500	20,000	18,550	Flush system.
252	052-020	Unpaved Rd - Gravel and gravel pits	7,592	20,183	1,100	13,500	(6,683)	Use of gravel inventory: A gravel (4.83/tonne); granite (22.86/tonne), including license and annual royalty based on quantity of gravel removed from pit.
253	052-021	Unpaved Rd - Dust Control	45,669	31,027	53,550	40,000	8,973	Liquid and bagged.
255	052-023	Unpaved Rd - Armour Mtce Agreement	3,358	3,358	3,358	3,358	(0)	Armour maintenance agreement.
256	053-020	Bridges & Culverts - Bridge Maintenance/Inspections	763	-	10,000	8,345	8,345	OSIM inspection 2024 as per quote.
257	053-021	Bridges & Culverts - Culverts	887	926	900	1,000	75	Culverts used for routine maintenance.
259	054-020	Roadside - Mowing/Brushing	6,545	6,192	8,000	8,000	1,808	In-house brushing and roadside mowing including equipment rental.
260	054-021	Roadside - Signs	5,312	2,196	5,500	1,500	(696)	
261	054-022	Roadside - Beaver Trapping	1,600	1,200	500	1,200	-	
262	054-023	Roadside - Guardrails	448	366	500	750	384	
263	055-020	Winter Ctrl - Sand & Salt	62,169	49,749	75,000	64,000	14,251	
265	055-021	Winter Ctrl - Contracted Services	4,560	5,123	5,123	5,225	102	Per resolution 10( c)(ii)/04/02/2022 re Fowler's maintenance contract for 21/22 to 24/25 winter seasons. Seasonal cost per resolution split between related years.
266	056-020	Street Lights - Energy & Repairs	5,549	3,133	5,900	5,230	2,097	No repairs in 2023. Budget includes 2,000 repair contingency.
267		Sub-total	164,783	140,118	187,231	209,608	69,490	
268		SUB-TOTAL TRANSPORTATION	997,590	899,536	1,036,327	1,092,558	193,022	
269		ENVIRONMENT				-		
271	060-001	Transfer Station Wages and Benefits	35,203	57,546	60,522	77,800	20,254	
274	060-021	Joint Waste Management	80,424	87,121	87,121	95,940	8,819	JWMC budget.
275	060-022	BFI - Recycling Pick-up	108,820	120,631	115,680	124,730	4,099	Inflated 2023 cost.
276	060-023	BFI shingles/metal	8,410	5,835	8,940	6,030	195	Inflated 2023 cost.
277	060-024	Transfer Station - Operating Expenses	3,115	7,884	4,710	16,000	8,116	Mileage between sites (until mid-February), employee clothing allowance, dump cards, portable toilets, miscellaneous maintenance at sites. 2024 includes 6,000 re purchase of dump cards and 900 re new rental of card-reading machines commencing in April. 5000 for FoodCycler Bins
278	060-025	MNR Land Use Permits	-	-	173	-	-	
279	060-026	Hazardous Waste Days	13,310	10,761	14,150	11,130	369	Inflated 2023 cost.
280	060-031	Transfer Station - Hydro and Phones	4,513	3,377	4,800	3,000	(377)	Inflationary increase over 2023 less savings from new phone system.
281	060-035	Transfer Station - Insurance (Backhoe)	368	434	434	488	54	Per final insurance distribution.
282	060-060	Repairs - John Deere Backhoe	159	9,935	6,400	10,000	65	Repairs facilitated in late 2023, early 2024 including diagnostics
283	060-061	Transfer Station Vehicle - License and Repairs				7,500	7,500	Previous parks&rec vehicle commencing February/24. Includes 2,500 for winter tires.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
284	060-100	Landfill Closure and Post-Closure (net of amt to be recovered)	12,068	13,791	9,413	14,100	309	DM Wills monitoring contract ended in 2023. Balance payable on contract = 552 re final 22/23 report. Estimated new contract @ inflated DM Wills average annual cost.
286		<b>SUB-TOTAL ENVIRONMENT</b>	266,391	317,316	312,343	366,718	49,402	
287		<b>HEALTH SERVICES</b>						
288	070-020	North Bay/Parry Sound Health Unit	25,747	27,548	27,548	28,376	828	Per levy notification.
290	070-021	Ambulance	122,326	128,342	128,342	134,092	5,750	Per levy notification.
291	070-022	V of BF - Almaguin Highlands Health Centre/Ontario Telemedicine Network Contribution, physiotherapist contribution and AHHC operating contribution	7,053	2,603	2,603	6,007	3,404	April 20/23 Resolution 70-23: agreement to contribute 6,007 annually for 5 years for AHHC operating deficit, commences in 2024.
294		<b>SUB-TOTAL HEALTH SERVICES</b>	155,126	158,493	158,493	168,475	9,982	
295		<b>SOCIAL AND FAMILY SERVICES</b>						
296	071-022	Eastholme - Levy	129,622	133,884	133,884	139,276	5,392	Per levy notification.
297	071-025	DSSAB	164,114	169,625	169,625	177,021	7,396	Per levy notification.
298	071-033	Seniors Room - One Time Grant Expenses	15,591	-	8,738	8,738	8,738	Approved 23/24 grant items (to be spent by March 31/24): tables, chairs, computer and supplies, internet upgrade, pots& pans, senior's rug replacement.
299	071-032	Seniors Grant - Kearney expenses	3,564	1,756	3,000	2,000	244	
300	071-034	Seniors Room - Active Living Fair Expense	-	-	-	2,500	2,500	Expenses = related grant. Unspent funds must be refunded.
301		<b>SUB-TOTAL SOCIAL &amp; FAMILY SERVICES</b>	312,891	305,265	315,247	329,535	24,270	
302		<b>RECREATION &amp; CULTURE</b>						
303		<b>Parks</b>						
304	080-001	Parks - Grass Cutting wages and benefits	14,463	5,249	14,600	7,800	2,551	1 grass cutter, 10 weeks.
305	080-020	Parks - Parks & Trails maintenance supplies	4,064	5,116	7,370	6,000	884	Student advertising, lawnmower gas&repairs, portable toilets, Main St. flowers.
306	080-024	Boat Ramps and Docks maintenance	-	8,124	-	1,500	(6,624)	2023 = crane for Sand Lake.
307	080-025	Parks - Town Dock Hydro	375	336	400	350	14	
308	080-027	Ralph Bice Committee expenditures	-	-	9,924	1,000	1,000	Use of funds for 2024 bursaries. \$1,000/year until funds depleted per Res. 324-23. Offset = transfer from Ralph Bice reserve.
309	080-090	Parks - Lions Park / Rink net of revenue including reserve trans	4,083	3,973	4,340	4,100	127	Hydro, portable toilets, alarm monitoring.
310	080-035	Parks/Recreation Insurance	14,262	16,114	16,114	17,589	1,475	Per final insurance distribution.
311	080-100	Parks Vehicle - operating expenses	3,260	5,212	3,590	5,000	(212)	Original Parks vehicle until mid-February and 2021 Dodge.
312		<b>Sub-total</b>	40,508	44,123	56,338	43,339	(784)	
313		<b>Recreation Programs</b>						
314	081-001	Recreation - Wages & Benefits	-	-	1,225	7,800	7,800	Recreation coordinator 10 weeks.
315	081-020	Recreation - Program Expenses	6,380	2,053	1,400	13,000	10,948	Fitness instructors plus equipment for exercise and recreation programming.
316	081-021	Recreation - Swim Program Expenses	-	1,330	275	2,700	1,370	Includes contracted swimming instructor.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
317	081-035	Recreation - Events/Mun Liability Insurance	810	810	810	810	-	Per final insurance distribution.
318	081-050	KCC Committee	3,708	39	4,000	4,000	3,961	= revenue account 022-821.
320	081-051	Recreation Special Events	456	175	500	4,000	3,825	
321	081-501	Dog Sled Races Expenses	2,305	33,625	33,332	28,942	(4,683)	Expenditures = revenue account 022-811. Any difference to/from reserve.
322	081-502	Regatta/Fireworks Expenses	20,052	26,612	24,000	23,000	(3,612)	Expenditures = revenue account 022-812. Any difference to/from reserve.
323		<b>Sub-total</b>	33,711	64,643	65,542	84,252	19,609	
324		<b>Community Centre</b>						
325	082-001	KCC - Salaries and Benefits	58,181	35,664	61,245	124,500	88,836	Includes addition of 1 PT position in May
327	082-020	KCC - Supplies and Maintenance Expenses	6,892	14,541	10,000	17,000	2,459	R&M, supplies, security, fire protection and employee telephone.
328	082-021	KCC - Water Operations & Maintenance	944	3,887	1,000	1,500	(2,387)	Water testing, water system supplies
330	082-031	KCC - Hydro/Heat	17,247	16,332	18,300	18,000	1,668	Electricity and furnace fuel.
331	082-035	KCC - Insurance	6,204	7,739	7,739	9,974	2,235	Per final insurance distribution.
332	082-040	KCC - Employee Expenses and Training	311	295	815	1,000	705	Training and related travel expenses, clothing allowance.
333		<b>Sub-total</b>	89,779	78,459	99,099	171,974	93,515	
334		<b>Library</b>						
335	083-020	Library Levy	27,654	30,832	30,832	46,345	15,513	Per Library budget.
336	083-021	Library Operating Expenses	1,945	7,743	7,420	2,110	(5,633)	Expenses paid by Town: hydro, insurance, Telizon. 2023 included honorarium donation by Council member.
337		<b>Sub-total</b>	29,599	38,575	38,252	48,455	9,880	
338		<b>Cultural Services</b>						
339	084-020	Art Show Expenses	-	7,322	6,000	8,100	778	Event is generally revenue-neutral. Expenses budgeted to = revenue.
340		<b>Sub-total</b>	-	7,322	6,000	8,100	778	
341		<b>SUB-TOTAL RECREATION &amp; CULTURE</b>	193,598	233,121	265,231	356,120	122,999	
342		<b>PLANNING AND DEVELOPMENT</b>						
344	090-020	Planning expenses	12,566	7,557	20,000	15,000	7,443	Contracted planner assistance.
345	090-021	Strategic Plan /Official Plan / Zoning Review	4,614	-	-	-	-	Budgeted as an exceptional item in 2024 (see capital section).
346	090-022	LPAT Planning Appeals	-	246	-	-	(246)	
350	090-051	New Development Net Expenses (Revenue)	65,024	847	847	-	(847)	N/A in 2024.
351	091-020	Economic Development miscellaneous expenses	1,282	1,384	1,384	1,400	16	Budget includes TODS cost, Almaguin Highlands Community Guide.
352		<b>SUB-TOTAL PLANNING &amp; DEVELOPMENT</b>	83,485	10,034	22,231	16,400	6,366	
353								
354		<b>Total Expenses</b>	3,637,299	3,826,482	4,018,755	4,326,775	500,293	
355								
356		<b>TRANSFERS FROM (TO) RESERVES RE OPERATING ACTIVITIES</b>						

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
361	029-001 (031-900)	From (To) Election Reserve	11,208	(4,075)	(4,075)	(4,075)	-	2022 election costs = 18,890. Transfer 1/4 anticipated 2024 election cost, less annual Datafix/Voterview charge to reserve in non-election years.
362	029-001 (031-901)	From (To) CUPE Reserve	(8,000)	2,591	12,566	9,975	7,384	Use of balance for 2024 CUPE negotiations.
363	029-001 (031-902)	From (To) UFCW Reserve	(1,500)	7,506	13,389	(2,500)	(10,006)	Transfer to reserve in non-negotiation years.
365	029-001 (031-904)	From (To) Sick Leave Reserve	-	-	-	6,864	6,864	Adjust reserve balance to equal 2023 liability.
367	029-001	From Ralph Bice Wilderness Centre Reserve	-	-	9,924	1,000	1,000	Use of funds for 2024 bursaries. \$1,000/year until funds depleted per Res. 324-23.
368	029-001 (081-900)	From (To) Dog Sled Reserve	2,305	8,597	8,305	-	(8,597)	Net Dog Sled Expense (Revenue).
370	029-001 (081-903)	From (To) Regatta Reserve	(2,267)	4,903	800	800	(4,103)	800 from reserve re band shelter reserve contribution plus net Regatta expense (revenue).
371	029-001	From (To) KCC Reserve	(1,160)	(3,876)	-	-	3,876	
373	029-001 (032-900)	From (To) To Recreation and Culture Reserve	-	(26,515)	-	10,700	37,215	2024 Transfer from reserves to produce revenue neutral recreation and swim programming as well as special events.
374	<b>SUB-TOTAL FROM (TO) RESERVES RE OPERATING ACTIVITIES</b>		586	(10,869)	40,909	22,764	33,633	
375								
376	Total Revenues		4,783,498	5,306,513	5,108,499	5,418,178	111,665	
377	Less: Total Expenses		(3,637,299)	(3,826,482)	(4,018,755)	(4,326,775)	(500,293)	
378	Add: Net from (to) Reserves re Operating Activities		586	(10,869)	40,909	22,764	33,633	
379	<b>Net Operating Income</b>		1,146,785	1,469,163	1,130,653	1,114,167	(354,996)	AMP target: increase enough to keep up with rising capital asset costs plus add 1% increase to close the infrastructure gap. 2024 target = 1,180,402.
380								
381								
382	<b>CAPITAL TRANSACTIONS AND EXTRAORDINARY ITEMS- SOURCES OF FUNDING</b>							
383	<b>Grants, Deferred Revenue and Miscellaneous Capital Revenue</b>							
384	028-003	Asset sale proceeds/insurance proceeds	75,000	-	11,500	45,250		2012 GMC, 2007 Sterling, 2002 Fire Pumper, 2008 Tandem, ATV, John Deere Backhoe, Generator, Expedition
385	028-002	Sale of surplus lands	-	-	-	230,000		Low estimate based on 4-5 properties being sold
386		Donations	-	4,000	4,000	-		2023= fire ATV
391	021-007	ICIP: COVID-19 Resilience Funding (Municipal Complex Retrofit and Expansion)	6,133	93,867	93,867	-		N/A in 2024.

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
396	021-005	NORDS Funding	-	-	-	330,000		Use of funding for budgeted Chetwynd Road rehab. Allocation = 96,994.28/yr for 5 years for years ending March 31/22-March 31/26. Is stackable with other funding programs. Accumulated funding available in 2024: 387,977 (4 years)
398	021-504	OCIF - Formula-based funding	123,960	111,323	207,734	289,264		Balance of available funding (302,264 - 13,000 applied to AMP costs) to be applied to Hwy 518 overlay and Echo Ridge Road resurfacing.
402	021-002	Gas Tax Deferred Revenue	-	117,207	119,568	122,785		Use all 2024 available (122,785 plus interest earned in '24) on Echo Ridge Road resurfacing.
403	021-821	NOHFC - KCC renovation	260,800	608,704	739,200	130,496		Based on using remaining balance of 1,000,000 grant. Funds 37.74% eligible expenditures.
404	028-801	Parkland Deferred Revenue - Public Recreation Purposes	-	-	21,722	32,185		Use for boat ramps. Available 29,285 (2023) + 2,900 YTD = 32,185.
405		Sub-total	465,893	935,101	1,197,591	1,179,980		
406		Transfers from Reserves for Capital Purposes						
407	029-001	Capital Asset Reserve	-	-	-	-		Balance Dec 31/23 = 445,784.
408	029-001	Modernization Funding Reserve	-	337,316	337,316	-		Reserve exhausted in 2023 re KCC.
410	029-001	Building Reserve	-	365,662	450,000	-		Use of existing reserve (84,338) not required in 2023.
416	029-001	Fire - air bottle fill station and air pack reserves	68,000	-	-	-		Reserve used in 2022.
417	029-001	Fire - Fire Truck reserve	-	321,074	321,074	-		Reserve exhausted in 2023 re fire truck purchase.
418	029-001	Bridge and Culvert Reserve	-	-	-	-		Balance at end of 2023 = 922,405.
419	029-001	Reserve for Public Works Equipment	169,143	-	-	-		Balance at the end of 2023= 298,676
420	029-001	Recreation and Culture Reserve	-	-	143,489	-		
421	029-001	KCC Kitchen Equipment (Trillium) Reserve	-	25,800	25,800	-		Reserve exhausted in 2023.
422	029-001	Trail Development Reserve	-	5,000	5,000	-		Reserve exhausted in 2023.
423								
425		Sub-total	237,143	1,054,852	1,282,679	-		
426		Total sources of funding - capital transactions	703,036	1,989,953	2,480,270	1,179,980		
427								
428		USES OF FUNDING						
429		Net Long-term Debt Repayments						
432	040-723	Principal - 2007 E-One Pumper/Tanker Loan	8,865	9,302	9,302	9,762		Per loan schedule.
433	040-724	Interest - 2007 E-One Pumper/Tanker Loan	4,329	3,892	3,892	3,432		Per loan schedule.
442	050-728	Principal - West Bay Road Bridge	13,934	14,407	14,407	8,629		Per loan schedule. Loan fully repaid in '24.
443	050-729	Interest - West Bay Road Bridge	1,023	550	550	96		Per loan schedule. Loan fully repaid in '24.
446		Sub-total	28,151	28,151	28,151	21,919		
447		Capital Expenditures and Extraordinary Items						See itemized list of capital items for details.
448	032-800	Capital - Administration	-	20,069	48,045	80,000		

	A	B	N	O	P	Q	R	T
5	Account #	Description	2022 Actual	2023 Projected	2023 Budget	2024 Draft Budget	Budget Increase (Decrease) vs. 2023 Projected	Comments
456	090-021	Strategic Plan /Official Plan / Zoning Review				75,000		OP and ZBL review. Public engagement sessions for strategic plan combined with OP and ZBL. 50% of total anticipated cost budgeted for 2024.
457	040-800	Fire Dept Capital	144,860	543,603	577,535	124,475		Preliminary work on new fire hall removed from capital list April 18/24.
464	044-800	Building Dept - Capital Purchases	12,728	8,141	10,672	1,100		
466	050-801	Capital - PW building and equipment	247,514	343,327	334,632	217,721		
467	050-802	Capital Road Construction	131,361	262,284	405,073	961,000		Revised Clam Lake Road realignment cost reflecting in-house work per April 18/24 meeting.
469	050-803	Bridges & Culverts Capital	(34,211)	44,888		12,750		
471	060-800	Transfer Station Capital	-	28,819	40,000	40,000		
474	080-801	Boat Ramps & docks special projects	-	30,847	135,374	100,000		
475	080-802	Parks Capital	-	-	-	12,100		
476	080-804	Lion's Park Capital	-	-	-	10,000		
484	082-800	KCC Capital	731,484	1,613,936	1,972,260	448,129		
486		Sub-total	1,278,951	2,895,913	3,523,591	2,082,275		
487		Transfers to Reserves for Capital Purposes/Extraordinary Items						
488	032-900	Provision for Working Funds Reserve	-	184,623	184,623	-		
490	032-900	Provision for Building Reserve	-	-	-	316,274		Budget balancing.
495	050-900	To Bridges & Culverts Reserve	240,000	240,000	240,000	240,000		
496	050-900	To Reserve - Public Works Equipment	-	167,819	167,819			
498	070-900	To Reserve - Muskoka Hospital		108,750	108,750	108,750		Per May 29/23 budget meeting: accept proposed commitment of \$1,305,000 anticipated in 12 years for the hospital construction. Annual reserve contribution for each of the next 12 years = 108,750.
499	081-902	To Regatta Band Shelter Reserve (re Trillium Requirement)	800	800	800	800		800/yr for 13 years (2015-2027).
503		Sub-total	240,800	701,992	701,992	665,824		
504								
505		Net Long-term Debt, Capital and Reserve Expenditures	(844,866)	(1,636,103)	(1,773,464)	(1,590,038)		
506								
507		Overall Budget						
508								
509	029-002	Prior Year Surplus (Deficit)	340,891	642,811	642,811	475,871		
510		Net Operating Income	1,146,785	1,469,163	1,130,653	1,114,167		
512		Net Capital and Reserve Expenditures	(844,866)	(1,636,103)	(1,773,464)	(1,590,038)		
513								
514		Net Income (Deficit) (must = 0 for balanced budget)	642,811	475,871	-	(0)		
515								

**Itemized Draft Capital Budget 2024**  
**May 9, 2024**

**2024 CAPITAL PROJECTS SUMMARY**

		<b>Special Funding Notes</b>
<b>Administration (032-800)</b>		
Balance of server and security upgrades	55,000	\$30,000 unspent 2023 server budget included in opening surplus
Phone system and internet upgrades for municipal office, public works and transfer stations	19,000	
Sound System for Committee use	6,000	
	<u>80,000</u>	
<b>Fire Department (040-800)</b>		
2023 Ford Explorer	58,000	
Additional truck costs re decals & lights	15,500	
Planning/engineering/land for future fire hall - removed April 18/24 meeting	-	
GPS/AVL module	5,500	
Ex 500 Electrical Fan	5,905	
Fire Pro Software	5,088	
Extrication Strut Supports	6,982	
1/5 Share of Burn Building-To be put into reserves if not spent in 2024	20,000	
1/6 <sup>th</sup> dispatch upgrades	7,500	
	<u>124,475</u>	
<b>Building Department (044-800)</b>		
GPS/AVL module	1,100	
	<u>1,100</u>	
<b>Public Works Building and Equipment (050-801)</b>		
2024 RAM 250	79,250	
Decals/radio for RAM 250	2,900	
Sander screen for Freightliner (ordered but not delivered in 2023)	5,000	
Brushhead for excavator	50,000	
Ditching bucket for backhoe	5,000	
Dodge Ram 1500	52,671	
Decals/radio for Dodge Ram	2,900	
GPS/AVL module	20,000	
	<u>217,721</u>	

**Itemized Draft Capital Budget 2024**  
**May 9, 2024**

<b>Road Construction (050-802)</b>			<b>Deferred Grants Available for Roadwork</b>
Resurface 2km Echo Ridge Road: 4-way stop to new construction (Gas Tax and OCIF)	339,000		Gas Tax - depleted in 2024 122,785
			NORDS - 57,977 remaining at end of 2024 387,977
Resurface 2km Chetwynd Road (NORDS)	330,000		OCIF - depleted in 2024 302,264
Clam Lake Road realignment	82,000		Less OCIF applied to AMP costs <u>(13,000)</u>
			800,026
Overlay 1.5km Hwy 518E - Bevans to Beaver Lake Rd (balance of OCIF)	160,000		
Tar & chip 1km Echo Ridge Road: from Clam Lk Rd	35,000		
Guardrails to be completed in-house	15,000		
	<u>961,000</u>		
<b>Bridges and Culverts (050-803)</b>			
Concrete works re swale on Kallio and in Town	7,000		
YTD engineering re Sucker Creek bridge	5,750		
	<u>12,750</u>		
<b>Transfer Station Capital (060-800)</b>			
Garbage Compactor - King William	40,000		
	<u>40,000</u>		
<b>Parks Boat Ramps &amp; Docks (080-801)</b>			
Sand Lake Boat ramp reconstruction	100,000		\$75,021 net underexpenditures on boat ramp in 2023 included in opening surplus
	<u>100,000</u>		Cost included as per Council Resolution March 7th meeting
<b>Parks (080-802)</b>			
Concrete pad for gazebo at Mirror Bay	5,000		
Zero-turn mower	6,000		
GPS/AVL module	1,100		
	<u>12,100</u>		
<b>Lion's Park (080-804)</b>			
Pavillion building condition assessment and design	10,000		
	<u>10,000</u>		

**Itemized Draft Capital Budget 2024**

**May 9, 2024**

**KCC (082-800)**

Washer and dryer 4,763

*Outstanding items re generator, KCC gym/kitchen renovation:*

a) Bradanick contract (up to change order #34)	269,745	NOHFC grant - balance (37.74% funding of expenditures)	130,496
b) Balance of sound system	8,894	Building reserve	84,338
c) Laroque Elder estimate	12,000	prior year surplus	228,532
d) Lighting for exterior of building	2,727		
e) Paving and fencing	150,000		
Subtotal KCC renovation	<u>443,366</u>	expenditures must = 345,776 to utilize full grant	<u>443,366</u>
Total KCC	<u>448,129</u>		

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**The Corporation of the Town of Kearney  
Municipal Act, 2001 Ontario Regulation 284/09  
2024 Budget**

In 2009 significant changes were made to Public Sector Accounting Board ("PSAB") rules that govern the preparation of municipal financial statements. Municipalities were required to adopt these rules for financial statement purposes, but they have been allowed to follow their historical modified accrual accounting procedures for budget purposes. To address some of the major differences between these two accounting methods, the Municipal Act, 2001 was amended, and Ontario Regulation 284/09 was passed.

Ontario Regulation 284/09 states that a municipality may currently exclude specific expenses (amortization expenses, post-employment benefit expenses and solid waste landfill closure and post-closure expenses) from the budgeted amounts for which revenue must be raised. However if excluded, the regulation requires councils to adopt annual reports that show the impact of not fully covering these estimated expenses. Additionally, the annual reports must be prepared and adopted by council resolution before approving a municipal budget.

Outside of the expenditures identified in Ontario Regulation 284/09, there are other differences between a budget set on a modified accrual basis and one set on a PSAB accounting rule basis. Section 1 below itemizes all of the differences between these two accounting methods, including the excluded expenses specifically mentioned in Ontario Regulation 284/09, and shows the anticipated effect of the May 9, 2024 version of the draft budget - including the Town's share of the Joint Waste Management Committee and the Library - on the overall surplus of the Town.

Section 2 of this report discusses the impact of this budget on the Town's ability to fund future capital asset requirements.

### 1. Budget Deviations from PSAB Accounting - Impact on Surplus

Description	Estimated Impact on Surplus	Comments
Town surplus carried forward from prior year	(475,871)	Prior year surplus is included as revenue in current year budget. This is not revenue under PSAB rules.
Surplus carried forward from prior year - Library and Town share of Joint Waste	(7,810)	Town's share of prior-year Library and Joint Waste surplus included as revenue in current year budget. This is not revenue under PSAB rules.
Net transfers to reserves	587,054	This reflects the Town, Library and the Town's share of Joint Waste Management Committee net reserve transfers for operating and capital purposes. In the budget, transfers to reserve are considered expenses and transfers from reserves are considered revenue. Under PSAB accounting rules they are not revenue/expense, but simply a transfer from one surplus account to another.
Capital acquisitions	2,018,065	Capital asset purchases are expenses under modified accrual accounting but not under PSAB accounting.
Amortization expense	(894,100)	2024 amortization of existing assets plus 1/2 year amortization of budgeted asset additions. This is an expense under PSAB accounting rules but is omitted from the budget.
Solid waste landfill closure and post-closure expenses	61,000	Anticipated decrease in post-closure and closure liability for transfer station and Town's share of Joint Waste Management Committee liability assuming 2.6% inflation and commencement of closure of Cell 1 of the joint facility. This represents an increase in surplus under PSAB accounting rules not reflected in the budget.
Post-employment benefits	(16,100)	Estimated as 1/2 of maximum potential increase in the liability for the year. This is an expense under PSAB accounting rules that is omitted from the budget.
Unfunded municipal debt	18,391	Decrease in outstanding debt principal. This is treated as an expense in the budget, but is not under PSAB accounting rules.
<b>Overall anticipated change in surplus</b>	<b>1,290,629</b>	

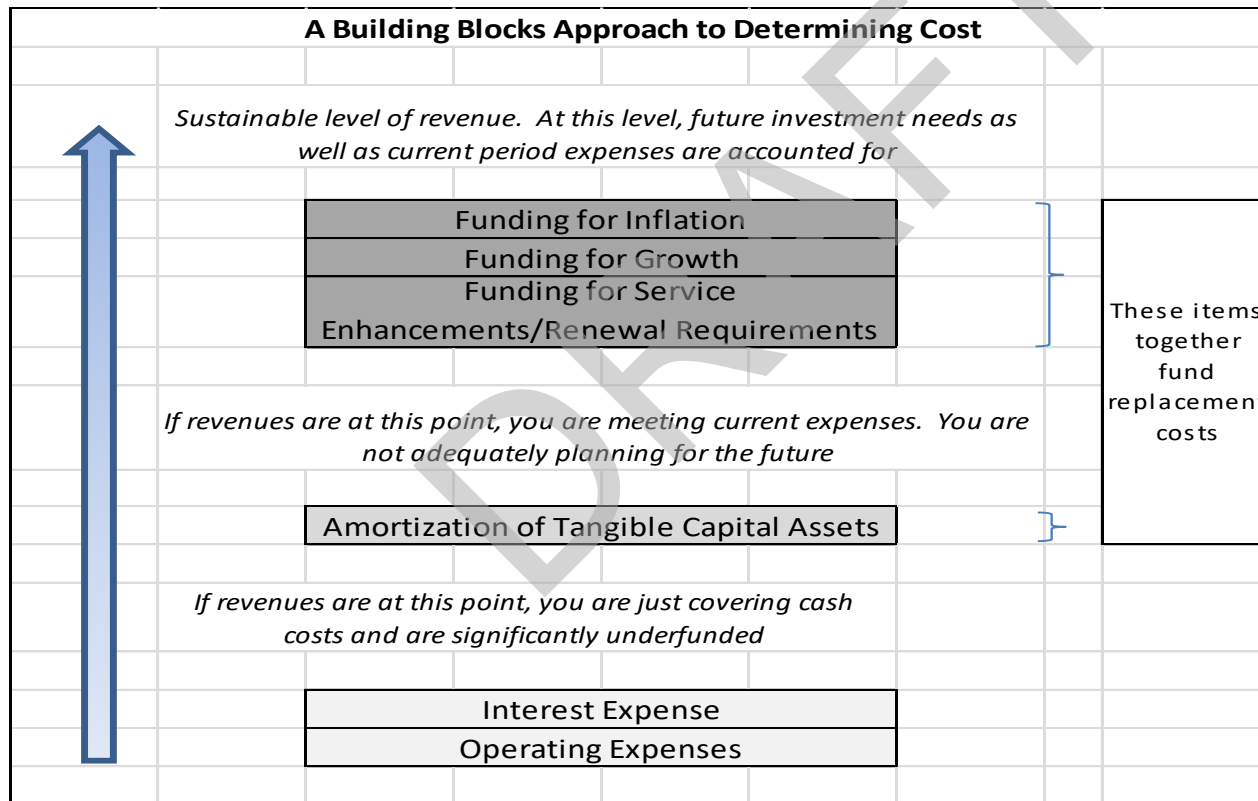
On a modified accrual basis, the Town's budget has been set to eliminate its opening operating surplus. On a PSAB rule basis, the Town's surplus is expected to increase by approximately \$1.3 million.

## 2. Impact of Budget on Ability to Finance Past, Present and Future Capital Expenditures

The annual amortization of the Town's assets is a conservative estimate of a sustainable level of capital asset funding. The weaknesses of using amortization as an indicator of appropriate capital funding include:

- a) Assets that are fully amortized are excluded from the calculation.
- b) Amortization is based on the historical cost of tangible capital assets and not replacement costs, which in most cases would be significantly higher due to inflation.

This idea is depicted in the following funding level summary, adapted from the Province's Building Together Guide. In a more comprehensive view of sustainability, a municipality's funding levels would be sufficient to cover not only current amortization, but also, would take price increases and service level changes into account.



The Town's estimated 2024 amortization expense is \$894,100 and its sustainable annual investment--as reported in the 2022 Asset Management Plan-- is \$1,681,713. These summary measures can be compared to the Town's current level of permanent/predictable annual funding for capital asset purchases of \$1,383,167 as detailed below:

a) net operating income generated by the 2024 budget	1,114,167
b) approximate annual gas tax funding	61,000
c) approximate annual OCIF funding	203,000
d) estimated annual parkland contributions	5,000
	1,383,167

The Town's current level of capital asset funding is sufficient to cover the existing amortization of the historical cost of its assets. However, it is approximately 82% of the level currently considered to be sustainable. This indicates that if the Town is to move towards sustainable investment in tangible capital assets, through the taxation policies adopted in the annual budgets, a sustained effort to increase funds available to finance capital expenditures must be made. The Town's primary tool for achieving this is through the net operating income generated. In this draft budget, the net operating income has declined from its 2023 budgeted level of \$1,130,653.

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file: RR-1 Reserves

2024 Budget Activity

Acct	Description	2024 Opening	Transfers in / Received in Year	Interest	Transfers out- account 029-001	2024 Ending	
<b>Reserves</b>							
018-100	Reserve-Working Funds	308,562				308,562	
018-105	Reserve-Election Purposes	4,075	4,075		0	8,150	Annual contribution in non-election years, based on cost of previous election.
018-106	Reserve-Municipal Capital Purposes	445,784				445,784	
018-107	Reserve-CUPE	9,975	0		(9,975)	0	Use balance to cover 2024 negotiation costs.
018-108	Reserve - Buildings	84,338	316,274			400,612	Budget balancing amount transferred in
018-109	Reserve - Bridges and Culverts	922,405	240,000			1,162,405	
018-110	Reserve-Fire/1st Response Equipment	3,489				3,489	
018-116	Reserve-UFCW	5,883	2,500			8,383	Transfer to reserve in non-negotiation years.
018-120	Reserve-Roads Equipment	298,676				298,676	
018-130	Reserve-Sick Leave	31,212			(6,864)	24,348	Annually adjust to = estimated sick leave liability at the end of the previous year.
018-135	Reserve - Muskoka Hospital	108,750	108,750			217,500	Annual contribution for 12 years (2023-2034) to meet proposed commitment of 1,305,000.
018-145	Reserve-Recreation Ball Diamond	2,034				2,034	
018-146	Reserve-Recreation and Culture Purposes (SRA land sale proceeds)	170,004			(10,700)	159,304	Utilized to produce net recreation/swim program and special events costs to zero.
018-155	Reserve-Dog Sled Races	17,721				17,721	Budget revenue = expense. Reserve adjusted at year-end so net revenue/expense = 0
018-160	Reserve-Regatta	12,774			(800)	11,974	Budget revenue = expense. Reserve adjusted at year-end so net revenue/expense = 0
018-161	Reserve-Regatta band shelter (Trillium grant requirement)	7,200	800			8,000	Annual contribution of 800 from the Regatta reserve until balance reaches 10,400.
018-165	Reserve-KCC committee	14,541				14,541	Budget revenue = expense. Reserve adjusted at year-end so net revenue/expense = 0
018-170	Lions Park Reserve	31,809				31,809	These funds belong to the Lion's Club.

2024 Budget Activity

Acct	Description	2024 Opening	Transfers in / Received in Year	Interest	Transfers out- account 029-001	2024 Ending
<b>Reserve Funds</b>		<b>2,479,232</b>	<b>672,399</b>	<b>0</b>	<b>(28,339)</b>	<b>3,123,291</b>
018-175	Reserve-Ralph Bice Centre	10,528			(1,000)	9,528
<b>Total Reserves &amp; Reserve Funds - Town</b>		<b>2,489,760</b>	<b>672,399</b>	<b>0</b>	<b>(29,339)</b>	<b>3,132,820</b>

Annual bursary of 1,000 until funds exhausted per resolution 324-23. The funds are in a segregated bank account, and in 2024 should earn approximately 600 in interest (net use for the year of 400).

Acct	Description	2024 Opening	Cash in Lieu/Gas Tax/OCIF	Interest	2024 Income-re obligatory reserve usage	2024 Ending
<b>Deferred Revenue - Obligatory Reserve Funds</b>						
016-001	Reserve-Gas Tax Funds	61,540	61,245	0	(122,785)	0
016-002	Reserve-Parks	29,285	2,900 <small>pkld funds rcvd to Feb '24</small>	0	(32,185)	(0)
016-003	Reserve-OCIF formula-based grant	99,621	202,643	0	(302,264)	0
		<b>190,446</b>	<b>266,788</b>	<b>0</b>	<b>(457,234)</b>	<b>(0)</b>

Resurface 2 km Echo Ridge Road (total project cost 339,000)

Use for Sand Lake Boat Ramp

Applied to AMP costs, Echo Ridge Road (not covered by Gas Tax) and Hwy 518 E overlay

**Deferred Revenue - Other**

part of 015-001	NORDS funding	301,278	86,699		(330,000)	57,977
		<b>301,278</b>	<b>86,699</b>	<b>0</b>	<b>(330,000)</b>	<b>57,977</b>

Resurface 2km Chetwynd Road (total cost 330,000). We need to identify an additional project to use remaining funds: capital work on any road with **farms** on it would likely qualify as resource-based



# Town of Kearney

## COUNCIL RESOLUTION # 2024-\_\_\_\_\_

Date: May 9, 2024

**MOVED BY:**

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

**SECONDED BY:**

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

**BE IT RESOLVED THAT** that the Council of the Corporation of the Town of Kearney accepts and approves the purchase of the Regatta Memorabilia as attached hereto.

**CARRIED**  \_\_\_\_\_

**DEFEATED**  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

**Recorded Vote:**

**For**

**Opposed**

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill

# Memorabilia

Sweat Shirts	Cost	Sell	Profit per item	Total	Total Profit after cost
\$25.63 6 med	\$153.78		\$50 \$24.37	\$300	\$146.22
\$25.63 24 large	\$615.12		\$50 \$24.37	\$1,200	\$584.88
\$25.63 24 XL	\$615.12		\$50 \$24.37	\$1,200	\$584.88
\$31.63 12 XXL	\$379.56		\$55 \$23.37	\$660	\$280.44
\$38.33 6 XXXL	\$229.98		\$55 \$16.67	\$330	\$100.02
<b>T Shirts</b>					
\$9.22 6 Med	\$55.32		\$20 \$10.78	\$120	\$64.68
\$9.22 24 Large	\$221.28		\$20 \$10.78	\$480	\$258.72
\$9.22 24 XL	\$221.28		\$20 \$10.78	\$480	\$258.72
\$12.74 12 XXL	\$152.88		\$20 \$7.26	\$240	\$87.12
\$17.24 6 XXXL	\$106.44		\$20 \$2.76	\$120	\$13.56
<b>T shirts 100 years</b>					
\$9.22 6 Med	\$55.32		\$20 \$10.78	\$120	\$64.68
\$9.22 24 Large	\$221.28		\$20 \$10.78	\$480	\$258.72
\$9.22 24 XL	\$221.28		\$20 \$10.78	\$480	\$258.72
\$12.74 12 XXL	\$152.88		\$20 \$7.26	\$240	\$87.12
\$17.74 6 XXXL	\$106.44		\$20 \$2.76	\$120	\$13.56
<b>Youth T shirts</b>					
\$9.22 6 small	\$55.32		\$15 \$5.78	\$90	\$34.68
\$9.22 6 med	\$55.32		\$15 \$5.78	\$90	\$34.68
\$9.22 12 large	\$110.64		\$15 \$5.78	\$180	\$69.36
<b>Baseball Shirts</b>					
\$20.75 6 med	\$124.50		\$30 \$9.25	\$180	\$55.50
\$20.75 24 Large	\$498		\$30 \$9.25	\$720	\$222.00
\$20.75 24 XL	\$498		\$30 \$9.25	\$720	\$222.00
\$22.88 12 XXL	\$274.56		\$30 \$7.12	\$360	\$85.44
\$27.12 6 XXXL	\$162.72		\$35 \$7.88	\$210	\$47.28
<b>Base ball caps</b>					
\$15 50	\$750		\$20 \$5	\$1,000	\$250.00
<b>Bucket Hats</b>					
\$15 Adult 50	\$750		\$20 \$5	\$1,000	\$250
\$15 Youth 25	\$375		\$20 \$5	\$500	\$125
<b>Buttons</b>					
\$0.50 200	\$100.00		\$2 \$1	\$200	\$100.00

**\$7,262.02**

**\$11,820 \$4,557.98**

**Memoribila**

\$11,820 Take in  
\$7,262.02 Paid for  
**\$4,557.98** Profit

Costs to break even

		total	Cost	sell	Breakeven		
		number					
Hoodies	m	6	153.78	50	3	\$	200.00
	l	24	615.12	50	13	\$	650.00
	xl	24	615.12	50	12	\$	600.00
	xxl	12	379.56	55	8	\$	385.00
	xxxl	6	229.98	55	5	\$	275.00
T shirts	m	12	110.64	20	6	\$	120.00
	l	48	442.56	20	23	\$	460.00
	xl	48	442.56	20	23	\$	460.00
	xxl	24	305.76	20	15	\$	300.00
	xxxl	12	206.88	20	10	\$	200.00
youth	s	6	55.32	15	4	\$	60.00
	m	6	55.32	15	4	\$	60.00
	l	12	110.64	15	7	\$	105.00
Baseball Shirts	m	6	124.5	30	5	\$	150.00
	l	24	498	30	17	\$	510.00
	xl	24	498	30	17	\$	510.00
	xxl	12	274.56	30	10	\$	300.00
	xxxl	6	162.72	35	4	\$	140.00
baseball hats		50	750	20	38	\$	760.00
bucket hats	adult	50	750	20	38	\$	760.00
	kids	25	375	20	19	\$	380.00
						\$	7,385.00
						\$	11,530.00
						\$	7,385.00
						\$	4,145.00

\$ 300.00	
\$ 1,200.00	
\$ 1,200.00	
\$ 660.00	
\$ 330.00	
\$ 240.00	
\$ 960.00	
\$ 960.00	
\$ 480.00	
\$ 240.00	
\$ 90.00	
\$ 90.00	
\$ 90.00	
\$ 180.00	
\$ 720.00	
\$ 720.00	
\$ 360.00	
\$ 210.00	
\$ 1,000.00	1250
\$ 1,000.00	1250
\$ 500.00	
\$ 11,530.00	



# Town of Kearney

## COUNCIL RESOLUTION # 2024-\_\_\_\_\_

Date: May 9, 2024

**MOVED BY:**

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

**SECONDED BY:**

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

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Kearney hereby directs Staff to engage the services of Brendar Environmental Inc. for the Municipal Household Hazardous Waste Day Event on Saturday August 17<sup>th</sup>, 2024 at 149 King William Street, Kearney, from 9 a.m. to 2 p.m.;

**AND FURTHER** that Staff are authorized to enter into the necessary agreements in this regard.

**CARRIED**  \_\_\_\_\_

**DEFEATED**  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



### Staff Report

**Staff Report No.** SR-2024-35  
**Date:** May 9, 2024  
**To:** Mayor, Deputy Mayor, and Members of Council  
**From:** Cindy Filmore, Deputy Clerk  
**Subject:** MNR – Air Muskoka Application re Fly-In

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#### **Recommendation:**

That Council supports the application submitted to the Ministry of Natural Resources regarding Air Muskoka's use of Willie Lake property

#### **Background:**

In April of 2024, I received the following request:

*Hello,*

*My name is Dave Gronfors of Air Muskoka, located at the Muskoka Airport.*

*We are in the process of cancelling our Land Use Permit on Travis Lake and having a new L.U.P. approved for Willie Lake, both in your Township.*

*This is all being handled by Parry Sound MNR. E mail contact there is [jennifer.stefanowitsch@ontario.ca](mailto:jennifer.stefanowitsch@ontario.ca) Please see the attached form provided and contact me for any further information.*

*Thank you for your attention on this matter.*

*Best Regards,*

*Dave Gronfors*

*Air Muskoka*

It should be noted that while this is a new application, Air Muskoka has utilized the Town of Kearney to operate their fly-in operation for more than 10 years, and that this application is in lieu of renewing their previous Land Use Permit on Travis Lake.

Additionally, the following documents were included:

Ministry of Natural Resources and  
Forestry

Ministère des Richesses naturelles et  
des Forêts

Bracebridge Minden Parry Sound District  
Parry Sound Work Centre  
7A Bay Street  
Parry Sound, ON P2A 1S4  
Tel.: 705-746-4201  
Fax.: 705-746-8828

District de Bracebridge Minden Parry Sound  
Centre de travail de Parry Sound  
7A, rue Bay  
Parry Sound, ON P2A 1S4  
Tél. : 705-746-4201  
Télééc. : 705-746-8828



**Date March 20, 2024**

Dave Gronfors – Air Muskoka  
1201 Gravenhurst Parkway  
Gravenhurst, ON  
P1P 1R1

**Subject: Decision Not to Apply for new Land Use Permit for Travis  
Lake**

Dear Permittee,

Take notice that the Ministry of Northern Development, Mines, Natural Resources and Forestry ("NDMNRF") has received your response indicating that you do not wish to apply for a new Land Use Permit ("LUP") upon the expiry of your current LUP#1656-1011769, located at \_\_LOT 31 CON IX Bethune Township in the town of Parry sound-Travis Lake.

Given that no new LUP will be issued to you for the use of the Site, you are required to comply with the following conditions of your current LUP:

Under conditions of your LUP, you are required to remove all improvements, property or other assets on the Site belonging to you or installed by you or on your behalf (including any signs or notices posted by you), at your sole cost and expense. You must leave the Site in a clean and safe condition, restored to its original state prior to your use of the Site. You must also promptly deliver to NDMNRF a completed occupier's self-reporting form and accompanying photographs of the Site evidencing the completion of these obligations.

Under conditions, any improvements, property or assets remaining on the Site following the expiry of the LUP may be disposed of by NDMNRF at your expense or, at the option of NDMNRF, may be retained by NDMNRF as the property of the Crown without compensation.

Under conditions, if you fail to leave the Site in a clean and safe condition, restored to its original state, NDMNRF may undertake such work as is necessary to restore the Site to the required condition, at your own cost and expense.

This work must be completed by May 1<sup>st</sup>, 2025.

Please direct any questions you may have about the terms and conditions of your LUP to [psdistrict.mnrf@ontario.ca](mailto:psdistrict.mnrf@ontario.ca)

Sincerely,



A/ Integrated Resource Management Technical Specialist  
March 20<sup>th</sup>, 2024

CC A/ District supervisor Natalie McMorrow

[Natalie.McMorrow@Ontario.ca](mailto:Natalie.McMorrow@Ontario.ca)

For Ministry use only	
File number: _____	
<b>Type of occupational authority</b> <input type="checkbox"/> Purchase/patent <input type="checkbox"/> Lease <input type="checkbox"/> License of occupation <input type="checkbox"/> Easement <input checked="" type="checkbox"/> Land use permit	<b>Type of applicant</b> <input type="checkbox"/> Personal <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Municipality

Please type or print. Once the form is completed, please contact your local MNR District Office to determine the appropriate contact for submission.

**Section 1. Applicant information**

Name of applicant (Applicant must show given names in full. No initials)  
 744185 ONTARIO INCORPORATED (D.B.A AIRMUSKOKA)

Mailing address (Street, PO Box or R.R. Number)

1701 BRAVENHURST PARKWAY

City, town or village

BRAVENHURST

Province

ON

Postal code

PIP1R1

Preferred telephone number during business hours

705 687-6696

Email address

airmusk@muskoka.com

I/We either:  am/are an employee(s) of the Ministry of Natural Resources and Forestry, OR

am/are not an employee(s) of the Ministry of Natural Resources and Forestry

**Section 2. Complete this section if more than one applicant**
**Additional applicant 1:**

Check one of the following:

Joint tenants  Tenants in common  Other: \_\_\_\_\_

Name of applicant (Applicant must show given names in full. No initials)

Mailing address (Street, PO Box or R.R. Number)

City, town or village

Province

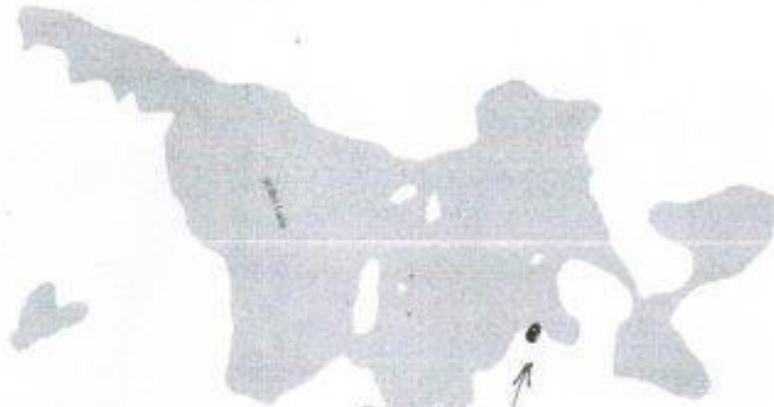
Postal code

Preferred telephone number during business hours

Email address



Google Maps



Google

Map data ©2023 200 m

PROPOSED SITE

$W 45^{\circ} 31' 41''$   $N 79^{\circ} 05' 24''$

Ministry of Natural Resources  
and Forestry

Parry Sound District Office  
7A Bay Street  
Parry Sound Ontario, P2A 1S4

Parry Sound, Minden, Bracebridge  
District

Ministère des ressources  
naturelles et des forêts

Telephone: (705) 746-4201  
Facsimile: (705) 746-8828



## MUNICIPAL COMMENT FORM

### *Commercial Outpost Camp and Work Permits*

IN THE MATTER OF:

A Land Use Permit Application for the purpose of a Commercial Outpost Camp and Work Permit in CON4 LOT 21 Township of Bethune

We, the Municipality of:

---

Have reviewed the proposal submitted by:

---

And,

- The intended use conforms to our planning policies
- The intended use does NOT conform to our planning policies

Please check the appropriate box.

Comments :

---

---

---

---

Name of Municipal Official :

---

Title :

---

Signature :

---

Date :

---

**Analysis:**

In reviewing this application in consideration of both the Official Plan and the Zoning By-law, I can relay the following:

The location of the affected property is within those lands designated as Rural in our Official Plan. Uses for Rural Lands can include hunting and fishing camps as well as tourism/commercial uses.

Our Zoning By-law recognizes these lands as within the Rural Zone, and as such can be utilized for hunting and fishing camps, as well.

You should note that, while their original intent was to erect their camp on the island within Willie Lake, Air Muskoka has recognized our Zoning By-law and has removed that portion of their request. Their proposal is to erect their camp at the south west side of the lake. They have also avoided any areas noted on the OP as environmentally sensitive, enhanced management areas, local wetlands or type 1 fish habitat.

**Financial Implications:**

While this support does not provide us with direct financial impact, and does not add to the Town coffers, by allowing a nearby business to succeed and prosper, the Town can be shown to support economic development as is part of our Official Plan.

**Conclusion:**

Staff would recommend that Council supports the request of Air Muskoka. While this support could have been simply signed by myself, as it is merely a review and conclusion based on Council's policy, at this juncture I felt it best to provide Council with the information and allow for discussion/debate.

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

**THE CORPORATION OF THE TOWN OF KEARNEY**

**BY-LAW 2024-XX**

**Being a By-law relating to:**

**SALE OF LAND**

---

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, section 270 provides that a municipality shall adopt and maintain policies with respect to the sale and other disposition of land;

AND WHEREAS it is deemed expedient to establish the procedures for the sale of land by the municipality;

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

1. That Council adopts the Sale of Land Policy attached hereto as Schedule "A".
2. That Council adopts the Closure and Sale of Road Allowances Policy attached hereto as Schedule "B".
3. That this By-law shall come into force and effect on the date of passing thereof.
4. That By-law No. 2005-34 be and is hereby repealed.

THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

---

**Cheryl Philip, Mayor**

---

**Nicole Gourlay, Clerk Administrator**

## SCHEDULE "A"

### Policy: Sale of Land

#### 1. Purpose and Effect

- 1.1 This policy is intended to govern the sale and disposal of municipal property by the Town of Kearney (the "Municipality") and related matters.
- 1.2 The Municipality shall follow the policies and procedures set out herein when disposing of property, unless an exemption applies or Council otherwise directs.

#### 2. Definitions

- 2.1 In this By-law:

"Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended from time to time, and includes the regulations thereunder.

"Appraisal" shall mean a written opinion as to the fair market value of the land prepared by ~~an individual with training and experience in valuing real property, including a qualified appraiser such as~~ a registered member of the Appraisal Institute of Canada ~~and/or a licensed real estate agent or brokerage firm.~~

"Sale" ~~includes shall mean~~ the transfer of the fee simple interest in land ~~and a lease of 21 years or longer.~~

#### 3. Commencement of Disposal Proceedings

- 3.1 The Municipality may dispose of property at its own initiative or upon the receipt of a written request or inquiry from an applicant.
- 3.2 Upon receipt of a written request or inquiry from an applicant about the disposal of municipal property or at the initiation of municipal staff (by report to Council) the Clerk shall include in a Council report the opinion of each involved municipal department head regarding the potential sale of the property.
- 3.3 The Clerk shall place the proposed sale on the Council meeting agenda for the purpose of considering whether to declare the property surplus and to receive direction and authorization on whether the Municipality will proceed with a sale, including the method of sale and any special conditions imposed by Council on the sale.

#### 4. Surplus Lands Declaration

- 4.1 Council shall, prior to the sale of land, declare by By-law or Resolution that the subject lands are surplus to the requirements of the Municipality.
- 4.2 A declaration that lands are surplus to the needs of the Municipality does not obligate the Municipality to dispose of the lands. The declaration may be rescinded by By-law or Resolution at any time before a binding agreement of purchase and sale is entered into by the Municipality, or if no formal agreement is required, the declaration may be rescinded at any time prior to completion of the sale.

**Commented [JB1]:** Appraisal could be defined as solely a formal appraisal prepared by an appraiser. Many municipalities have a broader definition which includes letters of opinion prepared by qualified real estate agents. It's a municipal decision as to how the Town wishes to define this.

**Commented [CF2R1]:** Council has determined that they would prefer an appraiser

**Commented [JB3R1]:** Please see change made.

**Commented [JB4]:** Your existing bylaw includes a lease of 21 years or longer. Whether to include this, and how broadly to define what is a "sale" is a policy decision. You could consider whether to also include shorter-term leases, or the granting of other permanent rights in land such as permanent easements.

**Commented [CF5R4]:** Council wishes to have sale = sale

**Commented [JB6R4]:** Please see change made.

**5. Notice**

- 5.1 The Municipality shall give notice to the public of a proposed sale in accordance with the provisions of the Municipality's Notice By-law in effect at the date of the declaration that the lands are surplus.
- 5.2 Notwithstanding section 5.1 above, Council may direct, by resolution, special arrangements for the providing of public notice with respect to a proposed sale.

**6. Method of Sale**

- 6.1 The following method or methods of advertising and/or conducting a sale may be utilized by the Municipality:
  - 6.1.1 direct sale/negotiation with an interested party;
  - 6.1.2 invitations for tender or proposal call;
  - 6.1.3 listing the land for sale with a licensed real estate broker;
  - 6.1.4 advertising on municipal website;
  - 6.1.5 such other manner as Council deems appropriate.
- 6.2 Council shall, by resolution, determine the method of sale and provide direction for any special conditions or terms to be used for the sale of the lands, including with respect to the sale price, and the Clerk shall carry out the sale in accordance with the methods, terms and conditions as directed by Council.
- 6.4 Prior to completing the sale of lands, Council shall pass a By-law authorizing and directing the sale and/or the entering into of any agreement for such purpose.

**7. Appraisal**

- 7.1 The Municipality shall, prior to the sale of any land, obtain at least one appraisal.
- 7.2 Unless Council directs otherwise, the appraised value of the land shall form the sale price.
- 7.3 Notwithstanding sections 7.1 and 7.2 above, unless otherwise determined by resolution of Council, the Municipality shall not be required to obtain an appraisal for any of the following classes of land:
  - 7.3.1 0.3 metre reserve - land 0.3 metres or less in width originally acquired in connection with an approval or decision under the Planning Act.
  - 7.3.2 railway lines - land formerly used for railway lines if sold to an owner of land abutting the former railway land
  - 7.3.3 no highway access - land that does not have direct access to a highway, if sold to an owner of land abutting that land.
  - 7.3.4 Expropriations Act - land repurchased by an owner in accordance with s.42 of the Expropriations Act.
  - 7.3.5 Municipal Act, 2001 -land sold under s.107 (General Power to Make Grants) or s.108 (Small Business Counselling) or s.110 (Agreements for Municipal Capital Facilities)
  - 7.3.6 easements - easements granted to public utilities or telephone companies.
  - 7.3.7 land sold to another municipality, local board including a school board or conservation authority, or the Crown in Right of Ontario or Canada or their agents.

**8. Deposit**

8.1 Unless otherwise directed by resolution of Council, the proposed purchaser of lands shall be responsible for all costs incurred by the Municipality relating to the sale, including, but not limited to, appraisal costs, advertising, easements to be retained by the Municipality or to be granted to a public authority, legal fees and disbursements, survey costs, administrative fees and all applicable federal and provincial taxes. The Municipality may require the proposed purchaser to submit a deposit in an amount determined by Council resolution, or other policy or By-law of the Municipality, for this purpose.

**9. Exemption**

9.1 This policy shall not apply to the sale of unopened road allowances or shore road allowances which shall be governed by a separate policy.

## **Schedule “B”**

### **Policy: Closure and Sale of Road Allowances**

#### **1. General Policy**

- 1.1 This policy shall apply to the closure and sale of unopened road allowances, shore road allowances, or other unopened public highways under the jurisdiction of the Town of Kearney (the “Municipality”). The terms “unopened road allowance” or “road allowance” shall be deemed to include all of the foregoing types of roads.
- 1.2 Council may approve applications for the closure and sale of unopened road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such closure and sale.
- 1.3 Council in considering an Application may determine or give direction concerning potential alternatives to a disposition and may direct or offer the granting of an easement or right of way or some other form of authorization concerning the use and/or occupation of the subject road allowance (in accordance with and subject to any other applicable by-laws or policies of the Municipality)

#### **2. Owner of Adjacent or Abutting Lands**

- 2.1 Applications for the closure and sale of unopened road allowances shall only be received from an owner of land adjacent to or abutting that portion of said road allowance which is the subject matter of the application, subject to Section 3.

#### **3. Application by Non-Abutting Owners**

- 3.1 Council may consider and approve applications submitted by those persons who are not abutting land owners where Council is satisfied that:
  - 3.1.1 Consent  
The approval would not adversely affect the land adjacent to or abutting the subject road allowance; in this regard, Council may require the Applicant to obtain the consent of the abutting land owner(s);
  - 3.1.2 Access  
The Applicant has appropriate road access (Municipally maintained roads and/or registered right-of-way) to the Applicant's lands;
  - 3.1.3 Compliance: Zoning  
The Applicant's lands, including the lands which are the subject of the application, comply with the Zoning By-law requirements of the Municipality;
  - 3.1.4 Conditions  
Such further conditions as Council deems necessary in the circumstances.

#### **4. Road Allowances Leading to Water**

- 4.1 The Municipality will not generally consider the disposition of a road allowance leading to a waterbody. Exceptions may be considered by Council, in its sole discretion, if:

- 4.1.1 Council determines there are other suitable access points to the subject water body that are available to the public; or
- 4.1.2 Council has determined that the subject road allowance does not or would not provide suitable access to the subject water body.

**5. Notice**

- 5.1 The Municipality shall give notice to the public of a proposed sale in accordance with the provisions of the Municipality's Notice By-law in effect at the date of the declaration that the lands are surplus.
- 5.2 Notwithstanding section 5.1 above, Council may direct, by resolution, special arrangements for the providing of public notice with respect to a proposed sale.

**6. Surplus Lands Declaration**

- 6.1 Council shall, prior to the sale of land, declare by By-law or Resolution that the subject lands are surplus to the requirements of the Municipality.
- 6.2 A declaration that lands are surplus to the needs of the Municipality does not obligate the Municipality to dispose of the lands. The declaration may be rescinded by By-law or Resolution at any time prior to completion of the sale.

**7. Sale Price**

- 7.1 The sale price for the conveyance of a closed road allowance shall be in accordance with the Municipality's Fees & Charges By-law which is in effect at the time of the submission of an application for closure and sale.

**8. Survey**

- 8.1 The Applicant for a road allowance closure, if the application is approved in principle by Council, shall be required to obtain, at their cost, a survey (reference plan) of the lands subject to the application, which must show the original boundaries of the road allowance, and the location and size of all buildings situated on the road allowance. In the case of the closure of a shore road allowance, the survey shall show the original water level and the current water level.

**9. Legal, Administrative and Other Costs**

- 9.1 The Applicant will be responsible for all municipal, legal, administrative, appraisal and survey costs in connection with a submitted application. The Applicant shall be required to submit a deposit to the Municipality which shall be used for any costs directly incurred by the Municipality. The deposit amount shall be in accordance with the Municipality's Fees & Charges By-law which is in effect at the time of submission of the application. Notwithstanding the deposit amount, the Applicant shall be responsible for all costs incurred by the Municipality should the costs exceed the deposit.

**10. Shore Roads Under Water**

- 10.1 No road allowance that is entirely under water shall be sold. Where a road allowance that is the subject of an application is partially under water, Council may direct that such portion that is under water not be sold and that such lands be shown as a distinct and separate part on the reference plan.

**11. Future or Potential Access to Other Land**

11.1 In determining whether to grant approval to a closure and sale, Council may consider potential future public need for the road allowance and/or whether such road allowance does or could facilitate access to other lands. Council has sole discretion to determine whether such future needs or access requirements exist and/or must be protected.

**12. Easements**

12.1 As a condition of the closure and sale of a road allowance, the Municipality will consult with utility providers (e.g. Electricity, Telecommunications providers), other agencies (e.g. Public Works Canada) and any such other persons (including owners of other properties in proximity to the lands subject to the application) as it may deem appropriate to determine if such providers, agencies or persons have infrastructure on the lands subject to the Application and/or whether such entities or persons require an easement or right of way. The Municipality may in its sole discretion grant such easement(s) or right(s) of way prior to any conveyance to the Applicant.

**13. Procedural Guideline ~~and Application~~**

13.1 Schedule 1 under this policy outlines the specific process for commencement of an application and consideration thereof, ~~as well as the prescribed Application Form.~~

**Commented [JB7]:** Would you like to include the application form as part of this policy?

**Commented [CF8R7]:** Council would like to see wording changed to allow application to be amended from time to time without the need to change the by-law

**Commented [JB9R7]:** Please see change, application does not need to be attached.

## SCHEDULE 1 TO POLICY: CLOSURE AND SALE OF ROAD ALLOWANCES

### PROCEDURE

#### 1. Application

- a. Submit to the Municipality a complete Application ~~on the form attached hereto~~adopted by the Municipality from time to time ~~to the Municipality~~ with payment of an Application Fee and a Legal and Planning Deposit in accordance with the Municipality's current Fees & Charges By-law.
- b. Provide as much detail as possible including legal description of the property, copy of the property deed for adjacent land owned by the Applicant, plan or sketch of request.
- c. Review the Official Plan for the Town of Kearney to determine if the request is within a designated area of interest such as spawning, deer yard, etc.
- d. It is recommended that the Applicant informs any adjacent owners to the subject lands of the intentions of the Application. This will also be done by the Municipality as part of the process.

**Commented [JB10]:** If the application form will not be attached, amend this language. Also if the deposit is obtained at the time the application form is received, this should be added in here (see other comments on this point as well).

**Commented [CF11R10]:** Please amend to allow the form not to be attached. Deposit to be received

**Commented [JB12R10]:** Please see changes.

#### 2. Council Determination

- a. Staff will receive the Application and supporting documents. A review of the request will be performed by Staff and the documents will be sent to the Municipal solicitor for relevant investigations. ~~with a~~ Once the review is completed, ~~s~~Staff will make a recommendation ~~provided~~ to Council at the next appropriate Council meeting where the Application will be placed on the Agenda.
- b. Council will consider the Application at the scheduled meeting. If a finding is in favour of the Application, a Resolution of "Approval in Principle" will move forward and be sent to instructions will be sent to the the Municipal solicitor for investigation and processing.
- c. If Council does not support the Application, the item will not be passed, the Applicant will be notified and the process will end.

**Commented [JB13]:** If you would like this legal review to occur before the matter initially goes to Council (as we were discussing the other day on the phone), then it could be moved in section 2a) as something that is done to assist staff formulating their recommendation to Council.

**Commented [CF14R13]:** Yes, please. We would prefer to have your review applications to assist staff in formulating our recommendation

**Commented [JB15R13]:** Please see changes made to sections 2(a) and (b).

#### 3. Deposits – A Summary

- a. Application Fee  
This is a Non-Refundable fee for preliminary investigation prior to the application being placed on the Council Agenda. The amount of this fee shall be pursuant to the Municipality's current Fees & Charges By-law.
- b. Legal and Planning Deposit  
This is a deposit to be held by the Municipality until the finalization of the Application. This deposit will be used to cover legal fees, administrative fees, advertising costs and planning and/or other consultant services as may be required by the Municipality. The amount of the deposit shall be pursuant to the Municipality's current Fees & Charges By-law.

- i. ~~The file will be placed on hold until the deposit funds have been paid to the Municipality. This deposit is to be received by the Municipality within thirty (30) days of Council's "Approval in Principle".~~

**Commented [JB16]:** Do you receive the deposit at this point in the process, or is it submitted with the application? If you are having a legal review prior to Council approving in principle, then the deposit should be received with the application so it can be applied to legal costs for review.

**Commented [CF17R16]:** Moving forward, we would wish to have you review the application prior to Council approving in principle

**Commented [JB18R16]:** Please see changes above.

#### 4. Land Sale Price

The sale price for the land shall be determined in accordance with the Municipality's current Fees & Charges By-law in effect at the time of submission of the application. If the Municipality's current Fees & Charges By-law requires that the sale price shall be determined by an appraisal, then once the Application has been "Approved in Principle"

and a survey (reference plan) has been prepared the applicant shall be directed by the Municipality to obtain said appraisal and submit it to the Municipality for review and approval. The appraisal is to determine the fair market value of the lands and is to be prepared by a qualified appraiser (such as a registered member of the Appraisal Institute of Canada). All costs associated with the appraisal are the responsibility of the Applicant and are to be paid directly to the appraiser.

**Commented [JB19]:** This should likely provide some guidance on whether this must be an appraisal prepared by a qualified appraiser, or would the Town accept a less formal letter of opinion from a licensed real estate agent?

**Commented [CF20R19]:** Council wishes to have an appraisal by a qualified appraiser

**Commented [JB21R19]:** Please see added sentence.

## 5. Survey Plan

Applicants are to instruct their surveyor to prepare a draft survey plan once the Application has been "Approved in Principle" ~~and the deposit has been paid to the Municipality. Instructions regarding the survey will be received from the Municipal solicitor.~~ The Applicant is responsible for making arrangements for the survey with an Ontario Land Surveyor. All costs associated with the survey are the responsibility of the Applicant and are to be paid directly to the surveyor.

**Commented [JB22]:** As a note, for some other municipalities we act for we send an instruction letter to the applicant after the file is approved in principle. However, to date for Kearney files, Town Staff have handled the instructions and we do not typically get "involved" with the survey until we are sent a draft to review. I've prepared this summary to match the existing procedure we follow with Kearney. It could be amended if you prefer.

**Commented [CF23R22]:** Please amend

**Commented [JB24R22]:** Please see changes.

**NOTE:** If the Application is for the closing of a Shore Road Allowance, the final decision as to the direction in which the lot line extends across the road allowance rests with Council after input from the adjacent owners.

## 6. Municipal Solicitor

The Municipal solicitor will give notice to the ~~adjoining-adjacent~~ land owners, prepare a Public Notice for publication/posting, circulate letters to Bell Canada, Hydro One and Public Works Canada for clearance, prepare the by-law(s) required, investigate title to the property, and prepare a Transfer/Deed, as well as provide information on any issues that may be encountered during each step.

## 7. Registration of Transfer/Deed

The Applicant will be required to retain their own solicitor and the draft Transfer/Deed will be sent to the Applicant's solicitor. Once all fees have been paid by the Applicant, the Municipality solicitor will release the Transfer/Deed to the Applicant's solicitor for registration. The Applicant's solicitor will provide a copy of the Transfer/Deed to the Municipal solicitor.

## 8. Application to Consolidate

The Applicant, through their solicitor, shall be required to provide certification that title to the road allowance lands have been taken in the same name as the adjacent lands owned by the Applicant and that title to these two properties have merged. In addition, ~~the~~ Applicant may be required by the Municipality to register an Application to Consolidate their adjacent lands with the portion of the road allowance/shore road allowance that they have purchased if it will be permitted by the Land Registry Office.

**Commented [JB25]:** Typically the Town has not required an actual application to consolidate, just a certification that the lands have merged. However, we can include this as a possible requirement in the policy. (Note: an application to consolidate will not create a merger, but it consolidates two properties into one PIN).

**Commented [CF26R25]:** Please include as a possible requirement

**Commented [JB27R25]:** The way I drafted this uses the word "may" so that means it might be a requirement. I did add the words "in addition" to indicate that it would be something that is asked for in addition to the certification re: merger.

## 9. A Word of Caution

When the Municipal solicitor and Municipal Staff/Planners do their investigation, sometimes the most unusual issues turn up and these have to be resolved which adds to the cost of the process. The most common issues are easements required by Hydro One or Bell Canada, but it could be title problems or objections by neighbours. We will work with the Applicant to keep them informed during the process of any issues.



# Town of Kearney

## COUNCIL RESOLUTION # \_\_\_\_\_-24

Date: May 9, 2024

**MOVED BY:**

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

**SECONDED BY:**

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

**BE IT RESOLVED** that Council of the Corporation of the Town of Kearney determines the following delegates will attend the 2024 District of Parry Sound Municipal Association Spring Meeting Friday May 17th, 2024;

\_\_\_\_\_  
\_\_\_\_\_

**CARRIED**  \_\_\_\_\_

**DEFEATED**  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

**Recorded Vote:**

**For**

**Opposed**

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



## **District of Parry Sound Municipal Association**

c/o Township of McKellar, 701 Hwy 124 McKellar, ON P0G 1C0

**President:** Lynda Carleton      **Secretary-Treasurer:** Karlee Britton

**Spring 2024 Agenda – 168<sup>th</sup> Meeting – Friday, May 17, 2024**

**Hosted by the Township of Perry**

**Emsdale Community Centre, 25 Joseph St, Emsdale, ON P0A 1J0**

- 8:15-9:00**      Registration / Coffee sponsored by **R.H.H. Engineering**, *Engineering Firm for the construction of the new Emsdale Community Centre.*
- 9:00-9:30**      Opening Remarks by Mayor Norm Hofstetter, Township of Perry  
Introduction of the Head Table  
Greetings from MP Parry-Sound Muskoka, **Scott Aitchison** (*invited, to be confirmed*)  
FONOM Update presented by **FONOM President, Danny Whalen**
- 9:30-9:50**      **How does Section 32 of the Occupational Health & Safety Act effect you as a Member of Council!?** Presented by Jeff Pajot, H&S Consultant with Public Services Health & Safety Association (PSHSA)
- 9:50-10:30**      **Navigation in Waterways, who is Responsible? DFO or Municipalities?** presented by Jacob Barkley, Department of Fisheries and Oceans Canada (DFO)
- 10:30-10:45**      Coffee break sponsored by **Russell Christie LLP**
- 10:45-11:15**      **Municipal Staff Retention & Succession Planning** presented by Jane Parr, OMHRA Education Committee Chair & Director of Human Resources for Simcoe County, Ontario Municipal Human Resources Association (OMHRA)
- 11:15-11:30**      **Did you say Grant Money!?** **Current Grants for District of Parry Sound Municipalities** presented by Michael Grach, Senior Director of Business Development with Grant Match
- 11:30-12:00**      **Community Paramedicine Program**, presented by Tom Smith, EMS Supervisor of Community Paramedicine District of Parry Sound
- 12:00-1:00**      Lunch – Carved Roast Beef dinner "AAA Inside Round" with mixed vegetables, Yorkshire pudding, gravy, horse radish sauce and mashed potatoes by **Tanners Inn & Dining**, with garden salad and Boston Cream Cake for dessert
- 1:00-2:30**      Remarks from **Graydon Smith**, MPP Parry Sound-Muskoka  
Remarks from **Minister of Infrastructure, the Honourable Kinga Surma**  
  
**Roundtable Discussion** with Minister Surma and MPP Graydon Smith, *moderated by DPSMA President, Lynda Carleton*
- 2:30**      **Resolutions / Business Meeting**
- Adoption of the Minutes of the Fall 2023 Meeting
  - Minutes of the December 13, 2023 Executive Meeting
  - Treasurer's Report August 1, 2023 to December 31, 2023
  - Honourarium and Administrative Fee Review
  - Township of Perry Blue Box Transition Resolution
- Draw for Mystery Door Prize: Must be present to claim  
Host and Date of Next Meeting: Township of the Archipelago - September 27, 2024  
Adjournment



**District of Parry Sound Municipal Association**  
c/o Township of McKellar  
701 Hwy 124, McKellar, ON P0G 1C0  
President: Lynda Carleton | Secretary-Treasurer: Karlee Britton

**DPSMA 2024 Spring Meeting**

The Spring Meeting of the District of Parry Sound Municipal Association will be held on **Friday, May 17, 2024** hosted by the Township of Perry. The location of the meeting is at the *brand new Emsdale Community Centre*, 25 Joseph Street, Emsdale, ON P0A 1J0.

**Registration/coffee begins at 8:15 am with the Meeting starting at 9:00 am.**

The cost is **\$50.00** per person and includes lunch and refreshment breaks. Please notify if a vegan, vegetarian or other dietary restriction option is needed.

Please make cheques payable to the 'District of Parry Sound Municipal Association' and forward c/o The Township of McKellar, P.O. Box 69, McKellar, ON P0G 1C0.

\_\_\_\_\_ will be sending (Name of Municipality/Organization)

\_\_\_\_\_ delegates @ \$50.00 each, for a total of \_\_\_\_\_.

The following delegates will be attending:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please confirm attendance on or by Monday, May 6, 2024**, so that catering arrangements can be finalized.

**Registration can be made by:**

Email: [deputyclerk@mckellar.ca](mailto:deputyclerk@mckellar.ca)  
Fax: 705-389-1244  
By phone: 705-389-2842 x5  
By mail: 701 Highway 124 P.O. Box 69 McKellar, ON P0G 1C0  
*Payment to follow registration, please send cheques in the mail or bring to the event.*

**Payment is expected for all delegates registered, regardless if they attend, as meal payment is based on the registration.**



## Staff Report

**Staff Report No.** SR-2024-36  
**Date:** May 9, 2024  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Paul Audette, Public Works Superintendent  
**Subject:** Transfer Station Hours

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### **Recommendation:**

It is Staff's recommendation that Council receives this report and takes into consideration and have our Transfer Station closed on the Statutory Holidays that do not fall in our summer months.

### **Background:**

Through discussions and investigations, the Transfer Station has had several different situations in the past. From contracting out the position of Transfer Station attendant to taking on the responsibility in house and now a union position, it has had different changes to its operational hours and days open availability. There has been a multitude of changes to having the Transfer Station open on holidays to closed on some holidays to now open on all holidays regardless of the time of year.

### **Analysis:**

Attached: **Form A** – outlines our neighboring Townships Transfer Station hours of operation and days open.

Having Dumps and Transfer Stations closed on Statutory Holidays or pushing a day for curbside pick-up is common practice not only in our area but throughout Ontario.

Having our Transfer Stations open and available is a necessary convenience for the Town of Kearney residents, but we also have a fiduciary responsibility as well. Summer months from the May long weekend to September long weekend the Town swells in population giving the necessity to remain open on the Statutory holiday that falls on the Monday allowing Cottagers to be able to dispose of their garbage before leaving Town. Full-time residents can utilize our Transfer Stations at any given time during the week or weekends.

The financial ramifications noted below, and time off accumulated from opening on holidays, do not reflect the usage from our Town Residents.

The process of reducing the cost to the Town regarding overtime hours has already begun with the elimination of Curbside pick-up from the Transfer Station Attendant to the Public Works Department Staff along with any Monday that falls on a holiday, garbage and recycle will be picked up the following day.

Accumulation of banked time is time that is taken away from having a full-time staff member to be able to operate the Public Works Department efficiently and effectively throughout the year, giving more opportunities to finish projects or take on other projects which is hard to put a monetary dollar value to. However, given the days off you can see running shorthanded does have an effect on potential work and proper maintenance.

**Financial Implications:**

<u>Holiday</u>	<u>Statutory Pay</u>	<u>Overtime Hours at 1&amp;1/2 Times</u>
New Years Day	8 hours	12 hours
Family Day	8 hours	12 hours
Good Friday	8 hours	12 hours
Good Friday	8 hours	12 hours
Easter Monday	8 hours	12 hours
Thanksgiving	8 hours	12 hours
Remembrance Day	8 hours	12 hours
Boxing Day	8 hours	<u>12 hours</u>
	Total Hours:	86 hrs. divided by 8-hour days = <b>10.75 days off.</b>

**Curbside pick-up:** 1.5 hrs. which is paid out at 2.25 hrs. x 52 weeks = 117 hrs. / 8 = **14.62 days off**

**Money Collection:** .5 hrs. paid out at .75 hrs. x 52 = 39 / 8 = **5 days off.**

Days off from overtime = 10.75 + 14.62 + 5 = **30 days off**

30 days x 8 hrs./day = 240 hrs. x \$43.00 = **\$10,320.00**

Attendant takes banked days off on weekends and Staff must cover.

Every day my Staff or Parks and Rec. work is equal to 12 hours of banked time due to overtime accumulation of working weekends.

**1.5 hrs. x 8 = 12hrs. x 30 days = 360 hrs. / 8 = 45 days off**

45 days x 8 hrs./day = 360 hrs. x \$43.00 = **\$15,480.00**

Total = **75 days off**, \$10,320.00 + \$15,480.00 = **\$25,800.00**

**Conclusion:**

Staff feel that given the report presented to Council that going forward we make the necessary steps and change the operating hours of our Transfer Station.

**Prepared by:**

Paul Audette, Public Works Superintendent



## Perry and Burks Falls Transfer Station

### Form A:

#### **Perry Township: Hours of Operation**

Friday - Tuesday: 8:00 a.m. - 4:00 p.m.

Wednesday & Thursday: Closed

#### **Closed:**

New Year's Day, Family Day, Good Friday, Canada Day, Remembrance Day, Christmas Day, and Boxing Day

When the holiday falls on a Wednesday, the Transfer Station will be closed on the Tuesday preceding the holiday. If the holiday falls on a Thursday, the Transfer Station will be closed on the Friday following the holiday.

Closed on Holidays: New Years Day, Family Day, Good Friday, Easter Monday, Remembrance Day, Christmas Day, Boxing Day.

#### **Burks Falls Transfer Station:**

#### **WINTER HOURS:**

##### Sept 1st to Apr 30th

Sunday - 11 - 5 p.m.

Monday - 11 - 5 p.m.

Tuesday - closed.

Wednesday - closed

Thursday - 11 - 5 p.m.

Friday - 11 - 5 p.m.

Saturday - 11 - 5 p.m.

#### **SUMMER HOURS:**

##### May 1st to Aug 31st

Sunday - 10 - 5 p.m.

Monday - 10. - 5 p.m.

Tuesday - closed.

Wednesday - closed.

Thursday - 10 - 5 p.m.

Friday - 10 - 5 p.m.

Saturday - 10 - 5 p.m.

Closed on Holidays: New Years Day, Family Day, Good Friday, Easter Monday, Remembrance Day, Christmas Day, Boxing Day.



## Staff Report

**Staff Report No.** SR-2024-37  
**Date:** May 9, 2024  
**To:** Mayor, Deputy Mayor, and Members of Council  
**From:** Cindy Filmore, Deputy Clerk  
**Subject:** Zoning By-law Update

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### **Recommendation:**

That Council approves the drafting of an amendment to by-law 2022-20 to include a definition for Food Truck, to allow their use in commercial zones for further Council consideration.

### **Background:**

In June of 2023 the Town received a request that an ice-cream truck to be allowed to set up on a property currently zoned as Commercial.

Staff was directed to have the individual apply for a pre-consultation as it was felt that the planning consultants would be able to provide a proper analysis of situation as staff time was limited.

The Summary Report provided by the consultants outlined that a Zoning By-law Amendment would be necessary and that the property owner would need to apply for this amendment as the request is to have an unrecognized use (food truck) allowed on the property

### **Analysis:**

By-law 2022-20, the Town's Zoning By-law, does not identify Food Trucks as a permitted use in any Zone. It does not define Food Truck in its definitions, and as the Zoning By-law is a *permissive* law (meaning that only items that are permitted are listed) by default any uses NOT listed are not allowed.

Food trucks have become a "normal" part of our society since COVID. When restaurants were closed due to "lock down", Food Trucks became more utilized means of serving food and it has been more common to see them at local events and festivities.

While a ZBLA for this one property could be used, Staff feel it would be more beneficial to provide for a small housekeeping amendment to the current zoning by-law. By instigating a definition for a Food Truck/Trailer and detailing that Food Trucks/Trailers would be allowed in certain zones (for instance, any Commercial zone). This would allow for food trucks to attend the Regatta and Dogsled Races, Legion events, ball tournaments, etc., without fear of reprisal. It would also decrease the workload of our By-law Enforcement Team from having to enforce an arcane zoning by-law infraction during festivals and events. It would save local organizations the additional requirement to request a ZBLA for their property.

### **Financial Implications:**

As with any by-law amendment, especially with regard to zoning by-laws where we employ planning consultants, legal counsel, etc., some costs will be incurred. Staff feels that these costs will be minimal but is awaiting clarification from our planning consultants.

### **Conclusion:**

Staff recommends engaging our planning consultants to draft an amendment to our current zoning by-law to allow for a definition and delineation of the term Food Truck.

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



# Town of Kearney

## COUNCIL RESOLUTION # 2024-\_\_\_\_\_

Date: May 9, 2024

**MOVED BY:**

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

**SECONDED BY:**

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

**BE IT RESOLVED** that the Corporation of the Town of Kearney has reviewed the tenders for Surface Pulverization and Asphaltting of Chetwynd Road and Echo Ridge Road as attached hereto and authorizes advertisement thereof.

**CARRIED**  \_\_\_\_\_

**DEFEATED**  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

**Recorded Vote:**

**For**

**Opposed**

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



# *Town of* **Kearney**

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

## **TENDER TO PROVIDE SURFACE PULVERIZATION**

Emailed tenders clearly marked “Surface Pulverization.”  
will be received by the undersigned.

**No.: 2024-01**

**Closing at: 2:00 p.m., Monday, June 3-2024**

**Tender opening at: 2:10 p.m., Monday June 3-2024**

**Awarding of tenders will be made by Council  
at the following regularly scheduled meeting**

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

**Paul Audette, Public Works Superintendent  
paul.audette@townofkearney.ca**

***Lowest or any tender not necessarily accepted***

***Please note that faxed tenders are not acceptable***

## TENDER FOR SURFACE PULVERIZATION

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

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

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

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

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

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

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

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

\_\_\_\_\_

Address: \_\_\_\_\_

Signature of Person Signing for Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Witness or Firm Seal: \_\_\_\_\_

## **TENDERING PROCEDURES**

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

## **BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements will be disqualified:

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

## **BASIS OF PAYMENT**

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

## **COMPLETION DATE**

The Contractor shall complete the work by: **Friday, August 2-2024**

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 included in the price bid for the work.

## **PULVERIZATION & RESTORING ROADWAY**

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

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

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

## **PAYMENT TERMS**

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

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

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

## **CONTRACTORS TO INVESTIGATE**

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

## **GOODS AND SERVICES TAX**

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

## VARIATION OF QUANTITIES

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

## CONTRACTORS EXPERIENCE, ABILITY, CAPITAL AND PLANT

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

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

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

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

Statement "C": List of Suppliers.

### STATEMENT "A" – Contractor's experience for references

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### STATEMENT "B" – List of Subcontractors

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STATEMENT "C" – List of Suppliers

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

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

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

Name of Signing Authority for Contractor:

\_\_\_\_\_ (Please Print)

Position:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Place Seal of Contractor Here

## **REFERENCES**

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

## **PRICING REQUIREMENTS**

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

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

## **LOADING OF MOTOR VEHICLES**

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

## **DAMAGE BY VEHICLES AND OTHER EQUIPMENT**

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

## **SPILLS REPORTING**

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

## **INSURANCE REQUIREMENTS**

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

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

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

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

## **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

### **CONTRACTOR'S DISCHARGE OF LIABILITIES**

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

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

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

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

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

### **COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**

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

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

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

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

### **PROTECTION OF THE PUBLIC AND TRAFFIC**

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

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

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

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

### **TRAFFIC PROTECTION PLAN AND MEASURES**

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



*Town of*  
**Kearney**

**THE CORPORATION OF THE TOWN OF KEARNEY**

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

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**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

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**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

INTRODUCTION/SCOPE OF WORK

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**1.0 INTRODUCTION/SCOPE OF WORK**

The tender is for the supply of materials, labour, equipment and traffic control for Asphalting of Chetwynd Road and Echo Ridge Road over the pulverized portions with one 60mm. lift of HL4 for 2024.

All proposals must be CLEARLY marked "Asphalt Chetwynd Road / Echo Ridge Road for 2024 with same forwarded to:

Paul Audette  
Public Works  
Superintendent  
[paul.audette@townofkearney.ca](mailto:paul.audette@townofkearney.ca)

Please note Paul Audette is the **primary contact** for questions during the submission process. Mr. Audette can be contacted via email [paul.audette@townofkearney.ca](mailto:paul.audette@townofkearney.ca) or alternatively, by telephone: (705) 746-1735. To ensure fairness to all proponents, any and all questions that require detailed clarification or that may materially alter this tender shall be submitted in email form.

Without limiting the generality of this Tender, the successful proponent will be responsible for all works necessary in accordance with OPS Standard.

## **2.0 GENERAL INSTRUCTIONS TO BIDDERS**

### **2.1 Emailed Tenders**

All proponents shall email signed Tenders, marked as follows:

**Asphalt of Chetwynd Rd. and Echo Ridge Rd. for 2024**

### **2.2 CLOSING DATE/TIME**

Sealed and marked Tenders will be received until 2:00 PM on Monday, June 10, 2024. Tenders will be opened at 2:15 PM of the same day.

### **2.3 BIDDER IDENTIFICATION**

Each bid shall contain the full name of the proponent, and be duly signed by a person with binding corporate authority.

### **2.4 SUBMISSION OF QUOTATION**

- **Form of tender:** Tender shall be submitted on the blank form herewith provided and shall give the lump sum and/or unit prices for the work, and the total tender shall be described in both words and figures.
- **Proponent Information Experience:** The proponent information experience shall be submitted on the blank form herewith provided.
- **Addenda:** Bidders shall sign and date all addenda and attach copies to the submitted tender.
- **Tender Deposit.** Bidders shall submit a certified cheque or bid bond in the amount of 10% of the tender price.

### **2.5 ACKNOWLEDGEMENT**

The proponent acknowledges that they have carefully reviewed this Tender, including any and all other related all relevant documents, and understands the scope of work proposed; further, they confirm that their Tender is based entirely on the terms, specifications, requirements and conditions as set out in the Tender document.

### **2.6 INELIGIBILITY BASED ON PAST PERFORMANCES**

The Town reserves the right to disqualify a contractor due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work or termination of previous contracts.

### **2.7 TAXES – HARMONIZED SALES TAX (HST)**

The 13% Harmonized Sales Tax will be paid on all work performed within the contract. It will be listed as a separate item on all tender documents and adjusted on final payment in accordance with the final contract price.

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Rd. and Echo Ridge Road FOR 2024**

GENERAL INSTRUCTIONS TO BIDDERS

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**2.8 ACCEPT OR REJECT PROPOSALS**

The proponent is advised that the Corporation of the Town of Kearney reserves the right to reject any or all bids. The Town may also, at its sole discretion, award the proposed work to other than the low bidder. The proponent is advised that failure to satisfy any term or condition of this Tender may result in the rejection of said Tender. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids with incomplete calculations, bids lacking required information (bonding/proof of insurance), will be rejected as incomplete.

**2.9 IRREVOCABILITY AND FIRM PRICES**

The Tenders received shall be quoted in Canadian Dollars and shall remain irrevocable and firm for acceptance for a period not less than ninety (90) days after the closing date unless otherwise stated herein.

**2.10 FREEDOM OF INFORMATION**

The proponent acknowledges that any information or documents provided in response to this Tender may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

**2.11 AMENDMENT OR WITHDRAWAL OF BIDS**

The proponents may amend or withdraw their Tender prior to the closing date and time by submitting a clear and detailed written notice to the Tender contact. All Tenders become irrevocable after the closing date and time.

**2.12 ACCEPTANCE OF BID**

If the proponent bid is accepted, the proponent agrees to execute an agreement to undertake the scope of work (as defined in this Tender) within 30 (thirty) days of Notice of Award to the successful proponent.

**2.13 ONE ELIGIBLE TENDER**

In the event of only one eligible Tender submitted for the above project, it is understood and agreed, by the proponent concerned, that the Town, may, at their option, re-issue the project for better response, without any change being made to the Tender document.

**2.14 TENDER QUANTITIES**

The quantities shown for the unit prices are estimated only and are for the sole purpose of indicating to Tenderers the general magnitude of the work. For any work done or materials supplied on the unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered. All bids shall show applicable tax as a separate line item.

**2.15 CONTRACT PERIOD**

This contract shall commence immediately upon awarding the tender, and will be valid through to August 31, 2024 and may be renewed for one (1) additional twelve (12) month period at the same rate, terms and conditions. The renewal period shall be at the sole discretion of the

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Rd. and Echo Ridge Road FOR 2024**

GENERAL INSTRUCTIONS TO BIDDERS

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Corporation of the Town of Kearney, with sixty (60) days written notice to the successful bidder. Any extension shall be subject to performance review.

**2.16 ADDENDA**

In the event that questions/responses to this RFT require amendments or modifications to the original document, such amendments shall be advertised on the Town's Corporate Website ([www.townofstmarys.com](http://www.townofstmarys.com)). It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFT.

**2.17 QUESTIONS/CLARIFICATIONS**

The proponent shall direct any and all questions relating to this Tender to the principal contact Paul Audette via e-mail by no later than 2 (two) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this Tender, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

### **3.0 GENERAL CONDITIONS**

#### **3.1 EXTENT**

The Contractor shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

#### **3.2 TENDER DEPOSIT**

Each bidder is required to submit a certified cheque or bid bond in the amount of 10% of the tender price. *Photocopies or faxed copies of bid deposit will result in the bid being rejected.*

The tender deposits of all tenders except the two lowest bids will be returned within ten days from the date of opening quotations. The tender deposits of the two lowest bids will be retained until a tender has been accepted and all documents required herein have been furnished to the satisfaction of the Solicitor and the Director of Operations for the Corporation.

#### **3.3 OWNER'S RESPONSIBILITY**

The Contractor shall indemnify and hold harmless the Town, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

#### **3.4 ACCEPTANCE OF SURFACES**

It is the Contractors' responsibility to examine the work of other trades on which the quality of their respective work depends. Any unsatisfactory site conditions or defects affecting the work, shall be brought to the attention of the principle contact. Commencement of work will imply acceptance of the preexisting condition.

#### **3.5 PERMIT, LICENSE & REGULATIONS**

The Bidder shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

#### **3.6 AUTHORITY TO CHANGE**

No changes shall be made from the Tender Specifications without the approval of the Operations Department.

#### **3.7 ACCESSIBILITY**

The Town is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be

## **TENDER NO. RFT-PW-02-2024**

### **Asphalting Chetwynd Road and Echo Ridge Road FOR 2024**

#### **GENERAL CONDITIONS**

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provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

#### **3.8 OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Contractor acknowledges that they will comply with these regulations and that they will be the Constructor under said Act as it relates to the completion of this tender.

#### **3.9 LOCATION OF SERVICES**

It is the responsibility of the Contractor to locate services prior to commencement of work.

#### **3.10 INSPECTION AND TESTING**

The Owner and/or its' representative shall at all times have access to the work, whether during preparation or while work is in progress, and the general contractor shall provide proper facilities for such access and inspection.

#### **3.11 PROTECTION OF PROPERTY**

- a) The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Town's or surrounding property must be made good to the satisfaction of the Corporation of the Town of Kearney;
- b) The Contractor will supply adequate and competent traffic control people, if required, during the project;
- c) The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Corporation of the Town of Kearney.
- d) Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen by accidents around and adjacent to the project.

#### **3.12 DELAY IN PROJECT**

All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

#### **3.13 TERMINATION**

The Corporation of the Town of Kearney reserves the right to cancel this agreement upon any violation of this agreement or the quality of work and/or performance of equipment.

#### **3.14 ASSIGNMENT**

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Town.

**TENDER NO. RFT-PW-02-2024**

**Asphalting Chetwynd Road and Echo Ridge Road FOR 2024**

GENERAL CONDITIONS

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**3.15 FAILURE TO COMPLETE**

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Town may, upon serving written notice of intent to take action to complete by whatever means deemed necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete said work.

**3.16 CONSTRUCTION LIEN ACT**

The provisions of The Construction Lien Act, R.S.O. 1990,c.C.30, as amended shall be fully complied with by the Contractor. A ten percent (10%) hold back of the entire amount of the contract price will be applied by the municipality until all of the conditions and obligations of the Act have been fully completed.

**3.17 CONTRACT RELEASE**

The holdback shall be released 45 days after the date of the certification of the substantial completion. Before the amounts in either the Holdback Reduction or Final Certificates are paid, the contractor shall deposit with the Operations Department Staff a Statutory Declaration re: Payments of accounts, Liens & Liabilities together with a current certificate from the Workplace safety and Insurance Board. Payments certificates will not be issued without receipt of a valid Workplace Safety and Insurance Board Certificate.

**3.18 WHMIS**

The contractor must provide a list of any designated substances and/or WHMIS controlled materials that will be brought onto the worksite, as well as material safety data sheets for same.

**3.19 ONTARIO PROVINCIAL STANDARDS (OPS)**

The contractor shall follow the specification of the Ontario Provincial Standards for roads and Public Works (OPS). [www.ragsb.mto.gov.on.ca](http://www.ragsb.mto.gov.on.ca)

## **4.0 INSURANCE REQUIREMENTS**

### **4.1 INSURANCE**

The successful contractor, and each and every sub-contractor (if applicable) shall, for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense, the following Insurance:

### **4.2 LIABILITY INSURANCE**

The successful bidder shall maintain sufficient Public Liability insurance and shall provide to the Town proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

- a) \$5,000,000 primary limits (or primary plus excess liability coverage equaling \$5,000,000 or greater) for both General Liability and Non-Owned Automobile Liability, coverage to include Bodily Injury, Death, Property Damage and Products/Completed Operations with a property damage deductible of not more than \$5,000; Policies to be written on an occurrence basis.
- b) Certificates must provide; for thirty (30) days notice to the Town in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- c) Certificates to name the Corporation of the Town of Kearney and any applicable Boards or Commissions as additional insured with respect to work performed.
- e) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.
- f) Completed Operation Coverage shall be maintained for 12 months from the date of final acceptance.

### **4.3 OWNED AUTOMOBILE LIABILITY**

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage:

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

**4.4 ENVIRONMENTAL IMPAIRMENT LIABILITY**

The successful contractor and each and every sub-contractor (if applicable) shall, for the term of the contract, keep in effect with insurers licensed to carry on business in the Province of Ontario, a Policy of Insurance, providing as a minimum the following:

- a) \$2,000,000 per claim and annual aggregate protection against Liability Imposed by law resulting from Environmental Damage of a sudden and accidental nature; also known as Limited Pollution Liability Coverage. Such coverage shall not be subject to a deductible in excess of \$25,000.00.
- b) Certificates of Liability to be provided allowing (30) days notice to the Town in the event of Cancellation or non renewal of such policy.
- c) Certificates to name the Corporation of The Town of Kearney and any applicable boards or commissions as additional Insured's with respect to the work performed.
- d) Such coverage shall be maintained in effect continuously through the term of the contract and renewal certificates must be provided prior to Policy expiry.

**4.5 WORKPLACE SAFETY & INSURANCE BOARD**

The Contractor shall at time of entering into any contract with the Town of Kearney or prior to receiving periodic payment(s) on substantial and/or total performance of the work, provide evidence of compliance with requirements of the Province of Ontario Workplace Safety and Insurance Board. Such clearance certificate shall indicate that the contractor and any subcontractors have complied with the requirements and are in good standing.

**4.6 INDEMNIFICATION**

The Contractor shall save and hold harmless The Corporation of the Town of Kearney from any and all liability arising from the execution of the described contract.

**4.7 LIQUIDATED DAMAGES**

It is agreed by the parties to the Contract that in case all the work called for under the RFT is not finished or completed within the number of working days as set forth in the RFT, damage will be sustained by the Town and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Town the sum of \$500.00 per day for liquidated damages in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed number of working days.

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

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

PROPONENT INFORMATION/EXPERIENCE

---

**5.0 PROPONENT INFORMATION/EXPERIENCE**

**5.1 PROPONENT/BIDDER INFORMATION**

All fields must be completed by the Proponent

Authorized Signing Authority: \_\_\_\_\_  
(Full Name & Title)

Signature:

\_\_\_\_\_ I have authority to bind the Corporation

\_\_\_\_\_ Dated:

Mailing Address:

Email: \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**5.2 PROJECT EXPERIENCE**

The proponent must provide examples of similar work, including a list of professional references that can confirm relevant experience/qualifications as relates to the proposed scope of work identified in this Tender document.

To further determine the proponent's capacity to undertake the scope of work, the proponent shall list the principal staff involved in this project.

Project Examples

Project Value	Description

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

PROPOSER INFORMATION/EXPERIENCE

---

Professional References

Contact Name	Company	Contact Email/Phone

Project Staff (Outline experience/qualifications as relates to the scope of work proposed)

Team Member #1

Name:

Role:

\_\_\_\_\_

Qualifications:

\_\_\_\_\_

Team Member #2 (if applicable)

Name:

Role:

\_\_\_\_\_

Qualifications:

\_\_\_\_\_

Team Member #3 (if applicable)

Name:

Role:

\_\_\_\_\_

\_\_\_\_\_

Qualifications:

\_\_\_\_\_

If more space is needed, please provide a separate page.

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road FOR 2024**

FORM OF TENDER

**6.0 FORM OF TENDER**

**6.1 SCHEDULE OF ITEMS AND UNIT PRICES**

Item No.	Description	Estimated		Unit price	Total
		Quantity		PRICE	
1	Chetwynd Road approx. 2000m x 6m	60mm	T.		
2	Echo Ridge Road approx.. 2000m x 6m	60mm	T.		
	<b>SUBTOTAL</b>				
	<b>H.S.T.</b>				
	<b>TOTAL</b>				

\*Total Tender Amount to be repeated here in writing:

\_\_\_\_\_ DOLLARS

**BREAKDOWN OF TENDER AMOUNT**

Approximate cost of material ..... \$ \_\_\_\_\_

Approximate cost of Labour and other charges ..... \$ \_\_\_\_\_

H.S.T. .... \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

## **7.0 SPECIFICATIONS**

### **7.1 QUANTITIES**

The quantities listed are estimated only. Payment shall be made on quantities actually measured in the field.

### **7.2 DISPOSAL OF SURPLUS MATERIALS**

All excavated material shall become the property of the Town as noted below, and the Contractor's unit price bid for the item shall include the cost of loading, hauling, and dumping the material as directed by the designated Town's staff. The Contractor's management of excess materials shall be in accordance with OPSS 180.

1. **Earth material** shall be the property of the Town and shall be disposed of at a location determined by Town staff.
2. **Asphalt** shall be the property of the Town and shall be hauled to the Municipal Operation Center.
3. **Concrete** shall be the property of the Town and shall be hauled to the Municipal Operation Centre.

### **7.3 PEDESTRIAN ACCESS**

The Contractor must maintain pedestrian access to all entrances at all times during construction in compliance with the Ontario Department of Labour requirements. If, in the opinion of the designated Town's staff, the access is not satisfactory, then all work will be ordered stopped until proper access is achieved.

### **7.4 RIGHT TO PERFORM WORK IN HOUSE**

The Corporation further reserves the right to perform any of the described work with its own forces as time and availability permit.

### **7.5 LABORATORY TEST METHODS**

Laboratory test methods shall be in accordance with Ministry of Transportation of Ontario laboratory testing manual and field tests shall be in accordance with accepted M.T.O. practice.

### **7.6 HOT MIX ASPHALT**

The unit prices shall include mixing, laying and compacting hot mix asphalt in the required thicknesses and pavement mixtures according to Specifications, O.P.S. No. 310 and O.P.S. Drawing Nos. 507.01 and 509.01 (copies attached). All thicknesses stated in the Tender shall be after compaction.

In most cases the thickness of asphalt placed will be based on the depth of the existing asphalt adjacent to the road cut, however the contractor must check with the Town representative who will advise of the number and thickness of each lift to be placed. Asphalt mixes using recycled materials will not be permitted.

The Town may carry out testing during the paving operations to ensure consistency of the supplied material and uniform compaction.

## **TENDER NO. RFT-PW-02-2024**

### **Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

#### **SPECIFICATIONS**

---

All items to supply and place asphalt must include the cost to supply liquid asphalt cement, SHRP Performance Graded Asphalt Binder PG58-28.

#### **7.7 ASPHALT**

All prices shall include costs for labour, material and equipment to complete the work. The hot mix asphalt shall be placed where applicable in one lift consisting of 60mm-HL4 surface. **The surface course shall not be placed upon a previously laid course within the twelve hours following final compaction of the latter, or until the temperature of the previous course is 50°C or less, whichever occurs first.**

Traffic will be allowed over the course; however, the Contractor will be responsible for and the Unit Price bid shall also include the cost of saw cut all edges of the existing asphalt. An approved bonding agent shall be used on all edges prior to the placement of the asphalt and shall be included in the unit price.

#### **7.8 HOT MIX PRICE ADJUSTMENT**

There will be no hot mix price adjustment for this work.

#### **7.9 MAINTENANCE HOLE AND WATER VALVE ADJUSTMENTS**

For the unit price bid the contractor shall supply all labour, equipment, and material except lids and adjustment units to reset existing maintenance holes. All existing brickwork and mortar or adjustment units shall be entirely removed down to the original concrete casting and properly built up using adjustment unit in accordance with the OPSS 408 and OPSD 704.010. Town shall supply lids and adjustment units.

#### **7.10 LOCATION OF WORK**

The location of asphalting will occur on the pulverized areas of Chetwynd Rd. and Echo Ridge Rd. as directed by the Public Works staff.

#### **7.11 TIMING OF CONSTRUCTION**

Work shall be completed within 15 working days of notification by the Town of each work task assigned to the Contractor. The full tendered contract must be completed by no later than August 31, 2024.

#### **7.12 PAYMENTS**

The Contractor shall be paid on a monthly basis, for all work, which in the opinion of the Director of Operations or his designate, has been satisfactorily completed. The Contractors invoice must state the location of the work performed, the unit price, and the extended price of each job for which work is deemed to be completed.

## **8.0 GENERAL CONDITIONS**

The following specifications which may apply to this project are not included with this tender package. If the bidder does not have OPSS and OPSD documents he should go on line at [www.ragsb.mto.gov.on.ca](http://www.ragsb.mto.gov.on.ca) for copies.

### **8.1 LIST OF CONTRACT SPECIFICATIONS**

OPSS 180	General Specification for the Management of Excess Material
OPSS 310	Construction Specification for Hot Mix Asphalt
OPSS 408	Construction Specification for Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers.
OPSS 510	Construction Specification for Removals
OPSS 1150	Material Specification for Hot Mix Asphalt

### **8.2 LIST OF CONTRACT SPECIFICATION DRAWINGS**

OPSD 507.010	End Treatment for Pavement Patching
OPSD 509.010	Pavement reinstatement for utility cuts
OPSD 704.010	Precast Concrete Adjustment Unit for MH, CB, and Valve Chamber

**TENDER NO. RFT-PW-02-2024**

**Asphalting of Chetwynd Road and Echo Ridge Road for 2024**

FORM OF TENDER

---

**9.0 FORM OF TENDER**

TO: The Corporation of the Town of Kearney

The underlined Tenderer has carefully examined the Form of Tender document.

The underlined Tenderer who is skilled in the work described in the documents and well able to perform the same in accordance therewith has carefully examined the site of the work and will provide all necessary labour, equipment and will do all the work and furnish all materials called for by the Tender documents in the manner prescribed therein, for the cost as submitted in the Bid Price.

The underlined bidder also understands and agrees as follows:

1. This Tender is irrevocable and open for acceptance for a period of ninety (90) days from the date of the closing of the Tender, within seven (7) days from the date of acceptance of this Tender, the Contractor will enter into a formal contract with the Town and provide the documents as described in the Tender.
2. The Agreement will be dated seven (7) days from the date of Notice of Acceptance of the Tender.
3. That no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and to which it relates.
4. That this Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangement with any other person or person submitting a Tender for the same contract, and is in all respects fair and without collusion or fraud.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
NAME, TITLE OF PERSON AUTHORIZED TO SIGN

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

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

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

**2021 SURFACE PULVERIZATION TENDER BID FORM**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Chetwynd Rd	M2	13,000		
2	Echo Ridge Rd	M2	13,000		

ESTIMATED TENDER: \_\_\_\_\_

HST: \_\_\_\_\_

HST ACCOUNT #: \_\_\_\_\_

TOTAL ESTIMATED TENDER: \_\_\_\_\_



®

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

Telephone: 705 636-7752

Fax: 705 636-0527

Email: paul.audette@townofkearney.ca

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### **Double surface Treatment / Single Surface Treatment**

<b>Tender Number</b>	2024-03
<b>Emailed Tenders will be received by:</b>	paul.audette@townofkearney.ca
<b>Tender Closing Date:</b>	Monday, June 3-2024
<b>Tender Closing Time:</b>	2:00 pm
<b>Tender Opening Time:</b>	2:15 pm
<b>Tender for:</b>	Double Surface Treatment Total 1000m x 6m = 6000 sqm. Single Surface Treatment 1000m x 6m = 600 sqm.

**LOCATION : Surface**    Double/ Single  
Clam Lake rd.

Town of Kearney

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Tender # 2024-03

Page 1

**Note:** Lowest or any tender not necessarily accepted

**TENDER FOR  
DOUBLE SURFACE TREATING / Single Surface Treatment**

**Tender Submission:**

Tenders will be accepted via email in a single PDF file sent to the Project Manager. Emails must bear the Tender number and name of the bidder in the subject line of the email. The Owner or the Consulting Engineer accept no responsibility whatsoever for any Tenders submitted by the bidder via email that may be sent prior to the Closing Time but are not received until after the Closing Time per the time stamp on the received email, are blocked by security systems or for any other reason whatsoever are not received. The lowest or any Tender will not necessarily be accepted.

**Tender Closing:**

Tenders will be received via email up to the Closing Date and Time noted in this Tender. Each Tender will be marked with the time and date it is received. The bidder is responsible to confirm receipt of Tender package prior to the closing of Tender. Tenders received after the Official Closing Date and Time, regardless of manner of delivery, shall not be considered. The manner of delivery of any Tender shall be at the risk of the Bidder.

**TENDERING PROCEDURES**

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

**TENDER REQUIREMENTS**

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

#### **BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be in possession of the Municipality by the closing date and time;
2. Tender must be on Tender Form provided
3. 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;
4. All items must be bid;
5. Tender must not be restricted or modified in any way.

#### **GENERAL CONDITIONS**

##### **ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND FORM M-100**

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

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

**PAYMENT, HOLDBACK AND COMPLETION**

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

- i) Monthly payments will be paid for ninety per cent (90%) of the estimated value of the work performed, within thirty (30) calendar days of certification of the work estimate by the Contractor. The Municipality shall prepare them.
- ii) In addition to the normal ten per cent (10%) holdback, additional holdback may be retained to cover any written liens submitted during the Contract.
- iii) As soon as possible following the certification of completion of the Contract, the Municipality shall prepare the final estimate of payment and submit it for certification by the Contractor and any Sub-contractors. The Contractor shall return the certified final estimate and Worker's Safety Insurance Board clearances within thirty (30) calendar days.
  
- iv) Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is 'complete'. (See the Construction Lien Act)

**PERFORMANCE EVALUATION**

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

**ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY**

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

**SCOPE OF WORK**

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

## **SURFACE TREATMENT**

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

## **BASE PREPARATION**

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

## **ADVANCE NOTICE**

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

## **MEASUREMENT FOR PAYMENT**

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

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

## **BASIS OF PAYMENT**

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

## **SPECIAL PROVISION NO.1**

Binder:                   Item No.

Class 2 Aggregate: Must be quarried product

## **DESCRIPTION**



- mm) with soldered corners;
- iv) One 5 kg test mass;
- v) A carpenter's level for levelling the balance.

### **SAMPLING FREQUENCY**

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

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

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

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

#### **-Procedure**

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

- i) Set up and level the balance in a firm location protected from the wind;
- ii) Check the tolerance of the balance with the five (5) kg test mass;
- iii) Obtain the tare mass (in kg to three (3) decimal places) of two (2) clean trays and record;
- iv) Place the two (2) trays in the centre of the lane being treated approximately thirty (30) cm apart and parallel to the centre line;
- v) Remove the first tray after the binder has been sprayed and before the aggregate has been applied;
- vi) Remove the second tray after the binder and aggregate have been applied and before rolling;
- vii) Obtain and record the gross mass (in kg to three (3) decimal places) of each tray;

viii) Carefully patch the marks left by the trays using the binder and aggregate specified in the Contract. The patches shall be rolled;

ix) Clean the trays for reuse

### **CALCULATIONS**

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

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

### **ACCEPTANCE**

#### **BINDER**

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

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

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

#### **AGGREGATE**

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

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

#### **BASIS OF PAYMENT**

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

#### **COMPLETION DATE**

The Contractor shall complete the work by: **July 31-2024**

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 \$1000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

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

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

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

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

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

\_\_\_\_\_.

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

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Signature of Person Signing for Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_

Office of Person Signing for Firm:

\_\_\_\_\_

Witness or Firm Seal:

\_\_\_\_\_

FIGURE #1 TENDER  
SURFACE TREATING  
TENDER NUMBER 2024 - 02

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

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	<b>Clam Lake</b> 1000m x 6m	M2			
2.	Traffic Control	LS			
3.	Echo Ridge Clam lake to 822-Echo Ridge	M2			
	ADD HST				
	TOTAL ESTIMATED TENDER				

All work completed by **July 31-2024**



The Corporation of the Town of Kearney

Appendix "A" to By-law 2024 - XX

Schedule of 2024 Tax Ratios

Class	2024 Tax Ratios
Residential/Farm	1.000000
Multi-Residential	1.000000
Commercial Occupied	1.100000
Commercial Occupied-New Construction	1.100000
Commercial Excess Land	0.770000
Commercial Vacant Land	0.770000
Industrial Occupied	0.880500
Industrial Excess Land	0.572325
Industrial Vacant Land	0.572325
Farm Lands	0.250000
Managed Forest	0.250000

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The Corporation of the Town of Kearney

Appendix "B" to By-law 2024 - XX

Schedule of 2024 Tax Rates

Class	2024 Municipal Tax Rates	2024 Education Tax Rates	Total Rates
Residential/Farm	0.01008823	0.00153000	0.01161823
Multi-Residential	0.01008823	0.00153000	0.01161823
Commercial Occupied	0.01109705	0.00602794	0.01712499
Commercial Occupied - New Construction	0.01109705	0.00602794	0.01712499
Commercial Excess Land	0.00776794	0.00602794	0.01379588
Commercial Vacant Land	0.00776794	0.00602794	0.01379588
Industrial Occupied	0.00888269	0.00789639	0.01677908
Industrial Excess Land	0.00577375	0.00789639	0.01367014
Industrial Vacant Land	0.00577375	0.00789639	0.01367014
Farm Lands	0.00252206	0.00038250	0.00290456
Managed Forest	0.00252206	0.00038250	0.00290456
Special Area (lump sum): Per residence or business	\$13.94		

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# Town of Kearney

## COUNCIL RESOLUTION # 2024-\_\_\_\_\_

Date: May 9, 2024

MOVED BY:

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

SECONDED BY:

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

**WHEREAS** Section 229 of the *Municipal Act 2001, S.O. 2001, c.25* as amended, states that “A municipality may appoint a chief administrative officer who shall be responsible for,

- (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (b) performing such other duties as are assigned by the municipality”;

**AND WHEREAS** Council deems it necessary to immediately appoint an Interim Chief Administrative Officer (CAO) to perform certain duties within the municipality on a temporary basis in the absence of the Clerk Administrator;

**AND WHEREAS** Council has identified an individual who possesses the necessary requirements to fulfill the position;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of The Corporation of the Town of Kearney supports the passing of a by-law to appoint said Chief Administrative Officer, which will take place later in the meeting.

CARRIED  \_\_\_\_\_

DEFEATED  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor



DRAFT



**THE CORPORATION OF THE TOWN OF KEARNEY**

**By-Law No. 2024 -17**

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**Being a By-law to appoint a temporary  
Chief Administrative Officer (CAO) for the  
Corporation of the Town of Kearney**

---

**WHEREAS** Section 229 of the *Municipal Act 2001, S.O. 2001, c.25* as amended, states that “A municipality may appoint a chief administrative officer who shall be responsible for,

- (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (b) performing such other duties as are assigned by the municipality”;

**AND WHEREAS** Council deems it necessary to immediately appoint an Interim Chief Administrative Officer (CAO) to perform certain duties within the municipality on a temporary basis in the absence of the Clerk Administrator;

**AND WHEREAS** Council has identified an individual who possesses the necessary requirements to fulfill the position;

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

1. THAT Karen Fraser is hereby appointed as CAO for the Town of Kearney;
2. THAT the CAO shall take direction from, and report directly to Council
3. THAT this arrangement shall be on a temporary basis commencing May 6, 2024
4. THAT this arrangement shall end the earlier of May 13, 2024 or on the date that Council deems the arrangement to be complete.
5. THAT duties performed shall be as discussed during a closed meeting on May 6, 2024.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this 9<sup>th</sup> day of May 2024.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

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Ceryl Philip, *Mayor*

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Cindy Filmore, *Clerk*

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# District of Parry Sound



Social Services  
Administration Board

## **Chief Administrative Officer's Report**

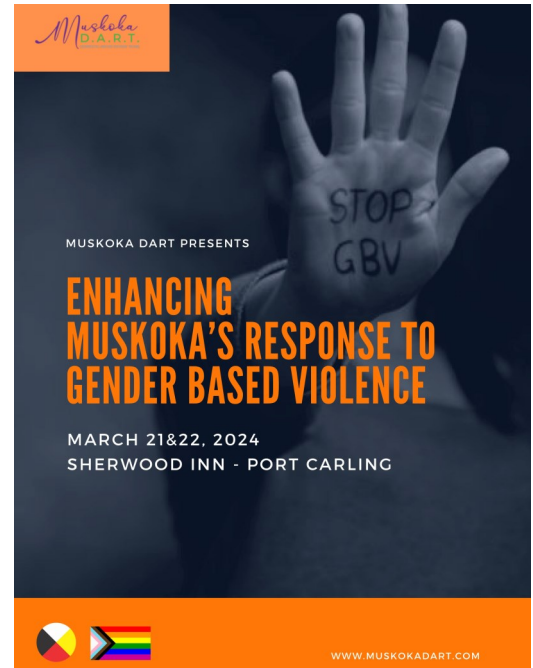
*April 2024*

### Mission Statement

To foster healthier communities by economically providing caring human services that empower and enable the people we serve to improve their quality of life.

## Enhancing Muskoka’s Response to Gender Based Violence: Conference 2024

On March 21 & 22, I attended the 2024 conference hosted by Muskoka D.A.R.T (Domestic Abuse Review Team) along with our Director of Women’s Services and several members of the Esprit Place and Income Support & Stability teams. One highlight of this event was an impassioned presentation from the White Ribbon Campaign about the importance of engaging men and boys as allies in promoting gender equality and healthy masculinity. It was also a great opportunity to engage with other social service agencies from across our region.



### 2024 Ontario Budget

On March 27, Finance Minister Peter Bethlenfalvy delivered the 2024 Ontario Budget. Of note:

- The government has said it will invest an additional \$152 million over the next three years to support individuals facing unstable housing conditions and dealing with mental health and addictions challenges. This money can be used to provide rent supplements and maintain dedicated supportive housing.
- No new funding is being provided for the Ontario Disability Support Program (ODSP) or the Ontario Works (OW) program.
- This budget provides an additional \$13.5 million over three years to enhance initiatives that support women, children, youth and others who are at increased risk of violence or exploitation

Full budget: [2024 Ontario Budget: Building a Better Ontario](#)

Summary: [2024 Ontario Budget | In Brief](#)

### MPP Graydon Smith meeting

On April 4, 2024, we welcomed Graydon Smith, MPP for Parry Sound Muskoka, into the DSSAB office in Parry Sound to provide current updates on our programs and services. Through these regular discussions, our goal is to keep our local provincial representatives informed about our successes and the challenges we face throughout the District of Parry Sound.

### Ontario Minimum Wage

On March 28, 2024, the Ontario government announced it would be increasing the minimum wage from \$16.55 per hour to \$17.20, effective October 1, 2024, which is a 3.9 per cent annualized wage increase based on the Ontario Consumer Price Index (CPI).

## Human Resources Update

The Human Resources department had a very busy first quarter. Recruitment continues, and we have been successful in staffing most programs. On March 1<sup>st</sup>, we successfully made the switch to Manulife for our benefits plan.

Our focus this spring for staff training is the second workshop in our commitment to enhancing indigenous training for all staff. Building on the Foundations of Cultural Competency workshop completed in 2023, this mandatory one-day workshop will focus on what it means to be an ally and how we can work towards being an ally to Indigenous people. Facilitator Kelly Brownbill has conducted countless cultural awareness training sessions across a broad range of service sectors and believes that enhanced knowledge is the key to successful Aboriginal and non-Aboriginal relationships, whether it be employee/employer relations. or in collaborating with Aboriginal communities and organizations.

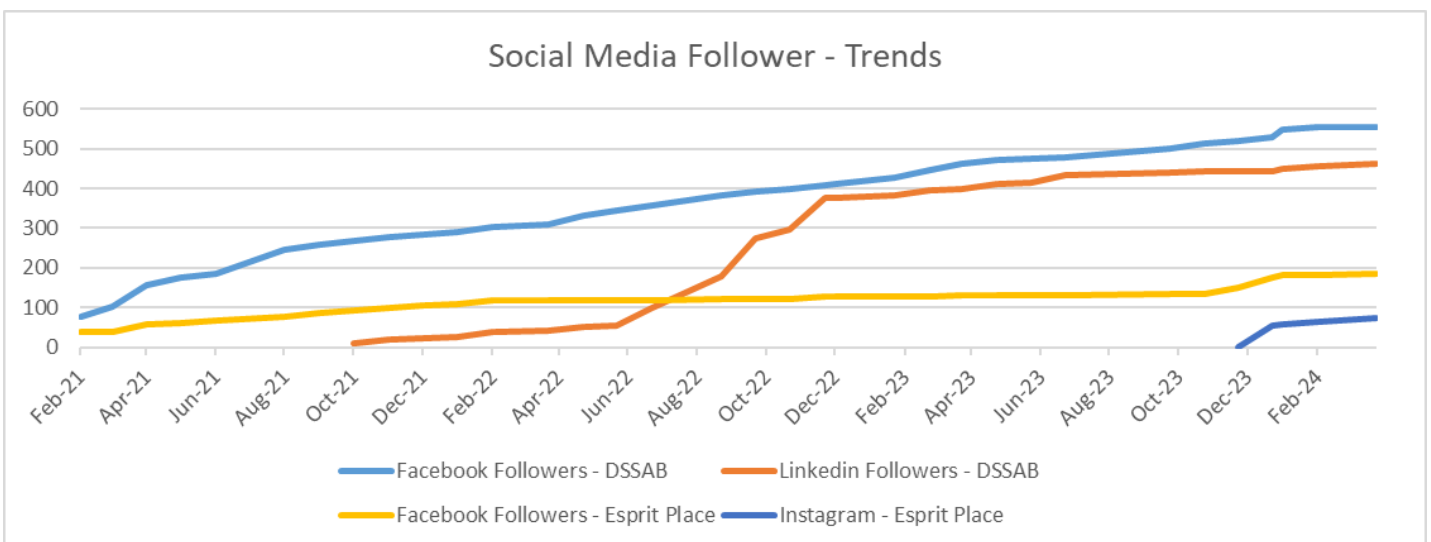
Of interest in the legal landscape, on March 21, 2024, Ontario’s Bill 149 Working for Workers Four Act 2023, received Royal Assent. Bill 149 amends several employment-related statutes including the Employment Standards Act, 2000 (ESA) and the Workplace Safety and Insurance Act, 1997 (WSIA). We will be completing a thorough review of the Bill, but upon first reading, there are no major changes that will affect our operations at the DSSAB.

## Facebook Pages



A friendly reminder to follow our Social Media Pages

- ◆ [FACEBOOK - District of Parry Sound Social Services Administration Board](#)
- ◆ [FACEBOOK - Esprit Place Family Resource Centre](#)
- ◆ [FACEBOOK—EarlyON Child and Family Centres in the District of Parry Sound](#)
- ◆ [LINKEDIN—District of Parry Sound Social Services Administration Board](#)
- ◆ [INSTAGRAM—Esprit Place Family Resource Centre](#)



## Social Media

### Facebook Stats

<b>District of Parry Sound Social Services Administration Board</b>	<b>OCT 2023</b>	<b>NOV 2023</b>	<b>DEC 2023</b>	<b>JAN 2024</b>	<b>FEB 2024</b>	<b>MAR 2024</b>
Total Page Followers	513	521	530	547	556	556
Post Reach this Period (# of people who saw post)	2,667	4,324	2,441	5,647	4,003	3324
Post Engagement this Period (# of reactions, comments, shares)	287	305	289	724	392	413

<b>Esprit Place Family Resource Centre</b>	<b>OCT 2023</b>	<b>NOV 2023</b>	<b>DEC 2023</b>	<b>JAN 2024</b>	<b>FEB 2024</b>	<b>MAR 2024</b>
Total Page Followers	133	151	175	181	183	186
Post Reach this Period (# of people who saw post)	92	5,743	1,610	283	214	241
Post Engagement this Period (# of reactions, comments, shares)	16	624	292	14	3	127

<b>DSSAB LinkedIn Stats</b> <a href="https://bit.ly/2YyFHIE">https://bit.ly/2YyFHIE</a>	<b>OCT 2023</b>	<b>NOV 2023</b>	<b>DEC 2023</b>	<b>JAN 2024</b>	<b>FEB 2024</b>	<b>MAR 2024</b>
Total Followers	444	444	444	450	456	462
Search Appearances (in last 7 days)	49	52	25	20	69	68
Total Page Views	49	48	30	47	40	54
Post Impressions	1,036	570	368	815	575	697
Total Unique Visitors	22	18	16	15	21	25

<b>NEW! Instagram - Esprit Place Family Resource Centre</b> <a href="https://www.instagram.com/espritplace/">https://www.instagram.com/espritplace/</a>	<b>NOV 2023</b>	<b>DEC 2023</b>	<b>JAN 2024</b>	<b>FEB 2024</b>	<b>MAR 2024</b>
Total Followers	0	55	59	64	74
# of posts	0	18	19	21	23

## Licensed Child Care Programs

### Total Children Utilizing Directly Operated Child Care in the District February 2024

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeek ELCC	HCCP	Total
Infant (0-18M)	1	2	0	2	18	24
Toddler (18-30M)	12	7	15	21	24	79
Preschool (30M-4Y)	17	13	20	32	52	135
# of Active Children	30	22	35	55	96	238

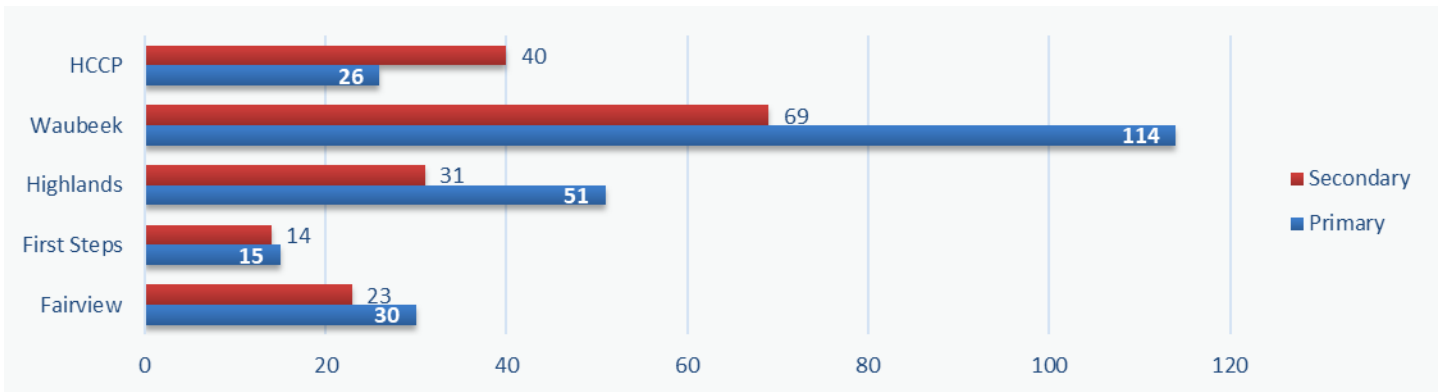
Staffing continues to be a struggle, with many opportunities for staff to move locations and programs as vacancies have become available. We are seeing a positive trend in the number of qualified applicants being received, and a slight increase in the casual staff roster. The programs are enjoying the warmer weather this past month, spending more time with the children outside exploring their environments. The child care centres are in the process of training more staff in the Seeds of Empathy program and will continue to offer the empathy-based learning opportunities to the preschool-aged children through adult-led visits with an infant from their community. The Home Child Care Program (HCCP) was able to open a new home in the town of Sundridge in January and a second new home in Novar could be open by the end of April. The HCCP staff have received an increase in the number of serious inquiries for potential providers, however, with the Ministry of Education’s Directed Growth Strategy now in effect, these enquiries have been placed on a waiting list in the event an opportunity to open a home in the future becomes available.

### School Age Programs February 2024

Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	26	7	7
Mapleridge Before School	10	0	0
Mapleridge Summer Program	N/A	13	0
Sundridge Centennial After School	12	7	1
Home Child Care	32	2	2
# of Active Children	86	22	6

The Mapleridge Summer Program will be offered again this July and August with 13 spaces being filled by 4 –6-year-olds, with 9 children currently enrolled. The Mapleridge & Sundridge School Age programs are operating at capacity. All district school boards have distributed the 2024-2025 School Age Program needs survey and we will continue to work with them to ensure that both current programs are viable.

## Directly Operated Child Care Waitlist by Program February 2024



The blue bar indicates the current number of children currently needing care that cannot be accommodated. The red bar shows the number of children that will be needing care in future months.

All program supervisors have updated the program waitlists, removing families that no longer required care in preparation for a centralized district-wide wait list program. Currently, there are 236 non-unique children listed on the Directly Operated Child Care Programs waiting lists and 178 non-unique children to be in need of care for 2025-2026. Families are starting to call program supervisors looking for Before and/or After School care in the fall of 2024 with 22 children on the immediate waitlist.

## Inclusion Support Services February 2024

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	1	1	1	1	1	0
Toddler (18-30M)	6	6	8	8	2	1	0
Preschool (30M-4Y)	6	31	37	37	3	1	0
School Age (4Y+)	4	20	24	22	0	1	1
Monthly Total	10	56	66	-	6	4	1
YTD Total	10	56	-	68	13	5	2

The ISS Resource Consultants are currently supporting 3 newcomer children from India and the Ukraine as they transition to the licensed child care programs. The program is in the process of expanding services to include Indigenous-led Child and Family settings and are making active connections through joint planning with the Indigenous partners, which will include Resource Consultant support for children in their communities.

**EarlyON Child and Family Programs  
February 2024**

<b>Activity</b>	<b>February 2024</b>	<b>YTD</b>
Number of Children Attending	1028	1909
Number of New Children Attending	42	65
Number of Adults Attending	690	1276
Number of Virtual Programming Events	12	22
Number of Engagements through Social Media	413	1130
Number of Views through Social Media	10544	30451

In February, the EarlyON Virtual Program staff started to offer wellness checks, upon request, using the virtual platform. These checks provide isolated families the opportunity to speak with an EarlyON facilitator and receive individualized support and resources on a variety of topics including child development, community services, and other topics of interest (ie. toileting, feeding and nutrition, socialization, behaviour challenges, etc). A Family Fun Night was held at the Sound Community Hub with over 60 people in attendance, and staff are currently collaborating with the Town of Parry Sound to host a family Earth Day event. We are happy to share that, in February, a program staff member was able to start visiting EarlyON locations across the district to offer French programming and we are receiving very positive feedback regarding this initiative.

## Child Care Service Management Update

As we move into 2024, we are working to find quality professional development opportunities for educators and providers in our district. As workforce funding has now concluded, the focus for professional development will be around providing training opportunities that will benefit the whole sector, rather than individual educators & providers. Along with training opportunities, educators and providers now have access to the expansive Padlet resource lending library. The library contains resources and early learning kits to support and assist educators both personally and professionally.

As we continue to navigate CWELLC funding we are also learning new billing and attendance processes for child care. These new processes have led to some barriers and challenges and have brought forward new questions and conversations from operators and families. We are continuing to work through these challenges to keep families and operators informed. Maintaining ongoing communication is the priority moving forward.

In March, the quality assurance supervisor and program support worker visited the Great Beginnings program to do a short presentation on finding child care in the district of Parry Sound. Present during the workshop were 28 new moms and their babies. The feedback from the session was focused on the ongoing struggles of finding child care in our area. The group wanted to learn more about what child care options are available in our district and how best to find quality care.

## Funding Sources for District Wide Childcare Spaces

### February 2024

Active	# of Children	# of Families
CWELCC*	82	79
CWELCC Full Fee	206	202
Extended Day Fee Subsidy	1	1
Fee Subsidy	40	27
Full Fee	23	21
Ontario Works	5	4
<b>Total</b>	<b>357</b>	<b>334</b>

Exits	# of Children	# of Families
Extended Day Fee Subsidy	2	2
<b>Total</b>	<b>2</b>	<b>2</b>

\* CWELCC – Canada-Wide Early Learning Child Care; eligible for children 0 - 6

Funding Source - New	# of Children	# of Families
CWELCC	1	1
CWELCC Full Fee	1	1
Fee Subsidy	1	1
Ontario Works	1	1
<b>Total</b>	<b>11</b>	<b>11</b>

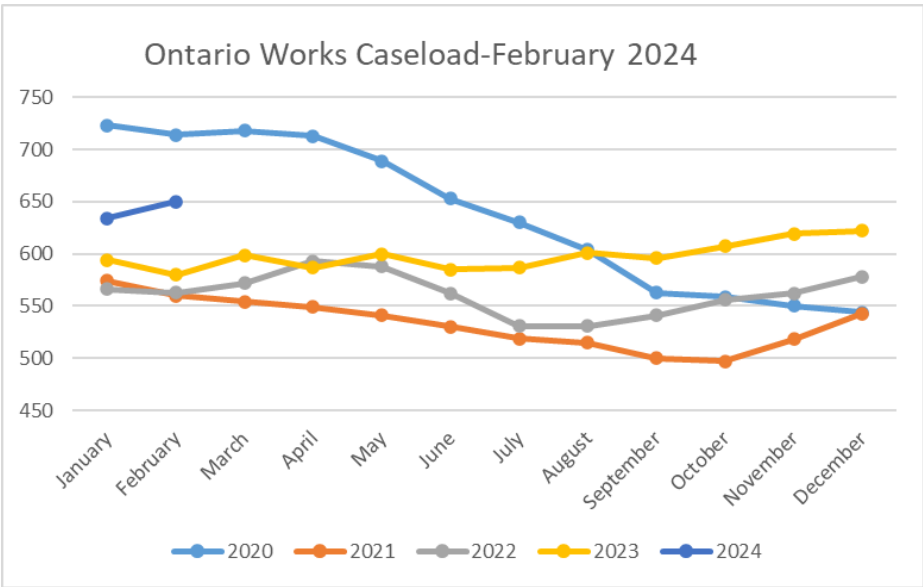
## **Income Support & Stability Divisional Update**

**Bridges Out of Poverty/Transformational Case Management Training** – In preparation for Employment Services Transformation, we submitted a one-time funding request to MCCSS (which was approved) in late 2023 to secure a new training opportunity offered through the City of Peterborough Ontario Works in conjunction with Aha Training. This training would support the agency as a whole, and the income support and stability team, in preparing for Employment Services Transformation (EST) with a common language. This training program utilizes the Bridges Out of Poverty foundation, framework, and coaching skills. The training is divided into 4 parts. It aims to provide staff with a deeper understanding of poverty dynamics and equip them with tools to better support clients from impoverished backgrounds. We have chosen to make this training available to all staff to further support integration and help us speak a common language. By adopting this approach agency-wide, we strive to enhance our effectiveness in serving marginalized communities and promote sustainable pathways out of poverty. We also invited our community partners to attend the Bridges Out of Poverty sessions and had attendance from 14 participants from partners such as CMHA, Employment North and Almaguin Adult Learning Centre.

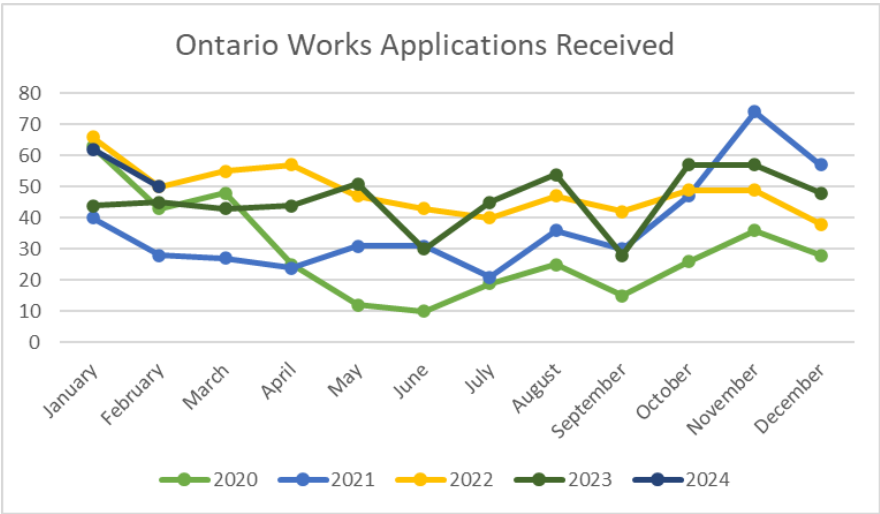
The four parts of the training program are 1. Bridges out of Poverty – Individual Lens, 2. Bringing your Best Self to Human Services, 3. Coaching for Life Stabilization, 4. Creating a Person-Centered Workplace Culture. These sessions began in February and will conclude in September.

Additionally, as the nature and scope of our work continues to shift towards life stabilization and coordinating person-centred supports, we continue to train new and ongoing staff with other foundational training such as Trauma Informed Care and Trauma Informed Care Leadership. Provided to our staff in late 2022 (along with Motivational Interviewing), Trauma Informed Care was attended by our new hires in February and facilitated by the Ontario Municipal Social Services Association (OMSSA). Trauma Informed Care Leadership was run in March and facilitated by OMSSA. The importance of these foundational concepts builds and renews the staffs understanding of trauma, and its impacts, so that staff can provide more effective and empathetic supports. It will assist in preventing re-traumatization, and it allows for an enhanced collaboration when working with those individuals who have experienced trauma. Staff will be able to recognize trauma and refer to appropriate supports and community partners. These trainings will also reduce employee burnout while offering professional development. Trauma Informed Care Leadership sets the foundation for a workplace that plays a role in fostering trauma informed culture, modeling empathy, prioritizing staff well being and allocating resources for training and other supportive initiatives.

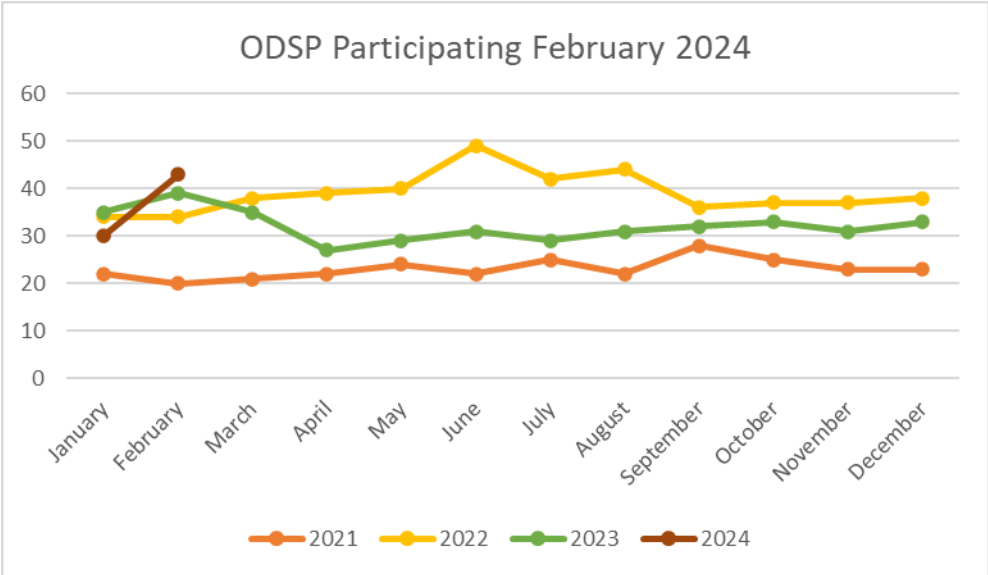
**Mental Health First Aid** - On February 22<sup>nd</sup>, Income Support and Stability staff from across the district joined up with Employment North for a full day of virtual training on Mental Health First Aid. This training aligns and supports our shift towards life stabilization case management with Ontario Works and Housing Stability clients. Staff learned how to identify signs of mental illness, offer initial support, and guide individuals towards appropriate professional help. The training also covered a variety of mental health disorders, crisis intervention techniques and self care strategies. The hope is that it will equip staff to better support those experiencing mental health difficulties and contribute to reducing the stigma that a large majority of our Ontario Works & Housing Stability clients must deal with.



**Ontario Works Intake - Social Assistance Digital Application (SADA) & Local Office Ontario Works Applications Received**

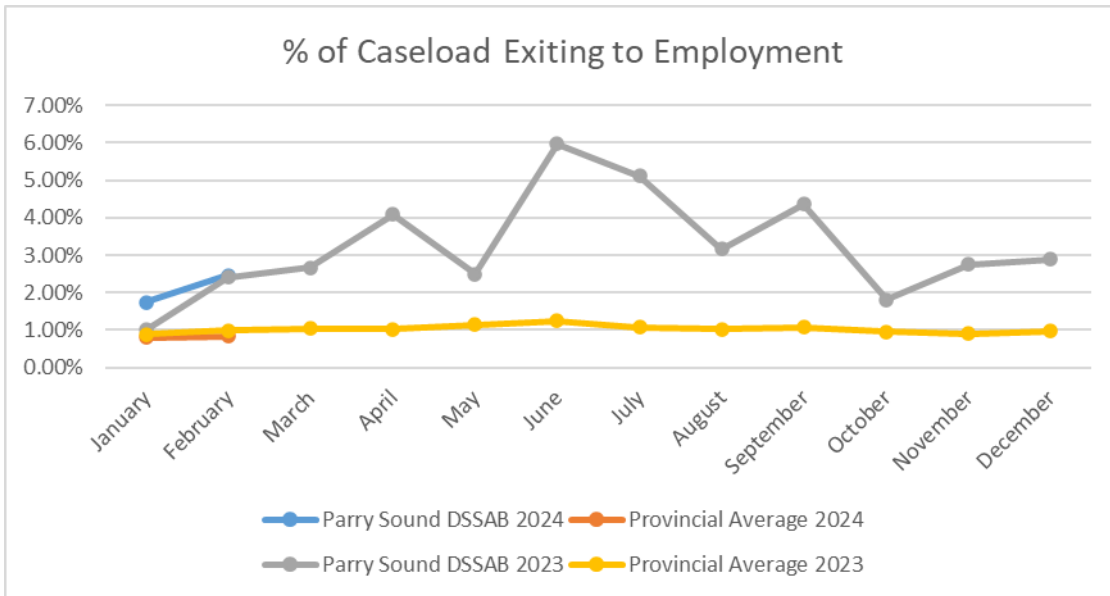
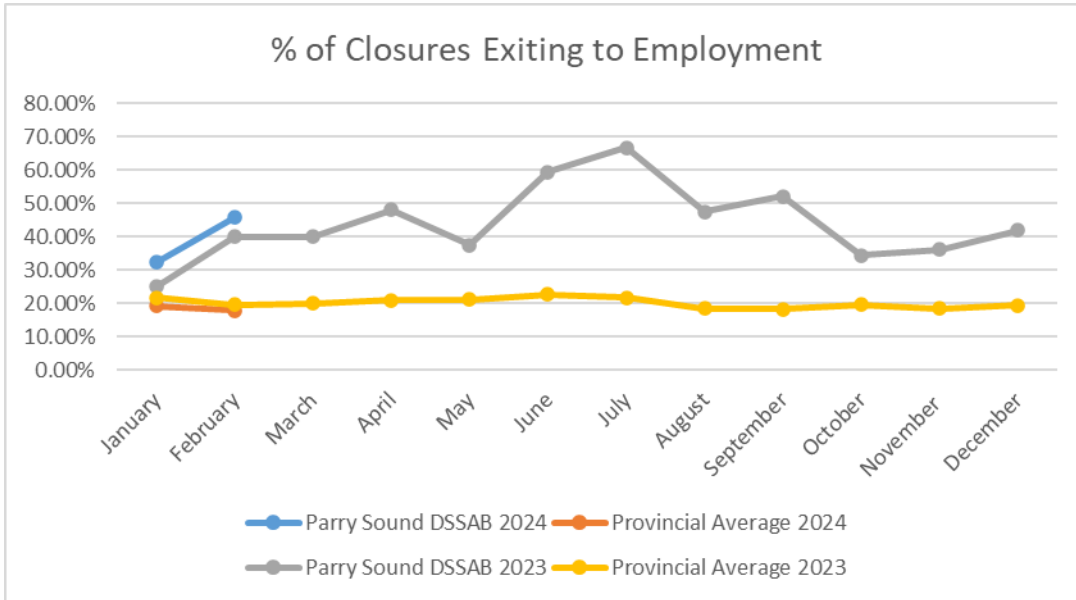


**ODSP Participants in Ontario Works Employment Assistance**



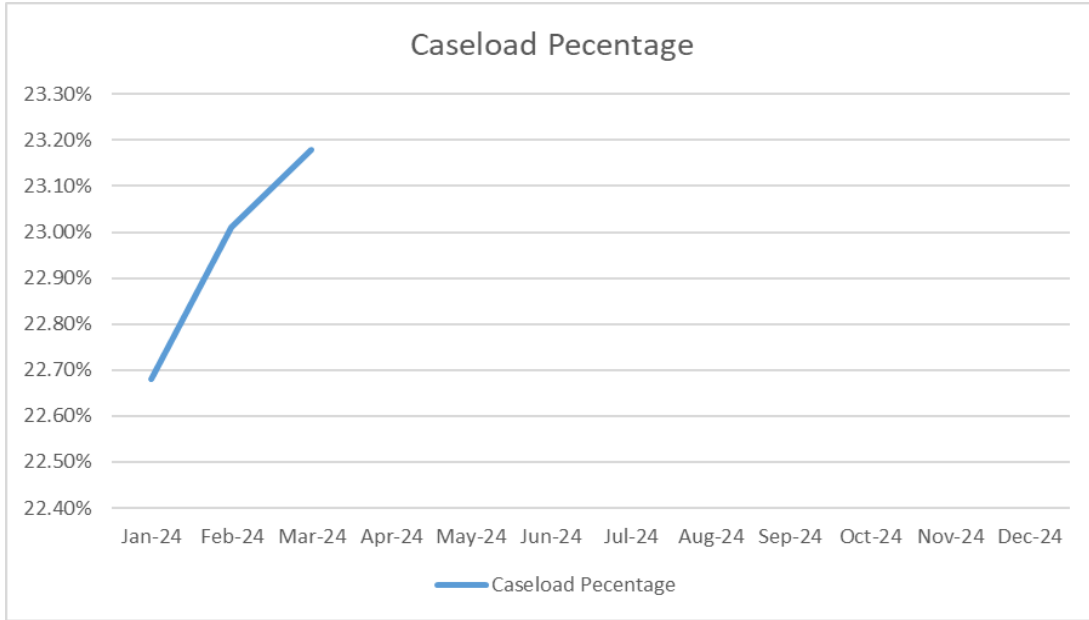
The OW Caseload as of the end of February is **650**. We are supporting **43** ODSP participants in our Employment Assistance program. We also have **54** Temporary Care Assistance cases. Intake was steady month over month. We had **50** Ontario Works Applications (33 of those online through SADA) in the month of February.

**Employment Assistance & Performance Outcomes**

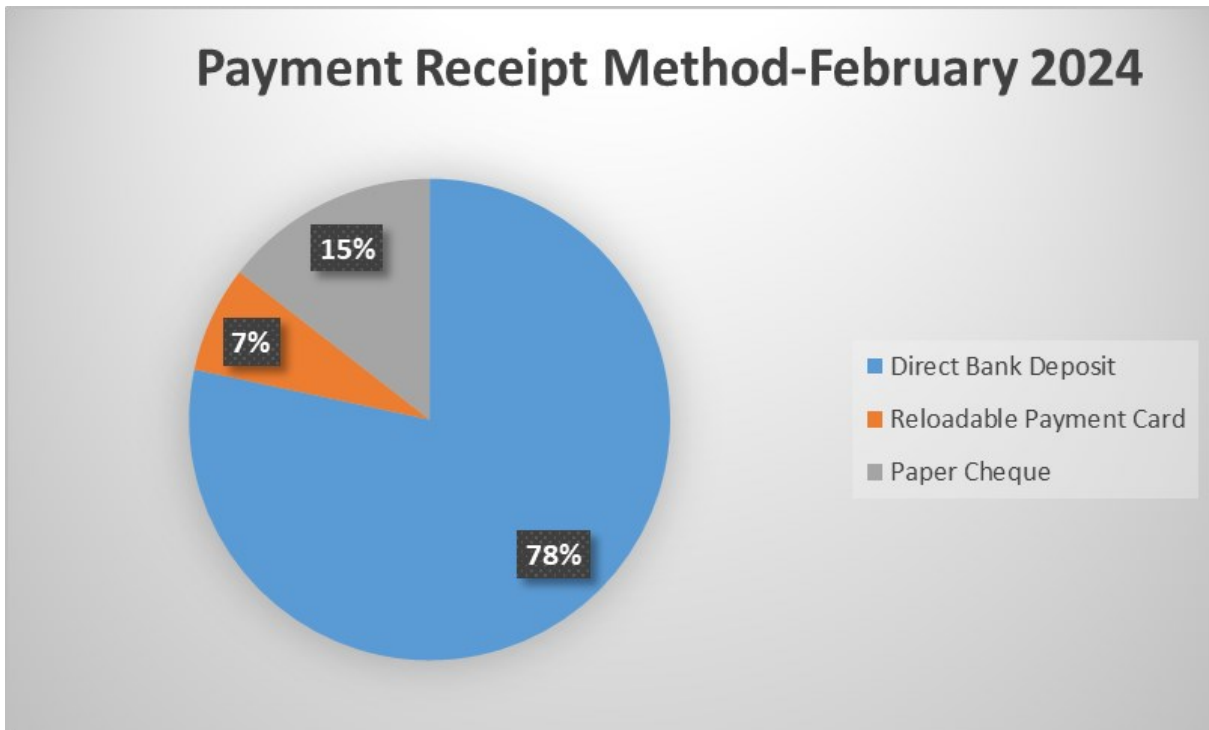


Our Employment Outcomes performance remains strong as we continue to trend above our 2023 performance and well beyond the provincial average. Additionally, 5.4% of the caseload exited the program.

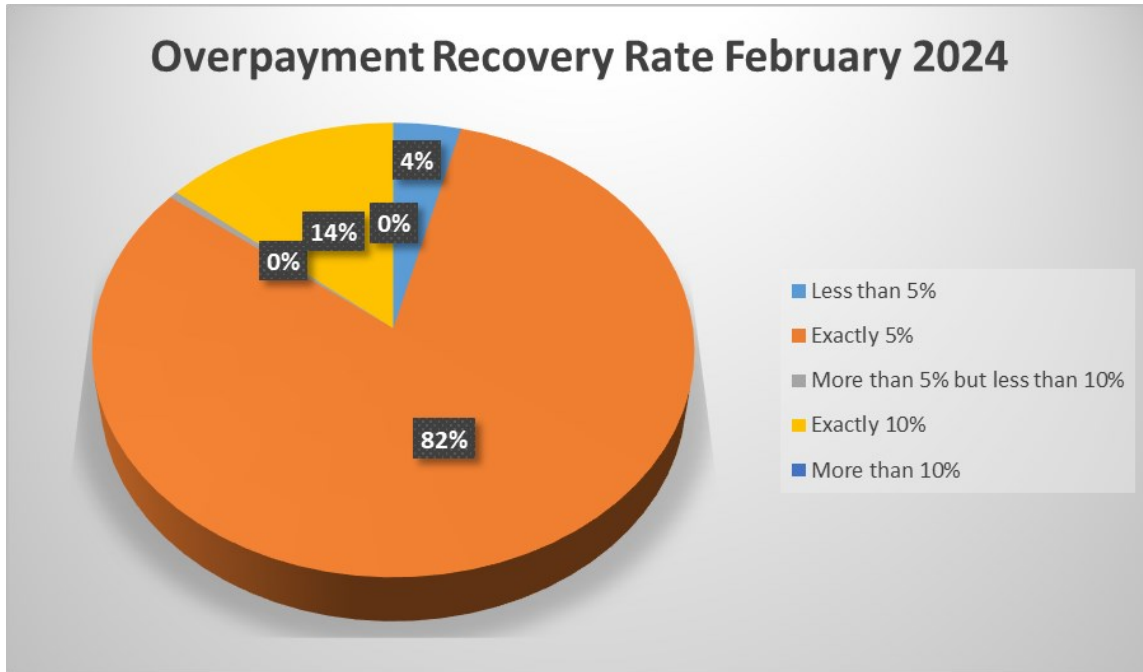
## MyBenefits Enrollment 2024



## DBD Enrollment



## Overpayment Recovery Rate



### Ontario Works Update

**The Employment Placement Program**, in collaboration with Employment North, was renewed for another year. This year the program will allow for 6 new clients and placements.

The goal of this initiative is to entice employers by offering incentives for hiring these individuals. This not only benefits the clients by providing employment opportunities, but also helps strengthen the local workforce.

**Participant Record Management** is a new Ministry led initiative which went live on February 26<sup>th</sup>. Income Support & Stability worked on establishing new processes and policies to align with the ministries expectations. This initiative aims to streamline the data entry of new records in SAMS to reduce duplications and confusion when issuing payments.

**NOSDA OW Directors Meeting** The Director of Income Support & Stability, along with the other Northern Ontario Service Deliverers Association (NOSDA) Ontario Works Administrators, attended an Employment Services Transformation information session with Ministry of Children, Community and Social Services (MCCSS) in anticipation of our onboarding to the new model as part of Phase 3 SSM selection.

**Partnership with Elizabeth Fry of Simcoe/Muskoka** To continue to support our Under 18 Ontario Works participants, we have renewed our service agreement with the Elizabeth Fry Society of Simcoe/Muskoka to provide trustee support to those participants, as required by the Ontario Works Act.

## Housing Stability Program - Community Relations Workers

### Support

All services performed, provided, or arranged by the Homelessness Prevention Program staff to promote, improve, sustain, or restore appropriate housing for individuals active within the Homelessness Prevention Program, periodically within the month, not requiring intense case management.

February 2024 Income Source	East	West
Senior	12	14
ODSP	11	26
Ontario Works	5	15
Low Income	23	33

### Intense Case Management

Intense Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly supports, required by the individual to obtain, and sustain housing stability.

February 2024 Income Source	East	West
Senior	13	18
ODSP	4	14
Ontario Works	8	15
Low Income	9	54

### Contact/Referrals

February 2024	East	West	YTD
Homeless	1	4	8
At Risk	1	7	13
Esprit Outreach Homeless	0	0	0
Esprit Outreach at Risk	0	0	0
Esprit in Shelter	0		3
Program Total	21		

### Short Term Housing Allowance

	Active	YTD
February 2024	3	3

### Housing Stability: Household Income Sources and Issuance from HPP:

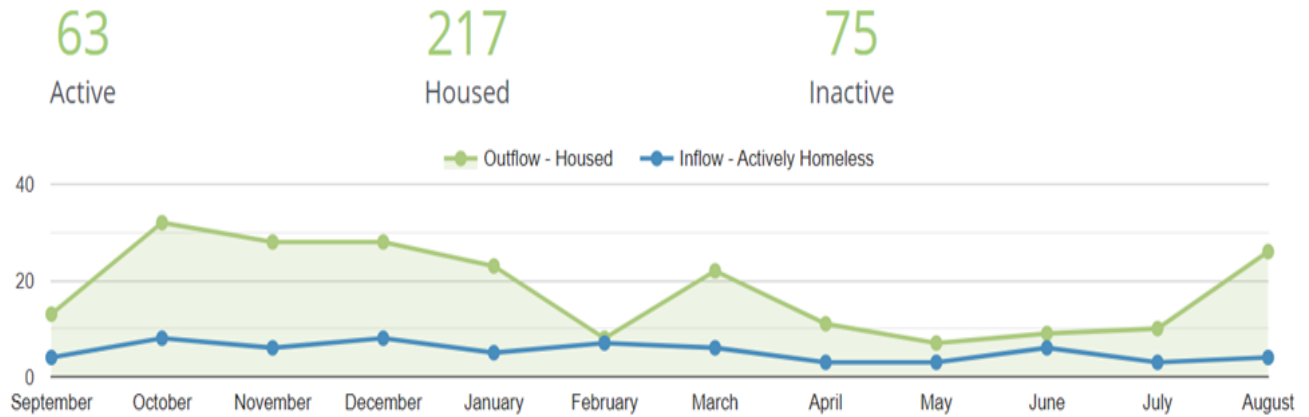
February 2024 Income Source	Total	HPP	February 2024 Reason for Issue	Total
Senior	5	\$1,227.00	Rental Arrears	\$5,275.00
ODSP	2	\$59.00	Utilities/Firewood	\$732.19
Ontario Works	3	\$1,429.00	Transportation	\$
Low Income	1	\$1,075.80	Food/Household/Misc	\$6,494.69
			Emergency Housing	\$
			Total	\$12,501.88

**Ontario Works: Household Income Sources and Issuance from HPP**

February 2024 Income Source	Total	HPP
ODSP	8	\$8,438.69
Ontario Works	5	\$4,063.19

February 2024 Reason for Issue	Total
Rental Arrears	\$5,275.00
Utilities/Firewood	\$732.19
Food/Household/Misc.	\$6,494.69
Total	\$12,501.88

**By-Name List Data  
September 1, 2021– February 29, 2024**



## Housing Stability Update

**Encampment Tracking** – In response to the need for a more effective management of homeless encampments in our district, our organization has developed and implemented a new approach for tracking within our own internal system called FIIT. This method aims to track the homeless population in conjunction with our By Name List. This new tracking system will enhance our ability to provide targeted support and resources to those in need. The benefits will have real time updates and data integration with our collaborative platform that can be viewed by anyone in the agency that has access to our program.

**Northern Cohort CAEH** – The Canadian Alliance to End Homelessness (CAEH) established a working group that focuses on housing and homelessness solutions in Northern Ontario. This group is facilitated by CAEH and acknowledges the region's unique needs and demographics. Income Support supervisors attend these meetings quarterly with the intention of building relationships with other members of the cohort. The group aims to strategize and implement tailored solutions to effectively address homelessness in the area. By bringing together representatives from the other northern District Social Services Boards (DSSAB's) and Consolidated Municipal Service Managers (CMSM's), the group seeks to coordinate efforts and leverage resources to provide comprehensive support to individuals experiencing homelessness in Northern Ontario. The goal of this group is to share ideas, leverage expertise and bring awareness to the challenges faced to the northern Ontario population and human services workers.

**Income Tax Clinics**- A free income tax clinic was held at our office in Parry Sound on March 12<sup>th</sup>. This clinic was able to support over 45 individuals with their personal tax needs. Many social assistance recipients are eligible for various tax credits and benefits such as Canada Child Benefit, GST, Trillium, Climate Action Incentive, one time housing top up to the Canada Housing Benefit and many more. By assisting recipients in filing their taxes accurately and claiming all available credits, it empowers individuals to better manage their finances and help alleviate financial stress. Many recipients that access low-income housing are required to file their taxes. This clinic allows for seamless annual rental reviews, ensuring their rent is not impacted for failing to complete the reviews. This clinic was a huge success thanks to frontline staff and Sudbury Credit Counseling.

**Housing Programs**

**Social Housing Centralized Waitlist Report  
February 2024**

	East Parry Sound	West Parry Sound	Total
Seniors	47	132	179
Families	124	431	555
Individuals	493	197	690
Total	664	760	1424
Total Waitlist Unduplicated			459

**Social Housing Centralized Waitlist (CWL) 2023 - 2024 Comparison  
Applications and Households Housing from the CWL**

Month 2023	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2024	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	5	1	13			Jan	3		2	1	
Feb	5	1	10			Feb	5		11	1	
Mar	6		35			Mar					
Apr	11		17	6		Apr					
May	13	2	9	2		May					
June	9	1	2	1		June					
July	5	1	5	1		July					
Aug	14	1	3	1		Aug					
Sept	12		4			Sept					
Oct	8	1	1	4	2	Oct					
Nov	12		3			Nov					
Dec	1		2	3	3	Dec					
Total	101	8	104	18	5	Total	8		13	2	

SPP = Special Priority Applicant

## Housing Programs Update

Housing Programs has been busy in the first quarter of 2024 working on a centralized waitlist update. We are working through each file to ensure that all information is accurate and those on our list remain eligible. Updated forms were due back at the end of February, however, we have received just over 100 of the nearly 400 updates we sent out, so there is more work to come in contacting applicants to update their files. In February, we saw 5 new applications, and 11 cancelled, with one due to being housed. The other files were cancelled at the applicant's request, or we were informed they had passed away.

The Ministry of Municipal Affairs and Housing recently sent out a Social Housing Notification regarding Special Priority and Rent Geared to Income assistance. They have released a guide that is intended to support both Service Managers who administer the policy, and service providers who work with survivors of abuse and trafficking. The guide includes information on the following:

- Special Priority Policy rules and related RGI assistance rules
- Supports and services for survivors, and
- Training opportunities for Service Managers and service providers

The ministry has also released a webpage on Ontario.ca for survivors of abuse and trafficking, the public, and service providers who work with survivors. The webpage includes general information on the Special Priority policy, RGI assistance and how to apply. The webpage can be found by following this link: [Priority access to housing for survivors of abuse and trafficking | ontario.ca](https://www.ontario.ca/priority-access-to-housing-for-survivors-of-abuse-and-trafficking)

We have seen an increase in Special Priority applications since COVID. From 2020 into the first quarter of 2024, we have received over 60 applications to the special priority program. Of those, 38 applications were complete, and 23 were approved. Of those approved, 22 were domestic violence incidents, and 1 was human trafficking. We have seen 14 of those applicants housed. These numbers speak to the increase we have seen in domestic violence, as well as the state of the housing crisis we are experiencing.

Our department recently received and approved an application to our Additional Units Program. The funding comes in the form of a forgivable loan and allows for the creation of an affordable unit within the homeowners' main place of residence, or property. The rent for the additional unit must remain 20% below the average market rent for the area and must maintain affordability for a period of 15 years. Potential tenants for the additional unit are screened by Housing Programs to ensure that they meet the eligibility criteria for affordable housing. This program is a great resource for the residents of the District of Parry Sound to access to provide more affordable housing options for their loved ones, friends, and community members.

Housing Programs has also continued to receive and approve Ontario Renovates Accessibility Grants. These grants provide funding to homeowners to complete renovations that increase the safety and accessibility of their home, allowing them to remain in their homes as they age. In 2023, and the first quarter of 2024, we approved 6 grants, and provided almost \$30,000 in funding. Most requests are for wheelchair ramps, but also for accessible showers and tubs, grab bars, and widened doorways.

**Parry Sound District Housing Corporation  
February 2024**

Activity for Tenant and Maintenance Services

	Current	YTD
Move outs	2	7
Move in	2	4
L1/L2 forms	1	1
N4 - notice of eviction for non payment of rent	1	1
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	1	2
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0
N7 - notice of eviction for willful damage to unit	0	1
Repayment agreements	5	28 (19 carried from 2023)
No Trespass Order	0	3
Tenant Home Visits	11	37
Mediation/Negotiation/Referrals	20	42
Tenant Engagements/Education	0	2

## **Tenant Services Update**

During the first quarter of 2024, Tenant Services has been very busy with the tenant and maintenance software update. We continue to work closely with the Finance Department in efforts to streamline rent charges, payments, and tenant ledgers to mitigate rental arrears. Also, with new modules of YARDI being implemented, Tenant Services is preparing to support tenants with obtaining email addresses, setting up accounts for the upcoming launch of the new Tenant Portal. This Portal will allow the tenant to pay rent, make maintenance requests, and view their payment history. This is a large project, therefore will take a while to roll out fully, but we are excited to share this with our tenants.

We look forward to building our team to help accommodate some additional tasks related to the above changes, and other initiatives including coordinating educational opportunities for tenants.

Over the spring and summer months Tenant Services will be offering educational opportunities to tenants, with a focus on our family units . For many families, the dynamics of the household has changed significantly since they originally moved in, and they are in need of support to restore a healthy understanding of Rent Geared to Income (RGI) intentions and purpose. There is also a need to work on strengthening their relationships with the Community Relations Workers so that they can access assistance with paperwork or navigating other programs and community services.

**Property Maintenance  
February 2024**

Pest Control		3 buildings are currently being inspected monthly for bedbugs; 14 units have been treated
Vacant Units	14	one-bedroom (10); multiple bedroom (4) (not inclusive of The Meadow View)
Vacant Units - The Meadow View	3	one-bedroom market units available
After Hours Calls	10	After hours for February: Wellness check, Reliance requiring access, Fire Supervisory, signal trouble, reset required. On call contracted to outside service provider.
Work Orders	42	Work orders were created for maintenance work and related materials for the month of February
Fire Inspections		In the month of February, annual inspections were done for 1 apartment building

**Maintenance Quarterly report  
February 2024**

Staff attended the Bridges Out of Poverty and Bringing Your Best Self to Human Service Delivery. Both training opportunities were relevant to the services delivered by the Housing Operations Department.

The Maintenance Program was busy within the month of March initiating annual inspections of all units within the Parry Sound District Housing portfolio.

**Capital Projects  
February 2024**

Duplex Project: Deficiency walk through was done in January, with minimal deficiencies. Final Occupancy signed off in March.

Esprit Renovation Project: Finalizing drawings, tender review and final tender posted in March.

Window Replacement Project: 5 storey building in Parry Sound; Tender posted to the public in March.

Underground water pipe leak investigations occurred; development of remedial plan in place; work to be carried out in April 2024.

Asbestos abatement, and mould remediation carried out within family homes, resulted in one family temporary displacement.

Drain repair for a childcare center.

**Esprit Place Family Resource Centre  
February 2024**

<b>Emergency Shelter Services</b>	<b>February 2024</b>	<b>YTD</b>
Number of women who stayed in shelter this month	8	14
Number of children who stayed in the shelter this month	1	3
Number of hours of direct service to women (shelter and counselling)	291	568
Number of days at capacity	0	0
Number of days over capacity	0	0
Overall capacity %	33%	49%
Resident bed nights (women & children)	95	294
Phone interactions (crisis/support)	20	37

<b>Transitional Support</b>	<b>February 2024</b>	<b>YTD</b>
Number of women served this month	1	1
Number of NEW women registered in the program	1	1
Number of public ed/groups offered	0	0

<b>Child Witness Program</b>	<b>February 2024</b>	<b>YTD</b>
Number of children/women served this month	2	2
Number of NEW clients (mothers and children) registered in the program	1	1
Number of public ed/groups offered	0	0

**Esprit Place Family Resource Centre Update**

Esprit Place experienced a bit of a slowdown in admissions to the shelter during the early part of this year. This has provided a much-needed reprieve for Esprit Place staff and has allowed them to focus on supporting current shelter clients, shelter upkeep, policy development and review, and ongoing training and professional development. Outreach clients, crisis calls, and connection with community partners have continued to be busy during this period.



**Municipality of Huron Shores**  
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April 12, 2024

### **Resolution #24-12-02 – Urging the Government to Promptly Resume Assessment Cycle**

The Council of the Corporation of the Municipality of Huron Shores passed Resolution #24-12-02 at the Regular Meeting held Wednesday, April 10<sup>th</sup>, 2024, as follows:

“WHEREAS the assessment cycle is an essential process for maintaining the fairness and predictability of property taxes in our province;

AND WHEREAS the pause in the reassessment cycle has created uncertainty and instability in property taxation, impacting both residential and commercial property owners;

AND WHEREAS the government has delayed an assessment update again in 2024, resulting in Ontario’s municipalities continuing to calculate property taxes using 2016 property values;

AND WHEREAS both current and outdated assessments are inaccurate, increase volatility, and are not transparent;

AND WHEREAS frequent and accurate reassessments are necessary to stabilize property taxes and provide predictability for property owners, residents, and businesses alike;

AND WHEREAS the staff at the Municipal Property Assessment Corporation would benefit from further skills enhancement and training in assessments, recognizing the importance of ensuring accurate evaluations for 100% of our municipality;

AND WHEREAS the Government has announced a review of the property assessment and taxation system with a focus on fairness, equity, and economic competitiveness, and therefore further deferring new property assessment;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Huron Shores hereby calls upon the Premier to promptly resume the assessment cycle to ensure the stability and predictability of property taxes while the Government conducts its review of the property assessment and taxation system, or respond with an alternative method for every municipality in Ontario to achieve fair taxation;

AND THAT all Municipalities in Ontario and their constituents are encouraged to apply pressure to the Premier, daily, weekly, and monthly, to resolve the situation before it causes undo stress to everyone in the Municipality;

AND THAT a copy of this resolution be forwarded to the Premier, the relevant provincial authorities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible.”

Should you require anything further in order to address the above-noted resolution, please contact the undersigned

Yours truly,



Natashia Roberts

CAO/Clerk  
NR/KN

Cc: Premier of Ontario, the relevant provincial authorities, the Municipal Property Assessment Corporation, and all municipalities in Ontario