

TOWN OF KEARNEY

AGENDA

AMENDED Wednesday September 4, 2024

**REGULAR COUNCIL MEETING
Council Chambers
Thursday September 5, 2024 – 6:00 p.m.**

A Moment of Silence to honour the memories of Carolyn Demeulenaere, Mark Demain and Peter Nidenoff

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

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

4. Delegations/Presentations

- 4.1. Public Meeting - Planning Act – ZBLA, RZ-02-24, 198 Stoneway Road (Friedland) Pg.3
- 4.2. Auditors Report and Presentation 2023 Year End Pg.11

5. Consent List

- 5.1. DRAFT Council Meeting Minutes August 1, 2024, August 12, 2024 and August 20, 2024 Pg.72
- 5.2. Payment Register Pg.79
- 5.3. Transfer Station Report Pg.83
- 5.4. Resolution Report Pg.84
- 5.5. Support Resolution re Canada Community Building Fund Pg.86
- 5.6. Financial Listing 2024 Year to Date Budgeted Amount vs Actual Pg.88
- 5.7. July 9, 2024 Recreation Committee Meeting Minutes Pg.95
- 5.8. Township of Perry Support Resolution – AHHC Assessment and Strategy Pg.97
- 5.9. Township of Perry Support Resolution – AHHC Ownership Manual Road Map Pg.98
- 5.10. Town of Plympton-Wyoming Support Resolution – Underserved Cellular Service in Rural Ontario Pg.99
- 5.11. Support Resolution - AMCTO Provincial Updates to the Municipal Elections Act Pg.101
- 5.12. DRAFT JWMC August 28, 2024 Meeting Minutes Pg.103

6. Items Referred from the Consent List

7. Items for Discussion

7.1.	Planners Report to Council RZ05-23- 218 Emsdale Lake Rd (Waffle)	Pg.105
7.2.	DRAFT By-law to Assume Block 9 Plan 42M-647 on Riverside Drive	Pg.113
7.3.	DRAFT Consent Agreement – Friedland (Riverside Drive)	Pg.114
7.4.	DRAFT Agreement with AMO - Municipal Funding Agreement CCBF	Pg.129
7.5.	SR 2024-56 Paving Overage Echo Ridge Road & Chetwynd Road	Pg.154
7.6.	Memo re: MOU with Almaguin District Snowmobile Club	Pg.155
7.7.	Volunteer Application for Library Board – Tracy Peters	Pg.201
7.8.	District of Parry Sound Municipal Association Fall 2024 Meeting	Pg.203
7.9.	DRAFT Agreement Cindy Leggett – Country Fusion Fitness	Pg.205
7.10.	DRAFT RFP Official Plan, Strategic Plan Review & ZBL	Pg.211
7.11.	DRAFT By-law to Appoint Municipal Freedom of Information Coordinator	Pg.220
7.12.	Memo re White's Farm Trail Maintenance and Rental of Equipment	Pg.221

8. Other Business

8.1.	Notice of Motion – Changes to the September 8 th , 2024, Town Hall Agenda	Pg.222
8.2	Notice of Motion – Sand Lake Boat Ramp Completion	Pg.223

9. Correspondence for Information

9.1.	MAHC Follow-up Summary to July Meetings	Pg.224
9.2.	KWEF August Newsletter	Pg.231
9.3.	DSSAB July/August CAO Report	Pg.233
9.4.	Ontario Seniors Achievement Award	Pg.263

10. Bylaws

10.1	Enter into Agreement with AMO - Municipal Funding Agreement CCBF	Pg.265
10.2	By-law to Assume Block 9 Plan 42M-647 on Riverside Drive	Pg.266
10.3	Enter Into a Consent Agreement – Friedland (Riverside Drive)	Pg.267
10.4	Enter into an Agreement with Cindy Leggett – Country Fusion Fitness Instructor	Pg.269
10.5	By-law to Appoint Municipal Freedom of Information Coordinator	Pg.270
10.6	ZBLA RZ05-23- 218 Emsdale Lake Rd (Waffle)	Pg.271

11. 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
- (3.1) Council Training

12. Confirming Bylaw

13. Adjournment

Report to Council

To: Mayor and Council, Town of Kearney

From: Kent Randall and Jessica Rae Reid (EcoVue Consulting Services Inc.)
Town Planning Consultants

Subject: Application for Zoning By-law Amendment
RZ-02-24 (Friedland)

File: 198 Stoneway Road
Part of Lots 3, 4, and 5, Concession 12, Town of Kearney (Bethune)
EcoVue Project No: 24-2095-16

Date: August 27, 2024

Recommendation

It is recommended that Council receive this Report dated August 27, 2024 from EcoVue Consulting Services regarding Zoning By-law Amendment application RZ-02-24 (Friedland).

It is also recommended that Council approve the proposed amendment to Zoning By-law No. 2022-20, which will rezone a portion of the lands subject to Consent File B-002/24 from the Open Space (OS) Zone and Rural (RU) Zone to the Rural Residential (RR) Zone, as a condition of final Consent approval.

It is also recommended that Council approve the proposed amendment to Zoning By-law No. 2022-20, which will rezone a portion of the lands subject to Consent File B-003/24 from the Open Space (OS) Zone to a site-specific Rural Residential Exception-XX (RR-XX) Zone, as a condition of final Consent approval.

Subject Lands

The lands subject to this application are in Part of Lots 3, 4, and 5, Concession 12, in the Geographic Township of Bethune, now in the Town of Kearney, District of Parry Sound. The subject property has a current municipal address of 198 Stoneway Road.

A summary of the lands proposed to be rezoned are as follows:

	Severed Lot #1 (B-002/24)	Severed Lot #2 (B-003/24)	Retained Lands
Lot Area	1.0 hectares	1.0 hectares	58.0 hectares
Lot Frontage	164.9 metres on Riverside Drive	20.2 metres on Riverside Drive	331.3 metres on Stoneway Road
Lot Depth	> 40 metres	> 40 metres	Varies; > 100 metres
Current Zone	Open Space (OS)	Open Space (OS)	Rural (RU), Residential Waterfront (RWF), and Open Space (OS)
Current Uses	Vacant	Vacant	Shoreline Residential (one dwelling with accessory structures)
Proposed Uses	Residential	Residential	Residential/Shoreline (unchanged)
Road Access	Riverside Drive	Riverside Drive	Stoneway Road

Purpose of Application

The Zoning By-law amendment (ZBA) application is required to rezone a portion of the subject lands from the Open Space (OS) Zone to the Rural Residential (RR) Zone and a site-specific Rural Residential Exception-XX (RR-XX) Zone, as a condition of Consent Applications B-002/24 and B-003/24, respectively.

The Town of Kearney Zoning By-law does not permit residential uses within the Open Space (OS) Zone. As such, both Severed Lot #1 and #2 are required to be rezoned to the Rural Residential (RR) Zone, which permits residential uses in the form of a single detached dwelling.

Additionally, the Town of Kearney Zoning By-law provides for a minimum lot area of 0.8 hectares (~1.98 acres) and a minimum lot frontage on a municipally maintained road of 60.0 metres within the Rural Residential (RR) Zone, as per Section 4.3.3.

Proposed Severed Lot #1 will have an approximate lot area of 1 hectare (2.47 acres) and municipal frontage of ~164 metres, which exceeds the minimum requirement of the RR Zone. However, Severed Lot #2 will have an approximate lot area of 1 hectare (2.47 acres) and municipal frontage of ~20 metres, which does not meet the minimum lot frontage requirement of the RR Zone.

Therefore, an amendment to the Town of Kearney Zoning By-law is required to acknowledge the future residential use being proposed on the lands of Consent Applications B-002/24 and B-003/24, as well as account for the lot frontage deficiency for Consent Application B-003/24.

Analysis

Provincial Policy Statement (2020)

The subject lands are not located within a settlement area and are therefore subject to Section 1.1.4 (Rural Areas) and 1.1.5 (Rural Lands) of the PPS. Specifically, Section 1.1.5.2 outlines permitted uses on *rural lands*, which includes “*b) resource-based recreational uses (including recreational dwellings); c) residential development, including lot creation, that is locally appropriate; [...]*”

The proposed ZBA is appropriate for the surrounding rural and residential characteristics of the area as the Rural Residential (RR) Zone allows for single-detached dwellings for residential use. The proposed lots are consistent in size compared to other residential parcels on Stoneway Road, Riverside Drive, and the surrounding rural area and are therefore locally appropriate.

Policies contained in Section 2.1 of the PPS prohibit development and site alteration within or on lands adjacent-to (within 120 metres of) natural heritage features including, but not limited to: wetlands, significant wildlife habitat, fish habitat, etc. According to the available aerial imagery, the severed lands do not contain wetlands (provincially/locally significant or unevaluated) or any other natural heritage or hydrologic feature. Notwithstanding, the retained lands have frontage on Beaver Lake and the Magnetawan River, key hydrologic features. The proposed severed lands will also be approximately 100 metres south of the Magnetawan River, which has the capacity to contain fish habitat. Furthermore, Schedule ‘C’ of the Town of Kearney Official Plan locates the severed lands within the ‘Deer Yarding Area (Stratum II)’.

As per Section 2.1.5 d) and e) state that “[*d) development and site alteration shall not be permitted in: [...]* d) *significant wildlife habitat; e) significant areas of natural and scientific interest; and [...]*”. Section 2.1.6

of the PPS goes on to state that, “[development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements.” Lastly, in Section 2.1.8 of the PPS, “[d]evelopment and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies [...] 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions”.

As part of the previous Consent Applications, it was requested that the applicant submit a Scoped Environmental Impact Study (EIS) focused on the potential for deer wintering area and other significant habitat and/or endangered/threatened species. An EIS was prepared by RiverStone Environmental Solutions Inc. which concluded that, provided the proper implementation of the mitigation measures contained in Section 5.0 of the Report, the proposed severances and further residential development of the lands would have no impact on species or their habitats. Notwithstanding, the owners will be required to enter-into a Development Agreement related to the implementation of the mitigation measures, as a condition of final consent approval. As such, it is our opinion the proposed rezoning conforms to the policies of Section 2.1 of the PPS.

Speaking to Section 3.1, the retained lands have the potential to contain natural hazards such as steep slopes, etc. Notwithstanding, the proposed severed lots do not contain any steep slopes.

As the proposed severances pose no impact to the present natural heritage features based on the proper implementation of the mitigation measures stated in the EIS, and there is no presence of natural hazard features, the proposal conforms to Sections 2 (Wise Use and Management of Resources) and 3 (Protecting Public Health and Safety) of the PPS.

Town of Kearney Official Plan

The severed lands are currently designated Shoreline and Rural according to Schedule ‘A’ to the Town of Kearney Official Plan (TKOP). Additionally, Schedule ‘C’ of the TKOP locates the severed lands within the ‘Deer Yarding Area (Stratum II)’.

Policies related to the Shoreline and Rural designations are outlined in Sections 3.0 and 4.0 of the TKOP, respectively. Within these designations, Sections 3.3.2 and 4.2.2 states that limited low density residential uses are permitted, subject to the Lot Requirement and Shoreline Residential policies contained in Section 3.3.1, 3.3.2, and 4.2.2, respectively.

Specifically, Sections 3.3.1.2 states that residential lots shall be “[n]o smaller than 1 hectare (2.47 acres) in area with 60 metres (197 feet) of water frontage, unless supported by a hydrogeological study”. The subject lands do not have water frontage; as such the Rural policies are applicable to the site.

Section 4.2.2.4 states that: “the minimum requirements for a new rural residential lot and the retained lot will be 1 hectare (2.47 acres) in lot area with 60 metres (197 feet) of road frontage” and that “in no event shall a new rural residential lot have a lot area of less than 0.8 hectares (2 acres)”.

Both severed lots will meet the required lot area (1.0 hectares where 1.0 hectares required). However, Severed Lot #2 will only have 20.2 metres of frontage on a municipally maintained road, where 60.0 metres are required. It is our opinion that although the lot does not meet the minimum-stated frontage, the proposed lot will meet the intent of Section 4.2.2.4. In our opinion, the key lot standard provided in this section is the minimum lot area of 1.0 hectare – this minimum standard ensures that new lots are large enough to accommodate private septic and well servicing. Since the proposed lots exceed this standard, we are of the opinion that a hydrogeological study is not required. Furthermore, it is our opinion that 20.0 metres provides sufficient access to establish a private driveway.

As such, it is our opinion the proposed rezoning to acknowledge the future use of the lands and the deficient municipal frontage for Severed Lot #2 maintains the intent of the Shoreline and Rural designations in the TKOP.

Natural Heritage policies are contained in Section 6.4 of the TKOP. Speaking to the Deer Yarding Area (Stratum II) identified in Schedule ‘C’ of the TKOP, Section 6.4.3.1.4 states that “[d]evelopment and site alteration shall not be permitted in deer yarding areas or winter concentration areas (yards) unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions”. This policy goes on to state that “[d]evelopment and site alteration in Stratum II yards must conserve valuable conifer stands, feeding areas, and movement corridors”.

As stated, the submitted EIS contains mitigation measures which speak directly to the above-noted policies and will be implemented through a Development Agreement with the property owner(s) as a condition of final consent approval.

Therefore, it is our opinion that the proposal conforms to the policies contained within the Town of Kearney Official Plan.

Town of Kearney Zoning By-law No. 2022-20

According to Schedule 'A' of the Town of Kearney Zoning By-law (TKZBL) the lands proposed to be rezoned are currently zoned Open Space (OS).

Permitted uses within the OS Zone are contained in Section 4.13.2 of the TKZBL. Within this Section, residential uses in the form of a single detached dwelling are not permitted. As such, the severed lands are required to be rezoned in order to permit the proposed residential use. It is proposed that Severed Lot #1 and #2 be rezoned to the Rural Residential (RR) Zone.

Section 4.3.3 of the Zoning By-law states that the minimum required lot area of the RR Zone is 0.8 hectares (~1.98 acres), and the minimum required frontage on a municipally maintained road is 60.0 metres.

Severed Lot #1 is proposed to have an approximate lot area of 1 hectare (2.47 acres) and municipal frontage of ~164 metres on Riverside Drive, which exceeds the minimum requirement of the RR Zone.

However, Severed Lot #2 is proposed to have an approximate lot area of 1 hectare (2.47 acres) and a municipal frontage of ~20 metres on Riverside Drive, which does not meet the minimum lot frontage requirement of the RR Zone.

As such, it is recommended that Severed Lot #1 be rezoned to the Rural Residential (RR) Zone, as a condition of Consent Application B-002/24.

It is also recommended that Severed Lot #2 be rezoned to a site-specific Rural Residential Exception-XX (RR-XX) Zone in order to acknowledge the deficient lot frontage on a municipally maintained road (Riverside Drive), as a condition of Consent Application B-003/24.

Speaking to the retained lands, the proposed retained lot will meet all the RU and RWF Zone regulations, including minimum lot area (10 hectares) and frontage (100.0 metres). As such, a rezoning of the retained lands is not required.

Budget Implications

The Zoning By-law Amendment application was submitted with the application fee of \$650.00 + HST and the deposit fee of 1,200.00.

Next Steps

Once a decision has been made by Council, the decision will be in an appeal period for 20 days.

Notice and Communications

Public Notices for the Zoning By-law Amendment applications are issued by the Town. Notice of Complete Application and Public Meeting has been circulated to neighbouring properties within 120 metres of the subject lands, as well as the applicable agencies.

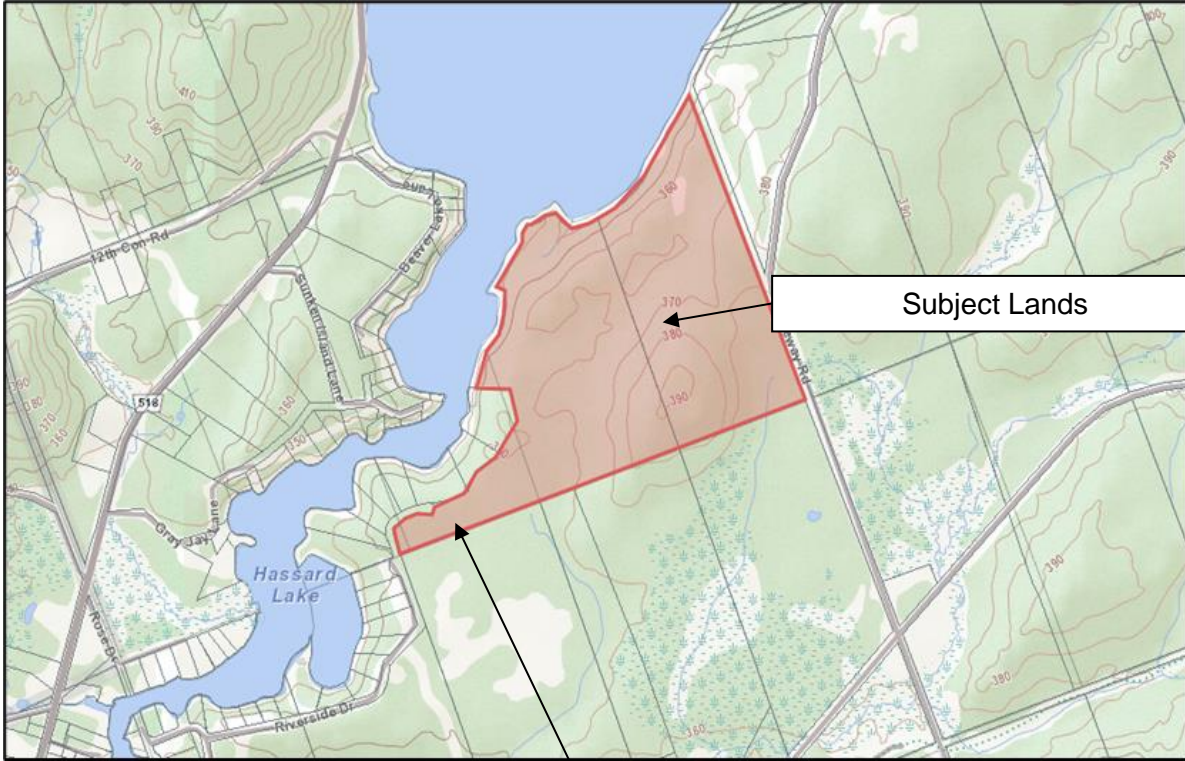
Respectfully Submitted,
ECOVUE CONSULTING SERVICES INC.



J. Kent Randall B.E.S. MCIP RPP
Town Planning Consultant

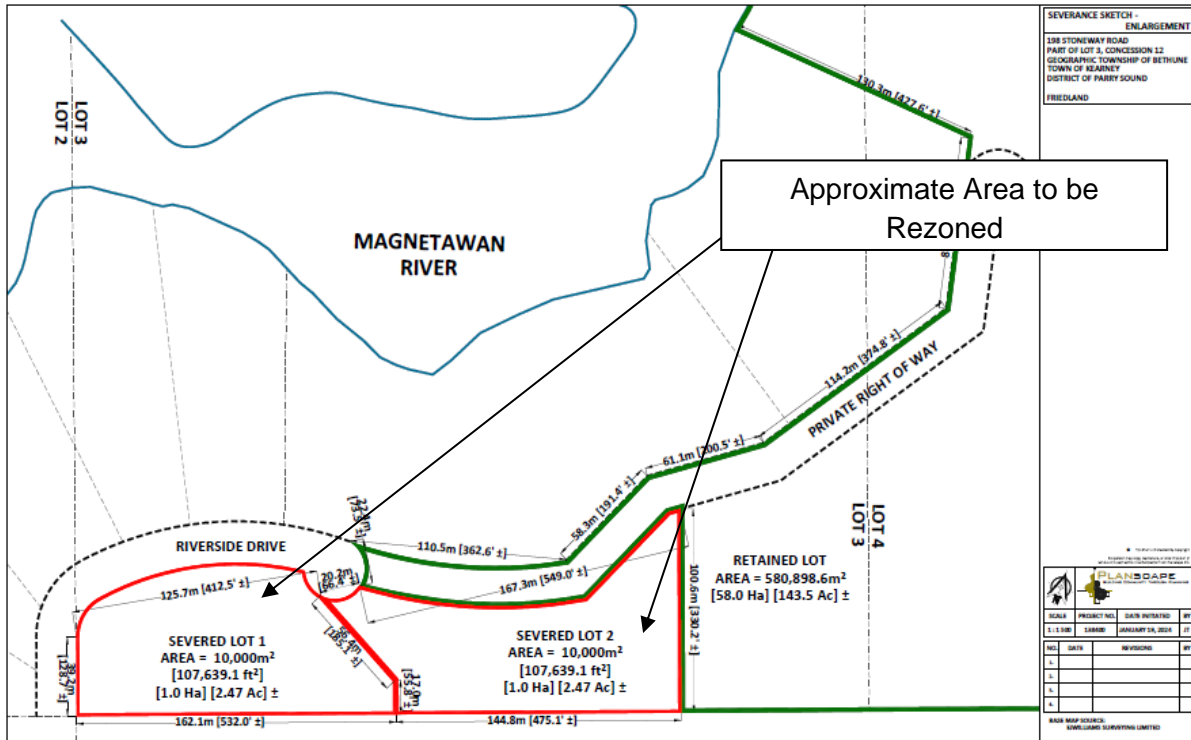


Jessica Rae Reid, B.A
Town Planning Consultant



Subject Lands

198 Stoneway Road; Part of Lots 3, 4, and 5, Concession 12, Bethune
Town of Kearney, District of Parry Sound



THE CORPORATION OF THE TOWN OF KEARNEY
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023

THE CORPORATION OF THE TOWN OF KEARNEY
CONTENTS

	Page
Independent Auditor's Report	1 - 2
Consolidated Statement of Financial Position	3
Consolidated Statements of Operations and Accumulated Surplus	4
Consolidated Statement of Change in Net Financial Assets	5
Consolidated Statement of Cash Flows	6
Notes to the Consolidated Financial Statements	7 - 28

Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers of
The Corporation of the Town of Kearney

Opinion

We have audited the consolidated financial statements of The Corporation of the Town of Kearney ("the Town"), which comprise the consolidated statement of financial position as at December 31, 2023, and the consolidated statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Kearney as at December 31, 2023, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an audit ~~08s~~

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

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

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

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

North Bay, Canada

Chartered Professional Accountants
Licensed Public Accountants

THE CORPORATION OF THE TOWN OF KEARNEY
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2023

	2023	2022 (Restated - see Note 2)
FINANCIAL ASSETS		
Cash (Note 5)	\$ 3,460,626	\$ 4,128,150
Investments (Note 6)	141,450	134,669
Taxes receivable (Note 7)	330,940	294,842
Accounts receivable	508,570	462,533
Inventories held for resale	2,257	-
	4,443,843	5,020,194
LIABILITIES		
Accounts payable and accrued liabilities	917,082	963,581
Deferred revenue-general (Note 8)	324,621	237,471
Deferred revenue-obligatory reserve funds (Note 9)	190,446	158,098
Employee benefits payable (Note 10)	24,348	29,339
Long-term debt (Note 11)	81,368	105,077
Asset retirement obligations (Note 13)	395,023	309,963
	1,932,888	1,803,529
NET FINANCIAL ASSETS	2,510,955	3,216,665
NON-FINANCIAL ASSETS		
Tangible capital assets - net (Note 16)	14,547,742	12,578,577
Inventories of supplies	147,506	191,492
Prepaid expenses	23,044	18,110
	14,718,292	12,788,179
ACCUMULATED SURPLUS (Note 17)	\$ 17,229,247	\$ 16,004,844

Contingencies (see Notes 3 and 15)
Contractual Obligations (see Note 14)

APPROVED ON BEHALF OF COUNCIL:

_____ Mayor

The accompanying notes are an integral part of these financial statements

THE CORPORATION OF THE TOWN OF KEARNEY
CONSOLIDATED STATEMENTS OF OPERATIONS AND ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget 2023 <i>(see Note 19)</i>	Actual 2023	Actual 2022 <i>(Restated - see Note 2)</i>
REVENUE			
Property taxes	\$ 3,649,570	\$ 3,768,809	\$ 3,431,982
User charges	295,034	324,131	324,092
Government transfers	2,056,357	1,824,516	1,207,209
Gain (loss) on disposal of tangible capital assets	-	(235,481)	14,166
Other	322,919	365,669	248,532
TOTAL REVENUE	6,323,880	6,047,644	5,225,981
EXPENSES			
General government	1,103,199	1,047,592	736,496
Protection to persons and property	1,110,604	1,155,968	1,005,143
Transportation services	1,605,811	1,374,781	1,497,428
Environmental services	325,174	353,354	316,285
Health services	158,493	158,493	155,126
Social and family services	317,951	316,707	317,619
Recreation and cultural services	356,490	406,312	293,016
Planning and development	22,231	10,034	51,514
TOTAL EXPENSES	4,999,953	4,823,241	4,372,627
ANNUAL SURPLUS <i>(Note 17)</i>	1,323,927	1,224,403	853,354
ACCUMULATED SURPLUS, BEGINNING OF YEAR			
As previously reported	16,135,670	16,135,670	15,267,182
Change in accounting policy <i>(Note 2)</i>	(130,826)	(130,826)	(115,692)
AS RESTATED	16,004,844	16,004,844	15,151,490
ACCUMULATED SURPLUS, END OF YEAR	\$ 17,328,771	\$ 17,229,247	\$ 16,004,844

The accompanying notes are an integral part of these financial statements

THE CORPORATION OF THE TOWN OF KEARNEY
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget 2023 <i>(see Note 19)</i>	Actual 2023	Actual 2022 <i>(Restated - see Note 2)</i>
Annual surplus	\$ 1,323,927	\$ 1,224,403	\$ 853,354
Acquisition of tangible capital assets	(3,539,457)	(2,892,217)	(1,351,897)
Contributed tangible capital assets -net	-	(201)	(212)
Revaluation of tangible capital assets - ARO	-	(78,207)	-
Amortization of tangible capital assets	765,879	765,879	744,045
(Gain) loss on disposal of tangible capital assets	-	235,481	(14,166)
Proceeds from disposal of tangible capital assets	-	100	109,212
Change in supplies inventories	-	43,986	(99,487)
Change in prepaid expenses	-	(4,934)	631
Increase (decrease) in net financial assets	(1,449,651)	(705,710)	241,480
Net financial assets, beginning of year			
As previously reported	3,416,997	3,416,997	3,161,550
Change in accounting policy <i>(Note 2)</i>	(200,332)	(200,332)	(186,365)
As restated	3,216,665	3,216,665	2,975,185
Net financial assets, end of year	\$ 1,767,014	\$ 2,510,955	\$ 3,216,665

The accompanying notes are an integral part of these financial statements

THE CORPORATION OF THE TOWN OF KEARNEY
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

	2023	2022 <i>(Restated - see Note 2)</i>
Operating transactions		
Annual surplus	\$ 1,224,403	\$ 853,354
Non-cash charges to operations:		
Amortization of tangible capital assets	765,879	744,045
Accretion expense on ARO liability	13,348	13,807
Revaluation of tangible capital assets - ARO	(78,207)	-
Change in ARO liability excluding accretion and settlements	83,590	(8,326)
Contributed tangible capital assets - net	(201)	(212)
(Gain) loss on disposal of tangible capital assets	235,481	(14,166)
Change in employee benefits payable	(4,991)	(1,677)
	<u>2,239,302</u>	<u>1,586,825</u>
Changes in non-cash items:		
Taxes receivable	(36,098)	10,105
Accounts receivable	(46,037)	(247,948)
Inventories held for resale	(2,257)	59,770
Accounts payable and accrued liabilities	(46,499)	316,020
Deferred revenue-general	87,150	202,192
Deferred revenue-obligatory reserve funds	32,348	92,838
Settlement of asset retirement obligations	(11,878)	(12,068)
Inventories of supplies	43,986	(99,487)
Prepaid expenses	(4,934)	631
	<u>15,781</u>	<u>322,053</u>
Cash provided by operating transactions	<u>2,255,083</u>	<u>1,908,878</u>
Capital transactions		
Acquisition of tangible capital assets	(2,892,217)	(1,351,897)
Proceeds from disposal of tangible capital assets	100	109,212
Cash applied to capital transactions	<u>(2,892,117)</u>	<u>(1,242,685)</u>
Investing transactions		
Change in investments	(6,781)	412,261
Cash provided by (applied to) investing transactions	<u>(6,781)</u>	<u>412,261</u>
Financing transactions		
Debt principal repayments	(23,709)	(22,799)
Cash applied to financing transactions	<u>(23,709)</u>	<u>(22,799)</u>
Net change in cash	(667,524)	1,055,655
Cash, beginning of year	4,128,150	3,072,495
Cash, end of year	\$ 3,460,626	\$ 4,128,150
Cash flow supplementary information:		
Cash paid for interest	\$ 4,442	\$ 5,353

The accompanying notes are an integral part of these financial statements

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

MANAGEMENT RESPONSIBILITY

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

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

1. SIGNIFICANT ACCOUNTING POLICIES

Significant aspects of the accounting policies adopted by the Town are as follows:

(a) Reporting Entity

These consolidated statements reflect the assets, liabilities, revenue, expenses and accumulated surplus of the reporting entity. The reporting entity is comprised of all committees of Council and the boards, joint boards and municipal enterprises for which Council is politically accountable as follows:

(i) Consolidated and proportionally consolidated entities

The following local board is consolidated:

Kearney & Area Public Library

The following local committee is proportionally consolidated:

-Kearney-Perry Joint Waste Management Committee

Inter-organizational transactions and balances between these organizations are eliminated.

(ii) Non-consolidated entities

The following joint boards are not consolidated:

North Bay Parry Sound District Health Unit

Parry Sound District Social Services Administration Board

Eastholme, District of Parry Sound (East) Home for the Aged

(iii) Accounting for school board transactions

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards are not reflected in these consolidated financial statements.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(b) Basis of Accounting

(i) Accrual basis of accounting

Revenue and expenses are reported on the accrual basis of accounting. Revenue is recognized in the year in which it is earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(ii) Cash

Cash includes cash on hand and balances held at financial institutions.

(iii) Non-financial assets

Non-financial assets are not available to discharge existing liabilities but are held for use in the provision of municipal services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(a) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset, as well as any asset retirement obligations related to the asset. Tangible capital assets received as donations are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements - 20 to 60 years
 Buildings - 15 to 95 years
 Machinery, equipment and furniture - 10 to 20 years
 Computer hardware and software - 2 to 10 years
 Vehicles - 10 to 25 years
 Roads - 3 to 50 years
 Bridges and culverts - 25 to 60 years
 Library books - 5 years

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

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

Interest related to the acquisition of capital assets is not capitalized, but is expensed in the year incurred.

(b) Inventories of supplies

Inventories held for consumption are recorded at the lower of cost and replacement cost.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

- (iv) Deferred Revenue
Revenue restricted by legislation, regulation or agreement and not available for general municipal purposes is reported as deferred revenue on the Consolidated Statement of Financial Position. The revenue is reported on the Consolidated Statement of Operations in the year in which it is used for the specific purpose.
- (v) Reserves and reserve funds
Certain amounts, as approved by Council, are set aside in reserves and reserve funds for future operating and capital purposes. Balances related to these funds are included in the accumulated surplus of the Consolidated Statement of Financial Position.
- (vi) Government transfers
Government transfers are recognized in the financial statements as revenue when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the Consolidated Statement of Operations as the stipulation liabilities are settled.
- (vii) Taxation and related revenue
Tax rates are established annually by Council, incorporating amounts to be raised for local services and amounts the Town is required to collect on behalf of the Province of Ontario in respect of education taxes. Property tax billings are prepared by the Town based on assessment rolls, supplementary assessment rolls and other assessment adjustments issued by the Municipal Property Assessment Corporation ("MPAC"). Taxation revenue is initially recorded at the time assessment information is received from MPAC and is subsequently adjusted based on management's best estimate of the amount of tax revenue resulting from assessment adjustments that have not yet been received from MPAC. The Town is entitled to collect interest and penalties on overdue taxes. This revenue is recorded in the period the interest and penalties are levied.
- (viii) Pensions and employee benefits
The Town accounts for its participation in the Ontario Municipal Employee Retirement System ("OMERS"), a multi-employer public sector pension fund, as a defined contribution plan. Sick leave benefits are accrued as the employees render the services necessary to earn the benefits.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(ix) Financial instruments

Financial instruments are classified as either fair value, amortized cost or cost.

Financial instruments classified as fair value are initially recognized at cost and subsequently carried at fair value. Financing fees and transaction costs on financial instruments measured at fair value are expensed as incurred. Unrealized gains and losses on financial assets are recognized in the Consolidated Statement of Remeasurement Gains and Losses. Once realized, remeasurement gains and losses are transferred to the Consolidated Statement of Operations. A Consolidated Statement of Remeasurement Gains and Losses has not been included as there are no matters to report therein.

Financial instruments classified as amortized cost are initially recognized at cost and subsequently carried at amortized cost using the effective interest rate method, less any impairment losses on financial assets. The effective interest rate method allocates interest income or interest expense over the relevant period, based on the effective interest rate. Transaction costs related to financial instruments in the amortized cost category are added to the carrying value of the instrument.

Financial assets measured at amortized cost are tested for impairment when there are indicators of impairment. Previously recognized impairment losses are reversed to the extent of the improvement, provided the asset is not carried at an amount, at the date of the reversal, greater than the amount that would have been the carrying amount had no impairment loss been recognized previously. The amounts of any write-downs or reversals are recognized in the Consolidated Statement of Operations.

Financial liabilities (or part of a financial liability) are removed from the Consolidated Statement of Financial Position when, and only when, they are discharged, cancelled or expire.

The Town's financial instruments are measured according to the following methods:

<u>Financial instrument</u>	<u>Measurement method</u>
Cash	Amortized cost
Investments	Amortized cost
Accounts receivable	Amortized cost
Accounts payable and accrued liabilities	Amortized cost
Long-term debt	Amortized cost

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(x) Asset retirement obligations

A liability for an asset retirement obligation is recognized when, at the financial reporting date, all of the following criteria are met:

- there is a legal obligation to incur retirement costs in relation to a capital asset;
- the past transaction or event giving rise to the liability has occurred;
- it is expected that future economic benefits will be given up; and
- a reasonable estimate of the amount can be made.

The liability is recorded at an amount that is the best estimate of the expenditure required to retire a capital asset at the financial statement date. The liability is subsequently reviewed at each financial reporting date and adjusted for the passage of time and for any revisions to the timing, amount required to settle the obligation or the discount rate. When an asset retirement obligation is initially recognized, a corresponding asset retirement cost is added to the carrying value of the related capital asset when it is still in productive use. This cost is amortized over the useful life of the capital asset. If the related capital asset is unrecognized or no longer in productive use, the asset retirement costs are expensed.

(xi) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the period. These estimates and assumptions are based on management's historical experience, best knowledge of current events and actions that the Town may undertake in the future. Significant accounting estimates include valuation allowances for taxes and accounts receivable, estimated useful lives of tangible capital assets, employee sick leave benefits liability, estimated costs and timing of asset retirement obligations and supplementary taxes. Actual results could differ from these estimates.

There is measurement uncertainty surrounding the estimation of liabilities for asset retirement obligations of \$395,023. These estimates are subject to uncertainty because of several factors including, but not limited to estimated settlement dates, estimated costs and change in the discount rate. These estimates are reviewed annually and, as adjustments become necessary, they are recorded in the period in which they become known.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

2. CHANGE IN ACCOUNTING POLICY - ADOPTION OF NEW ACCOUNTING STANDARDS

On January 1, 2023 the Town adopted the following standards concurrently on a prospective basis: PS 1201 *Financial Statement Presentation*, PS 2601 *Foreign Currency Translation*, PS 3041 *Portfolio Investments* and PS 3450 *Financial Instruments*. The adoption of these standards had no impact on the opening balances.

PS 1201 *Financial Statement Presentation* replaces PS 1200 *Financial Statement Presentation*. This standard establishes general reporting principles and standards for the disclosure of information in government financial statements. The standard introduces the Statement of Remeasurement Gains and Losses separate from the Statement of Operations. Requirements in PS 2601 *Foreign Currency Translation*, PS 3041 *Portfolio Investments* and PS 3450 *Financial Instruments*, which are required to be adopted at the same time, can give rise to the presentation of gains and losses as remeasurement gains and losses.

PS 2601 *Foreign Currency Translation* replaces PS 2600 *Foreign Currency Translation*. This standard requires monetary assets and liabilities denominated in a foreign currency and non-monetary items denominated in a foreign currency that are reported as fair value, to be adjusted to reflect the exchange rates in effect at the financial statement date. Unrealized gains and losses arising from foreign currency changes are presented in the new Statement of Remeasurement Gains and Losses.

PS 3041 *Portfolio Investments* replaces PS 3040 *Portfolio Investments*. This standard provides revised guidance on accounting for, and presentation and disclosure of, portfolio investments to conform to PS 3450 *Financial Instruments*. The distinction between temporary and portfolio investments has been removed in the new standard, and upon adoption, PS 3030 *Temporary Investments* no longer applies.

PS 3450 *Financial Instruments* establishes accounting and reporting requirements for all types of financial instruments including derivatives. This standard requires fair value measurement of derivatives and portfolio investments in equity instruments that are quoted in an active market. All other financial instruments will generally be measured at cost or amortized cost. Unrealized gains and losses arising from changes in fair value are presented in the Statement of Remeasurement Gains and Losses.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

2. CHANGE IN ACCOUNTING POLICY - ADOPTION OF NEW ACCOUNTING STANDARDS (Continued)

On January 1, 2023 the Town adopted PS 3280 *Asset Retirement Obligations (ARO)* on a modified retroactive basis with prior period restatement.

PS 3280 establishes the accounting and reporting requirements for legal obligations associated with the retirement of tangible capital assets controlled by a government or government organization. A liability for a retirement obligation can apply to tangible capital assets either in productive use or no longer in productive use. The new standard replaces PS 3270 *Solid Waste Landfill Closure and Post-Closure Liability* under which the asset retirement obligation related to landfill sites had previously been recorded.

As a result of applying PS 3280, the asset retirement obligation and related tangible capital assets have been restated as follows:

	As Previously Reported	Adjustments	As Restated
CONSOLIDATED STATEMENT OF FINANCIAL POSITION			
Tangible capital assets - net	\$ 12,509,071	\$ 69,506	\$ 12,578,577
Asset retirement obligations liability	109,631	200,332	309,963
Accumulated surplus	16,135,670	(130,826)	16,004,844
CONSOLIDATED STATEMENTS OF OPERATIONS AND ACCUMULATED SURPLUS			
Total expenses	4,357,493	15,134	4,372,627
Annual surplus	868,488	(15,134)	853,354
Accumulated surplus, beginning of year	15,267,182	(115,692)	15,151,490
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS			
Annual surplus	868,488	(15,134)	853,354
Contributed tangible capital assets - net	(52)	(160)	(212)
Amortization of tangible capital assets	742,718	1,327	744,045
Increase (decrease) in net financial assets	255,447	(13,967)	241,480
Net financial assets, beginning of year	3,161,550	(186,365)	2,975,185
CONSOLIDATED STATEMENT OF CASH FLOWS			
Annual surplus	868,488	(15,134)	853,354
Amortization of tangible capital assets	742,718	1,327	744,045
Accretion expense on ARO liability	-	13,807	13,807
Change in ARO liability excluding accretion and settlements	(20,554)	12,228	(8,326)
Contributed tangible capital assets - net	(52)	(160)	(212)
Settlement of asset retirement obligations	-	(12,068)	(12,068)

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

3. CONTRIBUTIONS TO UNCONSOLIDATED JOINT BOARDS

Further to Note 1(a)(ii), the following contributions were made by the Town to these boards:

	2023	2022
District of Parry Sound Social Services Administration Board	\$ 169,625	\$ 164,114
North Bay Parry Sound District Health Unit	27,548	25,747
Eastholme, District of Parry Sound (East) Home for the Aged	133,884	129,622
	\$ 331,057	\$ 319,483

The Town is contingently liable for its share, if any, of the accumulated deficits as at the end of the year for these boards. The Town's share of the accumulated surpluses (or deficits) of these boards has not been determined at this time.

The Town is also contingently liable for its share, if any, of the long-term liabilities issued by other municipalities for these boards. The Town's share of these long-term liabilities has not been determined at this time.

4. TRANSACTIONS ON BEHALF OF SCHOOL BOARDS

During the year, \$632,093 of taxation was levied on behalf of school boards (2022 - \$605,538).

5. CASH

Cash is comprised of:

	2023	2022
Unrestricted cash	\$ 3,270,180	\$ 3,970,052
Restricted cash	190,446	158,098
	\$ 3,460,626	\$ 4,128,150

Federal and Provincial legislation restricts how restricted cash related to obligatory reserve funds, reported in Note 9, may be used.

6. INVESTMENTS

Investments are comprised of guaranteed and redeemable investment certificates, bearing interest at rates ranging from 2.25% to 5.40% and maturing between August 8, 2024 and October 28, 2024.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

7. TAXES RECEIVABLE

Taxes receivable are comprised of the following:

	2023	2022
Taxes and amounts added for collection purposes-current year	\$ 257,583	\$ 179,211
Penalties and interest-current year	8,647	4,409
Taxes and amounts added for collection purposes-previous year	30,615	48,432
Penalties and interest-previous year	3,319	4,466
Taxes and amounts added for collection purposes-prior years	27,414	47,209
Penalties and interest-prior years	3,362	12,060
Valuation allowance	-	(945)
	\$ 330,940	\$ 294,842

8. DEFERRED REVENUE -GENERAL

Details of the deferred revenue reported on the Consolidated Statement of Financial Position are as follows:

	2023	2022
Balance, beginning of year:		
Kearney Dog Sled Races	\$ 6,775	\$ -
Kearney & Area Public Library	10,000	-
Northern Ontario Resource Development Support (NORDS)	199,234	-
Ontario Cannabis Legalization Implementation Fund	7,172	11,343
Other Town of Kearney	14,290	23,936
	237,471	35,279
Received and deferred during the year:		
Kearney Dog Sled Races	8,870	6,775
Kearney & Area Public Library	-	10,000
Northern Ontario Resource Development Support (NORDS)	88,896	193,846
Other Town of Kearney	11,173	12,661
Interest earned	13,148	5,387
	122,087	228,669
Recognized in revenue during the year	(21,147)	(13,391)
Refunded during the year	(13,790)	(13,086)
Balance, end of year	\$ 324,621	\$ 237,471
Kearney Dog Sled Races	\$ 8,870	\$ 6,775
Kearney & Area Public Library	-	10,000
Northern Ontario Resource Development Support (NORDS)	301,278	199,234
Ontario Cannabis Legalization Implementation Fund	3,300	7,172
Other Town of Kearney	11,173	14,290
Balance, end of year	\$ 324,621	\$ 237,471

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

9. DEFERRED REVENUE-OBLIGATORY RESERVE FUNDS

The Town receives payments in lieu of parkland under the Planning Act, federal Community-Building (previously gas tax) funding under an agreement with the Association of Municipalities of Ontario and Ontario Community Infrastructure Fund funding under an agreement with the Ministry of Infrastructure. Legislation restricts how these funds may be used, and under certain circumstances, how these funds may be refunded.

In the case of payments in lieu of parkland, revenue recognition occurs when the Town has approved eligible expenditures for park and other public recreation purposes. Community-Building and Ontario Community Infrastructure Fund revenue recognition occurs when the Town has approved the expenditures for eligible operating expenditures and capital works.

Details of the deferred revenue-obligatory reserve funds reported on the Consolidated Statement of Financial Position are as follows:

	2023	2022
Balance, beginning of year:		
Recreational land (the Planning Act)	\$ 14,072	\$ 11,478
Ontario Community Infrastructure Fund	31,523	-
Community-Building	112,503	53,782
	158,098	65,260
Received during the year:		
Recreational land (the Planning Act)	14,400	2,300
Ontario Community Infrastructure Fund	176,211	153,227
Community-Building	58,378	55,946
Interest earned	11,889	5,325
	260,878	216,798
Recognized in revenue during the year	(228,530)	(123,960)
Balance, end of year	\$ 190,446	\$ 158,098
Recreational land (the Planning Act)	\$ 29,285	\$ 14,072
Ontario Community Infrastructure Fund	99,621	31,523
Community-Building	61,540	112,503
Balance, end of year	\$ 190,446	\$ 158,098

10. EMPLOYEE BENEFITS PAYABLE

Under the sick leave benefits plan, employees covered by the Town's collective agreement with the Canadian Union of Public Employees are entitled to accumulate unused sick leave to a maximum of 45 days and are entitled to a cash payment of two-thirds of their accumulated time, to a maximum of 20 days, when they leave the Town's employment. Sick leave benefits for management employees are negotiated on an individual basis. The sick leave benefit liability estimates the use of accumulated sick leave prior to retirement as well as lump-sum payments upon retirement, and assumes that both the appropriate discount rate and future salary and wage levels will increase by 2% per annum. The liability for these accumulated days amounted to \$24,348 (2022 - \$29,339) at the end of the year.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

11. LONG-TERM DEBT

(a) The balance of long-term debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2023	2022
Ontario Infrastructure Projects Corporation serial debenture, due June 2030, repayable in semi-annual payments of \$6,597, including interest calculated at 4.88%	\$ 72,739	\$ 82,042
Royal Bank of Canada term loan, due July 2024, repayable in monthly payments of \$1,246, including interest calculated at 3.34%	8,629	23,035
	\$ 81,368	\$ 105,077

(b) Future estimated principal and interest payments on long-term debt are as follows:

	Principal	Interest
2024	\$ 18,391	\$ 3,528
2025	10,244	2,950
2026	10,750	2,444
2027	11,281	1,913
2028	11,838	1,356
2029 onwards	18,864	927
	\$ 81,368	\$ 13,118

(c) Total charges for the year for long-term debt which are reported in the financial statements are as follows:

	2023	2022
Principal payments	\$ 23,709	\$ 22,799
Interest	4,442	5,353
	\$ 28,151	\$ 28,152

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

12. FINANCIAL INSTRUMENTS

Risks arising from financial instruments and risk management

The Town is exposed to various risks through its financial instruments.

Credit risk

Credit risk is the risk of financial loss to the Town if a debtor fails to honour its contractual obligations. The Town is exposed to this risk as a result of its cash, investments and accounts receivable. The carrying amounts of these financial assets on the Consolidated Statement of Financial Position represent the maximum credit risk of the Town as at the reporting date.

The Town holds its cash and investments with a federally regulated chartered bank and a provincially regulated credit union who are insured, respectively, by the Canadian Deposit Insurance Corporation ("CDIC") and the Financial Services Regulatory Authority of Ontario ("FSRA"). The CDIC insurance is up to \$100,000 per deposit account and the FSRA insurance is up to \$250,000 in aggregate.

Accounts receivable are primarily due from other levels of government and municipal ratepayers. Credit risk is mitigated by the financial solvency of the governments, the highly diversified nature of the ratepayer population and the potential for the Town to transfer unpaid ratepayer receivables to taxes receivable. The amounts outstanding at year-end were as follows:

2023				
	Current	Past Due	Indeterminate Due Date	TOTAL
Federal	\$ 165,682	\$ 80,000	\$ -	\$ 245,682
Provincial	186,310	20,000	-	206,310
Other municipalities	1,000	-	-	1,000
Ratepayers - planning-related	-	-	46,830	46,830
Other	8,748	-	30,150	38,898
Valuation allowance	-	-	(30,150)	(30,150)
Net receivables	\$ 361,740	\$ 100,000	\$ 46,830	\$ 508,570
2022				
	Current	Past Due	Indeterminate Due Date	TOTAL
Federal	\$ 127,548	\$ -	\$ -	\$ 127,548
Provincial	283,345	-	-	283,345
Other municipalities	17,420	-	-	17,420
Ratepayers - planning-related	-	-	18,250	18,250
Other	15,970	-	30,150	46,120
Valuation allowance	-	-	(30,150)	(30,150)
Net receivables	\$ 444,283	\$ -	\$ 18,250	\$ 462,533

There have been no significant changes from the previous year in exposure to credit risk or policies, procedures and methods used to measure the risk.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

12. FINANCIAL INSTRUMENTS (Continued)

Liquidity risk

Liquidity risk is the risk that the Town will not be able to meet its financial obligations as they become due. The Town is exposed to this risk with respect to its accounts payable and accrued liabilities and long-term debt. The Town maintains sufficient cash balances to meet its obligations, and does not believe it is subject to significant liquidity risk.

The table below sets out the payable dates of the Town's accounts payable and accrued liabilities. This includes planning-related accounts which have an indeterminate payable date as they are settled when the related planning application has been finalized. The long-term debt repayment schedule is disclosed in Note 11.

2023					
	Within 6 months	6 months to 1 year	1 to 5 years	Indeterminate payable date	TOTAL
Accounts payable and accrued liabilities	\$ 738,913	\$ 63,339	\$ -	\$ 114,830	\$ 917,082

2022					
	Within 6 months	6 months to 1 year	1 to 5 years	Indeterminate payable date	TOTAL
Accounts payable and accrued liabilities	\$ 609,401	\$ 127,077	\$ -	\$ 227,103	\$ 963,581

There have been no significant changes from the previous year in exposure to liquidity risk or policies, procedures and methods used to measure the risk.

Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate as a result of market factors. Market factors include three types of risk: currency risk, interest rate risk and equity risk. The Town is not exposed to significant currency or equity risk as it does not transact materially in foreign currency or hold equity financial instruments. It is primarily exposed to interest rate risk.

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Town is exposed to interest rate risk on its interest-bearing investments and long-term debt. Fixed-rate instruments subject the Municipality to a fair value risk.

There have been no significant changes from the prior year in exposure to market risk or the policies, procedures and methods used to measure the risk.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

13. ASSET RETIREMENT OBLIGATIONS

The Town has recorded asset retirement obligations with respect to its landfill closure and post-closure care requirements, which have been defined in accordance with industry standards and include final cover and landscaping of the landfill site, management of groundwater and leachates, and ongoing environmental monitoring and site inspection.

In the past, the Town reported its obligations related to landfill closure and post-closure care requirements in accordance with PS 3270 *Solid Waste Landfill Closure and Post-Closure Liability*. Under this standard, estimated expenditures related to the closure and subsequent maintenance of a landfill site were recognized in the financial statements over the operating life of the site.

New standard PS 3280 *Asset Retirement Obligations (ARO)* requires the recognition of the liability in full when the legal obligation arose. The liability is initially recorded at the estimated present value of future cash flows for closure and post-closure costs, and subsequently adjusted as the result of revisions to the estimated cost of the obligation (arising from a change in cost, timing, inflation, discount rate, or change in the legal obligation), for accretion of the discounted liability and for activities that occurred to settle all or part of the obligation. When initially recording this obligation, the estimated present value of future cash flows for closure and post-closure costs for active sites are capitalized to the carrying amount of the associated assets, and amortized over the operating life of the site, in proportion to its utilized capacity. Subsequent revisions to the estimated cost are also capitalized and amortized as part of the asset. When a site becomes inactive, the related assets are derecognized. For both active and inactive sites, accretion of the discounted liability due to the passage of time is recorded as an in-year expense.

The Town is currently responsible for two waste disposal sites as follows:

The Town of Kearney landfill site stopped accepting waste in 2001 and is now in the monitoring stage. The liability for this site represents the total discounted future cash flows for post-closure care using an estimated long-term borrowing rate of 4.14% (2022 - 4.38%) and inflation rate of 2.6% (2022 - 2.4%). Post-closure care is estimated to be required until 2026 (2022 - 2026).

The Township of Perry and the Town of Kearney jointly operate a landfill site through the Kearney-Perry Joint Waste Management Committee. The liability for this site represents the total discounted future cash flows for closure and post-closure care using an estimated long-term borrowing rate of 4.37% (2022 - 4.71%) and inflation rate of 2.6% (2022 - 2.4%). The estimated remaining capacity of the site is approximately 95,000 (2022 - 94,143) cubic metres, estimated to be filled in 53 years (2022 - 51 years). Post-closure care is estimated to be required for a period of 25 years. The Committee has closure reserves of \$309,382 (2022 \$309,919) to fund this liability.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

13. ASSET RETIREMENT OBLIGATIONS (Continued)

In 2023, the Town adopted the new standard on a modified retroactive basis, and has restated the amounts previously recorded for the landfill closure and post-closure care liability and associated assets. The continuity of the asset retirement obligation for these sites is shown below:

2023			
	Kearney Share of Joint Waste Site (2023-44.3%; 2022-44.2%)	Kearney Site	Total
Balance, beginning of year - as previously reported	\$ 64,602	\$ 45,029	\$ 109,631
Adjustment due to change in accounting policy	200,332	-	200,332
Increase in liability reflecting changes in the estimated cash flows, inflation and discount rate	78,207	4,784	82,991
Increase in liability due to accretion (the passage of time)	11,377	1,971	13,348
Increase in liability due to change in Town's proportionate share	599	-	599
Decrease in liability due to settlement	-	(11,878)	(11,878)
Balance, end of year	\$ 355,117	\$ 39,906	\$ 395,023

2022			
	Kearney Share of Joint Waste Site (2022-44.2%; 2021-44.1%)	Kearney Site	Total
Balance, beginning of year - as previously reported	\$ 71,442	\$ 58,743	\$ 130,185
Adjustment due to change in accounting policy	188,415	-	188,415
Increase (decrease) in liability reflecting changes in the estimated cash flows, inflation and discount rate	(7,002)	(3,536)	(10,538)
Increase in liability due to accretion (the passage of time)	11,917	1,890	13,807
Increase in liability due to change in Town's proportionate share	162	-	162
Decrease in liability due to settlement	-	(12,068)	(12,068)
Balance, end of year	\$ 264,934	\$ 45,029	\$ 309,963

14. CONTRACTUAL OBLIGATIONS

The Town has contracted Bradanick Construction Services Inc. to perform renovations on the community centre at a cost of \$2,221,270 plus HST. To the end of the year, \$1,956,190 of work on this project had been completed. The balance of the work is expected to be completed in 2024.

In 2023, the Town awarded a two-year contract to A Miron Topsoil Ltd for the supply and trucking of winter sand/salt in the amount of \$49,500 plus HST for 2023 and \$71,000 for 2024.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Year Ended December 31, 2023

15. CONTINGENCIES

The Town is involved from time to time in litigation, which arises in the normal course of business. With respect to outstanding claims, the Town believes that insurance coverage is adequate and that no material exposure exists on the eventual settlement of such litigation. Therefore, no provision has been made in the accompanying financial statements.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

16. TANGIBLE CAPITAL ASSETS

The tangible capital assets of the Town by major asset class are outlined below.

2023							
	Land and Land Improvements	Buildings	Machinery and Equipment	Vehicles	Roads, Bridges and Other Structures	Assets Under Construction	TOTAL
COST							
Balance, beginning of year	\$ 1,534,328	\$ 1,242,540	\$ 1,037,116	\$ 2,427,040	\$ 21,112,092	\$ 812,356	\$ 28,165,472
Additions and betterments	340,064	1,004,712	324,537	880,561	238,753	181,797	2,970,424
Contributed assets	391	34	86	-	-	-	511
Disposals and writedowns	(43,319)	(466,245)	(98,984)	(286,122)	(117,894)	-	(1,012,564)
Transfer between classes	-	756,502	-	-	-	(756,502)	-
BALANCE, END OF YEAR	1,831,464	2,537,543	1,262,755	3,021,479	21,232,951	237,651	30,123,843
ACCUMULATED AMORTIZATION							
Balance, beginning of year	380,848	734,752	599,440	1,165,497	12,706,358	-	15,586,895
Annual amortization	27,440	52,563	72,017	181,297	432,562	-	765,879
Accumulated amortization - contributed assets	231	11	68	-	-	-	310
Amortization disposals	(40,776)	(287,876)	(93,351)	(237,085)	(117,895)	-	(776,983)
BALANCE, END OF YEAR	367,743	499,450	578,174	1,109,709	13,021,025	-	15,576,101
TANGIBLE CAPITAL ASSETS-NET	\$ 1,463,721	\$ 2,038,093	\$ 684,581	\$ 1,911,770	\$ 8,211,926	\$ 237,651	\$ 14,547,742

2022 **Restated - see Note 2**

	Land and Land Improvements	Buildings	Machinery and Equipment	Vehicles	Roads, Bridges and Other Structures	Assets Under Construction	TOTAL
COST							
Balance, beginning of year	\$ 1,451,438	\$ 1,242,844	\$ 956,908	\$ 2,346,066	\$ 21,092,105	\$ 80,872	\$ 27,170,233
Additions and betterments	82,499	1,834	155,901	248,889	131,290	731,484	1,351,897
Contributed assets	391	34	86	-	-	-	511
Disposals and writedowns	-	(2,172)	(75,779)	(167,915)	(111,303)	-	(357,169)
BALANCE, END OF YEAR	1,534,328	1,242,540	1,037,116	2,427,040	21,112,092	812,356	28,165,472
ACCUMULATED AMORTIZATION							
Balance, beginning of year	353,108	715,994	600,811	1,103,762	12,330,999	-	15,104,674
Annual amortization	27,517	20,049	69,148	172,869	454,462	-	744,045
Accumulated amortization - contributed assets	223	10	66	-	-	-	299
Amortization disposals	-	(1,301)	(70,585)	(111,134)	(79,103)	-	(262,123)
BALANCE, END OF YEAR	380,848	734,752	599,440	1,165,497	12,706,358	-	15,586,895
TANGIBLE CAPITAL ASSETS-NET	\$ 1,153,480	\$ 507,788	\$ 437,676	\$ 1,261,543	\$ 8,405,734	\$ 812,356	\$ 12,578,577

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

17. ACCUMULATED SURPLUS

The 2023 continuity of accumulated surplus reported on the Consolidated Statement of Financial Position is as follows:

	Balance Beginning of Year (Restated - Note 2)	Annual Surplus (Deficit)	Balance End of Year
RESERVES AND RESERVE FUNDS			
Working funds	\$ 315,377	\$ (6,815)	\$ 308,562
Election	-	4,075	4,075
Sick leave	31,212	-	31,212
Municipal capital	445,784	-	445,784
Modernization funding	337,316	(337,316)	-
Municipal buildings	450,000	(365,662)	84,338
Bridges and culverts	682,405	240,000	922,405
Roads equipment	130,857	167,819	298,676
Fire equipment	324,563	(321,074)	3,489
CUPE negotiations	12,566	(2,591)	9,975
UFCW negotiations	13,389	(7,506)	5,883
Muskoka Algonquin Hospital	-	108,750	108,750
Recreation and culture	211,742	(7,894)	203,848
Dog sled races	24,763	(7,042)	17,721
Regatta	17,678	2,296	19,974
Kearney Community Centre	10,664	3,877	14,541
Library Board	5,841	5,047	10,888
Joint Waste Management Committee (2023: 44.3%; 2022: 44.2%)	195,824	2,090	197,914
Ralph Bice reserve fund	9,924	604	10,528
	3,219,905	(521,342)	2,698,563
OTHER			
Consolidated tangible capital assets	12,578,577	1,969,165	14,547,742
General operating surplus -			
Town	642,811	(166,940)	475,871
Library Board	4,098	3,712	7,810
Joint Waste Management Committee (2023: 44.3%; 2022: 44.2%)	3,832	(3,832)	-
Unfunded amounts -			
Long-term debt	(105,077)	23,709	(81,368)
Employee benefits	(29,339)	4,991	(24,348)
Asset retirement obligations	(309,963)	(85,060)	(395,023)
	\$ 16,004,844	\$ 1,224,403	\$ 17,229,247

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

18. SEGMENT DISCLOSURES AND EXPENSES BY OBJECT

The Town and its Boards and Committees provide a wide range of services to its citizens. The schedule of segment disclosure provides a breakdown of the annual surplus (deficit) reported on the Consolidated Statement of Operations by major reporting segment. The segments correspond to the major functional categories used in the Town's Financial Information Return, which include the following activities:

General Government

This segment includes Council, Clerk's Department, and Treasury. This area supports the operating departments in implementing priorities of Council and provides strategic leadership on issues relating to governance, strategic planning and service delivery.

Protection to Persons and Property

This segment includes fire, police, building inspection, emergency measures and bylaw enforcement. Police services are provided by the Ontario Provincial Police under contract. The fire department provides vital emergency services to the community including fire prevention, public education and emergency planning.

Transportation Services

Transportation services include work relating to the planning, development and maintenance of roadway systems (including winter control activities) and street lighting.

Environmental Services

This segment includes solid waste collection, disposal and recycling services. The Town contracts its recycling services.

Health Services

This segment includes contracted ambulance services as well as payments to the district health unit.

Social and Family Services

This segment consists primarily of payments made to the district social services administration board and home for the aged for the provision of social services such as childcare, social housing, general assistance and assistance to the elderly.

Recreation and Culture

This segment includes parks, recreation programs and recreation facilities.

Library

This segment includes the consolidated library transactions of the Town and its Library Board.

Planning and Development

This segment includes activities related to planning, zoning and economic development.

Unallocated Amounts

Items are recorded as unallocated amounts when there is no reasonable basis for allocating them to a segment. Major items included in this category are property taxation and related penalty and interest charges and unconditional grants such as the Town's annual Ontario Municipal Partnership Fund grant.

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

18. SEGMENT DISCLOSURES AND EXPENSES BY OBJECT *(Continued)*

FOR THE YEAR ENDED DECEMBER 31, 2023

	General Government	Protection to Persons and Property	Transportation Services	Environmental Services	Health Services	Social and Family Services	Recreation and Cultural Services	Library Services	Planning and Development	Unallocated Amounts	Consolidated
REVENUE											
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,768,809	\$ 3,768,809
User charges	4,740	216,550	11,542	32,078	-	-	49,477	144	9,600	-	324,131
Government transfers -											
Canada	-	-	117,207	-	-	-	75,094	-	-	-	192,301
Ontario	30,962	6,627	111,323	96,350	-	12,825	627,582	6,018	-	735,400	1,627,087
Other municipalities	-	5,128	-	-	-	-	-	-	-	-	5,128
Loss on disposal of capital assets	-	(49,730)	-	(2,542)	-	(6,989)	(176,083)	(137)	-	-	(235,481)
Other	125	11,205	4,349	14,604	-	111	16,986	20,295	-	297,994	365,669
TOTAL REVENUE	35,827	189,780	244,421	140,490	-	5,947	593,056	26,320	9,600	4,802,203	6,047,644
EXPENSES											
Salaries, wages and benefits	657,995	536,375	404,022	85,254	-	-	101,397	26,106	-	-	1,811,149
Long-term debt charges (interest)	-	3,892	550	-	-	-	-	-	-	-	4,442
Materials	137,937	171,613	371,604	28,139	-	28	133,614	6,801	255	-	849,991
Contracted services	231,359	361,473	23,047	216,483	128,342	1,728	40,723	1,522	9,779	-	1,014,456
Rents and financial expenses	5,583	3,542	6,624	-	-	-	11,014	118	-	-	26,881
External transfers	3,435	-	-	-	30,151	303,509	-	-	-	-	337,095
Amortization	11,283	79,073	568,934	10,130	-	11,442	72,736	12,281	-	-	765,879
Accretion of ARO liability	-	-	-	13,348	-	-	-	-	-	-	13,348
TOTAL EXPENSES	1,047,592	1,155,968	1,374,781	353,354	158,493	316,707	359,484	46,828	10,034	-	4,823,241
ANNUAL SURPLUS (DEFICIT)	\$ (1,011,765)	\$ (966,188)	\$ (1,130,360)	\$ (212,864)	\$ (158,493)	\$ (310,760)	\$ 233,572	\$ (20,508)	\$ (434)	\$ 4,802,203	\$ 1,224,403

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

18. SEGMENT DISCLOSURES AND EXPENSES BY OBJECT *(Continued)*

FOR THE YEAR ENDED DECEMBER 31, 2022
(Restated - see Note 2)

	General Government	Protection to Persons and Property	Transportation Services	Environmental Services	Health Services	Social and Family Services	Recreation and Cultural Services	Library Services	Planning and Development	Unallocated Amounts	Consolidated
REVENUE											
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,431,982	\$ 3,431,982
User charges	4,862	265,883	10,899	26,497	-	-	2,297	129	13,525	-	324,092
Government transfers -											
Canada	-	-	-	-	-	-	4,906	-	-	-	4,906
Ontario	-	7,085	123,960	79,075	-	17,966	262,971	5,869	-	701,900	1,198,826
Other municipalities	-	3,477	-	-	-	-	-	-	-	-	3,477
Gain (loss) on disposal of capital assets	-	(6,065)	20,231	-	-	-	-	-	-	-	14,166
Other	3,293	27,421	12,497	8,832	-	1,065	33,143	2,901	200	159,180	248,532
TOTAL REVENUE	8,155	297,801	167,587	114,404	-	19,031	303,317	8,899	13,725	4,293,062	5,225,981
EXPENSES											
Salaries, wages and benefits	380,540	410,426	504,186	76,736	-	-	120,865	24,437	-	-	1,517,190
Long-term debt charges (interest)	-	4,329	1,024	-	-	-	-	-	-	-	5,353
Materials	106,628	149,174	369,663	22,718	-	6,442	67,170	7,080	224	-	729,099
Contracted services	232,495	366,031	24,616	188,702	122,326	3,963	23,561	898	51,290	-	1,013,882
Rents and financial expenses	2,589	2,848	6,545	-	-	8,750	625	158	-	-	21,515
External transfers	1,200	-	-	-	32,800	293,736	-	-	-	-	327,736
Amortization	13,044	72,335	591,394	14,322	-	4,728	36,637	11,585	-	-	744,045
Accretion of ARO liability	-	-	-	13,807	-	-	-	-	-	-	13,807
TOTAL EXPENSES	736,496	1,005,143	1,497,428	316,285	155,126	317,619	248,858	44,158	51,514	-	4,372,627
ANNUAL SURPLUS (DEFICIT)	\$ (728,341)	\$ (707,342)	\$ (1,329,841)	\$ (201,881)	\$ (155,126)	\$ (298,588)	\$ 54,459	\$ (35,259)	\$ (37,789)	\$ 4,293,062	\$ 853,354

THE CORPORATION OF THE TOWN OF KEARNEY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS Year Ended December 31, 2023

19. BUDGET FIGURES

The budget adopted for the current year was prepared on a modified accrual basis, and has been restated to conform with the accounting and reporting standards applicable to the actual results. For unbudgeted items (amortization of tangible capital assets and asset retirement obligation accretion), the actual amounts for 2023 were used to adjust the reported budget amounts. A reconciliation of the adopted and reported budgets is presented below.

	Budget
ADOPTED BUDGET:	
Decrease in general municipal operating surplus	\$ (642,811)
Decrease in Library Board operating surplus	(4,098)
Decrease in Joint Waste Management Committee operating surplus	(3,837)
Decrease in consolidated reserves and reserve funds	(858,004)
ADJUSTMENTS:	
Acquisition of tangible capital assets	3,539,457
Amortization of tangible capital assets	(765,879)
Accretion of asset retirement obligations	(13,337)
Settlement of asset retirement obligations	48,727
Decrease in long-term debt	23,709
ANNUAL SURPLUS	\$ 1,323,927

20. PENSION AGREEMENTS

The Town makes contributions to the Ontario Municipal Employee Retirement Fund (OMERS), which is a multi-employer plan, on behalf of certain members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2023. The results of this valuation disclosed total actuarial liabilities of \$136,185 million with respect to benefits accrued for service with actuarial assets at that date of \$131,983 million indicating an actuarial deficit of \$4,202 million. Because OMERS is a multi-employer plan, any Plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the Town does not recognize any share of the Plan surplus or deficit.

The amount contributed to OMERS for 2023 was \$80,682 (2022 - \$74,527) for current and prior-year service and is included as an expense on the Consolidated Statement of Operations.

21. RELATED PARTY TRANSACTIONS

During the normal course of operations, the Town purchased materials in the amount of \$23,175 (2022 - \$25,805) from a company owned by a Councillor. All related party transactions are recorded at their exchange amount, which is the amount of consideration established and agreed to by the related parties.

22. COMPARATIVE FIGURES

Certain prior year figures presented for comparative purposes have been reclassified to conform with the basis of presentation adopted for the current year.

The Corporation of the Town of Kearney

For the year ended December 31, 2023

Report to Council
Audit strategy and results

September 5, 2024

Judy Kleinhuis, CPA, CA
Principal
T 705 475 6517
E Judy.Kleinhuis@ca.gt.com

Contents

Executive summary	1
Audit risks and results	3
Adjustments and uncorrected misstatements	7
Other reportable matters	8
Technical updates – highlights	9

Appendices

Appendix A – Overview and approach
Appendix B – Audit plan and risk assessment
Appendix C – Draft independent auditor’s report
Appendix D – Draft management representation letter
Appendix E – Auditing developments
Appendix F – Accounting developments

Executive summary

Purpose of report and scope

The purpose of this report is to engage in an open dialogue with you regarding our audit of the consolidated financial statements of The Corporation of the Town of Kearney (the "Municipality") for the year ended December 31, 2023. This communication will assist Council in understanding our overall audit strategy and results of audit procedures and includes comments on misstatements, significant accounting policies, sensitive estimates and other matters.

The information in this document is intended solely for the information and use of Council and management. It is not intended to be distributed or used by anyone other than these specified parties.

We have obtained our engagement letter dated February 21, 2024, which outlines our responsibilities and the responsibilities of management.

We were engaged to provide the following deliverables:

Deliverable

Report on the December 31, 2023 consolidated financial statements

Communication of audit strategy and results

Status of our audit

We have substantially completed our audit of the consolidated financial statements of the Municipality and the results of that audit are included in this report.

We will finalize our report upon resolution of the following items that were outstanding as at September 5, 2024:

- Receipt of signed management representation letter (a draft has been attached in **Appendix D**)
- Approval of the consolidated financial statements by Council
- Procedures regarding subsequent events

Our responsibility is to form an opinion on the consolidated financial statements. We are also required to communicate matters that impact our standard auditor's report, including key audit matters or modifications to the reports. Our auditor's report did not contain any modifications.

A copy of our draft auditor's opinion is included in **Appendix C**.

Approach

Our audit approach requires that we establish an overall strategy that focuses on risk areas. We identify and assess risks of material misstatement of the consolidated financial statements, whether due to fraud or error. The greater the risk of material misstatement associated with an area of the consolidated financial statements, including disclosures, the greater the audit emphasis placed on it in terms of audit verification and analysis. Where the nature of a risk of material misstatement is such that it requires special audit consideration, it is classified as a significant risk.

Our approach is discussed further in **Appendices A and B**.

Audit risks and results

We have executed our audit in accordance with our approach summarized in Appendices A and B. We highlight our significant findings in respect of significant transactions, risks, accounting practices and other areas of focus.

Significant risks

Area of focus	Why there is a risk	Our response and findings
<p>Fraud risk from revenue recognition</p>	<p>There is a presumed risk of fraud in revenue.</p> <p>The risk primarily relates to revenue recognized under revenue from grants.</p> <p>There is a risk that surplus grant revenue received will not be repaid by recognizing fictitious or ineligible expenditures.</p> <p>There is also a risk that revenue from conditional grants will be recognized prior to stipulations under the grant agreement being met.</p>	<p>Traced a sample of transactions to verify that the grant expenditure was eligible and recognized in the correct period.</p> <p>Reviewed grant agreements to ensure grant stipulations were being met.</p> <p>No exceptions noted.</p>
<p>Fraud risk from management override</p>	<p>This is a presumed fraud risk.</p> <p>The risk primarily relates to the fact that management can use journal entries to override internal controls.</p>	<p>Procedures performed to test journal entries and accounting estimates.</p> <p>No exceptions noted.</p>
<p>Fraud risk from lack of segregation of duties</p>	<p>A lack of segregation of duties increases the risk of errors and fraud going undetected.</p> <p>The risk primarily relates to unauthorized changes to pay rates by those who have access to the payroll Masterfile.</p>	<p>For employees who have access to the payroll Masterfile, agreed their pay rate from the payroll Masterfile to the approved pay rates (per Council Resolution and/or HR Policies).</p> <p>No exceptions noted.</p>

Accounting practices

Area of focus	Matter	Our response and findings
<p>Adoption of PS 3280 Asset Retirement Obligations</p>	<p>Section PS 3280 <i>Asset Retirement Obligations</i> outlines standards on how to account for and report a liability for asset retirement obligations. An asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset. The new standard replaces PS 3270 Solid Waste Landfill Closure and Post-Closure Liability under which the asset retirement obligation related to landfill sites had previously been recorded. The Municipality adopted PS 3280 on January 1 2023 on a modified retroactive basis with prior period restatement.</p>	<ul style="list-style-type: none"> • The previous landfill closure and post-closure liability of \$109,631 recorded under PS 3270 on December 31, 2022 was removed and a new accrual of \$309,963 was recorded on January 1, 2023 under PS 3280. • Based on discussions with management and a review of tangible capital assets, a potential asset retirement obligation relating to asbestos in buildings was identified and an estimated asset retirement obligation of \$35,415 was identified. This amount has not been recorded in the consolidated financial statements and has been recorded as an unadjusted misstatement.

Area of focus	Matter	Our response and findings
<p>Adoption of PS 1201 Financial Statement Presentation, PS 2601 Foreign Currency Translation, PS 3041 Portfolio Investments and PS 3450 Financial Instruments.</p>	<p>On January 1, 2023 the Municipality adopted the following standards concurrently on a prospective basis: PS 1201 Financial Statement Presentation, PS 2601 Foreign Currency Translation, PS 3041 Portfolio Investments and PS 3450 Financial Instruments.</p> <p>PS 1201 Financial Statement Presentation replaces PS 1200 Financial Statement Presentation. This standard establishes general reporting principles and standards for the disclosure of information in government financial statements. The standard introduces the Statement of Remeasurement Gains and Losses separate from the Statement of Operations. Requirements in PS 2601 Foreign Currency Translation, PS 3041 Portfolio Investments and PS 3450 Financial Instruments, which are required to be adopted at the same time, can give rise to the presentation of gains and losses as remeasurement gains and losses.</p> <p>PS 2601 Foreign Currency Translation replaces PS 2600 Foreign Currency Translation. This standard requires monetary assets and liabilities denominated in a foreign currency and non-monetary items denominated in a foreign currency that are reported as fair value, to be adjusted to reflect the exchange rates in effect at the financial statement date. Unrealized gains and losses arising from foreign currency changes are presented in the new Statement of Remeasurement Gains and Losses.</p> <p>PS 3041 Portfolio Investments replaces PS 3040 Portfolio Investments. This standard provides revised guidance on accounting for, and presentation and disclosure of, portfolio investments to conform to PS 3450 Financial Instruments. The distinction between temporary and portfolio investments has been removed in the new standard, and upon adoption, PS 3030 Temporary Investments no longer applies.</p> <p>PS 3450 Financial Instruments establishes accounting and reporting requirements for all types of financial instruments including derivatives. This standard requires fair value measurement of derivatives and portfolio investments in equity instruments that are quoted in an active market. All other financial instruments will generally be measured at cost or amortized cost. Unrealized gains and losses arising from changes in fair value are presented in the Statement of Remeasurement Gains and Losses.</p>	<ul style="list-style-type: none"> • The adoption of these standards had no impact on the opening balances on January 1, 2023. • However, additional note disclosures have been provided under PS3450 (see Note 12 to the consolidated financial statements).

Area of focus	Matter	Our response and findings
<p>Accounting estimates</p>	<p>Significant accounting estimates include estimated useful lives of tangible capital assets and asset retirement obligations.</p>	<ul style="list-style-type: none"> • Tangible capital assets are amortized on a straight-line basis over their estimated useful lives. Estimated useful lives of tangible capital assets are determined by Council from historical information and results were approved through resolution #C-157-09. Amortization expense in 2023 appears reasonable based on estimated useful lives per resolution #C-157-09. • An asset retirement obligation relating to landfill closure and post-closure care requirements has been identified in accordance with industry standards. Estimated expenditures related to the closure and subsequent maintenance of this site is recognized in the financial statements at the date the legal obligation arose. This estimate includes management's assumptions on inflation rate and discount rate. Based on our audit procedures, we have concluded that management's estimated ARO relating to landfill closure and post-closure care requirement appears reasonable.

Adjustments and uncorrected misstatements

Adjustments

We have no adjusted misstatements to report.

Uncorrected misstatements

Description	Increase (Decrease)	Balance sheet			Income effect	
		Assets	Liabilities	Accumulated Surplus	Annual Surplus	
To record asset retirement obligation (asbestos in buildings)	\$ 4,541	\$ 35,415	\$ (29,360)	\$ (1,514)		
Total uncorrected misstatements	\$ 4,541	\$ 35,415	\$ (29,360)	\$ (1,514)		

Summary of disclosure matters

Our audit did not identify any unadjusted non-trivial misstatements of disclosure matters.

Other reportable matters

Internal control

The audit is designed to express an opinion on the consolidated financial statements. We obtain an understanding of internal control over financial reporting to the extent necessary to plan the audit and to determine the nature, timing and extent of our work. Accordingly, we do not express an opinion on the effectiveness of internal control.

If we become aware of a deficiency in your internal control over financial reporting, the auditing standards require us to communicate to Council those deficiencies we consider significant. However, a financial statement audit is not designed to provide assurance on internal control.

Based on the results of our audit, we did not identify any reportable observations.

Independence

We have a rigorous process where we continually monitor and maintain our independence. The process of maintaining our independence includes, but is not limited to:

- Identification of threats to our independence and putting into place safeguards to mitigate those threats. For example, we evaluate the independence threat of any non-audit services provided to the Municipality
- Confirming the independence of our engagement team members

We have identified no information regarding our independence that in our judgment should be brought to your attention.

Fees

The following is a schedule of our current year fees and prior year fees.

Service	Current year fees	Prior year fees
Town (consolidated)*	\$ 18,700**	\$ 17,000

*before 7% administration fees, travel per diems and applicable taxes and fees

** before additional fees relating to adoption of PS3280 and PS3450

Technical updates – highlights

Accounting

Accounting standards issued by the Accounting Standards Board that may affect the Municipality in future years include:

- Section PS 3160 Public Private Partnerships
- Section PS 3420 Inter-Entity Transactions
- Section PS 1000 Financial statement concepts, Section 1201 Financial Statement Presentation, and PSG-8 Purchased intangibles
- Section PS 1202 Financial Statement Presentation
- Section PS 3400 Revenues
- Conceptual Framework for Financial Reporting in the Public Sector

Further details of the changes to accounting standards, including management's preliminary comments on their applicability to the Municipality, are included in **Appendix F**. If you have any questions about these changes, we invite you to raise them during our next meeting. We will be pleased to address your concerns.

Assurance

Assurance standards issued by the AASB that may change the nature, timing and extent of our audit procedures on the Municipality and our communication with Council include:

- Issuance of CSQM 1 Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements, CSQM 2 Engagement Quality Reviews and revised CAS 220 Quality Management for an Audit of Financial Statements
- Revisions to CAS 600 Special Considerations – Audits of Group Financial Statements (Including the Work of Component Auditors)
- Potential revisions to CAS 500 Audit Evidence
- Potential revisions to CAS 570 Going Concern
- Proposed Canadian Standard on Sustainability Assurance (CSSA) 5000, General Requirements for Sustainability Assurance Engagements

Further details of the changes to assurance standards, including management's preliminary comments on their applicability to the Municipality, are included in **Appendix E**. If you have any questions about these changes, we invite you to raise them during our next meeting. We will be pleased to address your concerns.

Appendix A – Overview and approach

Our audit is planned with the objective of obtaining reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, so that we are able to express an opinion on whether the consolidated financial statements are prepared, in all material respects, in accordance with Canadian public sector accounting standards. The following outlines key concepts that are applicable to the audit, including the responsibilities of parties involved, our general audit approach and other considerations.

Roles and responsibilities

Role of Council

- Help set the tone for the organization by emphasizing honesty, ethical behaviour and fraud prevention
- Oversee management, including ensuring that management establishes and maintains internal controls to provide reasonable assurance regarding reliability of financial reporting
- Recommend the nomination and compensation of external auditors
- Directly oversee the work of the external auditors including reviewing and discussing the audit plan

Role of management

- Prepare consolidated financial statements in accordance with Canadian public sector accounting standards
- Design, implement and maintain effective internal controls over financial reporting processes, including controls to prevent and detect fraud
- Exercise sound judgment in selecting and applying accounting policies
- Prevent, detect and correct errors, including those caused by fraud
- Provide representations to external auditors
- Assess quantitative and qualitative impact of misstatements discovered during the audit on fair presentation of the financial statements

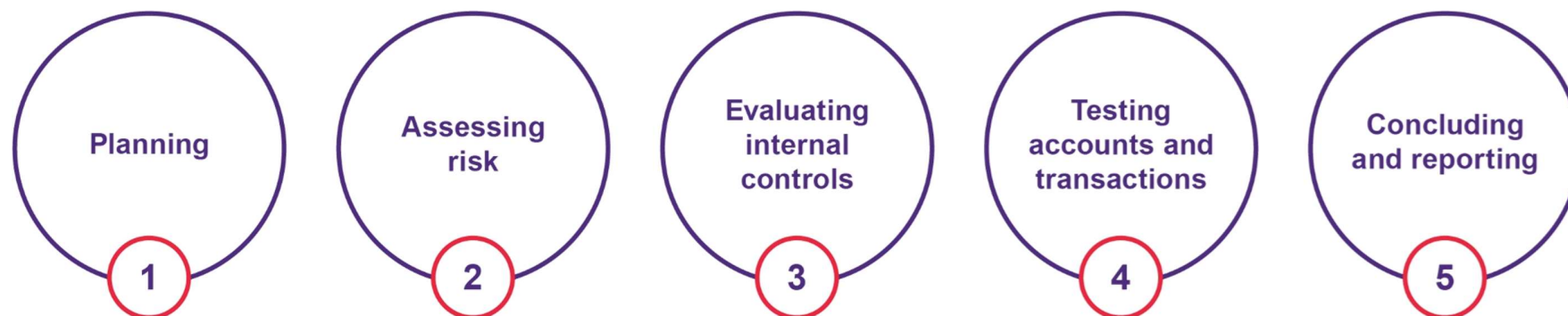
Role of Grant Thornton LLP

- Provide an audit opinion that the financial statements are in accordance with Canadian public sector accounting standards
 - Conduct our audit in accordance with Canadian Generally Accepted Auditing Standards (GAAS)
 - Maintain independence and objectivity
 - Be a resource to management and to those charged with governance
 - Communicate matters of interest to those charged with governance
 - Establish an effective two-way communication with those charged with governance, to report matters of interest to them and obtain their comments on audit risk matters
-

Audit approach

Our understanding of the Municipality and its operations drives our audit approach, which is risk based and specifically tailored to The Corporation of the Town of Kearney.

The five key phases of our audit approach



Phase	Our approach
1. Planning	<ul style="list-style-type: none"> We obtain our understanding of your operations, internal controls and information systems We plan the audit timetable together
2. Assessing risk	<ul style="list-style-type: none"> We use our knowledge gained from the planning phase to assess financial reporting risks We customize our audit approach to focus our efforts on key areas
3. Evaluating internal controls	<ul style="list-style-type: none"> We evaluate the design of controls you have implemented over financial reporting risks We identify areas where our audit could be more effective or efficient by taking an approach that includes testing the controls We provide you with information about the areas where you could potentially improve your controls
4. Testing accounts and transactions	<ul style="list-style-type: none"> We perform tests of balances and transactions We use technology and tools, including data interrogation tools, to perform this process in a way that enhances effectiveness and efficiency
5. Concluding and reporting	<ul style="list-style-type: none"> We conclude on the sufficiency and appropriateness of our testing We finalize our report and provide you with our observations and recommendations

Our tailored audit approach results in procedures designed to respond to an identified risk. The greater the risk of material misstatement associated with the account, class of transactions or balance, the greater the audit emphasis placed on it in terms of audit verification and analysis.

Throughout the execution of our audit approach, we maintained our professional skepticism, recognizing the possibility that a material misstatement due to fraud could exist notwithstanding our past experiences with the entity and our beliefs about management's honesty and integrity.

Materiality

The purpose of our audit is to provide an opinion as to whether the consolidated financial statements are prepared, in all material respects, in accordance with Canadian public sector accounting standards as at December 31, 2023. Therefore, materiality is a critical auditing concept and as such we apply it in all stages of our engagement.

The concept of materiality recognizes that an auditor cannot verify every balance, transaction or judgment made in the financial reporting process. During audit planning, we made a preliminary assessment of materiality for the purpose of developing our audit strategy, including the determination of the extent of our audit procedures. During the completion stage, we consider not only the quantitative assessment of materiality, but also qualitative factors, in assessing the impact on the consolidated financial statements, our audit opinion and whether the matters should be brought to your attention.

Our materiality for the current audits was \$180,000.

Fraud risk factor considerations

We are responsible for planning and performing the audit to obtain reasonable assurance as to whether the consolidated financial statements are free of material misstatement caused by error or by fraud. Our responsibility includes:

- The identification and assessment of the risks of material misstatement of the consolidated financial statements due to fraud through procedures including discussions amongst the audit team and specific inquiries of management
- Obtaining sufficient appropriate audit evidence to respond to the fraud risks noted
- Responding appropriately to any fraud or suspected fraud identified during the audit

Due to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected and this is particularly true in relation to fraud. The primary responsibility for the prevention and detection of fraud rests with those charged with governance and management.

We are required to communicate with you on fraud-related matters, including:

- Obtaining an understanding of how you exercise oversight of management's processes for identifying and responding to the risks of fraud in the entity and the internal control that management has established to mitigate these risks
- Inquiring as to whether you have knowledge of any actual, suspected or alleged fraud affecting the entity

The following provides a summary of some of the fraud related procedures that are performed during the audit:

- Testing the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the consolidated financial statements
- Reviewing accounting estimates for biases
- Evaluating the business rationale (or the lack thereof) for significant transactions that are or appear to be outside the normal course of operations

Quality management

We have a robust quality management program that forms a core part of our client service. We combine internationally developed audit methodology, advanced audit technology, rigorous review procedures, mandatory professional development requirements, and the use of specialists to consistently deliver high quality audit services to our clients. In addition to our internal processes, we are subject to inspection and oversight by standard setting and regulatory bodies. We are proud of our firm's approach to quality management and would be pleased to discuss any aspect with you at your convenience.

IDEA Data Analysis Software

We apply our audit methodology using advanced software tools. IDEA Data Analysis Software is a powerful analysis tool that allows audit teams to read, display, analyze, manipulate, sample and extract data from almost any electronic source. The tool has the advantages of enabling the audit team to perform data analytics on very large data sets in a very short space of time, while providing the checks, balances and audit trail necessary to ensure that the data is not corrupted and that the work can be easily reviewed. SmartAnalyzer, an add-on to IDEA, further improves the efficiency and effectiveness of the audit by providing automated routines for certain common analytical tasks, such as identifying unusual and potentially fraudulent journal entries. Grant Thornton continues to invest in developing industry-leading audit data analytical tools.

Appendix B – Audit plan and risk assessment

We have executed our audit in accordance with our plan outlined below. We continually reassess the need for changes to our planned audit approach throughout the audit.

Risk assessment

Our risk assessment process identified certain significant risks, which are included under “Audit risks and results” in our report. In addition, we identified certain other areas where we focused our attention as follows:

Risk area	Why it is a risk area	Audit procedures and findings
Tax Revenue	The revenue and receivables from taxes levied may not be valid due to taxpayer collections being misapplied by those recording the receipt.	Test accounts receivable using statistical sampling. Review of tax revenue recorded in relation to 2023 tax by-law. No exceptions noted.
Operating Expenses	There is a risk that payables related to core activities are understated or not recorded in the correct period.	Review supporting documentation and management estimates with respect to the completeness and accuracy of significant year end accruals. Perform subsequent payments testing. No exceptions noted.
Tangible capital assets	There is a risk that capital asset activity is not valid. There is also a risk that the allowance for amortization is not adequate.	Test significant additions for existence and to ensure adherence to procurement policies. Analytical assessment of amortization expense. No exceptions noted.

Group audit

In forming our opinion on the financial statements, we planned to perform work on the financial information of the components as follows:

Component [subsidiary or division]	Component auditor	Audit response and engagement team involvement
Kearney & Area Public Library	Grant Thornton LLP	Since the Library is not a significant component in the Town's consolidated financial statements, Grant Thornton performed some analytical procedures on the Library's accounts.
Kearney-Perry Joint Waste Management Committee	Grant Thornton LLP	Grant Thornton performed a financial statement audit on the standalone financial statements of the Committee using a lower materiality level. Sufficient audit procedures were performed on the Committee to issue a separate opinion on the component's financial statements.

We coordinated our audit efforts between engagements and discussed relevant audit matters such as materiality, risk assessment, areas of audit focus, timing and required information for our audit of the consolidated financial statements.

Appendix C – Draft independent auditor’s report

To the Members of Council, Inhabitants and Ratepayers of
The Corporation of the Town of Kearney

Opinion

We have audited the consolidated financial statements of The Corporation of the Town of Kearney (“the Town”), which comprise the consolidated statement of financial position as at December 31, 2023, and the consolidated statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Kearney as at December 31, 2023, and its results of operations, its changes in its net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

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

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

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

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

Those charged with governance are responsible for overseeing the Town’s financial reporting process.

Auditor’s Responsibilities for the Audit of the Consolidated Financial Statements

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

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

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

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

North Bay, Canada

Chartered Professional Accountants
Licensed Public Accountants

Appendix D – Draft management representation letter

September 5, 2024

Grant Thornton LLP
222 McIntyre Street West
Suite 400
North Bay, ON P1B 2Y8

Dear Sir/Madam:

We are providing this letter in connection with your audit of the consolidated financial statements of The Corporation of the Town of Kearney ("the Town") as of December 31, 2023, and for the year then ended, for the purpose of expressing an opinion as to whether the consolidated financial statements ("financial statements") present fairly, in all material respects, the financial position, results of operations, and cash flows of The Corporation of the Town of Kearney in accordance with Canadian public sector accounting standards.

We acknowledge that we have fulfilled our responsibilities for the preparation of the financial statements in accordance with Canadian public sector accounting standards and for the design and implementation of internal controls to prevent and detect fraud and error. We have assessed the risk that the financial statements may be materially misstated as a result of fraud, and have determined such risk to be low. Further, we acknowledge that your examination was planned and conducted in accordance with Canadian generally accepted auditing standards (GAAS) so as to enable you to express an opinion on the financial statements. We understand that while your work includes an examination of the accounting system, internal controls and related data to the extent you considered necessary in the circumstances, it is not designed to identify, nor can it necessarily be expected to disclose, fraud, shortages, errors and other irregularities, should any exist.

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the financial statements would influence the decision of a reasonable person relying on the financial statements.

We confirm, to the best of our knowledge and belief, as of September 5, 2024, the following representations made to you during your audit.

Financial statements

1. The financial statements referred to above present fairly, in all material respects, the financial position of the Town as at December 31, 2023 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards, as agreed to in the terms of the audit engagement.

Completeness of information

2. We have made available to you all financial records and related data and all minutes of the meetings of Council and committees of Council, as agreed in the terms of the audit engagement. Summaries of actions of recent meetings for which minutes have not yet been prepared have been provided to you. All significant Council and committee actions are included in the summaries.
3. We have provided you with unrestricted access to persons within the Town from whom you determined it necessary to obtain audit evidence.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. There were no restatements made to correct a material misstatement in the prior period financial statements that affect the comparative information.
6. We are unaware of any known or probable instances of non-compliance with the requirements of regulatory or governmental authorities, including their financial reporting requirements.
7. We are unaware of any violations or possible violations of laws or regulations the effects of which should be considered for disclosure in the financial statements or as the basis of recording a contingent loss.
8. We have disclosed to you all known deficiencies in the design or operation of internal control over financial reporting of which we are aware.
9. We have identified to you all known related parties and related party transactions, including sales, purchases, loans, transfers of assets, liabilities and services, leasing arrangements guarantees, non-monetary transactions and transactions for no consideration.

Fraud and error

10. We have no knowledge of fraud or suspected fraud affecting the Town involving management; employees who have significant roles in internal control; or others, where the fraud could have a non-trivial effect on the financial statements.
11. We have no knowledge of any allegations of fraud or suspected fraud affecting the Town's financial statements communicated by employees, former employees, analysts, regulators or others.
12. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
13. We believe that the effects of the uncorrected financial statement misstatement summarized in the schedule below is immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

		Increase (Decrease)			
	Unadjusted misstatements	Assets	Liabilities	Accumulated Surplus	Annual Surplus
1	To record asset retirement obligation (asbestos in buildings)	\$ 4,541	\$ 35,415	\$ (29,360)	\$ (1,514)
	Total unadjusted misstatements	\$ 4,541	\$ 35,415	\$ (29,360)	\$ (1,514)

Recognition, measurement and disclosure

14. We believe that the methods, significant assumptions and data used by us in making accounting estimates and related disclosures, including those used in arriving at the fair values of financial instruments, are appropriate to achieve recognition, measurement and disclosure that are in accordance with Canadian public sector accounting standards.
15. We believe that the significant judgments made in recording asset retirement obligations have taken into account relevant information of which management is aware. The assumptions appropriately reflect management's intent and ability to carry out specific courses of action on behalf of the Town.
16. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities, both financial and non-financial, reflected in the financial statements.
17. All related party transactions have been appropriately measured and disclosed in the financial statements.
18. The nature of all material measurement uncertainties has been appropriately disclosed in the financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the financial statements.
19. All outstanding and possible claims, whether or not they have been discussed with legal counsel, have been disclosed to you and are appropriately reflected in the financial statements.
20. All liabilities and contingencies, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the financial statements.
21. There are no "off-balance sheet" financial instruments that exist.
22. The Town did not purchase any derivative financial instruments during the year.
23. With respect to environmental matters:
 - a) at year end, there were no liabilities or contingencies that have not already been disclosed to you;
 - b) liabilities or contingencies have been recognized, measured and disclosed, as appropriate, in the financial statements; and
 - c) commitments have been measured and disclosed, as appropriate, in the financial statements.
24. The Town has satisfactory title to (or lease interest in) all assets, and there are no liens or encumbrances on the Town's assets.

25. We have disclosed to you, and the Town has complied with, all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
26. The Goods and Services Tax (GST) and Harmonized Sales Tax (HST) transactions recorded by the Town are in accordance with the federal and provincial regulations. The GST and HST liability/receivable amounts recorded by the Town are considered complete.
27. Employee future benefit costs, assets, and obligations have been determined, accounted for and disclosed in accordance with the requirements of Section 3255 *Post Employment Benefits, Compensated Absences and Termination Benefits* of the Canadian public sector accounting standards issued by the Public Sector Accounting Board.
28. There have been no events subsequent to the balance sheet date up to the date hereof that would require recognition or disclosure in the financial statements. Further, there have been no events subsequent to the date of the comparative financial statements that would require adjustment of those financial statements and related notes.

Other

29. We have considered whether or not events have occurred or conditions exist which may cast significant doubt on the Town's ability to continue as a going concern and have concluded that no such events or conditions are evident.

Yours very truly,

Nicole Gourlay, Clerk Administrator

Appendix E – Auditing developments

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date	Assessment of applicability
<p>Issuance of CSQM 1 <i>Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements</i>, CSQM 2 <i>Engagement Quality Reviews</i> and revised CAS 220 <i>Quality Management for an Audit of Financial Statements</i></p> <p>Auditors must effectively manage audit quality, both at the firm level and the engagement level. The IAASB recognised a need to strengthen standards addressing quality control and the AASB implemented similar changes to those made at the international level. In January 2021, the AASB unanimously approved the suite of quality management standards.</p> <p>CSQM 1 introduces a new approach to “managing quality”. Quality management is intended to be proactive in nature and to be a continuous process. Implementing the new standard requires firms to analyse and enhance many of their internal processes to achieve effective quality management. This standard replaces the extant standard, CSQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements</p> <p>CSQM 2 deals specifically with the topic of engagement quality reviews (EQRs), which are performed by firms to obtain an objective evaluation of the significant judgments made by the engagement team and the conclusions reached. The standards setters recognized the importance of EQRs and noted that many stakeholders (including oversight bodies) were concerned that the requirements of CSQM 1 with respect to EQRs were not sufficiently robust. As a result, CSQM 2 was issued. CSQM 1 deals with the topic of when an EQR should be performed, while CSQM 2 covers the appointment and eligibility considerations related to the person performing the EQR and the performance and documentation requirements.</p> <p>CAS 220 was revised to clarify and strengthen the key elements of quality management at the engagement level by:</p> <ul style="list-style-type: none"> • emphasizing that the engagement partner is responsible for managing and achieving quality at the engagement level • clarifying the engagement partner’s responsibilities, and acknowledging the engagement partner can assign certain tasks/procedures to members of the engagement team who are appropriately skilled or suitably experienced in managing and achieving quality • modernizing the standard for the evolving environment 	<p>CSQM 1 is effective for audits or reviews of financial statements or other assurance engagements as of December 15, 2022 and related services engagements as of December 15, 2023.</p> <p>CSQM 2 is effective for audits or reviews of financial statements with periods beginning on or after December 15, 2022, other assurance engagements beginning on or after December 15, 2022 and related services engagements beginning on or after December 15, 2023.</p> <p>CAS 220 is effective for audits of financial statements for periods beginning on or after December 15, 2022.</p>	<p>CSQM 1 and CSQM2 adopted during 2023 audit.</p>
<p>Revisions to CAS 600 <i>Special Considerations – Audits of Group Financial Statements (Including the Work of Component Auditors)</i></p> <p>Many audits today are of group financial statements, also known as group audits, and these types of engagements can be very challenging. In April 2020, the International Auditing and Assurance Standards Board (IAASB) issued an Exposure Draft proposing changes to ISA 600 and related ISAs with the goals of strengthening the auditor’s approach to planning and performing group audits and clarifying the interaction of ISA 600 with other ISAs and issued the final standard in 2022. The AASB issued the equivalent Canadian standard, which included the same revisions as the ISA with no Canada-specific amendments. The changes made to the standard were designed to:</p> <ul style="list-style-type: none"> • Clarify the scope and applicability of the standard • Emphasise the importance of exercising professional skepticism throughout the group audit • Clarify and reinforce that all CASs need to be applied in a group audit situation 	<p>Periods beginning on or after December 15, 2023.</p>	<p>No impact on 2023 audit.</p>

Canadian Auditing Standards (CASs) and other Canadian Standards issued by the AASB	Effective date	Assessment of applicability
<ul style="list-style-type: none"> Focus the group engagement team's attention on identifying and assessing the risks of material misstatement of the group financial statements and emphasise the importance of designing procedures to respond to those risks Reinforce the need for robust communication between the group engagement team and component auditors <p>Include new guidance and considerations relating to testing common controls, addressing access restrictions, establishing materiality and documenting group audits.</p>		

Canadian Auditing Standards (CASs) and other Canadian Standards approved by the AASB but not issued	Effective date	Assessment of applicability
None.		

Canadian Exposure Drafts issued by the AASB	Effective date	Assessment of applicability
<p>Potential revisions to CAS 500 Audit Evidence</p> <p>The current audit evidence standard was issued many years ago. Since then, developments in technology have affected how entities operate and process information and how audits are performed. In December 2020, the IAASB initiated a project to revise the current standard to respond to changes in the business environment. The Exposure Draft proposes several key changes:</p> <ul style="list-style-type: none"> To respond to changes in the information auditors use, including the nature and source of the information, a set of attributes has been developed to enhance the auditor's principle-based judgments related to audit evidence in a wide variety of circumstances. Enhancements and clarifications have also been made regarding the auditor's role when using information prepared by management's expert To modernise the standard and support a principles-based approach that recognises the evolution in technology, new application material has been added, including explanations of how automated tools may affect auditor bias and examples that recognise the use of technology by the entity or the auditor To foster professional skepticism when making judgments about information to be used as audit evidence and sufficient appropriate audit evidence, language has been added to emphasise the importance of maintaining professional skepticism at various stages, such as when attempting to ensure that audit procedures are being designed and performed in an unbiased manner. 	<p>The comment period for the Exposure Draft ended on March 15, 2023. It is expected that the effective date for the revised standard will be for periods beginning in 2025, but the exact effective date will depend on when the standard is approved.</p>	<p>No impact on 2023 audit.</p>

Canadian Exposure Drafts issued by the AASB	Effective date	Assessment of applicability
<p>Potential revisions to CAS 570 <i>Going Concern</i></p> <p>Auditors are required to obtain sufficient appropriate audit evidence on the appropriateness of management's use of the going concern basis of accounting and conclude on whether a material uncertainty exists in relation to going concern. Financial statement users have raised questions about how much auditors should be able to detect from their audit procedures in this area, and what is communicated to users about the entity's ability to continue as a going concern. This led the IAASB to initiate a project to revise the standard. In April 2023, the IAASB issued its Exposure Draft and the AASB has issued a corresponding Exposure Draft. The Exposure Draft proposes several key changes, which include:</p> <ul style="list-style-type: none"> • Defining material uncertainty related to going concern • Enhancing the risk identification and assessment requirements so they are consistent with those set out in CAS 315 (Revised) <i>Identifying and Assessing the Risks of Material Misstatement</i> • Enhancing the auditor's evaluation of management's going concern assessment, including requirements to support the auditor's application of professional skepticism • Adding a requirement for the auditor to request management to extend its going concern assessment of the entity to cover at least 12 months from the date of approval of the financial statements if management has not already done so • Enhancing the auditor's consideration of information related to management's going concern assessment that becomes available to the auditor after the date of the auditor's report but before the date the financial statements are issued • Adding requirements to enhance communications about going concern in the auditor's report. 	<p>The comment period for the Exposure Draft ended on July 31, 2023. It is expected that the effective date for the revised standard will be for periods beginning in 2026, but the exact effective date will depend on when the standard is approved.</p>	<p>No impact on 2023 audit.</p>
<p>Proposed Canadian Standard on Sustainability Assurance (CSSA) 5000, <i>General Requirements for Sustainability Assurance Engagements</i></p> <p>In September 2022, the IAASB approved a project proposal to develop a new overarching standard for sustainability assurance engagements. In January 2023, the AASB approved a project proposal to concurrently adopt this international standard with any potential additional Canadian amendments, as a first of its kind Canadian Standard on Sustainability Assurance (CSSA).</p> <p>CSSA 5000 will not be a financial statement audit standard, but rather will serve as a comprehensive, standalone standard suitable for sustainability assurance engagements. It will apply to sustainability information reported across any appropriate sustainability topic, prepared according to any suitable framework, including the recently released IFRS Sustainability Disclosure Standards S1 and S2. The proposed standard is profession agnostic, supporting its use by both professional accountant and non-accountant assurance practitioners who meet the relevant ethical and quality management requirements, and will apply to both limited and reasonable assurance engagements.</p>	<p>The comment period for the Exposure Draft ended on November 6, 2023. It is expected that the effective date will be for periods beginning in 2026, but the exact effective date will depend on when the standard is approved.</p>	<p>No impact on 2023 audit.</p>

Appendix F – PSAS Accounting developments

Public Sector Accounting Standards [updated March 31, 2024]	Effective date	Management assessment of applicability
<p>2022-2023 Annual Improvements to PSAS</p> <p>The Public Sector Accounting Board (PSAB) has adopted an annual improvements process to make minor improvements to standards which include clarifying guidance or wording within the standards or correcting relatively minor unintended consequences, conflicts or oversights.</p> <p>The following standards were amended in the 2022-2023 process:</p> <ul style="list-style-type: none"> • Section PS 3160 <i>Public Private Partnerships</i> The amendment updated the transitional provisions to explicitly state that early adoption is permitted. • Section PS 3420 <i>Inter-Entity Transactions</i> The amendment clarifies that PSG-8 <i>Purchased Intangibles</i> applies to inter-entity transactions. 	<p>Effective April 1, 2023 (Immediately)</p>	<p>No impact on 2023 consolidated financial statements</p>

Public Sector Accounting Standards [updated March 31, 2024]	Effective date	Management assessment of applicability
<p>Section PS 1202 <i>Financial Statement Presentation</i></p> <p>New Section PS 1202 <i>Financial Statement Presentation</i> replaces Section PS 1201 <i>Financial Statement Presentation</i>.</p> <p>The main features of the new Section include:</p> <ul style="list-style-type: none"> • Changes to the statement of financial position to present financial assets, non-financial assets, total assets, financial liabilities, non-financial liabilities total liabilities and net assets/net liabilities • Separate statement of changes in net assets or net liabilities (formerly known as accumulated surplus) by required categories • The addition of a statement of net financial assets or net financial liabilities that presents a revised net financial assets or net financial liabilities (formerly known as “net debt”) calculation • The option to present the change in net financial assets or net financial liabilities on the statement of net financial assets or net financial liabilities • Ability to present an amended budget when there is an election or the majority of the governing body of a government organization is newly elected or appointed • The requirement to provide a subtotal prior to financing activities in the statement of cash flow • Guidance on assessing the going concern assumption <p>As a result of the issuance of the new Section, various Sections and Guidelines of the Handbook have been amended to include references to the Section. The impacted Sections and Guidelines include:</p> <ul style="list-style-type: none"> • PS 1300 <i>Government Reporting Entity</i> • PS 2120 <i>Accounting Changes</i> • PS 2500 <i>Basic Principles of Consolidation</i> • PS 2510 <i>Additional Areas of Consolidation</i> • PS 2601 <i>Foreign Currency Translation</i> • PS 3041 <i>Portfolio Investments</i> • PS 3060 <i>Interest in Partnerships</i> • PS 3070 <i>Investments in Government Business Enterprises</i> • PS 3100 <i>Restricted Assets and Revenues</i> • PS 3160 <i>Public Private Partnerships</i> • PS 3230 <i>Long-Term Debt</i> • PS 3250 <i>Retirement Benefits</i> • PS 3255 <i>Post-Employment Benefits, Compensated Absences and Termination Benefits</i> • PS 3260 <i>Liability for Contaminated Sites</i> • PS 3280 <i>Asset Retirement Obligations</i> • PS 3300 <i>Contingent Liabilities</i> • PS 3310 <i>Loan Guarantees</i> • PS 3400 <i>Revenue</i> • PS 3410 <i>Government Transfers</i> • PS 3430 <i>Restructuring Transactions</i> • PS 3450 <i>Financial Instruments</i> • PS 4200 <i>Financial Statement Presentation by Not-for-Profit Organizations</i> • PSG-2 <i>Leased Tangible Capital Assets</i> • PSG-4 <i>Funds and Reserves</i> • PSG-5 <i>Sale-Leaseback Transactions</i> 	<p>Fiscal years beginning on or after April 1, 2026.</p> <p>Earlier adoption is permitted <i>only if</i> the Conceptual Framework is also adopted at the same time.</p> <p>Prior period amounts would need to be restated to conform to the presentation requirements for comparative financial information in Section PS 1202.</p>	<p>No impact on 2023 consolidated financial statements</p>

Public Sector Accounting Standards [updated March 31, 2024]	Effective date	Management assessment of applicability
<p>Conceptual Framework for Financial Reporting in the Public Sector</p> <p>PSAB's Conceptual Framework for Financial Reporting in the Public Sector replaces Sections PS 1000 <i>Financial Statement Concepts</i> and PS 1100 <i>Financial Statement Objectives</i>.</p> <p>The new Conceptual Framework includes:</p> <ul style="list-style-type: none"> • Characteristics of public sector entities • Objectives of financial reporting • Primary users of financial reporting and their expectations • Role of financial statements • Foundations and objectives of financial statements • Qualitative characteristics of information in financial statements • Qualitative characteristics of information in financial statements and related considerations • Definitions of elements • Criteria of general recognition and derecognition; and, • Concepts of general measurement and presentation <p>As a result of the issuance of the Conceptual Framework, various Sections and Guidelines of the Handbook have been amended to include references to the new Conceptual Framework, add/clarify key definitions that are consistent with the Conceptual Framework, and/or remove references to qualitative characteristics that are no longer qualitative characteristics in the new Conceptual Framework. These Sections include:</p> <ul style="list-style-type: none"> • Introduction to the Public Sector Accounting Handbook (formerly the Introduction to the Public Sector Accounting Standards) • PS 1150 <i>Generally accepted Accounting Principles</i> • PS 1201 <i>Financial Statement Presentation</i> • PS 1300 <i>Government Reporting Entity</i> • PS 2100 <i>Disclosure of Accounting Policies</i> • PS 2120 <i>Accounting Changes</i> • PS 2130 <i>Measurement Uncertainty</i> • PS 2200 <i>Related Party Transactions</i> • PS 3150 <i>Tangible Capital Assets</i> • PS 3200 <i>Liabilities</i> • PS 3210 <i>Assets</i> • PS 3400 <i>Revenue</i> • PS 3430 <i>Restructuring Transactions</i> • PS 3450 <i>Financial Instruments; and</i> • PS 4230 <i>Capital Assets Held by Not-for-Profit Organizations</i> <p>The Conceptual Framework will be applied prospectively.</p>	<p>Fiscal years beginning on or after April 1, 2026.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on 2023 consolidated financial statements</p>

Public Sector Accounting Standards [updated March 31, 2024]	Effective date	Management assessment of applicability
<p>Section PS 3160 <i>Public Private Partnerships</i></p> <p>New Section PS 3160 <i>Public Private Partnerships</i> establishes standards on how to account for public private partnerships between public and private sector entities where infrastructure is procured by a public sector entity using a private sector partner that is obligated to design, build, acquire or better infrastructure; finance the infrastructure past the point where the infrastructure is ready for use and operate and/or maintain the infrastructure. Infrastructure typically includes items such as tangible capital assets (i.e., complex network systems), but may also include items that are intangible in nature. The main features of the new Section are:</p> <ul style="list-style-type: none"> • The infrastructure is recognized as an asset when the public sector entity acquires control of the infrastructure. A liability is also recognized when the public sector entity recognizes an asset • The infrastructure asset and corresponding liability are initially measured at the cost of the infrastructure asset • Subsequent measurement of the infrastructure asset is based on the asset cost amortized in a rational and systematic manner over the useful life of the asset • Subsequent measurement of the financial liability is at amortized cost using the effective interest method. When all or a portion of the liability represents a performance obligation, revenue is recognized, and the liability reduced in accordance with the substance of the public private partnership agreement (as performance is achieved) <p>Retrospective or prospective application is permitted.</p>	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on 2023 consolidated financial statements</p>
<p>Section PS 1000 <i>Financial statement concepts</i>, Section 1201 <i>Financial Statement Presentation</i>, and PSG-8 <i>Purchased intangibles</i></p> <p>Section PS 1000 has been amended to remove the prohibition of recognition of purchased intangibles in public sector financial statements. Consequentially, Section PS 1201 has also been amended to remove disclosure requirements for unrecognized purchased intangibles since entities can now recognize purchased intangibles in their financial statements. Entities still reporting in accordance with Section PS 1200 <i>Financial Statement Presentation</i> can also adopt the amendments and recognize purchased intangible assets. New Public Sector Guideline, PSG-8 <i>Purchased intangibles</i>, has been issued to explain the scope of the intangibles that are allowed to be recognized in the financial statements given this amendment to Section PS 1000. However, it is important to note that no further recognition, measurement, disclosure and presentation guidance has been provided.</p> <p>The main features of PSG-8 include:</p> <ul style="list-style-type: none"> • A definition of purchased intangibles (which does not include those received through a government transfer, contribution or inter-entity transaction) • Examples of items that are not purchased intangibles • References to other guidance in the Handbook on intangibles • Reference to the asset definition, general recognition criteria and the GAAP hierarchy for accounting for purchased intangibles <p>Retrospective or prospective application is permitted.</p>	<p>Fiscal years beginning on or after April 1, 2023.</p> <p>Earlier adoption is permitted.</p>	<p>No impact on 2023 consolidated financial statements</p>

Public Sector Accounting Standards [updated March 31, 2024]	Effective date	Management assessment of applicability
<p data-bbox="226 272 495 296">Section PS 3400 Revenues</p> <p data-bbox="226 309 1357 424">New Section PS 3400 <i>Revenue</i> establishes standards on how to account for and report on revenue. It does not apply to revenues for which specific standards already exist, such as government transfers, tax revenue or restricted revenues. The Section distinguishes between revenue that arises from transactions that include performance obligations (i.e., exchange transactions) and transactions that do not have performance obligations (i.e., non-exchange transactions). The main features of the new Section are:</p> <ul data-bbox="226 437 1357 555" style="list-style-type: none"> <li data-bbox="226 437 1357 461">• Performance obligations are defined as enforceable promises to provide specific goods or services to a specific payer <li data-bbox="226 461 1357 509">• Revenue from transactions with performance obligations will be recognized when (or as) the performance obligation is satisfied by providing the promised goods or services to the payer <li data-bbox="226 509 1357 555">• Revenue from transactions with no performance obligations will be recognized when a public sector entity has the authority to claim or retain the revenue and identifies a past transaction or event that gives rise to an asset 	<p data-bbox="1384 309 1693 357">Fiscal years beginning on or after April 1, 2023.</p> <p data-bbox="1384 370 1648 392">Earlier adoption is permitted.</p>	<p data-bbox="1720 309 1951 379">No impact on 2023 consolidated financial statements</p>

The Corporation of the Town of Kearney

REGULAR COUNCIL MEETING MINUTES

Council Chambers

Thursday, August 1, 2024 – 6:00 p.m.

Council Members Present:

Mayor: Cheryl Philip

Deputy Mayor: Michael Rickward

Councillors: Keven Beaucage, Heather Pateman and
Jill Sharer

Staff Present:

Nicole Gourlay, Clerk Administrator

Cindy Filmore, Deputy Clerk (DC)

Paul Audette, Public Works Superintendent (PWS)

The DC and PWS were present for the public portions of the meeting.

The CA was present for the entirety of the meeting.

A Moment of Silence was held to honour the memory of Joanne Bonazza

1. Call the Meeting to Order

The meeting was called to order at 6:00 p.m.

2. Approval of Agenda

Resolution 2024- 239

Moved By: Councillor Beaucage; Seconded by Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the August 1, 2024 Agenda as circulated.

CARRIED

3. Disclosure of Interest

None were noted.

4. Delegations/Presentations - nil**5. Consent List**

Resolution 2024-240

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

BE IT RESOLVED that the Consent List from the Regular Council Meeting of Thursday, August 1, 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 Memo – Update Sand Lake Boat Launch

Resolution 2024- 241

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Staff Memo – Update Sand Lake Boat Launch.

CARRIED

7.2 SR2024-52 John Deere Backhoe Information

Resolution 2024- 242

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR2024-52 John Deere Backhoe Information.

CARRIED

7.3 SR2024-53 Rock Point Road

Resolution 2024-243

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR2024-53 Rock Point Road deviation and directs Staff to reach out to the Planning Board as well as the current owner to request a one third split of the Town's legal fees to rectify the transfer of the deviation road to the Town of Kearney

CARRIED

7.4 SR2024-54 Fire Chief Regatta Fireworks Report

Resolution 2024-244

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and approves SR2024-54 regarding the Fireworks Permit for the Regatta and approves the Fireworks Permit Application from Pyroworld.

CARRIED

7.5 DRAFT E&R By-law Review

Resolution 2024-245

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

WHEREAS the Fire Chief has identified the need to update our current by-law to Establish and Regulate Fire and Emergency Services in the Town of Kearney;

AND WHEREAS Council recognizes the authority granted under each of the *Municipal Act, S.O. 2001, c. 25*, as amended, and the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, to pass said by-law;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney, approves in principle the passing of an updated by-law to Establish and Regulate Fire and Emergency Services in the Town of Kearney pending the changes noted on the DRAFT copy which be brought back to Council for passing on September 5th, 2024.

CARRIED

7.6 SR2024-55 Planning Update – Options re: ZBL Housekeeping Amendment & Site Alteration By-law
Resolution 2024-246

Moved by Deputy Mayor Rickward ; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts SR2024-55 regarding the options surrounding the Zoning By-law Housekeeping Amendments and Site Alteration By-law, which included the following options:

- a) Begin both the Zoning By-law Housekeeping updates started as well as the Site Plan Alteration By-law started immediately.
- b) Only begin the Site Alteration By-law and wait to begin work on the Zoning By-law Housekeeping update only after the Official Plan and Strategic Plan has begun and information provided from the public.
- c) Evaluate the need for a Site Alteration By-law through the public engagement sessions for the Official Plan and Strategic Plan and begin the Zoning By-law Housekeeping Update immediately.
- d) Staff not move forward on either the Zoning By-law Housekeeping update or Site Alteration By-law to gain public input through the Official Plan and Site Alteration By-law to better understand what the public's end result is with the changes suggested previously and look into implementing something similar to the By-law passed in Armour Township where they regulate Tree Cutting in the Shoreline area.
- e) Move forward with nothing at this point, until we have had an opportunity to hear from the public on their opinions through the Official Plan and Strategic Planning engagement sessions on all items they would like addressed and updated in the Zoning By-law and gauge the necessity of a Site Alteration By-law after hearing from the public.

AND FURTHER; that Council chooses option e and directs Staff to proceed.

CARRIED

7.7 Memo – Town Hall Dates

Resolution 2024-247

Moved by: ; Seconded by:

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Memo from the Clerk Administrator regarding the Town Hall Meeting and directs Staff to: Search dates to establish Staff ability to attend & post a Public Survey for input on agenda topics. Potential dates August 18, 20 or 23 in the evening and Sunday, September 8th @ 1:00 pm – 3:00pm

CARRIED

7.8 Memo – Training from MMAH and Integrity Commissioner

Resolution 2024-248

Moved by: Councillor Beaucage ; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Memo from the Clerk Administrator regarding training from MMAH and the Integrity Commissioner.

CARRIED

7.9 DRAFT Consent Agreement – Pannbros

Resolution 2024-249

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

WHEREAS the Council of the Corporation of the Town of Kearney has received and reviewed the DRAFT Consent Agreement Bylaw with Pannbros. Inc.;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the DRAFT Consent Agreement – Pannbros Inc.;

AND FURTHER THAT this agreement form part of By-law 2024-33 that is intended to be passed later in this meeting.

CARRIED

7.10 Memo – Muskoka Watershed Request for Donation
Resolution 2024-

Moved by: ; Seconded by:

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Staff Memo regarding the Muskoka Watershed Request for Donation which included the following options:

- a) to hold over any donation requests not included in the 2024 budget until 2025, informing applicants to re-apply for next year
- b) to utilize reserve funds to fulfill donation requests
- c) to direct Staff to provide a donation policy for their consideration going forward (this may include directions to those wishing to apply for funding, set policies as to the frequency and types of donations considered, etc.)
- d) to consider their general donations in the upcoming 2025 budget to address these expenditures and determine if the 2024 amount was sufficient for the year.
- e) To decline to donate at this time and direct Staff to prepare a policy with regard to donation requests outside the budget.

AND FURTHER; that Council chooses option e and directs Staff to proceed.

CARRIED

8. Other Business

9. Correspondence for Information

Resolution 2024- 251

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that Council receives the August 1st Correspondence list.

CARRIED

10. By-laws

Resolution 2024- 252

Moved by: , Seconded by:

BE IT RESOLVED 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 2024-28 Being a By-law to Enter into a Consent Agreement (Pannbros)

CARRIED

11. Closed Session

Resolution 2024- 253

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 7:52 pm under Section 239(2) of the Municipal Act, under the following subsections:

- (2)(c) a Proposed or Pending Acquisition or Disposition of Land by the Municipality
or Local Board

CARRIED

Resolution 2024-254

Moved by: Councillor Pateman , Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 8:22 pm

CARRIED

Resolution 2024-255

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney, after discussing in closed session, agree to gift the lands “PT LT 1 CON 11 Bethune, as in BE 234 Except PT 6 42R3606 S/T BE234, Kearney” back to the Follick family;

AND FURTHER that Council deems it appropriate to dispose of the above lands contrary to their Sale of Land By-law 2024-20.

CARRIED

12. Confirming By-law

Resolution 2024- 256

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

BE IT RESOLVED that By-law 2024-34 being a by-law to Confirm the Proceedings of Regular Meeting of Council on August 1, 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

13. Adjournment

Resolution 2024- 57

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 8:24 pm to meet again at 2 pm on August 12, 2024 in the Council Chambers, Kearney, Ontario

CARRIED

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

The Corporation of the Town of Kearney

SPECIAL COUNCIL MEETING MINUTES

Council Chambers

Monday, August 12, 2024 2:00 p.m.

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

Staff Present: Nicole Gourlay, Clerk Administrator (CA)
Sarah Cormier, Ministry of Municipal Affairs and Housing

1. **Call the Meeting to Order** – the meeting was called to order at 2:00 p.m.
2. **Approval of Agenda**
Resolution 2024-258
Moved By: Deputy Mayor Rickward; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Agenda of the Special Council Meeting of the Corporation of the Town of Kearney of August 12, 2024, be adopted as circulated.
CARRIED
3. **Disclosure of Interest**
None were noted
4. **Closed Session**
Resolution 2024-259
Moved by: Councillor Sharer; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session, at 2:03 pm on under Section 239 (2) of the Municipal Act, under the following subsections:
3.1 Council Training
CARRIED

Resolution 2024-260
Moved by: Councillor Pateman, Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 4:55 p.m.
CARRIED
5. **Adjournment**
Resolution 2024-261
Moved by: Deputy Mayor Rickward ; Seconded by: Councillor Sharer
BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 4:56 pm.
CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

The Corporation of the Town of Kearney

SPECIAL COUNCIL MEETING MINUTES

Council Chambers

Tuesday, August 20, 2024 6:30 p.m.

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

Staff Present: Nicole Gourlay, Clerk Administrator (CA)
Matt Clouthier, Chief Building Official
Paul Schaefer, Fire Chief
Paul Audette, Public Works Superintendent
Jason Newman, By-law Enforcement Officer
Cindy Filmore, Deputy Clerk

Public Present: 31 members of the public appeared at the meetings while
15 members of the public appeared on-line

1. **Call the Meeting to Order** – the meeting was called to order at 6:31 p.m.
Resolution 2024-263
Moved by Deputy Mayor Rickward; Seconded by Councillor Sharer
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney deems it necessary to suspend the Procedural By-law for the Town Hall meeting on August 20, 2024 to hear public comments regarding the agenda items.
CARRIED
2. **Approval of Agenda**
Resolution 2024-262
Moved By: Councillor Pateman; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Agenda of the Special Council Meeting of the Corporation of the Town of Kearney of August 20, 2024, be adopted as circulated.
CARRIED
3. **Resolution to suspend the Procedural By-law for the Town Hall Meeting**
Resolution 2024-263
Moved by Deputy Mayor Rickward, Seconded by Councillor Sharer
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney deems it necessary to suspend the Procedural By-law for the Town Hall meeting on August 20, 2024 to hear public comments regarding the agenda items.
CARRIED
4. **MAHC Hospital Restructuring Video**

Due to technical difficulties, the video was unavailable for viewing. Staff have uploaded the video and linked to the Town of Kearney website
5. **Topics Requested by the Public:**
 - 5.1 **Trailer By-law**
 - Staff Member Jason Newman (By-law Enforcement Officer) discussed the proposed Trailer By-law and its' implications for the municipality. The floor was opened for the Public to speak.
 - A resident of Rock Point Road spoke to the proposed by-law:
 - CMH & Housing
 - Have regard for Human Rights Code
 - 68 families in housing crisis in our area, 7 people within the Town of Kearney are without shelter
 - For some, trailers may provide accommodation in extreme circumstances
 - As full-time accommodation, can be unsafe environments
 - Right to own more than one trailer, how can this be limited?
 - Do need to ensure safety/health risks (stoves, septic)

- One other resident spoke to the Trailer By-law, stating that now was NOT the time to pass such a by-law (housing crisis, economic difficulties)

5.2 Park creation and refurbishment to existing parks

Clerk Administrator Nicole Gourlay outlined the budgeted items for Park creation and refurbishment in 2024.

5.3 Housing crisis and the impacts from Short Term Accommodations

- Staff member, Deputy Clerk Cindy Filmore spoke to the presentation slide regarding the Housing Crisis and the impacts from Short Term Rental and explained the need for updates to the Official Plan and Zoning By-law to enable changes to housing options.
- A member of the public requested clarification of the OP/Townsite boundaries.
 - DC Cindy Filmore responded
- A member of the public requested clarification of the STA definition
 - DC Cindy Filmore responded
- A member of the public requested to know how the agenda was set.
 - CA Nicole Gourlay responded
 - Deputy Mayor Rickward spoke to the public Town Hall meeting taking place on September 8th and requested that additional topics be included on the upcoming agenda
 - CA Nicole Gourlay expressed that Council could address this at the September 5 Regular Council meeting

Mayor Cheryl Philip thanked Staff and the Public for their attendance.

A member of the Public stood to address the Council and Staff regarding the garbage issue. He spoke to the garbage being thrown in ditches, etc. and was concerned that transfer station fees were too high.

CA Nicole Gourlay advised that Staff were busy preparing a report for the September 5th or 26th Council meeting to address Transfer Station issues.

Resolution 2024-264

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

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 7:28 pm.

CARRIED

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

Town of Kearney
Reporting Period July 30 - August 16, 20
Batch: 2024-00060 to 2024-00064

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34018	2024-07-31	A.J. Stone Co. Ltd. F/D Foam	562.74
34019	2024-07-31	Abell Pest Control P/W & KCC Monthly Pest Control	225.75
34020	2024-07-31	AED Solutions F/D Medical Supplies	456.47
34021	2024-07-31	Township Of Armour By-law June hrs/Kms/Expenses	5,062.48
34022	2024-07-31	Bayshore Broadcasting Regatta Event Broadcasting	452.00
34023	2024-07-31	Bell Mobility Inc. P/W Cell Phones /B/D Monthly Data Flex	315.82
34024	2024-07-31	Bickley Ford Sales Transfer Station Truck Repairs	2,854.98
34025	2024-07-31	Bowman Fuels Ltd. P/W Vehicle Diesel Fill	1,721.17
34026	2024-07-31	Brandt P/W Grader Repair	2,180.03
34027	2024-07-31	Mike Brown P/W m TO Physical	100.00
34028	2024-07-31	Burk's Falls Building Ctr Ltd KCC Washer & Dryer Parts (hook up)	440.41
34029	2024-07-31	Burk's Falls Home Hardware F/D Station Supplies	37.23
34030	2024-07-31	CRA - Receiver General Source Deductions (July 16 - 31)	12,404.94
34031	2024-07-31	Champion Commercial Products P/W Shop Supplies	715.06
34032	2024-07-31	ClayMar Electric P/W Annual Generator Service	248.60
34033	2024-07-31	Cupe Local 1813 Union Dues for July	582.63
34034	2024-07-31	Ecovue Consulting Services Inc Various Consents/Preconsults	9,290.17
34035	2024-07-31	Fetterley's Gas & Convenience All depts gas & supplies	866.04
34036	2024-07-31	Glen Martin Ltd. KCC Cleaning Supplies	459.06
34037	2024-07-31	Hopson, Dorothy Regatta Supply Reimbursement	55.25
34038	2024-07-31	Hunt's Contracting P/W building repairs	1,010.88
34039	2024-07-31	Jeff Maki Trucking Inc. P/W Roads 2" minus gravel	1,222.05
34040	2024-07-31	Lakeland Energy Ltd. P/W Streetlight repairs & maint.	2,356.36
34041	2024-07-31	Lake Country Office Solutions Cisco Meraki 1yr lic renewal	888.16
34042	2024-07-31	Min Of Fin-Ontario OPP NSR Policing Services - Jun	25,180.00

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34043	2024-07-31	Muskoka Springs Inc KCC Water Tugs	46.06
34044	2024-07-31	Muskoka Rent-All Huntsville P/W Shop Supplies/Parks supplies	196.54
34045	2024-07-31	Near North Laboratories Inc. KCC & F/D Water Sample testing	72.00
34046	2024-07-31	Netspectrum F/D Monthly Internet	74.52
34047	2024-07-31	North Bay/Parry Sound District August levy payment	2,364.67
34048	2024-07-31	OMERS Pension Contributions for July	14,101.92
34049	2024-07-31	Opatovsky Funeral Home Return Gym Rental Deposit	250.00
34050	2024-07-31	Parry Sound Ambulance Forward payment of 2007 Ford Expd.	1,844.02
34051	2024-07-31	Pinehill Iron & Metal Inc. B/D Demolition	12,362.20
34052	2024-07-31	Pollard Distribution Inc. P/W Dustmaster	12,014.18
34053	2024-07-31	Purolator Inc. Admin delivery charges x2	23.04
34054	2024-07-31	Pyroworld Regatta - Professional Fireworks	11,300.00
34055	2024-07-31	Roi, Kathy Art Show Reimbursement	440.50
34056	2024-07-31	Russell Christie LLP Gen. legal Bylaw review/B/D bldg code	488.95
34057	2024-07-31	Smellies Copy & Print Shop Tax bill printing	1,105.12
34058	2024-07-31	Tatham Engineering Ltd Lions Park Re: outdoor rink	4,312.74
34059	2024-07-31	Telequip Systems Limited P/W Monthly Radio Usage	276.85
34060	2024-07-31	Three Mile Truck P/W Repairs on 2016 & 2024 Freightliner	15,674.33
34061	2024-07-31	TJB Construction B/D Demolition	13,133.81
34062	2024-07-31	Trackmatics Inc. GPS Monitoring - all depts	719.81
34063	2024-07-31	Upanup Studios Inc. Admin - Civikit Website Platform	2,712.00
34064	2024-07-31	Vistaprint Canada Corporation Various dept business cards	274.53
34065	2024-07-31	Voyageur Chapter OBOA B/D Annual OBOA dues	35.00
34066	2024-07-31	White's Wearparts Ltd P/W blade for grader	2,062.80
34067	2024-07-31	Wurth Canada Ltd P/W Shop Supplies	703.71
34068	2024-07-31	Zoo To You Regatta - extra show booked	333.35

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34069	2024-08-16	Battlefield Equipment Rentals P/W Shop Supplies	5,034.49
34070	2024-08-16	Bowman Fuels Ltd. P/W Diesel Fills	3,106.79
34071	2024-08-16	Bugelli, Lisa Fitness Instructor Fees - July	480.00
34072	2024-08-16	CRA - Receiver General Source deductions (Aug 1-15)	11,245.28
34073	2024-08-16	Currie Truck Centre P/W Grader Parts	74.91
34074	2024-08-16	Data Fix 2026 VoterView Event	1,582.00
34075	2024-08-16	Eastholme 3 rd Qtr Levy payment	34,819.00
34076	2024-08-16	Minister Of Finance (EHT) Health Tax July Remittance	1,844.68
34077	2024-08-16	Fetterley's Gas & Convenience All depts gas & supplies	1,581.17
34078	2024-08-16	Fibernetics Corporation Monthly Phone	378.15
34079	2024-08-16	Fire Marshal's Public F/D Public Ed Supplies	2,170.04
34080	2024-08-16	Hydro One Networks Inc. Monthly Hydro	4,320.80
34081	2024-08-16	Jones Motor Lines Service all outdoor public Washrooms	395.50
34082	2024-08-16	Kearney & Area Public Library Rec Comm Community box donation	160.00
34083	2024-08-16	Lisa Lahn Regatta expense reimbursement	72.87
34084	2024-08-16	Lakeland Energy Ltd. Streetlight repair & maintenance	280.04
34085	2024-08-16	Lake Country Office Solutions Admin Monthly Photocopy/Service	743.34
34086	2024-08-16	LAS-Local Authority Services Admin office Supplies & FPT subs.	470.90
34087	2024-08-16	LEA-Larocque Elder Architects KCC Renovs billing 33	1,344.27
34088	2024-08-16	Marshall, Jefferey Rec Comm donation Re: Blue Jays game	641.00
34089	2024-08-16	Mashinter, Amanda Fitness Instructor June Fees for Kids Baseball team	316.40
34090	2024-08-16	Mathews, Dinsdale, & Clark Gen HR matters & Negotiations	9,332.11
34091	2024-08-16	Kevin Noaik F/D Station Supplies	75.00
34092	2024-08-16	North Bay/Parry Sound District Health Unit September levy	2,364.67
34093	2024-08-16	Les Phinney Removal of 8 beaver (July 1-31)	800.00
34094	2024-08-16	PPE Solutions Inc F/D Annual Flow Test SCBA	1,228.99

Town of Kearney
Reporting Period July 30 - August 16, 20
Batch: 2024-00060 to 2024-00064

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34095	2024-08-16	Reeder Web Design Dog Skeds 3rd Qtr website maint	126.96
34096	2024-08-16	Roto-Mill Inc. P/W Echo Ridge/Chetwynd Pulverizing	27,917.66
34097	2024-08-16	Spectrum Telecom Group Ltd. F/D Pevensey Monthly Tower Rental	274.93
34098	2024-08-16	Tatham Engineering Ltd lions PK Re outdoor rink & OSIM Report	6,198.15
34099	2024-08-16	Telequip Systems Limited P/W Monthly Radio Usage	276.85
34100	2024-08-16	Town Of Parry Sound Land Ambulance 3rd Qtr Levy	33,523.00
34101	2024-08-16	Trackmatics Inc. GPS Monthly Monitoring	1,368.31
34102	2024-08-16	Tumber, Jacqueline Regatta Expense Reimbursement	115.04
34103	2024-08-16	Waste Connections of Canada Trans Str. Recycling Dump & Return	16,431.49
34104	2024-08-16	WPCI P/W Cell Phone	206.09
34105	2024-08-16	FacePainting by Ariel F/D Public Ed Event	150.00
Total Computer Cheque:			324,061.81

Total AP: 324,061.81

For Council Meeting of September 5, 2024

Be it resolved that Council has received the 'List of Accounts' report for Cheques #34018 to #34105 in the total amount of \$324,061.81

TRANSFER STATION ATTENDANCE AND COLLECTED FEES

Presented at the Regular Council Meeting on September 5, 2024

Date	Waste bins pick-up Construction Recycle Garbage Furniture	Location Attendance		Fees collected per type of waste					Cash Fees		Debit/Credit	Combined Site Fee Totals per Day
		King William	Kallio	Brush	Construction	Furniture	Garbage	Shingles	King William Cash Fees	Kallio Cash Fees	Kallio & KW	
Reporting Period - July 23 - August 18, 2024 (Report 11)												
Jul 23	4C/3R/2G/1F	45	27		10		50		50.00	10.00	364.00	424.00
Jul 26		91	36		80		8		32.00	88.00	128.00	248.00
Jul 27		40	20						18.00		98.00	116.00
Jul 28		68	36		10		14		14.00	10.00	242.00	266.00
Jul 29		44	16		20		35		35.00	20.00	12.00	67.00
Jul 30	2C/2P/2G	55	61				6		6.00	220.00	2.00	228.00
Aug 2		111	59		10	80	16		16.00	90.00	350.00	456.00
Aug 3		61	37		10	20	15		15.00	30.00	312.00	357.00
Aug 4		55	43		120	40	6		4.00	162.00	194.00	360.00
Aug 5		67	32		60		6		6.00	60.00	123.00	189.00
Aug 6	2C/3R/2G	96	70		148		19		19.00	148.00	204.00	371.00
Aug 9		77	45		114		39		39.00	114.00	156.00	309.00
Aug 10		56	31		120		41		41.00	120.00	130.00	250.00
Aug 11		72	37		110		51		49.00	112.00	374.00	535.00
Aug 12	4C/2R/1G/1F	22	34				2			2.00	84.00	86.00
Aug 13		39							9.00	10.00	4.00	23.00
Aug 16		85	51						53.00	478.00	402.00	933.00
Aug 17		104	39						10.00	22.00	590.00	622.00
Aug 18		40	20						12.00		88.00	100.00
Count Totals		1228	694	0	812	140	308	0	REPORTING PERIOD GROSS		\$5,940.00	
Station Attendant:		Josh Dresser						Notes:				
Report Date:		August 27, 2024										

DATE OF COUNCIL MEETING	RESOLUTION NUMBER	RESOLUTION	ACTION REQUIRED	STAFF	STATUS	COMPLETED	NOTES/COMMENTS
Jan 11/24	2024-15	Waterhouse to help with Treasurer search	search for treasurer	Nicole	in progress		interviewees to be determined
Jan 18/24	2024-20	GPS tracking system in vehicles	get tracking system installed	Paul		✓	
Feb 1/24	2024-39	Road Policy/Speed change	518 & other roads	Paul		✓	
Feb 15/24	2024-49	Fire Pro	Software	Paul S		✓	
Mar 7/24	2024-75	Policy re waiving fees	policy	Nicole	in progress		investigating review
April 18/24	2024-114	AMPS - bring back revised	Revise to include applicable by-laws	Nicole/Cindy/Jason	in progress		coordinate with all staff
April 18/24	2024-115	Overview Report re Fire Trucks - deem surplus	Determine how to sell/list/sell	Nicole/Stefanie/Paul S		✓	
April 18/24	2024-116	Restrict vehicles on Whites Farm Trails	Fix/secure gates, check trails	Paul A	in progress		checking trails
April 18/24	2024-117	Receive 2024 Staff Q1 Activity Reports	Staff to continue to provide reports	Staff/Mgr		✓	
April 18/24	2024-118	Approve Membership NOW Caucus	Submit membership applications & \$	Nicole/Leslie		✓	
April 18/24	2024-119	Receive AHHC Contribution Spreadsheet	For Council Discussion & Review	Council		✓	
April 18/24	2024-120	Appoint Council Property Standards Committee	Advertise for PSC members	Nicole/Stefanie		✓	
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	in progress		
April 18/24	2024-123	Appoint Area Fire Committee	advise members of meeting/connect	Nicole		✓	
April 18/24	2024-124	Staff complete work Clam Lake Road	Staff to complete work Clam Lake	Paul A		✓	
April 18/24	2024-125	Office Closure - April 24 - Staff work from home	Office Staff work from home	Nicole/Leslie/Cindy/Stef/Matt		✓	
April 18/24	2024-126	Support Final Budget Documents - 6% tax	Bring to May 9/24	Nicole		✓	
April 18/24	2024-127	Draft Sale of Land By-law	Bring to May 9/24 - update by-law	Nicole/Cindy		✓	
May 9/24	2024-139	Trailer By-law	Bring to May 30/24 with septic	Stef/Cindy/Nicole		✓	
May 9/24	2024-140	Approve O. Reg 284-09	Info for Auditors	Leslie		✓	
May 9/24	2024-141	Adopt Budget	Department Heads notified	Cindy/Nicole		✓	
May 9/24	2024-142	Regatta Memorabilia	Regatta Committee to order/sell	Lisa, Leslie		✓	
May 9/24	2024-143	Hazardous Waste Day	Notify Brendar	Cindy/Nicole		✓	
May 9/24	2024-144	MNR - Muskoka Air	Send form to MNR/copy Muskoka Air	Cindy		✓	
May 9/24	2024-145	Sale of Land By-law	update website, planning files	Stef/Cindy/Nicole		✓	
May 9/24	2024-148	Zoning By-law Update		Cindy		✓	
May 9/24	2024-149	Public Works Tenders	post tenders	Stefanie/Paul A		✓	
May 9/24	2024-150	Set Tax Rates	update financial files	Leslie		✓	
May 9/24	2024-151	Appoint Temp. CAO	update payroll	Leslie		✓	
May 30/24	2024-166	Approve ZBLA Mignardi	Prepare by-law for June 20	Cindy/Stefanie		✓	
May 30/24	2024-168	Transfer Station Cards - 911# Properties	Update Admin Staff	Stefanie/Leslie/Cindy		✓	
May 30/24	2024-169	Approve SRA Purchase in Principle	Notify Legal Counsel	Cindy/Stefanie		✓	
May 30/24	2024-170	Approve Training - Adam Lundy	Confirm Training	Paul A/Leslie		✓	
May 30/24	2024-171	Support WORC - \$300	Send Support \$	Leslie		✓	
May 30/24	2024-172	Approve Sale Surplus Fire Equipment	Complete Sale	Paul A/Paul S		✓	
May 30/24	2024-173	Approve Sale Backhoe	Complete Sale	Paul A		✓	
May 30/24	2024-174	Further investigation - sign options	Determine alternatives for sign	Paul A		✓	
May 30/24	2024-175	Receive Boat Ramp Update	Thank Staff	Cindy		✓	
May 30/24	2024-176	Support Well Water Testing	Send Letters of Support	Stefanie		✓	
May 30/24	2024-177	Support Turtle Presentation	Notify Staff/Library/Jasmin	Stefanie		✓	
May 30/24	2024-178	Directs Staff re Touch a Truck	Notify Paul A & Paul S Cheryl Attend SEPSDPB/Cindy send to	Cindy		✓	
May 30/24	2024-179	Continue Support Conset Applications (Armstrong)	Linda	Cheryl/Cindy		✓	
May 30/24	2024-180	Move Toronto Zoo correspondence to June 20	Add to Agenda	Stefanie/Cindy		✓	
May 30/24	2024-181	Extend Appointment By-law Karen Fraser	Pass By-law	Cindy		✓	
May 30/24	2024-182	Appoint Cindy Filmore Acting Clerk	Pass By-law	Cindy		✓	
June 20/24	2024-192	Consent List	Upload Minutes	Stefanie		✓	
June 20/24	2024-193	Support KDSR Grant Application	assist KDSR	Cindy		✓	

June 20/24	2024-194	Award Bice Bursary	design Certificate/issue cheque/attend	Cheryl/Cindy		✓
June 20/24	2024-195	SR report re Tenders	award tenders/contact bidders post notice for intent to pass at July 11th meeting	Paul A		✓
June 20/24	2024-196	Trailer By-law	11th meeting	Cindy/Stefanie		✓
June 20/24	2024-197	Support Rickward MNR	Complete form, send to MNR	Cindy		✓
June 20/24	2024-198	Declare Regatta Festival	notify by-law, PW	Cindy		✓
June 20/24	2024-199	Junior Fire Fighter	notify Jr. Fire Fighter	Paul S.		✓
June 20/24	2024-200	Support Resolution, Metro Zoo Exotic Animals	send out support letters	Stefanie		✓
June 20/24	2024-201	AHHC	send \$2000 from reserves	Leslie		✓
June 20/24	2024-202	Regional Fire Services	send resolution to Perry	Cindy		✓
June 20/24	2024-203	Support Dallaire Consent	send resolution to SEPSDPB	Cindy		✓
June 20/24	2024-204	MMAH Training	review budget/book training review bookings/meeting, notify	Nicole		✓
June 20/24	2024-205	Consider Seniors re meetings/bookings	Cathy passed motion for continuing without connectivity after 15 mins contrary to	Nicole/Stefanie		✓
June 20/24	2024-206	AV/Internet Connectivity	Procedure Bylaw	no follow-up required		✓
June 20/24	2024-207	Transfer Station Operations	review/provide report September	Paul A. /Nicole	in progress	
June 20/24	2024-208	Buoys for Regatta	purchase buoys/\$s from reserves	Stefanie/Leslie		✓
June 20/24	2024-210	Support Infrastructure	Send Letters of Support Send to Planner and Applicant and	Stefanie		✓
June 20/24	2024-211	By-law - Mignardi ZBL	post notice of passing	Cindy		✓
June 20/24	2024-211	Appoint CBO Bylaw	determine legal re appoint backdate	Nicole		✓
July 11/24	2024-224	Defer Approval of RZ 05-23 (Waffle) pending	inform planners	Cindy		✓
July 11/24	2024-227	Approves Agreement - Jennifer Joiner	send agreement to Jennifer	Nicole		✓
July 11/24	2024-228	Approves By-law - CBO	complete	Nicole		✓
July 11/24	2024-229	Approves Agreement - Tatham	notify Tatham	Paul A. /Nicole		✓
July 11/24	2024-230	Send RCIP for ACED	send RCIP	Stefanie/Cindy		✓
July 11/24	2024-231	Support Service Phase for Bus Services	send support resolution	Stefanie/Cindy		✓
July 11/24	2024-232	Town Hall Meeting	poll public, arrange meeting	Nicole/Stefanie		✓
August 1/24	2024-241	Staff Memo re Sand Lake Boat Launch	nil			✓
August 1/24	2024-242	John Deere Backhoe	nil Contact Planning Board/owner re 3			✓
August 1/24	2024-243	Rock Point Road Deviation	way cost	Cindy	in progress	
August 1/24	2024-244	Fireworks Permit	Enjoy the Fireworks!	Everyone		✓
August 1/24	2024-245	Draft Establish & Regulate Fire & Emergency Servi	Bring back to Council	Paul S	in progress	
August 1/24	2024-246	Zoning By-law Amendments	Move toward OP, SP and ZBL updates	Cindy/Nicole		✓
August 1/24	2024-247	Town Hall Meeting Dates	Schedule Town Hall Meetings	Nicole		✓
August 1/24	2024-248	MMAH and IC Training	nil			✓
August 1/24	2024-249	Pannbros	Pass By-law Prepare policy for Council re			✓
August 1/24	2024-250	Donation Muskoka Watershed	donations	Cindy	in progress	
August 1/24	2024-255	Gift Land to Follick	move forward with gifting	Nicole	in progress	

P.O. Box 490
7 Creswell Drive
Trenton, Ontario K8V 5R6
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841
Toll Free: 1-866-485-2841
virinial@quintewest.ca
clerk@quintewest.ca

Virginia LaTour, Deputy City Clerk

August 15, 2024

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2
Via Email - justin.trudeau@parl.gc.ca

RE: Notice of Motion – Councillor Stedall – The Canada Community-Building Fund

Dear Prime Minister:

This letter will serve to advise that at a meeting of City of Quinte West Council held on August 14, 2024 Council passed the following resolution:

Motion No 24-366 – Notice of Motion - Councillor Stedall - The Canada Community-Building Fund
Moved by Councillor Stedall
Seconded by Councillor McCue

Whereas the City of Quinte West is entering into an agreement to receive Canada Community-Building Funds, which is administered by the Association of Ontario Municipalities of Ontario (AMO) on behalf of the Federal government;

And whereas the funding allocations are less that 2% year over year for the next 5 years;

And whereas the amounts allocated in the past 5 years were less than 2% year over year;

And whereas non-residential construction price inflation has risen by 29% since the end of 2020 and municipalities are facing soaring costs for infrastructure projects without a corresponding growth in revenue;

And whereas there is a requirement for municipalities to complete an asset management plan and a housing needs analysis;

And whereas both of these plans show the large funding gap between infrastructure and housing needs and funds available from property taxation;

And whereas The City of Quinte West has over \$1.5 billion in core infrastructure assets and, like other municipalities, its infrastructure is aging and in need of upgrades and replacement;

And whereas The City's Asset Management Plan requires \$37 million annually to maintain existing assets which, based on current available funding, is resulting in an annual infrastructure deficit of over \$17.1 million;

And whereas municipalities are facing a gap in federal infrastructure funding as the 10-year Investing in Canada Infrastructure Program has come to an end;

Now therefore be it resolved that the City of Quinte West calls on the Federal Government to provide a supplement to the allocations provided to municipalities under the AMO CBBF agreement for 2024 - 2028 for the same amount that was allocated, effectively doubling the allocation for those years;

And further that this resolution be forwarded to MFOA, AMO, MP Ryan Williams, and Federal Finance Minister Chrystia Freeland, and all Municipalities in Ontario.
Carried

We trust that you will give favourable consideration to this request.

Yours Truly,

CITY OF QUINTE WEST

A handwritten signature in black ink, appearing to read 'Virginia LaTour', written over a horizontal line. The signature is stylized and somewhat cursive.

Virginia LaTour,
Deputy City Clerk

cc: Donna Herridge, Executive Director, MFOA
Colin Best, President, AMO
Ryan Williams, MP, Bay of Quinte
Hon. Chrystia Freeland, Deputy Prime Minister and Minister of Finance
All Municipalities of Ontario

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
020-001 - Tax Levy-Set Up Taxes			4,564,362.70	4,599,315.00	(34,952.30)	99.2
020-002 - Supplementaries			(107.45)	15,000.00	(15,107.45)	100.7-
020-003 - Grant-in-Lieu/Canada Post/Ont Graphite		1,215.87	1,215.87		1,215.87	
020-201 - Education Req - EP		(201.96)	(291,294.73)	(578,208.00)	286,913.27	50.4
020-202 - Education Req - FP			(1,469.47)	(2,889.00)	1,419.53	50.9
020-203 - Education Req - ES			(17,212.74)	(34,395.00)	17,182.26	50.0
020-204 - Education Req - FS			(3,680.64)	(7,316.00)	3,635.36	50.3
021-001 - OMPF Grant			540,450.00	720,600.00	(180,150.00)	75.0
021-002 - AMO Gas Tax Revenue (Re: Funds spent)				122,785.00	(122,785.00)	
021-005 - NORDS Funding (Prev.Main Street)				330,000.00	(330,000.00)	
021-023 - OPP Detachment Revenue			615.00	1,460.00	(845.00)	42.1
021-421 - Provincial Offences Act (P.O.A.)			(1,000.00)	5,170.00	(6,170.00)	119.3-
021-422 - CSPT-Court Security Prisoner Transport			268.00	1,071.00	(803.00)	25.0
021-423 - OCLIF (Cannabis)				500.00	(500.00)	
021-502 - Aggregate Resources Trust			224.26	224.00	0.26	100.1
021-504 - OCIF Formula Based Funding			135,095.00	302,264.00	(167,169.00)	44.7
021-601 - Recycling/Hazardous Waste Grants			23,253.79	83,688.00	(60,434.21)	27.8
021-711 - Elderly Persons Operating Grant			10,000.00	13,375.00	(3,375.00)	74.8
021-712 - Elderly Persons Special Grant			8,290.11	8,738.00	(447.89)	94.9
021-714 - Seniors Active Living Fair			2,500.00	2,500.00		100.0
021-823 - NOHFC - KCC renovation				130,496.00	(130,496.00)	
021-901 - NOHFC-Youth Intern				4,038.00	(4,038.00)	
022-321 - Tax Certificates		100.00	800.00	2,260.00	(1,460.00)	35.4
022-322 - Fax & Photocopy Revenue		5.31	28.41	290.00	(261.59)	9.8
022-401 - Fire Dept Misc. Revenue			(954.28)	6,000.00	(6,954.28)	115.9-
022-441 - Bldg. Dept - Bldg & Zoning Compliance			800.00	2,290.00	(1,490.00)	34.9
022-442 - Bldg Dept - Abandoned Permits				5,040.00	(5,040.00)	
022-443 - Bldg Dept - Special Inspections				470.00	(470.00)	
022-491 - 911 Civic Number Signs			440.00	1,080.00	(640.00)	40.7
022-601 - Trans. Stn. Tipping Fees/Other Revenue		5,380.00	36,041.59	30,420.00	5,621.59	118.5
022-811 - Kearney Dog Sled Revenue			28,942.00	28,942.00		100.0
022-812 - Regatta Revenue		14,624.05	29,699.05	23,000.00	6,699.05	129.1
022-813 - Rec Programs - Misc Revenues		2,531.40	9,873.03	9,000.00	873.03	109.7
022-821 - KCC Revenue		105.00	255.00	4,000.00	(3,745.00)	6.4
022-841 - Art Show Revenue			9,063.78	8,100.00	963.78	111.9
022-901 - Planning Revenue		2,150.00	9,253.17	12,000.00	(2,746.83)	77.1
023-001 - Lottery Lic. Revenue			999.90	1,130.00	(130.10)	88.5
023-002 - Trailer License Revenue			2,800.00	3,130.00	(330.00)	89.5
023-003 - Marriage License Revenue		250.00	250.00	130.00	120.00	192.3

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
023-004 - Encroachment Revenue				200.00	(200.00)	
023-401 - Fire Permits & Inspection Revenue		123.00	6,001.00	6,960.00	(959.00)	86.2
023-441 - Building Permits Revenue		1,910.00	57,117.40	190,310.00	(133,192.60)	30.0
023-461 - Dog Tags			445.00	250.00	195.00	178.0
023-501 - Driveway/Entrance/Oversize/Permits			5,100.00	3,770.00	1,330.00	135.3
024-821 - Community Hall-Gym Rentals			1,249.12	5,000.00	(3,750.88)	25.0
024-822 - Senior's Lounge		321.24	421.24	1,000.00	(578.76)	42.1
025-501 - SOES-Scarborough School Brd Rd Maint.			5,967.38	11,935.00	(5,967.62)	50.0
026-001 - Bank Interest			101,754.68	163,000.00	(61,245.32)	62.4
026-002 - Interest On Taxes			29,090.09	58,500.00	(29,409.91)	49.7
027-001 - By-Law Enforcement Revenue (Fines)			4,255.00	4,000.00	255.00	106.4
027-811 - Centennial Committee Revenue			20.00	100.00	(80.00)	20.0
028-001 - Miscellaneous Revenue		106.15	740.84	2,500.00	(1,759.16)	29.6
028-002 - Sale of Surplus Lands				230,000.00	(230,000.00)	
028-003 - Asset sale/insurance proceeds			54,295.49	45,250.00	9,045.49	120.0
028-801 - Parkland Revenue Re: Funds spent				32,185.00	(32,185.00)	
028-802 - Parkland Dedic.Cash-in-lieu:HOLDING ACCT			2,900.00		2,900.00	
029-001 - Transfer from Reserves			9,664.00	29,339.00	(19,675.00)	32.9
029-002 - Prior Year Surplus (budget only)				475,871.00	(475,871.00)	
Revenue Totals:		28,620.06	5,378,822.59	7,115,868.00	(1,737,045.41)	75.6
030-001 - Council Honorariums			32,850.00	55,500.00	22,650.00	59.2
030-010 - Council EHT & CPP			1,998.82	1,320.00	(678.82)	151.4
030-020 - Council Sundry Expenses		29.38	525.56	4,000.00	3,474.44	13.1
030-035 - Council Insurance			1,135.08	1,135.00	(0.08)	100.0
030-040 - Council Training, Dues & Mileage			6,081.53	7,500.00	1,418.47	81.1
030-050 - Council Donations			3,350.00	6,115.00	2,765.00	54.8
031-020 - Election Expenses		1,424.64	2,330.31	2,450.00	119.69	95.1
031-900 - Transfer to Election Reserve			4,075.00	4,075.00		100.0
031-902 - Transfer to UFCW Reserve			2,500.00	2,500.00		100.0
032-001 - Administration - Wages & Benefits		27,403.26	264,194.60	556,000.00	291,805.40	47.5
032-002 - Years of Service Awards				750.00	750.00	
032-020 - Office Postage, Supplies and Sundries		160.84	6,284.76	12,800.00	6,515.24	49.1
032-023 - Computer and Equipment Maint & Paper		902.20	32,255.83	45,000.00	12,744.17	71.7
032-025 - CGIS Expenses			9,375.93	13,275.00	3,899.07	70.6
032-026 - Advertising		690.95	1,123.43	2,500.00	1,376.57	44.9
032-027 - Association Dues		305.28	4,494.80	5,040.00	545.20	89.2
032-030 - Telephone		167.80	2,504.61	4,225.00	1,720.39	59.3

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
032-031 - Hydro		872.70	4,443.14	7,485.00	3,041.86	59.4
032-035 - Insurance-Administration			62,676.89	62,677.00	0.11	100.0
032-036 - Insurance Claim Deductibles				15,000.00	15,000.00	
032-040 - Training & Professional Development		(122.28)	4,344.00	10,000.00	5,656.00	43.4
032-050 - MPAC - Property Assessment			42,633.81	56,845.00	14,211.19	75.0
032-051 - Contracted General Legal/Title Searches		8,074.69	35,865.05	50,000.00	14,134.95	71.7
032-053 - Auditor			(4,117.12)	22,769.00	26,886.12	118.1
032-054 - Contracted Accounting			32,050.05	35,100.00	3,049.95	91.3
032-056 - Human Resources Consultant				20,982.00	20,982.00	
032-057 - CUPE Negotiation Costs-Legal/other		345.48	8,759.52	50,000.00	41,240.48	17.5
032-058 - UFCW Negotiation Costs-Legal/other				1,500.00	1,500.00	
032-060 - Property Tax Write Offs		1,331.65	4,443.85	12,500.00	8,056.15	35.6
032-065 - Bank Charges & Interest			2,276.54	2,570.00	293.46	88.6
032-100 - Mileage Expenses			42.86	100.00	57.14	42.9
032-800 - General Government Capital			32,142.99	80,000.00	47,857.01	40.2
032-900 - Provisions for Reserves			316,274.00	316,274.00		100.0
040-001 - KVFD - Fire Wages & Benefits		8,377.10	71,760.95	117,800.00	46,039.05	60.9
040-003 - KVFD - Volunteer Compensation&Training		60.17	(4,486.56)	108,000.00	112,486.56	104.2
040-010 - KVFD - Volunteer WSIB, EHT				6,930.00	6,930.00	
040-020 - KVFD - Administrative Expenses		547.18	5,347.73	7,800.00	2,452.27	68.6
040-022 - KVFD - Public Education		2,089.28	3,427.02	3,000.00	(427.02)	114.2
040-023 - KVFD-Repeater Tower & Dispatch Services		247.58	2,514.89	7,500.00	4,985.11	33.5
040-025 - KVFD - Equipment Maintenance		1,106.74	4,779.15	8,000.00	3,220.85	59.7
040-026 - KVFD - Small Equipment Purchases		287.40	10,952.43	10,529.00	(423.43)	104.0
040-030 - KVFD - Telephone		286.15	688.17	450.00	(238.17)	152.9
040-031 - KVFD - Hydro/Heat		396.05	5,857.57	8,600.00	2,742.43	68.1
040-032 - KVFD - Building Expenses			14,418.59	15,000.00	581.41	96.1
040-035 - KVFD - General & Firefighters Insurance			43,978.52	43,978.00	(0.52)	100.0
040-041 - KVFD - Joint Training Officer			8,340.82	17,182.00	8,841.18	48.5
040-042 - KVFD - Uniforms			1,442.13	6,000.00	4,557.87	24.0
040-060 - MNR Fire Agreement				7,875.00	7,875.00	
040-100 - KVFD - Vehicle Expenses		711.64	19,141.45	22,000.00	2,858.55	87.0
040-723 - 2007 E-One Pumper/Tanker Principal			6,597.00	9,762.00	3,165.00	67.6
040-724 - KVFD-2007 E-One Pumper/Tanker Interest				3,432.00	3,432.00	
040-800 - KVFD - Capital Purchases Equipment			94,800.93	124,475.00	29,674.07	76.2
041-021 - 1st Response - Medical Supplies		558.14	1,566.00	2,500.00	934.00	62.6
042-020 - Policing (Realignment)			151,080.00	302,160.00	151,080.00	50.0
044-001 - Building Dpt Wages & Benefits		19,603.83	137,411.65	149,900.00	12,488.35	91.7
044-020 - Building Dpt Office Expense		59.37	19,882.96	4,300.00	(15,582.96)	462.4

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
044-027 - Building Department Memberships			521.20	577.00	55.80	90.3
044-040 - Building Dept Training & Misc			3,572.23	7,000.00	3,427.77	51.0
044-058 - Building Department Legal			26,009.07	15,000.00	(11,009.07)	173.4
044-100 - Bldg Dept Mileage&Vehicle exp		545.50	6,573.43	4,900.00	(1,673.43)	134.2
044-800 - Building Dept Capital purchases			1,027.78	1,100.00	72.22	93.4
045-020 - By-Law Expenses / Mileage		55.22	27,849.82	61,500.00	33,650.18	45.3
045-021 - B/L Enfor-Prop. Cleanup/Impound/Legal			2,978.60		(2,978.60)	
045-023 - By-law Training				2,000.00	2,000.00	
046-020 - Animal Control Costs				1,000.00	1,000.00	
049-020 - Emergency Measures Expenses			1,004.54	2,850.00	1,845.46	35.3
050-001 - PW -General Overhead Wages & Benefits			55,306.52		(55,306.52)	
050-002 - PW-Shop Maintenance Wages			8,904.77		(8,904.77)	
050-020 - Garage - Bldg & Equip Supplies/R&M		4,765.22	30,529.24	50,000.00	19,470.76	61.1
050-030 - Telephone/Radio		460.34	4,488.58	5,600.00	1,111.42	80.2
050-031 - Garage - Hydro/Heat			9,081.74	13,780.00	4,698.26	65.9
050-035 - Municipal Insurance - Roads			44,105.23	44,105.00	(0.23)	100.0
050-040 - Employee Expenses & Training		60.17	6,129.47	12,000.00	5,870.53	51.1
050-050 - PW- Roads Needs Study		2,757.79	2,757.79		(2,757.79)	
050-100 - Public Works All Vehicle Fuel		2,797.76	41,794.65	85,000.00	43,205.35	49.2
050-101 - PW - Wages & Benefits Equipment Mtce			13,465.45		(13,465.45)	
050-106 - 2021 Dodge #9 fuel, license, repairs			992.76	815.00	(177.76)	121.8
050-110 - 2023 Dodge Ram 1500 License/Rprs/Fuel		257.60	1,577.84	2,000.00	422.16	78.9
050-111 - 2024 Dodge Ram 2500 Licence/Repair		88.29	549.91	500.00	(49.91)	110.0
050-120 - 2008 Sterling Tandem #6		88.29	3,845.33	1,750.00	(2,095.33)	219.7
050-121 - 2016 Freightliner Plow Truck			3,070.88	5,000.00	1,929.12	61.4
050-122 - 2019 Ford 550 - License and repairs		88.29	2,328.12	3,500.00	1,171.88	66.5
050-123 - 2020 Freightliner License and Repairs			3,067.99	14,000.00	10,932.01	21.9
050-124 - 2024 Freightliner Licence and Repairs		88.29	6,271.88	3,000.00	(3,271.88)	209.1
050-125 - Ford 550 Sanding Unit Truck 8			1,516.20	1,000.00	(516.20)	151.6
050-135 - Cat Excavator			1,272.00	5,000.00	3,728.00	25.4
050-145 - Equip. #5 - Steamer Propane/Repairs				500.00	500.00	
050-155 - Equip # 6 - Grader Repairs		155.75	14,030.28	25,000.00	10,969.72	56.1
050-160 - Repairs - CAT Backhoe (prev.John Deere)			7,590.47	5,000.00	(2,590.47)	151.8
050-165 - Trackless Sidewalk Unit				100.00	100.00	
050-166 - Sweeper			4,961.50	3,000.00	(1,961.50)	165.4
050-170 - Public Works Trailer (Float)				1,000.00	1,000.00	
050-728 - West Bay Rd Loan - Principal				8,629.00	8,629.00	
050-729 - West Bay Road Loan-interest			8,754.99	96.00	(8,658.99)	9119.8
050-801 - PW Capital Building & Equipment			206,969.47	217,721.00	10,751.53	95.1

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
050-802 - Capital Road Construction		25,140.77	46,005.98	961,000.00	914,994.02	4.8
050-803 - Bridges & Culverts Capital			20,476.70	12,750.00	(7,726.70)	160.6
050-805 - PW Wages - construction			632.99		(632.99)	
050-900 - PW - Transfer to Reserve			240,000.00	240,000.00		100.0
051-001 - PW - Paved Rd Wages & Benefits			7,087.65		(7,087.65)	
051-020 - Cold Patch/Patching (Paved Road)			4,533.67	24,000.00	19,466.33	18.9
051-022 - Line Painting (Paved Road)				13,500.00	13,500.00	
051-023 - Stormwater System Maint./Catch Basin				20,000.00	20,000.00	
052-001 - PW - Unpaved Rd Wages & Benefits			11,005.22		(11,005.22)	
052-020 - Gravel - Unpaved Roads			1,545.04	13,500.00	11,954.96	11.4
052-021 - Dust Control (Unpaved Roads)			30,008.43	40,000.00	9,991.57	75.0
052-023 - Armour/Joly Road Mtce Agreements			3,358.09	3,358.00	(0.09)	100.0
053-001 - PW -Bridges and CulvertsWages & Benefits			217.98		(217.98)	
053-020 - Bridge Op Expenses (Repairs/Inspections)				8,345.00	8,345.00	
053-021 - Culverts and Bridges				1,000.00	1,000.00	
054-001 - Roadside Wages&Benefits			3,617.23		(3,617.23)	
054-020 - Roadside - Mowing/Brushing				8,000.00	8,000.00	
054-021 - Roadside - Signs			4,965.38	1,500.00	(3,465.38)	331.0
054-022 - Roadside Beaver Trapping		800.00	1,800.00	1,200.00	(600.00)	150.0
054-023 - Roadside - Guardrails				750.00	750.00	
055-001 - PW - Winter Control Wages & Benefits			48,297.15	64,000.00	15,702.85	75.5
055-021 - Carillion/Fowler Winter Road Agmts			4,163.62	5,225.00	1,061.38	79.7
056-001 - PW - Streetlights Wages & Benefits			316.49		(316.49)	
056-020 - Street Lights		545.90	4,943.26	5,230.00	286.74	94.5
059-001 - PW-Wages & Benefits Holding Account		30,131.17	301,522.86	601,300.00	299,777.14	50.2
059-002 - PW wages and benefits-allocated			(154,841.12)		154,841.12	
060-001 - Transfer Station Wages & Benefits		4,480.05	48,981.20	77,800.00	28,818.80	63.0
060-002 - PW and Facilities Wages-transfer stn			4,030.55		(4,030.55)	
060-021 - Joint Waste Management			47,969.95	95,940.00	47,970.05	50.0
060-022 - BFI - Recycling		14,786.92	62,676.78	124,730.00	62,053.22	50.3
060-023 - BFI - Shingles & Metal		10.18	1,737.63	6,030.00	4,292.37	28.8
060-024 - Trans. Stn Operating Expense		193.19	15,692.62	16,000.00	307.38	98.1
060-026 - Hazardous Waste Days				11,130.00	11,130.00	
060-031 - Trans. Stns - Hydro & Phones		127.55	2,026.61	3,000.00	973.39	67.6
060-035 - Transfer Station Insurance (Backhoe)			487.58	488.00	0.42	99.9
060-060 - Trans Stn-John Deere Backhoe Repairs			13,749.25	10,000.00	(3,749.25)	137.5
060-061 - 2014 Ford F150 Operating Costs		282.70	3,728.99	7,500.00	3,771.01	49.7
060-100 - Landfill Closure and Post-Closure			552.05	14,100.00	13,547.95	3.9
060-800 - Transfer Station Capital			1,541.67	40,000.00	38,458.33	3.9

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
070-020 - North Bay/Parry Sound Dist. Health Unit		2,364.67	21,282.03	28,376.00	7,093.97	75.0
070-021 - Ambulance		33,523.00	100,569.23	134,092.00	33,522.77	75.0
070-022 - Almaguin Highlands Health Ctre Committee			8,007.00	6,007.00	(2,000.00)	133.3
070-900 - To Reserve - Muskoka Hospital			108,750.00	108,750.00		100.0
071-022 - Eastholme - Levy		34,819.00	104,457.00	139,276.00	34,819.00	75.0
071-025 - DSSAB (Social Service Admin Board)			44,255.28	177,021.00	132,765.72	25.0
071-032 - Seniors Grant - Kearney Maint./Exp.			1,258.67	2,000.00	741.33	62.9
071-033 - Seniors One Time Grant Expenses			8,290.11	8,738.00	447.89	94.9
071-034 - Senior's Active Living Fair			2,493.51	2,500.00	6.49	99.7
080-001 - Parks Wages & Benefits		2,442.23	4,452.36	7,800.00	3,347.64	57.1
080-002 - PW and Facilities wages - Parks			2,177.52		(2,177.52)	
080-020 - Parks & Trails Maintenance and Supplies		420.81	5,239.36	6,000.00	760.64	87.3
080-024 - Boat Ramps and Docks Maintenance				1,500.00	1,500.00	
080-025 - Parks - Town Dock Hydro		26.30	170.78	350.00	179.22	48.8
080-027 - R.Bice Sust.Ctre & Wilderness Experience				1,000.00	1,000.00	
080-035 - Parks & Recreation Insurance			17,588.88	17,589.00	0.12	100.0
080-090 - Parks - Lions Park/Rink		3,034.61	8,517.58	4,100.00	(4,417.58)	207.8
080-100 - Parks veh. 2021 Dodge Operating Expenses		221.89	2,129.78	5,000.00	2,870.22	42.6
080-801 - Boat RampsDocks Capital (Incls 080-803)			7,470.67	100,000.00	92,529.33	7.5
080-802 - Parks Capital			2,055.56	12,100.00	10,044.44	17.0
080-804 - Lion's Park Capital Projects				10,000.00	10,000.00	
081-001 - Recreation - Swimming Wages&Benefits				7,800.00	7,800.00	
081-002 - PW and Facilities Wages - Rec Programs			1,339.01		(1,339.01)	
081-020 - Recreation Program Expenses		695.95	6,769.65	13,000.00	6,230.35	52.1
081-021 - Swimming Program Expenses				2,700.00	2,700.00	
081-035 - Municipal Insurance-Volunteers			810.00	810.00		100.0
081-050 - KCC Committee				4,000.00	4,000.00	
081-051 - Recreation Special Events		641.00	881.00	4,000.00	3,119.00	22.0
081-501 - Dog Sled Races Expenditures		114.33	28,256.14	28,942.00	685.86	97.6
081-502 - Regatta/Fireworks Expenditures		721.78	28,621.42	23,000.00	(5,621.42)	124.4
081-902 - Regatta band shelter transfer to reserve			800.00	800.00		100.0
082-001 - KCC - Wages & Benefits		5,132.52	42,907.32	124,500.00	81,592.68	34.5
082-002 - KCC Wages- Allocated to Other Functions			(2,489.16)		2,489.16	
082-003 - Public Works Wages - Facilities			931.75		(931.75)	
082-020 - KCC - Supplies & Maintenance		16.24	10,123.21	17,000.00	6,876.79	59.6
082-021 - KCC - Water Operations & Maint.			1,000.77	1,500.00	499.23	66.7
082-031 - KCC - Hydro/Heat		1,803.57	11,797.80	18,000.00	6,202.20	65.5
082-035 - KCC - Insurance			9,973.94	9,974.00	0.06	100.0
082-040 - KCC - Employee Expenses and Training			501.60	1,000.00	498.40	50.2

Report Date
2024-08-28 2:27 PM

Town of Kearney
Budgetary Control
For the Period 2024-01-01 - 2024-08-31

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
082-800 - KCC - Capital Expenses		1,210.56	281,392.61	448,129.00	166,736.39	62.8
083-020 - Library Levy			46,015.00	46,345.00	330.00	99.3
083-021 - Library - Operating Expenses		232.72	1,753.23	2,110.00	356.77	83.1
084-020 - Art Show Expenses			8,153.46	8,100.00	(53.46)	100.7
090-020 - Planning Misc. Expenses			1,962.70	15,000.00	13,037.30	13.1
090-021 - Official Plan & Zoning				75,000.00	75,000.00	
090-022 - LPAT Planning Appeals			92.65		(92.65)	
091-020 - Economic Development Misc. Expenses			1,129.54	1,400.00	270.46	80.7
Expense Totals:		252,045.34	3,784,037.43	7,115,868.00	3,331,830.57	53.2
Net Surplus (Deficit):		(223,425.28)	1,594,785.16		1,594,785.16	

Accounts Printed: 239

**TOWN OF KEARNEY
RECREATION COMMITTEE MEETING MINUTES
Council Chambers
Tuesday, July 9, 2024 – 3:00 p.m.**

Members Present: C-A Nicole Gourlay, Councillor Jill Sharer, Bea Dubuc, Janet Dunsmore, Patti Kennerly, Tracey Mashinter, Pauleen Patton, Karen Pudsy and Laura Seaton.

1. Call Meeting to Order – meeting called to order at 3:08 pm.

2. Approval of Agenda

Res. No. 30-24 Jill Sharer, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the agenda as circulated.

CARRIED

3. Disclosure of Interest

None noted.

4. Delegations/Presentations

None

5. Adoption of Previous Meeting Minutes

Res. No. 31-24 Karen Pudsy, Patti Kennerly

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adopts the minutes of April 9, 2024, June 18, 2024, and May 14th, 2024 as circulated.

CARRIED

6. Items for Discussion

6.1 Staff Report REC2024-01– June Activity Report (with financial report to be provided at the meeting)

The Committee suggested that advertising for events we are hosting or supporting/partnering on, need to be done more in advance. The change of date for the Canada Day Celebration was good as it saw roughly 150 people in attendance. No financial report was available at the time of the meeting, the committee requested that a year to date be given at each committee meeting, moving forward.

6.2 Swimming Instructor DRAFT Contract & Memo re: Insurance reimbursement

Res. No. 32-24 Janet Dunsmore, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to pay \$300.00 (reimbursement) of the swim instructor's insurance.

CARRIED

6.3 Staff Report REC2024-02 – Upcoming Events for Q3 & Q4 2024

Res. No. 33-24 Tracey Mashinter, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney approves the First Aid Level C and basic first aid training as a recreation event on October 9th 2024 for \$50.00/person.

CARRIED

The Committee asked the C-A to bring back this report to the next meeting for members to comment on future programming for 2024.

6.4 Memo Re: Community book/puzzle exchange Box

Res. No. 34-24 Karen Pudsy, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney approves a donation to the library for \$160.00 to go towards the Community Box.

CARRIED

6.5 Baseball Team verbal update regarding Blue Jays Field Trip

Res. No. 35-24 Patti Kennery, Tracey Mashinter

BE IT RESOLVED that the Recreation Committee of the Town of Kearney approves paying for the \$10.00/person fee for the bus and the tickets for only team players for the Blue Jay Field Trip; AND FURTHER that we agree to pay for Coach Lumley to attend the game as a thank you.

CARRIED

7. New Business

7.1 Pickleball Coverage for Q3

The calendar was passed around for members to sign up to be available for pickleball coverage on Wednesday afternoons and Thursday evenings.

7.2 Recreation Communications (ie. Newsletter)

The Committee would like to start a newsletter regarding the good news of the Recreation Committee through a newsletter. The C-A outlined that Staff are working on a newsletter for the municipality as a whole to better inform the public as to all the things happening in the Town. The Committee asked to start one soon and then intergrade it into the Town one later on to ensure people know about the stuff happening. The Committee members agreed to put something together and bring it to the C-A for review before putting it out to the public.

8. Adjournment

Res. No. 36-24 Janet Dunsmore, Karen Pudsy

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the Rec Meeting at 5:00 p.m. to meet again at 3:00p.m. on the 13th of August 2024.

CARRIED

Chair

Secretary



**The Corporation of the
Township of Perry**

Box 70 1695 Emsdale Road Emsdale, Ontario P0A 1J0

Date: July 17, 2024

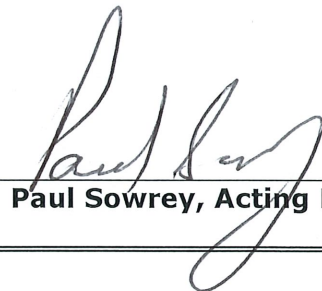
Resolution No.: 2024- 214

Moved By: Margaret Ann MacPhail **Seconded By:** Jim Cushman

Be it resolved that the Council of the Corporation of the Township of Perry hereby receives the motion from the Almaguin Highlands Health Council requesting that each municipality within their catchment area contribute 10% of approximately \$20,000 for their 'Almaguin Highlands Health Care Assessment and Strategy Roadmap' project;

And further that Council hereby supports, in principle, the Township of Perry's contribution of 10% of \$20,000 for this project.

Carried: Defeated:


Paul Sowrey, Acting Mayor

RECORDED VOTE		
Council	For	Against
Councillors		
Jim Cushman		
Joe Lumley		
Margaret Ann MacPhail		
Acting Mayor		
Paul Sowrey		



**The Corporation of the
Township of Perry**

Box 70 1695 Emsdale Road Emsdale, Ontario P0A 1J0

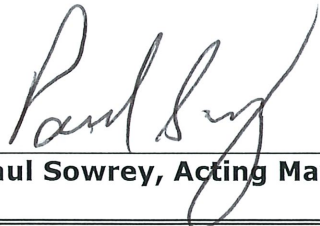
Date: July 17, 2024

Resolution No.: 2024- 215

Moved By: Jim Cushman **Seconded By:** Joe Lumley

Be it resolved that the Council of the Corporation of the Township of Perry hereby supports the Almaguin Highlands Health Council's request for the Village of Burk's Falls to demonstrate how the municipalities within the catchment area could be involved in the ownership model of the building at 150 Huston Street.

Carried: **Defeated:**


Paul Sowrey, Acting Mayor

RECORDED VOTE		
Council	For	Against
Councillors Jim Cushman		
Joe Lumley		
Margaret Ann MacPhail		
Acting Mayor Paul Sowrey		



Hon. Melanie Joly, Minister of Foreign Affairs of Canada
Hon. Mary Ng, Minister of Export Promotion, International Trade & Economic Development of Canada
Hon. Francois-Phillip Champagne, Minister of Innovation, Science, & Industry of Canada
Innovation Science & Economic Development Canada (ISED)
Government of Canada
MP Marilyn Gladu
MPP Bob Bailey
(sent via e-mail)

Re: Underserviced Cellular Communication Services in Rural and Urban Centres in the Town of Plympton-Wyoming, other Rural and Urban Centres across Lambton County, and beyond

Please be advised that the Council of the Town of Plympton-Wyoming, at its meeting on July 31st, 2024, passed the following resolution:

Whereas the Government of Canada and The Town of Plympton-Wyoming have approved 2 new Cell Tower installations, yet no installations have occurred. ISED regulations state, *“Following the consultation, and once the company and local municipality agree, the tower must be built within three years.”*

And Whereas the Town of Plympton-Wyoming is not able to utilize all the available modern technology for Fire Services due to the lack of cell signals and reliable cellular service coverage in our rural and urban communities.

And Whereas residents of our community are not able to have reliability and confidence in our telecommunications infrastructure for our commercial establishments and economic growth, employment, school, virtual medical appointments, mental health, welfare and emergency services.

And Whereas Many areas are considered “Dead Zones” causing rural and urban communities to incur prohibitive costs which include roaming and overage fees and/or alternative resources in order to gain basic and limited communication functionality.

And Whereas the Federal Government is already exploring 6G services, yet existing Cell Towers in The Town of Plympton-Wyoming are only providing 3G which is ending in 2025, LTE and 4G service – where these services are even available.

And Whereas the ISED has committed to have a reliable Network and states that, *“Reliable telecommunications networks have never been more crucial. They support not only a wide range of economic and social activities but also other critical infrastructure sectors and*

government services, and they are crucial for emergency services and public safety. They are fundamental to the safety, prosperity and well-being of Canadians.”

And Whereas the top priority of the ISED as stated in the Telecommunications Reliability Agenda is, *“Robust Networks and Systems – This means there is robust architecture for telecommunications networks with appropriate redundancy, diversity, and hardening against hazards, with particular care for emergency services. There are systems with controls and monitoring and the telecommunications supply chain including supplier equipment is trusted and secure. Investments are made to support these activities including in rural and remote areas or to address coverage gaps.”*

Now Therefore Be It Resolved that the Council of the Town of Plympton-Wyoming requests that the Federal Government and ISED and make it their priority to push forward with their commitment to provide this crucial infrastructure in a meaningful and timely manner and provide action and enforcement of the regulations that mandate timely installation of approved Cell Tower Installations.

The health and well-being of our community is at the mercy of our Federal Government taking these matters seriously; taking action to reduce the harm being caused to our residents well being and allowing our emergency services to perform at standard that our larger urban municipalities are able to.

Sincerely,



Ella Flynn
Executive Assistant – Deputy Clerk
Town of Plympton-Wyoming

Cc:
All Ontario Municipalities



TOWNSHIP OF
RUSSELL

CERTIFIED RESOLUTION

Date: August 26, 2024 **Item(s) no.:** 10 (ref. a)

Subject: Resolution to Support AMCTO Provincial Updates to the Municipal Elections Act

Moved by: Jamie Laurin
Seconded by: Lisa Deacon

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections; and

WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process; and

WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities; and

WHEREAS the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026; and

WHEREAS the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario; and

WHEREAS with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill; and

WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce; and

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges; and

WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities; and

WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration; and


WHEREAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections; therefore

BE IT RESOLVED THAT the Township of Russell calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections; and be it further

RESOLVED that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing, the Minister of Education, the Minister of Public and Business Service Delivery, Minister of Finance, the Premier of Ontario, MPP of Glengarry-Prescott-Russell and AMCTO.

MOTION APPROVED

I, Joanne Camiré Laflamme, Clerk of the Corporation of the Township of Russell, hereby certify that the foregoing is a true copy of the resolution adopted by the Council of the Corporation of the Township of Russell on the 26th day of August 2024.



Joanne Camiré Laflamme
Clerk

JOINT WASTE MANAGEMENT COMMITTEE

MINUTES

August 28, 2024

Perry Township

Attendance

Board Members: Jim Hilt, Sean Murdy, Jim Cushman, Keven Beaucage, Paul Sowrey

Absent: Jill Sharer

Audience: Norm Hofstetter

Staff: Kim Seguin, Secretary-Treasurer

The meeting was called to order at 6:04 pm by the Chair.

Pecuniary Interest: None were declared

The minutes of the June 26, 2024 meeting was reviewed, and it was;

Moved by: Sean Murdy

Seconded by: Keven Beaucage

Resolution 2024-017

Be it Resolved that the minutes of the June 26, 2024 meeting of the committee be approved as circulated.

Carried

Business Arising from the Minutes:

There was no business arising.

The Bank Reconciliations for June and July 2024 for Kawartha Credit Union and Scotiabank accounts were reviewed, it was;

Moved by: Keven Beaucage

Seconded by: Paul Sowrey

Resolution 2024-018

Be it Resolved that the Kearney Perry Joint Waste Management Committee have received and reviewed the bank reconciliations for June and July 2024 for the Scotiabank and Kawartha Credit Union accounts.

Carried

The bill payment list was presented, it was;

Moved by: Jim Cushman

Seconded by: Keven Beaucage

Resolution 2024-0019

Be it Resolved that the bill payment report as of August 22, 2024 in the amount of \$40,954.19 be approved.

Carried

The Financial Report 2024 year to date as August 22, 2024 was reviewed, it was

Moved by: Sean Murdy

Seconded by: Jim Cushman

Resolution 2024-020

Be it Resolved that the Kearney Perry Joint Waste Management Committee accept the 2024 Year to Date report as of August 22, 2024 as presented.

Carried

New Business:

The secretary reported that staff from Kearney and Perry met to discuss how the two could work together. One issue was Perry is looking to partner with Kearney for burning of their brush and clean wood as the cost for chipping is exorbitant and trucking it to the landfill would be taking up too much space reducing the lifespan. Also staff may attend future meetings of the Joint Waste Committee.

Discussion also took place on the changed that are upcoming in the recycling protocols and the transition dates.

The secretary will reach out to WSP for a quote on a renewal contract as the existing contract for engineering services is up at the end of 2024. A report will be brought back to the next meeting.

Being that there was no further business, it was;

Moved by: Keven Beaucage

Seconded by: Jim Cushman

Resolution 2024-021

Be it resolved that the Kearney Perry Joint Waste Management Committee does hereby adjourn at 6:26 pm until the next regular meeting or at the call of the Chair.

Carried

Jim Hilt Chairperson

Kim Seguin Recording Secretary

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

Report to Council

To: Mayor and Council, Town of Kearney

From: Kent Randall and Jessica Rae Reid (EcoVue Consulting Services Inc.)
Town Planning Consultants

Subject: Application for Zoning By-law Amendment
RZ-05-23 (Waffle)

File: 218 Emsdale Lake Road
Part of Lot 1, Concession 8, Town of Kearney (Bethune)
EcoVue Project No: 24-2095-06

Date: August 28, 2024

Recommendation

It is recommended that Council receive the report dated August 28, 2024 from EcoVue Consulting Services regarding application RZ-05-23 (Waffle).

It is recommended that Council approve the proposed amendment to Zoning By-law No. 2022-20, which will rezone a portion of the subject lands from the Residential Waterfront Exception-27 (RWF-27) Zone to a site-specific Residential Waterfront Exception-XX-Holding (RWF-XX-H) Zone in order to permit the proposed development.

It is recommended that the subject lands be placed into a Holding (-H) Zone until such a time that the peer review comments from Cambium Inc. are appropriately addressed, and that proper mitigation measures associated with the proposed development be provided. Any/all mitigation measures are to be imposed via Development Agreement with the Town of Kearney and registered on title.

Subject Lands

The lands subject to this application are known municipally at 218 Emsdale Lake Road and is legally known as located in Part of Lot 1, Concession 8, in the Geographic Township of Bethune, now in the Town of Kearney.

A summary of the lands proposed to be rezoned are as follows:

	Subject Lands
Lot Area	6.9 hectares (17 acres)
Lot Frontage	~45.7 metres on Emsdale Lake Road; ~152 metres on Perbeth Lake
Lot Depth	>285 metres
Current Zone	Residential Waterfront Exception-27 (RWF-27) and Hazard Lands (HZ)
Current Uses	Vacant
Proposed Uses	Residential
Road Access	Emsdale Lake Road*
*Although the subject lands have municipal frontage on Emsdale Lake Road, the development is proposed to be accessed via private Right of Way. It is our understanding that confirmations of ownership and/or legal access have been provided to the Town of Kearney.	

Purpose of Application

The Zoning By-law amendment (ZBA) application has requested to rezone the subject lands from the Residential Waterfront Exception-27 (RWF-27) Zone to a site-specific Residential Waterfront Exception-XX (RWF-XX) Zone, in order to permit the site-specific characteristics of the proposed development.

According to the submitted ZBA Application and subsequent Planning Justification Report from the property owner’s agent, Melissa Markham Planning & Associates, the application is being submitted in order to:

“permit a minimum front (abutting a navigable waterway) yard setback of 20 metres (65.6 ft) to a proposed dwelling and detached garage with guest cabin above, where Zoning By-law 2022-20 requires a minimum of 30 metres (98.4 ft); and,

to permit a guest cabin above a detached garage, having a maximum height of 7.0m and a rear yard setback of 3.0 metres. The owners are proposing to construct a dwelling, detached garage with a guest cabin above and a well and septic”.

The Town of Kearney Zoning By-law requires a minimum setback of 30 within the Residential Waterfront-27 (RWF-27) Zone, as per Section 4.2.3. The proposed dwelling and accessory detached garage with guest cabin are proposed to be located 20 metres and 24 metres from Perbeth Lake, respectively.

The garage/guest cabin is also proposed at a height of 7.0 metres, where 6.0 metres is required, as well as having a total floor area of 54 square metres where 23 square metres in the minimum.

Lastly, the overall development is proposing an interior yard setback of 2.5 metres, where 5.0 metres is required by the RWF Zone.

Therefore, amendments to the Town of Kearney Zoning By-law are required to permit the proposed development.

Statutory Public Meeting – July 11, 2024

The Statutory Public Meeting related to this Zoning By-law Amendment took place on July 11, 2024. It was at this meeting where Council had voted in favour of deferring the application to a later date, until such a time that the applicant’s biologist could prepare a response to the peer-review comments prepared by Cambium Inc. on behalf of the Town, which were provided to the applicant on May 31, 2024.

Town of Kearney staff and the Planning Consultant received a letter from the biologist at Riverstone Environmental Solutions Inc. on July 31, 2024. This letter did not respond to any of the peer-review comments from the May 31, 2024 peer-review comment letter from Cambium Inc. Instead, the letter asserted the same findings of the 2012 Natural Features Evaluation and did not appear to fully address the comments from Cambium Inc. particularly as it relates to fish habitat.

In order to clarify the response and the steps required to address peer review comments, the Town’s Planning Consultant arranged a meeting between the Consultants, Al Shaw of Riverstone, and Kristina Domsic of Cambium. The result of the meeting was an agreement that a more fulsome response to the peer review comments could be provided as a condition under a holding provision. Given that the implementation of environmental mitigative measures would be required as part of the approval of the ZBA anyway, it is reasonable to attach a holding provision to the amending By-law that will be removed

upon an acceptable peer review response and execution of a development agreement outlining said measures.

Analysis

Town of Kearney Zoning By-law No. 2022-20

According to Schedule 'A' of the Town of Kearney Zoning By-law the entirety of the subject property is currently within the Residential Waterfront Exception-27 (RWF-27) and Hazard Lands (HZ) Zones.

Residential Waterfront -27 (RWF-27) and Residential Waterfront (RWF) Zone

According to the RWF-27 Zone provisions, permitted uses include residential uses in the form of a single-detached dwelling. However, the RWF-27 has site-specific provisions in Section 4.2.5.27 state that, *"Notwithstanding the provisions of this By-law to the contrary, on lands within the Rural Exception Fifteen (RU-15) Zone:*

- i) *Minimum Required Lot Frontage on the road* *45.7 metres"*

The property owner has proposed to rezone the subject lands from the RWF-27 Zone to a site-specific Residential Waterfront Exception-XX (RWF-XX) Zone in order to permit the proposed residential development; however, the site-specific provision of the RWF-27 will remain unchanged as the frontage is not being affected by the proposed development.

Section 4.2.5 of the TKZBL outlines the lot provisions for the RWF Zone. The RWF Zone requires a minimum lot area of 0.4 hectares. The subject lands have a minimum lot area of 1.76 hectares with 45.7 metres on Emsdale Lake Road. As such, the severed lots will exceed the minimum lot area and frontage of the RWF-27 Zone.

As such, it is recommended that, following the completion of the above-noted technical works, the lands be rezoned to a site-specific Residential Waterfront Exception-XX (RWF-XX) Zone, subject to Section 4.3.4 of this Report.

Guest Cabin

As part of the proposed development, the applicants are proposing to construct a guest cabin above the accessory detached garage. Provisions related to guest cabins are contained in Section 3.2.7 where it states that, “[w]here a guest cabin is permitted on a lot the following provisions shall apply:

i) no cooking facilities are located in the building;

Based on the Planning Justification Report prepared by the applicants, no cooking facilities will be located within the building. This can be confirmed at the Building Permit stage.

ii) the building may be connected to a sewage system or pressurized water system subject to North Bay – Mattawa Conservation Authority and Building Department approvals;

Septic confirmations are to be received from NBMCA prior to Building Permit approval;

iii) the building has a maximum ground floor area of 23 square metres;

Part of the proposed amendment has requested to increase the maximum ground floor area of the guest cabin from 23.0 square metres to 54.0 square metres. It is our opinion that, due to the guest cabin being jointly used as a garage as well, the additional ground coverage is appropriate. Additionally, the property will be staying well below the maximum permitted lot coverage (0.34% where 30% is permitted)

iv) the building has a height not greater than 6.0 metres; and,

The proposed height of the garage of 7.0 metres is required in order to accommodate the joint garage/guest cabin use. It is our opinion that the 1.0 metre overage is appropriate to accommodate the proposed development.

v) the building complies with all of the setbacks that apply to the principal building on the lot.

The submitted ZBA application requests amendments to the above-summarized provisions of the RWF Zone. It is our opinion that the intent of the provisions is still being met.

As such, assuming the necessary technical works are completed and prove there is no negative impact to any Natural Heritage features, it is our opinion that the proposed ZBA complies with the intent of the Town of Kearney.

Hazards Lands (HZ) Zone

Speaking to the portions of the severed lands zoned HZ – the HZ Zone permits uses including: *agricultural uses (excluding buildings), cannabis production and processing (excluding buildings), conservation use (excluding buildings), outdoor recreation, recreational trail, and resource management activities*, but does not permit residential or recreational uses in any form. As such, the proposed rezoning will not change the boundaries of the HZ Zone.

Holding (-H) Zone

As stated, it is being recommended that a Holding (-H) Zone be included with the amendment. Holding provisions may be attached to zoning under Section 36 of the Planning Act where certain requirements must be met prior to the establishment of the uses permitted within the zone. This is appropriate in circumstances where it is understood that the land use and is appropriate and can be supported in principle. In this case, after discussions with the biologists, the undersigned and staff are confident that the peer review comments can be addressed in order to ensure conformity with Section 2.0 of the Provincial Policy Statement and Section 6.0 of the Town of Kearney Official Plan.

As such, it is recommended that the lands be placed into a Residential Waterfront Exception-XX-Holding (RWF-XX-H) Zone until such a time that the peer review comments are addressed and a development agreement that includes the mitigative measures stemming from the review are registered on title.

Although the removal of the holding symbol requires Council approval, it does require notification (prior to removal) or a public meeting.

Budget Implications

The Zoning By-law Amendment application was submitted with the application fee of \$650.00 + HST and the deposit fee of 1,200.00.

Next Steps

Once a decision has been made by Council, the decision will be in an appeal period for 20 days.

Notice and Communications

Public Notices for the Zoning By-law Amendment applications are issued by the Town. Notice of Complete Application and Public Meeting has been circulated to neighbouring properties within 120 metres of the subject lands, as well as the applicable agencies.

Respectfully Submitted,
ECOVUE CONSULTING SERVICES INC.



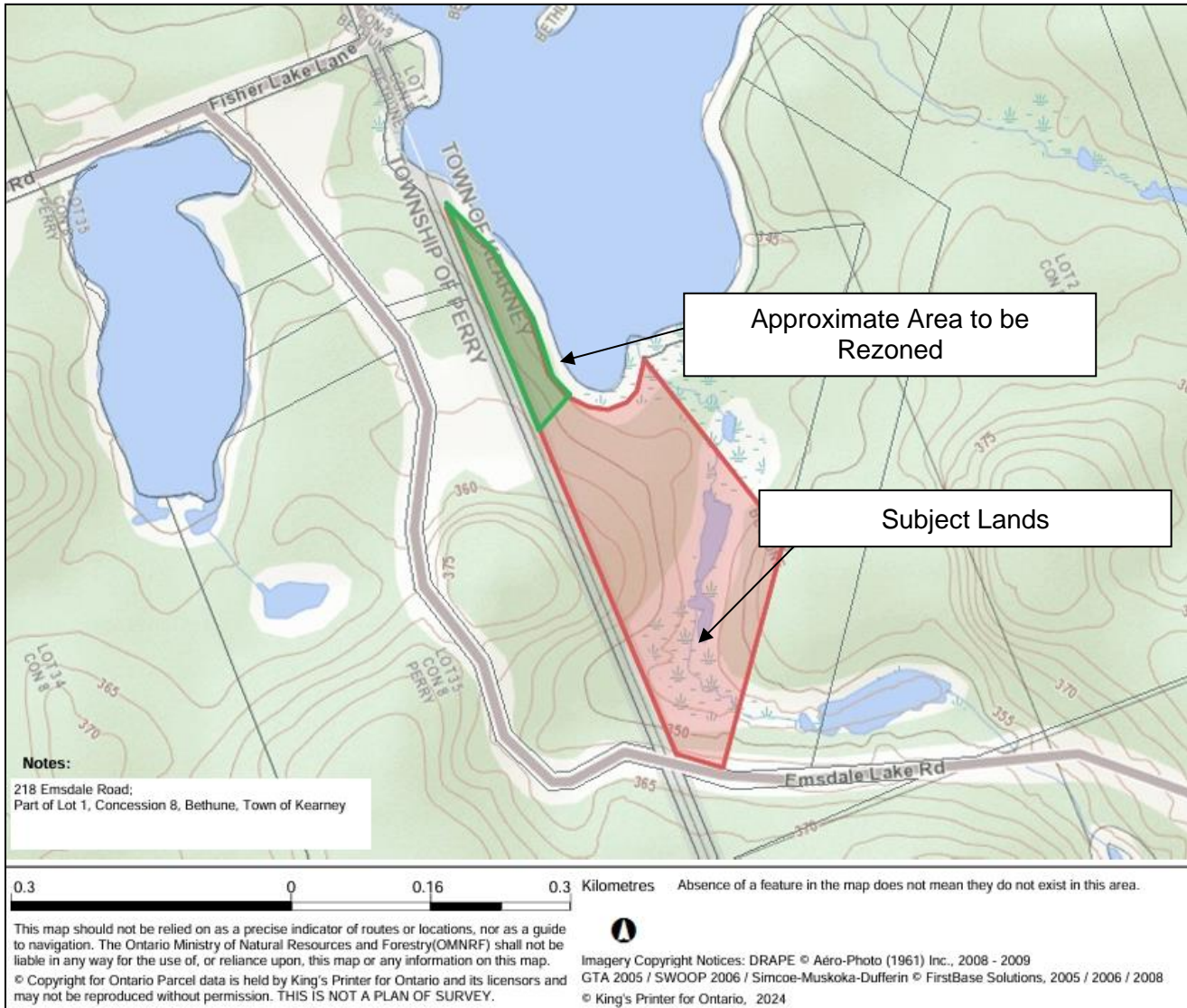
J. Kent Randall B.E.S. MCIP RPP
Town Planning Consultant



Jessica Rae Reid, B.A
Town Planning Consultant

Lands Affected by the By-law

The lands affected by this By-law are shown in the key map below.



218 Emsdale Lake Road; Part of Lot 1, Concession 8, Bethune
Town of Kearney, District of Parry Sound

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2024-XX

A BY-LAW TO ESTABLISH BLOCK 9 ON PLAN 42M-647 AS A PUBLIC HIGHWAY

WHEREAS the *Municipal Act, 2001*, Section 31, permits the council of every municipality to pass by-laws for establishing and laying out highways;

AND WHEREAS the Corporation of the Town of Kearney is the owner of a one-foot reserve which is described as Block 9, Plan 42M-647;

AND WHEREAS it is now deemed expedient to establish Block 9, Plan 42M-647 as a public highway;

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

1. That Block 9, Plan 42M-647 is hereby established and assumed as a public highway of the Corporation of the Town of Kearney.

READ a First and Second Time this _____ day of September, 2024.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

READ a Third and Final Time and Enacted in Open Council this _____ day of September, 2024.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

CONSENT AGREEMENT

THIS AGREEMENT made between:

MARTIN LAWRENCE FRIEDLAND and JUDITH FERN FRIEDLAND

hereinafter called the "Owner"
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF KEARNEY

hereinafter called the "Municipality"
OF THE SECOND PART

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

AND WHEREAS the Owner obtained, from the Southeast Parry Sound District Planning Board (Files B-002/24 & B-003/24) approval of consent to sever the subject lands (the "Severance Approval") into two severed lots and one retained lot;

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

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

1. SCOPE OF AGREEMENT

- 1.1 DESCRIPTION OF LANDS – See Schedule "A" paragraph 1 (hereinafter referenced as "the Subject Lands").
- 1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that no development of or work shall be performed on the Subject Lands except in compliance with:
 - a) the provisions of this Agreement;
 - b) all Schedules attached hereto;
 - c) all applicable Municipal By-laws and all Provincial and Federal Legislation; and
 - d) all of the recommendations set out in the Scoped Environmental Impact Study prepared by Riverstone Environmental Solutions Inc., dated December 15, 2023.
- 1.3 SCHEDULES ATTACHED - The following schedules are attached to this Agreement:
 - Schedule "A" – Legal Description
 - Schedule "B" – Cash Deposits and Security
 - Schedule "C" – Cost Estimates

1.4 DEFINITIONS

- a) "Severed Lot 1" shall mean those lands identified Part 1, 42R-22508.
- b) "Severed Lot 2" shall mean those lands identified as Part 2, 42R-22508.
- c) "Severed Lots" shall refer to Severed Lot 1 and Severed Lot 2 collectively.
- d) "Retained Lands" shall mean the Subject Lands except for Severed Lot 1 and Severed Lot 2.

2. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

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

- a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands,
- b) Cash Deposits, Cash Payments & Security - have delivered to the Municipality all cash deposits, cash payments and security required by Schedule "B" attached,
- c) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,
- d) Postponements Mortgage/Charge - obtain and provide a postponement for any Mortgage/Charge registered on the subject lands to give priority to this agreement. The Municipality may accept a solicitor's undertaking to obtain and register such postponements.

3. ENVIRONMENTAL RECOMMENDATION CONDITIONS

3.1 Further to the terms of this Agreement, the Owner covenants and agrees that no development of, or work shall be performed on, the Subject Lands except in compliance with all of the environmental recommendations set out in the Scoped Environmental Impact Study prepared by Riverstone Environmental Solutions Inc., dated December 15, 2023, as attached hereto as Schedule "D" and which environmental recommendations are more particularly set out in Schedule "E".

4. INTERNAL SERVICES

4.1 The Owner acknowledges and agrees that in lieu of obtaining 911 addresses for the Severed Lots from the Municipality, prior to fulfilling the conditions of consent imposed by the Southeast Parry Sound District Planning Board, the Owner shall complete construction of the new entrance to each of the Severed Lots and obtain 911 addresses from the Municipality no later than September 30, 2025. The Owner acknowledges that they will be required to obtain an entrance permit from the Municipality prior to starting construction of the entrances and said construction is required to be in conformity with the requirements of said permit.

4.2 Should the Owner not complete the constructions of the entrances and obtain 911 addresses from the Municipality by September 30, 2025 in accordance with section 4.1 above, the Owner acknowledges and agrees that the Municipality shall be entitled to enter onto the Severed Lots upon fifteen (15) days' notice (except in the case of emergency in which case no prior notice is required) and complete the required work, at the Owner's expense. The Owner shall be required to submit security for the cost of constructing the entrances in the

amount set out in Schedule "B" prior to execution of this Agreement by the Municipality.

- 4.3 The Owner acknowledges that the Internal Services, including the entrance(s), shall remain the responsibility of the Owner and will not be assumed by the Municipality. The Owner agrees to maintain, repair, and when necessary, replace the Internal Services so that they will at all times be in good working order and in conformity with the terms of this Agreement.

5. CASH IN LIEU OF PARKLAND

- 5.1 As a condition of approval of the consents, the Owner shall pay a fee in lieu of parkland to the Municipality in the amount of 5% of the assessed value (as determined by the Municipal Property Assessment Corporation) of each new lot, the total fee being \$2,500, as more particularly described in Schedule "B" hereto.

6. BUILDING PERMITS – CONDITIONS PRIOR TO ISSUANCE

- 6.1 Eligibility for Building Permits – The Owner further covenants and agrees that it, or any person claiming title through or from it, or under its or their authority, will not require or obtain, one or more Building Permits to construct buildings on the Subject Lands, until the following have been complied with:
- a) By-laws, etc. – there is compliance with the Municipality's building by-law and the provisions of this Agreement; and
 - b) Entrance Permit – the Owner has obtained an entrance permit for the construction of the entrances as required by Section 4 of this Agreement.

7. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

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

8. EXPENSES TO BE PAID BY OWNER

- 8.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- 8.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, Planner, Landscape Architect or Engineer (as applicable) in connection with all work to be performed as a result of the provisions of this Agreement.
- 8.3 All expenses for which demand for payment has been made by the Municipality shall bear interest at the rate of 12% per annum commencing 30 days after demand.
- 8.4 In the event that the Municipality, acting reasonably, finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged

shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.

- 8.5 In addition to and without prejudice to any security or other cash deposit or guarantee given by the Owner for the performance of its obligations under this Agreement and upon default of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of sections 349, 442, and 446 of the *Municipal Act, 2001*.

9. CASH DEPOSITS AND SECURITY - SCHEDULE "B"

- 9.1 The Owner shall lodge with the Municipality, those cash deposits and security more particularly described in Schedule "B", and at the dates specified therein.
- 9.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits, and security set out in Schedule "B" attached, the Owner shall pay such excess charges within 30 days after demand by the Municipality, or if less, such excess deposit or security shall be refunded upon the satisfaction by the Owner of all obligations under this Agreement.
- 9.3 Default and Entry - Where the Owner is in default under any of the provisions of this Agreement, the Municipality, if it so elects, shall have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Owner under this Agreement, or to arrange for such works to be completed on behalf of the Owner. In furtherance of such work the Municipality is authorized to use and realize upon the security held under this Agreement.
- 9.4 Any security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Owner.
- 9.5 Exceeding Cost Estimates - If the costs of completing such work or service, exceeds the amount of security held by the Municipality, such excess shall be paid by the Owner to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 12% per annum.
- 9.6 Save Harmless - The Owner on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly be reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its servants or agents or subcontractors.
- 9.7 The Construction Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the *Construction Act*, R.S.O. 1990, c. C.30, this will constitute a default and entitle the Municipality to realize upon its security.
- 9.8 Surplus - In the event that the Municipality realizes upon security to complete internal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

10. ATTACHED SCHEDULES

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

11. RESTRICTIVE COVENANTS

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

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

12. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

13. NOTICE TO PARTIES

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

- a) personal service on the parties hereto,
- b) prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received three (3) business days after mailing, or
- c) by telecopier message (fax machine) and such telecopier message shall be deemed to have been received the day it was sent up to the hour of 4:30 p.m. and any time a telecopier message is sent thereafter, it shall be deemed to be received on the following day.

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

Owner: Martin Lawrence Friedland and Judith Fern Friedland

Address: 1006-211 Queen's Quay W
Toronto ON
M5J 2M6

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

14. TIME OF THE ESSENCE

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

15. ESTOPPEL OF OWNER

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

16. INTERPRETATION

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

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

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

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

By the Owner on the _____ day of _____, 2024.

Witness
Name:

Martin Lawrence Friedland

Witness
Name:

Judith Fern Friedland

By The Corporation of the Town Kearney on the ____ day of _____, 2024.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Name: Cheryl Philip
Title: Mayor

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

We have the authority to bind the corporation.

DRAFT

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND MARTIN LAWRENCE FRIEDLAND AND JUDITH FERN FRIEDLAND

LEGAL DESCRIPTION OF LANDS

PART LOTS 2, 3, 4 & 5 CONCESSION 12 BETHUNE AS IN LT61274 SAVE AND EXCEPT 42M647; PART SHORE ROAD ALLOWANCE IN FRONT PART LOT 3 & LOTS 4 & 5 CONCESSION 12 BETHUNE, PART 1 PLAN 42R12105: SAVE AND EXCEPT PARTS 1 & 2, 42R21631; SUBJECT TO AN EASEMENT OVER PART LOTS 3 & 4 CONCESSION 12 BETHUNE, PART 3 PLAN 42R21631 IN FAVOUR OF PART LOTS 3 & 4 CONCESSION 12 BETHUNE AND PART OF SHORE ROAD ALLOWANCE IN FRONT PART LOTS 3 & 4 CONCESSION 12 BETHUNE, PART 2 PLAN 42R21631 AS IN GB149314; SUBJECT TO AN EASEMENT OVER PART LOTS 3 & 4 CONCESSION 12 BETHUNE, PART 3 PLAN 42R21631 IN FAVOUR OF PART LOT 3 CONCESSION 12 BETHUNE, PART 1 42R21631 AS IN GB151286; TOWN OF KEARNEY

Being all of the lands described in PIN 52158-0396 (LT).

DRAFT

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND MARTIN LAWRENCE FRIEDLAND AND JUDITH FERN FRIEDLAND

CASH DEPOSITS, CASH PAYMENTS AND SECURITY

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

1. TYPE OF SECURITY

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

2. REDUCTION OF SECURITY

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

3. SECURITY FOR WARRANTY PERIODS

Two Year Guarantee Against Defects: Municipal Services

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

One Year Guarantee Against Defects: Internal Services

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

4. CASH DEPOSITS - FOR THE MUNICIPALITY

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

A. Cash Deposits

- | | | |
|-----|---|------------|
| i. | Deposit for the municipality's legal and planning Expenses (paid) | \$2,000.00 |
| ii. | Consent agreement application fee (paid) | \$500.00 |

iii. Consent pre-consultation fees - initial (paid) \$200.00

B. Cash in Lieu of Parkland (unpaid)

i. Severed Lot 1 - \$25,000 x 5% = \$1,250.00
ii. Severed Lot 2 - \$25,000 x 5% = \$1,250.00

TOTAL = \$2,500.00

5. SECURITY

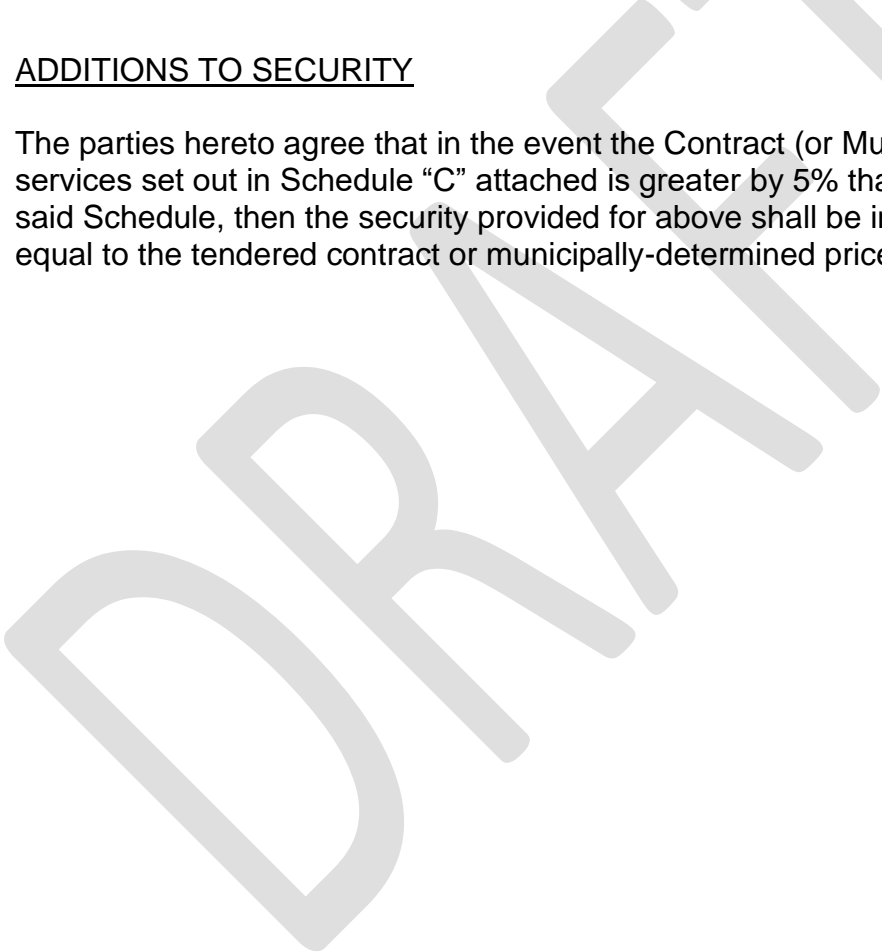
The following security is to be paid to the Municipality prior to the execution of this Agreement by the Municipality:

a. For entrances
(105% of estimated cost of construction
\$2,450.86 per entrance plus HST) \$5,538.94

(of this amount \$1,000 has been paid
by the Owner with \$4,538.94 due
prior to execution of this Agreement)

6. ADDITIONS TO SECURITY

The parties hereto agree that in the event the Contract (or Municipal) price for the services set out in Schedule "C" attached is greater by 5% than the estimates in the said Schedule, then the security provided for above shall be increased to an amount equal to the tendered contract or municipally-determined price.



SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND MARTIN LAWRENCE FRIEDLAND AND JUDITH FERN FRIEDLAND

COST ESTIMATES

Driveway Entrance Expenses

<u>Equipment</u>	<u>MTO Hourly Rate</u>	<u>Total Hours</u>	<u>Cost</u>
420F Cat Rubber tire Backhoe:	\$64.40 / hr.	5 hrs.	\$257.60
2 Town owned Tandems	\$114.85 / hr.	10 hrs.	\$459.40
<u>Operators:</u>			
420 Cat Rubber Tire Backhoe:	\$40.35 / hr.	5 hrs.	\$161.40
Tandem Operator	\$40.35 / hr.	5 hrs.	\$201.75
<u>Labour:</u>			
Staff member / operator	\$40.35 / hr.	5 hrs.	\$161.40
Public Works Foreperson	\$50.37 / hr.	5 hrs.	\$251.85
<u>Material:</u>			
2 / 375mm * 6m each @ \$342.78 * 2			\$685.56
1 / 375mm coupler @ \$16.89			\$16.89
10 Tonne B gravel @ \$9.00 / Tonne			\$90.00
10 Tonne A gravel @ \$4.83 / Tonne			<u>\$48.30</u>
Total* = <u>\$2334.15</u>			
<u>*Per entrance, plus 5% inflation and HST</u>			

These estimated prices are for the current year (2024) and an amount for security in addition to the total 2024 cost of 5% will be added for anticipated cost increases in 2025.

MTO Hourly rates are based on the current year (2024) and new rates will be added each year.

Scope of Work:

Works for the project are as follows and any deviations or extra work will be billed out at the current rates.

1. Excavation of unsuitable materials min. 2' wider @ the inlet and outlet of the driveway culvert and to property line hauled off site.
2. Placement of 375 mm. culverts with coupler. Size may also vary depending on the conditions of the area, any larger size change will result in the appropriate cost per piece.
3. B gravel added from road edge to property line of the said property.
4. Top course layer of A gravel at min. 4" added on top of the B gravel.

The need of a compaction machine for example a “diesel plate compactor or gas plate compactor, the cost of shipping and return + cost of the rental fee will be added on top of the above expense.

Applicable Taxes will apply.

Paul Audette (Public Works Superintendent)

Town of Kearney

(705) 746-1735

DRAFT

SCHEDULE "D"

THIS IS SCHEDULE "D" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND MARTIN LAWRENCE FRIEDLAND AND JUDITH FERN FRIEDLAND

SCOPED ENVIRONMENTAL IMPACT STUDY - RIVERSTONE ENVIRONMENTAL SOLUTIONS INC.

DATED DECEMBER 15, 2023.

This document, prepared by Riverstone Environmental Solutions Inc., dated December 15, 2023, is hereby incorporated into this Agreement as part of this Schedule "D". Copies of this document are available at the Town of Kearney offices, 8 Main Street, Kearney, ON, Monday to Friday, during regular business hours.

DRAFT

SCHEDULE "E"

THIS IS SCHEDULE "E" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND MARTIN LAWRENCE FRIEDLAND AND JUDITH FERN FRIEDLAND

ENVIRONMENTAL RECOMMENDATION CONDITIONS

A summary of the environmental recommendations set out in the Scoped Environmental Impact Study completed by Riverstone Environmental Solutions Inc., dated December 15, 2023, are as follows:

RECOMMENDATIONS

Habitat of Endangered and Threatened Species

Eastern Hog-nosed Snake (Heterodon platirhinos)

Based on a thorough habitat-based assessment and review of available background information, it is our opinion that the likelihood of these species occurring within the study area is low. Although, Eastern Hog-nosed Snake (EHNS) was not observed on the subject property during RiverStone's site investigation, we cannot conclusively state that this species does not occur on the property, which is also the case for the general landscape in the Town of Kearney. We can confirm that functional habitat features are limited within the study area, but there is potential for the property to provide general habitat. In consideration of these conclusions, it is our opinion that proposed development is unlikely to result in a contravention of the ESA with respect to EHNS. To avoid impacts on these species, RiverStone recommends:

- **Site clearing and construction should follow Provincial guidelines and best management practices, including timing restrictions for vegetation clearing (COSSARO, 2021; Kraus, 2011).**
- **Should an Eastern Hog-nosed Snake be encountered during development, MECP should be contacted immediately to obtain direction on how to proceed.**

Little Brown Myotis (Myotis lucifugus), Northern Myotis (Myotis septentrionalis), and Tricolored Bat (Perimyotis subflavus)

All Myotis species in Ontario, and the Tricolored Bat, are designated endangered per O. Reg. 230/08 under the ESA. Mature forests on the subject property contain suitable and abundant habitat for these bat species. For such scenarios, common direction from MECP regarding impact avoidance for individuals of endangered bats includes strict adherence to vegetation removal timing windows. As such, RiverStone recommends the following:

- **Site clearing and construction should follow Provincial guidelines and best management practices, including timing restrictions for vegetation clearing (Humphrey and Fotherby, 2019;).**
- **Should any Little Brown, Northern, or Tricoloured bats be encountered during development, MECP should be contacted immediately to obtain direction on how to proceed.**

Significant Wildlife Habitat - Deer Wintering Areas

It is RiverStone's opinion that the proposed severance and assumed future development of a residential dwelling, septic, well and entrance driveway for each lot will not require removal of any vegetation that provides potential abundant thermal cover or limit browsing opportunities for deer during winter months. With the absence of a food source and insufficient conifer cover on the property, it is unlikely that deer are using the property in the winter as Stratum 1 or Stratum 2 habitat. White tailed deer that occasionally cross the property will continue to do so, to access adjacent retained lands and there is a low likelihood that the occasional deer utilizing the subject property will be negatively impacted, spatially or functionally; however, to minimize negative impacts to potential deer use, RiverStone recommends the following measures:

- **Development will occur in such a way that coniferous vegetation is maintained as much as possible.**

- **Vegetation clearing on the remaining property outside of the development envelope should be minimized as much as possible, and conifer trees maintained to keep as much forage habitat as possible, knowing that there is a considerable area adjacent to the property that is also suitable habitat.**

Additional Natural Features and Functions

With land use changes there is the potential for the felling of both deciduous and coniferous trees, and vegetation to be removed or substantially modified within a development footprint. The following measures are recommended to reduce the effects of development on the remaining forested land outside of any future proposed building envelopes:

- **Vegetation removal and disturbance outside of the future development envelopes should be minimized.**
- **Timing of Site alteration should follow the guidelines related to the Migratory Birds Convention Act as not to disturb nesting Migratory birds (Environment and Climate Change Canada 2023).**

DRAFT

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-35

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO) FOR THE MUNICIPAL FUNDING AGREEMENT CANADA COMMUNITY-BUILDING FUND

WHEREAS the Council of the Corporation of the Town of Kearney deems it desirable to enter into an agreement with The Association of Municipalities of Ontario for the Municipal Funding agreement Canada Community-Building Fund

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

1. That the agreement with The Association of Municipalities of Ontario (AMO) attached hereto and referred to as "Appendix A" be part of the By-law.
2. That the Mayor and Clerk are hereby authorized to execute this agreement and affix the corporate seal thereto.
3. That this By-law shall come into effect from the date of passage thereof.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September, 2024.

THE CORPORATION OF THE TOWN OF KEARNEY

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “AMO”)

AND:

THE TOWN OF KEARNEY

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “Recipient”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“CCBF”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 AMO Not Liable. In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 Recipient to Compensate Canada. The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 Recipient to Indemnify AMO. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “Indemnitee”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient's receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Town of Kearney
8 Main St., P.O. Box 38
Kearney, ON P0A 1M0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:


Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

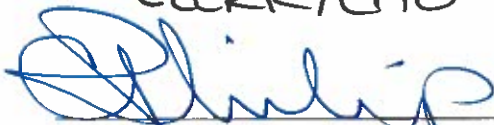
18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWN OF KEARNEY

By: 
Name: NICOLE GAURLEY
Title: CLERK/CAO

July 15, 2024.
Date


Name: PHILIP
Title: MAYOR

July 15, 2024
Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____
Name: _____
Title: Executive Director

Date

Witness:
Title:

Date

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient’s ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. Financial information – and particularly:

- Interest earnings and investment gains – in accordance with Section 5.7;
- Proceeds from the disposal of assets – in accordance with Section 12.1;
- Outgoing transfers – in accordance with Sections 5.3 and 5.4;
- Incoming transfers – in accordance with Section 5.3; and
- Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.

2. Project information – describing each Eligible Project that started, ended, or was ongoing in the reporting year.

3. Results – and particularly:

- Expected outputs and outcomes for each ongoing Eligible Project;
- Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
- Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.

4. Other information – such as:

- Progress made in the development and implementation of asset management plans and systems; and
- The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.



Staff Report

Staff Report No. SR-2024- 56
Date: September 5, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Public Works Superintendent
Subject: Paving overage on Echo Ridge and Chetwynd Roads

Recommendation:

That Council approves this report regarding the explanation of the project overage for paving on Echo Ridge Road and Chetwynd Road paving project and approves the payment of overage for each project in the amount of \$42,740.00 inclusive of HST.

Analysis:

We would like to commend Fowler Construction paving crew for a job well done. The smoothness, timely matter for completion and quality of work shows through and the end product we believe our Residents will be happy with for a long time. The overall project came with its own set of hick-ups but through sheer determination the Public Works Staff played a large role just to get it to be paving ready, and a special thank you to Randy and the Township of Perry for assistance in providing the grader.

The Asphalt paving itself had a larger quantity than was originally contracted for and due to some miscommunications between Staff and the Fowler Crew the Echo Ridge Road and Chetwynd Road were paved at a width of approximately .300mm - .500mm each lane to match the existing pavement. This does leave us with a better wider road for the long term.

Generally, with a by the Tonne contract 5 to 7% is a common overrun, it can be contributed to many factors as to why, some examples could include soft or spongy areas can be created from the size and weight of all the machinery. Trucks delivering material can cause ruts in the grade and asphalt fills those holes. The gravel itself not graded to accuracy with the proper slopes (very common and very hard for a grader to be perfect all the time), thicker mats due to the contractor, (rather be a little thicker than to thin), just to name a few.

Financial Implications:

The financial implications for both projects overrun are \$42,740.00 inclusive of HST. The overrun was substantially higher than this coming in at 550.55 Tonne over the projected tonnage required for the projects. With a cost of \$187.22/tonne the total cost originally was \$96,521.27. Understand this is not the total amount we are being billed to pay. Many factors play a role in the final decision made. We must maintain a good working relationship with the contractor moving forward, especially with them being the only bidder for the project. The PWS' experience in contract negotiations, contractor conflict resolution, a familiarity of price breakdowns along with some familiarity of the management staff at Fowler Construction, provided the PWS the ability to reduce the total overage cost to \$42,000.00 across both projects. Breaking this down, it is roughly 3.2% per road or \$21,000.00, which in the PWS' experience is under the 5% expected for a project of this size.

Prepared By: Paul Audette



Memo

Date: September 5th 2024

To: Mayor, Deputy Mayor and Members of Council

From: Nicole Gourlay, Clerk – Administrator

Subject: MOU with Almaguin District Snowmobile Club

Background information:

Staff received correspondence from the Almaguin Snowmobile Club to enter into an MOU for all the sections of trail that run across/on property owned by the Town. In our research, Staff could only locate one agreement from quite a while ago that indicated the agreement terminated at the end of that calendar year. Therefore, Staff are working with the Almaguin District Snowmobile Club to get a current agreement entered into. Throughout the discussions, both Staff and the Club have outlined the need to have clarification from the Town's legal department to reference to coverage for both parties where the trail may be on trespass roads or roads the Town has always assumed were in their ownership, but are not. Staff have not found a circumstance for this specifically, but would like to seek legal advice on the development of the By-law in order to cover all potential issues. Specifically, when the Town is not absolutely positive where survey stakes etc. may be.

Staff and the Club have also spoke to the potential to include verbiage within the by-law that should a trail change be required – and it is not outlined in the current MOU – that support from Council would be required to change the route, but we would not need to open up the agreement again. This hopefully could be included in the by-law in reference to a minor amendment and quite possibly this could be defined specifically for this agreement.

Once a legal opinion and review of the draft By-law to authorize entering into an MOU with the Club are obtained, Staff will bring a draft of the By-law back to Council at the next regular meeting for consideration. There are no financial considerations outside of the 2024 budget.

Conclusion:

Staff and the Club would like to ensure the proper terminology for maintenance, unopened road allowances and trespass roads/trails are included in the MOU or By-law whichever is deemed most appropriate. Once an insurance review, legal opinion, and review of the draft By-law are obtained, Staff will bring a draft of the By-law back to Council at the next regular meeting for consideration. There are no financial considerations outside of the 2024 budget.

Prepared by: Nicole Gourlay, Clerk – Administrator

**MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**

I, _____, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

Address including lot #, concession # and/or other legal description.	Township, County, District, Region, Municipality. Include all that apply.
---	---

hereby gives the _____, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

1. The term of this MOU is from _____ to _____.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
5. The Landowner will be added as an additional insured under the OSFCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act*, R.S.O., 1990 C. T.21, the *Motorized Snow Vehicles Act*, R.S.O. 1990 c. M.44 and the *Occupiers Liability Act*, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

LANDOWNER/OCCUPIER

Name	Email
Address	Phone

LOCAL SNOWMOBILE CLUB

Name - Club Contact	Phone	Email
---------------------	-------	-------

Landowner Signature: _____

Date: _____

Club Signature: _____

Date: _____

<p>Schedule A Attachments:</p> <p><input type="checkbox"/> sketch and/or</p> <p><input type="checkbox"/> map</p>
--



1 record found.

Add a Landowner 

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

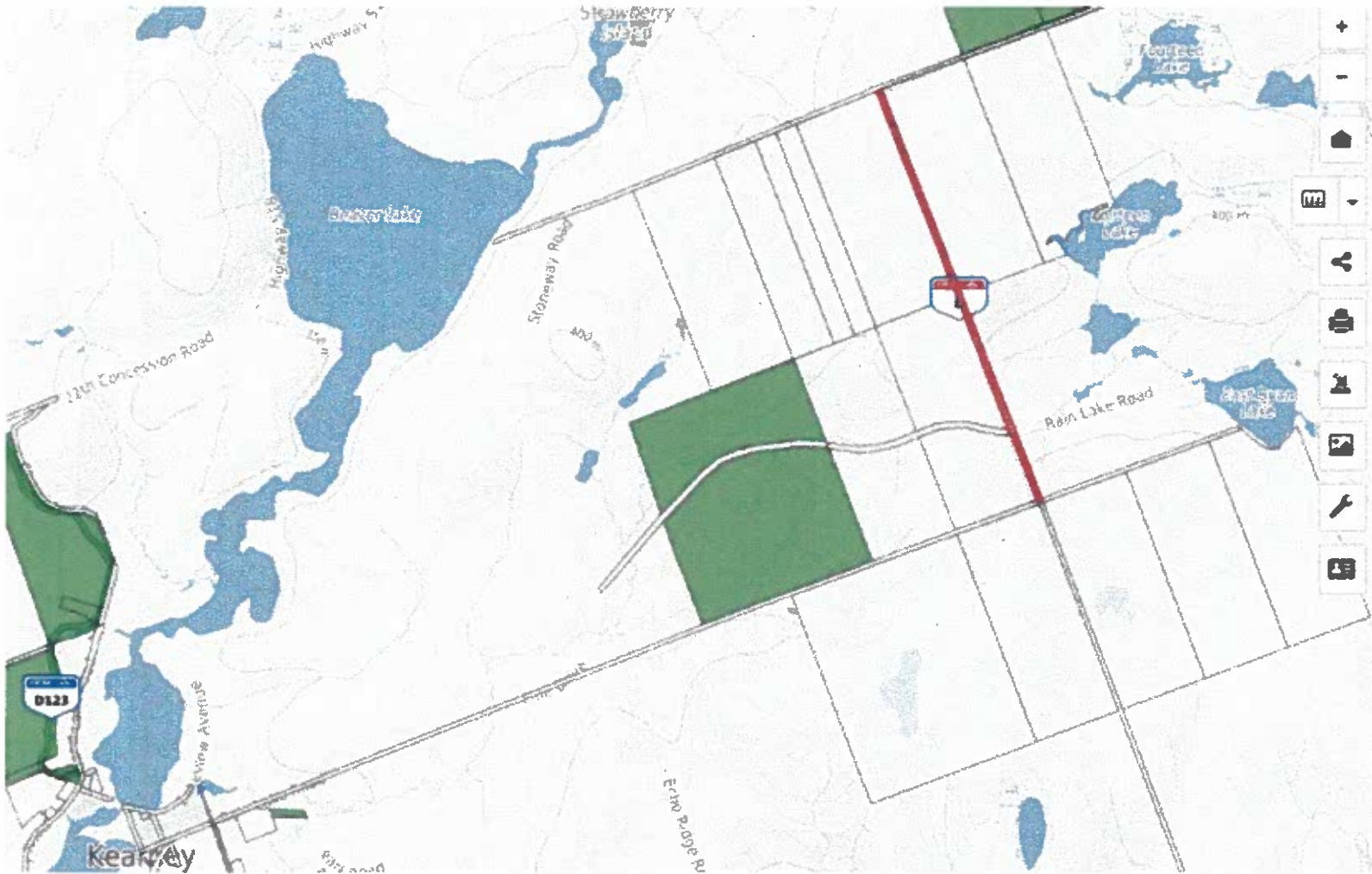
PIN: S21590273

DESCRIPTION: FIRSTLY: PT LT 35 CON 11 PERRY PT 1 RO173498 ; SECONDLY: PT LT 33 CON 11 PERRY; PT LT 34 CON 11 PERRY BEING TRAVELLED RD (AKA SECONDARY HIGHWAY 518, AKA HWY 518 E) BTN N LIMIT LT 35 CON 11 PERRY AND S LIMIT LT 33 CON 11 PERRY; KEARNEY

Expired on:

No MOU attached

 **View History**



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

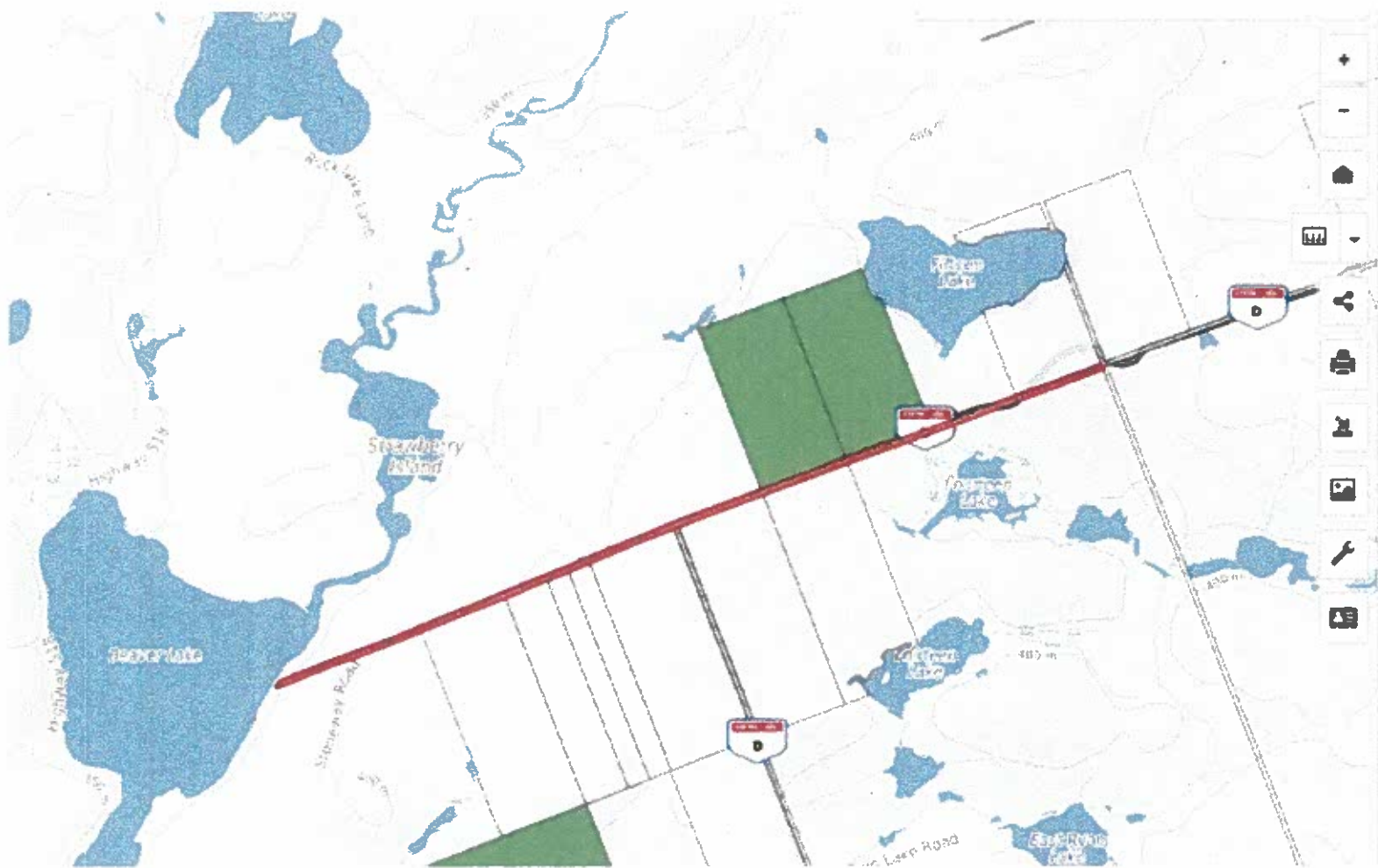
PIN: S21580328

DESCRIPTION: RDAL BTN LT 10 AND LT 11
CON 11 BETHUNE, RDAL BTN LT 10 AND LT
11 CON 12 BETHUNE, KEARNEY

Expired on:

No MOU attached

View History



1 record found.

Add a Landowner 

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

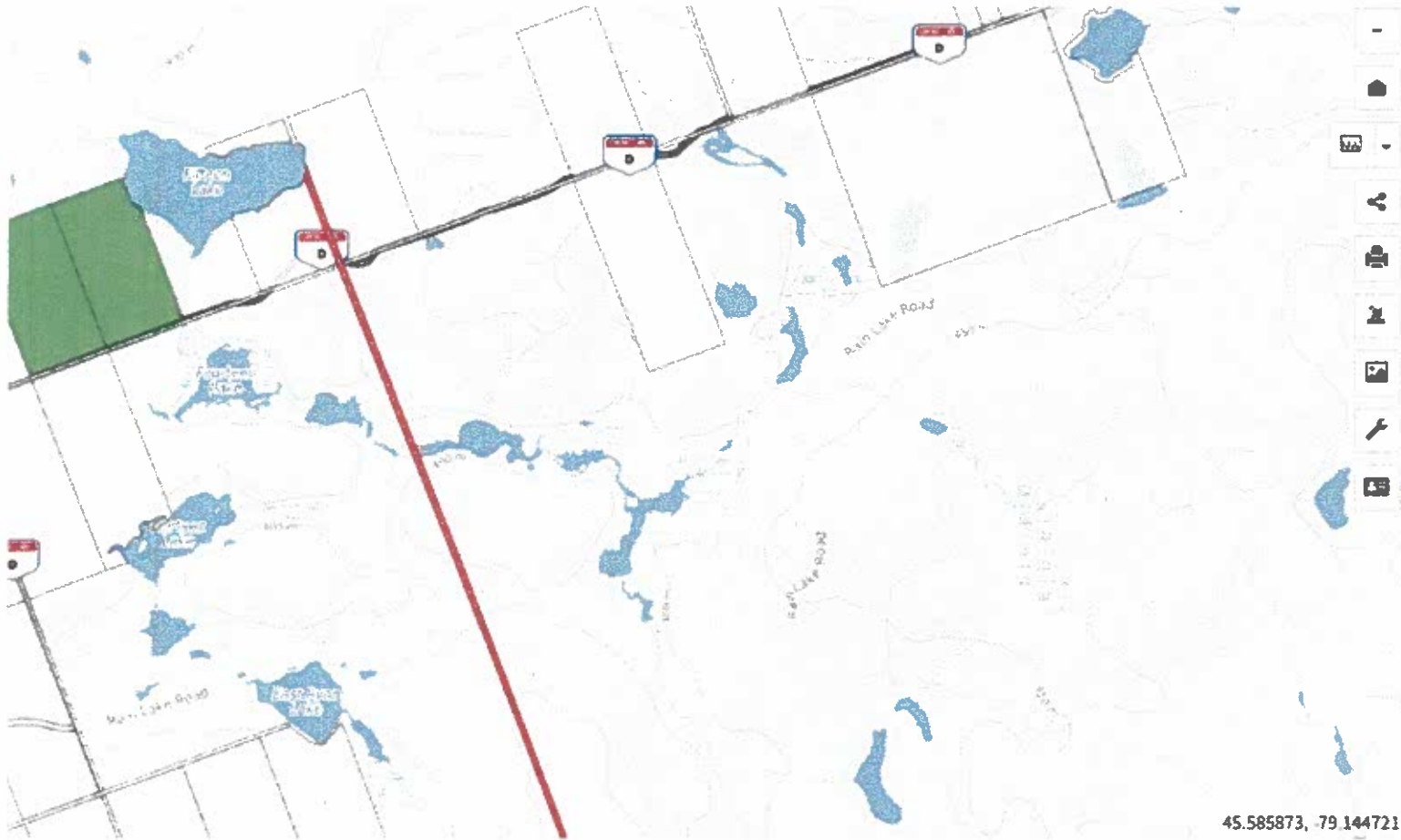
PIN: 521580326

DESCRIPTION: RDAL BTN CON 12 AND CON
13 BETHUNE BTN RDAL BTN LT 15 & LT 16
BETHUNE & E OF SHORE RDAL IN FRONT OF
BEAVER LAKE; KEARNEY

Expired on:

No MOU attached

 **View History**



45.585873, 79.144721



Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

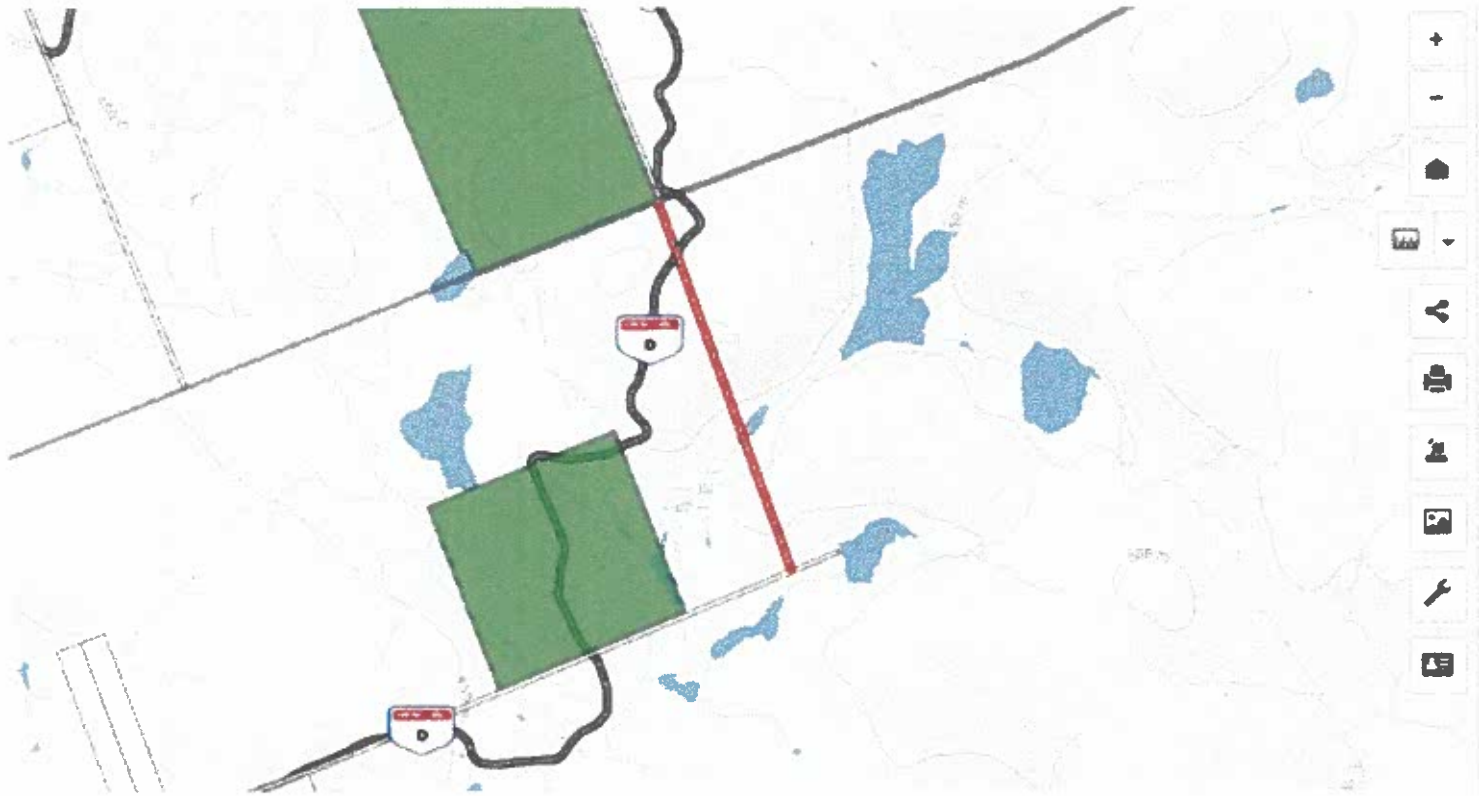
PIN: 521540181

DESCRIPTION: RDAL BTN LT 15 AND LT 16 CON 7 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 8 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 9 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 10 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 11 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 12 BETHUNE; RDAL BTN LT 15 AND LT 16 CON 13 BETHUNE BTN FIFTEEN LAKE AND RDAL BTN CON 6 AND CON 7 BETHUNE; KEARNEY

Expired on:

No MOU attached

View History



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

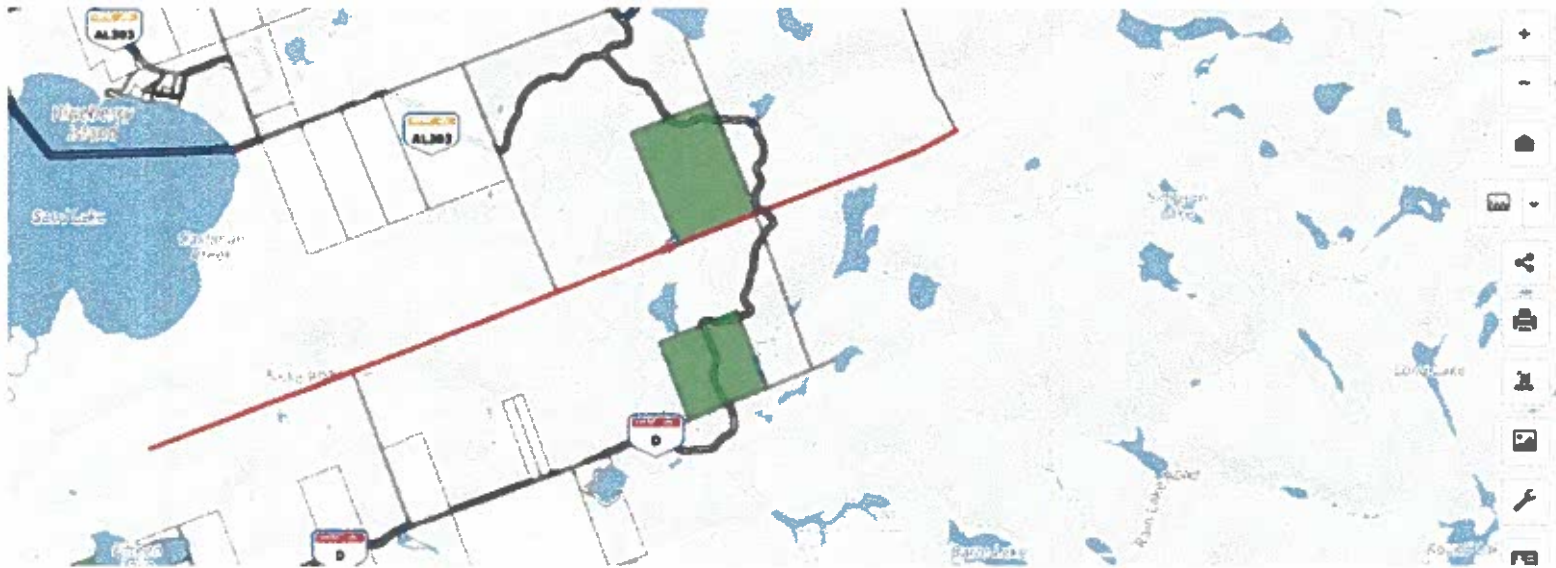
PIN: 521540190

DESCRIPTION: RDAL BTN LT 30 AND LT 31 CON 13 BETHUNE; RDAL BTN LT 30 AND LT 31 CON 14 BETHUNE; KEARNEY

Expired on:

No MOU attached

View History



1 record found.

[Add a Landowner](#)

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510437

DESCRIPTION: RDAL BTN TWP OF BETHUNE AND TWP OF PROUDFOOT N OF CENTRE LINE E OF THE RDAL BTN LT 15 & LT 16 PROUDFOOT; KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

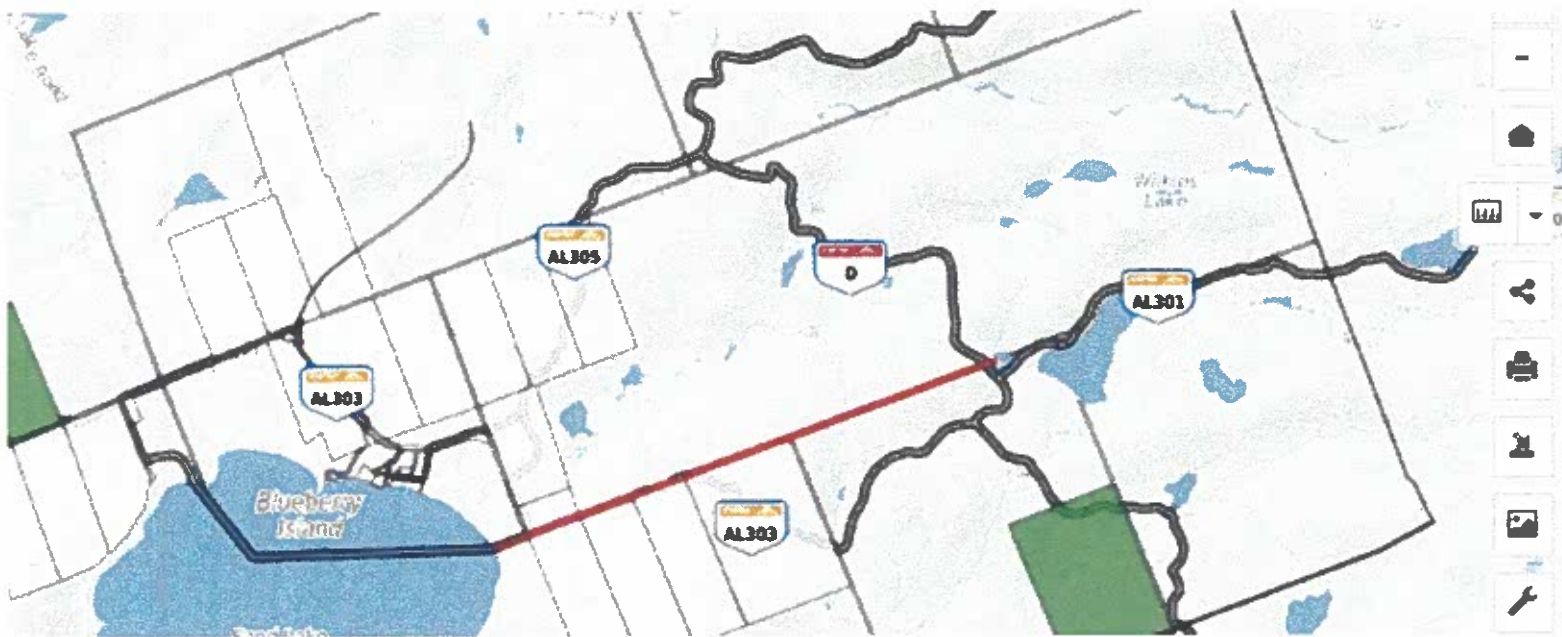
PIN: 521510433

DESCRIPTION: RDAL BTN LT 30 AND LT 31 CON 1 PROUDFOOT; RDAL BTN LT 30 AND LT 31 CON 2 PROUDFOOT S OF THE SHORE RDAL AROUND LITTLE PATTERSON LAKE; KEARNEY

Expired on:

No MOU attached

View History



Add a Landowner 

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

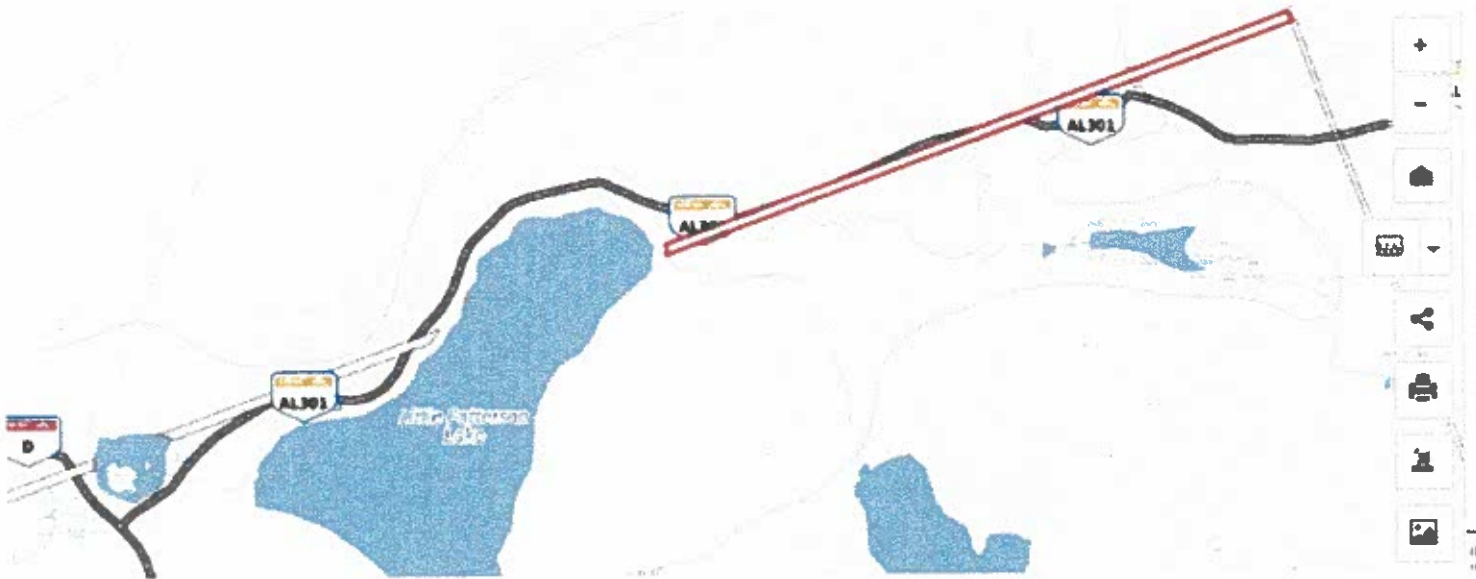
PIN: 521510420

DESCRIPTION: RDAL BTN CON 2 AND
CON 3 PROUDFOOT BTN THE SHORE
RDAL AROUND SAND LAKE & AN
UNNAMED LAKE IN LT 29 & LT 30 CON 2
AND LT 29 & LT 30 CON 3 EXCEPT
LT69109; KEARNEY

Expired on:

No MOU attached

 **View History**



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510422

DESCRIPTION: RDAL BTN CON 2 AND CON 3 PROUDFOOT E OF THE SHORE RDAL AROUND LITTLE PATTERSON LAKE; KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

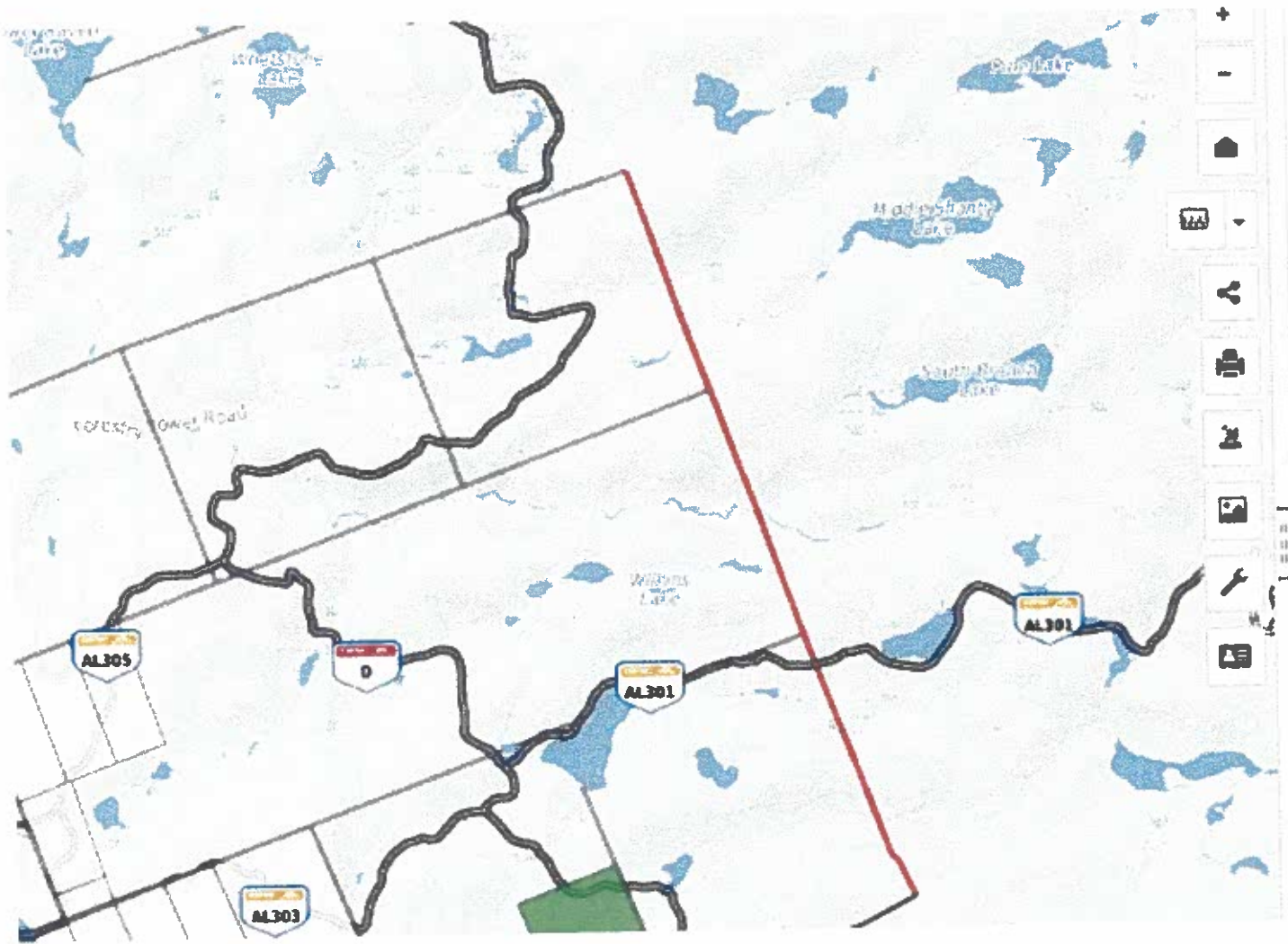
PIN: 521510421

DESCRIPTION: RDAL BTN CON 2 AND CON 3 PROUDFOOT
BTN AN UNNAMED LAKE IN LT 29 & LT 30 CON 2 AND LT
29 & LT 30 CON 3 & THE SHORE RDAL AROUND LITTLE
PATTERSON LAKE, KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING

JURISDICTION

ADDRESS :

PIN: 521510436

DESCRIPTION: RDAL BTN TWP OF BUTT AND TWP OF

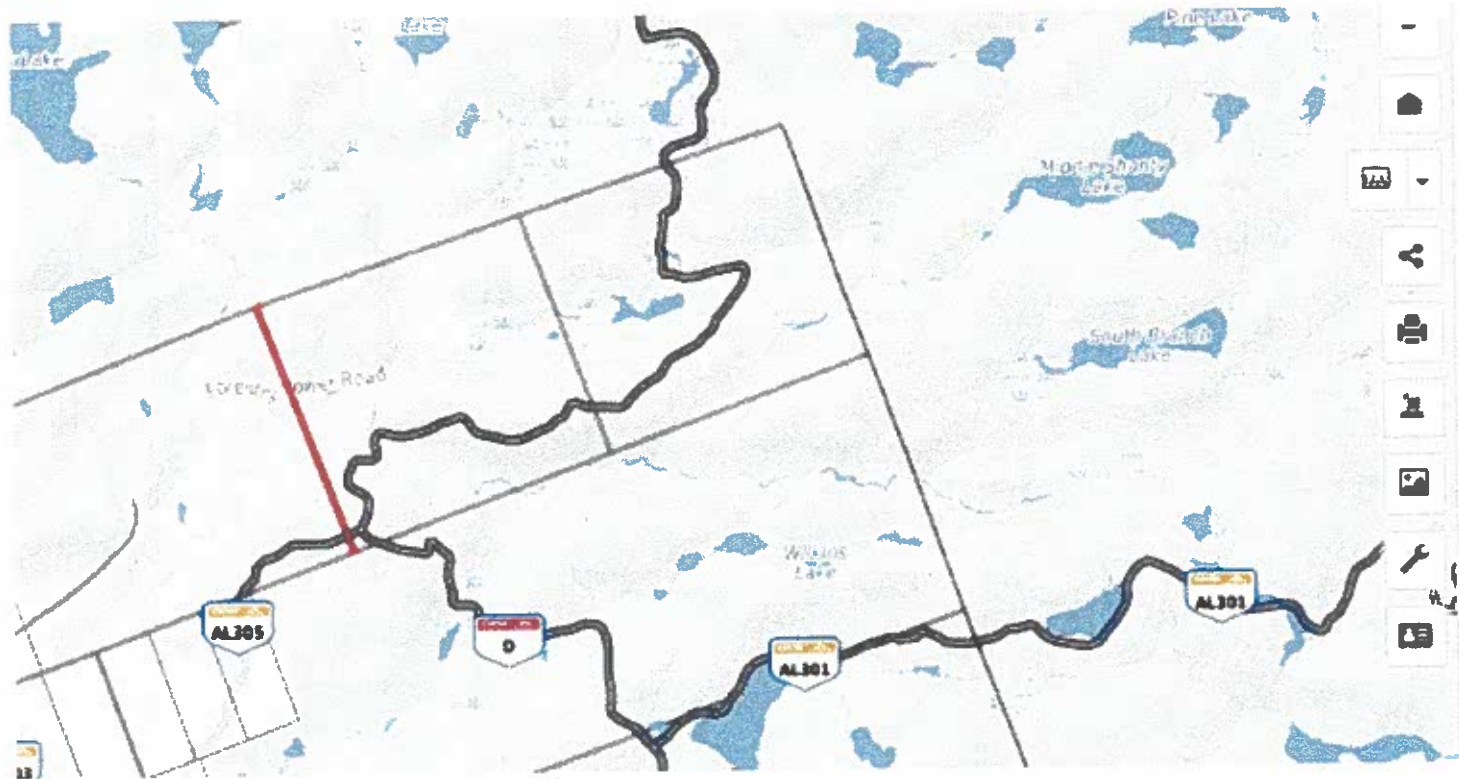
PROUDFOOT S OF RDAL BTN CON 6 & CON 7

PROUDFOOT W OF CENTRE LINE; KEARNEY

Expired on:

No MOU attached

View History



Add a Landowner 

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510427

DESCRIPTION: RDAL BTN LT 25 AND LT 26 CON 5

PROUDFOOT; RDAL BTN LT 25 AND LT 26 CON 6

PROUDFOOT; KEARNEY

Expired on:

No MOU attached

 **View History**



Add a Landowner /

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

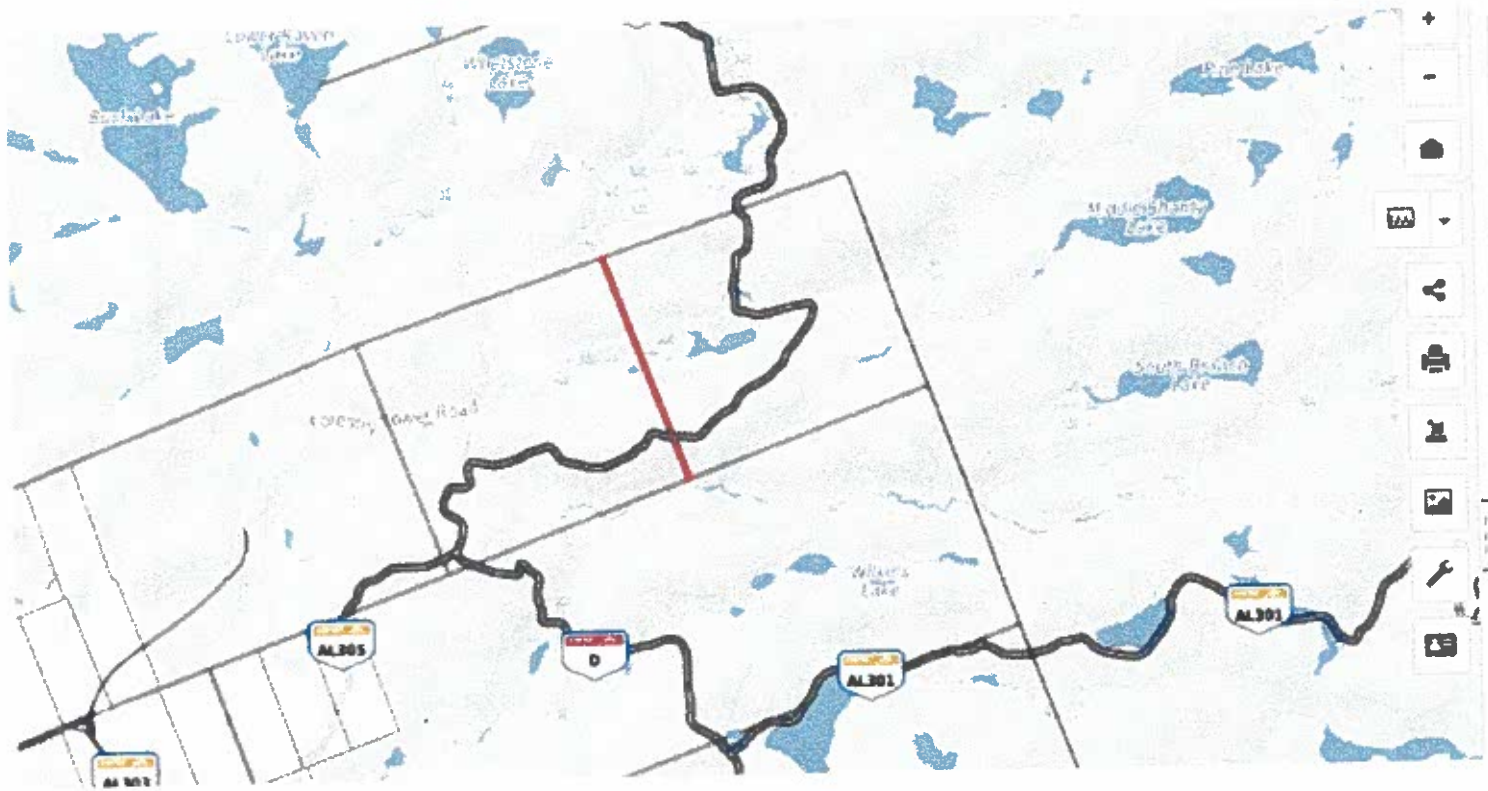
PIN: 521500236

DESCRIPTION: RDAL BTN CON 6 AND CON 7 PROUDFOOT
BTN RDAL BTN LT 15 AND LT 16 CON 7 AND RDAL BTN
TWP OF PROUDFOOT AND TWP OF BUTT: KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

[Add a Landowner](#)

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510430

DESCRIPTION: RDAL BTN LT 30 AND LT 31 CON 5

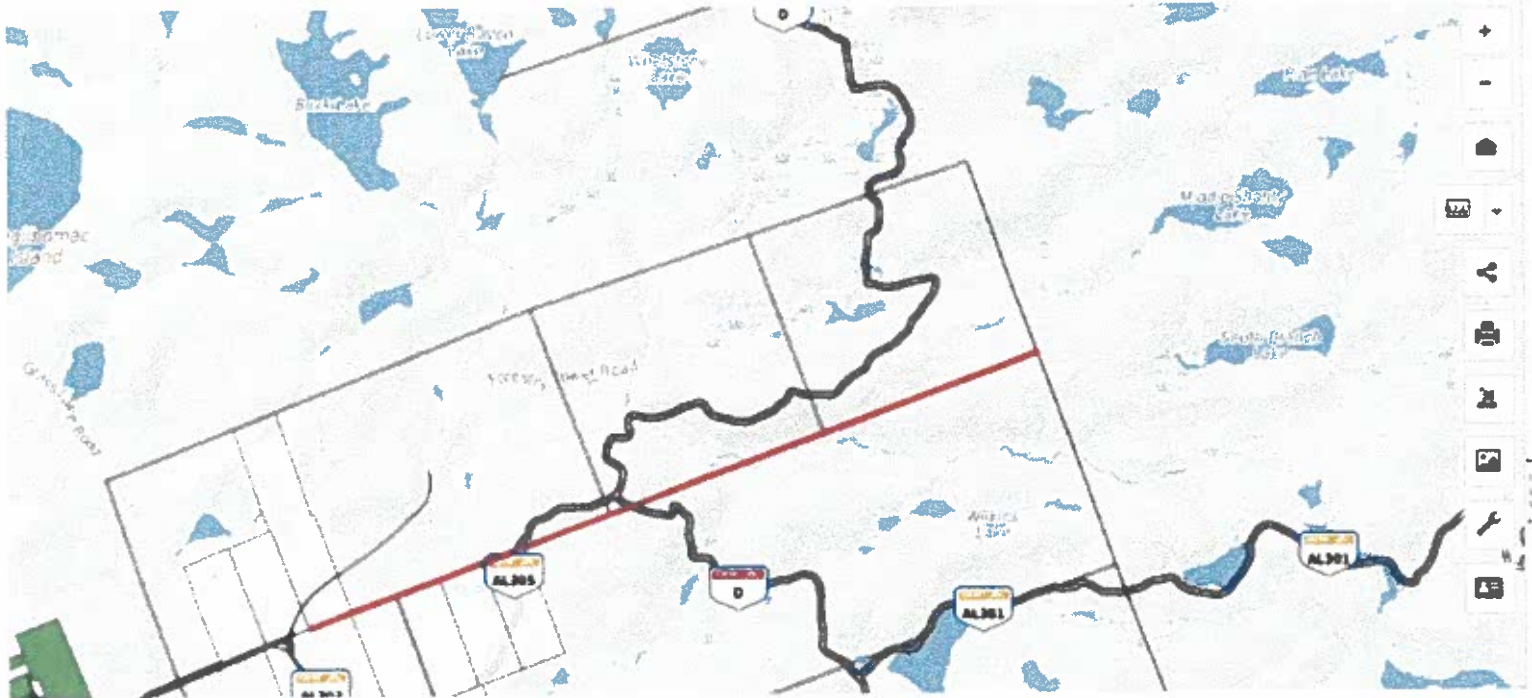
PROUDFOOT; RDAL BTN LT 30 AND LT 31 CON 6

PROUDFOOT; KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

[Add a Landowner](#)

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510419

DESCRIPTION: RDAL BTN CON 4 AND CON 5 PROUDFOOT E OF PT 1 & 2 42R13860; KEARNEY

Expired on:

No MOU attached

[View History](#)



Search for Location, Address:



Query results

1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

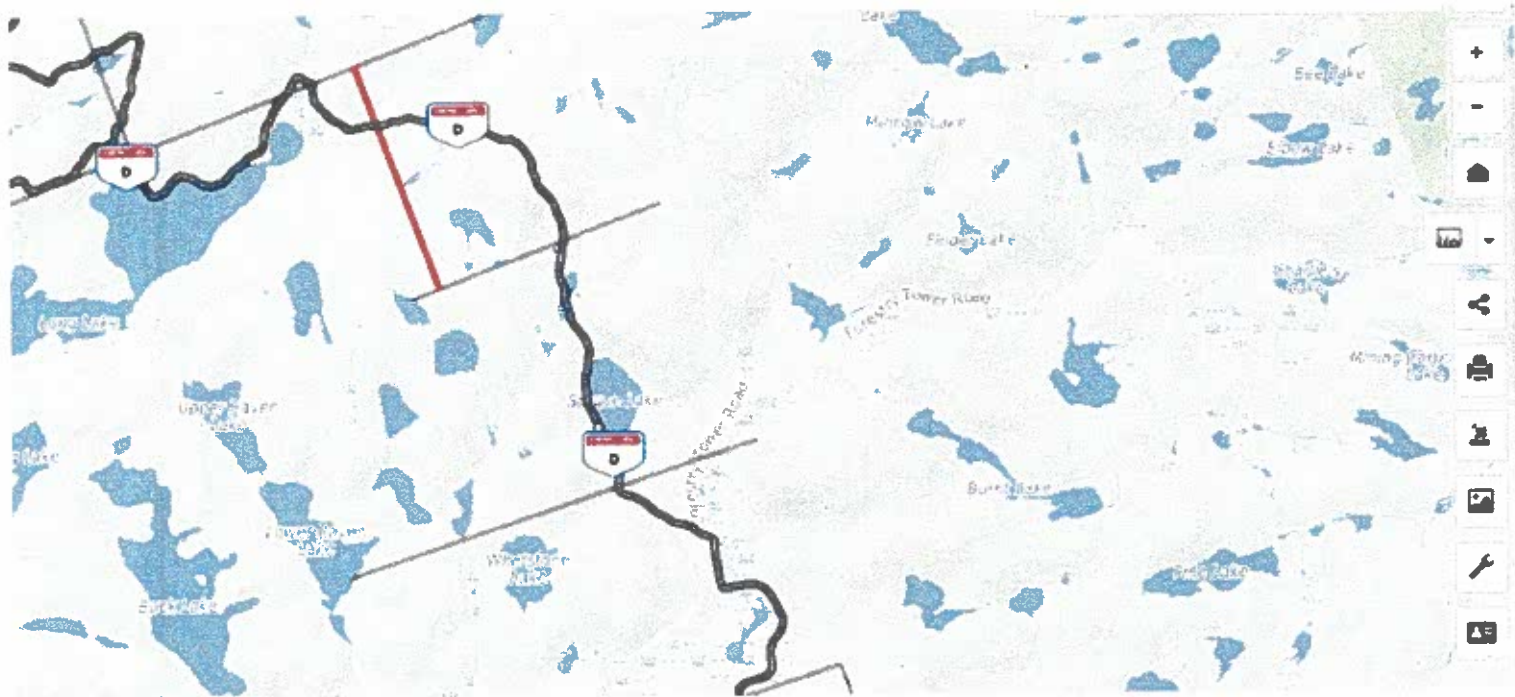
PIN: 521500226

DESCRIPTION: RDAL BTN CON 12 AND CON 13 PROUDFOOT BTN SHORE RDAL AROUND UNNAMED LAKE IN LT 6 PL 42M608 AND UNNAMED LAKE IN LT 33 CON 12; KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

Add a Landowner ↗

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

PIN: 521500221

DESCRIPTION: RDAL BTN LT 30 AND LT 31 CON 11

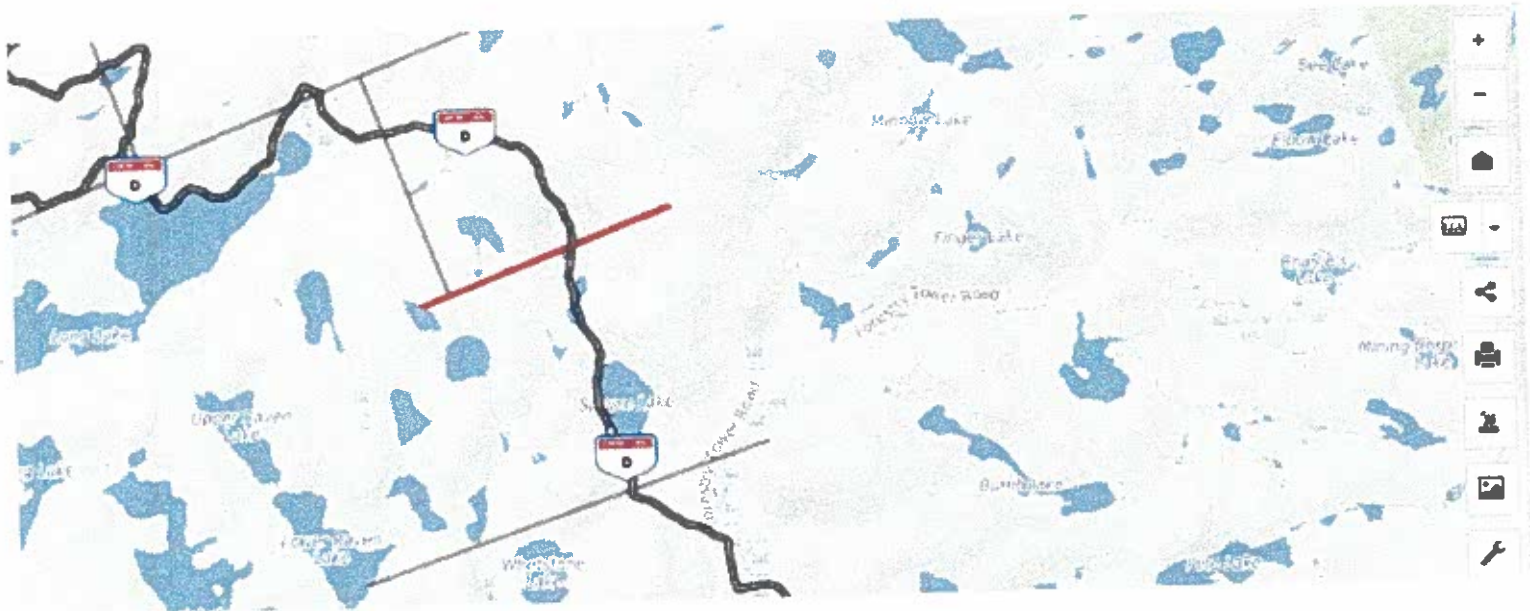
PROUDFOOT; RDAL BTN LT 30 AND LT 31 CON 12

PROUDFOOT; KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521500232

DESCRIPTION: RDAL BTN CON 10 AND CON 11
PROUDFOOT BTN UNNAMED LAKE IN LT 30 CON 10 AND
RDAL BTN TWP OF PROUDFOOT AND TWP OF BUTT;
KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

PIN: 521500235

DESCRIPTION: RDAL BTN CON 8 AND CON 9 PROUDFOOT BTN LOWER RAVEN LAKE AND RDAL BTN TWP OF PROUDFOOT AND TWP OF BUTT; KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner /

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

PIN: 521500226

DESCRIPTION: RDAL BTN CON 12 AND CON
13 PROUDFOOT BTN SHORE RDAL AROUND
UNNAMED LAKE IN LT 6 PL 42M608 AND
UNNAMED LAKE IN LT 33 CON 12, KEARNEY

Expired on:

No MOU attached

[View History](#)



LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION
ADDRESS :
PIN: 521500225
DESCRIPTION: RDAL BTN CON 12 AND CON
13 PROUDFOOT BTN RDAL BTN LT 15 AND LT
16 CON 12 AND SHORE RDAL AROUND
UNNAMED LAKE IN LT 5 PL 42M608,
KEARNEY

Expired on:
No MOU attached

[View History](#)



Map & Landowner:

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

PIN: 521500214

DESCRIPTION: RDAL BTN LT 25 AND LT 26
CON 13 PROUDFOOT; RDAL BTN LT 25 AND
LT 26 CON 14 PROUDFOOT; KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

PIN: 520640280

DESCRIPTION: RDAL BTN TWP OF
PROUDFOOT AND TWP OF JOLY N OF THE
CENTRE LINE BTN RDAL BTN LT 15 AND LT 16
CON 1 JOLY AND RDAL BTN TWP OF PAXTON
AND TWP OF JOLY; JOLY

Expired on:

No MOU attached

[View History](#)

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

PIN: 521500238

DESCRIPTION: RDAL BTN TWP OF JOLY AND
TWP OF PROUDFOOT S OF CENTRE LINE
BTN RDAL BTN LT 15 AND LT 16 CON 14 AND
RDAL BTN TWP OF PROUDFOOT AND TWP
OF BUTT; KEARNEY

Expired on:



LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION
ADDRESS :
PIN: 521500201
DESCRIPTION: RDAL BTN LT 15 AND LT 16
CON 10 PROUDFOOT; RDAL BTN LT 15 AND
LT 16 CON 11 PROUDFOOT; RDAL BTN LT 15
AND LT 16 CON 12 PROUDFOOT; RDAL BTN
LT 15 AND LT 16 CON 13 PROUDFOOT; RDAL
BTN LT 15 AND LT 16 CON 14 PROUDFOOT N
OF UNNAMED LAKE IN LT 16 CON 10;

KEARNEY

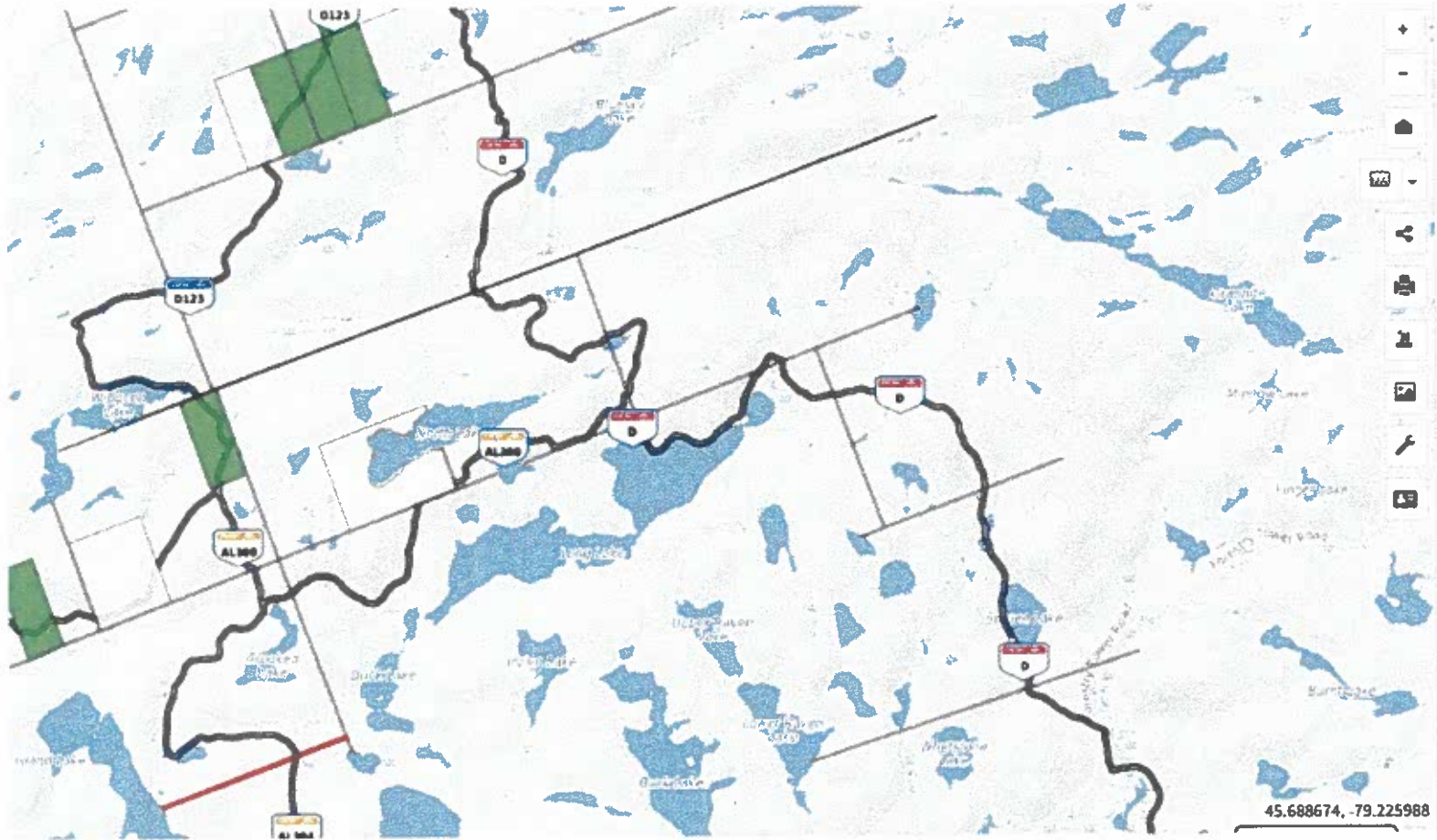
Expired on:

No MOU attached

[View History](#)



Add a Landowner /
LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION
ADDRESS :
PIN: 521490624
DESCRIPTION: RDAL BTN CON 12 AND CON
13 PROUDFOOT BTN RDAL BTN TWP OF
PROUDFOOT AND TWP OF ARMOUR AND
RDAL BTN LT 15 AND LT 16 CON 13; KEARNEY
Expired on:
No MOU attached
[View History](#)



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

PIN: 521490627

DESCRIPTION: RDAL BTN CON 10 AND CON 11 PROUDFOOT BTN PROUDFOOT LAKE (AKA ISLAND LAKE) AND RDAL BTN LT 15 & LT 16 CON 11, KEARNEY

Expired on:
No MOU attached

[View History](#)



Add a Landowner ↗

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS:

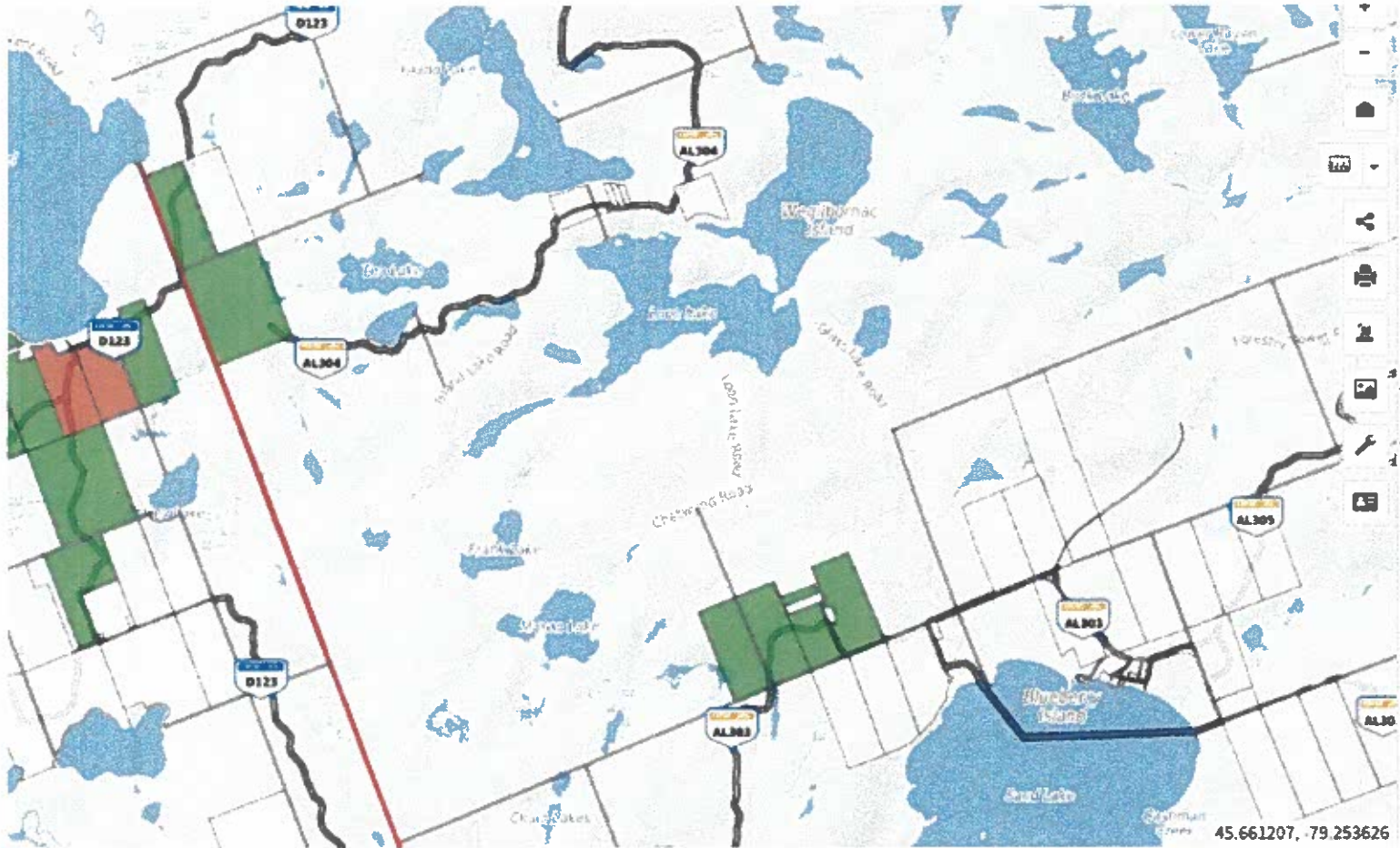
PIN: 521490625

DESCRIPTION: RDAL BTN CON 10 AND CON 11 PROUDFOOT BTN RDAL BTN TWP OF PROUDFOOT & TWP OF ARMOUR AND SHORE RDAL AROUND UNNAMED LAKE IN LT 7 CON 10; KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner ✎
 LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION
 ADDRESS :
 PIN: 521470454
 DESCRIPTION: RDAL BTN TWP OF PROUDFOOT AND TWP OF ARMOUR LYING W OF THE CENTER LINE AND S OF THE RDAL BTN CON 10 AND CON 11; ARMOUR
Expired on:
 No MOU attached
[View History](#)

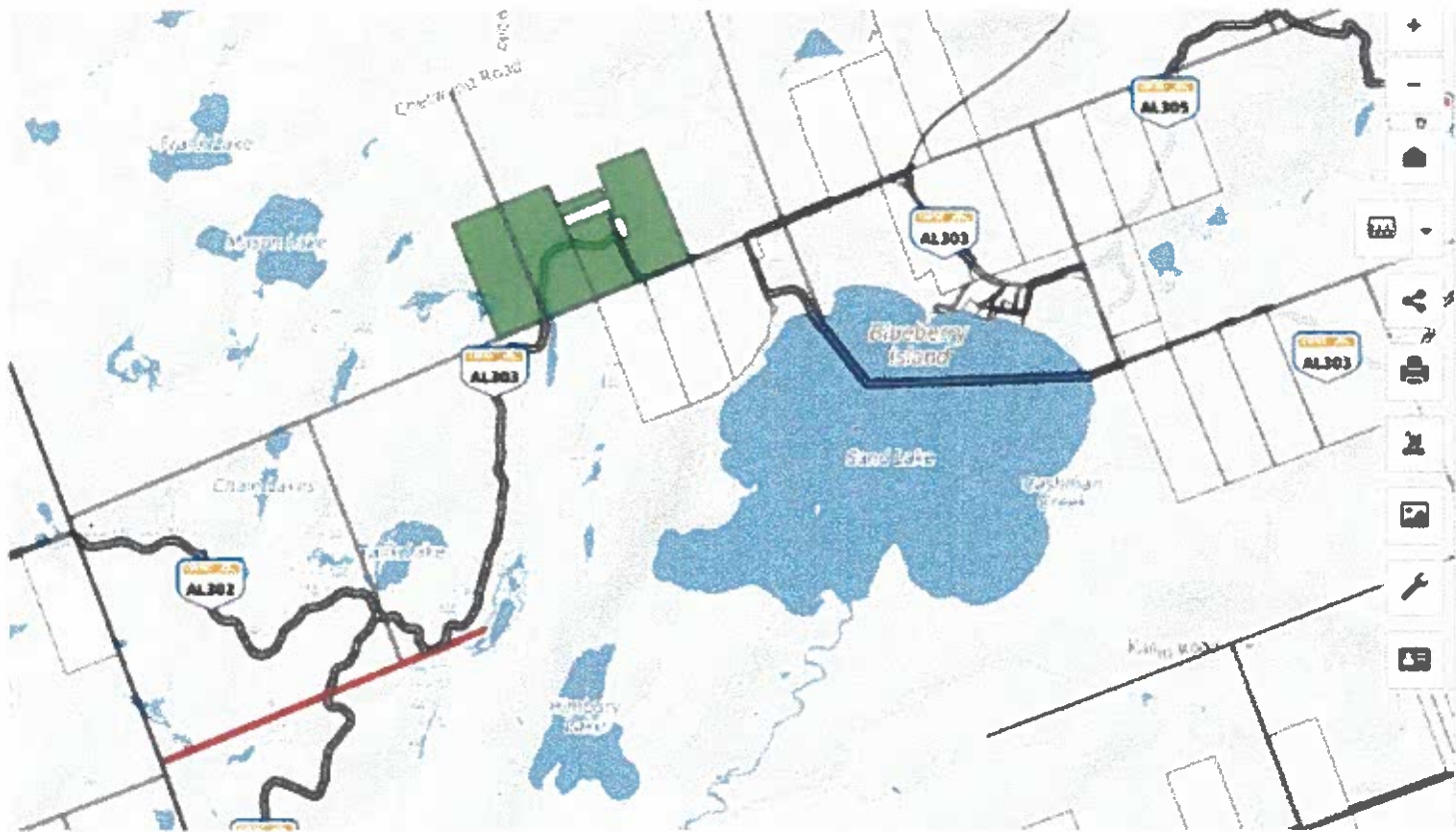
Add a Landowner ✎
 LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION
 ADDRESS :
 PIN: 521490606
 DESCRIPTION: RDAL BTN TWP OF PROUDFOOT AND TWP OF ARMOUR E OF CENTRE LINE BTN SHORE RDAL AROUND PICKEREL LAKE (AKA ARMOUR LAKE) AND RDAL BTN CON 6 AND CON 7; KEARNEY
Expired on:
 No MOU attached
[View History](#)



Add a Landowner ✎
LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION
ADDRESS :
PIN: 521480462
DESCRIPTION: RDAL BTN CON 4 AND CON 5
PROUDFOOT BTN RDAL BTN TWP OF
ARMOUR AND TWP OF PROUDFOOT & RDAL
BTN LT 15 AND LT 16 CON 4 PROUDFOOT;
KEARNEY

Expired on:
No MOU attached

[View History](#)



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521480461

DESCRIPTION: RDAL BTN CON 2 AND CON 3 PROUDFOOT
BTN RDAL BTN TWP OF ARMOUR AND TWP OF PROUDFOOT & UNNAMED LAKE IN LT 8 CON 2 PROUDFOOT; KEARNEY

Expired on:

No MOU attached

[View History](#)



2 RECORDS FOUND.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521480464

DESCRIPTION: RDAL BTN LT 5 AND LT 6 CON 3
PROUDFOOT; RDAL BTN LT 5 AND LT 6 CON 4
PROUDFOOT; KEARNEY

Expired on:

No MOU attached

View History



1 record found.

Add a Landowner ✎

LANDOWNER NAME: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND COMMUNICATION

ADDRESS :

PIN: 521480451

DESCRIPTION: PT LT 15 CON 4 PROUDFOOT PT 1 TO 3, 5 42R6139; S/T ROS2816; KEARNEY

Expired on:

No MOU attached

[View History](#)



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :
PIN: 521510418
DESCRIPTION: RDAL BTN CON 4 AND CON 5
PROUDFOOT (AKA SECONDARY HIGHWAY
518) BTN THE RDAL BTN LT 15 & LT 16 & PT 3
42R13807; KEARNEY

Expired on:

No MOU attached

View History



Add a Landowner

LANDOWNER NAME: THE CORPORATION OF THE TOWN OF KEARNEY

ADDRESS :

PIN: S21510204

DESCRIPTION: PCL 26241 SEC 5S PT LT 18 CON 4 PROUDFOOT; PT LT 18-19, 22 CON 5 PROUDFOOT; PT RDAL BTN CON 4 & 5 IN FRONT OF LT 18 PROUDFOOT; PT RDAL BTN LT 20 & 21 CON 5 PROUDFOOT; PCL 26255 SEC 5S; PT LT 20 CON 5 PROUDFOOT; PT LT 21 CON 5 PROUDFOOT; LOCATION C&J96 PROUDFOOT BEING PT 2, 3, 4, 6, 7, 9, 12 & 14, 42R13807 & PT 1 & 2, 42R13858; KEARNEY

Expired on:

No MOU attached

[View History](#)

OFSC Trails

Trail ID	268549
Object ID	3401
Notes	Edgewater Resort to Memory Lane



Add a Landowner

LANDOWNER NAME: HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE OF
ONTARIO REPRESENTED BY THE
MINISTER OF TRANSPORTATION AND
COMMUNICATIONS

ADDRESS :

PIN: 521510212

DESCRIPTION: PCL 21924 SEC 55; PCL
21855 SEC 55; PCL 27611 SEC 55; PCL
21688 SEC 55; PCL 21964 SEC 55; PCL
21889 SEC 55; PT LT 19 CON 4
PROUDFOOT; PT LT 19 CON 3
PROUDFOOT; PT LT 20 CON 3
PROUDFOOT PT 9, D-91, PT 15, 16, 17 &
18, 42R8408 & PT 4, 5 & 6, LT76387;
KEARNEY



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS :

PIN: 521510425

DESCRIPTION: RDAL BTN LT 20 AND LT 21
CON 3 PROUDFOOT; RDAL BTN LT 20 AND LT
21 CON 4 PROUDFOOT; KEARNEY

Expired on:

No MOU attached

View History



1 record found.

Add a Landowner ✎

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521490620

DESCRIPTION: RDAL BTN LT 10 AND LT 11 CON 9 PROUDFOOT; RDAL BTN LT 10 AND LT 11 CON 10 PROUDFOOT BTN SHORE RDAL AROUND PROUDFOOT LAKE (AKA ISLAND LAKE) AND SHORE RDAL AROUND PEVENSEY LAKE (AKA LOON LAKE); KEARNEY

Expired on:

No MOU attached

[View History](#)



Add a Landowner 

LANDOWNER NAME: HER MAJESTY, THE QUEEN, IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION AND COMMUNICATION

ADDRESS :

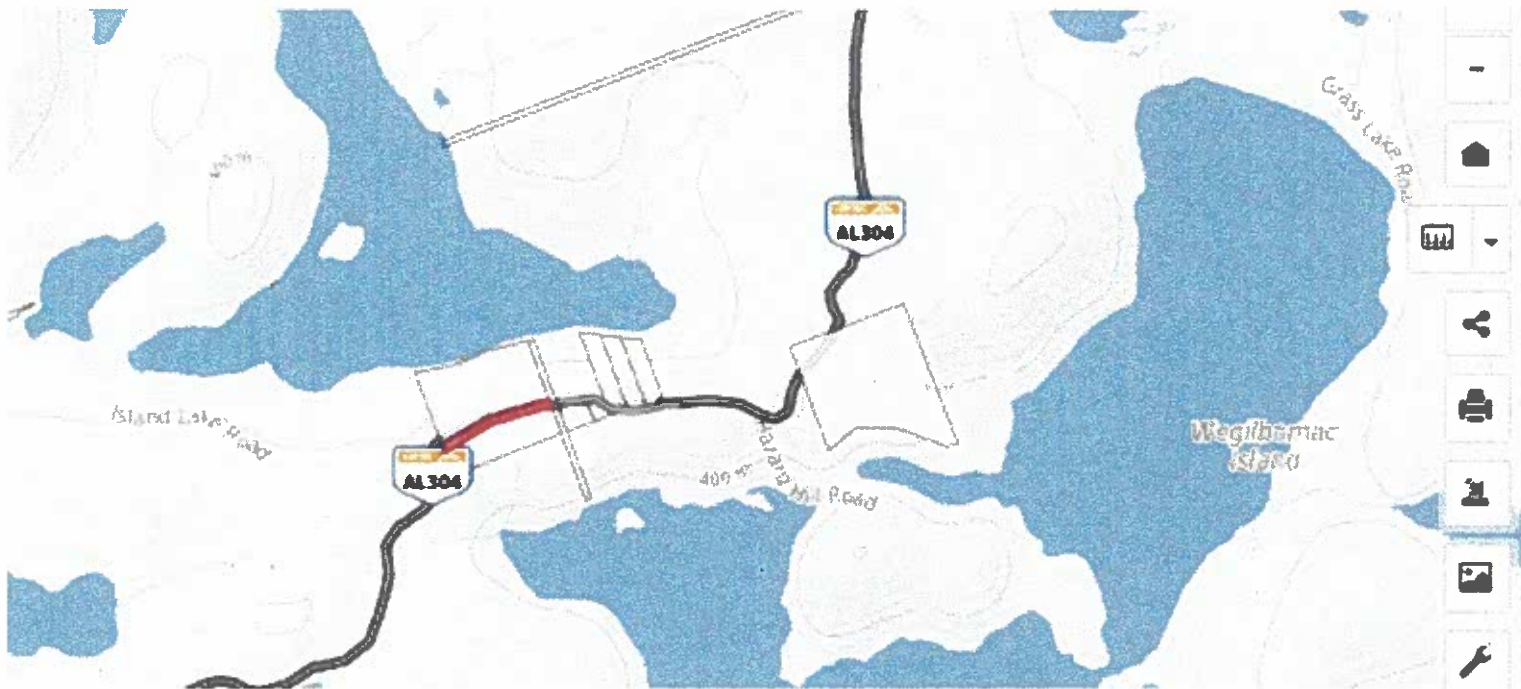
PIN: 521490454

DESCRIPTION: PCL 16759 SEC 5S; PT BROKEN LT 11 CON 10 PROUDFOOT; PT BROKEN LT 11 CON 9 PROUDFOOT PT 5 & 6 42R3155 EXCEPT AN ALLOWANCE OF ONE CHAIN IN PERPENDICULAR WIDTH FOR A ROAD ALONG THE SHORES OF ISLAND LAKE AND LOON LAKE; KEARNEY

Expired on:

No MOU attached

 [View History](#)



Add a Landowner

LANDOWNER NAME: HER MAJESTY, THE QUEEN, IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION AND COMMUNICATION

ADDRESS :

PIN: 521490455

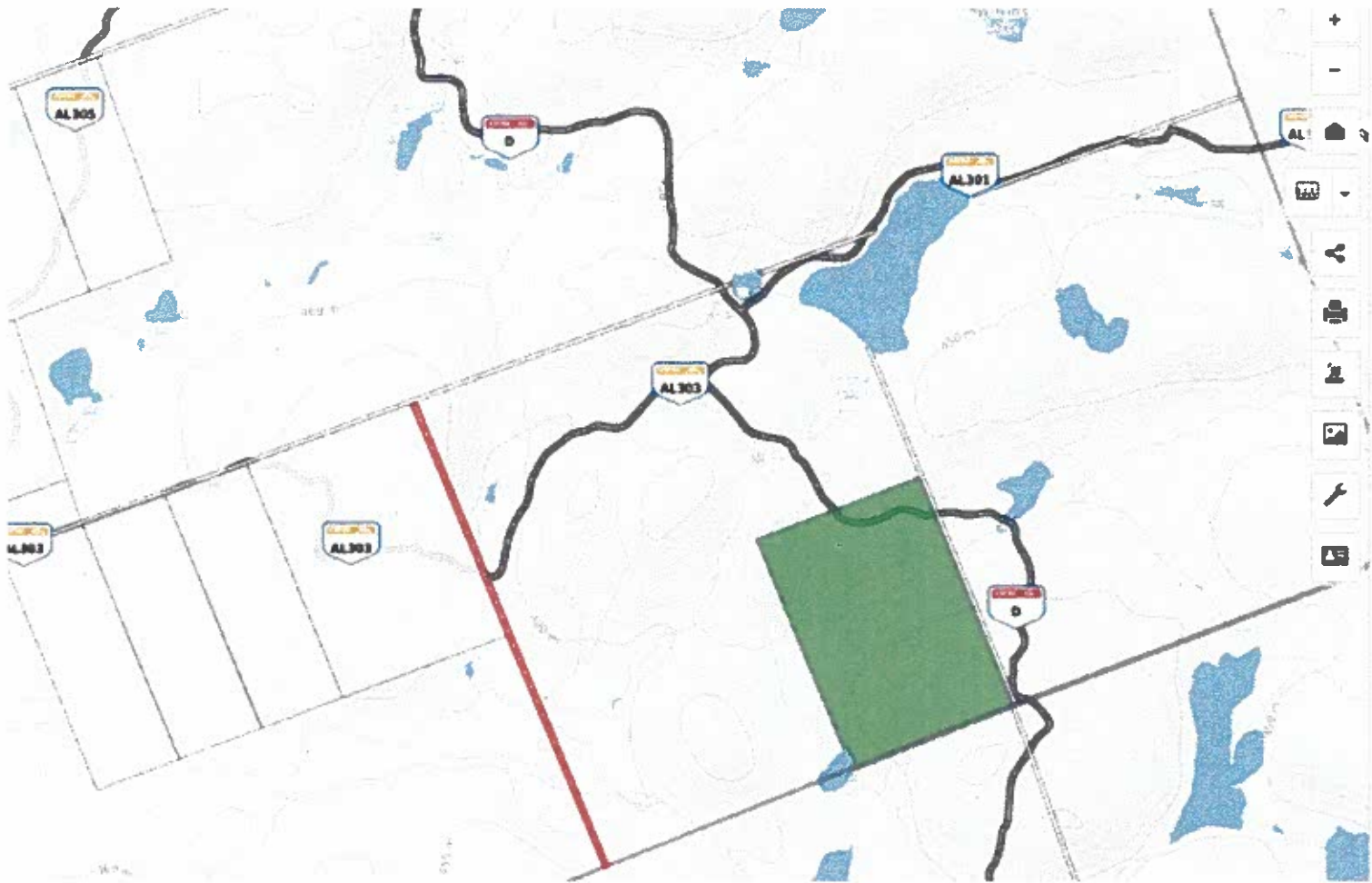
DESCRIPTION: PCL 16759 SEC SS; PT BROKEN LT 10 CON 10 PROUDFOOT PT 4 42R3155 EXCEPT AN ALLOWANCE OF ONE CHAIN IN PERPENDICULAR WIDTH FOR A ROAD ALONG THE SHORES OF ISLAND LAKE; KEARNEY

Expired on:

No MOI attached



AND C LANDOWNER
LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION
ADDRESS :
PIN: 521490612
DESCRIPTION: RDAL BTN LT 5 AND LT 6 CON
9 PROUDFOOT BTN UNNAMED LAKE IN LT 5
AND 6 CON 9 AND RDAL BTN CON 8 AND CON
9; KEARNEY
Expired on:
No MOU attached
[View History](#)



1 record found.

Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 521510429

DESCRIPTION: RDAL BTN LT 25 AND LT 26 CON 1 PROUDFOOT; RDAL BTN LT 25 AND LT 26 CON 2 PROUDFOOT; KEARNEY

Expired on:

No MOU attached

View History



Add a Landowner

LANDOWNER NAME: PUBLIC AUTHORITY
HAVING JURISDICTION

ADDRESS:

PIN: 521500225

DESCRIPTION: RDAL BTN CON 12 AND CON
13 PROUDFOOT BTN RDAL BTN LT 15 AND LT
16 CON 12 AND SHORE RDAL AROUND
UNNAMED LAKE IN LT 5 PL 42M608;
KEARNEY

Expired on:

No MOU attached

View History



APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

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

Name _____

Address: _____

Postal Code: _____ Occupation: _____

Telephone Number: (res.) _____ (bus.) _____

Email: _____

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

1. _____

2. _____

3. _____

COMMITTEE AND COMMUNITY EXPERIENCE

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

COMMITTEE	FROM	TO

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

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

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



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

Fall 2024 Agenda – 169th Meeting – Friday, September 27, 2024

Hosted by the Township of The Archipelago

Pointe au Baril Community Centre, 70 S Shore Rd, Pointe au Baril, ON P0G 1K0

8:15-9:00

Registration / Coffee sponsored by **RealTax**

9:00-10:00

Opening Remarks by Mayor Bert Liverance, Township of The Archipelago

Introduction of the Head Table

Greetings from **Parry Sound-Muskoka MP, Scott Aitchison** (*invited*)

Greetings from **Parry Sound-Muskoka MPP, Graydon Smith** (*invited*)

FONOM Update *presented by* **FONOM President, Danny Whalen**

ROMA Update *presented by* **ROMA Zone 9 Director, Mark Wilson**

10:00-10:30

District of Parry Sound Hospital and Health Care Update *presented by* **Donald Sanderson, CEO of the West Parry Sound Health Centre and Rod Ward, Chair of the Almaguin Highlands Health Council**

10:30-10:50

Age Friendly Community (AFC) Committee *presented by* **Samantha Docherty, Co Chair of the Committee and Community Health Promoter with the North Bay Parry Sound District Health Unit**

10:50-11:10

Coffee break sponsored by **J.L. Richards & Associates**

11:10-11:30

Social Robots Supporting Healthy Aging & Helping Seniors Age in Place *presented by* **Omid Ali Kharazmi, PhD Research Specialist and Dr. Anna-Liisa Mottonen, Canadore College Research Centre**

11:30-12:00

Meaning and Importance of Land Acknowledgments *presented by* **Chrystal Tabobandung, Owner/Founder of RAISE Indigenous Cultural Awareness**

12:00-1:00

Lunch – Turkey Buffet with all of the trimmings; mashed potatoes, stuffing, vegetable, turkey, gravy, dinner roll, salad and dessert by **Jim Macoubrey**

1:00-1:20

Almaguin Housing Task Force *presented by* **Acting Vice-Chairs Rod Ward, Armour Mayor and Dave Gray, Director of Economic Development, Almaguin Community Economic Development**

1:20-1:40

Job Market Update *presented by* **Stacie Fiddler, Executive Director of The Labour Market Group**

1:40-2:00

Planning Changes with the Passing of Bill 185 (Cutting Red Tape to Build More Homes Act) *presented by* **David Welwood, Senior Planner with J.L. Richards & Associates**

2:00

Resolutions / Business Meeting

- Adoption of the Minutes of the Spring 2024 Meeting
- Minutes of the July 18, 2024 Executive Meeting
- Treasurer's Report January 1, 2024 to July 31, 2024
- Resolution to Provide Free Access to Integrity Commissioners for Council Members

Draw for Mystery Door Prize: Must be present to claim

Host and Date of Next Meeting: Sundridge/Strong/July in the Village of Sundridge

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 Fall Meeting

The Fall Meeting of the District of Parry Sound Municipal Association will be held on **Friday, September 27, 2024** hosted by the Township of the Archipelago. The location of the meeting is at the **Pointe au Baril Community Centre**, 70 South Shore Road, Pointe au Baril, ON P0G 1K0.

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 Thursday, September 12, 2024, so that catering arrangements can be finalized.

Resolutions to be considered at the meeting are to be submitted prior to Thursday, September 12, 2024 so they can be circulated to delegates prior to the meeting.

Registration can be made by:

Email: 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 may 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.

AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the "Town")

OF THE FIRST PART

-and-

CINDY LEGGETT
(hereinafter called the "Country Fusion Fitness Instructor")

OF THE SECOND PART

WHEREAS the Town desires to hire the services of the Country Fusion Fitness Instructor for a set term to instruct Country Fusion Fitness classes in the Town of Kearney.

AND WHEREAS the Country Fusion Fitness Instructor will provide the Services on the terms as set out herein;

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

1. **TERM**

The term of this Agreement shall be for 10 weeks from Thursday September 5, 2024 to and including Thursday November 14, 2024, after which this Agreement shall terminate.

The Country Fusion Fitness Instructor shall perform the Services as set out herein on the following dates and times:

- Thursday evenings from September 5, 2024 until November 14, 2024 from 6:30pm to 7:30pm for a ten (10) week term.

On each service date, the Country Fusion Fitness Instructor shall, and is permitted to, attend at the Site (8 Main Street, Kearney, also known as the Kearney Community Centre) and start time noted above, and is permitted to, remain at the Site until the end time noted.

2. **SCOPE OF SERVICES**

During the dates and times set out herein, the Country Fusion Fitness Instructor shall provide the services of instructing Country Fusion Fitness classes for the Town of Kearney. All materials and equipment necessary for the Services shall be supplied by the Country Fusion Fitness Instructor, at its sole expense. The Country

Fusion Fitness Instructor shall complete the Services in a good and workmanlike manner.

3. LOCATION

The Country Fusion Fitness Instructor shall be permitted to locate its equipment and materials on the Site as directed by the Town and as is reasonably necessary to facilitate the provision of the Services.

3. FEES AND PAYMENT SCHEDULE

The Country Fusion Fitness Instructor shall invoice the Town after completing all Services in the preceding month, and the Town shall remit payment within a reasonable period of time thereafter.

4. TOWN DIRECTIONS

The Country Fusion Fitness Instructor undertakes and agrees to follow the reasonable directions of the Town with respect to all matters arising from this Agreement.

5. INSURANCE, INDEMNIFICATION AND RELEASE

5.1 INSURANCE

- a. Policy of Insurance - The Country Fusion Fitness Instructor shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town and insuring for the joint benefit of the Operator and the Town against any liability that may arise out of services contracted for hereunder.
- b. Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than \$2,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - i. a cross-liability clause;
 - ii. product/completed operation coverage;
 - iii. shall include the following as an additional insured:
 1. The Corporation of the Town of Kearney
- c. Notice of Cancellation - a provision that the insurance company agrees to notify the Town fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- d. Certificate of Coverage - Any certificate of coverage filed with the Town shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d), and herein.

- e. Confirmation of Premium Payment - The Country Fusion Fitness Instructor shall, from time to time as required by the Town, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Country Fusion Fitness Instructor shall file a copy of the policy with the Town.
- f. Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Country Fusion Fitness Instructor from responsibility for other or larger claims, if any, and for which it may be held responsible.

5.2 INDEMNIFICATION AND WAIVER

The Country Fusion Fitness Instructor agrees and covenants to indemnify and save harmless the Town and its employees, officers, directors, agents, servants and invitees (collectively, the “**Indemnified Parties**”) from and against any and all loss, liability, damages, costs and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the performance of any work or service performed or rendered by the Instructor, its agents, officials, employees or subcontractors or any of them or as a result of any act or omission of the Instructor, its agent, officials, employees or subcontractors resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Instructor, the Instructor shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

The Country Fusion Fitness Instructor further agrees and covenants to indemnify and save harmless the Town against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Instructor as set out in this Agreement.

6. NOTICE

Notice shall be given by the Country Fusion Fitness Instructor to the Town in writing addressed and mailed by registered mail to:

**The Corporation of the Town of Kearney
P.O. Box 38, 8 Main Street
Kearney, Ontario P0A 1M0
ATTN: Clerk Administrator**

Notice shall be given by the Town to the Operator in writing addressed and mailed by registered mail to:

CINDY LEGGETT

Formal Notice shall be deemed to have been given on the date of mailing.

7. TERMINATION

The Town shall be entitled to terminate this Agreement in the event the Country Fusion Fitness Instructor should fail to perform its obligations, covenants, agreements and requirements as herein provided or for failing to perform, observe and fulfill the reasonable directions of the Town within seven (7) days of notice by the Town to the Country Fusion Fitness Instructor of the failure.

Further, either party may terminate this Agreement upon ninety (30) days' written notice.

Upon termination of this Agreement, the Country Fusion Fitness Instructor will accept payment for all work and services performed to the date of dismissal, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

8. TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof.

9. NO ASSIGNMENT

This Agreement shall not be assignable by the Country Fusion Fitness Instructor except on the consent of the Town in writing.

10. COVENANTS

It is agreed between the parties hereto that every covenant shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns and that all covenants herein contained shall be construed as being joint and several and that when the context so required or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

11. LIMITATION OF AGREEMENT

The Country Fusion Fitness Instructor acknowledges that this Agreement creates no rights beyond those expressly provided for herein.

This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements, or conditions which affect this Agreement other than as expressed herein.

12. AGREEMENT

This Agreement will be governed by and be construed according to the laws of the Province of Ontario and the laws of Canada applicable therein

IN WITNESSWHEREOF the said parties have by their proper officers hereunto set their hands and seals.

DATED this _____ day of _____, 2024.

SIGNED, SEALED AND DELIVERED
In the presence of

The Corporation of the
Town of Kearney

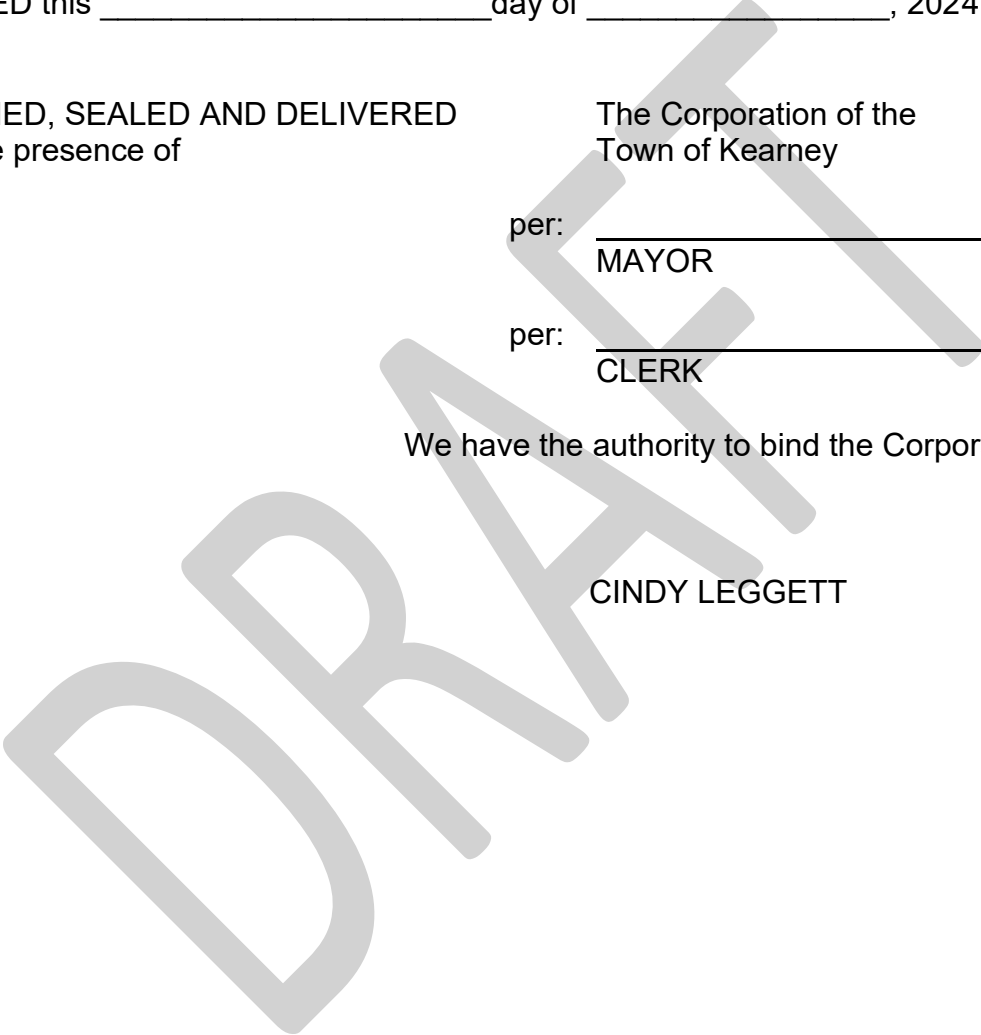
per: _____
MAYOR

per: _____
CLERK

We have the authority to bind the Corporation.

per:

CINDY LEGGETT



THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-38

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

Cindy Leggett

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

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

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

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into an agreement with Cindy Leggett to provide Country Fusion Fitness classes to its residents;

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

1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as "this Agreement".
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
3. That this By-law come into effect September 5, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk



The Corporation of the Town of Kearney

REQUEST FOR PROPOSAL

PROVISION OF CONSULTING SERVICES FOR THE UPDATE AND
DEVELOPMENT OF A CORPORATE STRATEGIC PLAN, OFFICIAL PLAN
AND ZONING BY-LAW

APRIL 18, 2024

REQUEST FOR PROPOSALS

Provision of Consulting Services for the Update and Development of A Corporate Strategic Plan, Official Plan and Zoning By- law

1.0 INTRODUCTION

The Corporation of the Town of Kearney invites proposals from professional firms interested in the provision of consulting services for the update and development of our Strategic Plan, Official Plan and affected Zoning By-law. The Proposal must meet all the requirements outlined in this document. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) may be possible.

We are a community with a population of approximately 974, located along the west edge of Algonquin Park in the southern most portion of Northern Ontario. The Town of Kearney is comprised of lakefront and rural properties, offering a proximity to larger urban centers while still providing a rural/wilderness flavour. While a wide range of facilities and services are only available outside of the municipality, the Town of Kearney provides its residents with a comfortable community in which to live, work and play. The Municipality is governed by a five-member Council, including a Mayor.

The Town Kearney has a current population of approximately 974 with an anticipated growth rate of 344% by 2043. The forecasted population for Kearney in 2043 is approximately 3350 permanent residents within the entire town. This population growth may also entail an increase of seasonal homes, typically seen in our outlying townships (Bethune and Proudfoot) which could result in 2528 additional homes by 2043.

In order to support the anticipated growth of the municipality the Town wants to ensure that a plan is in place to address any current needs and be prepared for the future.

For more information on this Request for Proposal, please contact:

Nicole Gourlay, Clerk Administrator

Phone: 705-636-7752 ext. 104

Email: nicole.gourlay@townofkearney.ca

1.1 Town's Vision, Mission, and Approach Statement

Our Vision – Live, work and play in a progressive, welcoming, and vibrant community.

Our Mission – To provide sustainable services, be environmental leaders and to promote and maintain an exceptional quality of life.

Our Approach – Recognize past experience; progressively face current challenges and prepare for future opportunities and growth.

2.0 PROJECT OVERVIEW

2.1 Purpose of the RFP

The Town of Kearney is seeking proposals from qualified and professional consulting firms to:

- assist in the development of a Corporate Strategic Plan that will allow the Town to strategically manage the direction of this term of Council and beyond;
- build off the success of Council's direction from the 2019 - 2025 Strategic Plan; and
- engage Council, municipal staff, other key agencies and the public in the process of developing the Plan.
- assist in the update and development of an Official Plan to recognize the growth potential and provide adaptability for the changes growth and development will afford
- Provide for the updating of the affected Zoning By-law

2.2 Project Scope

The Consultant's scope of work is to facilitate and conduct the entire strategic planning process for the Town of Kearney with assistance of the Kearney Council and Senior Staff. Unless otherwise directed by the Town, the Consultant's actionable and measurable plan shall deliver on the following:

- Lead the new term of Council with a municipal strategic planning process that will develop a four-year implemental municipal strategic plan/framework; provide training, tools/templates (i.e., SWOT or SOAR analysis), key performance measurements, etc.) that will facilitate ongoing planning, collaboration and responsive management to align and integrate strategic initiatives;
- Define clear priorities;
- Examine the important issues and opportunities in the Town;
- Engage with citizens, service clubs/groups and other external stakeholders (including business and community stakeholders) through surveys, town halls and/or focus groups; and
- Foster public support through enhanced communication (i.e., Town website, newspaper print, and social media platforms)

2.3 General Process

The following is a general description of the process expected in the development of the Corporate Strategic Plan. The Town is open to modification of these general steps by the Consultant to achieve a more enhanced, efficient and/or effective outcome.

- Research & review of the Town's resource information.

- The Town will be responsible for providing meeting facilities, as required.
- Initial startup in person orientation meeting with Council to confirm and review scope of work.
- Conduct and facilitate in person meetings and discussions with staff and Council as appropriate.
- The Consultant can expect a close working relationship with the Chief Administrative Officer, Senior Management Team members, and other key municipal personnel throughout the project.
- Prepare a public consultation plan with input from Council.
- Develop and conduct public consultation (in person and remote platforms) and provide a summary of information received.
- The consultant will be required to provide information and presentation materials intended to reach a variety of audiences using a variety of mediums.
- Prepare a preliminary draft strategic plan for Council and public review which identifies clear, actionable, measurable, prioritized goals, as well as a framework for how these goals will be delivered.
- Prepare revisions to the preliminary draft strategic plan to incorporate public and Council comments.
- Present the revised draft strategic plan at a Council Meeting.
- Prepare the revised draft plan as appropriate to respond to feedback from Council, staff and the public.
- Finalize the Corporate Strategic Plan, incorporating Council, staff and community comments that will include a consolidated summary of the work completed.
- Prepare a preliminary draft Official Plan for Council and public review which identifies clear, actionable, measurable, prioritized goals, as well as a framework for how these goals will be delivered.
- Prepare revisions to the preliminary draft official plan to incorporate public and Council comments.
- Present the revised draft official plan at a Council Meeting.
- Prepare the revised draft plan as appropriate to respond to feedback from Council, staff and the public.
- Finalize the Official Plan, incorporating Council, staff and community comments that will include a consolidated summary of the work completed.
- Prepare a preliminary draft official plan for Council and public review which identifies clear, actionable, measurable, prioritized goals, as well as a framework for how these goals will be delivered.
- Prepare revisions to the preliminary draft Zoning By-law to incorporate public and Council comments.
- Present the revised draft Zoning By-law at a Council Meeting.
- Prepare the revised Zoning By-law as appropriate to respond to feedback from Council, staff and the public.
- Finalize the Zoning By-law, incorporating Council, staff and community comments that will include a consolidated summary of the work completed.

2.4 Term of the Project:

The completion date for the work is set for the first Council meeting of June 2023. The Town of Kearney reserves the right to cancel the contract at its sole discretion based on sixty (60) days' notice.

2.5 RFP Deadline:

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Kearney reserves the right to modify any or all dates at its sole discretion.

September 9 th , 2024	-	RFP released
October 4, 2024 at 4 PM	-	RFP submission deadline
October 17, 2024	-	Respondent submission will be taken to Council for Approval
November 1, 2024	-	Strategic Plan Project kick-off
	-	Draft Corporate Strategic Plan presentation to Council
August 31, 2025	-	Final Corporate Strategic Plan presentation to Council
	-	Official Plan Project kick-off
	-	Draft Official Plan presentation to Council
August 31, 2025	-	Final Official Plan presentation to Council
	-	Zoning By-law Project kick-off
	-	Draft Zoning By-law presentation to Council
August 31, 2025	-	Final Zoning By-law presentation to Council

3.0 INSTRUCTIONS TO PROPONENTS

3.1 Invitation

The Corporation of the Town of Kearney is seeking proposals from qualified consultant firms.

Consultants are to provide an electronic copy of their proposal, clearly identified as to the contents and addressed to:

- Nicole Gourlay, Clerk Administrator, nicole.gourlay@townofkearney.ca

Proposals must be received no later than 4:00 pm local time on October 4, 2024. Proposals received after the above due date and time will not be considered.

3.2 Charges for Documents

All documents of the Town, including background information, will be provided at no cost.

3.3 Costs Incurred by Proponents

All expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent prior to the commencement of work defined by the proposal approved by the Town.

3.4 Acceptance of Terms and Award of Contract

All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of the Request for Proposal (RFP) in full. The issuer reserves the right to accept any

proposal, in whole or in part that they deem most fully meets the selection criteria or not to accept any or all proposals, without liability on the part of the issuer and without stating reasons.

The issuer will not be held responsible for any cost incurred by any Proponent associated with preparing and submitting a proposal for this project, should the proposal be rejected or the process cancelled. Proposals which are incomplete, conditional, obscure or which contain unrelated additions not called for, erasures, alternations and irregularities of any kind may be rejected.

The selection and award of any recommended proposal is subject to approval by Kearney Town Council.

3.5 Taxes

The quoted prices in Canadian Funds shall include all HST as applicable. Taxes should be shown as separate line items in the quoted prices.

3.6 Clarification

Inquiries must be received by email no later than **September 30, 2024**. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the staff contact indicated in Section 1 in order to obtain clarification. If necessary, a written addendum will be sent to all proponents.

3.7 Intent to Bid

Bidders are required to inform the municipality of their intent to bid by **September 30, 2024** at 4:00 p.m. This will ensure that all bidders receive any addendum(s) that may be issued.

Notification of Intent to Bid should include:

- Name of Organization
- Contact Person and Title
- Email
- Full Mailing Address
- Telephone Number

3.8 Terms of Payment

Provide a fixed rate and disbursement amount for services.

The successful Consultant shall be reimbursed monthly for actual work completed and time spent. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the Proponent shall include project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

3.9 Proposal Validity

Proposals shall remain valid and open for acceptance by the Town for a period of thirty (30) calendar days following the deadline for receipt of proposals.

3.10 Other Information

The Town reserves the right to require Proponents to produce any of the following:

1. Appropriate insurance certificates; general liability insurance at the expense of the Proponent shall be maintained throughout the life of the contract in the order of two million dollars (\$2,000,000) for bodily injury, death, and damage to property. Financial and corporate information.
2. Valid WSIB Clearance Certificate.
3. A copy of the firm's health and safety policy.
4. Additional assurances or protections as deemed necessary by the Issuer.

3.11 Ownership of Documentation and Freedom of Information

The information submitted in response to this RFP will be treated in accordance with the relevant provision of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in the RFP. The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the RFP. Proponents should clearly indicate in their submission which parts, if any, are exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy. Any submitted proposal shall immediately become the property of the Town.

4.0 PROPONENTS' QUALIFICATIONS AND REFERENCES

The proposals shall be judged based on the following factors and must meet all of the requirements outlined in this document. The Town reserves the right to amend the criteria above without notice. In the evaluation process, all responses received by the deadline will be reviewed.

- Innovative approach to project
- Methodology and process and collaborative nature
- Understanding of project scope, goals and objectives, and how the requirements will be performed
- Knowledge of Corporation and the community as a whole
- Expertise and demonstrated results from similar municipal corporate strategic plans/similar projects (Client/Project References), Consultant's Profile/Qualifications, and Project Team
- Price submission for project

4.1 Proponent Overview

Proponents are required to provide an overview of their organization and evidence that their

company can complete the RFP requirements as set forth in this RFP citing recent work of similar scope, services or goods to the public sector, and any other relevant information about the responding firm(s).

Please include:

- Full legal firm name
- Year firm was established
- Number of people currently employed
- Most recent municipal Corporate Strategic Plan completed
- Qualifications of staff to be assigned to project

4.2 Proponents’ Clients

Proponents must provide a list of clients, which should include the type of services provided, and when the services were provided.

4.3 Proponents’ References

Proponents are required to provide a minimum of three (3) references, which involved work undertaken with similar scope and content in providing the types of services proposed in this RFP. At a minimum, provide:

- The company name
- The location where the services were provided
- Contact person(s)
- Contact telephone number
- Dates of services

5.0 EVALUATION CRITERIA

5.1 Criteria

Specific selection criteria shall be used in evaluating the proposals received. All proposals received from Proponents will be reviewed and rated by a review panel of the Town’s Chief Administrative Officer, Treasurer and Clerk/Planning Coordinator. While cost will be considered, it will not be the sole deciding factor in the selection process. The proposals will be evaluated by the Town’s review panel in their sole and absolute discretion

Evaluation Criteria Weighting Factors

Evaluation Criteria	Weighting Factor
Innovative approach to project – 10% Methodology and process and collaborative nature – 10% Understanding of project goals and objectives, and how they will be performed – 10%	30%

Knowledge of Corporation and the community as a whole	5%
Expertise and demonstrated results from similar municipal corporate strategic plans, official plans and affected zoning by-law/similar projects (Client/Project References) – 20% Consultant’s Profile/Qualifications/Project Team – 25%	45%
Clarity and completeness of submission	5%
Price submission for project	15%
TOTAL	100%

6.0 MUNICIPAL RIGHTS AND OPTIONS

The municipality, in its sole discretion, reserves the following rights:

- Supplement, add to, delete from or change this solicitation document.
- Determine which respondent, if any, should be selected for negotiations.
- Reject any or all proposals or information received pursuant to this RFP;
- Conduct investigations with respect to the qualifications and experience of each respondent;
- Take any action affecting the RFP or the services subject to this RFP that would be in the best interests of the municipality;
- Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- Require one or more respondents to supplement, clarify or provide additional information in order for the municipality to evaluate the proposals submitted;
- Waive any informalities or irregularities in the submittals or to re-advertise;
- That the lowest, or any bid, will not necessarily be accepted;
- Cancel this RFP with or without the substitution of another RFP.



THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024 - 39

Being a by-law to Authorize the Appointment of the Clerk as Head of the Municipality for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act

WHEREAS Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990 Chapter M. 56* as amended provides that the members of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as the head of the municipality for the purposes of this Act;

AND WHEREAS Section 3(3)(a) of the *Municipal Freedom of Information and Protection to Privacy Act, RSO 1990 Chapter M. 56* as amended states that if no person is designated as head under this section, the head shall be the Council, in the case of a municipality;

AND WHEREAS Section 49(1) of the *Municipal Freedom of Information and Protection to Privacy Act, RSO 1990 Chapter M. 56* as amended outlines that a head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation;

AND WHEREAS the Council of the Municipal Corporation of the Town of Kearney deems it expedient to delegate such powers and duties of the head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act to the Clerk;

AND WHEREAS in the absence of the Clerk, it is deemed expedient that the Deputy Clerk shall exercise the delegated powers and duties of the head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act if the request does not include confidential information that the Deputy Clerk would not normally be privy to;

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

1. That the Council for the Municipal Corporation of the Town of Kearney hereby delegates its powers and authority to the Clerk to act as head of the municipality for the purposes of administering the Municipal Freedom of Information and Protection of Privacy Act and for decisions made thereunder;
2. That the Council for the Municipal Corporation of Town of Kearney hereby authorizes the Clerk to further delegate this authority to the Deputy Clerk in the absence of the Clerk if the request does not include confidential information that the Deputy Clerk would not normally be privy to;
3. That By-law 2013-24 be hereby repealed effective the date of passing of this By-law;
4. That this by-law shall come into full force and effect upon the final passage thereof.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September, 2024.

THE CORPORATION OF THE TOWN OF KEARNEY

Mayor

Clerk



Memo

Date: September 5th 2024

To: Mayor, Deputy Mayor and Members of Council

From: Paul Audette, Public Works Superintendent

Subject: Trail upgrades and maintenance at White's Farm

Council receives this memo for approval of funds regarding the rental of a Skid steer and mulcher for the walking trails out of the Parkland Dedication Funds Reserve.

Council has enquired as to what is needed and what the current conditions are regarding our walking trails. To this point PW Staff have removed several large fallen trees and limbs that are covering or hindering access to the trails. Staff has walked down most of the trail and found that a lot has overgrown and from lack of upkeep the work needed to be done outweighs the ability of having Staff physically remove what is needed to restore the trail system. Man hours and the sheer physical work would be an extremely large undertaking, through discussions with Staff the Public Works Superintendent feels the rental of a skid steer and mulcher would quickly bring back the width and smoothness that is needed as a starting point and from there the upkeep would be achievable and manageable for Staff to maintain.

The PWS has secured the necessary equipment to take on the cleanup and the cost for the rental from Battlefield Equipment Rental with delivery and pickup would be approximately \$6000.00. There was no budget for this equipment rental in the 2024 budget. The high demand for this machine and attachment the Public Works Department was put on a waiting list and was contacted recently informing that the machine will be available in the next 2 or 3 weeks.

Prepared by: Paul Audette, Public Works Superintendent



NOTICE OF MOTION FORM

Members of Council may use this form to give notice of a motion to be proposed at a future Council meeting, pursuant to Section 13.4 of Procedural By-law 2024-05.

Council Member giving Notice:

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

WHEREAS the Town hosted the first Town Hall meeting on August 20th 2024;

AND WHEREAS the items on the agenda were decided by the Public through public polling and the time allotted was not used in its entirety as Staff and Council thought, based on the volume of votes for said agenda items;

AND WHEREAS the voting for the agenda items and Public Notice for both the August 20th and September 8th Town Hall Meetings were to be the same;

AND WHEREAS Council members have heard from members of the Public that the inclusion of waste management and the current fees for tipping is an item many would like to have added to the September 8th 2024 Town Hall Meeting;

AND WHEREAS Staff have previously advised Council that under legislation any items discussed at a Town Hall meeting require notice within the agenda;

AND WHEREAS members of Council have received requests and feel it appropriate to have an open forum at the end of the Town Hall Meeting on September 8th;

BE IT RESOLVED that Council direct Staff to



Town of Kearney

NOTICE OF MOTION FORM

Members of Council may use this form to give notice of a motion to be proposed at a future Council meeting, pursuant to Section 13.4 of Procedural By-law 2024-05.

Council Member giving Notice:

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

BE IT RESOLVED THAT

*The Council of the Corporation of the Town of
Kearney address the outstanding work on the
Sard Lake Boat Ramp for completion
this fall while the approvals and budget
are in place.*

Regional Census Data (2016 and 2021):

The chart below outlines the communities within Muskoka Algonquin Healthcare’s catchment area. These geographical regions currently utilize the hospital services provided at our two hospital sites, and have been listed generally from North to South. This data can be found on Statistics Canada’s website:

<https://www12.statcan.gc.ca/census-recensement/2021/dp-pd/prof/index.cfm?Lang=E>

Census Region	2016 Census	2021 Census	2016-2021 # Growth	2016-2021 % Growth	2021 % 65+	2021 # 65+
McMurrich/Monteith, Township	824	907	83	10%	30.9%	280
Perry, Township (Emsdale/Novar)	2,454	2,650	196	8%	25.7%	681
Burk’s Falls, Village	981	957	-24	-2%	23.6%	226
Armour, Township (Surrounding Burk's)	1,414	1,459	45	3%	31.8%	464
Kearney, Town (East of Burk's Falls)	882	974	92	10%	30.8%	300
Ryerson, Township (West of Burk's Falls)	648	745	97	15%	30.2%	225
Sundridge, Village	961	938	-23	-2%	35.1%	329
Strong, Township (Surrounding Magnetawan, Municipality (West of Joly, Township (East of Sundridge)	1,439	1,566	127	9%	31.0%	485
	1,390	1,753	363	26%	35.0%	614
	304	293	-11	-4%	32.8%	96
Lake of Bays, Township	3,167	3,759	592	19%	34.4%	1,293
Algonquin Highlands, Township	2,351	2,588	237	10%	38.3%	991
Huntsville, Town	19,816	21,147	1,331	7%	24.9%	5,266
Northern Catchment Total	36,631		3,105	8%	30.7%	11,325
Northern Population % of Total Region	51.0%	50.9%				
Rosseau, Dissolved municipality	223	288	65	29%	25.9%	75
Muskoka Lakes, Township	6,588	7,652	1,064	16%	31.5%	2,410
Bracebridge, Town	16,010	17,305	1,295	8%	28.0%	4,845
Gravenhurst, Town	12,311	13,157	846	7%	29.5%	3,881
Southern Catchment Total	35,132	38,402	3,270	9%	29.0%	11,137
Southern Population % of Total Region	49.0%	49.1%				
MAHC Catchment Area Total	71,763	78,138	6,375	9%		

Outside of MAHC’s Catchment Area:

Georgian Bay, Township ¹	2,514	3,441	927	37%	33.1%	1,139
-------------------------------------	-------	-------	-----	-----	-------	-------

¹Note: While the Township of Georgian Bay is within the District of Muskoka, travel from this region to Bracebridge (SMMH) is not the most direct route to the nearest hospital. Highway 400 provides access north to West Parry Sound Health Centre, and south to either Georgian Bay General Hospital or Orillia Soldiers Memorial Hospital.

Current vs Future Bed Allocation by Site:

Program Classification		CURRENT		FUTURE	
		SMMH	HDMH	SMMH	HDMH
ICU		5 ^{L2}	4 ^{L2}	4 ^{L2}	10 ^{L3}
Obstetrics		2	2	1	2
Current Inpatient Beds	General Medical/Surgical Beds & Complex Continuing Care	52 + 8 CCC	56		
Future Acute Care Beds	<6-Day Stay			31	31
Longer-Stay Beds	<i>HDMH Future Programs to include:</i> <ul style="list-style-type: none"> • Post-Level 3 ICU Longer-Stay • 7+Days Medical Reactivation • Acute Rehabilitation • Activation / ALC 				78
Total Beds		67	56	36	121

^{L2}Denotes Level 2 ICU

^{L3}Denotes Level 3 ICU

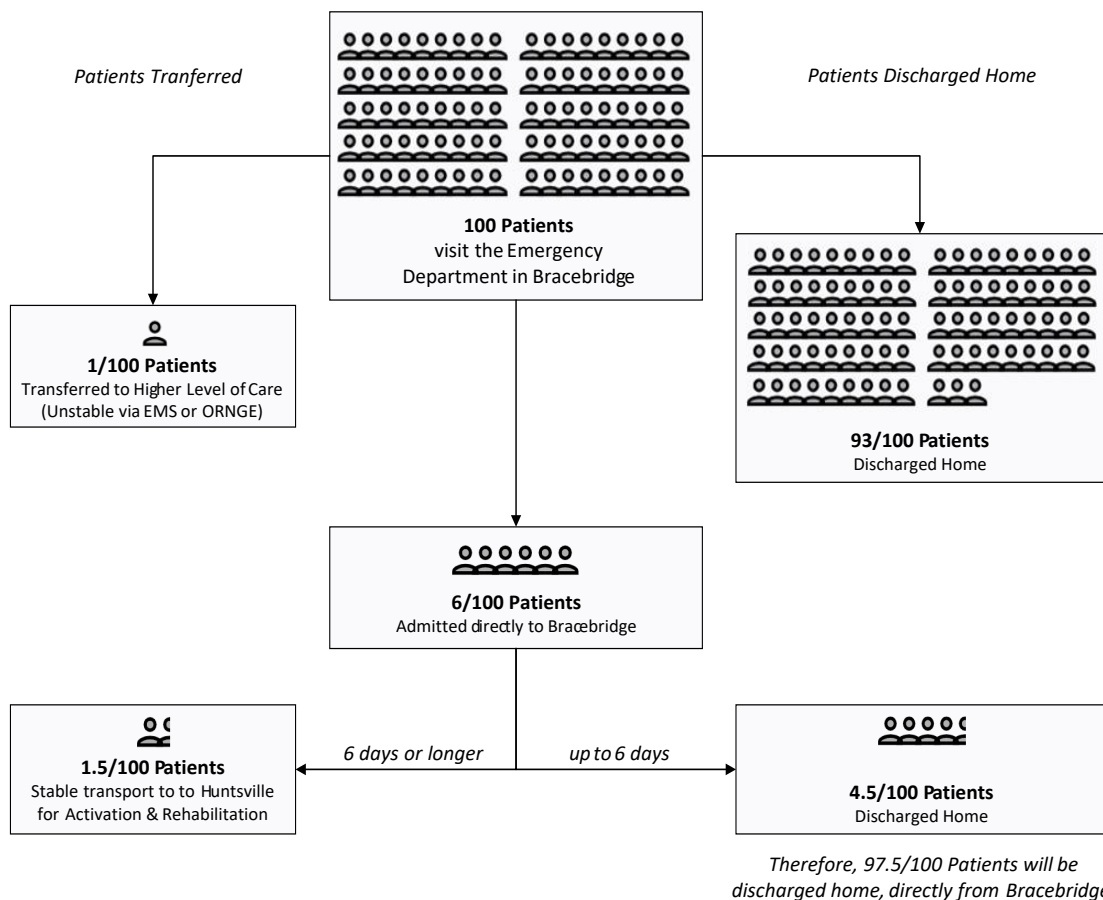
Current vs Future State Programs & Services by Site:

Programs & Visits	CURRENT		FUTURE	
	SMMH	HDMH	SMMH	HDMH
Emergency Room Treatment Bays	11	17	27	27
Annual Emergency Department Visits	22,000	21,500	24,000	24,500
Surgical/Procedural & Clinic Visits	3,900	4,400	9,700	800
<i>Summary of Surgical Procedures</i> <ul style="list-style-type: none"> • General Surgery • Plastics • Gynecology • Urology 	<ul style="list-style-type: none"> • General Surgery • Cataracts • Ear, Nose and Throat • Minor Orthopedic Procedures • Plastics 	<ul style="list-style-type: none"> • General Surgery • Plastics • Gynecology • Urology • Cataracts • Ear, Nose and Throat • Medical Day Clinics • On-Call Emergency Surgery (including C-sections) • Orthopedic Joint Replacements 	<ul style="list-style-type: none"> • Planned surgeries requiring inpatient stay • Same-day scheduled surgeries • On-Call Emergency Surgeries 	
Operating Rooms	2	2	2	2
Endoscopy Suites	1	1	3	
Procedure Rooms	1	1	2	
Magnetic Resonance Imaging (MRI)				4,600
Dialysis Visits		3,500		4,500
Chemotherapy Visits		4,000	11,000	

Understanding patient transfers within the region:

The chart below provides a visual breakdown of volume of patients requiring hospitalization via Emergency admissions, and the volume of within-region transfers from Bracebridge to Huntsville for those requiring rehabilitation and reactivation for longer lengths of stay.

- In today's current state, the absence of specialized teams and a critical mass of patient to establish high-quality programming, there is an increased risk of decline in functional ability and increase risk of becoming ALC status due to inactivity and other factors.
- Both hospital sites currently transfer patients safely every day, and the new model would see the addition of 1-2 very safe transfers of only stable patients per day.



In summary:

- 1 or 2 stable patients would be transferred to Huntsville daily, because they need to be in hospital more than 6 days.
 - ▶ In Huntsville, those patients would receive the benefit of the highest quality care delivered by specialized reactivation and rehabilitation staff, with a program that includes space for a gym, dining, and other simulation services. This will increase their chance of return to the status they had before coming to hospital (i.e. to return home). It would also decrease their overall length of stay in hospital.
- A small number of patients (approximately 1/100) are currently transferred out of region for other specialized care (Cardiac, Neurological, Trauma) and this is not expected to change.
 - ▶ Of these out of region critical transfers, those requiring a Level 3 ICU would now be transferred a much shorter distance to Huntsville's Level 3 ICU.

Addressing concerns with respect to the safety of patient transfers:

It has been claimed that the new model of care will be less safe because of the transfer of unstable sick patients. **This is false.**

The increase in transfers (1-2 per day) applies only to stable patients, who would be transferred from Bracebridge to Huntsville in the new model, for specialized care.

- As these patients are stable and do not require immediate transportation, in inclement weather situations they would remain at Bracebridge and transfer when deemed appropriate.
- These transfers will not utilize active ambulances that are dedicated to 911 calls or other emergencies.
- Patients requiring a higher level of care than MAHC can provide will continue to be transferred safely with EMS or ORNGE as is done today.
- Today, patients requiring a level 3 ICU are transferred safely to an appropriate facility outside our area. In the future, these patients would remain within our region and be transferred safely to Huntsville, having a higher level of care provided closer to home.

Understanding why 36 Inpatient Beds are more than adequate at the Bracebridge site:

Challenges with Current State:

- Using the example of a somewhat typical day in Bracebridge, where there were 72 patients admitted to hospital (including ICU patients) in June 2024:

72 total patients		
≤ 6-day length of stay	≥6-day length of stay	ALC*
20 patients	26 patients	26 patients
Acute* patients	Acute patients who would also benefit from a rehabilitation program. <i>(In this example, patients ranged in length of stay from 6-65 days.)</i>	Non-acute patients who require care or placement outside of the hospital. <i>(i.e. long-term care, retirement home, or home with support)</i>

Benefits with Future State:

- In the future model, the two groups of patients beyond a 6-day stay are patients that would have been transferred to Huntsville, and would have received activation and rehabilitation, but instead have accumulated over time at Bracebridge.
- The proposed model delivers higher quality care for these patients and cannot be offered today in the system because we do not have a specialized program and resources (for example supporting infrastructure like a rehab gym).
- According to the above example, only 20 patients would require acute care beds in Bracebridge.

Recurring themes and areas of concern:

Board Resolution and Consultant Work

The recent MAHC Board resolution was needed to give the consultants the time to undertake their work for report preparation, while further and ongoing engagement and discussions happen, with a goal for submission to the Ministry in November.

Future Flexibility and Capacity Planning

The issue of future flexibility and capacity planning is a key element for addressing many of the “space” and “bed” related concerns that have been identified. The various options that our consultants have been directed to consider include:

1. Allocation and distribution of reusable “soft space” areas (e.g., Admin)
2. Space that can be more readily readjusted and repurposed in the future based on needs
3. Surge capacity space (20% of bed capacity)
4. Shelled-in space (with future-directed purpose should assumptions not come to fruition)

Addressing Hallway Medicine

The question of “hallway medicine” was raised, and this will be addressed through the new facilities, the significantly expanded ER departments (SMMH will increase from 11 to 27 bays, and HDMH will increase from 17 to 27 bays), and the work we are doing with others to address the non-hospital community-based supports for health: primary care, community-based care, and integration of services and agencies. Hallway medicine is not a strategy we are putting forward to deal with excess or unanticipated demands.

Focus on Services, Not Beds

We clarified that care is about services, not beds. The nature of hospital-based care services has changed considerably in the past 20 years and will continue to change. Over 90% of all surgeries are now done on an outpatient/same-day discharge basis, changing the need for and use of inpatient beds. A remarkable new level of service will be available to the community because of this innovative model.

Service Deployment Across Two Sites

The service deployment across the two sites was further defined. It significantly reduces current duplication of services and allows for the development of critical mass volumes for creating new, specialty gerontology, reactivation, and rehabilitation services, greatly enhancing the services available for our catchment areas compared to now. This also allowed for understanding how regionally designated services help define the adjacent and support programs and services as the model defines. Moving services from one site to the other is not something that can be done because of these interdependencies. The design aims to get the most out of each site through specializations.

Full-Service Acute Care in Bracebridge

The Bracebridge site will not be “just a clinic.” It will have every aspect of a full-service acute care hospital in Ontario, with a large ER, operating rooms, and extensive services and clinics.

Full-Service Acute Care in Huntsville

The Huntsville site will host longer-term patients and will also have the same number of acute care beds for the ≤6 days length of stay.

Sustainability and Longevity of Each Hospital Site

The sustainability and longevity of both hospital sites are critical to the success of the new model. The nature of the surgical centre of excellence in Bracebridge will protect and preserve the hospital in Bracebridge. Beyond being a designated Regional Stroke Centre, the addition of a specialized rehabilitation facility in Huntsville will protect and preserve the hospital in Huntsville. Because what occurs at one site cannot be duplicated at the other, it would be very hard to close either of these future interdependent sites. Like two sides of a heart, both hospital sites are equally important and necessary to fulfill the role of providing safe and equitable healthcare to all residents and visitors across the region.

Adapting to Changes in Healthcare

Healthcare does change quickly and has changed significantly in the past 15 years. It will continue to do so at an accelerated pace. We cannot stay where we are. We will not meet the needs of our populations with the same model of care as we have today. We need a new approach to develop the quality programs and services our communities need and deserve.

Obstetrics Program

For the obstetrics program, further exploration is needed with local primary care providers to understand why lower-risk mothers are travelling to Orillia rather than delivering in Bracebridge. This has been a trend over the past 15 years.

Northern Ontario School of Medicine (NOSM) University Partnership

Discussions with the Northern Ontario School of Medicine University have made it clear in recent meetings with our leaders that the new approach will be very attractive to students, NOSM University, and for recruitment to the region. Specialization will allow for student learning in a more concentrated way than the current approach allows for.

Family Member Transportation

Family member transportation was discussed. For most visitors, it will be as it is today – they visit their family members at the local site. However, for those patients who will benefit from the special reactivation and rehabilitation services, going to the Huntsville site will be facilitated by a site-to-site shuttle service that is being explored for development. For regional transportation, the District's Transportation Master Plan will drive further changes, and we are cognizant of the challenges that families may face today and in future travelling in the region and will continue to look at other strategies and partnerships to ease their burdens.

Embracing Muskoka's Unique Identity

The "look" of the facilities will reflect and embody "Muskoka." We will embrace what makes us unique, not create a Toronto, corporate-looking building.

Understanding frequently used terminology:

Acute Care:

Acute care is a branch of health care where a patient receives active but short-term treatment for a severe injury or episode of illness, an urgent medical condition, or during recovery from surgery. In medical terms, care for acute health conditions is different than chronic care, or longer-term care.

Alternate Level of Care (ALC):

Alternate Level of Care (ALC) is used to identify patients who no longer require inpatient acute care services provided at their current facility.

Surge Capacity:

Surge capacity is a term used to describe the mandatory flexibility that is built into the new hospitals. It denotes the ability to accommodate, on very short order, additional capacity. In hospital planning, we must include the ability to 'flex up' 20% in case of an urgent situation, for example the pandemic. What that means is the hospital is designed with the ability to adapt existing spaces (like post-surgical recovery areas) to accommodate 20% more patients.

Flexibility:

As the hospital continues its planning, we have recently directed the consultants to come back to us with even more flexibility in the model. Specifically what we are asking for is new and different options beyond the surge capacity we already plan for. This would mean a site where changes for more capacity can be made on a more permanent basis if the need arises while still having additional surge capacity. So, for example, if in the future the population growth or other needs exceed our calculation, we are asking the consultants to design a hospital where other spaces have built-in features that can be modified to accommodate more patients if needed, and where additional space can be added in the form of expansion more easily. This is related to things like the actual infrastructure in the walls of the hospital, so that if you need to convert a space into patient rooms, the needed infrastructure is there to support it.



Welcome to our August Newsletter

Reminder: Hazardous Waste Day is Saturday August 17, 2024

9am-2pm, Kearney Public Works Garage, 149 King William St.

Included in this issue:

- **KWEF Booth at the Kearney Regatta**
- **Light Pollution & Dark Skies**
- **Are you Prepared for a Wildfire?**

KWEF Booth at the Kearney Regatta

By John Kelly

Again this year, KWEF had a booth at the Kearney Regatta. It was staffed by John Kelly, Stan Walker and his wife, Marjorie. We had quite a few people stop by our booth to ask questions about topics like the status of the graphite mine, what can be done to prevent shoreline degradation, what can be done to ensure the water in our lakes continues to be clean for swimming and how do we prevent blue-green algae from blooming in our lakes.



The sign on our table said: “*KWEF Needs Volunteers*”, and *we really do need you!* Since Carol Adamthwaite, our former chair, passed away this past May, KWEF has been operating with just three board members. We are not involved in enforcement. We teach and provide people with information so they can make good decisions.

We are looking for volunteers to take on an environmental subject area like:

1. Invasive species
2. Blue Green Algae
3. Best practices to avoid using pesticides & herbicides
4. Litter, pollution & illegal dumping
5. Shoreline destruction/restoration projects
6. Septic maintenance & wells
7. Endangered species
8. Graphite mine compliance

If any of these topics interests you, or if there is another topic you think is important, please contact Stan Walker: stan.kwef@gmail.com or John Kelly: john.kwef@gmail.com.

We look forward to hearing from you!

Light Pollution & Dark Skies

What is light pollution? Light pollution is the human-made alteration of outdoor light levels from those occurring naturally.

What are the effects? Light pollution disrupts wildlife, impacts human health, wastes money and energy, contributes to climate change, and blocks our view of the universe.

What can we do to help our skies stay dark? Use low wattage lighting, use the minimum number of light fixtures you need for safety, make sure light is not spilling onto your neighbour’s property, make sure all fixtures are directed downward, and look up to make sure you can see the stars.



Five Lighting Principles for Responsible Outdoor Lighting



Responsible outdoor lighting is

1 Useful

Use light only if it is needed

All light should have a clear purpose. Consider how the use of light will impact the area, including wildlife and their habitats.



2 Targeted

Direct light so it falls only where it is needed

Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.



3 Low Level

Light should be no brighter than necessary

Use the lowest light level required. Be mindful of surface conditions, as some surfaces may reflect more light into the night sky than intended.



4 Controlled

Use light only when it is needed

Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.



5 Warm-colored

Use warmer color lights where possible

Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.



Rev. 08-2023

Source: <https://darksky.org>

Are you Prepared for a Wildfire Fire Event?

Although we've seen a quieter forest fire season so far in Ontario, it doesn't take long for forest vegetation to dry out and become available to burn. Are you prepared if a wildland fire forces you to leave the area? Do you have an emergency plan?

Before an emergency happens, it's important to make sure you have a plan in place for your household and an emergency kit. To learn how to make an emergency plan and kit, follow this link:

<https://www.ontario.ca/page/be-prepared-emergency>

Did you know that Ontario's Ministry of Natural Resources and Forestry has information and updates about active wildland fires in the province, including an Interactive Fire Map? Check out: www.ontario.ca/forestfire

[FireSmart™ Canada](http://firesmartcanada.ca) offers an excellent resources for homeowners:

<https://firesmartcanada.ca/homeowners/homeowner-resources/>, including a last-minute checklist for protecting your home and property from fire: https://firesmartcanada.ca/wp-content/uploads/2023/07/FSC_Wildfire-Evac-Checklist-June-2023.pdf

Source: www.ontario.ca

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

District of Parry Sound



Social Services
Administration Board

Chief Administrative Officer's Report

July / August 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.

District of Parry Sound Child Care Application Portal - NEW!

We are pleased to announce the launch of a new Child Care Application Portal. Designed to help families find and apply for licensed and otherwise approved childcare by matching specific preferences to available child care services, families will now be able to simply create an account online and apply to multiple licensed child care programs at the same time, rather than the current process of submitting separate applications to each program.

Not only does this new portal improve the experience for families searching for care for their children, it will now provide more accurate, unduplicated data to paint a clear picture of the actual child care needs across our district, giving us the tools we need to advocate to all levels of government for support.



From the portal, families will now be able to research programs supported by the Canada-Wide Early Learning & Child Care (CWELCC) Program, map locations of programs closest to their home or work, and receive information about fee subsidy and special needs resources.

NOSDA Annual General Meeting

The Northern Ontario Service Deliverers Association (NOSDA) held their AGM in Greater Sudbury from June 25-27. Several members of the Management Team, and the DSSAB Chair and Vice-Chair attended this meeting hosted by the Manitoulin-Sudbury District Services Board. With over 180 participants in attendance, NOSDA passed several resolutions which will be included in the next board meeting package under correspondence.

NOSDA brings together 11 Service Managers in Northern Ontario, responsible for the local planning, coordination and delivery of Ontario Works, Children’s Services, Community Housing, Paramedics, Community Paramedicine and Homelessness Prevention programs. These services represent a significant portion of the social infrastructure of Northern Ontario municipalities. NOSDA was formed to develop a co-operative and collaborative approach with municipalities and municipal organizations. The organization is intended to create a political forum for reviewing and advising on both policies and program delivery issues from a Northern perspective.

Value for Money Audit

The District of Parry Sound Services Board recently engaged MNP to conduct a Value-For-Money Audit on their direct delivery of child care services as per the directive from the Ministry of Education. The primary objective of the audit is to determine whether federal and provincial funding is being used efficiently and effectively, and whether child care services could be offered more efficiently by a third party provider.

Third Party Fundraiser for Esprit

Esprit Place Family Resource Centre would like to thank the organizers, participants, sponsors and donors of the fundraising event held on Saturday, July 27th. The event, a sixties dance party featuring Shark Sandwich and special guests, was held this year at the Jolly Roger in Seguin Township.

Third party events are a fantastic way to help support Esprit Place Family Resource Centre. They are community fundraisers created and managed by businesses, organizations or individual volunteers.

Community fundraisers can be as simple as a bake sale or as intricate as a fundraising dinner, and demonstrate that our community has a strong belief in the services

and programs we offer to the women and children experiencing violence across the District of Parry Sound. Funds raised from these events go straight to the shelter and our outreach programs.

For more information, please visit our website <https://www.espritplace.ca/host-an-event/>

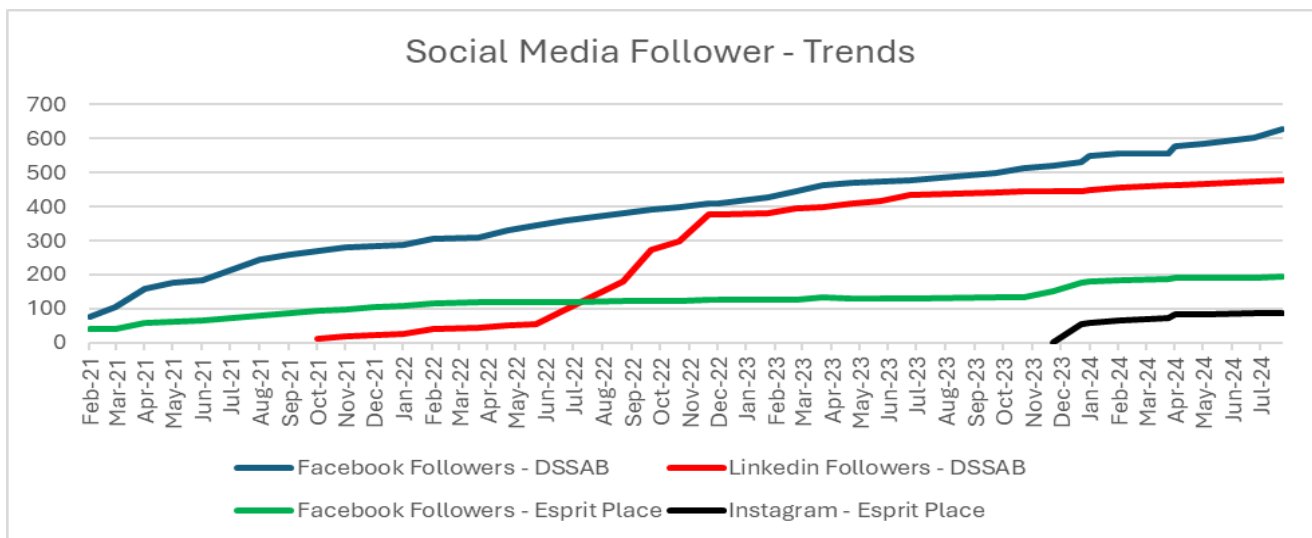


Facebook Pages



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

District of Parry Sound Social Services Administration Board	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024	JULY 2024
Total Page Followers	556	556	579	585	601	626
Post Reach this Period (# of people who saw post)	4,003	3324	5,647	5024	5213	5510
Post Engagement this Period (# of reactions, comments, shares)	392	413	724	621	599	609

Esprit Place Family Resource Centre	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024	JULY 2024
Total Page Followers	183	186	190	192	192	193
Post Reach this Period (# of people who saw post)	214	241	310	299	421	526
Post Engagement this Period (# of reactions, comments, shares)	3	127	43	67	102	26

DSSAB LinkedIN Stats https://bit.ly/2YyFHIE	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024	JULY 2024
Total Followers	456	462	464	467	474	478
Search Appearances (in last 7 days)	69	68	102	125	178	226
Total Page Views	40	54	30	56	26	26
Post Impressions	575	697	846	773	1089	1251
Total Unique Visitors	21	25	12	22	15	11

NEW! Instagram - Esprit Place Family Resource Centre https://www.instagram.com/espritplace/	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024	JULY 2024
Total Followers	64	74	83	85	86	88
# of accumulated posts	21	23	25	27	29	33

Licensed Child Care Programs—May 2024

Total Children Utilizing Directly Operated Child Care in the District May 2024

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeek ELCC	HCCP	Total
Infant (0-18M)	0	1	0	2	21	24
Toddler (18-30M)	13	7	15	14	19	68
Preschool (30M-4Y)	17	12	20	38	59	146
# of Active Children	30	20	35	54	99	238

Waubeek ELCCC has begun the process of moving all the groups of children under one roof at 66A Waubeek Street with the anticipation that the transition will be completed early summer.

The four Early Learning and Child Care Centres are operating at capacity for the staffing they have been able to secure. All the centres have had staffing challenges at all positions since January and are working at stabilizing the current staff turnover as many vacancies in all the Directly Operated Child Care Programs have had an impact.

Licensed Child Care Programs—June 2024

Total Children Utilizing Directly Operated Child Care in the District June 2024

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeek ELCC	HCCP	Total
Infant (0-18M)	1	1	0	3	15	20
Toddler (18-30M)	13	7	15	10	25	70
Preschool (30M-4Y)	17	12	20	43	47	139
# of Active Children	31	20	35	56	87	229

June is typically a month of transitions for the child care programs as children move to the next age groupings and some older children are withdrawn from care for the summer in preparation for school in September. Supervisors of these programs are in the process of calling families on the waitlist to fill vacant spaces as they become available.

**School Age Programs
May 2024**

Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	26	7	11
Mapleridge Before School	8	0	0
Mapleridge Summer Program	N/A	11	0
Sundridge Centennial After School	13	9	3
Home Child Care	27	6	2
# of Active Children	74	22	16

The School Age Programs at Mapleridge and Sundridge Centennial schools continue to operate at capacity. Families are starting to enroll children for September. The Summer School Age Program at Mapleridge in Powassan opened July 2nd, and was at capacity again this year. The staff have been working on program planning with the focus being on outdoor activities where children will be exposed to hands on exploratory experiences.

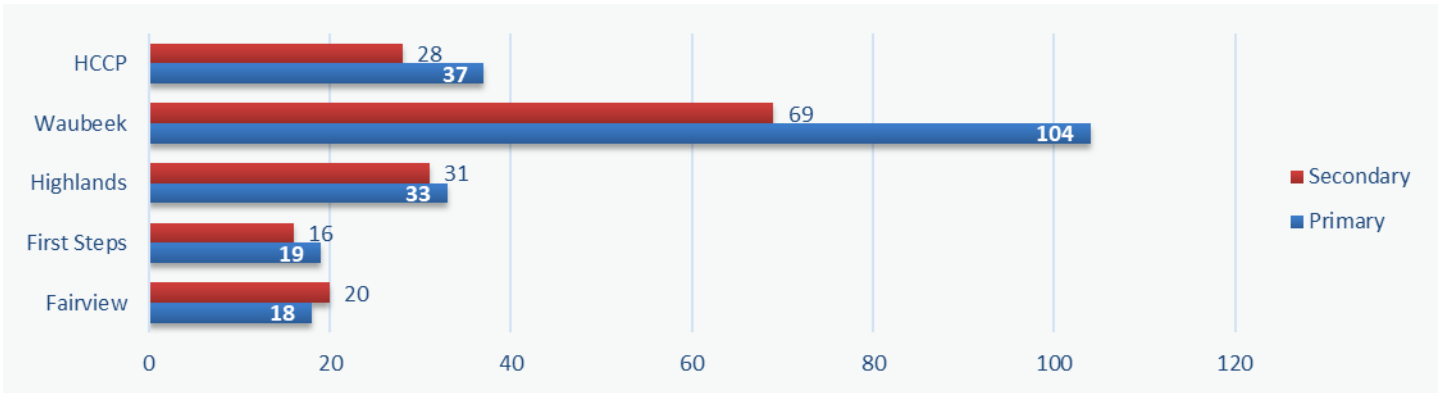
**School Age Programs
June 2024**

Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	26	7	10
Mapleridge Before School	8	0	0
Mapleridge Summer Program	N/A	12 enrollments	
Sundridge Centennial After School	13	9	3
Home Child Care	37	6	0
# of Active Children	84	22	16

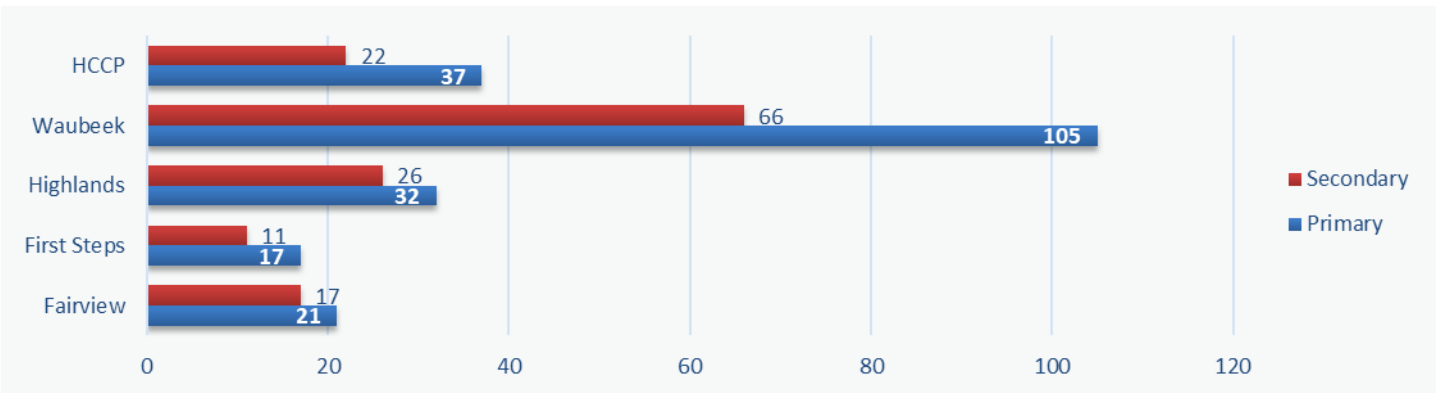
Several children in the Home Child Care Program have aged up to the School Age grouping and will be attending school in September.

Directly Operated Child Care Waitlist by Program

May 2024



June 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.

These waitlist numbers are not reflective of the actual need in the district and are duplications as most families apply to more than one licensed child care program.

The Directly Operated Child Care Programs have worked with the Child Care Service Management team to pilot the new District of Parry Sound Child Care Application Portal this summer. This program will help to streamline our current waitlist process and provide programs with an unduplicated number of families waiting for care.

**Inclusion Support Services
May 2024**

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	1	1	2	1	2	0
Toddler (18-30M)	0	5	5	11	0	0	1
Preschool (30M-4Y)	5	32	37	43	1	1	0
School Age (4Y+)	4	26	30	24	1	2	2
Monthly Total	9	64	73	-	3	5	3
YTD Total	10	60	-	80	21	14	10

**Inclusion Support Services
June 2024**

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	3	3	4	1	1	0
Toddler (18-30M)	1	2	3	12	0	4	0
Preschool (30M-4Y)	5	34	39	43	1	3	0
School Age (4Y+)	6	27	33	26	2	3	0
Monthly Total	12	66	78	-	4	11	0
YTD Total	13	62	-	85	22	25	10

The ISS team has been working closely with the EarlyON Child and Family Centres to introduce the program to families that may not be attending a licensed child care program but are in need of additional supports. This effort has resulted in new referrals to the ISS program.

ISS Resource Consultants have been participating in the Near North District School Board School Transition meetings during the month of June to assist in the coordination of services for children with higher needs that may require additional supports once they start in the kindergarten program.

EarlyON Child and Family Programs May / June 2024

Activity	May 2024	June 2024	YTD
Number of Children Attending	1,137	1,028	6,171
Number of New Children Attending	33	43	223
Number of Adults Attending	818	762	4,996
Number of Virtual Programming Events	9	13	61
Number of Engagements through Social Media	668	395	3,119
Number of Views through Social Media	14,825	11,039	74,137

The EarlyON program facilitators have been coordinating special events with the community partners. These have included: Earth Day hosted by the Town of Parry Sound and World Maternal Mental Health Day with the Community Mental Health Association and the North Bay Parry Sound District Health Unit.

The first EarlyON French language program held at Ecole publique aux Quatre-Vents was open on May 22nd and again offered June 19th and both were well attended. The program will continue to partner with the school to provide a French language program monthly starting in September when the school reopens for the 2024-2025 school year.

Shawanaga First Nation Early Years Program invited the EarlyON Literacy Facilitator and an EarlyON Resource Facilitator to attend a language workshop. This was an excellent opportunity for the two programs to share information and create a partnership.

The EarlyOn program has created free Kindergarten Readiness Packages for families that contain resources and activities to assist with preparing their children with the necessary independence skills they will need as they head off to school for the first time. In addition to these kits, the summer EarlyON programs operating out of Parry Sound Community Hub and the South River Hub will be offering a Kindergarten prep program in August.

**Funding Sources for District Wide Childcare Spaces
June 2024**

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

Active	# of Children	# of Families
CWELCC*	84	79
CWELCC Full Fee	207	204
Extended Day Fee Subsidy	1	1
Fee Subsidy	34	24
Full Fee	21	19
Ontario Works	3	2
Total	350	329

Exits	# of Children	# of Families
CWELCC	5	5
Fee Subsidy	6	5
CWELCC Full Fee	6	6
Full Fee	16	15
Total	33	31

Funding Source - New	# of Children	# of Families
CWELCC	6	5
CWELCC Full Fee	2	2
Fee Subsidy	2	2
Total	10	9

Directed Growth

Under the Canada Wide Early Learning and Child Care Agreement, that was introduced in April 2022, Ontario committed to increasing the net number of licensed child care spaces for children under age six to support the creation of 86,000 new child care spaces by December 31, 2026. The District of Parry Sound was allocated 131 spaces to create between 2022 – 2026. We are pleased to share that we have achieved 36% of our allocation.

CWELCC Spaces Opened	Year	Location	Home Child Care or Centre Based
1	2002	Town of Parry Sound	Centre Based
16	2023-24	Town of Parry Sound	Centre Based—Committed for expansion in 2024
18	2024	South East Parry Sound	Home Child Care (1)
		North East Parry Sound	Home Child Care (1)
		West Parry Sound	Home Child Care (1)
Approved—opening soon			
12	2024	West Parry Sound	Home Child Care (1)
	2024	West Parry Sound	Home Child Care (1)

Quality Assurance—Child Care Service Management

With the arrival of summer, quality assurance supervisor has been actively performing all annual quality assurance visits to the District of Parry Sound's summer recreational programs. The focus will continue to be on supporting surrounding operators and partners in delivering high quality programs to children and families in our district. Through annual visits and ongoing assessments, we can monitor and support educators and programs in their professional development as well as evaluate the quality of the early learning environment and curriculum delivery.

Professional development for Early Childhood Educators remains to be an important component in ensuring a high-quality early learning environment. Therefore, professional development opportunities throughout 2024 continue to be a priority. This fall the PSDSSAB, Inclusion Support Staff will be implementing a training session (RIRO) for all educators in the district, offering sessions on both the east and west side of the district to meet the ongoing staffing restraints in our child care programs. The RIRO- Reaching In, Reaching Out training offers an evidence based- resiliency skills training to strengthen the well-being and resilience in adults and children through role modelling and relationships. The training will help teach educators resiliency skills as well as how best to support the children in their care.

In addition, the directly operated child care centres will be supported in the "Seeds of Empathy" training and recertification process for 16-20 early childhood educators. This training is designed for the early learning setting and helps to foster empathy, social and emotional competence and early literacy skills for 3-5-year-olds, while providing professional development for Early Childhood Educators.

The quality assurance supervisor continues to work closely with the NOSDA group to find new ways to recruit staff, provide professional development and seek new early learning resources and strategies to empower educators and enhance the early learning environment. The QA will attend a in-person conference in Muskoka this fall with the NODSA group.

This spring the ministry allocated Emerging Issues funding for all licensed programs in the district. The purpose of the funding was to address non-discretionary cost pressures for operators. The funding has been distributed and programs are beginning to submit reports to identify expenditures. We will continue to assess the pressures and support licensees to ensure safe and healthy early learning environments for the children and families in care.

Income Support & Stability Divisional Update

MMAH Virtual Forum May 28th – Some Income Support & Stability staff attended the MMAH Northern Ontario Housing & Homelessness Virtual Forum. It was a full day of interesting topics related to Homelessness and Housing. Some of the Topics were: Innovative Approaches to Creating More Housing, Increasing Supply Through Municipal Tools, Creating and Sustaining Housing Together: Indigenous Engagement and Collaboration in Housing, Federal Housing Initiatives. Many Northern Housing projects were highlighted through out the day.

OMSSA – Several members of the DSSAB’s management team attended the OMSSA Exchange in May. The main hot topics were homelessness, housing crisis, affects of EST and the Common assessment that Ontario Works staff are required to administer with new clients. Some of the breakout sessions included:

Evidence-Based Policy Moves to Shift from Addressing Homelessness to Ending Homelessness
Using Data to Drive Continuous System Improvement to Advance Reductions in Homelessness
Innovative Supportive Housing Solutions – Setting the Standard for Ontario

Networking and collaboration were abundant, and our team always comes away with new ideas and connections.

MOU Community Paramedicine - A new MOU has been signed between Parry Sound District Emergency Medical Services and PSDSSAB for the 2024-2025 year. Community Paramedicine will continue to acknowledge referrals within 24-48 hours and respond based on urgency. They will communicate and coordinate case conferences with PSDSSAB Staff and case coordination with other services and supports as deemed necessary. The intended outcome is to improve the quality of health of our clients and provide them with access to health care supports.

Centralized Intake - Centralized Intake through MCCSS continues to process most of our local applications. Supervisors & Program Leads for the East and West attend regular meetings for the Centralized Intake Collaborative & Strategic Table. The C.I team encourages municipalities to report any issues through their Intermunicipal management form so that items do not get lost. They have rolled out a new bundle of options for offices that contain required Consents and Rights and Responsibilities all in one. They are continuing to look for ways to enhance processes for evidence clean up and match and merge issues.

Income Support & Stability Divisional Update—Continued...

Elizabeth Fry – A new MOU was signed with Elizabeth Fry Society in March for the 2024-2025 year. The objective of this program is to provide trusteeship services for youth ages 16 & 17 years old receiving Ontario Works, who are no longer living with a parent or guardian, and may be experiencing homelessness or at risk of experiencing homelessness. Income Support & Stability has supported a youth through the transition from 17-18 with the help of the Elizabeth Fry Society and is continuing to be supported through our program on the West.

Community Kitchen Dunchurch –June 27 - Women's Own Resource hosted another highly successful community kitchen day from 10-3pm in Dunchurch. This location aimed to target the folks in the middle of our District that are not able to make it into South River area. Income Support & Stability staff provided outreach and support at this event and spent the day assisting in preparing, cooking and cleaning with clients. They cook a meal together to enjoy and then prepare 3 more meals to take home. The day was completely booked, and many participants learned some basic cooking skills and had meals to take home.

Transitional Units Broadway - The Transitional Program in East Parry Sound have successfully opened. One individual has moved in and are settling into their new accommodations comfortably. This is a significant step for this individual and is a shift of living in an unstable situation for a long time to a more secure living situation. A variety of community partners are connected and providing supports, and check ins happen weekly our staff to ensure progress is being made on their Action Plan. This is crucial to ensure success and transition to more permanent housing stability. Another client is set to move into another unit in July. We are staging move ins slowly until we reach capacity to ensure our processes are working effectively to support participants.

Employment Service Transformation (EST) - EST rollout in Ontario Works continues to phase in to Income Support and Stability. Dedicated staff meet regularly after every new phase of implementation to discuss the impacts locally and on staff. A review of May 14th MCCSS Working Group meeting was discussed and agreed that we will disseminate information and pass it on to frontline staff as needed. EST is now a recurring item on monthly staff meeting agendas and a local working group will be established by the Supervisors. MCCSS has confirmed that we will be getting access to the Common Assessment December 1st to support prioritizing referrals to Employment Ontario. Direction has been given for staff to review the Person Centred Supports Policy Guide and to focus on providing 'person centred supports' as it aligns with the case management approach we have been building over the last few years.

Income Support & Stability Divisional Update—Continued...

Communication Skills 101 - IS&S Staff facilitated a successful Life Skills workshop on Communication Skills with clients in Ontario Works, ODSP, Low Income, and seniors.

The topics of the workshop were:

- What is communication?
- Verbal vs Non-Verbal Communication
- Communication styles
- Listening skills
- Digital Communication

We received 11 referrals for the program and had 8 participants attend and complete the training. Ongoing sessions on budgeting and housing stability are planned for later this year.

Food Banks—Outreach—Income Support & Stability staff continue to do outreach with food banks across the district to build relationships to identify those that may need additional support or not accessing services and supports. Foodbank stats are now provided to staff to show where the most need is and gives our staff an idea of where our clients are accessing foodbank services in order to determine where outreach is most needed.

Bridges Lens Training – Coaching for Life Stabilization—Along with staff from other DSSAB programs, our Income Support & Stability team attended their last training with Suzie Johnson titled Coaching for Life Stabilization in May. This training was very well received, and included some of our local community partners. It focused on creating a coaching relationship such as transactional “fixing approach vs transformational “coaching approach.” The philosophy is that if you put the relationship first you will achieve greater outcomes for the client and the program.

Income Support & Stability Divisional Update—continued...

Seniors Connect Event – Staff attended 2 Senior Connects events, May 30th in Nobel and June 4th in Rosseau.

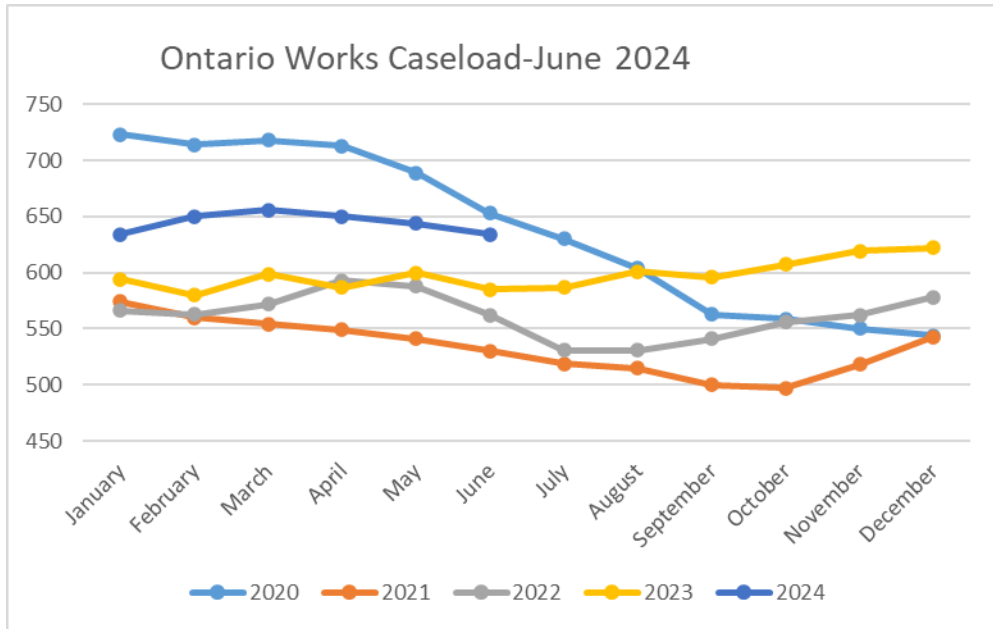
The Nobel event was hosted by Community Supports and Services. This was an opportunity for Income Support and Stability to share during a light lunch what services and supports may be available for seniors who are facing housing stability challenges. This event was attended by over 15 seniors from the Nobel/Carling area.

The event in Rosseau was the first ever Seguin Health Fair (co-hosted by Seguin Township and the WPSHC Rural NPLC). This event goal was to connect with older adults and their families to ensure they are aware of local OHIP-covered or free services available to support functional recovery, reduce illness burden, enhance quality of life, and support healthy, active, independent living.

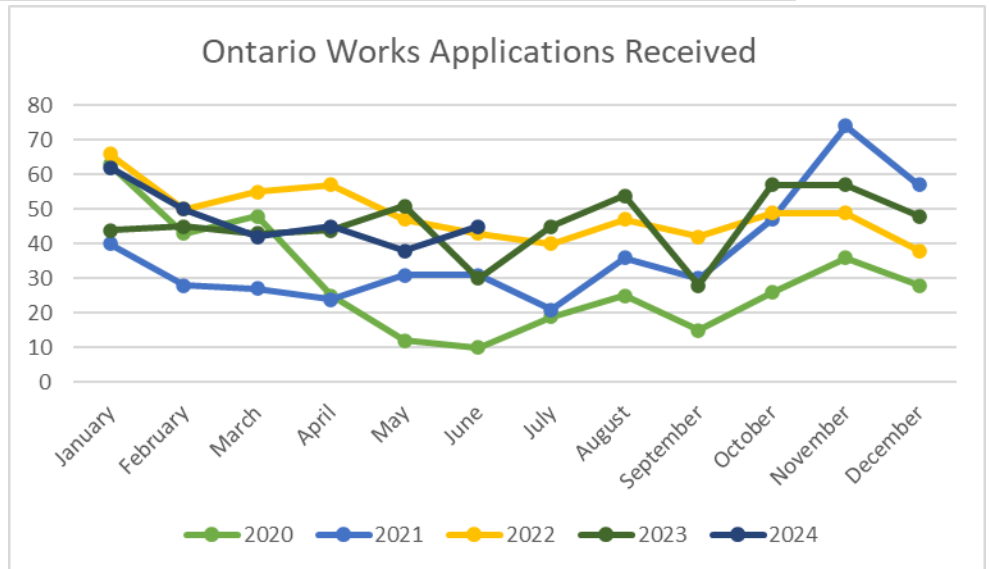
The following community partners participated in the event located at the Rosseau Memorial Hall.

1. Hospice West Parry Sound
2. Ontario Provincial Police: Mobile Crisis Response Team
3. North Bay Parry Sound District Health Unit
 - a. Ontario Dental Care
 - b. Fall Prevention, and Healthy Aging programs
4. Canadian Mental Health Association - Muskoka Parry Sound
5. WPSHC Auxiliary and Volunteer Services
6. WPSHC Mental Health Hub
 - a. WPSHC Social Worker, Indigenous Navigator
 - b. WPSHC Safe Justice Bed Program, Mental Health Nurse
 - c. WPSHC Rapid Access Addiction Medicine Clinic Program, Departmental Assistant and Patient Navigator
7. WPSHC Rural Nurse Practitioner Led Clinic
 - a. Rosseau NPLC Site
 - b. Community Enhanced Geriatric Team
8. District of Parry Sound Social Services Administration Board – Income Support and Stability
9. Community Support Services
 - a. transportation
 - b. meals on wheels
 - c. friendly visiting

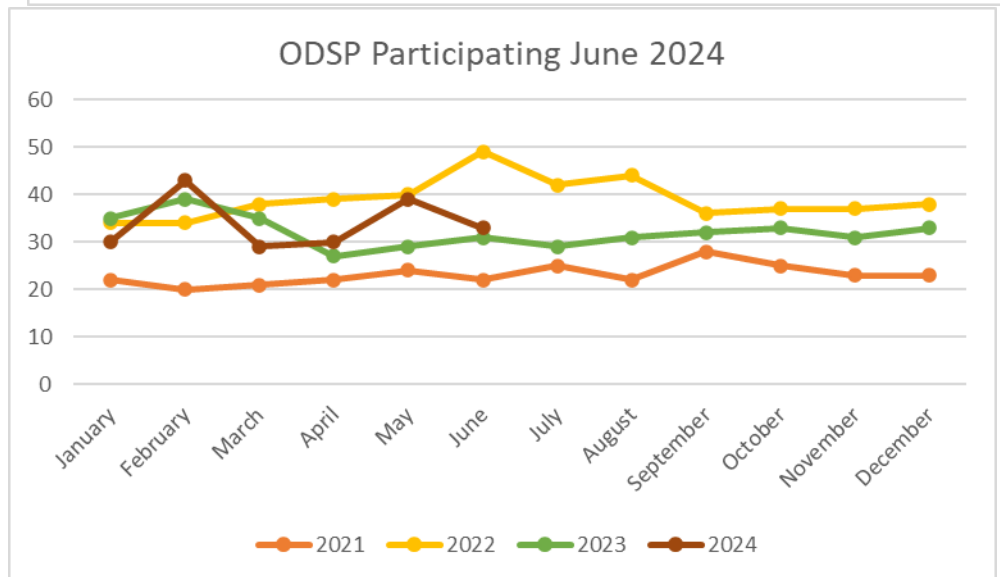
This event was well attended with over 100 people connecting with community partners.



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

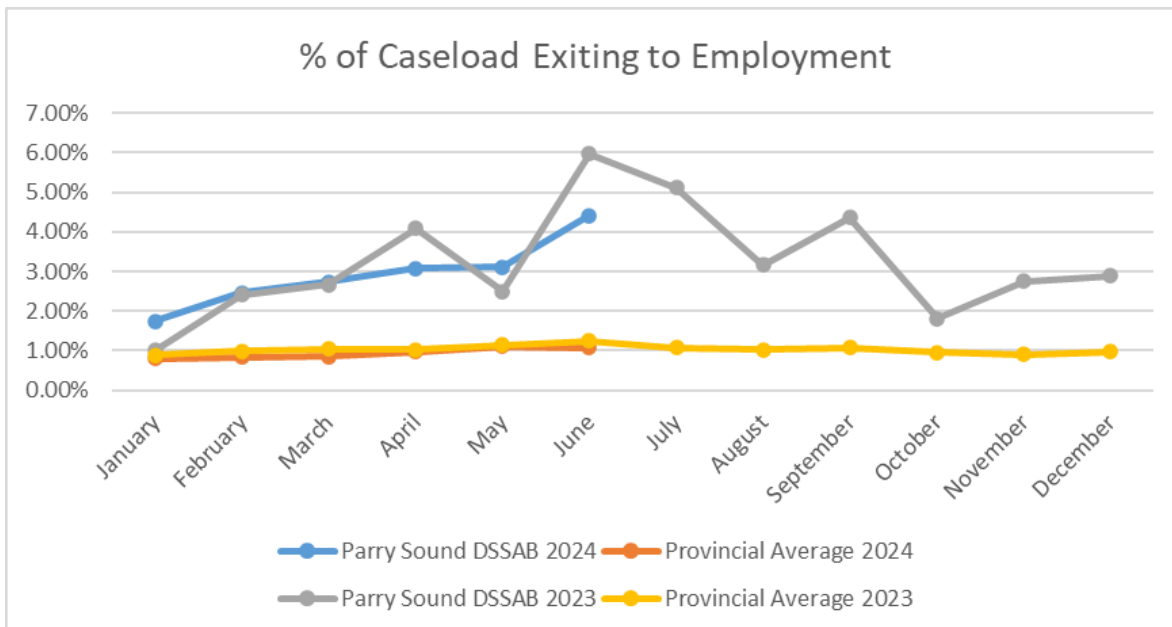
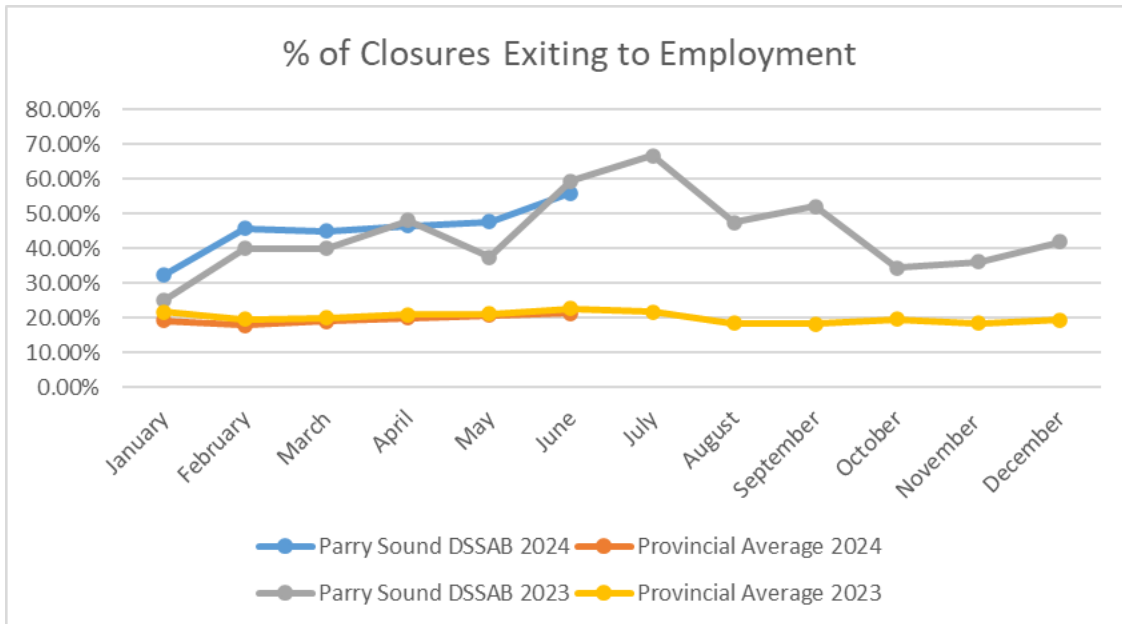


ODSP Participants in Ontario Works Employment Assistance



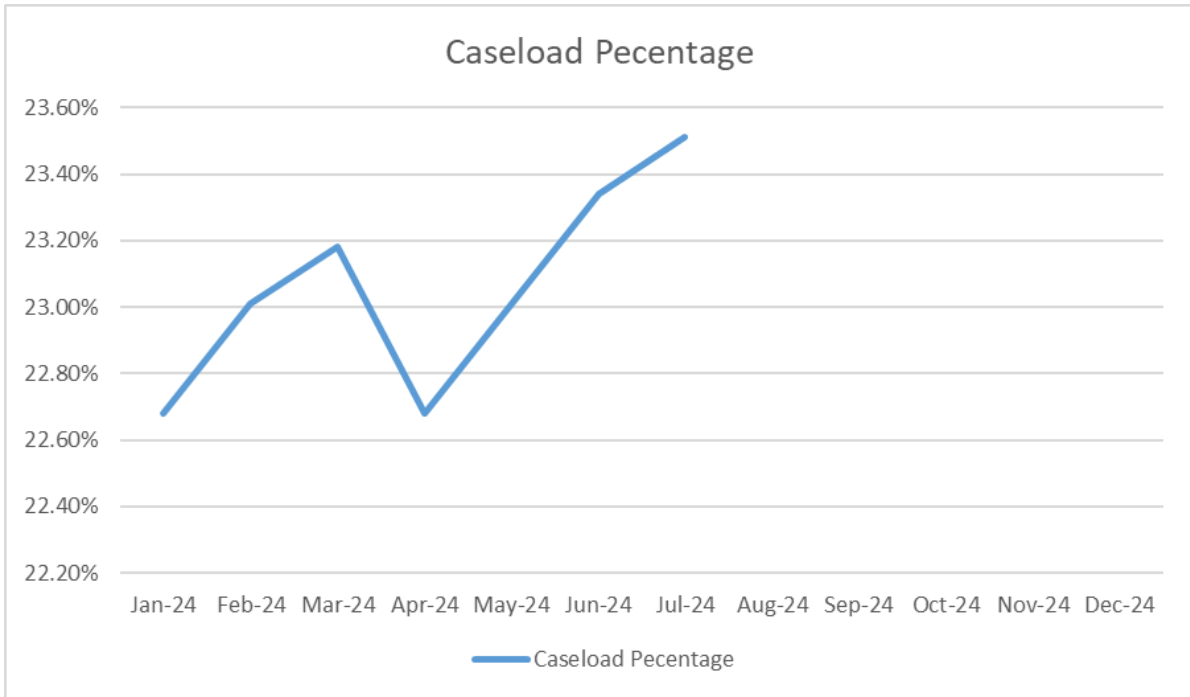
The OW Caseload continues to trend down to **634** as is typical as we get into the summer months and more folks exit to seasonal employment opportunities. We are supporting **33** ODSP participants in our Employment Assistance program. We also have **62** Temporary Care Assistance cases. We received **45** Ontario Works Applications, 33 (73%) of which were online through SADA and managed through IBAU in the month of June.

Employment Assistance & Performance Outcomes

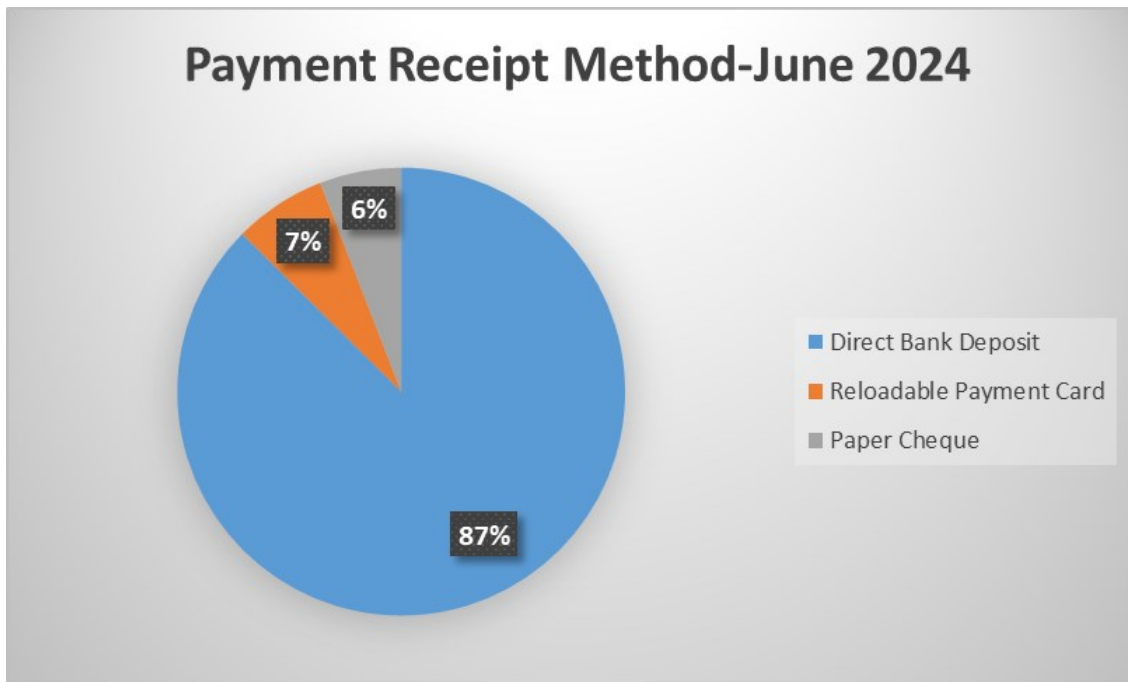


Our Employment Outcomes performance are at or near our 2023 performance at the end of June, despite a year over year decrease in job postings in the district, according to the Labour Market Group. Additionally, 7.9% of the caseload exited the program for any reason in June.

MyBenefits Enrollment 2024



DBD Enrollment



Housing Stability Program - Community Relations Workers—MAY 2024

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.

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.

Contact/Referrals

May 2024	East	West	YTD
Homeless	3	2	25
At Risk	4	4	39
Program Total			
<i>Esprit in Shelter Clients calculated in Homelessness Numbers</i>			64
Esprit in Shelter	1		3
Esprit Outreach Homeless	0	0	0
Esprit Outreach At Risk	0	0	0

May 2024 Income Source	East	West
Senior	12	14
ODSP	12	26
Ontario Works	5	15
Low Income	23	31

May 2024 Income Source	East	West
Senior	12	18
ODSP	16	14
Ontario Works	8	15
Low Income	9	41

Short Term Housing Allowance

	Active	YTD
May 2024	4	9

Housing Stability: Household Income Sources and Issuance from HPP:

May 2024 Income Source	Total	HPP
Senior	1	\$214.68
ODSP	2	\$535.00
Ontario Works	3	\$2,423.5

May 2024 Reason for Issue	Total
Utilities/Firewood	\$2,000.00
Food/Household/Misc	\$749.68
Emergency Housing	\$423.75
Total	\$3,173.43

Ontario Works: Household Income Sources and Issuance from HPP

May 2024 Income Source	Total	HPP
ODSP	6	\$4,100.00
Ontario Works	15	\$10,618.44
Low Income	3	\$895.90

May 2024 Reason for Issue	Total
Rental Arrears	\$4,679.26
Utilities/Firewood	\$1,268.29
Transportation	\$45.31
Food/Household/Misc.	\$9,265.53
Emergency Housing	\$355.95
Total	\$15,614.34

By-Name List Data

September 1, 2021– May 30, 2024



Housing Stability Program - Community Relations Workers—JUNE 2024

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.

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.

Contact/Referrals

June 2024	East	West	YTD
Homeless	1	0	26
At Risk	7	4	50
Program Total			
<i>Esprit in Shelter Clients calculated in Homelessness Numbers</i>			76
Esprit in Shelter	1		3
Esprit Outreach Homeless	0	0	0
Esprit Outreach At Risk	0	0	0

June 2024 Income Source	East	West
Senior	12	14
ODSP	12	26
Ontario Works	5	20
Low Income	23	31

June 2024 Income Source	East	West
Senior	12	18
ODSP	18	14
Ontario Works	8	15
Low Income	9	49

Short Term Housing Allowance

	Active	YTD
June 2024	6	11

Housing Stability: Household Income Sources and Issuance from HPP:

June 2024 Income Source	Total	HPP
Senior	6	\$1,882.62
ODSP	8	\$6,931.82
Ontario Works	3	\$2,329.15
Low Income	4	\$2,563.90

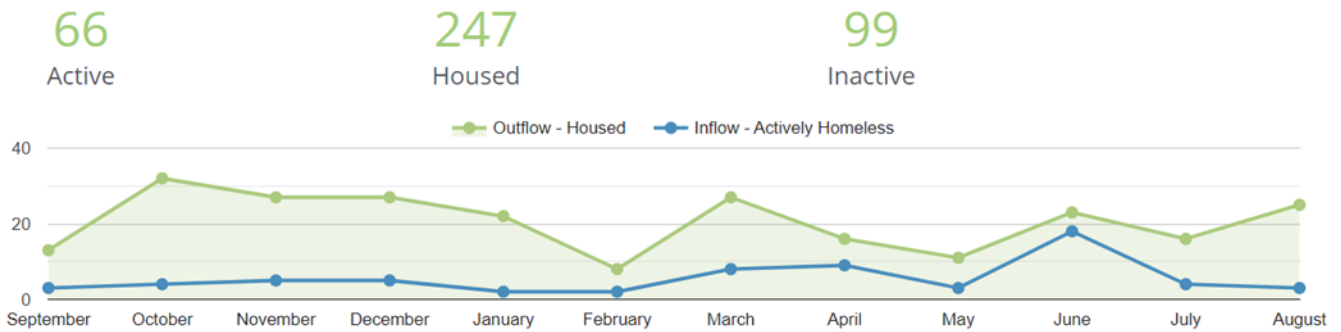
June 2024 Reason for Issue	Total
Transportation	\$104.70
Food/Household/Misc	\$11,221.88
Emergency Housing	\$2,380.91
Total	\$13,707.49

Ontario Works: Household Income Sources and Issuance from HPP

June 2024 Income Source	Total	HPP
Senior	1	\$264.20
ODSP	5	\$1,819.47
Ontario Works	10	\$6,924.73
Low Income	2	\$499.92

June 2024 Reason for Issue	Total
Rental Arrears	\$2,100.00
Utilities/Firewood	\$1,846.24
Transportation	\$919.84
Food/Household/Misc.	\$4,295.74
Emergency Housing	\$346.50
Total	\$9,508.32

**By-Name List Data
September 1, 2021– June 30, 2024**



Housing Programs

**Social Housing Centralized Waitlist Report
June 2024**

	East Parry Sound	West Parry Sound	Total
Seniors	53	144	197
Families	116	462	578
Individuals	558	193	751
Total	727	799	1526
Total Waitlist Unduplicated			445

-Housing Programs had one new application in the month of June
 -Three applicants were housed from the centralized waitlist
 -Fifteen applications were cancelled – nine requested to be cancelled, one was deceased, two had income in excess, one moved in with an existing tenant, and two could not be contacted.

**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	7		3	3	
Apr	11		17	6		Apr	10	1	7		
May	13	2	9	2		May	4	1	5	1	
June	9	1	2	1		June	1		15	3	
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	30	2	43	9	

SPP = Special Priority Applicant

Housing Programs Update

Housing Programs has continued to work on a centralized waitlist update throughout the second quarter of 2024. We are completing this update at the same time as a mailout regarding a new unit waitlist on the east side of our District. These units are in Burks Falls and have added a new 1-bedroom list for applicants to select when applying for Rent Geared to Income housing. To date, we have seen 45 applicants add this unit to their waitlist selections.

On May 28th, the Federal and Provincial housing ministers released a joint statement that an agreement had been reached on a revised action plan from Ontario that will unlock \$357 million of federal funding under the National Housing Strategy. This agreement will allow us to proceed with allocating our 2024 – 2025 COHB funding (Canada Ontario Housing Benefit), as well as COCHI (Canada Ontario Community Housing Initiative), and OPHI funds (Ontario Priority Housing Initiative). Housing Programs receive numerous calls weekly from residents of the District of Parry Sound inquiring about funds to assist with housing costs, so this news very exciting to receive.

Year 5 of COCHI and OPHI projects is well underway. We have seen our housing providers start various projects including window replacement, new patios, upgrades to bathrooms, and upgrades to electrical. These projects are due to be finished later this fall/early winter. We were pleased to have been able to provide this funding to all 4 of our non-profit providers for the 2023-2024 year.

Housing Programs will be commencing a review of our Housing and Homelessness plan in the coming months. Under the Housing Services Act, 2011 (HSA), Service Managers are required to review their local housing and homelessness plans at least once every five years. In addition to this, we have just completed our update to the current housing and homelessness plan, which can be found on the DPSSSAB's website – www.psdssab.org.

In the month of May, Housing Programs saw four new approved applications to the Centralized Waiting List, with one of them being an approved Special Priority Applicant. Five applications were cancelled in May. Two were due to no contact, two were deceased, and one applicant is no longer over housed in their current Rent Geared to Income unit. One applicant was housed in May.

**Parry Sound District Housing Corporation
May/June 2024**

Activity for Tenant and Maintenance Services

	May	June	YTD
Move outs	2	4	23
Move in	7	5	20
L1/L2 forms	0	0	4
N4 - notice of eviction for non payment of rent	1	0	2
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	0	0	2
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0	0
N7 - notice of eviction for willful damage to unit	0	0	1
Repayment agreements	7	4	44
No Trespass Order	1		4
Tenant Home Visits	27	39	179
Mediation/Negotiation/Referrals	13	8	98
Tenant Engagements/Education	12	10	25

Update from Tenant Services

This quarter in Tenant Services, we've added 2 new team members: 1 more Community Relations Worker to care for family unit tenancies across the district, along with spearheading our educational efforts with all tenants. This year we are engaged with a pilot project to have our Community Relations Worker assist Parry Sound Non-Profit Housing in educationals. Plans are underway for summer educationals for all.

The other new team member is a support worker which is shared between Maintenance and Tenant Services, completing support duties for both. This has been very exciting because they are both very busy programs, and more help is truly appreciated and put to good use!

Tenant Services has been working to launch a Tenant Portal. This creates an easier way for tenants to pay rent, view their ledgers, and make maintenance requests. We have also been involved in some of the set up and development of other Yardi modules like Maintenance IQ and Procure to Pay as well as Pay Scan. We will continue our work to make these as seamless for our tenants as possible, providing support and education along the way.

Tenant Services have also been participating in the annual Maintenance inspections this quarter – This is particularly important to identify supportive needs the tenant may have. The Tenant Services Community Relations Workers foster a supportive rapport with the tenants and will follow up where behaviour/lifestyle changes are warranted (for example, with issues of hoarding or life skills/cleaning practices, ensuring referrals are made).

Although there remains an approximate 6-12 month wait time for hearings, the Landlord and Tenant Board proceedings have been successful in receiving court ordered repayments of arrears, and several important evictions. Evictions are difficult, but sometimes removal is necessary to create peace and safety for the remaining tenants in the buildings. Since the Tenant Services/Maintenance Department was restructured to become 2 separate entities with 2 Supervisors within the same division (fall of 2022), we have been successful in LTB-L2 hearings for seeking 5 evictions, and 4 LTB-L1 hearings seeking court ordered repayment agreements. The important factor in a court ordered repayment agreement is that they contain a built-in clause, section 78 clause, which allows the landlord to seek eviction without a hearing if the court order is breached. The turnaround time on those is approximately 11 days from the date the subsequent eviction order is sent out.

With increased Tenant Services personnel, we feel confident we can mitigate many potential issues leading to an eviction.

**Property Maintenance
June 2024**

Pest Control		3 buildings are currently being inspected monthly for bedbugs; 3 units have been treated
Vacant Units	15	one-bedroom (12); multiple bedroom (3) available (asbestos abatement and significant repair contributes to longer vacancy times).
Vacant Units - The Meadow View	6	May: 5 one-bedroom market units available, 1 studio vacant June: 5 one-bedroom market units available, 1 studio vacant
After Hours Calls	9	After hours for May: 8 calls- Fire Supervisory Signal trouble reset required, odd smell, death of a tenant in hospital, fallen and could not get up, sink clogged, elevator not working, smoke from extinguished garbage fire in the building, After hours calls for June: 9 calls- Fire Supervisory Signal trouble reset, power outage in unit, fridge not working, alarm monitoring disruption, wellness check, hot water tank trouble
Work Orders	94	On Call Contracted to outside service provider Work orders were created for maintenance work and related materials
DSSAB Ticket	38	Month of May: 35 DSSAB Tickets are logged for maintenance or repairs required for any of the DSSAB buildings (separate from the Housing Stock)
Fire Inspections	5	Within the month of May: 2 – 12 Unit Building, 1-51 Unit Building, 1-20 Unit Building, and a 6 Plex, with the presence of the Fire Prevention Officer
Annual Inspections	1	One apartment building
Incident reports	1	Unserious in nature

Update from Property Maintenance & Capital Projects

The spring kicked off with the tendering for the replacement of windows for a 6-storey apartment complex. Tender closed April 3rd, and the evaluation of the bids was completed April 22nd. Tender Award Recommendation was approved by the Board and awarded to the successful bidder the week of May 6th. Kick-off meeting occurred June 11th. Due to the supply ordering backlog, an unanticipated delivery of materials a delivery date was determined to be 10-12 weeks. The project is anticipated to begin August 2024.

Also, this spring the Tender Award Recommendation for the Esprit Renovation was approved by the board, April 11, 2024. The kick-off was held April 19th. Most of the external work was completed over the months of May and June while awaiting permits from the Town of Parry Sound. This project is progressing and is on track to be completed by December 2024.

An emergency repair Award Recommendation was approved by the board, June 13th, 2024, for an elevator modernization. There was a 6 week wait for delivery of required materials. The repair is scheduled to start on Monday, July 29th. The project is on schedule.

The following are other projects completed or in progress:

Family Home Drainage Issues Repaired: The repair work successfully addressed the moisture penetration on the interior foundation wall. We removed the backfill against the concrete foundation wall and installed Blueskin and dimpled membrane against the concrete. Additionally, we installed weeping tile, 12" of gravel, and filter cloth at the base of the footing. The dirty fill with larger aggregate was removed off-site, and clean fill was provided. An aggregate depository was installed on the perimeter of the property with a weeping tile directed towards the curbside drainage ditch.

Building Watermain Replacement: The asphalt serving the lower parking lot was removed, and we excavated 5 feet down. A new pipe was installed from the town disconnect to the interior of our mechanical room. Extensive investigation was conducted to ensure the leak has been resolved. Asphalt is yet to be replaced as we await direction from the engineers regarding the deteriorating retaining wall serving the upper parking lot.

Asbestos/Mould Remediations:

- Family Home: Full abatement of stippled texture ceiling coat and flooring was completed and reinstated.
- Family Home: Full abatement of all gypsum and flooring was completed and reinstated.
- Family Home: Full abatement is complete, but interior finishes have not yet been reinstated.

Building Walkway Replacement: We are in the process of obtaining three quotes and determining the desired and most cost-effective specification.

Walkway/Patio Replacement: We are in the process of obtaining three quotes. No scope has been awarded, and the schedule is to be determined.

Main Office Front Entrance Retaining Wall: The old/deteriorated wall was removed and disposed of, and a new granite armor stone retaining wall was installed.

Main Office Courtyard Fencing: The deteriorated/temporary fencing was removed, and a new wood fence was installed to match the existing.

Main Office Masonry Repair: All deteriorated masonry throughout the building was removed and reinstated to match the existing color, both interior and exterior.

Child Care Drainage Repair: We rerouted roof drainage to grade at the exterior of the building, removed hardscaped material to allow for underground drainage piping, and reinstated hardscaping.

Child Care Ministry Requirements: We removed an interior partition wall and reinstated the suspended ceiling tile and laminate strip flooring to match the existing. We also installed a concrete pad and gazebo within the playground. Waiting on sign off from the building department.



Esprit Place Family Resource Centre

May/June 2024

Emergency Shelter Services	May 2024	June 2024	YTD
Number of women who stayed in shelter this month	2	1	30
Number of children who stayed in the shelter this month	2	2	14
Number of hours of direct service to women (shelter and counselling)	64	89	1007
Number of days at capacity	0	0	0
Number of days over capacity	0	0	0
Overall capacity %			
Resident bed nights (women & children)			
Phone interactions (crisis/support)	22	33	177

Transitional Support	May 2024	June 2024	YTD
Number of women served this month	3	4	14
Number of NEW women registered in the program	3	2	11
Number of public ed/groups offered			0

Child Witness Program	May 2024	June 2024	YTD
Number of children/women served this month	3	2	12
Number of NEW clients (mothers and children) registered in the program	1	2	7
Number of public ed/groups offered	1		2

Esprit Place Family Resource Centre Update

Esprit Place renovations are well underway, however, programming and support for clients in the community continues. Esprit Place staff, in collaboration with our shelter partners in Muskoka continue to manage our crisis line 24 hours a day, 7 days a week. Outreach and Children's Voices programming is ongoing. We have also enhanced our transitional housing supports by temporarily securing two housing units to house families fleeing violence.

2024 Ontario Senior Achievement Award / Prix d'excellence de l'Ontario pour les personnes âgées de 2024

Ontario Honours And Awards <OntarioHonoursAndAwards@ontario.ca>

Wed 8/21/2024 9:42 AM

To:Cindy Filmore <cindy.filmore@townofkearney.ca>

(Un message en français suivra)

**Ministry for Seniors
and Accessibility**

Minister

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

**Ministère des Services aux
aînés et de l'Accessibilité**

Ministre

College Park
777, rue Bay
5e étage
Toronto (Ontario) M7A 1S5



August 2024

Dear Friends,

It is my pleasure to invite you to submit a nomination for the [Ontario Senior Achievement Award](#).

Each year, the program recognizes extraordinary seniors who, **after the age of 65**, have made significant contributions to their community or province.

The annual deadline for nominations is October 1st. You can submit a nomination online by [registering through the Ontario Honours and Awards Portal](#).

For more information about the program, please visit the [Ontario Senior Achievement Award webpage](#).

You may also contact Ontario Honours Secretariat at OntarioHonoursAndAwards@ontario.ca if you have questions about the Ontario Senior Achievement Award and how to submit a nomination online.

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

A handwritten signature in black ink that reads "Raymond Cho".

Raymond Cho

**Ministry for Seniors
and Accessibility**

Minister

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

**Ministère des Services aux
aînés et de l'Accessibilité**

Ministre

College Park
777, rue Bay
5e étage
Toronto (Ontario) M7A 1S5



Août 2024

Madame, Monsieur,

J'ai le plaisir de vous inviter à proposer une candidature au [Prix d'excellence de l'Ontario pour les personnes âgées](#) de 2024.

Chaque année, le programme rend hommage aux aînés extraordinaires qui, **après l'âge de 65 ans**, ont apporté une contribution exceptionnelle à leur communauté ou à la province.

La date limite annuelle pour proposer une candidature est le 1^{er} octobre. Pour soumettre une candidature en ligne, veuillez-vous [inscrire au Portail des distinctions et prix de l'Ontario](#).

Pour plus de renseignements sur le programme veuillez consulter la [page Web du Prix d'excellence de l'Ontario pour les personnes âgées](#).

Si vous avez des questions au sujet du Prix d'excellence de l'Ontario pour les personnes âgées, veuillez contacter aussi le Secrétariat des distinctions et prix de l'Ontario à OntarioHonoursAndAwards@ontario.ca.

Je vous remercie d'avance de prendre le temps de songer à proposer le nom d'une personne âgée exceptionnelle de votre collectivité.

Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

Sincèrement,

A handwritten signature in black ink that reads "Raymond Cho".

Raymond Cho
Ministre des Services aux aînés et de l'Accessibilité

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-35

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE
ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO) FOR
THE MUNICIPAL FUNDING AGREEMENT CANADA COMMUNITY-BUILDING FUND**

WHEREAS the Council of the Corporation of the Town of Kearney deems it desirable to enter into an agreement with The Association of Municipalities of Ontario for the Municipal Funding agreement Canada Community-Building Fund

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

1. That the agreement with The Association of Municipalities of Ontario (AMO) attached hereto and referred to as "Appendix A" be part of the By-law.
2. That the Mayor and Clerk are hereby authorized to execute this agreement and affix the corporate seal thereto.
3. That this By-law shall come into effect from the date of passage thereof.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2024-36

A BY-LAW TO ESTABLISH BLOCK 9 ON PLAN 42M-647 AS A PUBLIC HIGHWAY

WHEREAS the *Municipal Act, 2001*, Section 31, permits the council of every municipality to pass by-laws for establishing and laying out highways;

AND WHEREAS the Corporation of the Town of Kearney is the owner of a one-foot reserve which is described as Block 9, Plan 42M-647;

AND WHEREAS it is now deemed expedient to establish Block 9, Plan 42M-647 as a public highway;

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

1. That Block 9, Plan 42M-647 is hereby established and assumed as a public highway of the Corporation of the Town of Kearney.

READ a First and Second Time this _____ day of September, 2024.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

READ a Third and Final Time and Enacted in Open Council this _____ day of September, 2024.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-37

Being a By-law to Authorize the Execution of a Consent Agreement Between the Corporation of the Town of Kearney and Friedland.

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

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

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

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into a consent agreement with Friedland;

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

1. That the Corporation of the Town of Kearney enter into a consent agreement substantially in the format attached hereto as "this Agreement".
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
3. That this agreement be registered on title.
4. That this By-law come into effect upon the date of signing.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-38

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

Cindy Leggett

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

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

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

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into an agreement with Cindy Leggett to provide Country Fusion Fitness classes to its residents;

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

1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as "this Agreement".
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
3. That this By-law come into effect September 5, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024 - 39

Being a by-law to Authorize the Appointment of the Clerk as Head of the Municipality for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act

WHEREAS Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990 Chapter M. 56* as amended provides that the members of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as the head of the municipality for the purposes of this Act;

AND WHEREAS Section 3(3)(a) of the *Municipal Freedom of Information and Protection to Privacy Act, RSO 1990 Chapter M. 56* as amended states that if no person is designated as head under this section, the head shall be the Council, in the case of a municipality;

AND WHEREAS Section 49(1) of the *Municipal Freedom of Information and Protection to Privacy Act, RSO 1990 Chapter M. 56* as amended outlines that a head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation;

AND WHEREAS the Council of the Municipal Corporation of the Town of Kearney deems it expedient to delegate such powers and duties of the head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act to the Clerk;

AND WHEREAS in the absence of the Clerk, it is deemed expedient that the Deputy Clerk shall exercise the delegated powers and duties of the head for the purposes of the Municipal Freedom of Information and Protection of Privacy Act if the request does not include confidential information that the Deputy Clerk would not normally be privy to;

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

1. That the Council for the Municipal Corporation of the Town of Kearney hereby delegates its powers and authority to the Clerk to act as head of the municipality for the purposes of administering the Municipal Freedom of Information and Protection of Privacy Act and for decisions made thereunder;
2. That the Council for the Municipal Corporation of Town of Kearney hereby authorizes the Clerk to further delegate this authority to the Deputy Clerk in the absence of the Clerk if the request does not include confidential information that the Deputy Clerk would not normally be privy to;
3. That By-law 2013-24 be hereby repealed effective the date of passing of this By-law;
4. That this by-law shall come into full force and effect upon the final passage thereof.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 5th day of September, 2024.

THE CORPORATION OF THE TOWN OF KEARNEY

Mayor

Clerk

**THE CORPORATION OF THE
TOWN OF KEARNEY**

BY-LAW NO. 2024-40

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 1 CON 8 BETHUNE; KEARNEY. Being all of the lands described in PART 1 PLAN 42R-20148, in the Geographic Township of Bethune, now in the Town of Kearney.

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

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

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

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

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

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

- a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 1 CON 8 PROUDFOOT; KEARNEY. Being all of the lands described in PART 1 PLAN 42R-20148, in the Geographic Township of Bethune, now in the Town of Kearney, from the Residential Waterfront Exception-27 (RWF-27) Zone to a site-specific Residential Waterfront Exception-XX-Holding (RWF-XX-H) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
- b) Section 4.2.5 of By-law No. 2022-20, as amended, entitled “Exceptions”, is hereby amended adding the following section:

“4.2.5.XX Residential Waterfront Exception-XX-Holding (RWF-XX-H) Zone

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

- | | |
|---|------------------|
| i) Minimum Lot Area | 6.9 hectares |
| ii) Minimum Water Yard Setback
To Primary Residential Dwelling | 20.0 metres |
| iii) Minimum Water Yard Setback
To Accessory Detached Garage
with Residential Unit | 24.0 metres |
| iv) Minimum Interior Side Yard Setback
To Accessory Detached Garage
with Residential Unit | 3.0 metres |
| v) Maximum Height of Accessory
Detached Garage with Residential
Unit | 7.0 metres |
| vi) Maximum Ground Floor Area of
Accessory Detached Garage
with Residential Unit | 54 square metres |

Holding (-H) Provision

Where the Residential Waterfront Exception-XX (RWF-XX) zone symbol on Schedule “A” is followed by a holding symbol (“H”), (i.e., “RWF-X-H”), holding provisions under Section 36 of the Planning Act are in effect.

The permitted uses and relevant zone provisions applicable to that zone do not apply until such time as the holding symbol (-H) is removed in accordance with the provisions of Section 36 of the Planning Act. Prior to the removal of the holding symbol (H), only uses that existed at the date of the adoption of the holding zone provision shall be permitted

The Holding symbol (-H) which applies to the lands subject to the RWF-XX Zone shall only be removed after the following matters are secured to the satisfaction of Council:

- (i) The registration of a Development (Mitigation Measures) Agreement on title that provides detailed mitigation

measures related to a Natural Features Evaluation, dated August 2012, and subsequent peer review to the satisfaction of the Town’s staff and peer review consultant.

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

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

READ a first and second time this 5th day of September, 2024.

READ a third time and finally passed this 5th day of September, 2024.

Mayor, Cheryl Philip

Clerk Administrator, Nicole Gourlay