

TOWN OF KEARNEY

AGENDA

REGULAR COUNCIL MEETING

Council Chambers

Thursday September 26, 2024 – 6:00 p.m.

A Moment of Silence may be observed if requested

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

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

4. Delegations/Presentations

5. Consent List

5.1. September 5, 2024 & September 8, 2024 Meeting Minutes of Council	Pg.3
5.2. Payment Register	Pg.11
5.3. Transfer Station Report	Pg.14
5.4. Resolution Report	Pg.15
5.5. August 13, 2024 Recreation Committee Meeting Minutes	Pg.18
5.6. DRAFT RFSC Meeting Minutes August 22, 2024	Pg.20
5.7. Support Resolution Re: Municipal Elections Act Update	Pg.24
5.8. Support Resolution Re: A Request for the Province to Support Family Physicians	Pg.26

6. Items Referred from the Consent List

7. Items for Discussion

7.1. Memo and DRAFT E&R By-law	Pg.28
7.2. Memo: Truck 314 Update	Pg.44
7.3. RFSC Terms of Reference Update	Pg.45
7.4. SR 2024-58 - Increase in Contribution for Live Fire Unit	Pg.49
7.5. SR 2024-59 - Waste Management Report	Pg.55
7.6. Memo: Sand Lake Boat Ramp Update	Pg.60
7.7. Memo: Lions Pavilion Revamp Update	Pg.61
7.8. Memo: FORD 550/1 Ton Safety Expense	Pg.81
7.9. DRAFT Agreement: Circular Materials	Pg.82
7.10. DRAFT Development Agreement – Friedland	Pg.130

7.11. Memo: Committees of Council	Pg.145
7.12. Memo: Integrity Commissioner Training	Pg.147
7.13. Memo: IT Update	Pg.148
7.14. Santa Claus Charity Ski Show Road Closure November 2, 2024	Pg.149

8. Other Business

9. Correspondence for Information

9.1 KWEF September 2024 Newsletter	Pg.150
9.2 Save the Date Annual Red Gala	Pg.153

10. Bylaws

10.1 By-law 2024-42, being a By-law to enter into an agreement with Circular Materials	Pg.154
10.2 By-law 2024-43, being a By-law to enter into an agreement with Friedland	Pg.156

11. Closed Session

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

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

12. Confirming Bylaw

13. Adjournment

The Corporation of the Town of Kearney
REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, September 5, 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 (CA)
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 memories of Carolyn Demeulenaere, Mark Demain and Peter Nidenoff

1. **Call the Meeting to Order**
The meeting was called to order at 6:01 p.m.
2. **Approval of Agenda**
Resolution 2024- 265
Moved by: Councillor Pateman; Seconded by: Councillor Sharer
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of September 5, 2024 as amended on September 4th and further amended at the table to add: to include the nomination of Catherine Hare as 2024 Senior Achievement Award Recipient.
CARRIED
3. **Disclosure of Interest**
None were noted.
4. **Delegations/Presentations**
4.1 Public Meeting – Planning Act – ZBLA RZ-02-24 (Friedland)
Resolution 2024-266
Moved by: Councillor Beaucage; Seconded by: Councillor Sharer
BE IT RESOLVED that the Public Meeting of Council pursuant to Section 34(12), (13), (14) of the Planning Act, R.S.O. 1990, c.P.13 as amended held Thursday, September 5, 2024 be called to order at 6:07 p.m.
CARRIED

The Mayor explained the Public meeting process.

Jessica Rae Reid, the Planning Consultant, explained the purpose and effect of the proposed ZBLA.

Council members were invited to provide input or ask questions. Deputy Mayor Rickward expressed the reasoning behind the ZBLA. Councillor Beaucage inquired about the former Open Space zoning.

The applicant and the public were invited to provide input or ask questions. The applicant's planner, Stefan Szczerbak spoke to the ZBLA and the former Open Space zoning and commented on the purpose and effect of the proposed ZBLA

The applicant expressed thanks for the opportunity for the Public Meeting.

No public comments were received on the application, nor did any members of the public speak to the application during the public meeting.

Resolution 2024-267
Moved by: Deputy Mayor Rickward, Seconded by: Councillor Beaucage
BE IT RESOLVED that the Public Meeting of Council pursuant to Section 34 (12),(13), (14) of the Planning Act, R.S.O. 1990, c.P. 13 as amended held Thursday, September 5, 2024 be adjourned at 6:20 pm.
CARRIED

4.2 Auditors Report and Presentation 2023 Year End

Resolution 2024-268

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney thanks Judy Klienhuis of Grant Thornton for her presentation of the 2023 Audit Report for the Town of Kearney and approve the draft audit report as presented.

CARRIED

5. Consent List

Discussion took place regarding some items on the Payment Register

Resolution 2024-269

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

BE IT RESOLVED that the Consent List from the Regular Council Meeting of Thursday, September 5, 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 Planners Report to Council RZ05-23 - 218 Emsdale Lake Rd. (Waffle)

Resolution 2024- 270

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the report from EcoVue Consulting Services regarding RZ05-23 Waffle (LT 1 Con 8, Bethune, Town of Kearney);AND FURTHER THAT based on the information Staff have received from the applicants, their planner and our planning consultants, the applicant's consultant has not provided a sufficient response to our peer-review consultants review of the EIS, which do not outline the mitigations measures necessary to ensure protection of the shoreline/fish habitat from the new/proposed building site; AND FURTHER THAT the Council of the Corporation of the Town of Kearney hereby agrees to establish a Holding provision on the above application RZ 05-23 Waffle until such time that peer review comments related to natural heritage, particularly the reduced water yard setback and fish habitat, have been resolved.

CARRIED

7.2 DRAFT By-law to Assume Block 9, Plan 42M-647 on Riverside Drive

Resolution 2024- 271

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

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; NOW THEREFORE BE IT RESOLVED THAT it is deemed expedient to establish Block 9, Plan 42M- 647 as a public highway; AND FURTHER THAT the Council of The Corporation of the Town of Kearney hereby approves in principle the passing of a by-law to establish Block 9, Plan 42M-647 as a public highway which will take place later in this meeting.

CARRIED

7.3 DRAFT Consent Agreement – Friedland (Riverside Drive)

Resolution 2024-272

Moved by: Councillor Beaucage; Seconded by Councillor Sharer

BE IT RESOLVED that the Owner (Friedland) obtained, from the Southeast Parry Sound District Planning Board (Files B-002/24 & B-003/24) conditional approval of consent to sever the subject lands (the "Severance Approval") into two severed lots and one retained lot has requested a deferral of the signing of the Consent Agreement.

CARRIED

7.4 DRAFT Agreement with AMO – Municipal Funding Agreement CCBF

Resolution 2024-273

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

WHEREAS the Government of Canada, the Government of Ontario, the Association of Municipalities 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 FURTHER THAT the Corporation of the Town of Kearney supports entering into this Agreement to access CCBF funding; NOW THEREFORE BE IT RESOLVED that a by-law to authorize the execution of the consent agreement be passed later in the meeting.

CARRIED

7.5 SR2024-56 Paving Overage Echo Ridge Road & Chetwynd Road
Resolution 2024-274

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts SR2024-56 regarding the tender overage for paving on Chetwynd Road and Echo Ridge Road; AND FURTHER THAT Council approves payment of \$42,740.00 to Fowler Construction inclusive of HST which is in excess of the capital budget and approved Tender amount.

CARRIED

7.6 Memo re: MOU with Almaguin District Snowmobile Club
Resolution 2024-275

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

WHEREAS the Almaguin District Snowmobile Club has requested permission from the Town of Kearney to utilize and maintain designated road allowances for snowmobile trails within the Town; AND WHEREAS the Almaguin District Snowmobile Club is seen as a beneficial member of the community; AND WHEREAS the Almaguin District Snowmobile Club (ADSC) has presented a memorandum of understanding which includes the requisite insurance policy information as well as outlining the provision of trail signage and mapping of said trails; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby directs Staff to bring back a draft by-law to enter into the MOU with ADSC with input from the Town's Municipal Solicitor to ensure both the Town and the ADSC are covered; AND FURTHER THAT this agreement be in effect for 10 years.

CARRIED

7.7 Volunteer Application for Library Board – Tracy Peters
Resolution 2024-276

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

WHEREAS the Council of the Corporation of the Town of Kearney has received an application from Tracy Peters to join the Kearney Library Board; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the application pending approval of the Kearney Library Board

CARRIED

7.8 District of Parry Sound Municipal Association Fall 2024 Meeting
Resolution 2024-277

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED the Council of the Corporation of the Town of Kearney has received the District of Parry Sound Municipal Association notice and application for the annual Fall Meeting; AND WHEREAS this meeting has been set to take place on Friday, September 27, 2024 in Point au Baril, ON; AND WHEREAS the cost to attend the meeting is set at \$50 per delegate plus mileage; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney will have Keven Beaucage, Heather Pateman, Cheryl Philip and 1 other Staff Member represent the Town of Kearney at said meeting.

CARRIED

7.9 DRAFT Agreement – Cindy Leggett
Resolution 2024-278

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

WHEREAS the Council of the Corporation of the Town of Kearney has received a DRAFT by-law and DRAFT agreement with Cindy Leggett to provide instruction for Country Fusion Fitness classes to the Town of Kearney; AND WHEREAS Council wishes to support the Recreation Committee in this endeavour; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney supports in principle the signing of this Agreement; AND FURTHER THAT a by-law to authorize the execution of the agreement be passed later in the meeting.

CARRIED

7.10 DRAFT RFP Official Plan, Strategic Plan Review &
Resolution 2024-279

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

WHEREAS the Council of the Corporation has directed Staff to develop a Request for Proposal to complete a Strategic Plan, Official Plan and subsequent Zoning By-law update; AND

WHEREAS in order to complete these updates a Request for Proposal is required to be issued as per the Town of Kearney Procurement By-law; AND WHEREAS Staff have prepared the requisite RFP for Council's review; NOW THEREFORE BE IT RESOLVED that Council receives and accepts the proposed RFP for the provision of consulting services for the update and development of a Corporate Strategic Plan, Official Plan and Zoning By-law; AND FURTHER directs Staff to move forward with issuing the RFP as provided in the agenda package, item 7.10.

CARRIED

7.11 DRAFT By-law to Appoint Municipal Freedom of Information Coordinator
Resolution 2024-280

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

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 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 approves the passing of a By-law to authorize the appointment of the Clerk as the Head of the Municipality for the purposes of the MFIPP Act in principle, which will take place later in this meeting.

CARRIED

7.12 Memo re White's Farm Trail Maintenance and Rental of Equipment
Resolution 2024-281

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the memo regarding White's Farm Trail Maintenance and Rental of Equipment from the Public Works Superintendent; AND FURTHER THAT Staff be authorized to rent equipment to complete the work required on White's Farm Trail up to \$6,000 + HST; AND FURTHER THAT this expense be paid for from the Parkland Dedication Reserve.

CARRIED

8. Other Business

8.1 Notice of Motion – Changes to the September 8, 2024, Town Hall Agenda
Resolution 2024-282

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

WHEREAS the Town hosted the first Town Hall meeting on August 20, 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 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 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 allow Public to come to microphone to ask individual questions, then return to microphone for further questions and to further add Waste Management matters to the agenda if time permits.

CARRIED

8.2 Notice of Motion – Sand Lake Boat Ramp Completion
Resolution 2024-283

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to return to Council with costs & time factors and to request a Special Council Meeting to address the steps required to complete the Sand Lake Boat Ramp project in 2024 and within budget.

CARRIED

Resolution 2024-284

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney requests a report from Staff regarding process on recouping costs associated with demolition of buildings.
CARRIED

9. Correspondence for Information

Resolution 2024-285

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney supports the Kearney Seniors Club nomination for the Ontario Senior Achievement Award; AND FURTHER THAT Council nominates Catherine Hare for the 2024 year.
CARRIED

Resolution 2024- 286

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that Council receives the September 5th Correspondence list.
CARRIED

10. By-laws

Resolution 2024- 287

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

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 2024-35 to Enter into Agreement with AMO – Municipal Funding Agreement CCBF; 10.2 By-law 2024-36 to Assume Block 9 Plan 42M-647 on Riverside; ~~10.3 By-law 2024-37 to Enter into a Consent Agreement Friedland (Riverside Drive)~~; 10.4 By-law 2024-38 to Enter into an Agreement with Cindy Leggett – Country Fusion Fitness; 10.5 By-law 2024-39 to Appoint Municipal Freedom of Information Coordinator; 10.6 By-law 2024-40 ZBLA RZ05-23 – 218 Emsdale Lake Rd (Waffle)
CARRIED

11. Closed Session

Resolution 2024- 288

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 8:48 pm under Section 239(2) of the Municipal Act, under the following subsections: (2)(b) Personal Matters about an Identifiable Individual; (2)(d) Labour Relations or Employee Negotiations; (3.1) Council Training.
CARRIED

Resolution 2024-289

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

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

Resolution 2024-290

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

BE IT RESOLVED THAT the in relation to curfew the Council of the Corporation of the Town of Kearney directs staff to note that Council has gone past the 4-hour curfew.
CARRIED

12. Confirming By-law

Resolution 2024- 291

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that By-law 2024-41 being a by-law to Confirm the Proceedings of the Special Council Meetings of August 12 and 20 and the Regular Meeting of Council on September 5, 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 2024-292

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 10:12 pm to meet again at 1 pm on September 8, 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

Sunday, September 8, 2024 1:00 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)
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: 18 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 1:00 p.m.
2. **Approval of Agenda**
Resolution 2024-293
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 September 8, 2024, be adopted as circulated
CARRIED
3. **Resolution to suspend the Procedural By-law for the Town Hall Meeting**
Resolution 2024-263
BE IT RESOLVED that the 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 September 8, 2024 to hear public comments regarding the agenda items and allow for an open forum if time permits.
CARRIED
4. **MAHC Hospital Restructuring Video**
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 Chipmunk Lane:
 - Why is it needed here? (small town, etc.)
 - A resident of Fisher Lake asked if a license was needed for short term use, for storage, etc.
 - Clarification of the requirements for a license were reviewed
 - A resident from Grass Lake expressed concerns that:
 - People are hearing is not what is said creating tension/worries
 - Trying to have things be fair for everyone
 - Fear of being extracted from "home"
 - Fisher Lake resident returned to express:
 - Strength of community could bring aid to homeless/those needing extra supports
 - 5.2 **Park creation and refurbishment to existing parks**
Clerk Administrator Nicole Gourlay outlined the budgeted items for Park creation and refurbishment in 2024.
 - A resident wanted to know more information regarding Lions Park

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 more information regarding the STA by-law
 - DC Cindy Filmore responded that this had been a proposed by-law and not currently in process
 - DM Michael Rickward clarified that more work will take place, ie OP and ZBL to address STAs and *if necessary* an STA by-law would be brought forward for public comment prior to any determination to pass STA by-law
- A member of the public spoke to occupancy limits of STAs, the use of multiple trailers on properties used for STAs
 - Staff and Council responded to remind the Public that contacting the municipal office/staff when situations arise is best
 - The Mayor and Council reiterated that communication with the Office would provide the best access to answers

5.4 Waste Management and Tipping Fees

- CA Nicole Gourlay spoke to the current tipping fees and to the process of a yearly review taking place at the September 26 Regular Council Meeting
 - A resident spoke to the need for a consideration for brush, perhaps chipping rather than burning
 - Another resident spoke to the increased prices of brush, a “one off” could have been provided and that a re-evaluation of fees is needed
 - A Lynx Drive resident spoke to the sudden increase in fees, that a solution may be to provide access to Rain Lake (landfill site) and that ditches may be overrun with brush and debris
 - Forestry Tower Road property owner was replacing shingles and found Kallio to expensive. Seguin Township cost is \$6/bundle so he took them to his home
 - A Fisher Lake resident commented on high fees and enquired as to how they compare to neighbouring communities; once or twice per year there should be an opportunity to dump (large items) for free
 - Mayor and Council commented on the need for education on recycling and of the opportunity to attend JWMB meetings (public)
 - A resident commented that in other places (Belleville), disposal of brush is free
 - A Lynx Drive resident offered that many people just don’t care, don’t understand issues surrounding bears, and maybe a donation area would help.
 - A resident enquired as to the lifespan of the landfill
 - A resident spoke to the burning of garbage and process for disposal and thanked Council for the opportunity to speak at this forum

3:05 pm

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

6. Due to time constraints, item 6 on the Agenda could not be completed.

Resolution 2024-295

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

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 3:09 pm.

CARRIED

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34106	2024-08-30	Mathews, Dinsdale, & Clark HR Matters 16,113.80/Cupe \$13,482.04	29,595.84
34107	2024-09-04	ABC Overhead Garage Doors P/W Repair Shop door	483.13
34108	2024-09-04	Abell Pest Control P/W & KCC Monthly Pest Control	234.70
34109	2024-09-04	Township Of Armour By-law July hours/mileage/expenses	4,966.79
34110	2024-09-04	Bell Mobility Inc. P/W & F/D Monthly Cell/B/w Monthly data flex	287.63
34111	2024-09-04	Bowman Fuels Ltd. P/W Vehicle diesel fills	1,329.35
34112	2024-09-04	Brendar Environmental Inc Trans Str Hazardous Waste day	14,635.65
34113	2024-09-04	Mike Brown P/W licence renewal	113.75
34114	2024-09-04	Bugelli, Lisa Fitness Instructor August fees	540.00
34115	2024-09-04	Burk's Falls Building Ctr Ltd Various depts Supplies	421.43
34116	2024-09-04	Canada Post Corporation Final Tax billing mailing	1,742.10
34117	2024-09-04	CRA - Receiver General Source deductions Aug 16-31	22,501.48
34118	2024-09-04	CGIS Centre SHMS Contracted Service 4th Qtr pymnt	3,220.03
34119	2024-09-04	C-MAX Fire Solutions F/D Annual pump service/test	1,074.63
34120	2024-09-04	Cupe Local 1813 Union dues for August	869.60
34121	2024-09-04	Currie Truck Centre P/W Shop Supplies	318.77
34122	2024-09-04	Ecovue Consulting Services Inc Various planning Aps Consulting	7,380.37
34123	2024-09-04	Minister Of Finance (EHT) Health Tax for August	2,642.24
34124	2024-09-04	Fetterley's Gas & Convenience All depts fuel & supplies (Aug 7-30)	1,246.71
34125	2024-09-04	Fibernetics Corporation Monthly phone	378.15
34126	2024-09-04	Gilroy's Tire P/W 2016 Freightliner repair	90.97
34127	2024-09-04	Debbie Ann Hall B/W Legal matters	3,619.84
34128	2024-09-04	Hydro One Networks Inc. Monthly Hydro	3,720.77
34129	2024-09-04	Joiner, Jennifer Rec Program - Swim Instructor Fees	1,685.00
34130	2024-09-04	Kearney/Perry Waste Management 3 rd Qtr levy payment	23,984.97

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34131	2024-09-04	Kearney Water Shed Env.Foundation M R; dward honourarium donation	950.00
34132	2024-09-04	Min Of Fin-Ontario OPP July policing services	24,753.48
34133	2024-09-04	Min Of Fin-Ontario SCOOP - MNR Imagery	667.04
34134	2024-09-04	Motion Industries (Canada) Inc. P/W Repair Cat excavator	1,832.95
34135	2024-09-04	Muskoka Rent-All Huntsville P/W Vehicle repair parts	779.69
34136	2024-09-04	Near North Laboratories Inc. KCC E F/D Water Sample testing	64.00
34137	2024-09-04	Netspectrum F/D Monthly Internet	74.52
34138	2024-09-04	Novexco Inc Various dept office supplies	688.91
34139	2024-09-04	OMERS Pension Contributions August	21,100.68
34140	2024-09-04	PROFleetCare F/D Vehicles - annual service	971.80
34141	2024-09-04	Russell Christie LLP B/D Prop Standards /Consent App legal Fees	2,501.21
34142	2024-09-04	Spectrum Telecom Group Ltd. F/D Perenssey Monthly tower rental	274.93
34143	2024-09-04	Sunbelt Rentals Regatta - boom rental	1,031.06
34144	2024-09-04	Telizon Inc library monthly long distance	1.21
34145	2024-09-04	Town Of Parry Sound Payment of Funds re: Sale of 2007 Ford	1,844.02
34146	2024-09-04	Township Of Ryerson F/D Joint Fire Training 3 rd Qtr	4,170.40
34147	2024-09-04	Transcanada voided	3,437.40

Total Computer Cheque: 188,789.80
+ Visa Pymnt 3,355.99
Total AP: 192,145.79

For Council Meeting of September 26, 2024

This is the 'List of Accounts' report for Cheques #34106 to #34147 in the amount of \$188,789.80. The report also includes payment of the Collabria monthly visa statement on August 28, by online bill payment, for \$3,355.99.

The total for accounts paid this reporting period is \$ 192,145.79

Period 13/07/24 - 13/08/24

Amount Owed \$3,355.99

Total payments per card	
(5302) Leslie	741.22 ✓
(1849) Cindy	530.90 ✓
(7579) Brian	657.18 ✓
(8208) Scott	398.85 ✓
(3224) Paul	845.54 ✓
(6905) Mike	182.30 ✓
	<u>3,355.99</u>

CURRENT STATEMENT CHARGES					
Expense Item	Expense cr 010-005	Tax	Cost	Rebate dr 011-001	GL Code dr (per below)

Leslie Harvie - 5302					
GoTo Meeting	29.38	3.38	26.46	2.92	030-020
By-law Postage	13.16	1.51	11.85	1.31	045-020
By-law Business Cards	42.06	4.83	37.88	4.18	040-020
P/W Business Cards	32.83	3.79	29.55	3.28	050-020
Rec Comm Concert Tickets	71.02	8.17	63.96	7.06	081-020
B/D Business Cards	42.06	4.84	37.88	4.18	044-020
Admin Business Cards	42.06	4.84	37.88	4.18	032-020
Regatta Expenses	193.10	22.22	173.89	19.21	081-502
Regatta Expenses	56.49	-	56.49	-	081-502
F/D Rack Brochures	77.33	8.90	69.64	7.69	040-020
F/D Door Brochures	85.25	9.80	76.78	8.47	040-020
F/D Business Cards	56.48	6.50	50.86	5.62	040-020
	<u>741.22</u>	<u>78.78</u>	<u>673.11</u>	<u>68.11</u>	

Cindy Filmore - 1849					
MSFT	6.10		6.10		032-023
AMCTO Training	508.50	58.50	461.31	50.58	032-040
Title Search	16.30		16.30		032-051
	<u>530.90</u>	<u>58.50</u>	<u>483.71</u>	<u>50.58</u>	

Brian Horsman - 7579					
Office Supplies/Microsoft	230.52	6.04	225.30	5.22	044-020
Foxit Software	42.46	4.90	38.22	4.24	032-023
Office Starlink	192.10	22.10	172.99	19.11	032-023
F/D Starlink	192.10	22.10	172.99	19.11	040-020
	<u>657.18</u>	<u>55.14</u>	<u>609.51</u>	<u>47.67</u>	

Scott Mckay - 8208					
Training	60.17	6.92	54.19	5.98	050-040
Supplies	158.17		158.17		050-020
Training	60.17	6.92	54.19	5.98	040-003
Training	60.17	6.92	54.19	5.98	080-020
Training	60.17	6.92	54.19	5.98	032-040
	<u>398.85</u>	<u>27.68</u>	<u>374.92</u>	<u>23.93</u>	

Paul Schaeffer - 3224					
Small Equip	143.42	3.32	140.55	2.87	040-026
Station Supplies	143.98	16.56	129.66	14.32	040-020
Medical Supplies	558.14	11.70	548.02	10.12	041-021
	<u>845.54</u>	<u>31.58</u>	<u>818.24</u>	<u>27.30</u>	

Mike Sims - 6905					
Foxit Software	34.60	3.98	31.16	3.44	032-023
Parks Supplies	147.70	16.99	133.01	14.69	080-020
	<u>182.30</u>	<u>20.97</u>	<u>164.17</u>	<u>18.13</u>	

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			
June 20/24	2024-195	SR report re Tenders	cheque/attend	Cheryl/Cindy		✓
June 20/24	2024-196	Trailer By-law	award tenders/contact bidders	Paul A		✓
June 20/24	2024-197	Support Rickward MNR	post notice for intent to pass at July 11th meeting	Cindy/Stefanie		✓
June 20/24	2024-198	Declare Regatta Festival	Complete form, send to MNR	Cindy		✓
June 20/24	2024-199	Junior Fire Fighter	notify by-law, PW	Cindy		✓
June 20/24	2024-200	Support Resolution, Metro Zoo Exotic Animals	notify Jr. Fire Fighter	Paul S.		✓
June 20/24	2024-201	AHHC	send out support letters	Stefanie		✓
June 20/24	2024-202	Regional Fire Services	send \$2000 from reserves	Leslie		✓
June 20/24	2024-203	Support Dallaire Consent	send resolution to Perry	Cindy		✓
June 20/24	2024-204	MMAH Training	send resolution to SEPSDPB	Cindy		✓
June 20/24	2024-205	Consider Seniors re meetings/bookings	review budget/book training	Nicole		✓
June 20/24	2024-206	AV/Internet Connectivity	review bookings/meeting, notify Cathy	Nicole/Stefanie		✓
June 20/24	2024-207	Transfer Station Operations	passed motion for continuing without connectivity after 15 mins contrary to Procedure Bylaw	no follow-up required		✓
June 20/24	2024-208	Buoys for Regatta	review/provide report September	Paul A. /Nicole	in progress	✓
June 20/24	2024-210	Support Infrastructure	purchase buoys/\$s from reserves	Stefanie/Leslie		✓
June 20/24	2024-211	By-law - Mignardi ZBL	Send Letters of Support	Stefanie		✓
June 20/24	2024-211	Appoint CBO Bylaw	Send to Planner and Applicant and post notice of passing	Cindy		✓
July 11/24	2024-224	Defer Approval of RZ 05-23 (Waffle) pending	determine legal re appoint backdate	Nicole		✓
July 11/24	2024-227	Approves Agreement - Jennifer Joiner	inform planners	Cindy		✓
July 11/24	2024-228	Approves By-law - CBO	send agreement to Jennifer	Nicole		✓
July 11/24	2024-229	Approves Agreement - Tatham	complete	Nicole		✓
July 11/24	2024-230	Send RCIP for ACED	notify Tatham	Paul A. /Nicole		✓
July 11/24	2024-231	Support Service Phase for Bus Services	send RCIP	Stefanie/Cindy		✓
July 11/24	2024-232	Town Hall Meeting	send support resolution	Stefanie/Cindy		✓
August 1/24	2024-241	Staff Memo re Sand Lake Boat Launch	poll public, arrange meeting	Nicole/Stefanie		✓
August 1/24	2024-242	John Deere Backhoe	nil			✓
August 1/24	2024-243	Rock Point Road Deviation	nil			✓
August 1/24	2024-244	Fireworks Permit	Contact Planning Board/owner re 3 way cost	Cindy	in progress	
August 1/24	2024-245	Draft Establish & Regulate Fire & Emergency Servi	Enjoy the Fireworks!	Everyone		✓
August 1/24	2024-246	Zoning By-law Amendments	Bring back to Council	Paul S	in progress	
August 1/24	2024-247	Town Hall Meeting Dates	Move toward OP, SP and ZBL updates	Cindy/Nicole		✓
August 1/24	2024-248	MMAH and IC Training	Schedule Town Hall Meetings	Nicole		✓
August 1/24	2024-249	Pannbros	nil			✓
August 1/24	2024-250	Donation Muskoka Watershed	Pass By-law			✓
August 1/24	2024-255	Gift Land to Follick	Prepare policy for Council re donations	Cindy	in progress	
Sept. 5/24	2024-269	Consent List	move forward with gifting	Nicole	in progress	
Sept. 5/24	2024-270	Establish Holding Zone (Waffle)	send letters, etc. as per requests	Stefanie		✓
Sept. 5/24	2024-271	Block 9 to be municipal highway	Note to ZBL updates	Cindy		✓
Sept. 5/24	2024-273	Agreement with AMO for CCBF	Forward to legal, planners, note	Cindy		✓
Sept. 5/24	2024-274	Payment to Fowlers re paving	Sign agreement, send to AMO	Nicole		✓
Sept. 5/24	2024-275	Draft MOU with Snowmobile Club	Issue payment	Leslie, Paul A		✓
Sept. 5/24	2024-276	Appoint Tracy Peters	Draft MOU	Nicole		✓
Sept. 5/24	2024-277	DPSMA Fall Meeting	Provide Library	Stefanie		✓
			Register members	Stefanie, Leslie		✓

Sept. 5/24	2024-278	Agreement with Cindy Leggett	Sign agreement, send to Cindy Leggett	Nicole	
Sept. 5/24	2024-279	Issue RFP for Strat Plan, OP, ZBL	Post RFP as per Nicole Provide Appointment by-law as needed	Stefanie, Nicole	v
Sept. 5/24	2024-280	Appoint Clerk MFIPPA		Nicole	
Sept. 5/24	2024-281	Rental of Equip. for White's Farm	Go ahead with rental	Paul	
Sept. 5/24	2024-282	Approve Open Forum re Sept. 8	Set Agenda	Nicole	
Sept. 5/24	2024-283	Source costs for SL Boat Launch Repair & Special I	Source costs, request Special Meeting	Paul A	
Sept. 5/24	2024-284	Report on Re-coup of Demolition Costs	Report to Sept. 26 meeting	Matt	v
Sept. 5/24	2024-285	Nomination of Cathy Hare	Complete paperwork	Cindy	

**TOWN OF KEARNEY
RECREATION COMMITTEE MEETING MINUTES
Council Chambers
Tuesday, August 13, 2024 – 3:00 p.m.**

Members Present: C-A Nicole Gourlay, Councillor Jill Sharer, Bea Dubuc, Janet Dunsmore, Patti Kennery, Tracey Mashinter, Pauleen Patton, Karen Pudsey.

1. **Call Meeting to Order** – meeting called to order at 3:03 pm.

2. **Approval of Agenda**
Res. No. 37-24 Jill Sharer, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the agenda with the additions of storage @ KCC & Procedure of Gym Closure under 7. New Business.
CARRIED

3. **Disclosure of Interest**
None noted.

4. **Delegations/Presentations**
None

5. **Adoption of Previous Meeting Minutes**
Res. No. 38-24 Bea Dubuc, Jill Sharer
BE IT RESOLVED that the Recreation Committee of the Town of Kearney adopts the minutes as circulated.
CARRIED

6. **Items for Discussion**
 - 6.1 Swimming Lesson Debrief
The swimming instructor was present to give an overview of the lessons. Most people at the beach were accommodating for the lessons. To update the poster next year to include that the sessions are 1/2hr per day for clarity. Next year, same format, July 21-Aug 8th 2025. Similar price point with some insurance cost support would be nice, and Staff will solidify all this after budget adoption in the spring with the instructor, should she wish to continue.

 - 6.2 Staff Activity Report
Update given.

 - 6.3 Decisions to be made re: Staff Report REC2024-02 – Upcoming Events for Q3 & Q4 2024 and Financial Review
Res. No. 39-24 Jill Sharer, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney directs Staff to move evening pickleball to Tuesday nights at 6Pm – 7:30pm; AND FURTHER THAT Country Fusion Dance Fitness will be @ 6:30 – 7:30pm on Thursdays for 10 weeks with a session price of \$100.00 and drop in price of \$15.00 beginning September 5th 2024.
CARRIED

Res. No. 40-24 Bea Dubuc, Karen Pudsey
BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to fund the Fermenting Vegetables workshop on September 14th from 10am – 12pm at a cost of \$35/registrant.
CARRIED

The C-A was asked to pencil in December 7th 2024 for the Christmas begins in Kearney and reach out to the Fire Department to help coordinate.

6.4 Baseball Team donation for Field Trip

Res. No. 39-24 Janet Dunsmore, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to donate \$641.00 to the Kearney Baseball Team to subsidize the cost of the players tickets and bus fees.
CARRIED

6.5 Recreation Newsletter Discussion

C-A outlined that the Town as a whole is creating a newsletter and maybe this could be a “one-year poster” as a Year in Review. Staff will work on this to be sent out.

6.6 Youth Dance Programming Inquiry

Committee is interested, C-A to ask for pricing, times etc. as we only have Thursday nights right now and maybe 2 classes from 5-5:30 & 5:45 – 6:15pm.

7. New Business

7.1 Storage at KCC

Staff are organizing a date with all community groups that store items to come the same day to organize the storage bins.

7.2 Procedure of Gym Closure

The Committee would like a notification to the entire committee when programming has to be canceled as people ask them about it.

8. Adjournment

Res. No. 42-24 Bea Dubuc, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the Rec Meeting at 5:00 p.m. to meet again September 10, 2024 3PM.
CARRIED

Chair

Secretary

**Southeast Almaguin Highlands Regional Fire Services Committee
(RFSC)**

MINUTES

Thursday, August 22, 2024

Perry Township Council Chambers
(Sign-in sheet attached)

1. Call to Order

Mayor Norm Hofstetter opened the meeting at 7:00 p.m.

2. Minutes

Resolution No. 2024-01

Moved by: Rod Ward

Seconded by: Paul Schaefer

Be it resolved that the Regional Fire Services Committee hereby approves the Thursday, April 11, 2024 Minutes as presented.

Carried

3. Terms of Reference

Resolution No. 2024-02

Moved by: Vicky Roeder-Martin

Seconded by: Joe Readman

Be it resolved that the Regional Fire Services Committee hereby approves the 'draft' Terms of Reference as amended and hereby directs that they be submitted to all 7 Councils' for final approval.

Carried

4. Live Fire Unit Building

The Fire Chiefs, together with the Regional Training Officer, provided details on the Live Fire Unit and noted that the costs have increased on the Live Fire Unit since it was originally discussed. There is a company that can provide a 2-storey building with 2 burn units included inside of it. The total cost of the unit, including the concrete pad, metal stairs and railings is \$170,000.

The 7 Councils had previously supported by resolutions that \$100,000 be invested into the Live Fire Unit, being \$20,000 per fire station, therefore an additional \$70,000 will be required.

The RFSC realizes the importance of having this Live Fire Unit for regular training and the opportunities that it will provide for recruitment and retention within the 5 stations.

It is possible that the Live Fire Unit can be completed in 2024.

It has been suggested that the RFSC apply as a group for the Hydro One Energizing Communities Grant for funding for the Live Fire Unit. Fire Chiefs have applied in past with no success, but as a group it may be successful.

As per previous discussions, the Live Fire Unit will be placed behind the Perry Township Fire Department, therefore Gary Courtice will send the drawings and quote to Perry Township Staff for follow up, with correspondence to be circulated to the other municipalities by Perry Staff.

Perry Public Works will assist in preparation of the site for the unit.

Resolution No. 2024-03

Moved by: Mike Rickward

Seconded by: Dan Robinson

Be it resolved that the Regional Fire Services Committee hereby approve the initial costs of \$100,000 for the live burn unit, based on the previous support of all 7 municipalities.

Carried

Resolution No. 2024-04

Moved by: Rod Ward

Seconded by: Mike Rickward

Be it resolved that the Regional Fire Services Committee hereby recommend that all 7 municipalities consider investing an additional \$70,000 split between 5 fire stations.

Carried

5. Updates on Recruitment and Retention

The Department is gearing up for a January Recruit Class for all 5 stations.

A new brochure has been made that includes all 5 Stations and is being circulated at area events, businesses and through Township circulation to new residents, etc. There is also a QR code on the brochure to simplify access to applications and other important information.

Greater than 70% of the firefighters within the 5 stations are certified.

There was a brief discussion on recruitment specialists or if ACED could play a part in the recruitment process.

Between the 5 stations, over 1,000 calls are managed per year, with each station having approximately 200-250 calls. With the required training and certifications and the number of calls per year each firefighter must attend, it has become more than a 'volunteer' position today compared to 20 years ago.

Kearney Fire Station plans to include recruitment information when doing their door-to-door smoke alarm program this fall. Other stations will also be doing this.

Shared Equipment

The Chair enquired how the existing shared equipment is being maintained or what is in place for future replacement purchases, specifically with the Rapid Deployment Equipment. The Fire Chiefs explained that there is no real life span on this equipment and that it is constantly being maintained and repaired when needed. This was one of the first group purchases and it was suggested by the Chair that the RFSC consider in future bringing forward the purchase of an additional RDE, and using the older one for training only.

The 5 stations share a Rehabilitation Trailer. This trailer is set up on scene for firefighters to get out of the environment in order to rest, hydrate, have their vitals checked, etc. This provides for a safe shelter with chairs, A/C, heating and generator.

The rehabilitation trailer will be at the Drag Races this weekend at the Emsdale Airport should anyone wish to view it.

Other Business

The Chair asked if there was an interest in Fire Hall tours so that the RFSC is familiar with all of the stations. This was welcomed and will be organized in the future.

A warm welcome was given to April Stockfish who is the new Deputy Fire Chief / Fire Prevention Officer in the Township of Perry.

The Fire Chiefs are very pleased with the progress that is being made. They continue to work together as one Fire Department with 5 Stations. If attending scenes, one would not be able to determine which station each firefighter was from.

Next Meeting

The next meeting is scheduled for Thursday, November 21, 2024 at 7:00 pm in the Perry Council Chambers.

Adjourn

The meeting adjourned at 8:00 p.m.

Dated this 21st day of November, 2024.

Norm Hofstetter, *Chair*

DRAFT

September 10, 2024

Via email: advocacy@amcto.com

AMCTO
Attn: Advocacy Team
2680 Skymark Avenue, Suite 610
Mississauga, Ontario L4W 5L6

RE: Municipal Elections Act Update

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised the above-noted correspondence was presented at the last regularly scheduled Council meeting on September 10, 2024 and the following resolution was passed.

“Resolution TC-227-2024

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

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

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.

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

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.

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.

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.

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous

improvement are needed to ensure the Act is responsive to today's needs and tomorrow's challenges.

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.

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 Council of the Corporation of the Township of Lake of Bays 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 (minister.mah@ontario.ca), the Minister of Education (minister.edu@ontario.ca), the Minister of Public and Business Service Delivery (todd.mccarthy@ontario.ca), Minister of Finance (Minister.fin@ontario.ca) the Premier of Ontario (premier@ontario.ca), Township of Lake of Bays MPP (graydon.smith@pc.ola.org) and AMCTO (advocacy@amcto.com).

Carried”

We look forward to hearing of the continued advocacy of this matter and further updates on when the Ministry will move ahead with amending the Municipal Elections Act

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk
CS/v

cc. Minister of Municipal Affairs and Housing (minister.mah@ontario.ca),
Minister of Education (minister.edu@ontario.ca),
Minister of Public and Business Service Delivery (todd.mccarthy@ontario.ca),
Minister of Finance (Minister.fin@ontario.ca)
Premier of Ontario (premier@ontario.ca),
Township of Lake of Bays MPP (graydon.smith@pc.ola.org)



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Orillia, ON L3V 7T5

August 30, 2024

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

Dear Premier Ford:

Re: Resolution regarding a request for the Province to support family physicians

Orillia City Council at its meeting held August 12, 2024, adopted the following resolution:

"THAT, further to the correspondence dated July 31, 2024 from the City of Toronto regarding a resolution with respect to a request for the Province to support family physicians, the following supporting resolution be passed:

"BE IT RESOLVED THAT the Council for the Corporation of the City of Orillia hereby supports the resolution passed by the City of Toronto on June 26, 2024 with respect to a request for the Province to support family physicians;

AND FURTHER THAT a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Minister of Health; the Honourable Jill Dunlop, Member of Provincial Parliament for Simcoe-North; the Association of Municipalities of Ontario; and all Ontario municipalities."

The above is for your consideration. If you require any additional information, please let me know.



Resolution regarding a request for the Province to support family physicians

August 30, 2024

Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "D. McIsaac".

Don McIsaac

Mayor

DM:rb

Copy to: Honourable Sylvia Jones, Deputy Premier of Ontario
Honourable Jill Dunlop, Minister of Education, and Member of Provincial Parliament for
Simcoe-North
Association of Municipalities of Ontario
All Ontario Municipalities



Memo

Date: September 26th, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Paul Schaefer, Fire Chief (FC)
Subject: DRAFT Emergency & Response (E&R) Bylaw updates from August 1st Council Meeting

After discussion at the August 1, 2024, Council Meeting, and subsequent discussions, Staff would like provide clarity to Council and the Public on some points raised via this memo on the Draft Emergency & Response (E&R) By-law.

The new proposed E&R bylaw is very similar to the other Stations that form the Southeast Almaguin Fire Department. Also, this proposed by-law as presented has been reviewed by legal counsel of other municipalities. However, so Council is aware we have kept sections from the current E&R by-law in this proposed draft to better suit the current needs of the Town of Kearney. Most changes or clarifications are in the approved services and program section. As well, through discussion at the previous Council meeting of August 1st, 2024, the need for clear definitions of “Awareness Level” and “Operational Level” may be needed for the public to fully understand the level of service that will be provided to them, depending on the incident that the Town of Kearney Fire Department is responding to. Therefore, below is a definition that Staff have included in the updated Draft E&R Bylaw to help with the interpretation of the By-law:

“Awareness Level this level represents the minimum capability of organizations that provide response to technical incidents. Responders are expected to recognize the presence of the hazard, protect themselves, call for trained personnel and secure the scene.

Operational Level this level implements supporting actions to protect nearby persons, environment, and property from the effect of the emergency. Persons competent at the operations level are assigned to support the technician and other personnel, provide strategic and tactical recommendations to the on-scene incident commander. Act as a liaison between the technician, response personnel and other outside resources.”

If Council is satisfied with these changes and the Draft by-law as attached, Staff will post notice of the intention of Council to pass the new E&R By-law at the next regular meeting of Council.

Prepared by:

Paul Schaefer, Fire Chief

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW No. 2024- XX

**BEING A BY-LAW TO ESTABLISH AND REGULATE
FIRE AND EMERGENCY SERVICES IN THE TOWN OF KEARNEY**

WHEREAS Section 8 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 the Act.

AND WHEREAS Section 9 of the *Municipal Act, S.O. 2001, c. 25*, as amended, provides that Section 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues.

AND WHEREAS the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, Part II, section 5(10), permits the Council to establish and regulate a fire department.

AND WHEREAS the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, requires every municipality to establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other Fire Protection Services as it determines may be necessary in accordance with its needs and circumstances.

AND WHEREAS the *Fire Protection and Prevention Act, S.O. 1997, c.4*, as amended, permits a Council of a municipality to establish, maintain and operate a Fire Department for all or any part of the municipality.

AND WHEREAS the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, requires a municipality that establishes a Fire Department to provide fire suppression services and permits the Fire Department to provide other Fire Protection Services in the municipality.

AND WHEREAS the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, requires a municipality that establishes a Fire Department to appoint a Fire Chief.

AND WHEREAS the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, authorizes a Council of a municipality to pass By-laws under the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, to regulate fire prevention, to regulate the setting of open-air fires and to designate private roads as fire routes.

BE IT THEREFORE ENACTED by the Municipal Council of the Corporation of the Town of Kearney, as follows:

Part I – Definitions

- 1.1 **Approved** shall mean approved by the Municipal Council.
- 1.2 **Awareness Level** this level represents the minimum capability of organizations that provide response to technical incidents. Responders are expected to recognize the presence of the hazard, protect themselves, call for trained personnel and secure the scene.
- 1.3 **Automatic Aid** means any agreement under which a municipality agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department is capable of responding more quickly than any fire department situated in the other municipality, or a municipality agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of providing the quickest supplemental

- response to fires, rescues and emergencies occurring in the part of another municipality.
- 1.4 **Clerk Administrator** shall mean the person appointed by By-law by the Municipal Council to act as Clerk Administrator.
- 1.5 **Corporation** shall mean the Corporation of the Town of Kearney.
- 1.6 **Council** shall mean the Council of the Corporation of the Town of Kearney.
- 1.7 **Department** shall mean the Kearney Fire and Emergency Services Department.
- 1.8 **Deputy Fire Chief** shall mean the person appointed by By-law by the Municipal Council to act in the place of the Fire Chief in his/her absence, or in the case of a vacancy in the position of Fire Chief.
- 1.9 **Emergency Management Committee** means the group of municipal officials that are responsible to ensure that local programs and committees are developed as required to enable the emergency management process in accordance with the requirements of the *Emergency Management and Civil Protection Act*.
- 1.10 **Fire Chief** shall mean the person appointed by *council to act as fire chief for the Corporation and who is ultimately responsible to council as set out in the Fire Protection and Prevention Act*
- 1.11 **Fire Code** means *Ontario Regulation 213/07, as amended, and any successor regulation*.
- 1.12 **Fire Department** shall mean *Kearney Fire and Emergency Services*.
- 1.13 **Firefighters Association** shall mean the Kearney Firefighters Association.
- 1.14 **Fire Prevention Officer** shall mean a person appointed by By-law by the Municipal Council and assigned to undertake fire prevention services and may include a volunteer firefighter.
- 1.15 **Fire Protection Services** shall mean a range of programs designed to protect the lives and property of the inhabitants of the fire department response area from adverse effects of fire, sudden medical emergency or exposure to dangerous conditions created by human or nature and includes fire suppression, fire prevention, public education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services.
- 1.16 **Firefighter** shall mean a Fire Chief or any other volunteer person appointed by Council to be a volunteer fire fighter and assigned to undertake fire protection services with the Kearney Fire and Emergency Services Department.
- 1.17 **Joint Training Officer** shall mean the person appointed by the participating group of Municipalities to provide training to the respective volunteer firefighters.
- 1.18 **Limited Services** means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as *deployment of Volunteer Fire Fighters in sufficient numbers to safely carry out the delivery of Fire Protection Services*, environmental factors, obstructions, remote and/or island properties, private roadways, lanes and drives, *obstructions, or extraordinary hazards or unsafe conditions*.
- 1.19 **Member** means a volunteer Firefighter with the Kearney Fire and Emergency Services Department including all Officers of the Kearney Fire and Emergency Services.
- 1.20 **Municipality** shall mean The Corporation of the Town of Kearney.
- 1.21 **Mutual Aid** means a program to provide/receive assistance in the case of a major emergency in a municipality, community or area where resources in a municipality, community or area have been depleted, but does not include Automatic Aid.

- 1.22 “**Officer**” means Fire Chief, Deputy Fire Chief, Chief Training Officer, Captain, Acting Captain, Training Officer, Fire Prevention Officer, or any person designated by the Fire Chief to supervise Firefighters.
- 1.23 **Operational Level** this level implements supporting actions to protect nearby persons, environment and property from the effect of the emergency. Persons competent at the operations level are assigned to support the technician and other personnel, provide strategic and tactical recommendations to the on-scene incident commander. Act as a liaison between the technician, response personnel and other outside resources.
- 1.24 **Volunteer Fire Firefighter** shall mean a person who voluntarily acts for the Corporation of the Town of Kearney as a Firefighter for a nominal consideration, honorarium, training or activity allowance.
- 1.25 “**Water access only properties**” means properties only accessible by travel onto a body of water or on too ice over a body of water.

Part II – Establishment

- 2.1 A *fire* department for the Town of Kearney, to be known as the Kearney Fire and Emergency Services is hereby established and continued under this By-law and the head of this Department shall be known as the Fire Chief.
- 2.2 The mission and goals of the Fire Department shall be those contained in **Appendix “A”**.

Part III – Composition

- 3.1 The Kearney Fire and Emergency Services Department shall consist of the Fire Chief, Deputy Fire Chief, Captains, other Officers, fire fighters, first responders *radio operators* and any other person(s) as may be authorized or considered necessary from time to time by the Fire Chief in consultation with the Council.
- 3.2 The Kearney Fire and Emergency Services Department shall be organized as per the Organizational Structure contained in **Appendix “B”** of this By-law.
- 3.3 The Kearney Fire and Emergency Services Department shall provide fire protection services as approved by the Council, contained in **Appendix “C”** of this By-law.
- 3.4 The Fire Chief may recommend to the Council the appointment of any qualified person as a member of the Department, subject to the approved policies of the Corporation.
- 3.5 A person appointed by Resolution of Council as a member of the Kearney Fire and Emergency Services Department shall be on probation for a period of one (1) year, during which period the probationary member shall take such training and examinations as may be required by the Fire Chief and/or the Joint Training Officer.
- 3.6 If a Probationary Member fails any such examinations, the Fire Chief must recommend to Council, appropriate actions.
- 3.7 A person is qualified to be appointed as a Member of the Department for Fire Protection Services who:
- a) Is of good character.
 - b) Passes a medical examination by a physician.
 - c) Passes the required physical tests.
 - d) Lives within a reasonable distance for responding requirements.
 - e) Possesses a valid driver’s license.
 - f) Is not over the age of sixty (60) years if performing fire suppression.
- 3.8 If a physician finds that a member is physically unfit to perform his/her assigned duties, the Fire Chief must recommend to Council appropriate action(s).
- 3.9 The Fire Chief shall provide a written report to Council, that may recommend a reprimand, suspension or dismissal of any Member for any of the following:

insubordination, inefficiency, misconduct, tardiness, other performance issues or noncompliance with any of the provisions of this By-law or general orders and Departmental rules, that in the opinion of the Fire Chief would be detrimental to the discipline, performance and efficiency of the Department. Any disciplinary action shall be carried out within three (3) business days of the direction of Council.

- 3.10 The Fire Chief shall provide to the Member, in writing, the disciplinary action as determined by Council. A copy shall be provided to the Clerk Administrator.
- 3.11 Within three (3) business days of the disciplinary action(s) as authorized in Section 3.9, the Fire Chief shall submit a written report to Council.
- 3.12 A Member shall not be dismissed without being afforded the opportunity for a hearing before Council, providing he/she makes a written request for such hearing within seven (7) days after receiving his/her notice of dismissal.
- 3.13 The remuneration of all Members of the Department shall be as determined by the Council from time to time.

Part IV- Limited Services

4. *In consideration of the reliance by the Fire Department on the response of Volunteer Firefighters, whose deployment to emergencies in sufficient numbers cannot in all instances be guaranteed, adverse climate conditions,, delays or unavailability of specialized equipment required by the Fire Department, or other extraordinary circumstances which may impede the delivery of Fire Protection Services, any Approved service set out in schedule "C" may from time to time be provided as a limited service as defined in this by-law, as determined by the Fire Chief, his or her designate, or the highest ranking Officer in charge of the response.*

Part V - Duties of Fire Chief

4. The Fire Chief is responsible to the Council under the direction of the Clerk Administrator for the proper administration and operation of the Department and the disciplinary measures of its members as authorized by Council.

The Fire Chief:

4.1 Shall develop and publish such written operational guidelines, general orders and Departmental rules as may be necessary for the care and protection of the Department's equipment and personnel, and for the efficient operation of the Department, provided that such orders and rules do not conflict with the provisions of any By-laws of the Municipality

4.2 Shall be the head of the Fire Department and is ultimately responsible to Council, through the Clerk Administrator, for proper administration and operation of the Fire Department including the delivery of Fire Protection Services. The Fire Chief shall be a fully contributing member of the Corporation's Senior Management Team reporting to the Clerk Administrator and will perform the duties of Emergency Control Group member as required.

4.3 Shall be authorized to make such general orders, policies, procedures, rules and regulations and to take such other measures as the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation and for the prevention, control and extinguishment of fires, the protection of life and property and the management of emergencies and without restricting the generality of the foregoing;

- 4.3.1 For the care and protection of all property belonging to the Fire Department.

- 4.3.2 For arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department.
- 4.3.3 For arranging and the implementation of automatic aid, mutual aid and other negotiated fire protection and emergency service agreements within the Corporation's borders and/or within the municipal borders of adjoining municipalities.
- 4.3.4 Shall consult with Council for determining and establishing the qualifications and criteria for employment or appointment and the duties of all members and administrative support staff of the Fire Department.
- 4.3.5 Shall develop a Department Promotional Policy for adoption by Council based on such evaluations, written, practical and oral examinations as deemed necessary.
- 4.3.6 When, in the opinion of the Fire Chief, all other factors for the promotion of two or more members are equal, seniority of service in the Department governs the decision for promotion.
- 4.3.7 Shall, with the assistance of Deputy Fire Chief, evaluate all members of the Department who are participating in an examination for promotion.
- 4.3.8 For the conduct and discipline of members and administrative support staff of the Fire Department.
- 4.3.9 Shall prepare and upon approval by Council, implement and maintain a departmental fire service plan and program for the Corporation.
- 4.3.10 For assistance, as a contributing member of the Emergency Management Committee, in the preparation, implementation and maintenance of any emergency plans, organizations, services or measures established or to be established by the Corporation.
- 4.3.11 Ensure the Joint Health and Safety Committee performs, meets, and provides recommendations to Administration as required by legislation, and further that all staff conform and abide by safety practices to ensure a safe workplace.
- 4.3.12 For reporting to the appropriate crown attorney or other prosecutor or law enforcement officer or other officer, the facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence or in which there is reason to believe an offence has been committed under the *Fire Protection and Prevention Act, 1997*, S.O., c.4, as amended;
- 4.3.13 For keeping an accurate record, in convenient form for reference, of all fires, rescues and emergencies responded to by the Fire Department and reporting of same to the Office of the Fire Marshal.
- 4.3.14 For keeping such other records as may be required the Corporation and the *Fire Protection and Prevention Act, 1997*, S.O., c.4, as amended.
- 4.3.15 For preparing and presenting the annual estimates of the Fire and Emergency Services Department to Council and for exercising control over the budget approved by Council for the Fire and Emergency Services Department, provided that such general orders, policies, procedures, rules, regulations and other measures do not conflict with the provisions of this By-law or any other By-law of the Corporation.
- 4.3.16 For preparing and presenting reports of the Kearney Fire and Emergency Services Department to Council.
- 4.3.17 Perform other duties as assigned and shall comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.
- 4.3.18 Shall take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property

and shall enforce all Municipal By-laws respecting fire prevention and exercise the powers imposed on him/her by the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, and the Fire Chief or his/her designate shall be empowered to authorize Fire Department Members to:

- i. pull down or demolish any building or structure to prevent the spread of fire.
- ii. take such necessary action which may include boarding up or barricading of buildings or property to guard against fire or other dangerous risk or accident.
- iii. recover expenses incurred by such necessary action in a manner provided by the *Municipal Act; 2001*, as amended.

4.4 Shall be responsible for the administration and enforcement of this By-law and all general orders, policies, procedures, rules and regulations made under this By-law and for the enforcement of any other By-laws of the Corporation respecting Fire Protection Services, and shall review periodically such By-laws, including this By-law, recommend to Council such amendments as the Fire Chief considers appropriate.

4.5 The Fire Chief shall have all powers, rights, and duties assigned to a Fire Chief under the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended, including, without limitation, the authority to enforce compliance with the Fire Code. Further, the Fire Chief shall be afforded the ability to take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall be able to enforce all municipal By-laws respecting fire prevention.

4.6 The Fire Chief may liaise with the Office of the Fire Marshal of Ontario and any other office or organization (local, regional, provincial or federal) as required by Council or as considered necessary or advisable by the Fire Chief for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation.

4.7 The Fire Chief shall report all fires to the Fire Marshal as required by the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended.

Part VI – Supervision

5.1 The Deputy Fire Chief(s) shall be the second ranking officer of the Fire Department and shall be subject to and shall obey all orders of the Fire Chief and shall perform such duties as are assigned to him or her by the Fire Chief and shall act on behalf of the Fire Chief in case of absence or vacancy in the office of Fire Chief.

5.2 The members and administrative support of the Fire Department while on duty shall be under the direction and control of the Fire Chief or the next ranking Officer present in any place.

5.3 When the Fire Chief designates a member to act in place of an Officer in the Fire Department, such member, when so acting, has all the powers and shall perform all the duties of the Officer replaced.

5.4 The Fire Chief and all other Officers of the Department shall protect and guard all property entrusted to their care and the Chief, all Officers and all members, insofar as lies in their power, shall take proper measures to protect all members of the Fire Department from accident, injury or death as a result of duty.

- 5.5 Matters pertaining to or affecting the Fire Department or its operation,- shall be discussed in consultation with the Fire Chief.
- 5.6 Every member and administrative support staff person shall conduct themselves in accordance with the general orders, policies, procedures, rules and regulations made by the Fire Chief and shall give their whole and undivided attention while on duty to the efficient operation of the Fire Department and shall perform the duties assigned to them to the best of their ability in accordance with the *Fire Protection and Prevention Act, 1997, S.O., c.4*, as amended.

Part VII – Members

- 6.1 Notwithstanding the provisions of any general orders or Departmental rules, the following provisions shall apply to all Members:
- 6.1.1 No Member, while in uniform, shall enter any premises where alcoholic beverages are sold or consumed, except with express permission or in the performance of his/her Department duties.
- 6.1.2 No Member shall respond for duty if his/her ability is impaired by the use of intoxicating beverages or drugs.
- 6.1.3 No Member shall consume any intoxicating beverage or drug while on duty.
- 6.1.4 No Member shall solicit the influence or support of anyone in order to secure a transfer, promotion or other advantage; and
- 6.1.5 No Member shall solicit or conduct business other than that of the Fire Department business while in uniform.

Part VIII – Emergency Responses Outside Limits of the Municipality

- 7.1 The Fire Department shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipality except with respect to a fire or an emergency:
- 7.1.1 that in the opinion of the Fire Chief threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality.
- 7.1.2 in a municipality with which an *approved* agreement has been entered into to provide fire protection services *which may include automatic aid*.
- 7.1.3 at the discretion of the Fire Chief, to a municipality authorized to participate in the Mutual Aid plan established by a *Fire Coordinator appointed by the Fire Marshall or any other similar reciprocal plan or program or Chief*
- 7.1.4 *On property beyond the municipal boundary where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternate measures acceptable to the Fire Chief or designate.*

Part VIII – Enactment

This By-law comes into effect on the day it is passed by Council.

That By-law 2012-35 is hereby repealed in its entirety.

READ A FIRST AND SECOND TIME, THIS 26th DAY OF September, 2024.

THE CORPORATION OF THE
TOWN OF KEARNEY

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

READ A THIRD TIME AND FINALLY PASSED THIS 26th DAY OF September, 2024

THE CORPORATION OF THE
TOWN OF KEARNEY

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

DRAFT

Appendix "A"

Kearney Fire & Emergency Services Mission Statement and Roles of the Department

The Kearney Fire and Emergency Services Department is committed to providing professional, responsive, efficient and effective service to all of the residents and visitors of the Town of Kearney. When called upon we will provide rapid and professional response to all emergency situations and attempt to minimize the loss of life and property from fire, medical emergency or disaster. We will show compassion for all those involved and be committed to the protection of the environment. *We accomplish our mission through prevention, emergency response services, education and training.*

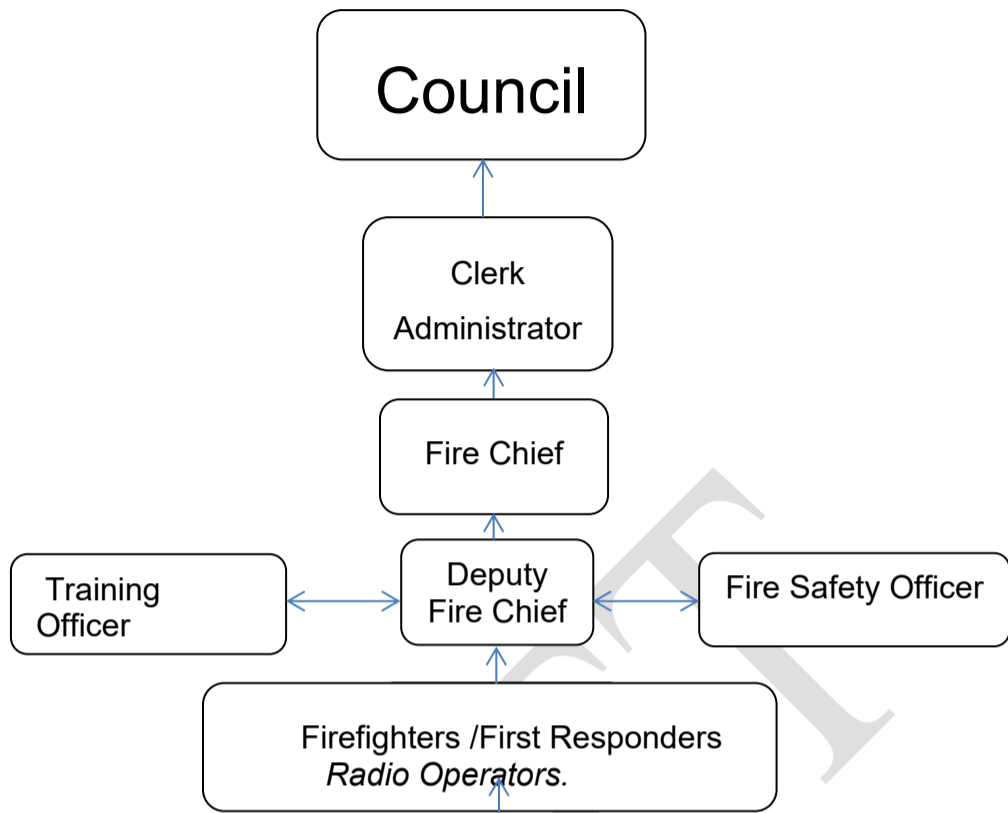
In order to achieve the mission of the Kearney Fire and Emergency Services Department, the necessary resources and financial support must be in place and the following goals shall be met:

1. Regular review of the fire services requirements of the Municipality.
2. Provide an administrative process consistent with the needs of the Department.
3. Ensure that fire suppression apparatus, equipment and personnel are available within the municipality to provide adequate response to a citizen's call within a reasonable length of time.
4. Provide departmental training to an accepted standard which will ensure the continuous up-grading of all personnel in the latest techniques of fire prevention, fire suppression and control of emergency situations and to cooperate with other municipal departments with respect to management training and other programs.
5. Provide a maintenance program to ensure all fire protection apparatus, including allied equipment, is in proper state of repair to respond to emergency calls.
6. Provide an effective fire prevention program to:
 - i. Ensure, through plan examination and inspection, compliance with applicable municipal, provincial and federal fire prevention legislation, statutes, codes and regulations.
 - ii. Identify, reduce and/or eliminate fire hazards.
7. Develop and maintain an effective public information system and educational program, and commercial, industrial and institutional staff training.
8. Develop and maintain a good working relationship with all federal and provincial departments, utilities and agencies, related to the protection of life and property.
9. Develop and maintain a Forest Fire Protection Agreement with the Ministry of Natural Resources to provide fire suppression and values protection in areas inaccessible by the department.
10. Interact with other municipal departments respecting the aspects of fire on any given program and ensure these goals are not in conflict with any other municipal departments.
11. Ensure that the service plans are reviewed annually and reported to Council.
12. Ensure that the cost effectiveness of service delivery is a priority.
13. Ensure that municipal human resource needs are factored into decisions on what services are to be provided and how.

Appendix "B"

Kearney Fire & Emergency Services Organizational Structure

Reporting Structure:



Fire Department Divisions

The Department performs the following divisional functions:

- Division of Administration
- Division of Fire Prevention & Education
- Division of Fire Suppression & Rescue
- Division of Training
- Division of Apparatus, Equipment and Communications
- Division of First Response

Each division of the Department is the responsibility of the Fire Chief and is under the direction of the Fire Chief or Member designated by the Fire Chief. Designated Members shall report to the Fire Chief on the divisions and activities under their supervision and shall carry out all orders of the Fire Chief.

Roles & Responsibilities:

1. The Fire Chief is responsible for ensuring that the following duties pertaining to the Division of Administration are carried out:
 - 1.1 Prepare the Departmental budget and exercise control of the budget.
 - 1.2 Prepare the payroll of the department and initiate requisitions for materials and services and certify all accounts of the Department.
 - 1.3 Maintain personnel records in accordance with the policy of the Corporation.
 - 1.4 Arrange for the provision of medical services in the event of fire fighter(s) injury at department responses or training sessions.
 - 1.5 Make recommendations for the construction of new buildings, or renovations, as approved.
 - 1.6 Provide liaison with associations ie. the local fire fighter's association, mutual aid association.
 - 1.7 Prepare an annual report on the Department.
 - 1.8 Carry out the general administrative duties of the Department; and
 - 1.9 Provide liaison with the District Fire Coordinator and District Mutual Aid Coordinator.

2. The Fire Chief is responsible for ensuring that the following duties pertaining to the Division of Fire Prevention & Education are carried out:
 - 2.1 Develop approved fire prevention, fire safety and public education policy.
 - 2.2 Carry out the duties and activities of the fire prevention, fire safety and public education policy, and
 - 2.3 Maintain fire loss records.

3. The Fire Chief is responsible for ensuring that the following duties pertaining to the Division of Fire Suppression are carried out:
 - 3.1 Prevent, control and extinguish fires in areas accessible by fire department apparatus.
 - 3.2 Conduct investigations of fires actioned by the Department in order to determine cause, origin, and, where required, to request appropriate agencies to assist with the investigation.
 - 3.3 Respond and assist at such emergencies as may be deemed necessary by the Fire Chief.
 - 3.4 Perform pre-emergency planning for those areas accessible by fire department apparatus; and
 - 3.5 Liaison with the North Bay office of the Ministry of Natural Resources to ensure fire suppression and values protection (including fire investigation) is provided as per the Forest Fire Protection Agreement with the Ministry of Natural Resources.

4. The Fire Chief is responsible for ensuring that the following duties pertaining to the Division of Training are carried out:
 - 4.1 Establish a Fire Department training program and conduct training for all members in accordance with the approved training program.
 - 4.2 Administer training programs; and
 - 4.3 Prepare and conduct examinations of members as required.

5. The Fire Chief is responsible for ensuring that the following duties pertaining to the Division of Apparatus, Equipment and Communications are carried out:
 - 5.1 Prepare specifications for the purchase of apparatus and equipment.
 - 5.2 Maintain and keep in repair all existing buildings, apparatus and equipment of the department.
 - 5.3 Perform apparatus maintenance and cleaning duties; and
 - 5.4 Authorize for "outside repair" of equipment that, in the opinion of the Fire Chief, cannot be obtained within the Municipality.

6. The Clerk Administrator is responsible for:
 - 6.1 Ensuring the Municipal policies and procedures are effectively implemented and administered within the Fire and Emergency Services Department.
 - 6.2 Direct management responsibilities regarding the Fire Chief including the annual performance review, annual compensation recommendations and disciplinary action in conjunction with Council.
 - 6.3 Recruiting for a Fire Chief when a vacancy occurs; and
 - 6.4 Maintaining the personnel records in accordance with the policy of the Corporation, for the Fire Chief.

7. The Fire Chief is responsible for:
 - 7.1 Preparing recommendations for Council in the areas of:
 - 7.1.1 Fire and Emergency Services and their delivery
 - 7.1.2 The annual budget
 - 7.1.3 The development of departmental policies, and
 - 7.1.4 Public communications.

 - 7.2 The Fire Chief in is responsible for answering public complaints and providing a copy to Council

 - 7.3 Providing input to the Clerk Administrator for the annual performance review and annual compensation recommendation for the Fire Chief.

Appendix “C”

Kearney Fire and Emergency Services - Core Fire Protection Services

The Kearney Fire and Emergency Services shall provide a range of fire prevention and protection services, as determined by Council, for the inhabitants of the municipality within the department’s response area. Due to the Department’s reliance upon volunteer firefighters, the topographic and geographic configuration of the Municipality, the level and amount of equipment at the Department’s disposal, and other budgetary constraints, the services listed in this Appendix, although approved, may be provided as “Limited Services” as defined in Part 1 *and Part IV* of this By-law.

The Corporation of the Town of Kearney accepts no liability for the delay or inability to supply the services set out in this Appendix of this By-law due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, impeded access to property, and/or environmental factors/constraints.

Fire Inspection Services

- 1.1.1 Conducting complaint inspections.
- 1.1.2 Conducting vulnerable occupancy inspections.
- 1.1.3 Conducting requested inspections.
- 1.1.4 Conducting routine inspections.
- 1.1.5 Conducting licensing inspections.
- 1.1.6 Systems checking, testing and approval.
- 1.1.7 Enforcing code compliance.
- 1.1.8 Enforcing municipal By-Laws.
- 1.1.9 Issuing permits.
- 1.1.10 Preparing reports and issuing written responses to requests.

Public Education Services

- 2.1 Providing fire and life safety public education programs.
- 2.2 Facilitating smoke alarm and carbon monoxide alarm initiatives.
- 2.3 Distributing public safety messaging to the media.
- 2.4 Delivery of specialized programs.

Fire Investigation Services

- 3.1 Determining cause and origin of fires and explosions.
- 3.2 Assessing code compliance.
- 3.3 Determining effectiveness of built in suppression features.
- 3.4 Determining compliance with building standards.
- 3.5 Interacting with police, fire investigators, and other agencies.
- 3.6 Supporting criminal prosecutions, including appearances in court.

Emergency Response

Basic Firefighting Services

The fire Department shall respond to fires, alarms for fire, and pre fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of National Fire Protection Association (NFPA) 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the public by Volunteer Fire Departments as revised from time to time.

Structural Firefighting Services

- 1 For the purposes of this schedule, “Structural Firefighting” shall have the same meaning as Structural Firefighting as defined by NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.
- 2 Interior Search and Rescue- Shall be provided when possible and as appropriate in accordance with the following.
 - a. Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all the following are true:
 - i. A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure.
 - ii. Building integrity permits entry into the structure.
 - iii. Sufficient Trained Firefighting Staffing is deployed at the fire ground.
 - iv. Reliable water supply with adequate flow can be sustained.
 - v. Adequate fireground supervision and support are provided.

- 3 Interior Fire Suppression (Offensive Operations)- Shall be provided when possible and as appropriate in accordance with the following.
 - a. Service shall be provided to contain the fire and prevent further loss of property.
 - b. Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all the following are true:
 - i. A scene risk assessment has been completed, and level of risk reasonably justifies Firefighter entry into the structure.
 - ii. Building integrity permits entry into the structure.
 - iii. Sufficient trained Firefighter staffing is deployed at the fireground
 - iv. Reliable water supply with adequate flow can be sustained.
 - v. Adequate fireground supervision and support is provided.

- 4 Exterior Fire Suppression (Defensive Operations)- Shall be provided when possible and is appropriate, in the opinion of the Fire Chief or the most senior officer in charge, in accordance with the following.
 - a. There shall be no expected rescue component with this service.
 - b. Service shall be provided to prevent fires from spreading to adjacent areas.
 - c. Service shall be provided when Interior Fire Suppression is not possible or appropriate.
 - d. Service shall be provided as water supply permits.

- 5 Rural Firefighting Operations:
 - a. Rural firefighting operations using tanker shuttle service shall be provided in areas without municipal water supply and best efforts shall be exercised to conform to NFPA 1142, Standard on Water Supplies for Suburban and Rural Firefighting.
 - b. The Fire Department shall maintain Superior Tanker Shuttle Service accreditation by Fire Underwriters Survey or other recognized accreditation body.

- 6 Vehicle Firefighting Services:
 - a. Service shall be provided to control and extinguish vehicle fires.

- 7 Grass, Brush, and Forestry Firefighting Services:
 - a. Service shall be provided, and best efforts shall be exercised to conform to NFPA 1143, Standard for Wildland Fire Management.

- 8 Marine Firefighting Services:
 - a. Marine firefighting Service shall be limited to shore based, defensive firefighting operations only.

- 9 Automatic Aid Response Services:
 - a. Service shall be provided in accordance with any Automatic Aid agreements Approved by council.

- 10 Medical First Response Services:
 - a. Service shall be provided in accordance with the Emergency Medical First Response Agreement between the Parry Sound Medical Services and Kearney Fire and Emergency Services.

- 11 Mutual Aid Response Services:
 - a. Service shall be provided in accordance with the Mutual Aid Plan established in respect to the municipalities within the district pursuant to clause 7(2)(a) of the Fire Protection and Prevention Act.

- 12 Ambulance Assistance Services:
 - a. Service shall be provided to assist Emergency Medical Services with emergency and nonemergency situations with respect to providing access and/or the provision of care to patients.

- 13 Police Assistance Services:
 - a. Service shall be provided to assist Police with emergency and nonemergency situations for which the Fire Department has equipment and/or specialized skills to assist in the mitigation the incident.

- 14 Public Assistance Services:
 - a. Service shall be provided to assist the public with emergency and nonemergency situations for which the Fire Department has the equipment and/or specialized skills to mitigate the incident.
- 15 Public Hazard Assistance Services:
 - a. Carbon monoxide incidents- Response shall be provided to carbon monoxide alarms and emergencies.
 - b. Public Utilities Incidents- Response shall be provided to public utility incidents that pose a public hazard, including:
 - i. Electrical utility emergencies.
- 16 Vehicle Accident Services:
 - a. The Fire Department shall respond to vehicle accidents to provide the following services:
 - i. Stabilize the scene of the accident.
 - ii. Stabilize the vehicles involved in the accident.
 - iii. Providing aid to the injured or trapped persons
 - iv. Mitigating adverse effects to the natural environment.
- 17 Vehicle Extrication Services:
 - a. Vehicle search and rescue services, including extrication, shall be provided at the level required by NFPA 1001 stabilizing the scene, stabilizing the vehicle and stabilizing the patient.
- 18 Transportation Incidents Involving Vehicles, Trains, Aircraft:
 - a. Response shall be provided to large scale transportation incidents that may involve large numbers of casualties, widespread damage to property, and/or significant environmental impact.
- 19 Highway Incident Services:
 - a. Fire Protection Services shall be provided to the Kings Highway and other provincial highways in accordance with department SOG's and activation of mutual aid.
 - b. Costs associated with Fire Department response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.
- 20 Hazardous Materials Response Services:
 - a. Service shall be provided at the Awareness level in accordance with NFPA 1072, Standard for Competence of Responders to Hazardous Materials incidents.
 - b. Hazardous Materials response services at the NFPA 1072 Technician Level **shall not be provided** the Fire department.
- 21 Water and ice Rescue Services:
 - a. Water/Ice Rescue- Service shall be provided at the Shore based level in accordance with the departments OG's and NFPA 1670 Chapter 19.3 Operations Level **excluding Swift Water**, Standard for Operations and Training for Technical Search and Rescue incidents, and may include shore based, and water entry operations.
 - b. Recovery services to retrieve property or human remains by entering into or onto a body of water, or onto ice over water a body of water, **shall not be provided** by the Fire Department.
 - c. Animal recovery will only be, modified shore- based consisting of a talk, throw, reach tactics. Recovery services by entry into or onto a body of water, or onto ice over a body of water **shall not be provided**.
- 22 Urban Search and Rescue Service's:
 - a. Fire Department response to urban search and rescue incidents shall be limited to providing Structural Collapse Search and Rescue services at the Awareness Level in accordance with NFPA 1670, Standard for Operation and Training for Technical Search and Rescue Incidents.
 - b. Urban search and rescue service requiring structural collapse search and rescue services at the Operations or Technician Levels **shall not be provided** by the fire department.
- 23 Rope Rescue Services:
 - a. Rope rescue services, such as high-angle and low-angle rescue services, shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.

- b. Rope rescue services at the Operations or Technician Levels **shall not be provided** by the Fire Department.
- 24 Confined Space Rescue Services:
- a. Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
 - b. Confined space rescue services at the Operations or Technician Levels **shall not be provided** by the Fire Department.
- 25 Trench Rescue Services:
- a. Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical for Technical Search and Rescue Incidents.
 - b. Trench rescue services at the Operations or Technician level **shall not be provided** by the Fire Department.
- 26 Cave, Mine, and Tunnel Rescue Services:
- a. Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
 - b. Cave, Mine and Tunnel rescue services at the Operations or Technician Levels **shall not be provided** by the Fire Department.
- 27 Farm and Silo Rescue Services:
- a. Fire Department response to farm and silo rescue incidents that involve a rope rescue and/or a confined space rescue component shall be limited to providing such technical rescue services at the Awareness level in accordance with the NFPA 1670 standard.
 - b. Farm and silo rescue incidents requiring rope rescue and/or confined space rescue services at the Operations or Technician Levels **shall not be provided** by the Fire Department.
- 28 Industrial and Machinery Rescue Services:
- a. Service shall be provided at the Awareness level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
 - a. Industrial and machinery rescue incidents at the Operations or Technician Level **shall not be provided** by the Fire Department.
- 29 Community Emergency Plan Response Services
- a. Service shall be provided in accordance with the Approved Emergency Management Program
- 30 Assistant to the Fire Marshall Services- Fire Suppression
- a. Duties of the Assistant to the Fire Marshall shall be carried out as prescribed by the Fire Protection and Prevention Act.



Memo

Date: September 26th, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Paul Schaefer Fire Chief
Subject: Pumper/Tanker 314

As Council is aware the FC has spent a considerable amount of time and money repairing the pumping feature of truck 314, 2007 International pumper/tanker. In its current state, the truck still functions as a tanker only. It requires a separate pump to fill and cannot pump engage its own pump. This electrical issue also affects other things in the truck but currently it is still in use.

The FC has spoken with many Fire Truck manufacturers and repair shops to try and figure out the next move to bring this truck back into full service. The consensus from all parties is loose wires under the hood. The FC recently discussed the truck issue with a repair technician in Burks Falls who works for Battleshield Industries in Embrun in Ottawa. They built and supplied Burk's Falls' new pumper.

The FC have been on the phone several times with their President, explaining in great length our issues and what has been done to date to the truck. Luc is quite confident he can diagnose and fix the issue with our truck, apparently, they have an electrical technician who is quite experienced in this area. The FC asked for a ballpark figure for this repair before the FC consider booking an appointment, he stated it should not be more than \$5,000.00 dollars plus required fees to send a driver here to get the truck and then bring it back when completed.

Currently, as of the last account update under vehicle expenses dated August 15th, 2024, the line-item has approximately \$3,570.00 left in the budget. The FC still has a few items coming out of that account so it will be over by year end.

The FC would like the council to consider this request and allow me to plan to have the truck sent to Battleshield Industries for repair.

Prepared by:

Paul Schaefer
Fire Chief

Subject: Regional Fire Services Committee

Good afternoon:

Attached herewith are the Draft Minutes from the August 22, 2024 Meeting, together with the Final Terms of Reference and full report for the Live Fire Unit.

The RFSC completed a final review of the Draft Terms of Reference during their meeting on August 22, 2024. Recommended amendments by the RFSC include:

- updating the name of the Committee from 'South Almaguin Regional Fire Services Committee' to 'Southeast Almaguin Regional Fire Services Committee'; and
- amending the cost section from 'Any costs associated will be determined and provided to member municipalities, to be payable on a 1/7 share by each municipality' to 'Any RFSC costs associated will be determined and provided to member municipalities, to be payable on a 1/7 share by each municipality'.

It is recommended by the RFSC that each Council from the 7 municipalities approve the Terms of Reference as presented.

Also included is a full report on the Live Fire Unit. Please see report for full details and recommendation for Councils' consideration.

Please present these items to your Councils' at their next Council Meeting and advise me at your earliest convenience of their decision on the ToR and Live Fire Unit.

Wishing everyone a safe and enjoyable long weekend.

Take care,

Beth Morton, Clerk-Administrator



Township of Perry | 1695 Emsdale Road
Emsdale ON | (705)636-5941
www.townshipofperry.ca

The Southeast Almaguin Highlands Regional Fire Services Committee (RFSC)

Terms of Reference

Background

Representatives from seven municipalities in the South Almaguin Highlands desire to discuss their mutual interest in the exploration of a Regional Fire Department. This Regional Fire Department would strengthen the partnership formed through the development and provision of the Regional Fire Training Officer program and working collaboratively to improve service delivery and the prevention of injury and damage caused by fire. The seven municipal Councils have agreed to form a Committee to examine the need, benefit and potential structure of a Regional Fire Department. These Terms of Reference detail the role, structure and procedures to be followed by this Committee, hereinafter referred to as the Regional Fire Services Committee (RFSC).

Vision

The RFSC will improve the delivery of fire services for all member municipalities through a collaborative approach to finding service delivery efficiencies, with emphasis on the prevention of personal injury and damage caused by fire.

Mission

The RFSC will examine the current state of fire service delivery in the member municipalities, and from this data it will seek to develop and present a more efficient model of fire service delivery to the member municipalities.

Structure

The RFSC shall represent the interests of its seven member municipalities: Township of Perry, Town of Kearney, Township of McMurrich/Monteith, Township of Armour, Village of Burk's Falls, Township of Ryerson, and the Municipality of Magnetawan.

The RFSC shall be comprised of one member of council from each municipality and the Fire Chief from each municipal Fire Department. Each of these Committee members shall have voting rights, and a majority vote will be required to make recommendations. A quorum of 50% of members will be required to move recommendations forward. All recommendations will require a vote that is to be taken back to each member municipality Council for final approval.

The RFSC appoints Norm Hofstetter, Mayor of the Township of Perry, as Chair. The Chair shall have a vote and shall vote last. The Township of Perry staff will act as the Secretary for the RFSC.

Additional members may be invited to participate in the RFSC as required and will hold a non-voting advisory role. A standing invitation shall be extended to representatives from the Office of the Fire Marshall and Emergency Management (OFMEM) to act in this advisory capacity.

Meetings will be held on a quarterly basis on the at the Township of Perry Council Chambers.

Approach

To achieve its mission, the RFSC will follow a six step process as defined below:

Step 1: Getting Organized – *formalize Terms of Reference*



Step 2: Goal Setting – *understand what each municipality hopes to achieve*



Step 3: Current State – *collect and analyze information on existing fire service delivery*



Step 4: Scenarios for Improvement – *develop options for improved service delivery*



Step 5: Program Selection / Definition – *select best option and define steps required to achieve*



Step 6: Implement, Evaluate, Report – *put the program into action and monitor its effectiveness*

Deliverables

1. A written recommendation that details a method to improve the delivery of fire services in the South Almaguin Highlands, including a report on the current state of regional fire service delivery, description of scenarios considered, anticipated costs, and a timeline for implementation.

Resources

The RFSC shall strive to perform all required work internally. However, the complexity of the project may require the services of a professional consultant. This requirement will be further defined if the need arises.

Timing and Cost

Any RFSC costs associated will be determined and provided to member municipalities, to be payable on a 1/7 share by each municipality.



Staff Report

Staff Report No. SR-2024-58
Date: September 26, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Paul Schaefer, Fire Chief
Subject: Increase in Contribution for Live Fire Unit

Recommendation:

The Town of Kearney supports moving forward with the Live Fire Burn Unit and the 2024 commitment of \$20,000 for the Kearney Fire Department.

And further that the Town of Kearney supports the additional cost of \$76,211.69 split between the five departments for a share each of \$15,242.34 for the project to be completed.

Background:

In 2021 when the Ontario Fire College closed in Gravenhurst the South Almaguin Fire Chiefs and Training Officer Gary Courtice have been investigating building a live fire training building for the 5 stations. The Town of Kearney supported the Live Fire Burn unit to be placed on Township of Perry lands behind the Fire Hall at 64 Old Government Road. In March of 2021, the Fire Chiefs received a quote in the amount of \$350,000 for a Live Burn Unit. A request came forward in August 2021 that each Fire Department place in their 2022 budget \$70,000 for the purchase and construction of the facility. The amount was not supported by all Fire Departments and the Fire Chiefs have continued to investigate costs and looking into funding opportunities. An estimated cost of \$100,000 was brought forward to be included in the 2024 budgets of the 5 departments. The plan was to build the Live fire training unit in stages with the base unit now and the send level in the future. However, the Chiefs have negotiated with JFB Enterprises to obtain the unit at cost for a portion of the unit as it was built for another Department but not finalized. At the August 22, 2024 Regional Fire Service Committee meeting a new quote was brought forward for the facility. The total costs being \$173,164 plus applicable taxes, which is broken down as \$149,000 for the burn unit and \$24,164 for the 24'x48' cement pad. Total estimated cost with nonrefundable tax is \$176,211.69. The members of the Regional Fire Service Committee support the Live Fire Burn Unit moving forward in 2024 and realize the importance of this type of training for our department members. The five departments have committed within in their 2024 budget \$20,000 to move forward with the Live Fire Unit. The Regional Fire Service Committee is recommending to all municipalities of the 5 departments to support the additional cost of \$73,164 plus applicable taxes to complete the whole building as costs will only escalate if the additional unit is added on in the future. The additional cost for each department will be \$15,242.34 when calculating in the non-refundable tax component on the complete build. It is requested that each municipality provide a supporting resolution to cover their Fire Departments additional share and forward to the Township of Perry who will be the lead administer the building project.

Attachments:

Quote from JFB Enterprises (Live Fire Burn Unit)
Quote from Alex Archer (Concrete pad)

Prepared by: Paul Schaefer, Fire Chief

JFB Enterprises

2198 Council Ring Road
Mississauga
Ontario L5L 1B7
Toll free 1 866 876-0014
www.flashoversystems.com
www.phoenixfiretiles.com
Duns# 203212113
NCAGE: L07N4

Southeast Almaguin Fire Department

Attn: Mr. Gary Courtice
Training Division

Date: 27th Aug 2024

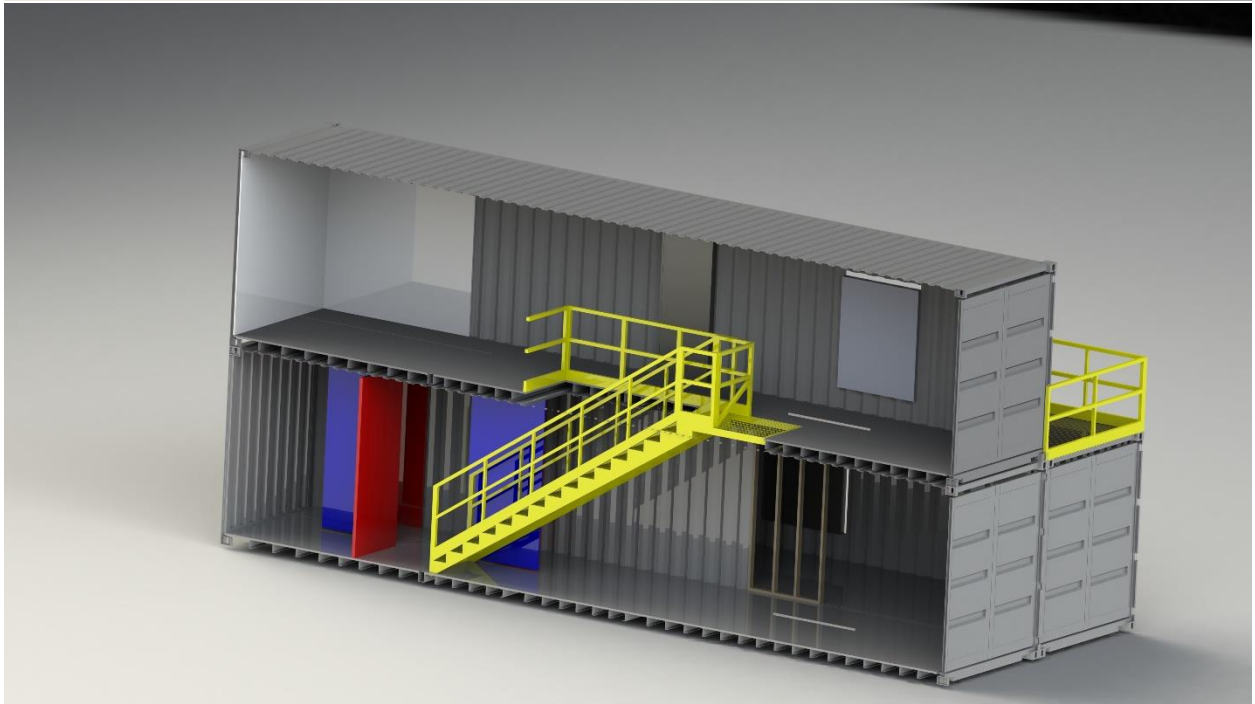
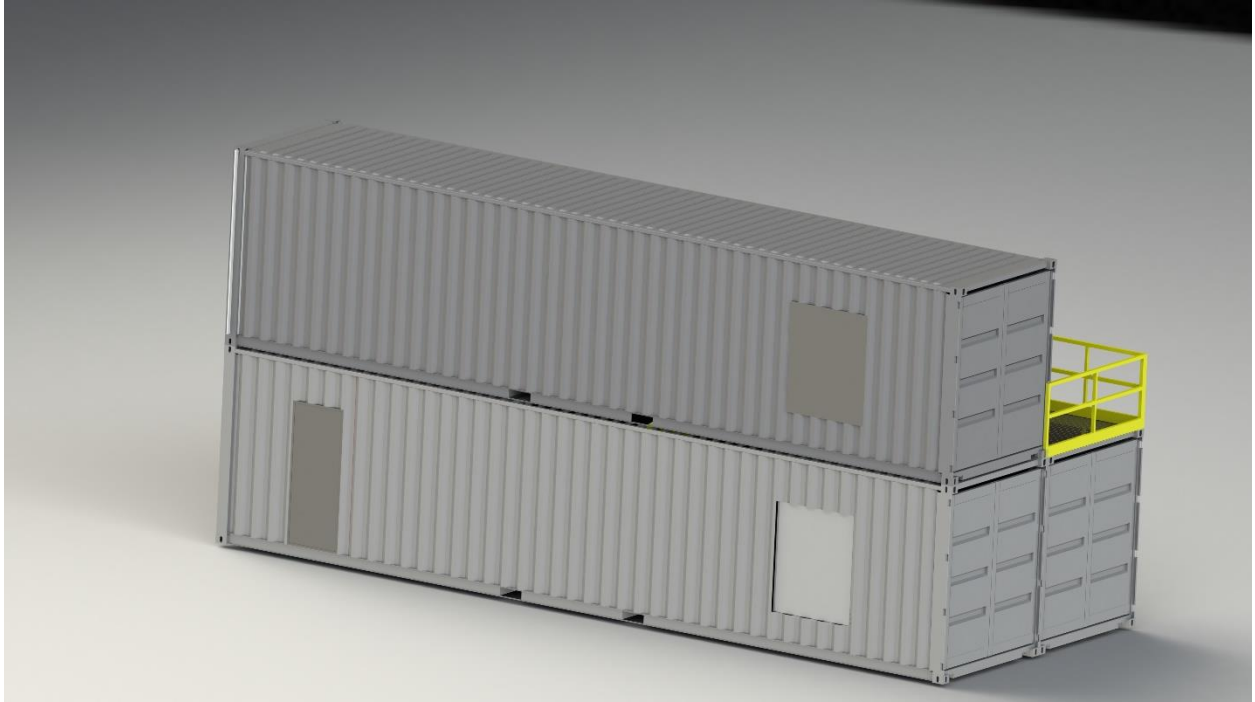
Hello Gary, further to our recent discussions regarding a containerized Class “A” burn structure, please see the following proposal and scope of work

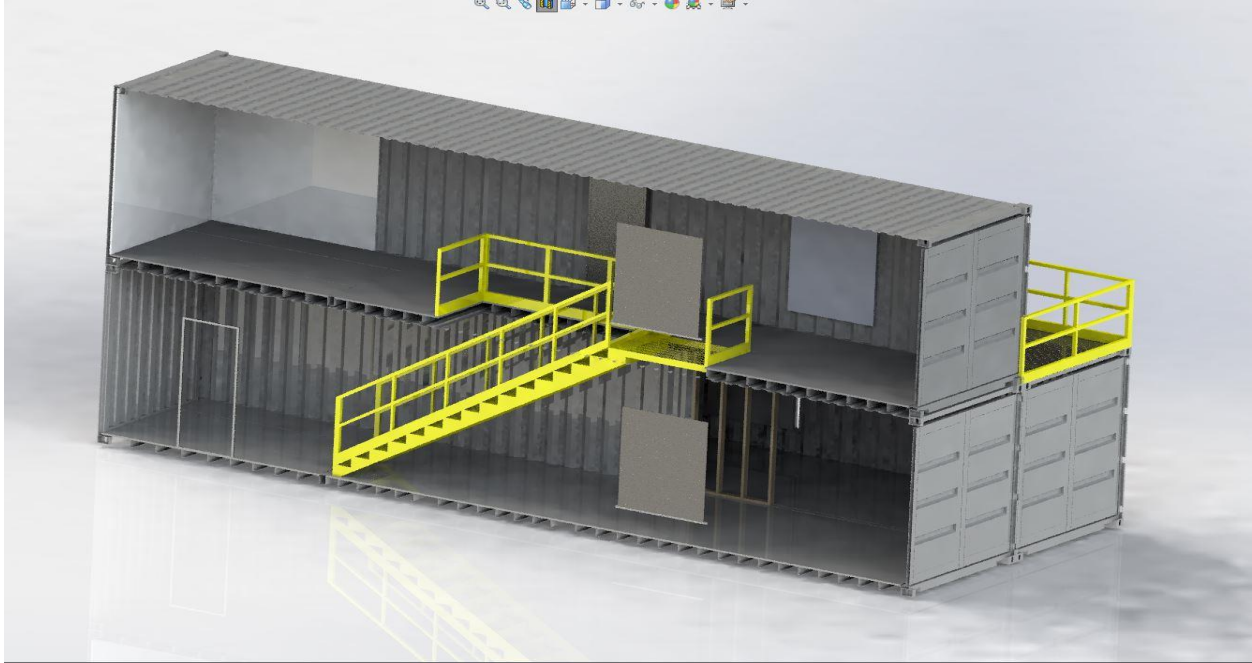
Scope of Work

- To provide and install a 3 X 40ft container structure, modified and set up to facilitate live fire training for the Southeast Almaguin Fire Dept. User to provide a suitable foundation
- The container structure will be comprised of three “Good used” 40ft ISO shipping containers, set up with 2 X 40ft containers on the ground level and 1 X 40ft on the 2nd level.
- The two ground containers will be joined and have walk-thru openings to allow unrestricted travel between the two containers. Brackets to allow installation of a “wall breach” prop will be included.
- One lower level container will have a 10ft long insulated burn area, lined with Phoenix Fire Tiles and the floor lined with paving stones.
- One lower level container will have an interior stairs to provide access to the 2nd level container. The lower level containers will have an exterior “HMC” entry door and fabricated steel window shutters.
- A 20ft long non-slip “walk-on” roof section will be installed on top of the single 40ft. This roof section will be protected by railings. Access to the walk-on roof will be via a fabricated heavy duty, exterior stairs and 4ft X4ft platform.

- A 20ft fabricated roof chop-out training prop will be attached to the other end of the single container. This roof prop will allow for roof ventilation exercises using two different roof pitch angles. The roof prop has brackets installed to allow the user to secure wooden roof trusses and roof sheeting. The exterior edge of the roof prop is protected by handrails and chains.
- The 2nd storey container will have a 10ft long, steel insulated burn area, lined with a firebrick floor.
- The interior stairs opening is protected by handrails.
- An exterior door will allow access to the walk on roof.
- A steel fabricated heavy duty, 36"X36", window shutter will be installed close to the Burn room area.
- The window will be equipped with an anchor point to allow for tethering during "Ladder bail-out" training.







Please note that pictures and concept drawings are only shown for illustrative purposes and to provide a general layout. All the equipment as shown, is not included in this proposal. Please refer to the “Scope of Work” for clarification.

Cost proposal

3 Container structure: \$100,000.00

Roof prop: \$5,000.00

Interior steel stairs: \$7,000.00

Exterior steel stairs: \$10,000.00

1st Level tiled burn room: \$20,000.00 (10 year warranty)

Delivery, crane hire and set up: \$7,000.00

**Terms: 50% pre-pay at time of order, Balance 15 days after delivery and set up.
Proposal and pricing is valid for 30 days.**

Thank you for the opportunity to provide this proposal, I look forward to answering any questions you might have.

Yours sincerely,

John Butler

Date: 26th Aug 2024

Quote #1

Alex Archer

91 Doe Lake Road
Katrine P0A1LO
705-571-1018 Alex |

DATE

BILL TO

NAME | COMPANY
ADDRESS
CITY, ST ZIP CODE
PHONE

FOR

Concrete slab form, place, and finish
24'x48'.

Details

AMOUNT

Form, pour and finish slab on grade @ \$7.00/SQFT	\$8,064.00
15M Rebar 30 pieces @ \$30.00/pc	\$900.00
Wire mesh 50 pieces @ \$25.00/pc	\$1,250.00
building material	\$2,200.00
Concrete pump 6 hours@ \$275/hr	\$1,650.00
2 Labourers @ \$50.00/HR for 20 hours	\$2,000.00
concrete @ \$300/metre	\$8,100.00
SUBTOTAL	\$24,164.00
TAX RATE	
OTHER	\$0.00
TOTAL	\$24,164.00

The above total does not include tax,

If you have any questions concerning this quote, use the following contact information:

Alex Archer, 705-571-1018, alex-archer-92@hotmail.com

THANK YOU FOR YOUR BUSINESS!



Staff Report

Staff Report No. SR 2024-59
Date: September 26, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Paul Audette, Public Works Superintendent
Subject: Waste Management Update

Recommendation:

That Council receive SR 2024-59 and direct Staff to investigate/ options that Council would like

Background:

In late 2023, Council discussed changes to the Fees & Charges By-law to be updated as Staff outlined to Council that fees had not been updated since 2014. The initial discussion was looking to Perry Township as we share a Landfill site to see what they were changing by way of waste management operations and fees. Staff brought a report to Council to outline some considerations for Council to review with regard to an updated card system, removing the limit of bags per month on a residence as well as traffic flow suggestions due to the on-going discussions at that time with the Ministry of Labour (MOL) about safety of Staff at the Transfer Stations. Within the discussions Council determined in order to avoid calculations being made by whomever was working the Transfer Stations, a flat rate was best for different sizes of loads. Staff utilized the cost per cubic foot that Perry Township has to calculate out what a full load (in each size would be) and that was then presented in the revised DRAFT of the Fees & Charges By-law.

Council has received two delegations on Transfer Station operations and fees from members of the public in early 2024 as those members felt the fees were too high.

During the Regular Council meeting of June 20th, 2024, a notice of motion was put forward and carried by Council directing Staff to bring a report back on update to Waste Management Operations as well as speak to the current tipping fee schedule as members of the Public feel the fees are exorbitant.

Comments from the Public during the Town Hall Meetings suggested taking construction waste and debris directly to the Rain Lake Landfill Site. While demolition projects have been brought to the Landfill site in the past, both the Town of Kearney and the Township of Perry have been called to task on this before, and it's been outlined we are required to use our Transfer Station sites as depots.

Analysis:

Waste Management is a very complex and intricate issue for municipalities and each municipality across Ontario has similar but different circumstances around their waste management. Specifically in Kearney, (different from all area municipalities aside from Perry Township), we only have Transfer Stations to manage as we do not own but share in the expense of running a Landfill with the Township of Perry. What and how we can do things at the Landfill site, is dictated by the Province through the Ministry of Environment, Conservation and Parks (MECP). Currently, the Town of Kearney only provides recycling and residential garbage depots as well as a Diabetes Canada Bin (textile/other

items) at the King William Transfer Station. All other waste management or diversion streams are facilitated at the Kallio site (in the rural part of the Town) which is closer to the Landfill site which keeps our trucking costs low. After meeting with the MOL on multiple occasions at the Transfer Stations, it was advised that many accidents have occurred at landfills and transfer stations across Ontario where attendants are being hit by cars due to traffic flow not being streamlined. It was recommended to the Town that we create a flow of one-way traffic at both sites and have limited times where residents are “meandering” around the sites or walking from depot location to depot location.

Why is it important that we reduce the amount of garbage we make?

Reducing waste will not only protect the environment but will also save on costs or reduce expenses for disposal. In the same way, recycling and/or reusing the waste that is produced benefits the environment by lessening the need to extract resources and lowers the potential for contamination. The MECP, which is responsible for waste reduction and diversion, set targets in 2017 to divert half of the total waste produced in the province by 2030 and 80 per cent by 2050. But a lack of regulation, enforcement, political will and economic incentive has left the province falling far short.

The Town has already begun great changes to assist with waste diversion and more efficient operations of its landfill by:

1. Providing an electronic card system where residents pick up the card once and then the card is reloaded the following year remotely
2. Managing the delivery of cards ourselves as the number of bags being provided to different properties was being administered incorrectly by a third party and subsequently, the amount of bags of garbage that could go into the landfill was significantly more than intended
3. Providing an additional card for \$10 that can allow the property owners to split their 60 residential bags onto 2 cards or another card they are provided for a vacant parcel of land
4. Enhancing the capacity of internet at both Transfer Station sites to allow for debit/credit card payment instead of only cash, which in turn makes it easier for residents to pay their fees.
5. Increased education on a much easier/more user-friendly website to help people understand the diversion streams.
6. Providing for incontinence or children’s diapers to be free of charge provided that is all that is in the clear bag and these bags do not count toward a resident’s 60 bag/year allotment
7. Utilizing the tools within our current waste management by-law to effectively draw attention to illegal dumping within the community.
8. Engaging with the FoodCycler Program to bring composting to households that may otherwise not have been able to afford or participate in it.

The topic of Kearney Transfer Station Tipping Fees has come to the center of attention once again. As mentioned above, changes for the better have already started with the implementation of Transfer Station swipe cards and POS terminals placed at each site for Debit and Credit Transactions, along with WIFI. Recommendations for a summer student to assist in day-to-day operations in the summer months which would assist in the flow and organization of residents using each site, will be included in Staff’s recommendation for budget in 2025. The possibilities of re-organizing the way residents enter the Kallio site has been ongoing this summer by the Public Works Superintendent (PWS) and if the need for further capital investment to facilitate the operational changes is required, the PWS will include it in the 2025 budget discussions.

The Clerk – Administrator (C-A) and PWS met with the Township of Perry regarding Transfer Station operations and fees, as the Township of Perry revamped their fees and waste management by-law in late 2023. In the meeting a disturbing fact came to light, Kearney’s waste collection and the Township of Perry’s waste collection is nearing the 50/50 mark. The population and geographical size of Perry in

comparison to Kearney is significantly more. At most, Kearney should be 40% versus Perry's 60%. This points to the fact that Kearney is not doing enough to mitigate these numbers. As the number grows closer to that 50/50 split, costs associated with it also rise placing more strain on the Town's tax base. Tipping Fees are a justifiable expense placed on the User, as most municipalities move to a user-pay system. One of the largest costs that any municipality faces is the waste management in its entirety. Unsorted material is the hardest and most time consuming of all, continually Staff has seen burnable wood (2x4's), picture and window frames end tables Muskoka chairs etc. in the construction bins to be hauled off and placed at the landfill. Buried wood does not disintegrate and will only contribute to filling the landfill site faster. That is an avenue we do not want to get down, as the cost associated with shipping waste out to be dumped elsewhere will be excessive. Not to mention, the monitoring and maintenance requirements on a landfill after it's closed, for over thirty years (as we know from the King William site). These items can be burned and then no longer an issue, this is just one of many examples, if residents coming in take the time to sort their waste, costs are lowered per visit.

Currently, a small area tax rate is being applied to the previous "Town Proper" who is provided curbside pickup for waste. This amount is \$13.94/year per property in the "Town Proper" and is not based on assessment, but a flat rate to all 194 property rolls who could have curbside pickup. Existing practice has been that Staff members drive around and pick up garbage and recycling curbside each Monday (or Tuesday if it's a holiday) morning. Staff are not able to locate a certificate from the MECP in order to move waste. Therefore, the Town should be applying for a license in order to continue to do curbside pickup. Another option would be to contract out this service. We would not contract out the recycling pick-up as that would be part of the circular materials contract set to begin October 1, 2025. Since the spring, the average of 30 households utilizes the curbside collection service. Council may want to consider eliminating that service if the costs associated with the permit and Staff time, do not seem to be being used.

How can we conquer these problems? One step at a time, **education** to residents along with the Tipping Fees need to go hand and hand. Staff have heard comments from residents, contractors, community groups, council members and other staff who all possess the same intent for the Town, in trying to find effective ways to divert waste from our Landfill or reuse to eliminate the need for transporting items out of our Town and paying for it to be dumped elsewhere. Some suggestions have been:

1. A reuse centre at one or both of the transfer station sites in order to provide a location for residents to leave items that aren't "garbage" but someone else could use.
2. Allow for small containers (a 5-Gal pail size) of whatever garbage someone has to be distributed in the appropriate bin but crossed off as a "residential bag" or \$2.00 off their loaded transfer station card.
3. Incentive program for those that don't use all of their 60 bags per year. This could be by allowing those bags to be brought forward into the next year or entered into a draw to win free recycling bins.
4. Allow residents to bring composting materials in composting bags for free or at a reduced rate as opposed to in a clear, plastic bag where the items would decompose less quickly.
5. Provide Short Term Accommodation (STA) packages that include information on our transfer stations, diversion streams and "one-time card" with clear bags and 3 bags on it for a fee.
6. Provide contractor authorization forms from the landowner to authorize the contractor to utilize their transfer station card to access the Kallio site for dumping. If residential waste is needed to be dumped, this contractor could pay the fee per bag.
7. A "community yard – sale" weekend, where everyone is encouraged to put out their items that are no longer needed.
8. Flyers, signs, advertisement outlining exactly what is acceptable and what is not acceptable. This is a continual cycle that must be dealt with.

9. Slightly higher prices help residents to be more accountable to the proper protocols put in place.
10. Waste management Committee perform an overview and audit of current standards, with recommendations on fees or operations to obtain similar fill rates based on assessment.
11. Provide that “clean wood” be free (subject to inspection by the attendant) as the training of the Fire Department is already a part of the operating budget. It is assumed that if this was free, the increase in training costs may be seen in the Fire Department budget as multiple burns a year, may be required. Chipping would be an option, there would be additional costs associated with equipment, training and safety along with time associated.
12. Allocate more funds for the FoodCycler Program to obtain more units for other residents
13. Establish a waste diversion stakeholder on each of the lakes to help to promote the information we have available on the website and at the office.

Kearney Tipping Fees and surrounding areas:

Depots	K	P	M	S	A	MU	M/M
Sinks, Toilets etc.	\$10	\$10	?	\$10	\$5	\$12	\$10
Furniture (large) mattress etc.	\$20	\$20	\$30	\$15-30	\$10-25	\$28	\$10-25
Shingles-pick-up,4x8 trailer	\$180	\$2.50/cf	\$65-125	2.50/cf	?	\$101/t	\$150
Appliances with Freon Appliances without Freon	\$35 free	\$35 free	\$15 \$15	\$35 free	\$25 \$5	\$25 free	\$35 free
Burnable brush	\$100-294	0.25/cf	free	free	\$2-10	\$101/t	\$5
Construction waste	\$50-294	1.50/cf	\$25-270	\$1.50/cf	\$5-70	\$27-287	\$40-150

Legend = K - Kearney, P – Perry Township, M – Magnetawan, S – Strong, A – Armour, MU - Muskoka, M/M – McMurrich/Monteith

Prices are very similar to other neighbouring municipalities except for a select few. Minor changes could be implemented such as burnable materials down the comparable. *Muskoka has weigh scales at each of their stations and currently does not have a clear bag system or a proof of residence system. Reports to Council indicate that is coming in 2025. The tax base (since they are an upper tier government) is also considerably higher than any other municipality in Almaguin. It should also be noted that, to Staff knowledge, Kearney and Perry are the only municipalities who have to manage both transfer station sites as well as a landfill site, whereas other municipalities only have landfill sites. Therefore, less costs for shipping and management/upkeep/equipment than the Town of Kearney and the Township of Perry.

The Township of Perry’s measuring system provides the attendant at the Transfer Station the ability to calculate the load based on a cost per cubic foot. As discussed late in 2023, this is still an option for Council to consider which gives the attendant some flexibility to evaluate the load based on measurement. This in turn will most likely create additional wait times at the Kallio site specifically. The Township of Perry has also increased their additional bag cost to \$5.00/bag after doing a financial analysis. Should Council wish to consider an increased fee per bag over and above the allotted 60 per year, Staff could bring a cost analysis back for Council consideration.

Financial Implications:

The fee system has been what municipalities across Ontario have been moving to as the costs associated with waste management rises and landfills start to fill up. Whether dog tags, planning fees or transfer station fees, the intent is that those that impact the costs of operation are the ones to cover those costs. There are many options for Council to consider within this report that would have financial implications one way or another. Once Council gives Staff direction on options they would like to consider, Staff will provide a report with a more detailed cost analysis at a future meeting.

Conclusion:

Staff have noted that while people do complain about the fees associated with the Transfer Stations, they do understand and pay them. Staff have received less than 10 illegal dumping complaints in 2024. Most people don't like paying tipping fees at their local Landfill or Transfer Station or having to wait when they have places to be. The Town has a responsibility to look to the future and do what we need to in order to extend the life span of the Landfill site as long as we possibly can. There are many great ideas that have been provided to Staff through email, phone, Staff meetings and the Town Hall sessions which Staff are happy to review in greater detail. Staff will look to Council to give some direction on what options they might want to have more closely reviewed to ensure Staff are clear on how Council wishes to move forward with operation and cost analysis.

Prepared by:

Paul Audette, Public Works Superintendent



Memo

Date: September 26/2024

To: Mayor, Deputy Mayor and Members of Council

From: Paul Audette, Public Works Superintendent

Subject: Sand Lake Boat Launch

Council gave direction to Staff at the last Council meeting that they want The Sand Lake Boat launch completed this year. At the time of budgeting and later on into the spring with many discussions, Council approved a budget of \$100,00 to do so. Council also directed the Public Works Superintendent (PWS) that Galcon construction be given the opportunity to quote a new price and install the simplified design completed by Jim Skelton, through many emails and conversation with the manager they are not interested in performing the said works and has declined the offer. The PWS, has spent many hours researching, making phone calls, and sending inquiry emails to over 15 local and semi local marine construction companies, gauge the interest of quoting/coming for a site visit to complete the works required that the Town is unable to facilitate. Only one contractor showed interest, out of 15 different companies Through discussions and negotiations with the company, the lowest price they can offer to install is \$155,000 plus HST.

The contractor is available closer to the end of October beginning of November to complete the work. A&A Services and Marine Construction has given assurances that they will install this year and not push it off. They are currently, completing other jobs, but will put us next on the list
Conclusion:

From Staff perspective, if Council would like this launch completed in 2024, then Council will need to provide direction to Staff to sole source this project to A&A Services and Marine Construction, in the amount of \$155,000 plus HST, as they deem it necessary to procure these services contrary to the Town's Procurement By-law. If Council determines the price is too high, Council could direct Staff to Tender out the project once again to be completed in 2025. This cost from the current bidder may provide Council with a very good indication of market price to complete the work, if Council did decide to wait until summer 2025, as material/labour costs are not decreasing. This memo is provided to Council to ensure all the information for Council and the public is clear about the Town's options and Staff await direction.

Prepared by: Paul Audette, Public Works Superintendent



Memo

Date: September 26/2024

To: Mayor, Deputy Mayor and Members of Council

From: Paul Audette, Public Works Superintendent

Subject: Lion's Pavilion

Council approved a \$5,000 budget expense in 2024 to obtain a building condition assessment of the Lion's Pavilion based on concerns about the possible required construction to change the use of the pavilion.

The PWS has received an estimate from Tatham engineering for the next steps needed to determine the amount of work to bring the building to code to be able to utilize the facilities for assemblies.

I have attached the quote from the engineer explaining why this step is necessary to move forward with this project.

Council receives this memo for informational purposes of the Lion's Pavilion and provides direction to Staff if Council chooses to move forward.

Prepared by: Paul Audette Public Works Superintendent

File 223527-05

August 13, 2024

Paul Audette
Public Works Superintendent
Town of Kearney
8 Main St., PO Box 38
Kearney, Ontario P0A 1M0
paul.audette@townofkearney.ca

Re: Retrofit: Code Review - Lions Outdoor Rink, Town of Kearney
Proposal for Engineering Services

Dear Paul:

We are pleased to present this proposal for professional engineering services related to retrofit of the existing Lions Outdoor Rink and attached building located within the Town of Kearney at 163 Main Street. We understand from information provided by you the Town and other stakeholders (Lions Club, etc.) are interested in using the covered rink surface and attached building for community events and other assembly purposes. The overall footprint of the rink and building will not change; however we understand funding is available for retrofit to accommodate life safety requirements, etc.

Tatham is very familiar with the Lions Outdoor Rink, having completed a visual structural, electrical and mechanical condition assessment of the facility earlier this year. The next step in assessing the retrofit needs is to conduct an Ontario Building Code (OBC)/Life Safety Review, analysis of the existing frame under the required loads, and schematic layout design. This will identify the functional requirements and design intent and provide ample information for a local contractor to conduct a pricing review. We have included for subconsultant Rosalie Dawson Architect to complete the architectural scope as outlined below.

We understand original drawings for the building are not available, however you have provided limited information regarding the installation of a well and septic on the site within the last ten years.

SCOPE OF WORK

Our scope of work will be to assess the layout of the existing facility, determine the best use of existing elements and how to maximize potential for the building in an assembly classification. We will also perform calculations to analyze the existing structure (roof trusses and post-and-beam support framing) to determine if it is capable of supporting OBC Part 4 loading as required for assembly occupancy. We have

allowed for one site visit as required to record existing information and up to two virtual meetings to review Town expectations, requirements and preferences with the architect.

FEES & SCHEDULE

We are proposing a fixed fee of \$14,040 + HST for the scope of work described above. If retained, we will bill monthly based on scope of work completed. Each invoice will be accompanied by a summary of work completed during the billing period. We require payment of invoices within 28 days. A retainer of \$5,000 + HST will be required at the outset of the project for retention of the Architect.

TASK	TOTAL ESTIMATED FEES ¹
Project Management & Coordination	\$1,600
Architectural: OBC Review & Schematic Design	\$10,340
Structural: Analysis of Framing under OBC Part 4	\$2,100
Total	\$14,040

¹Excludes HST

We are available to start work on this project immediately upon approval. In the interest of expediting the project, we anticipate the scope of work above can be completed within two-three weeks of initiation.

Specific tasks not included in the above noted work program are as follows:

- detailed design;
- survey;
- site plan;
- construction cost estimates;
- zoning related changes;
- permitting;
- tender;
- construction phase services;
- meetings, site visits, or conference calls beyond those noted above; and
- public consultation.

No additional work will be completed unless absolutely necessary and only with your approval. We will provide a separate work plan and fee estimate for additional work when the scope can be defined and submit to you for approval.



Thank you for the opportunity to submit this work plan and fee estimate. We would be pleased to discuss our work plan and respond to any questions you may have.

Yours truly,

Tatham Engineering Limited



Madeline Smith, B.Eng., M.A.Sc., P.Eng.

Project Manager, Senior Engineer

MPS:ha

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File 223527-05

July 31, 2024

Paul Audette
Public Works Superintendent
Town of Kearney
8 Main Street., P.O. Box 38
Kearney, Ontario P0A 1M0
paul.audette@townofkearney.ca

Re: Lions Outdoor Rink, Town of Kearney
Visual Condition Assessment

Dear Paul:

We have completed a visual assessment of the outdoor rink, pavilion structure, and attached building at Lions' Park located at 163 Main Street in Kearney. The primary purpose of the assessment was to review and document the existing condition of the building and to identify areas in need of repair and elements which require maintenance or replacement to prevent future issues. As a secondary purpose, we have provided some commentary on the feasibility of upgrading the building from its current use. We understand from you the building is currently designated as a recreational/rink surface with no occupancy on the activity surface. The proposed upgrade would be to allow for public assembly on the surface.

Our review was focused on the existing building structure and its components (structural) and the existing electrical power and life safety systems (electrical), and the water and plumbing services (mechanical). We have not conducted an architectural Building Code review. Our review was limited to observations made from visual evidence. No dismantling of any architectural finishes was performed. No destructive or non-destructive testing was undertaken. No calculations were completed to verify the suitability of the original design or existing conditions. The recommendations and are based on a visual survey of the portions of the buildings accessed during our investigation.

Some background information was provided during our site visit through discussion with a Town staff member (maintenance) and a member of the Lions' Club (Blair Ballantyne, President).



DESCRIPTION

The Lions Outdoor Rink is a single-storey, partially open-air facility, used mainly as an outdoor hockey rink during the winter (refer to Photographs 1 and 2). The building footprint is approximately 105 ft by 40 ft (4200 sq. ft). No background information regarding the design or any previous assessment was provided for our review.

The building consists of the following areas:

1. Rink: The rink area is covered by an open-air pavilion structure and measures approximately 90' x 40' in plan area. The rink is accessed through a single 12' opening in the surrounding boards near the north end of the west wall.
2. Attached Building: at the south end of the rink, an attached building approximately 15' x 40' in plan area houses washrooms and storage space. This building is accessed via a pedestrian door at the west wall, and there is access to the rink surface via a 10' opening at the north wall.

Structure & Building Envelope

The rink surface consists of a concrete slab-on-grade surface with drains at each end. A concrete curb surrounds the surface and we assume extends to concrete footings below. This curb supports the timber superstructure above, fastened by a continuous timber plate along the full perimeter. The pavilion roof is gable-style at approximately 5/12 pitch and is clad with metal roofing above and metal ceiling below (10' ceiling height) and an overhang of approximately 2 ft at the perimeter. The roof is framed with pre-engineered wood trusses supported on a timber post and beam frame with columns spaced at approximately 13 ft on centre along the east and west sides and approximately 10 ft on centre along the gable north and south ends. Wood-framed boards approximately 3 ft in height surround the rink surface spanning between all posts with the exception of the access opening at the west side.

The attached building consists of similar roof construction to the adjacent pavilion with a lower profile (8' ceiling height). The trusses are supported on concrete block walls at the perimeter.

Electrical

Lighting is provided throughout the rink and pavilion areas using recessed fluorescent luminaires with wire guards. Some exterior pole lighting is installed at the rear of the building. There are power outlets installed at high level around the perimeter of the pavilion and at mid-wall height at the interior of the attached building. The incoming electrical service size is 200-amp, 120/240-volt, single phase, 3-wire. The electrical meter number is J3606443.

There is no life safety equipment installed in the covered pavilion or the interior of the attached building. There is no fire alarm system at this site. There is no exterior wall lighting installed around the perimeter of the building, and no parking lot lighting has been installed.



Mechanical

No mechanical equipment was noted at the rink area. The attached building has baseboard heating installed in the washrooms. There is no cooling provided.

The interior building plumbing equipment includes toilets, sinks, electrical hot water tank, water UV system and water iron remover. The domestic cold water for the building is supplied from private drilled well and sanitary drainage system is to a private septic tank system.

We understand from on site discussions with maintenance personnel and the Lions' Club representative that both the drilled well and the septic tank system have been recently upgraded, but that these systems may not yet be connected to the building.

OBSERVATIONS

We reviewed the pavilion from grade at the interior and exterior, and reviewed the attached building from the exterior, from the attic access hatch, and from the interior, with the exception of the back room which was inaccessible behind a locked door. Our findings are described below.

Structure & Building Envelope

The structure at the pavilion over the rink surface and the attached building was found to be generally in satisfactory condition. The following was observed:

1. The timber bottom plate along the concrete curb is beginning to deteriorate at either side of the entrance opening to the rink surface and could be easily penetrated with an awl (Photograph 1.1). As this plate supports posts to the roof above, we recommend the plate replaced in these areas of deterioration.
2. Checking of the timber posts and beams was common throughout (Photographs 1.2 and 1.3). This splitting is typical of exposed wood members of this size due to drying and continuous changes in moisture following installation. This is not a structural concern at this time.
3. Soffit was out of place and missing at the roof overhang in various locations at the perimeter of the pavilion structure (Photographs 1.3 and 1.4). Likely as a result of these openings, there was evidence of rodent activity in the attic space. We recommend the soffit be repaired or replaced and pest control be addressed to limit future damage.
4. Hairline cracking in addition to rough cuts/joints were observed at the rink slab (Photograph 1.5). These cracks are not a structural concern unless they begin to impact the function of the slab during flooding of the rink area. To prevent water infiltration, the cracks may be routed and sealed with a flexible sealant.



5. No coverings were in place at the floor drain openings in the slab (Photograph 1.6). Drain covers or grates may be installed to limit accumulation of debris in these drains.

Electrical

Power Distribution

1. The incoming power distribution is serviced by a Federal Pioneer Stab-Lok 40 circuit 200 amp, 120/240 volt, 1-phase panel (Photograph 2.1). There are 10 spaces available for future power circuits.
2. Pavilion receptacles are exposed to weather and do not appear to be GFCI protected and may not be code compliant (Photograph 2.2). GFCI protection on pavilion power receptacles and provide extra duty in-use weatherproof covers.
3. Interior building power outlets and cabling are mostly surface mounted. We recommend an Electrical Safety Authority (ESA) inspection be arranged to assess safety and code compliance with the Ontario Electrical Safety Code.

Lighting

4. Pavilion lighting consists of recessed fluorescent luminaires with wire guards installed. It was observed that two of the luminaires were not working during our visit (Photograph 2.3). These fixtures are at there end of life and we recommend they be replaced with new updated energy efficient LED lighting.
5. Interior building lighting consists of recessed fluorescent luminaires with wire guards installed. These fixtures are at there end of life and we recommend they be replaced with new updated energy efficient LED lighting. It was also noted that numerous luminaires were infested with rodents and may be a fire hazard (Photograph 2.4).

Life Safety Equipment

6. There is no life safety equipment (emergency and exit lighting) installed in the pavilion or the interior of the building. We recommend a code review be performed to bring both areas in compliance with the Ontario Building Code.

Mechanical

Heating

7. The two washrooms and the electrical/mechanical room have electric baseboard heaters installed (Photograph 3.1). The installation date is not available. Due to the amount of debris, rodent infestation, and other material in close proximity we recommend they are to be replaced as they are likely at their end of useful life.



Plumbing

8. The hot water tank shows a manufactured date of November 26, 2010 (Photograph 3.2). The typical service life of a hot water tank is between 10-12 years. We recommend the hot water tank is replaced as it is at the end of its useful life.
9. Plumbing fixtures are abandoned and in poor condition we recommend to replace them and test the wet service piping and sanitary drain to septic bed before reconnecting (Photographs 3.3 and 3.4).

Additional

10. The domestic hot water piping is uninsulated for the first 2.5 m downstream of the hot water tank and should be updated as per OBC article 12.3.1.4 (Photograph 3.5).
11. Install a drip pan under the hot water tank as a best practice to protect from leaking (Photograph 3.5). T&P relief valve was not observed and needs to be added with the discharge piping terminating indirectly into a floor drain.
12. There does not appear to be any working ventilation in the bathrooms or electrical/mechanical room. We recommend a code compliance check be completed to provide advise on correcting this condition.

ASSEMBLY CONSIDERATIONS

We understand the Lions' Club and the Town would like to make use of the pavilion and building beyond the current recreational designation. We understand this will require an upgrade to a universal assembly occupancy to accommodate community meetings, functions, and events in the space. A full Ontario Building Code review will be necessary to outline the requirements for this change and should be completed by an Architect. We have not performed a code review as part of this assessment, however, based on our experience, we expect the following considerations will be relevant:

1. Building classification considerations:
 - a. Proposed Assembly Occupancy (Group A)
 - b. Combustible construction, one storey in building height with an overall footprint of approximately 4,200 sq. ft. (390 sq. m) or approximately 4,700 sq. ft (432 sq. m including the roof overhangs at the pavilion area).
 - c. Building currently faces one street. Building could be considered to face two streets if a designated fire route access of greater than 5 m width can be provided on a hard surface at the adjacent (west) parking lot. This would be largely a landscaping exercise and could reduce other fire protection upgrade requirements.



- d. Fire resistance ratings of the roof and supporting structure and/or fire separations to separate the building into fire compartments may be required to prevent the need for sprinklered fire protection.
2. A dry standpipe is available for fire department use in the adjacent parking lot (Photograph 4.1). This will likely satisfy the requirements for on site water supply for fire protection as required for assembly occupancies.
3. Washroom availability will determine the allowable occupancy. The facility must have a universal washroom available at a minimum to dictate occupancy. It is possible that the Town can allow portable washrooms to contribute to occupancy limits on an event-by-event basis. For reference, provision of one universal washroom, plus one female and one male washroom would limit the occupancy to 100 persons.
4. Exits will likely require upgrading for assembly occupancy. A minimum number of exits must be provided from the space and panic hardware must be supplied. Additionally, adequate emergency lighting and exit signage will be required.

As the overall structure does not exhibit signs of major deterioration, it is likely that the roof and supporting structural elements will not require upgrading for the change of use. The electrical panel has additional capacity to accommodate changes and upgrades as we expect will be required by the code review (emergency lighting, etc.). The mechanical systems within the building are in need of complete replacement and likely revisions to the layout to accommodate assembly occupancy. We have little background on the exterior facilities (well and septic), however it is possible that, with proper documentation, the existing facilities will be sufficient to support the required upgrades to the interior systems. This background should be made available at the time of the code review.

SUMMARY

In summary, the rink pavilion and attached building structure are generally in satisfactory condition while minor repairs are required extend the longevity of the building. The mechanical and electrical systems are generally in poor condition. The existing mechanical infrastructure is at its end of life and should be replaced when funds are available. The main electrical and panel are in satisfactory condition, however lighting is considered at the end of life and should be replaced.

It is likely feasible to upgrade the building for use as an assembly facility in some capacity. A code review by an Architect is required to start this process, and it is likely that layout change will be required, in addition to reinstatement and/or upgrading of the mechanical and electrical systems.



We trust this information is satisfactory for your purposes at this time. If you require any additional information, please don't hesitate to contact us.

Yours truly,

Tatham Engineering Limited



Madeleine Smith, B.Eng., M.A.Sc., P.Eng.
Senior Engineer, Project Manager
MPS/PP:pt
Encl.

A handwritten signature in black ink that reads 'Phillip Pfaff'.

Phill Pfaff, L.C., C.Tech., MIES
Senior Technician, Project Manager

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Photograph 1



Photograph 2



Photograph 1.1



Photograph 1.2



Photograph 1.3



Photograph 1.4



Photograph 1.5



Photograph 1.6



Photograph 2.1



Photograph 2.2



Photograph 2.3



Photograph 2.4



Photograph 3.1



Photograph 3.2



Photograph 3.3



Photograph 3.4



Photograph 3.5



Photograph 4.1



Memo

Date: September 26th, 2024

To: Mayor, Deputy Mayor and Members of Council

From: Paul Audette, Public Works Superintendent

Subject: Ford 550 / 1 Ton Safety and Repairs Budget

Council receives this memo from the Public Works Superintendent as information and approves the additional funds required to have the Ford 550/1 Ton's safety completed for continued use in 2024/2025.

The PWS has received an estimate from Griffith Bros. regarding the required work to be done to the FORD 550/1TON to be able to safety it for the 2024/2025 year. The estimated cost is \$7,606.85, this is the estimated price. The budget line for the license and repairs of this asset in 2024 was \$3,500. As of August 28th 2024, the variance report indicates that only \$1,700 remain in the 2024 budget for licensing and repairs, but the licensing for October – December 2024 has not yet been purchased. Therefore, the total expected cost to complete the work outside of the budget is \$5,905.85 plus HST. As well, it's assumed that monthly licensing will cost \$95 for the remaining three months of 2024. Therefore, with no other work being completed on the asset, its anticipated that this budget line-item actuals at the end of 2024 will exceed the 2024 budgeted amount by \$6,310.00. As per the Town of Kearney Procurement By-law, the PWS needs Council approval to go ahead with the repairs and be over budget by this amount. The truck is a 2019 and plays a crucial role in the day-to-day operations for the Public Works Department and the value is far greater than to not repair.

For commercial vehicles, the annual safeties are a must and to remain compliant with our CVOR they must take place on a yearly basis.

Prepared by: Paul Audette Public Works Superintendent



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-169

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This Agreement (this “Agreement”) is entered into as of _____ (“Effective Date”)

Between

The Corporation of the Town of Kearney, a **corporation incorporated under the laws of Ontario**, having a place of business at 8 Main St., PO Box 38, Kearney ON, POA 1M0 (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario (“CMO”)

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Material at Depots; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this Agreement respecting the collection of Blue Box Material at Depots for the applicable Eligible Community; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Agreement Term”.



4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.
5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.
6. Attached and forming an integral part of this Agreement are the following exhibits:
 - (i) Exhibit 1 – Scope of Work and Other Provisions;
 - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
 - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
 - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
 - (v) Exhibit 5 – Service Commencement Dates; and
 - (vi) Exhibit 6 – Compensation.

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IN WITNESS WHEREOF, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

The Corporation of the Town of Kearney

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“AGREEMENT TERM” has the meaning set out in Section 2 of this Agreement.

“APPLICABLE LAW” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this Agreement or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in the Regulation, except to the extent expressly set out otherwise in this Agreement.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“CHANGE NOTICE” has the meaning set in Section 8.8(a) of Exhibit 1.

“CHANGE ORDER” has the meaning set in Section 8.8(f) of Exhibit 1.

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source at a Depot.

“COLLECTION SERVICES” means the Work required by this Agreement.

“CONTRACT PRICE” means the total price payable under this Agreement, as set forth in Exhibit 6.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this Agreement.

“COST ESTIMATE” has the meaning set out in Section 8.8(b) of Exhibit 1.

“DEPOT” means a Staffed Depot or an Unstaffed Depot or a New Depot.

“EFFECTIVE DATE” has the meaning set out in the recitals to this Agreement.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of this Agreement.

“EQUIPMENT” means all machinery, apparatus and other items used in completing the Work.

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of this Agreement.

“LEGISLATIVE CHANGE” means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

“LOSSES AND CLAIMS” means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

“MANAGER” means the manager of this Agreement identified by CMO, from time to time, in writing.

“NEW DEPOT” means a new depot as agreed to by the Parties for the purposes of this Agreement.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 5 that is not an Eligible Source.

“NON-ELIGIBLE SOURCE BLUE BOX MATERIAL UNIT PRICE” has the meaning set out in Exhibit 6.

“NON-ELIGIBLE SOURCE DEDUCTION” has the meaning set out in Section 3.3(a) of Exhibit 1.

“PERSON” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator

or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“PRIME” means the Bank of Canada’s target for the overnight (interest) rate, as posted from time to time.

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“PROMOTION AND EDUCATION SERVICES” means promotion and education services described in Section 4.1 of Exhibit 1.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“RESIDENCE” has the meaning set out in the Regulation.

“RESIDENTIAL DEPOT OPERATION COSTS” has the meaning set out in Exhibit 6.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“STAFFED DEPOT” means a location listed in Exhibit 2.

“STREAM 1” has the meaning set out in Section 3.2(e)(i) of Exhibit 1.

“STREAM 2” has the meaning set out in Section 3.2(e)(ii) of Exhibit 1.

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 3.6 of Exhibit 1.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“UNSTAFFED DEPOT” means a facility listed in Exhibit 3.

“UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS” means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is

computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

“WORK” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement, including any Change Orders agreed to by the Parties.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this Agreement denotes permissive.
- (e) The words shall and will in this Agreement denote imperative.
- (f) Any capitalized term used in this Agreement that is not defined in Section 1.1 of Exhibit 1 or elsewhere in this Agreement will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

- (k) Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this Agreement may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates ("RLG") as the Manager. Notwithstanding any other provision in this Agreement, CMO may identify, in writing, its rights under this Agreement, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents provided to CMO or that may be requested by CMO and may request copies of documents;
 - (ii) shall be notified, along with CMO, pursuant to Sections 1.5 and 1.6 of Exhibit 6 and Section 8.9(b) of Exhibit 1; and
 - (iii) may provide notice to the Contractor pursuant to Section 7.3(d) of Exhibit 1.

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including receiving Blue Box Material from Eligible Sources at each Depot and storage of Blue Box Material at each Depot in a manner that meets or exceeds the standards, level, scope and quality of collection services the Depot (or, for a New Depot, a similar Depot) received immediately prior to the Transition Date and complies with the terms of this Agreement.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 24 and 25.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material at a Depot from receipt from Eligible Sources through to pick up by CMO or a contractor identified by CMO from time to time.
- (d) Ownership of the Blue Box Material received at a Depot shall not transfer to the Contractor.
- (e) All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law.
- (f) If, during the Agreement Term, there is a change in Applicable Law which is in effect as of the Effective Date that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement using a Change Order pursuant to Section 8.8 of Exhibit 1. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this Agreement.

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

CMO and the Contractor may add New Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order.

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be two-point seventy-five percent (2.75%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:
 - (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than two-point seventy-five percent (2.75%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

and, in either case, such adjusted amount shall be used in the calculation of the Contract Price for subsequent calendar months, pursuant to Exhibit 6.

3.4 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this Agreement (the "Lawful LD Period"), the Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to encourage Eligible Sources who cannot access the depot(s) because of the Lawful LD, to separate and retain their Blue Box Material during the Lawful LD Period.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this Agreement (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Contractor Default to have occurred.
- (c) Notwithstanding any provision in this Agreement to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources that do not receive collection services pursuant to this Agreement.

3.5 Access to the Work

- (a) Without limiting the generality of any other provision in this Agreement, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.
- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.5 of Exhibit 1 for the administration of this Agreement and any internal purposes.

3.6 Subcontractors

- (a) The Contractor may, subject to this Section 3.6, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause its Subcontractors to, perform the Work in accordance with the provisions of this Agreement.
- (b) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this Agreement that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

ARTICLE 4

SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

- (a) The Contractor will have primary responsibility for providing persons associated with Households information about Collection Services, including:
- the location of every depot collection site and its hours of operation;
 - a list of Blue Box Material that may be delivered to the depot collection sites;
 - a list of materials that may not be included with Blue Box Material when delivered to the depot collection sites; and
 - a telephone number and email address at which persons may receive responses to questions or concerns relating to collection.
- (b) The Contractor will utilize the Blue Box Material categories and terminology in Exhibit 4 Blue Box Material Accepted in Collection System in communications with Households.
- (c) The Contractor may:
- (i) incorporate CMO's Promotion and Education Materials in the Contractor's Promotion and Education Materials;
 - (ii) use messaging and images that are developed by CMO in the Contractor's Promotion and Education Materials for the purposes of this Agreement and for no other purpose; and
 - (iii) distribute CMO's Promotional and Educational Materials and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO.
- (d) The number of Households receiving Promotion and Education Services shall be recorded in Section 1.9(a) of Exhibit 6 and may be updated to reflect any Change Orders under this Agreement.

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this Agreement and the consummation of the matters contemplated by this Agreement have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any lower tier municipalities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such lower tier municipalities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) in performing its obligations under this Agreement, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work; and
- (f) it is a registrant within the meaning of Part IX of the *Excise Tax Act* and shall provide CMO with its harmonized sales tax (“**HST**”) number.



ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of Equipment for each Depot prior to the Eligible Community Service Commencement Date and shall submit an updated inventory of Equipment for each Depot on an annual basis.
- (b) The Contractor shall retain records for the Blue Box Material that is collected including a record of the number of containers picked up by CMO or a contractor identified by CMO, or the Manager, from time to time and the date on which the containers were picked up. The Contractor will provide a copy of the Contractor's records if requested by CMO or the Manager.

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity
 - (i) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the “CMO Indemnitees”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to:
 - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this Agreement;
 - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 5.1(e) of Exhibit 1;
 - (C) failure to comply with, or breach of, any of the Contractor’s obligations under this Agreement;
 - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this Agreement;
 - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this Agreement by CMO;

- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
 - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
 - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this Agreement, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
 - (iii) Notwithstanding any other provision in this Agreement, indemnification by the Contractor pursuant to this Section 7.1(a) of Exhibit 1 shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this Agreement, including under this Section 7.1(a) of

Exhibit 1, that is expressly intended to extend to include the Manager, as a third-party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.

(b) CMO Indemnity

CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.2 Limited Liabilities

- (a) Subject to Section 7.2(b) of Exhibit 1, the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "Contractor Liability Threshold").
- (b) The Contractor Liability Threshold and Section 7.2(a) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
- (i) all costs to complete the Work, in accordance with this Agreement that are in excess of Contract Price; and
 - (ii) indemnification by the Contractor as set out in Section 7.1(a) of Exhibit 1.
- (c) Subject to 7.2(d) of Exhibit 1, the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid

to the Contractor for the Work during the first twelve (12) months after the Effective Date (the “CMO Liability Threshold”).

- (d) The CMO Liability Threshold and Section 7.2(c) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.1(b) of Exhibit 1 for which there shall be no limit of liability.

7.3 Force Majeure

- (a) Subject to Section 7.3(b) of Exhibit 1, “Force Majeure Event” means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor’s expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor’s) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.

- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
 - (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
 - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
 - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this Agreement that it does not perform as a result of a Force Majeure Event.

- (e) For the purposes of clarification and notwithstanding any other provision in this Agreement, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this Agreement.

7.4 Agreement Termination

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this Agreement, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;

- (ii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
 - (iii) if the Parties cannot agree upon a Change Order upon thirty (30) days' written notice being provided to the Contractor.
- (c) If CMO terminates this Agreement as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii) of Exhibit 1, which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this Agreement because of a Legislative Change or pursuant to Section 7.4(b)(iii) of Exhibit 1, then, subject to the other provisions of this Agreement, CMO shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.

7.5 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this Agreement, including Section 7.4 of Exhibit 1, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this Agreement does not relieve the Contractor from any liability remaining under this Agreement.
- (c) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(b) of Exhibit 1.
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any

right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.6 Disputes

- (a) If there is a dispute between CMO and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions with the assistance of the Manager;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CMO and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.7 of Exhibit 1.

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii) of Exhibit 1, disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this Agreement or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this Agreement, nor shall the arbitrator modify or amend any of this Agreement terms.

- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.7(b) of Exhibit 1.
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

8.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

8.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, Equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures

implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of records for Blue Box Material picked up by CMO under this Agreement on request within two (2) Business Days of the request by CMO or the Manager.
- (c) All records related to this Agreement, including the Records, shall be maintained, and access granted pursuant to this Section 8.5 of Exhibit 1, throughout the term of this Agreement and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this Agreement:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in connection with this Agreement. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
 - (iv) "All risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed and the Equipment contained

therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.

- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;
 - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
 - (iii) Policies for the above must be kept continuous throughout the term of this Agreement. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to Agreement

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing.

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the

Work, CMO shall notify the Contractor of the proposed change in the Work in writing (“Change Notice”). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.

- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the “Cost Estimate”), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor’s obligations under this Agreement is required;
 - (ii) Any impact on Contractor’s ability to meet its obligations and the terms and conditions set out in this Agreement;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
 - (iv) Any change in the Contractor’s costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement (“Change Order”) in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the

Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.

- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor's Proposed Change in the Work:
- (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor's proposed change in Work;
 - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
- A change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and

- The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
 - (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
 - (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
 - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

8.9 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

8.11 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this Agreement. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and

- (iv) be responsible for any breach of this Agreement by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this Agreement, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this Agreement.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.11 of Exhibit 1 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11 of Exhibit 1 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.12 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.13 Survival

All provisions of this Agreement which expressly or by their nature survive the expiry or termination of this Agreement shall survive the expiry or termination of this Agreement, including the following: Section 7.1 (Responsibility for Damages/Indemnification), Section 7.2 (Limited Liabilities), Section 7.4 (Agreement Termination) and Section 8.11 (Confidentiality Covenant), all of Exhibit 1.

8.14 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

8.15 Revisions to this Agreement

Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.16 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.



8.17 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Manager, Procurement & Vendor Management

Email: procurement@circularmaterials.ca

With a copy to Manager:

RLG Systems Canada Inc.
175 Bloor Street East, 9th Floor, South Tower
Toronto, ON M4W 3R8
Attention: Catherine McCausland

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Town of Kearney

8 Main St., PO Box 38
Kearney ON, P0A 1M0
Attention: Paul Audette, Public Works Superintendent

Email: paul.audette@townofkearney.ca



EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Town of Kearney	King William	149 King William Street	Kearney	P0A1M0	Summer/Winter: Mon =9am to 1pm Tues =9am to 1pm Fri = 9am to 1pm Sat = 9am to 1pm Sun =9am to 1pm Holidays except Christmas and New Years= 9am to 1pm	Summer/Winter: Mon =4 hrs Tues =4 hrs Fri = 4 hrs Sat = 4hrs Sun =4hrs Holidays except Christmas and New Years= 4 hrs
	Kallio	169 Kallio Road	Kearney	P0A1M0	Summer/Winter Mon = 2pm to 5pm Tues = 2pm to 5pm Wed = closed Thurs = closed Fri = 2pm to 5pm Sat = 2pm to 5pm Sun =2pm to 5pm Holidays except Christmas, Boxing Day and New Years= 2-5 pm	Summer/Winter Mon=3hrs Tues = 3hrs Wed = 0 hrs Thurs = 0hrs Fri = 3hrs Sat = 3 hrs Sun = 3 hrs Holidays except Christmas, Boxing Day and New Years= 3hrs

***NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**



EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code
The Corporation of the Town of Kearney	None			

***NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	yes	
	Magazines and Catalogues	yes	
	Telephone Books	yes	
	Household Fine Paper	yes	
	Other Printed Paper	yes	
	Corrugated Cardboard	yes	
	Boxboard	yes	
	Gable Top Cartons	yes	
	Paper Laminates	yes	
	Aseptic Containers	yes	
Aluminum	Aluminum food or beverage cans		yes
	Aluminum Foil & Trays		yes
	Other Aluminum Packaging & Foil		yes
Plastics	PET Bottles (#1)		yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		yes
	HDPE Containers (#2)		yes
	Tubs & Lids (#2, #4 & #5)		yes
	Other Bottles & Containers (#3, #5, #7)		yes
	Plastic film (LDPE/HDPE) (#2, #4)		yes
	Plastic Laminates		yes
	Polystyrene Foam (#6)		no
	Polystyrene Crystal (#6)		yes
Steel	Steel Food and Beverage Cans		yes
	Steel Aerosols		yes
	Steel Paint Cans		yes
Glass	Flint/Clear Glass		yes
	Coloured Glass		yes

***NOTE: CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**



EXHIBIT 5: SERVICE COMMENCEMENT DATES

The table included below lists the Eligible Community Service Commencement Date when services, forming the Work described by this Agreement are to commence in each Eligible Community.

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Town of Kearney	10/1/2025

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 364 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

- (a) Residential Depot Operation Costs; less
- (b) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$1,513 per month, as adjusted in accordance with this Agreement, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$200 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority.

The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority in its 2020 Datacall. Notwithstanding any other provision in the Agreement, the Residential Depot Operation Costs shall not be increased, and the Contractor shall not receive any additional compensation, if there is an increase in such administration factor.

1.10 Total Residential Depot Operation Costs Adjustment

- (a) The Residential Depot Operation Costs for each calendar month of the Agreement Term shall be determined as follows:

Residential Depot Operation Costs = Base Residential Depot Operation Costs + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “**Base Residential Depot Operation Costs**” is the Residential Depot Operation Costs at the Agreement Eligible Community Service Commencement Date as set out in Section 1.1.
- (c) The “**Non-Fuel Price Component**” is 100% of the Base Residential Depot Operation Costs.
- (d) For the first calendar month immediately following the first annual anniversary of the Agreement Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “Non-Fuel Price Component Adjustment” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Agreement Eligible Community Service Commencement Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Operation Costs, for such calendar month and for each of the subsequent eleven (11) calendar months.

1.11 Total Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:
- (b) Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.
- (c) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.1 of Exhibit 6.
- (d) The “**CM Fuel Price Component**” is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) The “**CPI Component**” is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (f) For each calendar month during the Agreement Term, the “CM Fuel Price Component Adjustment” shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“**CM Diesel Fuel Index**”), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.
- (g) In the month of April of each calendar year during the Agreement Term, the “CPI Component Adjustment” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.12 CPI Index

For the purposes of this Agreement, “**CPI Index**” means the Consumer Price Index (All items), monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).

1.13 Changes to Indices

If the applicable publisher materially changes, discontinues or replaces the CPI Index, the CPI Index shall be subject to revisions as agreed by the Parties.

If the applicable publisher materially changes, discontinues or replaces the CM Diesel Fuel Index, CMO, in its discretion, shall choose an index to replace the CM Diesel Fuel Index.



THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-XX

**Being a By-law to authorize the signing of an agreement
between
The Corporation of the Town of Kearney
and
Circular Materials**

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 Circular Materials to provide Depot Operations;

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 26, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 26th day of September 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-42

**Being a By-law to authorize the signing of an agreement
between
The Corporation of the Town of Kearney
and
Circular Materials**

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 Circular Materials to provide Depot Operations;

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 with Circular Materials 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 26, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 26th day of September 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

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 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 The location for the entrances for the Severed Lots shall be in the following locations:

- a) Severed Lot 1 – the entrance shall be located a minimum distance of 50 metres away from the exterior (westerly) lot line measured in a straight line from the north-westerly corner of the lot (the "entrance setback"), and further shall be located wholly within the next 30 metres measured in a straight line extending from the easterly end of the entrance setback;

- b) Severed Lot 2 – the entrance shall be located such that the middle line of the entrance is aligned with the middle line of the frontage of the lot onto Riverside Drive (Riverside Drive also being legally described in this location as Block 7, 42M-647).

- 4.3 Should the Owner not complete the constructions of the entrances and obtain 911 addresses from the Municipality by September 30, 2025 in accordance with sections 4.1 and 4.2 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.
- 4.4 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.

DRAFT

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



Memo

Date: September 26th, 2024

To: Mayor, Deputy Mayor and Members of Council

From: Nicole Gourlay, Clerk- Administrator (C-A)

Subject: Council Committee Structure Direction

Council receives this memo from the C-A and provides direction on how Council would like their committee structure to be moving forward as well as creation/dissolving of different new committees.

The C-A has been reviewing the Terms of Reference and Council Committee structure over the last nine months to better understand the current structure of Council Committees that have been developed either prior to the current term of Council or at the beginning of the current term of Council.

The Committee structure in Kearney has a “typical” small town structure where Council meets regularly, and all items are brought to the Council table only. This structure typically has what some may call “advisory committees” that maybe one or two Council members sit on to have a voice from the Council table at the Committee table. Mainly the committees are made up of members of the public and through the terms of reference developed and approved by Council have a specific mandate as well as a scope of authority, reporting etc. Committee’s may provide recommendations to Council, but typically will just act in their original scope. There is no “requirement” from the structure for items to be approved at the committee level prior to it being brought to Council.

Some larger municipalities (Muskoka is like this), have a Committee of the Whole system, where Committees of Council are made up (mostly) of only Council members. Those committees typically meet monthly, and another member of Council chairs those meetings. These resolutions and minutes are then provided to Council typically, for ratification.

Most of the committees that have been created by Council and appointed members by Council are mainly “advisory committees” which are not comprised of all members of Council. The Roads Committee, however, is comprised of all members of Council as well as members of the Public. Prior to the C-A’s arrival, the committee had been established and the C-A outlined that she did not feel comfortable and confident in providing recommendations or guidance to the committee about roads. Therefore, until we had a Public Works Superintendent in the Staff, the Committee meetings should be postponed. To this date, the Town has not held another Roads Committee meeting, and Staff is hoping to gain clarity on the intent, scope and mandate of the committee from Council. If Council is looking for an opportunity to hear road concerns from

residents, another format could be a Public Meeting or Town Hall meeting with this specified on the agenda or provide an open forum should Council deem that appropriate.

Currently, the Kearney Community Centre Committee (KCCC), has also been deemed a committee of Council (similar to the Recreation Committee). In previous Municipal legislation, it was required to have a Community Centre Board with members of the public to give input on the use, needs etc. of the community building. That is no longer a requirement of the Town, and as such, by removing this as a formal "Committee of Council", it would remove the need for the KCCC to adhere to the Town's procedure by-law.

Staff would like to understand from Council the direction in which they would like their committee structure to be formed, moving forward. Staff also wanted to gain insight as to Council's preference on what committees should continue on a regular basis, if there are other committees Council would like to create for their term, or maybe create a committee for a specific project or length of time, should Council decide that be in the best interest of the Town.

Prepared by: Nicole Gourlay, Clerk - Administrator



Memo to Council

Date: August 1, 2023

To: Mayor, Deputy Mayor and Members of Council

From: Nicole Gourlay, Clerk – Administrator (C-A)

Subject: Integrity Commissioner (IC) Training

Action:

That Council receives this memo from C-A and directs the C-A on whether or not to move forward with the Integrity Commissioner Training for Council which exceeds the 2024 budget.

Information:

Staff were directed by Council through notice of motion at the June 20th regular meeting of Council to reach out to MMAH and the Town of Kearney's integrity commissioner to provide training to both Staff and Council. Staff provided a memo update on August 1st, 2024 and did not have a date that would work with Council and the IC. Costs associated with the training are \$2,800-\$3,500 regardless of the training being in person or remotely delivered. If Council would like the training to be in person, the cost would be the above noted range, plus travel costs. Mileage alone is anticipated to be a minimum of \$250.00. The tentative date scheduled is October 28th, 2024, with the timing unknown at this point, but may be determined if Council wishes to have the IC attend in person, rather than remote. Council members also asked if the training could be completed in open session to allow members of the public to hear it as well, and specific questions could be done in a closed session afterwards. The IC said that they did not see an issue with that if that's how Council would like to do it.

Council should also consider that as of the August 28th budget variance there was roughly \$1,400.00 remaining in Council budget for training and any expenses associated with the training. Since then, three members of Council will be attending the District of Parry Sound Municipal Association Fall Meeting on September 27th which the C-A expects to bring the remaining training budget down to \$1,000.00. Which means at minimum this training would exceed Council's training budget of \$1,500.00. Although over budget, training from the IC is always beneficial from the C-A's experience. The decision to exceed the budget line is left for Council to choose.



Memo to Council

Date: September 26, 202

To: Mayor, Deputy Mayor and Members of Council

From: Nicole Gourlay, Clerk – Administrator (C-A)

Subject: IT Update

Action:

That Council receives this memo as information only from the C-A.

Information:

Staff have been working with the Town's IT contractor to finalize the last stages of the revamp that Council agreed to one year ago. There are a couple of items that will be completed over the next couple of weeks including multi-factor authentication and ordering of the new Munisoft Server to get built and ready for the migration date with Munisoft. Munisoft will not book a date to migrate our server, until they have confirmation that the server is ready to go from our IT service provider. The server has been ordered and we've requested that service be interrupted between the dates of November 9th – November 21st, if at all possible to perform the migration. That will give Staff an opportunity to ensure that everything is working on test before requiring the system for payroll. The server is still coming in under budget and once this item is complete, five members of Staff will have access to Munisoft to provide general information to members of the public about their taxes which will free up a lot of time for Treasury Staff. This will also give other Staff the ability to receipt payments and provide a formal receipt to members of the public instantly.



Town of Kearney

COUNCIL RESOLUTION # _____-24

Date: September 26, 2024

MOVED BY:

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

SECONDED BY:

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

WHEREAS the organizers of the Santa Claus Charity Ski Show 2024 have requested to close Main St from Lakeview Ave to Rain Lake Rd from 12pm to 3pm on November 2, 2024;

AND WHEREAS Staff and emergency personnel have been notified and have no concerns with the closure of the road;

NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Town of Kearney authorizes the closure of Main St between Lakeview Ave and Rain Lake Rd on November 2, 2024 from 12pm to 3pm for the Santa Claus Charity Ski Show.

CARRIED _____

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



Welcome to our September 2024 Newsletter

Included in this issue:

- WQM & LPP
- Bears
- Santa Claus Charity
Water Ski Show



WQM & LPP

By Stan Walker

Our Water Quality Monitoring (WQM) program has been completed for this year. *Many thanks to all our Lake Stewards who help to make this valuable program possible!* This program would not be possible without their assistance.

Many of these same people also participate in the Lake Partners Program (LPP) run by the Ministry of the Environment (which we know as DESC based in Dorset). The raw LPP data for our lakes up to the end of 2022 is on the KWEF website: www.kwef.ca.

***Lake Partners Volunteers: please send copies of your Secchi readings to me by email:
stan.kwef@gmail.com.***

If anyone is planning on not continuing with the Lake Partners Program next year, please let us know.

If you know of someone who would like to take over your volunteer job that would be great, otherwise we will try to find a replacement. It is important to keep each of our lakes continuously enrolled in this program.

Thanks again for everyone's help and support!

We plan to create graphs of the LPP Secchi and TP (Total Phosphorous) data for each lake and add that to the website as well. Graphing the data makes it easier to identify trends or similarities between the lakes. I also need to get busy this fall and get all the WQM reports up on our website.



Bears

In the past month, there have been a number of bear sightings in Kearney. In Ontario, black bears can range from black to cinnamon or brown in colour. All are considered black bears. They live throughout most of Ontario, and primarily inhabit forested areas where they are best able to find food, refuge and den sites.

Bears' entire life revolves around food. When they are not hibernating, bears spend most of their time looking for food. From the time they come out of hibernation until berry crops are available, bears live off their stored fat and the limited energy provided by fresh spring greens. Although they are formally classified as carnivores, meaning they mostly eat meat, their diet is truly omnivorous, meaning they eat both plants and animals. They get most of their food energy by feeding on summer berry crops like blueberries, raspberries, and cherries. In the fall, they turn their attention to hazel nuts, mountain ash, acorns and beech nuts.

Though black bears will eat carrion, insects, fish, deer fawns and moose calves, the bulk of their diet is plant material. Their natural preference is to find lots of high energy food, like berry patches, that will help them fatten up fast. Their survival and ability to have and raise young depend on their ability to put on weight before going into winter hibernation. The availability of their natural food varies from season to season and from year to year and will affect their reproduction rate.

When there is a lot of natural foods available, the number of reported bear sightings are lower. When natural food sources are scarce, reported sightings are higher because black bears will look for alternative food sources, sometimes in urban or developed areas.

Bears need 20,000 calories a day to prepare for hibernation— that's 78 pounds of blueberries, 672 acorns, nearly 25,000 tent caterpillars or one seven-pound birdfeeder filled with black oil sunflower seed.

Black bear sizes will vary greatly year over year and depend on the availability of natural foods.

When fully grown female black bears can weigh up to 300 pounds, but on average weigh 140 pounds. Male black bears can weigh up to 500 pounds, but on average weigh 200-250 pounds

Most human-bear conflicts occur when bears are attracted by smells and rewarded with an easy meal. When bears pick up a scent with their keen noses, they will investigate it – even at your house. If bears are rewarded with feasts of bird food, garbage or pet food, they will return as long as the food source is available. It takes all of us working together to eliminate these attractants and to stop bear problems.

Here are some tips to help avoid these unwanted visitors:

- ✓ fill bird feeders only through the winter months
- ✓ keep your pets on a leash
- ✓ store garbage in a bear-resistant container with a tight-fitting lid, secure shed or garage
- ✓ do not store garbage in plywood boxes, old freezers or vehicles
- ✓ do not stockpile garbage — take it to an approved waste disposal site regularly
- ✓ if you have garbage pickup, only put garbage out on garbage day, not the night before
- ✓ keep meat scraps in the freezer until garbage day
- ✓ remove grease and food residue from barbecue grills, including the grease trap, after each use
- ✓ do not use outdoor fridges or freezers, including beverage fridges, as these may attract bears to your property
- ✓ do not put meat, fish or sweet food, such as root vegetables and fruit in your outdoor composter
- ✓ pick all ripe fruit off trees, and remove vegetables and fallen fruit from the ground
- ✓ never purposely feed bears (or other wildlife) or try to approach them



If you are a seasonal resident or snowbird, before you leave your house or cottage for an extended period of time, make sure that you:

- ✓ Remove your garbage
- ✓ Use a strong disinfectant to eliminate all odours from garbage and recycling containers and lids
- ✓ Never discard cooking grease outside: place it in a container with a lid, transfer it to a plastic bag and include it with other properly stored garbage
- ✓ Clean and store your barbeque in a secure shed
- ✓ Do not leave any food or food scraps outdoors for pets or other wildlife
- ✓ Do not leave scented products outside; even non-food items like suntan lotion, insect repellent, soap and candles attract bears
- ✓ Close and lock all windows and doors
- ✓ Have someone you trust check in and look for signs of a bear visitor or break in

Source: www.ontario.ca

SATURDAY, NOVEMBER 2ND 2024
1PM, MIRROR BAY, KEARNEY



**SANTA CLAUS
CHARITY SKI SHOW**

IN SUPPORT OF THE LIONS CLUB FOOD DRIVE

DONATE VIA E-TRANSFER TO SANTASKISHOW@GMAIL.COM



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



SAVE THE DATE
The 6th Annual RED Gala

Prosperity By Design:
Shaping Positive Generational Change



MARK YOUR CALENDARS FOR AN EVENING OUT
WITH SPECIAL GUEST SPEAKER PENNY TREMBLAY
FOUNDER OF THE TREMBLAY LEADERSHIP CENTER AND THE SANDBOX SYSTEM.
FEATURING A LOCAL BUSINESS PANEL
CATERED DINNER WITH NORTHPOINT CATERING
CASH BAR



THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-42

**Being a By-law to authorize the signing of an agreement
between
The Corporation of the Town of Kearney
and
Circular Materials**

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 Circular Materials to provide Depot Operations;

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 with Circular Materials 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 26, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 26th day of September 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-43

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 26th day of September, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk