

TOWN OF KEARNEY

AGENDA – AMENDED

Thursday December 19, 2024 – 6:00 p.m.

REGULAR COUNCIL MEETING

Council Chambers

Thursday December 19, 2024 – 6:00 p.m.

A Moment of Silence to honour the memory of Jim Skelton

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

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

4. Delegations/Presentations

4.1. **Presentation from Chris Bevan, Kennedy Insurance - (updated package information)**

5. Consent List

5.1. November 28, 2024 Council Meeting Minutes

5.2. Payment Register

5.3. Transfer Station Report

5.4. Resolution Report

5.5. Library Board Minutes – June 26, September 25, October 22, November 27

5.6. Support Resolution from the Township of Nairn and Hyman Re: Opposition to the Transportation and Deposition of Naturally Occurring Radioactive Material

5.7. AHHC Meeting Minutes December 5, 2024

6. Items Referred from the Consent List

7. Items for Discussion

~~7.1 — SR-2024-57 Process to Recover Costs with Property Standards~~

7.1. DRAFT Emergency Management Plan

7.2. Report to Council from Fire Chief Re: New Fire Fighter

7.3. Council Meeting Dates 2025

7.4. Revised DRAFT Agreement with Armour Township –

- Proudfoot Rd Maintenance
- 7.5. DRAFT Agreement Jillian Peever – Kids Dance Classes
 - 7.6. FONOM Registration
 - 7.7. Letter to Minister Calandra Re: Additional Residential Units
 - 7.8. AHHC Cost Recovery Options Discussion Paper - December 2024
 - 7.9. DRAFT Agreement of Purchase & Sale: Part Lot 1 CON11 BETHUNE as in BE234 except Part 6 42R3606; (Follick)
 - 7.10. DRAFT Treasurer Appointment By-law – Jenny LeBlond

8. Other Business

9. Correspondence for Information

- 9.1. Municipal Accountability Act 2024 Update from MMAH re: Integrity Commissioner Process & Province wide Council Code of Conduct

10. Bylaws

- 10.1 Procedural By-law
- 10.2 Fees & Charges By-law
- 10.3 Enter into an agreement with Armour Township
- 10.4 Enter into an agreement with Jillian Peever
- 10.5 Being a By-law to enter into an agreement of purchase and sale (Follick)
- 10.6 Treasurer Appointment By-law – Jenny LeBlonde

11. Closed Session

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

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

12. Confirming Bylaw

13. Adjournment



2025 Municipal Insurance Program

Corporation of the Township of Kearney and Kearney and Area Public Library Board

Renewal Report for the Policy Term January 1, 2025 to January 1, 2026

In Partnership with:
Chris Bevan BBA, CRM, CAIB
Kennedy Insurance Brokers Inc.
160 King Street W
North Bay, ON P1B 5Z7

Submitted by: Intact Public Entities Inc.
Address: 278 Pinebush Rd., Suite 200
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000
email: connectwithus@intactpublicentities.ca

Prepared by:
Jason Gervais, CRM, C.Tech, R.I.B. (Ont.)
Regional Manager

Ref 37125/ed 11 December 2024

How to Report a Claim

Steps you need to take to report a claim:

1. During business hours please **call your broker** (if applicable) or **IPE** at 1-800-265-4000 or email at mail.claims@intactpublicentities.ca.
2. For **legal expense claims** please call **ARAG** at 1-855-953-1434.
3. For **automobile claims** please call IPE at 1-800-265-4000 or email at mail.claims@intactpublicentities.ca.
4. For **cyber incidents** please carefully review your cyber policy to identify the Subscribing Partner and their corresponding claims contact information.
5. **After hours**, please call 1-866-287-4971.

Property Damage

Have you experienced property damage from a storm, flood, or fire? Have you found mould or asbestos? Call **On Side Restoration**, the IPE preferred vendor for your property restoration needs.

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Update Your Records

Paying Your IPE Insurance Policy

1. If paying electronically, update your payables system if necessary to reflect **IPE as a payee**. Information on adding IPE as a payee can be found with your monthly statement.
2. **Look for IPE**, not Intact Insurance in your payables system – we are separate companies.
3. IPE is a subsidiary of Intact Financial Corporation. Please continue to **submit payment to us** without amalgamating any payments to Intact Insurance.
4. **We have our own payment terms and methods** that may be different than Intact Insurance. We cannot transfer payments between companies if misapplied. Amalgamating payments may result in the accrual of late fees on your account.
5. **Please see your policy for IPE's banking information.**
6. For all **finance inquiries** please email finance@intactpublicentities.ca.

About IPE

IPE is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives IPE the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. IPE is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about IPE visit www.intactpublicentities.ca.

IPE is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

IPE is a licence-holder through the Registered Insurance Brokers of Ontario (RIBO) and in multiple jurisdictions across Canada, and as such we are required to disclose our professional duties and obligations to you as a current or potential client. Learn about our principles of conduct, how we are compensated by the insurers we represent, and see our privacy policy by reviewing the following:

[Code of Consumer Rights and Responsibilities](#)

[CISRO Code of Conduct for Insurance Intermediaries and Fact Sheet – About Your Registered Insurance Broker](#)

[Broker Compensation Disclosure](#)

[Our Privacy Promise](#)

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Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

Innovative

New Products & Services

Cyber Risk Insurance
Fraudulently Induced Transfer
Road Reviews
Fleet Management

In-House

Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



Municipal Market Share Leader in Ontario



**First Municipal Client
The Village of Ayr, Ontario**

The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for IPE to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



**MGA
Advantage**



**Risk Management
Services**



**Claims Management
Services**

*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

Best in Class Value Added Services

IPE offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

Advocacy & Municipal Association Support

IPE employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

IPE advocates and supports your public entities across the country.



Risk Management

Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

Roads & Sidewalks

Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

Driver Education

Fleets and individual drivers can receive comprehensive driver education through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

Municipal Education

We develop and provide customized sessions on specific risk issues for your municipality. These customized sessions can be tied to a claims review, documentation review, policy & procedure review or any risk issue facing your municipality.

We provide training on any topic of your choosing and can be offered either in-person or virtually. The sessions will be developed and delivered by specialists in the field and are recorded and made available to you so your managers can use them at any time to train new staff or as a refresher for existing staff.

Reviews & Analysis

Contract Reviews

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

Policy and Procedural Reviews

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

Risk Management Centre of Excellence

The IPE [Risk Management Centre of Excellence](#) is an online resource that provides clients with the information and tools needed to manage a myriad of risk issues. The Centre of Excellence is the hub for articles, information, case studies, and useful templates that can transform your municipality's risk management results. The Centre of Excellence is available 24/7 and is continually updated with timely and relevant content.

Claims Services

Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

Your Insurance Coverage

Important Information

General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	15,000	15,000,000 Per Occurrence No Aggregate
Voluntary Medical Payments	Nil	50,000 Per Person 50,000 Per Accident
Voluntary Property Damage	Nil	50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees	Nil	50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	15,000 Per Claimant	Included
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form Retroactive Date : January 1, 2023	15,000	2,000,000 Per Claim 2,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	15,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	250,000
Environmental Liability (Claims Made Form)	15,000	3,000,000 Per Claim 5,000,000 Aggregate

*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

Follow Form – Excess Liability Coverage Description

(\$) Limit of Insurance

Excess Limit	10,000,000
Underlying Policy	(\$) Underlying Limit
General Liability	15,000,000
Abuse Exclusion Applies	
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000
Owned Automobile	15,000,000

Follow Form - Excess Liability*

Coverage Description	(\$)	Limit of Insurance
Excess Limit	25,000,000	Occurrence
Underlying Policy	(\$)	Underlying Limit
General Liability	25,000,000	
Abuse Exclusion		Applies
Errors & Omissions Liability	25,000,000	
Non-Owned Automobile	25,000,000	
Owned Automobile	25,000,000	

*Subject to Minimum Retained

Total Limit of Liability (\$) 50,000,000

Crime

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)			1,000,000	
Loss Inside the Premises (Broad Form Money & Securities)			200,000	
Loss Outside the Premises (Broad Form Money & Securities)			200,000	
Audit Expense			200,000	
Money Orders and Counterfeit Paper Currency			200,000	
Forgery or Alteration (Depositors Forgery)			1,000,000	
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)			200,000	

Schedule of Coverage

Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured Mayor and Four (4) Councillors		
Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
24 Hour Coverage Endorsement		Included
Critical Illness: Persons Insured Three (3) Persons		
Critical Illness (Subject to satisfactory application)		10,000
Volunteers Accidental Death & Dismemberment		50,000
Paralysis		100,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		250

VFIS Coverages

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Firefighters Accidental Death & Dismemberment		\$100,000
On Duty		Included
Off Duty		Included
Number of Firefighters Insured		18
Disability Benefit 1 st 4 weeks		\$300
Disability Benefit after 4 weeks		\$900

Conflict of Interest

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses		100,000 Per Claim No Aggregate

Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost		100,000 500,000 Aggregate

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Property

Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	5,000	RC	12,134,770
Scheduled Items Coverage, Deductible and Basis of Settlement as per Schedule	Refer to Schedule		675,000
Excluded Item or Locations	Refer to Schedule		Refer to Schedule

Property Supplemental Coverage

(Included in the Total Sum Insured unless otherwise specified in the wording)

Building By-laws	5,000		5,000,000
Building Damage by theft	5,000		Included
Debris Removal	5,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	5,000		Included
Electronic Computer Systems Breakdown	5,000		42,500
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	5,000		90 Days
Expediting Expense	5,000		Included
Fire or Police Department Service Charges	5,000		Included
First Party Pollution Clean-up	5,000		1,000,000
Fungi and Spores	5,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	5,000		Included
Furs and Jewellery	5,000		25,000
Inflation Adjustment	5,000		Included
Live Animals Birds or Fish	5,000		25,000
Newly Acquired Property	5,000		1,000,000
Professional Fees	5,000		Included
Property and Unnamed Locations	5,000		Included

Property Temporarily Removed Including while on Exhibition and during Transit	5,000	Included
Recharge of Fire Protection Equipment Expense	5,000	Included
Sewer Backup and Overflow	5,000	Included

Municipal & Public Administration Extension Endorsement

(In Addition to the Total Sum Insured unless specifically scheduled in the wording)

Accounts Receivable	5,000	500,000
Bridges and Culverts	5,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	5,000	100,000
Buildings in the Course of Construction Reporting Extension By Laws – Governing Acts	5,000	1,000,000
Consequential Loss Caused by Interruption of Services		
On Premises	5,000	Included
Off Premises	5,000	1,000,000
Cost to Attract Volunteers Following a Loss	5,000	10,000
Docks, Wharves and Piers	5,000	100,000
Errors and Omissions	5,000	Included
Exterior Paved Surfaces	5,000	50,000
Extra Expense	5,000	500,000
Fine Arts		
At Insured's Own Premises	5,000	25,000
On Exhibition	5,000	100,000
Fundraising Expenses	5,000	10,000
Green Extension	5,000	50,000
Growing Plants		
Any One Item	5,000	1,000
Per Occurrence	5,000	100,000
Ingress and Egress	5,000	Included
Leasehold Interest	5,000	25,000
Master Key	5,000	25,000
Peak Season Increase	5,000	25,000
Personal Effects	5,000	25,000
Property of Others	5,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	5,000	25,000
Signs	5,000	Included
Vacant Property	5,000	1,000,000
Valuable Papers	5,000	500,000

Business Interruption		
Rent or Rental Value	5,000	500,000
Additional Endorsements		
Virus and Bacteria Exclusion		
Earthquake Coverage		
Earthquake Coverage	3% Minimum \$100,000	Included
Notes Applicable to Earthquake Coverage		
<ol style="list-style-type: none"> 1. Earthquake coverage applies to: all property insured unless it is specifically excluded. Specifically excluded property will be shown under Changes to Your Insurance Program – Property in this Report. 2. Deductible is applicable to each premises. 		
Earthquake Aggregate – Applicable to All Provinces		"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "earthquake".
Flood Coverage		
Flood Coverage	\$ 25,000	Included
Notes Applicable to Flood Coverage		
<ol style="list-style-type: none"> 1. Flood coverage applies to: all property insured unless it is specifically excluded. Specifically excluded property will be shown under Changes to Your Insurance Program – Property in this Report. 2. Deductible is applicable to each premises. 		
Flood Aggregate – Applicable to All Provinces		"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "flood".

(\$) Total Amount of Insurance \$15,479,770

RC = Replacement Cost ACV = Actual Cash Value VAL = Valued

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	5,000	50,000,000 Per Accident
Extra Expense	24 Hours	500,000
Consequential Damage	5,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption	24 Hours	25,000
Public Relations Coverage		10,000
Gross Rents	24 Hours	500,000

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Liability		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy

Direct Compensation – Property Damage

*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.

Loss or Damage**

Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	VRS	Included
Endorsements		
Fire Department Vehicles		Included
Replacement Cost		Included
#20 - Coverage for Transportation Endorsement		900/Occ
#21B - Blanket Fleet Coverage		No Adjustment
#32 - Use of Recreational Vehicle by Unlicensed Operators		Included

* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.

Coalition - Cyber Liability

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Policy Aggregate Limit of Liability including claims & expenses		
Network & Information Security Liability	\$10,000	\$2,000,000
Regulatory Defense & Penalties	\$10,000	\$2,000,000
Funds Transfer Liability	\$10,000	\$2,000,000
PCI Fines, Expenses & Costs	\$10,000	\$2,000,000
Cyber Extortion & Ransomware	\$10,000	\$2,000,000
Multimedia Content Liability	\$10,000	\$2,000,000
Business Interruption & Dependent Business Loss	8 Hours	\$2,000,000
i.Resultant from Security Failure	\$10,000	\$2,000,000
ii.Resultant form Systems Failure	\$10,000	\$2,000,000
Limit of Coverage for Privacy Breach Response & Additional Coverages		
Breach Response Services **	\$0	\$2,000,000
Breach Response Costs **	\$10,000	\$2,000,000
Crisis Management & Public Relations	\$10,000	\$2,000,000
Digital Asset Restoration	\$10,000	\$2,000,000
Computer Replacement & Bricking	\$10,000	\$2,000,000
Reputational Harm Loss	Waiting Period: 14 days	\$1,000,000
Court Attendance	\$0	\$50,000
Invoice Manipulation	\$10,000	\$250,000
Service Fraud including Cyptojacking	\$10,000	\$100,000
Funds Transfer Fraud, Personal Funds Fraud & Social Engineering	\$25,000	\$250,000

Facility User Solution

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Commercial General Liability *an abuse exclusion is included within the wording	Nil	2,000,000
Non Owned Automobile	Nil	2,000,000
Medical Expenses – Per Person	Nil	10,000

Cost Analysis

	Expiring Program Term	Renewal Program Term
Casualty		
General Liability	\$ 68,240	\$ 70,970
Errors and Omissions Liability	10,934	11,371
Non-Owned Automobile Liability	108	108
Environmental Liability	4,120	4,285
Crime	879	879
Board Members Accident	1,051	1,051
Volunteers' Accident	216	216
VFIS Covergae (18 Members)	3,323	3,323
Conflict of Interest	324	324
Legal Expense	861	891
Facility User Solution	750	1,800
Cyber Liability	12,250	12,068
Property		
Property	16,926	25,465
Equipment Breakdown	628	935
Automobile		
Owned Automobile	40,002	41,202
Excess		
Follow Form- 1 st layer	2,823	2,992
Follow Form – 2 nd layer	3,497	3,707
Total Annual Premium	\$ 166,932	\$ 181,587
(Excluding Taxes Payable)		

Kennedy Insurance Brokers – Renewal Comments

Prior to and through the COVID-19 pandemic, the Ontario Municipal Insurance marketplace experienced increased premiums due to various factors which created a “hard market” condition. Increased claims costs continue to be realized by Municipalities however, Insurers are beginning to reduce their minimum annual increases primarily across the Liability, Property & Automobile coverages.

Some of these costs include increased property damage losses driven by environmental factors such as climate change and a stressed Canadian construction industry with supply chain and increased cost pressures. Further, increased litigation judgements and expenses are also placing more pressure on Municipal Insurers.

Intact Public Entities (IPE) and Kennedy Insurance Brokers have negotiated with the subscribing Insurers to secure the best possible premium rates for the Corporation of the Town of Kearney with premium increases being reduced to the minimum amounts where available. Many coverages continue with the expiring premium.

Intact Public Entities has confirmed the following:

Liability:

- Coverages included received the minimum 4% rate increase requested from participating Insurers within the Intact Public Entities program.
- The Kearney and Area Public Library Board has been added to the policy as a named Insured for no additional premium.
- Cyber Liability premiums have not increased from the prior term.

Property:

- Building values have received 5% automatic inflationary protection, reduced from 11% in 2023 and 2024.
- “Property of Every Description” limit is \$12,134,770 with an additional \$675,000 in scheduled equipment assets. Property supplemental coverages are in addition to these limits.
 - The expiring Property of Every Description limit of \$7,058,576 was increased by 71% to include updated replacement costs to property as estimated by The Town of Kearney.
 - Assets that received increased insurable limits: Municipal Office, Fire Hall, Equipment Depot, Cold Storage and Contents limits across all locations.
 - With the updated Statement of Values form submitted by Executive staff, blanket coverage continue through 2025 for the “Property of Every Description” assets.
 - In 2025, it has been requested by staff to have Intact Public Entities provide risk management services and confirm the replacement costs estimated by the Town of Kearney.
 - Total Insured value \$15,479,770
 - Increased premium realized has been generated by increased coverage limits.

Automobile:

- Automobile (21B Fleet) coverage has received the minimum rate increase (2.9%) for IPE Municipal clients.

The overall 8.7% annual premium increase for the Municipal portfolio is in line with the average presented to Intact Public Entities clients for 2025, increased property coverage included. Excluding the property policy, the overall change in premium from the expiring 2024 term is 4%.

Program Options

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

If Council requests review of the optional coverages, Executive Staff can connect with Kennedy Insurance Brokers at any time to review.

Increased Limits of Liability

- At the request of Council, Kennedy Insurance Brokers can approach all Insurers participating in the Municipal program for increased limits of Liability.

Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

Property Coverage – Income Replacement

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.

VFIS “On Duty” Coverage

- Increase the Principal sum insured from \$100,000 to \$150,000
- Increase Total Disability Benefit to \$500 / week (1st 28 days) and \$1,000/week (after 28 days)
- Increase both options, Principal Sum & Disability limits

Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. Please be advised of the following changes to your insurance program that now apply:

Named Insured

- We have amended the Named Insured to include the Library Board – CORPORATION OF THE TOWN OF KEARNEY AND KEARNEY & AREA PUBLIC LIBRARY BOARD.

Community Safety and Policing Act, 2019 (CSPA)(Ontario) Changes

- The Almaguin Highlands O.P.P. Detachment is excluded in its entirety.

General Conditions, Statutory Conditions and/or Additional Conditions Changes

- We have added or amended the General Conditions, Statutory Conditions and/or Additional Conditions to your policy. The changes include the addition of a Trade and Economic Sanctions Clause and Choice of Law and Jurisdiction Clause. Please review the **Notice of Wording and Form Changes** at the end of this section for further information.
- The Property Conditions have also been amended and the new form **Property Conditions in Addition to Provincial Conditions** now applies. Please review the **Notice of Wording and Form Changes** at the end of this section for further information.

Property Policy

Building Values Increased

- Building values have been increased in order to reflect inflationary trends.

Automobile Policy

- The OPCF 21B Endorsement 50/50 is converted to No Adjustment at renewal.

The Corporation of the Town of Kearney
REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, November 28, 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)
Paul Schaefer, Fire Chief (FC)

Staff were present for the entirety of the meeting.

A Moment of Silence was held to honour the memories of Marilyn Boyd and Dona Leflar

1. **Call the Meeting to Order**
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**
Resolution 2024- 371
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of November 28, 2024 as circulated
CARRIED
3. **Disclosure of Interest**
Councillor Sharer declared a pecuniary interest regarding agenda item 5.2 (payment register)
Councillor Beaucage declared a pecuniary interest regarding agenda item 5.2 (payment register)
Councillor Pateman declared a pecuniary interest regarding agenda item 7.5 (Telethon donation)
4. **Delegations/Presentations/Public Meetings**
Kick-Off to the Town of Kearney Strategic Plan, Official Plan and Zoning By-law Update
Resolution 2024-372
Moved by: Councillor Beaucage, Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney wishes to thank EcoVue Consulting for their Kick-off Presentation and looks forward to working together on this important project.
CARRIED
5. **Consent List**
Resolution 2024-373
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, November 28, 2024, be accepted and that all recommendations or support contained therein be adopted and approved as resolutions of Council
CARRIED
6. **Items Referred from the Consent List**
Nil

7. Items for Discussion

7.1 Fire Chief Updates – 314

Resolution 2024-374

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts the Fire Chief's report regarding Pumper/Tanker 314; AND FURTHER that Council approves the payment of the total cost of repairs, testing and delivery for Pumper/Tanker 314 at a cost of \$9,112.25 to Battlefield Industries.

CARRIED

7.2 DRAFT Fees & Charges By-law

Resolution 2024- 375

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney gives Staff direction to remove the setup fee in Schedule "D" for community centre fees in the Fees and Charges By-law.

CARRIED

7.3 DRAFT Procedural By-law

Resolution 2024-377

Moved by: Councillor Beaucage; Seconded by Deputy Mayor Rickward

WHEREAS the Council of the Corporation of the Town of Kearney requested at the November 14, 2024 meeting that Staff provide a DRAFT updated Procedural By-law; AND WHEREAS Staff have provided a DRAFT updated Procedural By-law; NOW THEREFORE BE IT RESOLVED that Council accepts the DRAFT Procedural by-law with the noted amendments; AND FURTHER Council directs Staff to proceed with passing the DRAFT Procedural by-law with the noted amendments at the December 19, 2024 meeting.

CARRIED

7.4 Declare surplus lands – PT LT 1 CON 11 BETHUNE as in BE234 except PT 6 42R3606 s/t BE234 (Follick)

Resolution 2024-377

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

WHEREAS the Council of the Corporation of the Town of Kearney gave direction in resolution 2024-255 to gift the lands formerly owned by the Follick family back to the Follick family; AND WHEREAS, in accordance with By-law 2024-20 being the Sale of Land By-law, Council must declare the lands to be surplus lands prior to gifting; NOW THEREFORE BE IT RESOLVED that Council hereby declares the lands known as Pt Lt 1 Con 11 Bethune as in BE234 except Pt 6 42R3606 s/t BE234 to be Surplus Lands in accordance with By-law 2024-20 Sec. 4.1

CARRIED

7.5 Telethon Lions Donation

Resolution 2024-378

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney, in accordance with a request from the Kearney Lions Club, authorizes a donation in the amount of \$630.33 to the 2024 Children's Christmas Telethon

CARRIED

7.6 Waste Management Update

Resolution 2024-379

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

WHEREAS Council has requested updates to Waste Management items at the September 26, 2024 Regular Council Meeting; AND WHEREAS Staff have presented SR2024-71; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts Staff Report SR2024-71; AND FURTHER directs Staff to commence implementation of reported actions.

CARRIED

7.7 FONOM Economic Development Course Attendance

Council discussed the available course and the implications of a 12-week required attendance and determined they will consider this at a later date.

7.8 Report to Council from Fire Chief Re: New Fire Fighter

Resolution 2024-380

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

WHEREAS the Council of the Corporation of the Town of Kearney has received the Fire Chief's report regarding an application from Rhys Davies to join the Fire and Emergency Services team;

NOW THEREFORE BE IT RESOLVED that Council graciously accepts Rhys Davies' application to join the Fire and Emergency Services team and thanks him for his application; AND FURTHER that the Fire Chief has discretion to determine the length of probation.
CARRIED

Resolution 2024-381

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney gives permission to the Fire Chief to put a Fire Truck in the Burk's Falls Santa Claus Parade.
CARRIED

8. Other Business

8.1 Notice of Motion re: Cost Recovery – Councillor Beaucage

Resolution 2024-382

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

WHEREAS the Town of Kearney has incurred costs regarding the expenses for property standards cleanups and building code infractions; AND WHEREAS THE Council of the Corporation of the Town of Kearney has incurred costly expenses for these situations, a legal opinion should again be sought from our current solicitor to address the Municipal Act, 2001, Section 398; AND WHEREAS Section 398 of the Municipal Act, 2001, gives municipalities the power to add fees and charges to a property's tax roll and collect them like municipal taxes; NOW THEREFORE BE IT RESOLVED Council give direction to staff to prepare a report for the December 19, 2024 Council meeting regarding the expenses incurred by the Town for property standards cleanups and building code infractions for cost recovery measures.
CARRIED

8.2 Notice of Motion re: Transfer Station – Councillor Beaucage

Resolution 2024-383

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

WHEREAS The Council of the Corporation of the Town of Kearney review the transfer station fees and description of construction waste which were set at the Regular Council meeting of November 14, 2024, at the amount of \$1.50 per cubic foot; AND WHEREAS construction waste is defined in By-law 2023-64 Schedule F; AND WHEREAS construction waste does not list household garbage brought into the site in a larger capacity than bags or five-gallon pail, such as truck or trailer load; AND WHEREAS By-Law 2015-42 Schedule A, item 4.3 states that the Attendant will set fees for over and undersized loads; AND WHEREAS Council has been provided with further Information by the Transfer Station Attendant for Council's consideration; NOW THEREFORE BE IT RESOLVED in order to best serve the interests of our residents, members of Council discuss the new suggestions provided by staff at our Regular Council meeting on November 28, 2024.
CARRIED

Resolution 2024-384

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney gives Staff direction to bring back a waste management by-law update early in 2025 with the following items identified specifically:

- 1) Hours of operation
- 2) definitions
- 3) construction and brush at King William Street

CARRIED

9. Correspondence for Information

Resolution 2024-385

Moved by Deputy Mayor Rickward; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the list of Correspondence of November 28, 2024

CARRIED

10. By-laws

10.1 Zoning By-law Amendment – Maguire

Resolution 2024-386

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

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

10.1 By-law 2024-50 Being a By-law to Amend the Zoning By-law 2022-20

CARRIED

11. Closed Session
Nil

12. Confirming By-law

Resolution 2024- 387

Moved by: Councillor Sharer; Seconded by; Councillor Pateman

BE IT RESOLVED that By-law 2024-45 being a by-law to Confirm the Proceedings of the Regular Meeting of November 28, 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 2024-388

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

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 8:20 pm

CARRIED

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT

Town of Kearney
Cheque Register Report Nov 22 - Dec 9/24
Batch: 2024-00076 to 2024-00080

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34289	2024-11-22	A.Miron Topsoil Ltd. P/W Screened Winter Sand	44,746.51
34290	2024-11-22	Bradnick Construction Services KCC Renos Draw 19	13,300.24
34291	2024-11-22	Bugelli, Lisa Fitness October Instructor Fees	702.20
34292	2024-11-22	Fitness Essentials with Cindy Leggett Fitness (Country Fusion) Instruct Issued To: Cindy Leggett Fees	340.00
34293	2024-11-22	Gourlay, Nicole Admin Training Expenses	522.97
34294	2024-11-22	Grant Thornton LLP 2023 Financial Statement Audit	8,301.77
34295	2024-11-22	Lattal Law Conflict Resolution Services Legal HR investigation	30,109.86
34296	2024-11-22	LEA-Larocque Elder Architects KCC Renos Progress billing 34	3,130.00
34297	2024-11-22	Mashinter, Amanda Fitness October Instructor Fees	158.20
34298	2024-11-22	Mathews, Dinsdale, & Clark Cupe (876.88) General HR (4576.50)	5,453.38
34299	2024-11-22	Scott McKay P/W Part Clothing Allowance	242.32
34300	2024-11-22	Ransome Well Drilling Ltd F/O Water System Supplies	1,050.67
34301	2024-11-22	Royal-Canadian Legion VOIDED	65.00
34302	2024-11-22	UFCW Local 175 F/O UFCW Annual Dues	2,200.00
34303	2024-11-22	Waterhouse Executive Search Admin Treasurer Recruitment	22,035.00
34304	2024-11-29	Abell Pest Control KCC & P/W Monthly Pest Control	234.70
34305	2024-11-29	Abitibi Sled Dogs Dog Sled deposit for Tours.	500.00
34306	2024-11-29	ACE Accent Controles Elec, Inc P/W GPS Activation 2024 Freightliner	480.25
34307	2024-11-29	Township Of Armour Bylaw Oct hrs/KMS/Exps. (6,227.98)	6,352.98
34308	2024-11-29	Armstrong, Dan 2024 Joint Audit Compliance (125.00) F/O Santa Claus Event	1,000.00
34309	2024-11-29	Audette, Paul P/W Clothing Allowance	350.00
34310	2024-11-29	Battlefield Equipment Rentals P/W Shop Supplies (565.00) P/W loader Cat Rental (5505.36)	6,070.36
34311	2024-11-29	Battleshield Industries Limited F/O Repairs Truck 314	10,094.94
34312	2024-11-29	Bell Mobility Inc. P/W & F/O Monthly Cell/B/O Monthly dataflex	293.67
34313	2024-11-29	Bell Canada (Internet) Admin Monthly Internet	180.68

Town of Kearney
Cheque Register Report Nov 22 - Dec 9/24
Batch: 2024-00076 to 2024-00080

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34314	2024-11-29	Bowman Fuels Ltd. F/D Furnace Fuel (154217) P/W Vehicle diesel (427399).	5,816.16
34315	2024-11-29	Brandt P/W Grader Repairs	4,123.60
34316	2024-11-29	Brown, Tim Refunded Cancelled KCC Rental	1,119.45
34317	2024-11-29	Cambium Inc. Planning - Environmental Impact Study (ZBA)	482.51
34318	2024-11-29	Camfil Canada, Inc. Laval Seniors Rm. - Furnace Filters	132.65
34319	2024-11-29	CRA - Receiver General Source Deductions (11NOV. 16-20)	11,846.17
34320	2024-11-29	ClayMar Electric P/W Annual Gen Service (24860) KCC Pot Lights Installation (302756)	3,276.16
34321	2024-11-29	Cupe Local 1813 Union Dues November	625.78
34322	2024-11-29	Demain, Wendy Refunded Driveway Permit deposit	500.00
34323	2024-11-29	East Parry Sound Vet. Unit Annual vet service committee	90.00
34324	2024-11-29	Ecovue Consulting Services Inc Various fees for planning consulting	15,889.28
34325	2024-11-29	Fetterley's Gas & Convenience All depts Fuel & Supplies (NOV 4-18)	946.04
34326	2024-11-29	Fitness Essentials with Cindy Leggett Fitness Country Fusion Nov. Instructor Issued To: Cindy Leggett Fees	255.00
34327	2024-11-29	Fowler Construction P/W HB releases Paving	101,319.17
34328	2024-11-29	Furtado, Rick Refunded Driveway Permit Deposit	500.00
34329	2024-11-29	Gilroy's Tire F/D Vehicle Tire Repair	108.48
34330	2024-11-29	Glen Martin Ltd. KCC & F/D Clearing Supplies	478.99
34331	2024-11-29	Hicks Morley 2022 UFCW Negotiations/2023 Cupe Negs Final	367.82
34332	2024-11-29	Huntsville Chrysler Dodge Jeep Ram B/D Vehicle Oil Change & Service	309.28
34333	2024-11-29	Intact Public Entities Insurance Claim # P3006347	400.40
34334	2024-11-29	Jones Motor Lines Service outdoor public Washrooms	395.50
34335	2024-11-29	Lake Country Office Solutions Admin Photocopy Fees	442.95
34336	2024-11-29	LAS-Local Authority Services Admin Office Supplies	184.22
34337	2024-11-29	Kearney Lions Club Council donation to Lions Kids Christmas	630.33
34338	2024-11-29	Manchester, Steve P/W Balance of annual boot Allowance	138.73
34339	2024-11-29	Mashinter, Amanda F/D Supplies for Santa event	129.63

Town of Kearney
Cheque Register Report Nov 22 - Dec 9/24
Batch: 2024-00076 to 2024-00080

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34340	2024-11-29	Mathews, Dinsdale, & Clark <i>Cupe (10,968.35) General HR (10,170.00)</i>	21,138.35
34341	2024-11-29	MFOA-Municipal Finance Officer <i>Admin 2025 Membership renewal</i>	367.25
34342	2024-11-29	Moore Propane Ltd. <i>KCC & P/W Furnace Fuel</i>	2,401.39
34343	2024-11-29	Muskoka Rent-All Huntsville <i>P/W Shop Supplies</i>	327.94
34344	2024-11-29	Near North Laboratories Inc. <i>KCC & F/D Water Sample Testing</i>	72.00
34345	2024-11-29	Netspectrum <i>F/D Monthly Internet</i>	74.52
34346	2024-11-29	Noveltymann <i>F/D Uniforms</i>	1,320.97
34347	2024-11-29	Novexco Inc <i>Admin & F/D Supplies</i>	374.39
34348	2024-11-29	OGRA-Ont.Good Roads Assoc. <i>2025 Membership Renewal</i>	866.87
34349	2024-11-29	OMERS <i>Pension Contributions - November</i>	14,579.52
34350	2024-11-29	Township Of Perry <i>F/D Shared Exp Live Burr Unit</i>	21,290.67
34351	2024-11-29	PlumbRX Plumbing Inc. <i>KCC Repairs to leak in pipe</i>	1,047.28
34352	2024-11-29	Purolator Inc. <i>KCC & Admin Shipping Charges</i>	35.63
34353	2024-11-29	Ransome Well Drilling Ltd <i>KCC Water System Supplies</i>	784.28
34354	2024-11-29	Royal Canadian Legion <i>Proceeds for Remembrance day</i>	150.00
34355	2024-11-29	Russell Christie LLP <i>B/D Legal (Park Rd)</i>	3,851.06
34356	2024-11-29	Sands Canada Inc. <i>F/D Medical Supplies</i>	307.46
34357	2024-11-29	Spectrum Telecom Group Ltd. <i>F/D Pevensey Tower Monthly Rental</i>	274.93
34358	2024-11-29	Tatham Engineering Ltd <i>Osim (3935.23)/LionsRink (2470.18)</i>	6,405.41
34359	2024-11-29	Telequip Systems Limited <i>Engineering report P/W monthly radio usage</i>	276.85
34360	2024-11-29	Toromont Ind. Ltd. <i>P/W Backhoe repair</i>	742.41
34361	2024-11-29	Township Of Ryerson <i>F/D 4th Qtr Regional Training</i>	4,170.40
34362	2024-12-06	Dziwani, Dianne <i>3rd Place Residential lights Contest</i>	50.00
34363	2024-12-06	Linda Haining <i>1st Place Commercial lights Contest</i>	100.00
34364	2024-12-06	Haining, Liz <i>2nd Place Residential lights Contest</i>	75.00
34365	2024-12-06	Russell, Donna <i>1st Place Residential lights Contest</i>	100.00

Total Computer Cheque: 389,608.58
30

Date Printed
2024-12-11 3:43 PM

Town of Kearney
Cheque Register Report Nov 22 - Dec 9/24
Batch: 2024-00076 to 2024-00080

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<u>Payment #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>COMPUTER CHEQUE</u>	<u>Payment Amount</u>
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Total AP: 389,608.58

Report Prepared for Council Meeting of December 19, 2024

This is the 'List of Accounts' report for Cheques #34289 to #34365 in the amount of \$389,608.58

This report also includes direct payment for Collabria monthly Visa Statement on December 9 in the amount of \$12,246.48.

The Total of AP for this period is \$401,855.06

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		✓	
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		✓	
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 design Certificate/issue	Cindy		✓	
June 20/24	2024-194	Award Bice Bursary	cheque/attend	Cheryl/Cindy		✓	
June 20/24	2024-195	SR report re Tenders	award tenders/contact bidders post notice for intent to pass at July	Paul A		✓	
June 20/24	2024-196	Trailer By-law	11th meeting	Cindy/Stefanie		✓	
June 20/24	2024-197	Support Rickward MNR	Complete form, send to MNR	Cindy		✓	
June 20/24	2024-198	Declare Regatta Festival	notify by-law, PW	Cindy		✓	
June 20/24	2024-199	Junior Fire Fighter	notify Jr. Fire Fighter	Paul S.		✓	

June 20/24	2024-200	Support Resolution, Metro Zoo Exotic Animals	send out support letters	Stefanie		✓
June 20/24	2024-201	AHHC	send \$2000 from reserves	Leslie		✓
June 20/24	2024-202	Regional Fire Services	send resolution to Perry	Cindy		✓
June 20/24	2024-203	Support Dallaire Consent	send resolution to SEPSDPB	Cindy		✓
June 20/24	2024-204	MMAH Training	review budget/book training	Nicole		✓
June 20/24	2024-205	Consider Seniors re meetings/bookings	Cathy review bookings/meeting, notify passed motion for continuing without connectivity after 15 mins contrary to	Nicole/Stefanie		✓
June 20/24	2024-206	AV/Internet Connectivity	Procedure Bylaw		no follow-up required	✓
June 20/24	2024-207	Transfer Station Operations	review/provide report September	Paul A. /Nicole		✓
June 20/24	2024-208	Buoys for Regatta	purchase buoys/\$s from reserves	Stefanie/Leslie		✓
June 20/24	2024-210	Support Infrastructure	Send Letters of Support Send to Planner and Applicant and	Stefanie		✓
June 20/24	2024-211	By-law - Mignardi ZBL	post notice of passing	Cindy		✓
June 20/24	2024-211	Appoint CBO Bylaw	determine legal re appoint backdate	Nicole		✓
July 11/24	2024-224	Defer Approval of RZ 05-23 (Waffle) pending	inform planners	Cindy		✓
July 11/24	2024-227	Approves Agreement - Jennifer Joiner	send agreement to Jennifer	Nicole		✓
July 11/24	2024-228	Approves By-law - CBO	complete	Nicole		✓
July 11/24	2024-229	Approves Agreement - Tatham	notify Tatham	Paul A. /Nicole		✓
July 11/24	2024-230	Send RCIP for ACED	send RCIP	Stefanie/Cindy		✓
July 11/24	2024-231	Support Service Phase for Bus Services	send support resolution	Stefanie/Cindy		✓
July 11/24	2024-232	Town Hall Meeting	poll public, arrange meeting	Nicole/Stefanie		✓
August 1/24	2024-241	Staff Memo re Sand Lake Boat Launch	nil			✓
August 1/24	2024-242	John Deere Backhoe	nil Contact Planning Board/owner re 3			✓
August 1/24	2024-243	Rock Point Road Deviation	way cost	Cindy	in progress	
August 1/24	2024-244	Fireworks Permit	Enjoy the Fireworks!	Everyone		✓
August 1/24	2024-245	Draft Establish & Regulate Fire & Emergency Servi	Bring back to Council	Paul S		✓
August 1/24	2024-246	Zoning By-law Amendments	Move toward OP, SP and ZBL updates	Cindy/Nicole		✓
August 1/24	2024-247	Town Hall Meeting Dates	Schedule Town Hall Meetings	Nicole		✓
August 1/24	2024-248	MMAH and IC Training	nil			✓
August 1/24	2024-249	Pannbros	Pass By-law Prepare policy for Council re			✓
August 1/24	2024-250	Donation Muskoka Watershed	donations	Cindy	in progress	
August 1/24	2024-255	Gift Land to Follick	move forward with gifting	Cindy/Nicole	in progress	✓
Sept. 5/24	2024-269	Consent List	send letters, etc. as per requests	Stefanie		✓
Sept. 5/24	2024-270	Establish Holding Zone (Waffle)	Note to ZBL updates	Cindy		✓
Sept. 5/24	2024-271	Block 9 to be municipal highway	Forward to legal, planners, note	Cindy		✓
Sept. 5/24	2024-273	Agreement with AMO for CCBF	Sign agreement, send to AMO	Nicole		✓
Sept. 5/24	2024-274	Payment to Fowlers re paving	Issue payment	Leslie, Paul A		✓
Sept. 5/24	2024-275	Draft MOU with Snowmobile Club	Draft MOU	Nicole		✓
Sept. 5/24	2024-276	Appoint Tracy Peters	Provide Library	Stefanie		✓
Sept. 5/24	2024-277	DPSMA Fall Meeting	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	Stefanie, Nicole		✓
Sept. 5/24	2024-280	Appoint Clerk MFIPPA	needed	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 N	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/Nicole	in progress	
Sept. 5/24	2024-285	Nomination of Cathy Hare	Complete paperwork	Cindy		✓
Sept. 26/24	2024-299	DRAFT E&R Bylaw	Notice re date of passing/agenda	Stefanie		✓
Sept. 26/24	2024-300	Pumper-Tanker 314	organize with repair company	Paul S. / Leslie		✓
Sept. 26/24	2024-301	RFSC Terms of Reference	forward res. To Perry	Stefanie		✓
Sept. 26/24	2024-302	Contribution to Live Fire Unit	forward res. To Perry / pay	Stefanie/Leslie		✓

Sept. 26/24	2024-303	Curbside Pick-up	check on Cert. to haul waste	Paul A. / Nicole	✓
Sept. 26/24	2024-304	Waste Management Update	update fees, investigate options	Paul A. / Nicole	✓
Sept. 26/24	2024-305	Sand Lake Boat Launch	obtain quotes, move forward	Paul A.	✓
Sept. 26/24	2024-306	Lions Pavilion	notify engineer	Paul A.	✓
Sept. 26/24	2024-307	Ford 550 / 1 Ton	get safety completed	Paul A.	✓
Sept. 26/24	2024-308	Agreement - Circular	sign and send	Paul A	✓
Sept. 26/24	2024-309	agreement - Friedland	send to Friedland & have Mayor/Clerk Sign	Cindy/Stefanie	✓
Sept. 26/24	2024-310	Committee Structure	hold special roads meeting Oct 17	Cindy	✓
Sept. 26/24	2024-311	Integrity Commissioner Training	organize with IC	Nicole	✓
Sept. 26/24	2024-312	IT Update	nothing to followup		✓
Sept. 26/24	2024-313	Santa Claus Ski Show road closure	send notification to residents PW & Fire	Stefanie	✓
Oct. 17/24	2024-324	Grant Applications	Review and apply	Cindy	in progress
Oct. 17/24	2024-325	ROMA	no attendance - nothing required		✓
Oct. 17/24	2024-326	OGRA	Paul and/or PW member to attend	Paul	✓
Oct. 17/24	2024-327	November Council Mtg	Set agenda, post date change	Nicole, Stef	✓
Oct. 17/24	2024-328	Suspend Procedural	at meeting - nothing further		✓
Oct. 17/24	2024-329	Town Hall Mtg	Note date/time	Nicole, Stef	Postponed until 2025
Oct. 17/24	2024-330	Bennett	notify SEPSDPB, prepare for next steps	Cindy	✓
Oct. 17/24	2024-331	TAB/Wallace	notify SEPSDPB, prepare for next steps	Cindy	✓
Oct. 17/24	2024-332	Johnson	notify SEPSDPB, prepare for next steps	Cindy	✓
Oct. 17/24	2024-333	RFP - EcoVue	notify EcoVue, begin process	Nicole, Cindy	✓
Oct. 17/24	2024-334	SRA - MacKay	Notify Jennifer & applicant	Nicole, Cindy	✓
Oct. 17/24	2024-335	Grader	arrange repairs, pay	Paul, Leslie	✓
Oct. 17/24	2024-337	Pass Emergency Services By-law	by-law passed, copy to Paul S.	Paul S./ Nicole	✓
Nov. 14/24	2024-351	Thanks Ecovue and Directs Staff to Input	notify EcoVue, provide information	Nicole, Cindy	✓
Nov. 14/24	2024-352	Supports ZBLA Maguire	draft ZBLA	EcoVue, Nicole, Cindy	✓
Nov. 14/24	2024-353	Adopt Consent	Complete any support letters	Stefanie	✓
Nov. 14/24	2024-354	Staff to review Trailer By-law	Send to Jason	Nicole, Cindy	✓
Nov. 14/24	2024-355	Transfer Station Fees	Review and update fees	Nicole, Paul, Cindy	✓
Nov. 14/24	2024-356	Agreement with Armour	Forward to Armour	Stefanie	Bring back to Dec 19th Meeting for revision
Nov. 14/24	2024-357	Accept new Fire Fighter	Forward to Fire Chief	Stefanie	✓
Nov. 14/24	2024-358	Provide Draft Procedural	Draft Procedural	Nicole, Cindy	✓
Nov. 14/24	2024-359	Request info AHHC	Request from AHHC	Nicole	✓
Nov. 14/24	2024-360	MOU Almaguin	forward to Almaguin	Nicole, Stefanie	✓
Nov. 14/24	2024-361	MOU Highland Rovers	forward to H Rovers	Nicole, Stefanie	✓
Nov. 14/24	2024-362	MOU Highland Rovers and Perry Twp	forward to H Rovers, Perry Twp	Nicole, Stefanie	✓
Nov. 14/24	2024-363	Christmas Closure	Notify staff and public	Stefanie	✓
Nov. 14/24	2024-364	Postpone Town Hall, Schedule StP and OP	Notify staff and public	Nicole, Cindy, Stefanie	✓
Nov. 14/24	2024-365	Support Grant Application Lions Park	Include in grant application	Nicole, Paul, Cindy	✓
Nov. 28/24	2024-373	Consent List	support letters	Stefanie	✓
Nov. 28/24	2024-374	Fire Chief Report re Pumper Tanker 314	issue payment	Paul S., Leslie	✓
Nov. 28/24	2024-375	DRAFT Fees & Charges	update Fees & Charges	Nicole, Cindy, Stefanie	✓
Nov. 28/24	2024-376	DRAFT Procedural	update by-law	Nicole, Cindy, Stefanie	✓
Nov. 28/24	2024-377	Declare lands surplus	advise lawyer	Cindy, Nicole	✓
Nov. 28/24	2024-378	telethon donation	issue payment	Leslie, Nicole	✓
Nov. 28/24	2024-379	waste mgmt update	review & update	Paul A., Nicole	in progress
Nov. 28/24	2024-380	Fire Chief Report - new fire fighter	welcome Rhys	Paul S., Leslie	✓
Nov. 28/24	2024-382	cost recovery - notice of motion	prepare report Dec. 19	Matt	✓
Nov. 28/24	2024-383	transfer station - notice of motion	Council to discuss fees	Council	✓
Nov. 28/24	2024-384	Update Waste Mgmt by-law & bring back	update Waste Mgmt by-law	Paul A., Nicole	✓
Nov. 28/24	2024-386	by-laws - Maguire ZBLA	Notice of Passing	Cindy, Nicole	✓

Nov. 28/24	2024-375	DRAFT Fees & Charges	update Fees & Charges	Nicole, Cindy, Stefanie	✓
Nov. 28/24	2024-376	DRAFT Procedural	update by-law	Nicole, Cindy, Stefanie	✓
Nov. 28/24	2024-377	Declare lands surplus	advise lawyer	Cindy, Nicole	
Nov. 28/24	2024-378	telethon donation	issue payment	Leslie, Nicole	
Nov. 28/24	2024-379	waste mgmt update	review & update	Paul A., Nicole	
Nov. 28/24	2024-380	Fire Chief Report - new fire fighter	welcome Rhys	Paul S., Leslie	✓
Nov. 28/24	2024-382	cost recovery - notice of motion	prepare report Dec. 19	Matt	✓
Nov. 28/24	2024-383	transfer station - notice of motion	Council to discuss fees	Council	✓
Nov. 28/24	2024-384	Update Waste Mgmt by-law & bring back	update Waste Mgmt by-law	Paul A., Nicole	
Nov. 28/24	2024-386	by-laws - Maguire ZBLA	Notice of Passing	Cindy, Nicole	✓

**KEARNEY & AREA PUBLIC LIBRARY
BOARD MEETING**

Wednesday June 26th, 2024.

MINUTES

Present: Kamila Kowalska, Keven Beaucage, Jo-Anne Clark, Anne Dault, Karen Pudsey, Kathy Roi.

Regrets: Jenn Over

1. CALL TO ORDER

A motion was made by Anne Dault, seconded by Jo-Anne Clark **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for June 26th, 2024, be called to order at 1:03 p.m.

CARRIED

2. APPROVAL OF THE AGENDA

A motion was made by Keven Beaucage, seconded by Karen Pudsey, **BE IT RESOLVED** that the Agenda for the June 26th, 2024, Kearney & Area Public Library board meeting be accepted as presented.

CARRIED

3. MINUTES OF THE LAST MEETING

A motion was made by Jo-Anne Clark, seconded by Anne Dault, **BE IT RESOLVED** that the Kearney & Area Public Library minutes from the May 22nd, 2024, meeting be accepted as tabled.

CARRIED

4. TREASURER'S REPORT

A motion was made by Jo-Anne Clark, seconded by Keven Beaucage, **BE IT RESOLVED** that the Kearney & Area Public Library Treasurer's Report for June 2024, be accepted as presented.

CARRIED

5. BUSINESS ARISING FROM THE MINUTES

- a) **May Games Day Recep-** Kamila has been working with the Recreation Committee to put on the First Kearney Games Day. The event will take place on Saturday May 25th, 2024. The recreation Committee will be responsible for the games portion of the day, as well as the light lunch. Kamila will have a library bake sale volunteer make cookies for the event. The library will be hosting a kid's craft while the games are happening. Both will end at noon to break for lunch. The kids craft for the Games Day will be making a rock snake that we can display outside of the community centre. The idea is to keep adding rocks to the snake and we will see how long it will get by the end of summer!
- b) **Summer Student Hiring-** Kamila has hired Brooklyn Audette for the position of Summer Student. Brooklyn will begin training on Wednesday July 4th.

- c) **Hiring Casual Assistant (Time Off Coverage)-** Maddy is unavailable most days during the week to cover Kamila's sick days, or vacations. Kamila will ask around in the community to see if anyone is interested in volunteering with the library on a casual basis. If not, we will consider hiring another casual assistant for the library. This position would be only to cover sick days and vacation.
- d) **Autumn Harvest Event-** The Kearney and Area Public Library will be hosting a fundraising event this September. The event will be called Autumn Harvest. This will be an evening of fine tasting, wine and music. Because of the nature of the event the ticket costs will range from \$50-\$75 TBD. Kamila, Kathy and Karen are leading the organization of the event. Karen has hosted events like this before so she will oversee set up and advertising, Kathy will direct the food. Kathy and her husband Chef Andre will be taking care of the menu and the food for the event. The theme for the food is Authentic Canadian Quebecois Cuisine. Kamila will be doing wine pairings and a feature cocktail. We have yet to determine who will act as a "MC". This person will be the one explaining all the food, and significance of the dishes. They will work with Kamila who will explain the wine pairings with the food. This will be a very important event for the library and our largest fundraising event of the year. It will cost a lot of money to put on this event, so we want to make sure it is a success. The Board will have to pick a date (or two) in the summer to get together and touch base on the planning of the event. Ideally, we want to just have the final details to work out by September. Kamila will also work on a new flyer to showcase the event and get as much advertising as possible. Kamila and the Library Board will work on this throughout the summer. Other things that need to be determined are:
 - i) Pricing for food, wine, alcohol for special cocktail before we determine \$\$ for tickets, how many people?
 - ii) Advertising - how, where and when
 - iii) volunteers who, where timing

6. NEW BUSINESS

- a) **Summary of Reptiles at Risk Presentation-** The Kearney & Area Public Library, KWEF and the Town of Kearney all worked together to put on the Reptiles at Risk Presentation. The support from the community was overwhelming, we were touched to see so many friends and families supporting this amazing cause. We had approximately 100 attendees and we raised over \$300 and counting in donations! The money will be used for reptile roadside signage and library children's crafts. S.C.A.L.E.S. Nature Park put on an informative and entertaining presentation, with many live turtles and snakes for the children to touch and hold. S.C.A.L.E.S. They will be receiving 20% of the donation proceeds. Overall, we were so impressed with the turn out and in the future, we can plan for events like these but also engage it with library fundraising.
- b) **Rock Snake-** Kamila has been working with the Recreation Committee to put on the First Kearney Games Day. The event will take place on Saturday May 25th, 2024. The recreation Committee will be responsible for the games portion of the day, as well as the

light lunch. Kamila will have a library bake sale volunteer make cookies for the event. The library will be hosting a kid's craft while the games are happening. Both will end at noon to break for lunch. The kids craft for the Games Day will be making a rock snake that we can display outside of the community centre. The idea is to keep adding rocks to the snake and we will see how long it will get by the end of summer!

- c) **Summer Craft Program-** Kamila and Brooklyn will take a week to plan out the craft schedule for the duration of six weeks. During this week they will also work on examples of each craft for the kids to refer to when making their own crafts. The Children's Summer Craft Program will run from July 15th to August 23rd. Kamila will post the schedule a few days before the crafts start. Each day will feature a different craft as well as either a gym activity or Storytime. There will be sign up sheet in the library for each day of crafting (maximum 10 kids per day).
- d) **July Newsletter-** The Board has approved the July Newsletter to be posted by EOD Friday June 28th.
- e) **Volunteer Friday July 5th-** Kamila must be in Toronto Friday July 5th for a wedding rehearsal. Karen will come in from 9:00am to 10:30am to cover and Father Aji (a community volunteer) will come in to 10:30am to 12:00pm.
- f) **Kamila Holiday-** Kamila will be away on vacation from August 15th to August 30th. Kamila will advertise that we are hiring for a casual position. The new hire will be trained before Kamila leaves for vacation and will work in her absence.
- g) **Kamila Personal Benefits-** Kamila has applied for personal benefits through Canada Life Insurance. Getting benefits through the Town of Kearney is complicated as she is not an employee of the town. Canada Life is the same insurance company the town uses. They offer an option that is paid for by the employer but only requires one employee for sign up. Kamila will provide the Board with more information once the application is complete.
- h) **Performance review-** The Board would like to go forward with performance reviews. This is beneficial to both the employee and employer and gives us a chance to get on the same page as well as make long term goals and plans for the library. Kamila will email other libraries for sample performance reviews. A board member would conduct the CEO's review, and the CEO would do a performance review for the casual and assistant librarians.
- i) **Summer Meeting Date for Autumn Harvest Event-** The Library Board and CEO will meet on twice over the summer to discuss progress on the Autumn Harvest Fundraiser. July 23rd and August 13th and the dates we will be meeting.

8. OTHER

- a) Next library meeting will be on September 25th, 2024, at 1pm in the library.

10. ADJOURNMENT

A motion was made by Jo-Anne Clark, seconded by Keven Beaucage, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for July 26th, 2024, adjourns at 2:40pm. **CARRIED.**

**KEARNEY & AREA PUBLIC LIBRARY
BOARD MEETING**

Wednesday September 25th, 2024

MINUTES

Present: Kamila Kowalska, Keven Beaucage, Jo-Anne Clark, Anne Dault, Karen Pudsey, Kathy Roi, Tracy Peters, Jenn Over

1. CALL TO ORDER

A motion was made by Anne Dault, seconded by Jo-Anne Clark **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for September 25th, 2024, be called to order at 1:09 p.m.

CARRIED

2. APPROVAL OF THE AGENDA

A motion was made by Keven Beaucage, seconded by Jo-Anne Clark, **BE IT RESOLVED** that the Agenda for the June 26th, 2024, Kearney & Area Public Library board meeting be accepted as presented.

CARRIED

3. MINUTES OF THE LAST MEETING

A motion was made by Jo-Anne Clark, seconded by Karen Pudsey, **BE IT RESOLVED** that the Kearney & Area Public Library minutes from the June 26th, 2024, meeting be accepted as amended.

CARRIED

4. TREASURER'S REPORT

A motion was made by Jennifer Over, seconded by Tracy Peters, **BE IT RESOLVED** that the Kearney & Area Public Library Treasurer's Report for July/August/September 2024, be accepted as tabled.

CARRIED

5. BUSINESS ARISING FROM THE MINUTES

a) **Summer 2024 Children Craft program-** The Kearney Library 2024 Summer Craft Program was a huge success. We had over 200 children come craft with us over the course of six weeks. The feedback was positive from parents and children. We ran the program Monday through Friday with story time or gym first followed by an hour of crafting. Some days were slower, but we made up for those on at the end of the week when everyone was up for the weekends. Really important for next year is to monitor weather; when there was a rainy day, we were always around 20 kids! The parents were very happy with the morning crafts instead of afternoon like in previous years. Next year I hope to have more engaging crafts planned as well as more outdoor activities. Brooklyn was hired as the summer student. She listened to constructive criticism and really by the end of the six weeks had come out her comfort zone. I really enjoyed meeting so many seasonal

residents this summer and I think next year we will have an even bigger turn out for the crafts.

- b) **New Casual Assistant-** In August we hired Katherin Mankowski as the new Casual Assistant. Katherin covered Kamila's August vacation. Katherin is will also cover any time off or sick days Kamila takes. Once Maddy leaves of Maternity Leave at the end of October Katherin will be taking over her hours in the evenings and on Saturdays.
- c) **Performance Reviews-** Kamila will ask other libraries for sample performance reviews. These a great tool for keeping track of progress and future goals.

6. NEW BUSINESS

- a) **Welcome Tracy Peters-** Welcome to our newest Library Board Member, Tracy Peters. Tracy used to be on the Board of the Huntsville Library. We are so excited to have Tracy join us at the Kearney & Area Public Library. A motion was made by Karen Pudsey, seconded by Jennifer Over, **BE IT RESOLVED** that Tracy Peters will look into sending excess books to the Huntsville Library for shipping to developing countries.
- b) **Autumn Harvest Celebration and Fundraiser-** We are only 3 days away from the Autumn Harvest Celebration and Fundraiser! Kathy and Andre have done a trial run of the food (we got to sample some today during the meeting and WOW IS IT EVER DELICIOUS!). They have also done a full shop at Costco to get the last few ingredients. Kamila and Keven have done the LCBO run with the liquor license from the Legion. Kamila has chosen five different wine pairings to suit each course. Kamila has also chosen Autumn Harvest Bourbon Smash to be the featured cocktail at the event. The cocktail will be sold for an additional \$10 with a mocktail option being available for \$5. Angela, Kathy and Kamila have made booklets to be given out to each guest with details about food, drinks, and sponsors. We have decided to do a silent auction instead of door prizes as this is a fundraiser and we want to raise as much money as possible. The whole library board has done an amazing effort in getting prizes for the silent auction as well as donations! We have about six volunteers to help Kamila and the Board run everything during the Fundraiser. Kamila will stay behind the bar and be responsible for the cocktail and accurate wine pours. We will all meet at noon on the day of the event for a group set up and some food.
- c) **Fall/Winter Library Hours-** A motion was made by Jennifer Over, seconded by Tracy Peters **BE IT RESOLVED** that the Kearney & Area Public Library Fall/Winter Hours be as follows:
 - Monday 11:30am to 4:30pm
 - Tuesday 11:30am to 7:30pm
 - Wednesday 11:30am to 4:30pm
 - Thursday 11:30am to 7:30am

Friday 11:30am to 4:30am
Saturday 09:00am to 1:00pm

- d) **Thanksgiving Craft for Children-** Kamila and Maddy will do two days of thanksgiving crafts for kids. Thursday October 10th and Friday October 11th for one-hour kids can drop in and make a Thanksgiving Pinecone Turkey. Maddy will be here for the Thursday craft and Kamila for the Friday. There will be a small snack and refreshment provided as the activity is right after school.
- e) **PD Day Kid's Crafts-** Kamila will ask Maddy for a full list of all the PD Days for the rest of the school year. Based on that Kamila will write up a schedule of crafts/activities do at the library on those days. We will plan for the activities to be seasonal. We are also thinking of incorporating into this a "Mommy" program. Where moms can come have coffee at the library while kids do crafts. The KCC has done this in the past and it was a big help to moms that do not have that much time to socialize. The library would provide coffee (maybe a snack) for moms. The hour would allow the kids to play crafts, and the moms have some time to meet other moms or just have a break from the house. We will further discuss this at the next board meeting and the CEO will have a PD Craft schedule written up to include with the November newsletter.
- f) **October Newsletter-** Kamila is still working on the October newsletter. The new Fall/Winter Hours have to be included on it, so we wanted to wait to establish those first. Kamila has distributed a working copy of the October Newsletter which has been approved by the board.
- g) **October Meeting date Change-** A motion was made by Karen Pudsey, seconded by Tracy Peters **BE IT RESOLVED** that the Kearney & Area Public Library will change the October Board meeting from October 23rd to October 22nd at 11:00am and that the following Fall/Winter Library Board meetings will be the fourth Wednesday at 11:00AM.
- h) **Halloween Craft-** Kamila will plan a craft for kids to do before Halloween. Kids can come in on October 29th to do a spooky craft and have some Halloween treats!

8. OTHER

- a) Next library meeting will be on October 22nd, 2024, at 11:00 am in the library.

10. ADJOURNMENT

A motion was made by Jo-Anne Clark, seconded by Karen Pudsey, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for September 25th, 2024, adjourns at 2:25pm.
CARRIED.

**KEARNEY & AREA PUBLIC LIBRARY
BOARD MEETING**

Wednesday October 22nd, 2024

MINUTES

Present: Kamila Kowalska, Keven Beaucage, Anne Dault, Karen Pudsey, Kathy Roi, Tracy Peters, Jenn Over.

Regrets: Jo-Anne Clark

1. CALL TO ORDER

A motion was made by Tracy Peters, seconded by Keven Beaucage **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 22nd, 2024, be called to order at 10:40 a.m.

CARRIED

2. APPROVAL OF THE AGENDA

A motion was made by Karen Pudsey, seconded by Anne Dault, **BE IT RESOLVED** that the Agenda for the October 22nd, 2024, Kearney & Area Public Library board meeting be accepted as presented.

CARRIED

3. MINUTES OF THE LAST MEETING

A motion was made by Karen Pudsey, seconded by Keven Beaucage, **BE IT RESOLVED** that the Kearney & Area Public Library minutes from the September 25th, 2024, meeting be accepted as presented.

CARRIED

4. TREASURER'S REPORT

A motion was made by Tracy Peters, seconded by Keven Beaucage, **BE IT RESOLVED** that the Kearney & Area Public Library Treasurer's Report for October 2024, be accepted as tabled.

CARRIED

5. BUSINESS ARISING FROM THE MINUTES

a) **Autumn Harvest Celebration Recap-** The Kearney and Area Public Library Autumn Harvest Celebration and Fundraiser was a huge success! Everything went flawlessly. We cannot express our overwhelming gratitude and heartfelt appreciation to the attendees, volunteers, sponsors, and everyone involved in making our Autumn Harvest Celebration and Fundraiser a phenomenal success! The community's generosity has enabled us to raise over \$3800, which will be utilized for exciting evening programs at the library for children, teens and adults! We look forward to organizing these programs throughout 2024/2025 and enhancing the community experience. The librarian and the board have received amazing feedback from the community, and we hope to do something similar next year.

- b) **PD Day Crafts-** Kamila has made a schedule of crafts/activities happening for the rest of the school year PD Days. She has included the schedule with the Board Meeting package for approval of the Library Board. The activities will take place in the early afternoon and tie in with the seasons or any holidays coming up. Parents/ guardians and encouraged to join the kids, we will provide coffee, tea and snacks for them to enjoy while the kids are participating in the group activity.
- c) **Halloween Craft-** Kamila has planned a Halloween craft for kids to come into the library on Tuesday October 29th and Thursday October 31st. The Town of Kearney is hosting a Halloween trick-or-treating event in the Gym, so we are hoping some families come by the library. Even if kids don't want to do that craft, it is a great opportunity to showcase the library to families and show them that we have many kids programs through out the year.

6. NEW BUSINESS

- a) **Proceeds from Autumn Harvest-** We raised a total of \$3, 864 during the Autumn Harvest Celebration and Fundraiser! This is the most successful library fundraiser we have had this year. It took a lot of work and effort from our volunteers but the community in turn showed its thanks and support. We will use the money to expand our evening programming. Every second Thursday of each month from 4-5:30 there will be an activity in the library, paid for by the library. The dates going forward are November 14, December 12, January 9, February 13, March 13, April 10, May 8, and June 12. We will start out with just one day a month, but we are hoping eventually to have activities once a week.
- b) **Traveling Library-** The Little Library outside has been moved from near the mailboxes to right next to the outdoor drop box. The Town of Kearney suggested this as the previous location would have been in the way of snow removal and it potentially could have been ruined over the winter. The Little Library is now under the awning so it will protect it from the weather as well. We have had lot of books dropped off, so it's very encouraging to see that people are using it. Kamila has also noted that since it has been moved under the awning there has been much more interest in the Little Library. Karen is going to take the panels off the bottom portion of the Little Library and paint them white at home. This will be a canvas for artwork we would like to add to it. Karen has been in touch with Pauleen Langmaide regarding painting the Little Library in seasonal trees.
- c) **Book Donations (Tracy)-** Tracy has recommended a company called "Better World Books" for the book donations we do not want to keep. Kamila will further research this company and see if this is an option for us. In the meantime, Kamila will continue looking through the donations and put some up for donation and some in the Little Library.

- d) **Maddy's Last Day-** Maddy's last day at the Kearney & Area Public Library will be October 29th. That evening there will be a Halloween Craft which Maddy will do with the kids. We wish her all the best with her new baby, she will be very missed at the library. Kamila will go out and buy her a gift card (\$50) and card as a special thanks.
- e) **Letters to Santa-** Canada Post has an annual "Letters to Santa" program. Kids can write their letters to Santa before December 6th and send them to "Santa's" address and they will receive a reply before the holidays. For the first PD Day Kid's activity, Kamila and the Kearney Library will host a Letters to Santa activity day. Kids can come in from 1-2:30PM and write their holiday wishes to Santa. Kamila will purchase cookies and hot chocolate to serve for kids and parents. There will also be tea and coffee. Depending on the turn out the librarian might write the responses to the kids herself. This way it can be more personalized. There is also the possibility of Canada Post strike so in that case, the librarian will for sure be writing the responses to the kids herself. The children that cannot make to the activity that day, are encouraged to bring their letters to the library anytime before the December 6th cut off date. Kamila will also always have the letter stencils available for any kids that drop by the library.
- f) **Evenings at the Library: Ideas-** The Kearney and Area Public Library would like to start providing some evening activities to the community. The money we raised at the Autumn Harvest Celebration and Fundraiser will help finance these new evening activities. We will start with one day a month and see how the attendance is. Some ideas we have come up with are puppies, live owl, kittens, dog sled meet and greet, Christmas wreaths, Christmas planter, Christmas centre pieces, kids Christmas ornaments, tie dye, games night, gingerbread house/cookie decorating. We can advertise these at Evergreen Heights school to get further exposure. As of this meeting we have decided to do a Cupcake decorating activity on November 14th and Letters to Santa on November 15th. In December we will do a Christmas Cupcake cooking/decorating class on December 12th and Gingerbread house/cookie decorating on December 14th and 17th.
- g) **November Newsletter-** Kamila has provided the Library Board members with a draft November newsletter for approval. It is incomplete as talking points during this meeting must be added to the newsletter. Kamila will complete the final draft of the newsletter and post it by October 25th EOD.

7. **OTHER**

- a) Next library meeting will be on November 27th, 2024, at 10:30 am in the library.

8. **ADJOURNMENT**

A motion was made by Jo-Anne Clark, seconded by Karen Pudsey, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 22nd, 2024, adjourns at 11:58am.
CARRIED.

**KEARNEY & AREA PUBLIC LIBRARY
BOARD MEETING**

Wednesday November 27th, 2024

MINUTES

Present: Kamila Kowalska, Keven Beaucage, Anne Dault, Karen Pudsey, Kathy Roi, Tracy Peters, Jo-Anne Clark Jenn Over.

1. CALL TO ORDER

A motion was made by Keven Beaucage, seconded by Karen Pudsey **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for November 27th, 2024, be called to order at 10:08 a.m.

CARRIED

2. APPROVAL OF THE AGENDA

A motion was made by Tracy Peters, seconded by Anne Dault, **BE IT RESOLVED** that the Agenda for the November 27th, 2024, Kearney & Area Public Library board meeting be accepted as tabled.

CARRIED

3. MINUTES OF THE LAST MEETING

A motion was made by Anne Dault, seconded by Jo-Anne Clark, **BE IT RESOLVED** that the Kearney & Area Public Library minutes from the October 22nd, 2024, meeting be accepted as presented.

CARRIED

4. TREASURER'S REPORT

A motion was made by Jenn Over, seconded by Anne Dault, **BE IT RESOLVED** that the Kearney & Area Public Library Treasurer's Report for November 2024, be accepted as presented.

CARRIED

5. BUSINESS ARISING FROM THE MINUTES

- a) **Book Donations-** We have received a large amount of book donations recently and we are trying to figure out the best way to redistribute them, without having to throw them out. Kathy and Anne will be working the Christmas Fun Fair on November 29th, and they will be giving some of the books away (monetary donations are welcome for the books). Kamila will keep asking patrons if there are any books they would like to take. The rest will be distributed between the donation bookshelf and the Little Library. Kathy has offered to take a bunch of the books with her over the Holidays. She will restock the Little Library as needed, as well as bring some to the "Mall" in Sundridge. For 2025, Kamila will look through the donations before they are dropped off to avoid having such an abundance of books.

- b) **Letters To Santa-** Kamila has hosted to Letters Santa activity at the Kearney Library. Kids were welcome to come in from 1-2:30PM and write their holiday wishes to Santa. Kamila purchased cookies and hot chocolate to serve for kids and parents. We only had a couple of kids attend but, patrons were happy to help themselves to hot chocolate and cookies through out the day. Since then, many children have brought in their letters to Santa into the library. Kamila has written responses to these letters and given them out to the parents for the kids. Children are encouraged to keep bringing their letters in until the last week before the holidays.

- c) **Evenings at the Library: Ideas-** We will continue to plan an activity at the library for every second Thursday of the month. We did not have a many kids come to the last activity, but this is a new program, and it will take some time to catch on. We will reach out to the community and see what they would like to see happening at the library in the evenings. Meanwhile, Kamila will keep advertising the ones we have planned for December. Kamila will email Evergreen Heights Elementary school and request that the parents receive the flyers for our December activities. In December we will do a Christmas Cupcake cooking/decorating class on December 12th and Gingerbread house/cookie decorating on December 14th and 17th.

6. NEW BUSINESS

- a) **Christmas Planters/Centrepieces-** The Kearney Library will be hosting two holiday Décor classes. Tuesday December 3rd we will be doing Holiday Outdoor Planters. Margaret Rose has offered to help guide the attendees on how best to arrange their planters. Kamila and Margaret Rose will be here together coordinating the class. Thursday December 5th we will host a Holiday Centrepiece class, Kathy will be guiding this one. To prepare before the classes we will need to get all the greenery and decorations. Kamila will go to the Dollar Store in Huntsville and pick up enough baubles, bows and decorations for six centre pieces and six planters. Kamila, Kathy and Jenn will meet up one morning and collect all the greenery we need from the forest. Kamila will also source out pots and buy soil/sand to fill them.

- b) **Gingerbread Decorating-** The Kearney Library will host two Gingerbread Decorating classes at the library. Saturday December 14th and Tuesday December 17th. Both are free and the library will provide all the cookies/cutouts, candy, icing etc. Tracy has taken the reins on this activity and will be here with the kids guiding them on how to make their gingerbread decorations. Tracy has said she wants to bake the gingerbread herself which can be done on site in the KCC kitchen. Anne will help Tracy on the Saturday, and Kamila will be there to help on the Tuesday. If we do not have many signed up for both days, we may condense the activity to one day.

- c) **Christmas Cupcakes-** For our “Thursday Evening activity” Kathy will be hosting children’s Christmas cupcake baking class on December 12th. We will advertise this online and send the flyer out to Evergreen Hights School. Kids are welcomed to come learn how to make the cupcakes from scratch and then once they cool, they will decorate them. We will also have a Christmas Story time in the library.
- d) **Christmas Fun Fair-** The Kearney Library has purchased a table for \$15 at the Christmas Fun Fair on November 29th. Kathy and Anne will attend and distribute books to attendees. We will also have general library information available. Kamila will go through all the book donations and sort them for the Fun Fair. Kamila will be at the library working that day and help with the set up.
- e) **Interviews-** Dorothy Simcock has applied for the position for Assistant Librarian. Kamila and Kathy will interview her on December 6th. Hopefully we can hire Dorothy and have her start by January.
- f) **Holiday Closure-** The Kearney and Area Public Library will be closed from Sunday December 22nd to January 6th for the Holidays. The Town of Kearney is closing from the 24th to the 2nd.

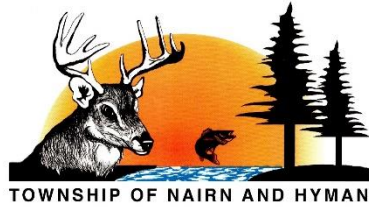
7. **CLOSED SESSION:** Motion to SUSPEND 5.2 (c) under Personnel Policy

8. **OTHER**

- a) Next library meeting will be on December 18th, at 10:30 am in the library.

9. **ADJOURNMENT**

A motion was made by Tracy Peters, seconded by Karen Pudsey, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for November 27th, 2024, adjourns at 11:26am. **CARRIED.**



October 11, 2024

Sent via email: premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

RE: Opposition to the Transportation and Deposition of Naturally Occurring Radioactive Material (NORM) and Mine Tailings from the Former Beaucage Mine and Waste Site

On behalf of the Councils of the Corporation of the Township of Nairn and Hyman and the Corporation of the Township of Baldwin, we are formally submitting the attached joint resolution regarding our serious concerns over the proposed transportation and deposition of radioactive naturally occurring materials (NORM) to the Agnew Lake Tailings Management Area (ALTMA).

Our Councils recently convened a Joint Emergency Meeting on October 2, 2024, to discuss this matter in response to information presented at a Town Hall Meeting on September 11, 2024, by the Ministry of Mines, the Ministry of Transportation, and the Canadian Nuclear Safety Commission. During our deliberations, it became evident that the materials slated for transport are not correctly categorized as NORM, but rather as mine tailings containing not only radioactive substances like niobium and uranium but also other hazardous heavy metals.

We are gravely concerned about the potential environmental and health impacts this project may have, particularly on Agnew Lake—a critical drinking water source for our communities. Our position is that ALTMA should be remediated using clean materials to mitigate existing contamination rather than accepting additional hazardous materials that could exacerbate environmental harm.

This joint resolution calls upon your government and relevant ministries to halt any further actions related to the transportation of this hazardous product to the ALTMA site. The resolution reads as follows:

RESOLUTION # 2024-EM2-12

DATED: October 2, 2024

MOVED BY: Vern Gorham

SECONDED BY: Jason Cote

WHEREAS the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin convened a Joint Emergency Meeting on Wednesday, October 2, 2024 to discuss the proposed plan to transport and deposit radioactive naturally occurring materials (NORM) at the Agnew Lake Tailings Management Area (ALTMA); and

WHEREAS the Councils reviewed information received from the Ministry of Mines, the Ministry of Transportation and the Canadian Nuclear Safety Commission regarding this proposed plan at the Town Hall Meeting dated September 11, 2024; and

WHEREAS the Councils strongly agree that the materials that are planned to be deposited are not correctly defined as naturally occurring radioactive materials but rather mine tailings that contain not only the radioactive substance Niobium and uranium but also contain heavy metals that pose significant environmental and health risks; and

WHEREAS there are significant concerns regarding the potential contamination of drinking water sources, particularly Agnew Lake, which many residents rely on for safe drinking water; and

WHEREAS the Councils agree that the Agnew Lake Tailings Management Area (ALTMA) needs to be remediated using clean materials to mitigate the existing environmental impacts, rather than being used for the deposition of additional hazardous materials; and

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin formally oppose the transportation and deposition of these materials from the former Beaucage Mine and Waste Site, Nipissing First Nations lands and adjacent lands operated by the Ministry of Transportation to the Agnew Lake Tailings Management Area; and

BE IT FURTHER RESOLVED THAT the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin respectfully demand that the Province of Ontario, the Ministry of Mines, the Ministry of Transportation, the Canadian Nuclear Safety Commission provide answers to our questions and that the municipalities receive notification of all forward movements of this project; and

THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable George Pirie, the Minister of Mines; the Honourable Prabmeet Sarkaria, the Minister of Transportation; the Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks; Chief Toulouse and Sagamok Anishnawbek Council Members; Chief Nootchtai and Atikameksheng Anishnawbek Council Members; Chief Rodney Nahwegahbow and the Whitefish River First Nation Council Members; Chief Patsy Corbiere and the Aundeck Omni Kaning First Nation Council Members; the United Chiefs and Council of Mnidoo Mnising; Ontario Ombudsman; the Canadian Nuclear Safety Commission; the Canadian Environmental Law Association; MP Carol Hughes; MPP Michael Mantha; the Association of Ontario Municipalities and all Ontario Municipalities.

CARRIED

We respectfully request your immediate attention to this matter and urge the Province of Ontario to prioritize the protection of our community's health, safety, and environmental integrity.

For more information regarding this matter, please contact our municipal office by email at belindaketchabaw@nairncentre.ca or by phone at (705) 869-4232.

Yours truly,



Belinda Ketchabaw
CAO Clerk Treasurer
Township of Nairn and Hyman

Cc:

Honourable George Pirie, the Minister of Mines
Honourable Prabmeet Sarkaria, the Minister of Transportation
Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks
Chief Toulouse and the Sagamok Anishnawbek Council Members
Chief Nootchtai and the Atikameksheng Anishnawbek Council Members

Chief Rodney Nahwegahbow and the Whitefish River First Nation Council Members
Chief Patsy Corbiere and the Aundeck Omni Kaning First Nation Council Members
The United Chiefs and Council of Mniidoo Mnising
Ontario Ombudsman
Canadian Nuclear Safety Commission
Canadian Environmental Law Association
MP Carol Hughes
MPP Michael Mantha
Association of Ontario Municipalities
All Ontario Municipalities



705-382-2900
www.almaguin-health.org

Minutes: December 5, 2024, 10:00 am via Zoom and at the Township of Perry Municipal Office

Present: Rod Ward (Chair), Delynne Patterson, Margaret Ann MacPhail, Vicky Roeder-Martin (Vice- Chair), Sean Cotton, Brad Kneller, Norm Hofstetter, Jim Ronholm, Cheryl Philip, Tom Bryson, Justine Leveque (for Luke Preston), Ashley Soundy (Secretary), Camille Barr, Sandy Zurbrigg (Patient/Family/Caregiver rep)

Regrets: None

Guest: Chris Hope, Isabel Pereira, Rocco Frangione

Called to order at 10:01 am by Chair R. Ward

1. 2024-34 Moved by Norm Hofstetter - Seconded by Vicky Roeder-Martin
THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of November 7, 2024, as circulated. Carried.
2. **DECLARATION OF PECUNIARY OF INTEREST:** None
3. **DELEGATIONS:** None
4. **RESOLUTIONS PASSED:**
 - a) None
5. **ITEMS FOR DISCUSSION:**
 - a) **Introduction of Ashley and many thanks to Camille**
Ashley Soundy welcomed as the Health Council Secretary and Camille Barr was thanked for her work with the AHC Council.
 - b) **Potential options for cost-recovery of operating losses at 150 Huston Street**
At its last meeting of the AHC, the Village of Burk's Falls provided a proposal of how the Almaguin Municipalities could be a part of the ownership model for the Almaguin Highlands Health Centre. Chair Rod Ward provided the group with a discussion paper containing options to support a cost recovery model for the building. The four options were: Based on Percentages, Based on Assessment, Based on Households, Status Quo

A discussion occurred regarding the information received and options presented. Noted that Sundridge, Strong and Joly have a medical building they are already

providing for. Their model to finance the building includes rental revenue and a 50/40/10 split on both building ownership and on-going expenses, which is said to be significant.

It was shared that municipalities paying into medical buildings is a typical model across the province. Options to increase rental revenue was discussed. Spaces are fully rented. Due to an existing agreement MAHC does not pay for space however the group agrees this must be revisited. S. Cotton answered other questions regarding rental options as well reviewed the email previously sent demonstrating payments made towards the deficit over the years by Almaguin municipalities and clarified information regarding the discussion paper. The AHHC has requested a review of operating losses verse capital for 2023 & 2024. Invoices for 2023 were not sent to municipalities. AHHC requests these are sent out to the member municipalities asap. AHHC requests the discussion paper is brought to each municipal council and to supply feedback at the next AHHC meeting.

c) Updates from MAHC

C. Harrison was unable to attend the meeting and sent her regrets. The group had a discussion surrounding MAHC services coming to the area as part of the hospital rebuild project. Council was advised nothing has been determined yet regarding services in Almaguin and this is still years out. It will be important for the group to keep active in the conversations with MAHC to not become overlooked in the process.

d) Updates from Almaguin Highlands Family Health Team

R. Paul was unable to attend the meeting however it was reported that McMurrich/ Monteith and Kearney residents, among others, are starting to see movement in service due to the AHFHT employing nurse practitioners rostering patients.

e) Summary of November activities – Muskoka and Area Ontario Health Team

M. MacPhail gave an update on funding received through MAHC and Closing the Gap program. Working towards moving people out of the hospital and back into their own homes with supports needed. Care to Home program in the works with a pilot program group. Positive feedback is being received and the group is now being recognized for their efforts.

f) AHHC updates

Deferred

g) Review of Terms of Reference

R. Ward will update the Terms of Reference and send out via email for comment in preparation for the next meeting.

h) Re-scheduling January meeting

January 2025 meeting moved from January 2nd to January 9th at the Perry Township Office.

i) Progress Report

Deferred

j) Other Business

Vicky Roeder-Martin reported that Evergreen Heights Education Centre in Emsdale has received reduced funding for their breakfast program. Asked if any council members received notice regarding other schools having their funding reduced for these types of programs. The Lions Club will try to provide support to keep the breakfast program going. Breakfast programs are important part of children's nutrition.

A site plan by Grey Stone has been completed for the potential hub in the Township of Armour. A draft may be available in January.

6. ADJOURNMENT

2024-35 Moved by Cheryl Philip - Seconded by Brad Kneller

THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 10:55 am to meet again on January 9, 2025 at 10:00 am at Perry Township. Carried.



Staff Report

Staff Report No. SR2024-57
Date: December 19, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Nicole Gourlay, Clerk/Administrator
Subject: Process to Recover Costs with Property Standards

Recommendation:

That Council receive this report from the Clerk/Administrator.

Background:

Council had requested an understanding of the process the Town is allowed to take in order to recover the costs associated with Property Standards clean ups within the Town.

When a property standard inspection is completed under Section 15 of the Building Code Act (BCA), the municipality is required to follow through on the policy set out by Council and under the Act. Under the BCA, it is the responsibility of the Chief Building Official to issue an order under 15.9(4). If the appropriate remedies are not done, the Town is then deemed responsible for the unsafe condition and needs to step in. During that process, property owners are made aware of steps they need to take in order to remedy the building on their own and given sufficient time to do so through proper correspondence as with any other orders. In certain circumstances, the cost to bring in experts and formulate a repair may exceed that of the removal of the unsafe condition. Therefore, the unsafe structures can be removed by the Town and the site must be brought into a safe condition. Failure to remedy these situations may leave the Town open to numerous health and litigation concerns. While the initial cost of demolition and removal of the structures may be borne by the Town, Section 15.4(4) of the Building Code Act provides that a municipality has a lien on the land *“for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the Municipal Act, 2001”*. Therefore, Section 15.4(4) would allow a municipality to add to the tax roll of a property the municipality’s costs of repair or demolition arising from non-compliance with a property standards by-law order made under section 15.2(2). While “costs of repair or demolition” is not defined in this section or otherwise in the Act, any costs which are reasonably necessary for the work should be properly recoverable (if this includes some administrative costs, as long as they could be demonstrated to be actually connected to the work that was done), its reasonable to assume a court would approve them if challenged.

Amounts added to the tax roll under section 15.4(4) are given priority lien status, which is defined in Section 1 of the Municipal Act, 2001 as follows:

Priority lien status

- (3) *If an amount is added to the tax roll in respect of a property under subsection (2.1) or (2.2), that amount, including interest,*
- (a) *may be collected in the same manner as taxes on the property;*
 - (b) *may be recovered with costs as a debt due to the municipality from the assessed owner of the property at the time the fee or charge was added to the tax roll and from any subsequent owner of the property or any part of it;*
 - (c) *is a special lien on the property in the same manner as are taxes under subsection 349 (3); and*
 - (d) *may be included in the cancellation price under Part XI in the same manner as are taxes on the property. 2002, c. 17, Sched. A, s. 1 (2).*

Priority lien status therefore gives priority to the amount and allows a municipality to collect the debt through the tax sale process.

Section 15.4.1 of the Building Code Act, would allow a municipality to set up a system of Administrative Monetary Penalties (AMPs) for non-compliance with property standards orders. That AMPs system would replace the ability for municipalities to charge people with offences for the same contraventions that the AMPs apply to. So, this section does not provide authority for the municipality to have a lien on the property for its administrative fees.

As well Section 7(1) of the Building Code Act provides that a municipality may pass by-laws relating to the Act, including the power to set fees in subsection (c), which provides as follows:

- (c) requiring the payment of fees and prescribing the amounts of the fees,*
- (i) on application for and on issuance of permits,*
- (ii) for maintenance inspections,*
- (iii) for providing documentation, records or other information under section 15.10.4, and*
- (iv) for providing information under subsection 15.10.6 (2);*

According to Section 7(8.1) of the Building Code Act, those fees may be added to a property's tax roll in accordance with section 398 of the Municipal Act, 2001, but they are not given priority lien status, so they could not be added to the cancellation price for collection through a municipal tax sale.

Conclusion:

While there may not be a formal policy or process on recovering costs associated with property standards issues within the Town to date, the Town of Kearney has utilized this process as per the BCA and will continue to do so. While every situation is different, Staff do work with landowners as much as possible until such time that the Town must step in to ensure safety and limit liability of the Town as a whole.

Prepared by: Nicole Gourlay, Clerk/Administrator

EMERGENCY RESPONSE PLAN CORPORATION OF THE TOWN OF KEARNEY

December 9, 2024.

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EXECUTIVE SUMMARY

1. *Disclaimer*

The Town of Kearney Emergency Response Plan has been formulated to contain information pertinent to the Township. However, it is not intended to fulfill the needs of every community in Ontario efforts are made to review annually. The Town of Kearney does not, in any way guarantee or warrant the accuracy, completeness or usefulness of any information, product or process disclosed or recommended in this document, or that the procedures laid out herein will be a perfect response to any emergency situation.

2. *Introduction*

The Town of Kearney, management, CEMC and members of the Emergency Management Program Committee developed this emergency response plan in order to provide key officials, agencies, departments and municipal support staff with a general guideline to the expected initial response to an emergency as well as a synopsis of the roles and responsibilities during an emergency.

Municipal departments routinely respond to situations requiring fire, police and ambulance and public works services; however, some situations may escalate beyond the scope of normal operations. These situations need to be dealt with via an emergency plan. The Town of Kearney's' Emergency Response Plan is a generic and flexible document, adaptable to any emergency.

In order for this plan to be effective it is vital that all concerned be practiced and made aware of its provisions and that every official, agency and department be prepared to carry out their assigned functions and responsibilities in an emergency. Equally important, all permanent and/or seasonal residents and business owners be aware of the Emergency Response Plan, thus the public version of the Emergency Response Plan is available for viewing on the Town of Kearney's website. For further information please contact your Community Emergency Management Coordinator (CEMC);

3. Definitions and Acronyms

Community Emergency Management Coordinator (CEMC)	The CEMC is responsible and accountable for coordinating the development and implementation of the municipality's emergency management program in accordance with the standards set out in the Emergency Management and Civil Protection Act and Ontario Regulation 380/04
Emergency	Emergencies are defined as situations or impending situations caused by forces of nature, accident or an intentional act that constitutes a danger of major proportions to life and property. They affect public safety, meaning the health, welfare and property, as well as the environment and economic health of the Town of Kearney. By their nature or magnitude, these situations may require municipal expenditures, requests for additional resources, provisions for emergency shelter, or evacuation. These situations are distinct from normal operations where coordinated activities among agencies are adequate to resolve the situation.
Emergency Information Officer (EIO)	The emergency information officer is responsible for developing and implementing the municipality's emergency information arrangements.
Emergency Management Program Committee (EMPC)	The committee advises Council on the emergency management program, reviews the emergency management program annually and; <ul style="list-style-type: none">• Identifies gaps in resource capability and recommend approaches to fill the gaps• Amends existing plan to reflect changes• Submits proposed amendments to council for approval• Advices the OFMEM Field officer of committee membership and meeting dates.
“Emergency Operations Centre” (EOC)	Every municipality shall establish an emergency operations centre and alternate to be used by the municipal emergency control group in an emergency. The emergency operations centre must have appropriate technological and telecommunications systems to ensure effective communication in an emergency.
“Emergency Site Manager”	The person at the Emergency Site who is designated to coordinate and manage the response to the Emergency. The Emergency Site Manager is appointed by the MCEG and reports to the MCEG.
“Incident Commander”	The person(s) designated by lead agency responding to the Emergency who is responsible for managing the agency's on-scene

lead agency is defined by event (Fire, Police) response operations at the ICP, in consultation and co-ordination with the MECG.

**“Incident Command Post”
(ICP)**

The location from which the Incident Commander oversees incident management. A vehicle, trailer, tent or a building may serve as the ICP, according to what is available and appropriate.

“Mitigation”

Action taken to reduce the adverse impacts of an emergency or disaster.

**“Municipal Emergency
Control Group” (MECG)**

The MECG is a group of individuals which are responsible for directing and controlling all Emergency operations and providing the personnel and resources needed by the Incident Commander to effectively manage the Emergency.

“Support Group”

Agencies or individuals in which may be called upon to attend the EOC depending on the nature of an Emergency.

4. Protection from Liability for Implementation of the Plan

Section 11 of the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E,9 as amended, states;

- a) No action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a Crown employee or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty.
- b) Municipality not relieved of liability (3) Subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of council or an employee of the municipality referred to in subsection (1), and the municipality is liable as if subsection (1) had not been enacted and, in the case of a member of council, as if the member were an employee of the municipality.
- c) Freedom of Information and Protection of Privacy - Any personal information collected under the authority of the Plan shall be used solely for the purpose of planning, preparing and responding to emergencies as defined with the Plan and the release of any information under this Plan shall be made in conformity with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended, Good Samaritans Act.

5. Aim

The aim of this plan is to make provisions for the extraordinary arrangements and measures that may have to be taken to protect the health, safety, welfare, environment and economic health of the residents, businesses and visitors of the Town of Kearney.

The permanent population of the Town of Kearney is 974 residents and there are 1,195 households (permanent and seasonal). The Plan enables a centralized and coordinated response to emergencies in the Town of Kearney.

6. *Emergency Management Program Committee*

Legislation requires “every municipality shall have an emergency management program committee” as per 380/04 Paragraph 11, O.Reg. The committee will advise the council on the development and implementation of the Towns emergency management program. O. Reg. 380/04,s 11 (5)

For the purpose of this emergency response plan the committee will be comprised of the Township Clerk, CEMC, Fire Chief, Roads Supervisor and Mayor. The Community Emergency Management Coordinator shall be appointed as the Committee Chair.

7. *Plan Maintenance*

This Plan was written in 2023 and it is essential that it be kept current and viable by adherence to a maintenance schedule. Responsibility for the plan being kept up to date rests with the Community Emergency Management Coordinator who may delegate tasks accordingly.

The Emergency telephone numbers will be reviewed on an annual basis.

The notification system will be tested annually.

The plan will be exercised once every year as a minimum requirement, in order to test the overall effectiveness of the Emergency Plan and provide training to the MECG and responding staff. Revisions to this plan should incorporate recommendations stemming from such exercises.

The Control Group (MECG) and Support Staff shall receive training and participate in an exercise, once every year as a minimum requirement.

The Vital Services and/or Local Services Directory should be updated annually.

The Community Emergency Management Coordinator will determine the schedule under which the maintenance activities will be performed with EMPC.

The Community Emergency Management Coordinator may update, correct or amend the plan as part of maintenance, however composition of committees, and changes to the roles and responsibilities of said committees must be recognized by council.

8. *Emergency/Hazard Analysis*

The Emergency Response Plan identifies the various emergencies the community will be most likely to experience as follows;

- Energy Emergency (winter)

- Energy Emergency (summer)
- Hazards Materials (fixed site/transportation)
- Flooding
- Snowstorms/Blizzards
- Forest Fires
- Windstorm
- Transportation Emergencies (road/rail/marine)
- Human Health Emergencies
- Civil Disorder

9. Declaration of an Emergency

a) Authority to Declare;

The Emergency Management and Civil Protection Act, R.S.O. 1990, c.E. 9 as amended, Section 4. (1) states;

“The head of council of a municipality may declare that an emergency exists in the town or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the town and to protect property and the health, safety and welfare of the inhabitants of the emergency area”

b) Declaration Requirements

- **Annex A** - Declaration of Emergency document must be completed, signed by the head of council or alternate and faxed or email to the Duty Officer in the Provincial Emergency Operations Centre of Emergency Management Ontario.
- **Annex B** – Checklist in Consideration of a Declaration of Emergency document as a reference too.

c) Action Prior to a Declaration

When an emergency exists but has not yet been declared to exist, community employees may take such action(s) under this emergency response plan as may be required to protect property and the health, safety and welfare of the Town of Kearney.

d) Emergency Notification Procedures

Upon receipt of a warning of a real or potential emergency, the responding department will immediately contact their municipalities CEMC or alternate CEMC, the respective Clerk or Mayor to request the notification system be activated.

With receipt of the emergency warning the CEMC or alternate will notify all members of the Municipal Emergency Control Group and will place MECG group on standby. Members of the MECG appointed by council will receive a Resource Binder with contact information. This resource will not be available as a public document.

Upon receipt of a warning of a real or potential emergency any member of the MECG may activate the EOC.

Upon declaration by the mayor or alternate, the MCEG shall activate the Plan and become responsible for directing and controlling all emergency operations and for providing the necessary personnel and resources.

e) Emergency Alert Levels

Due to the threat of an emergency situation developing or the potential for an emergency situation to change over time, there are two different levels at which emergency personnel can be alerted. The emergency levels are as follows:

Full Alert – Under a “Full Alert” either all or selected members of the MCEG, the Support Group and the advisory staff, are contacted and are instructed to respond to the EOC at a given time or as soon as possible. The balance of the members of the groups will be advised to “Stand by”.

Stand by Alert -- Under a “Standby Alert” either all or selected members of the MCEG, Support Group and the advisory staff are contacted and asked to “Stand by” for further information. This alert level may be used if there is an emergency situation developing or the threat of an emergency occurring which does not merit assembling the members of the above groups.

f) Requests for Assistance

Mutual Assistance from Municipalities;

Mutual Assistance Agreements enable Municipalities, in advance of an Emergency, to set the terms and conditions of the assistance which may be requested or provided. Municipalities requesting and providing assistance are therefore not required to negotiate the basic terms and conditions under stressful conditions and may request, offer and receive assistance according to predetermined and mutually agreeable relationships. Mutual Aid agreements may be enacted at the authority and direction of the head of council or the alternate.

Provincial Assistance;

Assistance may be requested of Emergency Management Ontario at any time. Emergency Management Ontario maintains a 24-hour duty roster and can co-ordinate assistance from a number of Provincial agencies and the Federal Government, including Military Aid to the Civil Authority. When requested by the Town of Kearney, Emergency Management Ontario will send a staff member(s) to the Town of Kearney to provide Provincial liaison and advice on Provincial matters.

Assistance may be requested from the Province of Ontario at any time without any loss of control or authority. Such a request shall be made to the Treasury Board Secretariat, Emergency Management Ontario.

Mutual Aid agreements may be enacted at the authority and direction of the head of council or the alternate.

In the event of a disease outbreak, the Medical Officer of Health or PEOC can notify the Rapid Response Team of the Ministry of Health for assistance. This can be done by

contacting the Spills Action Centre at 1-800-268-6060 and requesting assistance from the Medical Specialist.

g) Termination of a State of Emergency

A Municipal Emergency may be terminated at any time by:

- o The Mayor or Deputy Mayor,
- o The Municipal Council as a whole
- o The Premier of Ontario.

Upon termination of a Municipal Emergency the Mayor will notify:

- o Local Member of Provincial Parliament (MPP);
- o Local Member of Parliament (MP);
- o Emergency Management Ontario, and the Ministry of Community Safety and Correctional Services through the Provincial Operations Centre Duty Officer;
- o The Municipal Council, and;
- o Public and neighbouring community officials, as required.
- o **Annex C -- Termination of Emergency**

10. Emergency Operations Centre & the Operating Cycle

In the event of an Emergency, the EOC will be activated. The MECG and support groups will congregate and work together at the EOC to make decisions, share information and provide support as required to mitigate the effects of the emergency. The location for the EOC will be dependent on the type of emergency and severity of the events.

Operating Cycle

An operations cycle is how the Municipal Emergency Control Group (MECG) manages overall emergency operations. MECG members will come together usually around a planning board or map at which time they will in turn report their agencies' status to the Mayor or Alternate. It is essential that every member, covering each area of responsibility, be heard from during this process. The MECG is a team, and the actions taken by one, or the lack of action by one, may have a significant impact upon operations.

The round table discussion should include problems, questions, resources requests and any other relevant information so that timely informed decisions can be made as a group. Once the meeting is completed, the members should contact their agencies' and pass on any relevant information or directives that come out of the MECG meeting. The frequency of the meetings is determined by the mayor, but should reflect the pace of the emergency and occur on a scheduled basis which may be adjusted accordingly.

11. Municipal Emergency Control Group

a) Composition

Emergency response operations will be directed and controlled by the following officials or their alternates at the EOC. The representatives requested to attend the EOC will be dependent of the type and severity of the emergency. Although not all members may be required to attend the EOC, all members of the MECG must be notified.

a) Primary MECG

- Mayor of the Town of Kearney, or alternate
- Clerk of the Town of Kearney, or alternate
- CEMC for the Town of Kearney, or alternate
- Town of Kearney Road Department representative, or alternate
- Fire Chief, or alternate
- Emergency Information Officer
- Municipal Administrative Staff

b) Support Agencies

- Emergency Management Ontario Representative
- Hydro One Representative
- Ontario Clean Water Agency
- Liaison staff from provincial ministries
- Ontario Provincial Police representative
- Medical Officer of Health or Representative
- Emergency Medical Services Representative
- Red Cross Representative

Any other officials, experts or representatives from the public or private sector as deemed necessary by the MECG

b) Roles and Responsibilities of the Municipal Emergency Control Group

- 1) Advise the Mayor as to whether the declaration of an emergency is recommended;
- 2) Designate any area(s) in the town as an emergency site(s);
- 3) Determine the requirement to call or establish advisory sub-groups as may be required to support implementation of emergency operations;
- 4) Determining if the composition of the MECG is appropriate;
- 5) Direct and coordinate the responding service and agencies to ensure that all action necessary for the mitigation of the emergency are taken expeditiously and are in accordance with the law;
- 6) Provide recommendations on the spending of public funds for the implementation of the Plan;
- 7) Appoint, or confirm the appointment of an Emergency Site Manager(s) who will be the Emergency Control Group's representative on site and will be responsible for the organization and coordination of all emergency response agencies at the emergency site;
- 8) Develop and implement aims, priorities, and strategies in consultation with the Emergency Site Manager;
- 9) Approve or endorse the proposed courses of action for the resolution of the emergency;
- 10) Direct the evacuation of buildings, or areas within the emergency site(s), if necessary;
- 11) Direct the dispersal or removal of person from the emergency site(s) who are in danger, or whose presence hinders emergency operations;
- 12) Direct the discontinuation of public/private utilities or services due to safety or the efficient functioning of emergency operations, if required;
- 13) Direct the activation and operation of reception centre to provide temporary

accommodation to all residents who are in need of assistance due to displacement as a result of an emergency;

- 14) Coordinating and directing their service and ensuring that any actions necessary for the mitigation of the effects of the emergency are taken, provided they are not contrary to law;
 - 15) Ensuring that pertinent information regarding the emergency is promptly forwarded to the Emergency Information Officer for dissemination to the media and public;
 - 16) Maintaining a log outlining decisions made and actions taken and submitting a summary of the log to the Clerk(s) within one week of the termination of emergency, as required, and;
 - 17) Participate in the debriefing following the emergency.
- 18) Coordinate with Province

c) Individual Responsibilities of MCEG members

i. Mayor or Deputy Mayor/ Alternate

The mayor is ultimately responsible for the response to the emergency. The mayor (or Deputy Mayor), and with the advice from the MCEG is responsible for:

- 1) Ordering the activation of the Emergency Response Plan;
- 2) Declaring an emergency to exist and where practical, identifying the area or location of the emergency within the Town of Kearney;
- 3) Declaring an emergency to be terminated;
- 4) Notifying the Treasury Board Secretariat of the declaration of an emergency and termination of declaration of an emergency;
- 5) Ensuring that Town Councillors are advised of the declaration and termination of the declaration of the emergency, and are kept apprised of the emergency situation;
- 6) Ensuring that the public, the media, neighboring Municipal officials, if required, are also advised of both the declaration and termination of the emergency;
- 7) In consultation with the Emergency Information Officer approve news releases and public announcements;
- 8) Formally requesting Provincial or Federal government assistance through the Provincial Treasury Board Secretariat, Emergency Management Ontario;
- 9) Participate in an after action report and a corrective action report;
- 10) Maintaining a personal log of all actions taken, and;
- 11) Conducting and taking part in post-emergency debriefing.

ii. Clerk or Alternate

- 1) Activating the emergency notification system;
- 2) As the Emergency Site Manager, coordinate all operations within the Emergency Operations Centre, including the scheduling of regular meetings;
- 3) Advising the Mayor or alternate on policies and procedures, as appropriate;
- 4) Ensuring a communication link is established between the MCEG and Incident Command;
- 5) Calling out additional town staff to provide assistance, as required;
- 6) Overseeing the issuance of all purchase orders required to support the emergency response, and tracking of all expenditures;
- 7) Ensuring that adequate insurance coverage is in place to cover staff, volunteers and rented/leased equipment;

- 8) Ensure registration of volunteers;
- 9) Coordinating the provision of transportation when requested by other departments
Emergency Site Manager;
- 10) Maintaining a personal log of all actions taken, and;
- 11) Participate in an after action report and a corrective action report.

iii. CEMC or Alternate

- 1) Activating and arranging the EOC;
- 2) Ensuring that security is in place for the EOC and registration of MECG members;
- 3) Ensuring all members of MECG have necessary plans, resources, supplies, maps and equipment;
- 4) Provide advice and clarification about the implementation details of the Emergency Response Plan;
- 5) Acting as a liaison with community support agencies, e.g., Canadian Red Cross, 211;
- 6) Ensure that maps and status boards are kept up to date;
- 7) Ensuring compliance with Act;
- 8) Maintaining a personal log of all actions taken;
- 9) Creating an After Action Report in conjunction with MECG, and;
- 10) Creating a Corrective Action Report in conjunction with MECG;

iv. Fire Chief or Alternate

- 1) Providing the MECG with information and advice on firefighting and rescue matters;
- 2) Depending on the nature of the emergency assign the Incident Commander and inform the MECG;
- 3) Establishing an ongoing communication link between the senior fire official at the Incident Command;
- 4) Determining if additional or special equipment is needed and recommending possible sources of supply, e.g. breathing apparatus, protective clothing other equipment as required;
- 5) Activate mutual aid/ automatic aid if required;
- 6) Provide assistance to other community departments and agencies if necessary;
- 7) Maintaining a personal log of all actions taken, and;
- 8) Participate in an after action report and a corrective action report.

v. Roads Department Representative or Alternate

- 1) Provide the MECG with information regarding infrastructure;
- 2) Establish communications with the senior road/public works department official that is on scene;
- 3) Liaise with neighboring communities to ensure a coordinated response which is supported by road/public works departments;
- 4) Liaison with public utility companies to ensure proper disconnect of services, if required;
- 5) Facilitate and assist with emergency potable water, supplies and sanitation facilities to the requirements of the Medical Officer of Health;
- 6) Provide road department vehicles and equipment as required by any other emergency service;
- 7) Maintaining a personal log of all actions taken, and;
- 8) Participate in an after action report and a corrective action report.

vi. Emergency Information Officer

- 1) Advise the MCEG on matters pertaining to public information, public affairs, and media relations;
- 2) Gather, process and disseminate information for use by the MCEG
- 3) Formulate public information and media releases for review by the mayor or alternate;
- 4) Upon approval of mayor/alternate release information to the public and media;
- 5) Direct the establishment and operation of a Media centre;
- 6) Prepare and distribute public announcements, instructions, or warnings as directed by the mayor or alternate;
- 7) Provide public relations support as required;
- 8) Coordinate all media request, including arrangements for supervised tours near the emergency site(s);
- 9) Maintain a detailed log of all actions taken by the Emergency Information Officer
- 10) Participate in a post-emergency debriefing;
- 11) Approving in coordination with the mayor or alternate, major announcements and media releases;
- 12) Notify 211 when an event has occurred, alerting systems, websites, Facebook;
- 13) Maintain a line of communication with the above providing accurate communication that can be relayed to the public;
- 14) Inform residents they can call 211 for non-emergency information;
- 15) Inform 211, alerting systems, websites and Facebook when the emergency ends.

vii. Almaguin Highlands Division of the Ontario Provincial Police Representative

- 1) Notifying necessary emergency and community services, as required;
- 2) Establishing an ongoing communications link with the senior police official at the scene of the emergency;
- 3) Establishing the inner perimeter within the emergency area;
- 4) Establishing the outer perimeter in the vicinity of the emergency to facilitate the movement of emergency vehicles and restrict access to all but essential emergency personnel;
- 5) Providing traffic control staff to facilitate the movement of emergency vehicles;
- 6) Alerting persons endangered by the emergency and coordinating evacuation procedures;
- 7) Ensuring the protection of life and property and the provision of law and order;
- 8) Providing police service in EOC, evacuee centers, morgues, and other facilities, as required or recommend security service;
- 9) Notifying the coroner of fatalities;
- 10) Liaise with media when necessary;
- 11) Implement Continuity of Operations Plan in the event of internal failure of our infrastructure, and;
- 12) Maintaining a personal log of all actions taken.

viii. Medical Officer of Health or Alternate

- 1) Coordinates public health services with various Emergency Control Group members and related agencies in the Emergency Operations Centre;
- 2) Provides advice to the public and local health care professionals on matters which may adversely affect public health within North Bay and Parry Sound District. (e.g.,

- toxic spills, water quality, air quality);
- 3) Liaises with Ontario Ministry of Health, Public Health Division and area Medical Officers of Health as required to augment and coordinate a public health response as required;
 - 4) Coordinates the surveillance and response to communicate disease-related emergencies or anticipated epidemics according to Ministry of Health directives;
 - 5) Ensure the coordination of vaccine/antiviral storage, handling and distribution across North Bay and Parry Sound District;
 - 6) Initiates and implements mass vaccination clinics during outbreaks of disease within affected municipalities in North Bay and Parry Sound District;
 - 7) Liaises with Director of Public Utilities or alternate within affected municipalities to ensure the provision of potable water, community sanitation, maintenance and sanitary facilities;
 - 8) Provides inspection of evacuation centers, makes recommendations and initiates; remedial action in areas of accommodations standards related to;
 - a. Overcrowding, sewage and waste disposal;
 - b. Monitoring of water supply, air quality, sanitation;
 - c. Food handling, storage, preparation, distribution and service;
 - 9) Liaises with local social service agencies on areas of mutual concern regarding evacuation centers related to public health information;
 - 10) Advises on or orders any necessary evacuation, isolation or quarantine measures;
 - 11) Provides instruction and health information through public service announcements and information networks;
 - 12) Issues orders if necessary, to mitigate or eliminate health hazards as per the Health Protection and Promotion Act;
 - 13) In the event of mass casualties, the Health Unit will monitor the situation to ensure early and sanitary disposition of human remains in order to minimize the spread of disease, and;
 - 14) Liaises with the District Coroner to coordinate the activities of the mortuary within the community and provide assistance when necessary.

ix. Emergency Medical Services (EMS) Representative

- 1) Ensuring emergency medical services at the emergency site;
- 2) Establishing an ongoing communications link with the senior EMS official at the scene of the emergency;
- 3) Obtaining EMS from other municipalities for support, if required;
- 4) Ensuring triage at the site;
- 5) Advising the MECG if other means of transportation is required for large scale response;
- 6) Liaising with the Ministry of Health and Long Term Care Central Ambulance Communications Centre to ensure balanced emergency coverage is available at all times throughout the community;
- 7) Ensuring liaison with the receiving hospitals;
- 8) Ensuring liaison with the Medical Officer of Health, as required, and;
- 9) Maintaining a personal log of all actions taken.

x. Red Cross

- 1) **Shelter &/or Reception Centre Management Services** – The Shelter and Reception Centre Management Services is to set up and operate a Shelter, a safe and temporary facility where evacuees receive basic services and a Reception

Centre, a one-step service site, where evacuees are received and in which the six Emergency Social Services are provided: clothing, lodging, food, family reunification services and inquiry, reception and information and personal services. CRCS will provide support for the use of the shelter facility. Procure, store and distribute supplies and equipment to the lodging facility. Work with the representative of the facility to ensure that the building is used properly.

- a. **CRCS/MECG:** Contract out some specialized logistics services i.e. security and sanitation, to ensure the safety, security and sanitation for the lodging facility
 - b. **MECG:** Designation, evaluation as per the guidelines established by Health Canada, set up and a space utilization plan for each temporary shelter is the responsibility of MECG and/or the Emergency Management Program Committee.
- 2) **Family Reunification Services** – The purpose of the Family Reunification Services is to reunite family members separated in a disaster and to collect information and answer inquiries concerning the condition and whereabouts of missing persons.
 - 3) **Emergency Lodging Services** – The purpose of the Emergency Lodgings Services is to provide, as quickly as possible, safe, temporary lodging to persons in need of this service in a disaster. Set up sleeping areas. Assign residents to sleeping areas. Coordinate with logistics staff for cots, blankets and comfort kits if available.
 - 4) **Reception and Information Services** – Maintain a system for checking occupants in and out when they leave for any period of time. Manage the system of record keeping for registrations. The purpose of the reception and information services is to greet evacuees, provide information regarding services provided within the centre and provide access control to the facility.
 - 5) **Emergency Food Services** – The purpose of the emergency food services is to provide food to evacuees, emergency workers and disaster volunteers. Ensure that the food ordering system is established and implemented. Keep accurate records of food and supplies received and expended. Prepare and monitor the food service staff work schedule. Record the hours of personnel.
 - 6) **Personal Services** – The purpose of Personal Services is to provide for the initial reception of persons affected by disaster arriving at Emergency sites; inform them of immediate emergency help available; offer temporary care for unattended children and dependent elderly; assist with the temporary care of residents from special care facilities and offer emotional care and comfort.
 - a. **CRCS/MECG:** Organize and administer recreation, transportation, first aid, pet care and other services as needed. Identify residents needing additional services and collaborate with appropriate sources to meet such needs.
 - b. **MECG:** Particular personal services may be coordinated through the MECG and contracted with local service providers to meet special needs of disaster victims.
 - 7) **Emergency Clothing** – The purpose of emergency clothing services is to provide clothing to persons in need in a disaster to prevent loss of life from exposure and to meet clothing needs until normal sources of supply are available.
 - 8) **Additional Items – Volunteer/Staff Recruitment, Training and Placement**
 - a. **MECG** – Recruit, place and support staff assigned to the lodging facility. Provide opportunities to residents to serve as volunteers in the facility. Manage other local volunteer organizations.
 - b. **CRCS** – Will provide trained volunteers to deliver Red Cross agreed upon services listed above.
 - 9) **CRCS** - Maintaining a personal log of all actions taken.

12. 211 Notification and Communication

Responsibilities of 211 Representative

- 1)** The 211 staff person who receives notification of an emergency event will document the information using a format that captures what, where, who, when etc. and the name and contact information of the person providing the information.
- 2)** Answer non-emergency calls from the public 24/7/365. Ensure the network of 211 service providers in Ontario is notified, can access the most current information about the event and is available to provide support if needed.

Revised December 9, 2024

ANNEX A - DECLARATION FORM

Municipality: _____ District of: _____

I, _____, (Mayor or Alternate), hereby declare a state of local
Emergency in accordance with the Emergency Management and Civil Protection Act, , R.S.O. 1990, c.E.9,
as amended, due to the emergency described herein;

For the Emergency Area or part thereof described as (geographic area);

Signed _____

Title _____

This ____ day of _____ 201__ at _____ A.M/PM

In the Town of _____

(Note: Fax to EMO Duty Officer @ 416-314-0474)



ANNEX B - CHECKLIST IN CONSIDERATION OF A DECLARATION OF EMERGENCY

(Note: All references in this document refer to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, Chapter E.9, as amended 2006)

** This checklist is for use by municipal heads of council considering the declaration of an emergency within their municipality. This checklist is not intended to provide any sort of legal advice – it is merely a reference tool.*

An emergency is defined under the *Emergency Management and Civil Protection Act* as “a situation, or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise” [Section 1, definition of an emergency].

Under the *Emergency Management and Civil Protection Act*, only the head of council of a municipality (or his or her designate) and the Lieutenant Governor in Council or the Premier have the authority to declare an emergency. The Premier, the head of council, as well as a municipal council, have the authority to terminate an emergency declaration [Sections 4 (1), (2), (4)].

An emergency declaration may extend to all, or any part of the geographical area under the jurisdiction of the municipality [Section 4 (1)].

If the decision is made to declare an emergency, the municipality must notify Emergency Management Ontario (on behalf of the Minister of Community Safety and Correctional Services) as soon as possible [Section 4 (3)]. Although a verbal declaration of emergency is permitted, all declarations should ultimately be made in writing to ensure proper documentation is maintained. Written declarations should be made on municipal letterhead, using the template provided by Emergency Management Ontario, and should be faxed to (416) 314-0474. When declaring an emergency, please notify the Provincial Emergency Operations Centre at 1-866-314-0472.

When considering whether to declare an emergency, a positive response to one or more of the following criteria **may** indicate that a situation, whether actual or anticipated, warrants the declaration of an emergency:

General and Government:

- Is the situation an extraordinary event requiring extraordinary measures?** Section 4 (1) permits a head of council to “take such action and make such orders as he or she considers necessary and are not contrary to law” during an emergency.
- Does the situation pose a danger of major proportions to life or property?** Section 1, definition of an emergency.
- Does the situation pose a threat to the provision of essential services (e.g., energy, potable water, sewage treatment/containment, supply of goods or medical care)?** Some situations may require extraordinary measures be taken or expenditures be made to maintain or restore essential services. A declaration of emergency may allow a head of council to expend funds outside of his or her spending resolutions and/or the regular approval process of the municipality.
- Does the situation threaten social order and the ability to govern?** Whether due to a loss of

infrastructure or social unrest (e.g., a riot), a crisis situation has the potential to threaten a council's ability to govern. In such cases, extraordinary measures may need to be taken. Section 4 (1) provides for extraordinary measures, not contrary to law. Section 55 (1) of the *Police Services Act* provides for the creation of special policing arrangements during an emergency.

- Is the event attracting significant media and/or public interest?** Experience demonstrates that the media and public often view the declaration of an emergency as a decisive action toward addressing a crisis. It must be made clear that an “emergency” is a legal declaration and does not indicate that the municipality has lost control. An emergency declaration provides an opportunity to highlight action being taken under your municipal emergency response plan.
- Has there been a declaration of emergency by another level of government?** [A declaration of emergency on the part of another level of government (e.g., lower-tier, upper-tier, provincial, federal) may indicate that you should declare an emergency within your municipality. For example, in the event of a widespread disaster affecting numerous lower-tier municipalities within a county, the county will likely need to enact its emergency response plan and should strongly consider the declaration of an emergency. In some cases, however, a declaration of emergency by a higher level of government may provide sufficient authorities to the lower-tier communities involved (e.g., municipalities operating under the authority of a provincial or federal declaration).]

Legal:

- Might legal action be taken against municipal employees or councillors related to their actions during the current crisis?** Section 11 (1) states that “no action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a Crown employee or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty.” Section 11 (3), however, states “subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of council or an employee of the municipality....”
- Are volunteers assisting?** The *Workplace Safety and Insurance Act* provides that persons who assist in connection with a declared emergency are considered “workers” under the Act and are eligible for benefits if they become injured or ill as a result of the assistance they are providing. This is in addition to workers already covered by the Act.

Operational:

- Does the situation require a response that exceeds, or threatens to exceed the capabilities of the municipality for either resources or deployment of personnel?** Section 4 (1) permits the head of council to “take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan.” Section 13 (3) empowers a municipal council to “make an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency.”

- Does the situation create sufficient strain on the municipal response capability that areas within the municipality may be impacted by a lack of services, thereby further endangering life and property outside areas directly affected by the current crisis?** Some situations may require the creation of special response agreements between the municipality and other jurisdictions, private industry, non-government organizations, etc. Section 13 (3) states that the “council of a municipality may make an agreement with the council of any other municipality or with any person for the provision of personnel, service, equipment or material during an emergency.”
- Is it a consideration that the municipal response may be of such duration that additional personnel and resources may be required to maintain the continuity of operations?** In the event of a large-scale crisis, such as an epidemic or prolonged natural disaster, municipal resources may not be able to sustain an increased operational tempo for more than a few days. This is particularly true if emergency workers are injured or become ill as a result of the crisis. In such a case, the municipality may need to utilize outside emergency response personnel. Section 13 (3) provides for mutual assistance agreements between municipalities.
- Does, or might, the situation require provincial support or resources?** Provincial response (e.g., air quality monitoring, scientific advice, airlift capabilities, material resources, etc.) may involve numerous ministries and personnel. Activation of the municipal emergency response plan, including the opening of the Emergency Operations Centre and meeting of the Community Control Group, can greatly facilitate multi-agency and multi- government response.
- Does, or might, the situation require assistance from the federal government (e.g., military equipment)?** Section 13 (2) authorizes the Solicitor General, with the approval of the Lieutenant Governor in Council, to make agreements with the federal government. In Canada, federal emergency assistance is accessed through, and coordinated by, the province. The declaration of an emergency may assist a municipality in obtaining federal assistance.
- Does the situation involve a structural collapse?** Structural collapses involving the entrapment of persons *may* require the deployment of one or more Heavy Urban Search and Rescue (HUSAR) teams. Ontario has a HUSAR team. This team is specially equipped and trained to rescue persons trapped as a result of a structural collapse. Any municipality in the province can request a HUSAR deployment to a declared emergency. Requests for HUSAR resources should be made through your local mutual aid fire coordinator. Approval for the dispatch of the HUSAR team comes from the Commissioner of Emergency Management.
- Is the situation a large-scale or complex chemical, biological, radiological, or nuclear (CBRN) incident?** Response to CBRN incidents requires specialized resources and training. Ontario is developing three CBRN teams to respond to incidents throughout the province. CBRN teams are only dispatched to declared emergencies. Requests for a CBRN deployment should be made through your local mutual aid fire coordinator. Approval for the dispatch of CBRN teams comes from the Commissioner of Emergency Management.
- Does the situation require, or have the potential to require the evacuation and/or shelter of people or animals [livestock] from your municipality?** Evacuee and reception centres often use volunteers as staff. As noted above, the declaration of an emergency enacts certain parts of the *Workplace Insurance and Safety Act* related to volunteer workers. Secondly, an evacuation or sheltering of citizens has the potential to generate issues pertaining to liability. Section 11 of the *Emergency Management and Civil Protection Act* may provide municipal councillors and employees with certain protections against personal liability.

- Will your municipality be receiving evacuees from another community?** The issues discussed in the previous bullet may apply equally to municipalities accepting evacuees.

Economic and Financial:

- Does the situation pose a large-scale disruption to routine patterns of transportation, or re-routing of large numbers of people and vehicles?** The rerouting of people and vehicles poses a potential liability risk. Keeping persons from their homes and delaying commercial traffic are both sensitive issues. Section 11 of the Act may provide certain protection from liability. Section 4 (1) allows for extraordinary measures to be taken, providing they are not contrary to law.
- Is an event likely to have a long term negative impact on a community's economic viability/sustainability, including resulting unemployment, lack of available banking services and restorative measures necessary to re- establish commercial activity?** The declaration of an emergency may facilitate the ability of the municipality to respond to economic losses.
- Is it possible that a specific person, corporation, or other party has caused the situation?** Section 12 states that "where money is expended or cost is incurred by a municipality or the Crown in the implementation of an emergency plan or in connection with an emergency, the municipality or the Crown, as the case may be, has a right of action against any person who caused the emergency for the recovery of such money or cost...."

Annex C- Logistics

Emergency Operations Centre

The EOC will be located in the Kearney Seniors Room in the Kearney Community Centre at 8 Main Street.

The alternate EOC will be located at the Kearney Firehall at 111 Main Street.

Equipment

The equipment required for the EOC is organized in a kit form. The kit is in the Municipal storage closet. The Community Emergency Management Coordinator is responsible for inspecting the kit on a regular basis and for ensuring that the contents are in working order.

Additional equipment, which is required for the EOC, is listed below:

ITEM	LOCATION
Fax machine	Municipal Office
Television	Library
Telephones	Municipal office
White boards	External storage, Unit 7
Ham radio	Burks Falls Amateur Radio Club
Flip charts	Municipal office

ANNEX D - TERMINATION FORM

I, _____ (Mayor or Alternate) hereby declare that the emergency related to _____

is terminated in accordance with the

(State the general description of the declared emergency)

Emergency Management and Civil Protection Act, R.S.O. 1990.

Signed _____

Title _____

This ____ day of _____ 20__ at _____ A.M/PM

In the Town of _____

Fax to Provincial Emergency Operations Centre Duty Officer @ 416-314-0474

ANNEX E - DISTRIBUTION LIST

COPY NUMBER	LOCATION	ISSUED DD/MM/YYYY

ANNEX F - AMENDMENTS

UPDATED DD/MM/YYYY	COMMENTS	UPDATED BY

ANNEX G -- FLOOD MANAGEMENT PLAN

1. PURPOSE

- 1.1. The purpose of the Flood Management Plan is to prepare for the most efficient deployment of resources to achieve the following:
- To provide effective cooperation and communication before, during and after a flood event.
 - A coordinated response consistent with prevailing conditions and information provided by external agencies, such as Ministry of Natural Resources & Forestry's' Water Management Department, and Environment Canada's Flood Forecasting and Warning System.
 - To define the roles and responsibilities of the Township Departments and supporting agencies involved in a flood emergency.
 - To define the procedures to be utilized in minimizing the effects of a flood emergency in the Town of Kearney.

2. SCOPE

- 2.1. The Flood Management Plan outlines the assistance that will be provided to the town and its residents during flood emergencies. The Corporation of the Town of Kearney will work with residents to help prepare for, prevent and/or mitigate where possible, and coordinate a response to flood emergencies.

3. ROLES & RESPONSIBILITIES

3.1. Ministry of Natural Resources & Forestry (MNR)

- Responsible for Provincial flood emergency management (Provincial Order in Council No. 1157/2009).
- Maintain a Provincial Flood Warning System to provide Conservation Authorities and Municipalities with early alerts of major precipitation events.
- In partnership with Environment Canada, maintain a network of hydrometric stations under a Federal/Provincial Agreement that ensures all water level/flow data is collected in such a way as to conform to national standards.
- Conduct flood damage estimation and assessment after the flood.

3.2. Municipal Affairs and Housing (MAH)

- Provide appropriate provincial assistance as required.

- Determine provincial funding as appropriate.

3.3 Emergency Management Ontario (EMO)

- Assist with the identification of potential liability issues and possible solutions.
- Liaise with other municipalities as required.
- Liaise with federal government agencies as required.
- Assist with emergency information and communication
- Assist with the identification and implementation of short and long term recovery strategies.

3.4 Municipal Corporation of the Town of Kearney

3.4.1 Prevention/Mitigation

The town is responsible for developing and implementing mitigation strategies to prevent or lessen the occurrence and/or severity of flooding. These Strategies include:

- Control development in and around flood zones using Zoning by-laws, Official Plan and Site Plan Development
- Work with the MNRF to map the flood areas and the impact on critical infrastructure.
- Develop and circulate public education material concerning flood prevention and clean-up.

3.4.2 Response/Recovery

As with any emergency, the first priority is responder and public safety. The second priority is the protection and maintenance of public critical infrastructure in order to maintain basic services, such as hydro, gas, and telecommunications systems. When flood conditions are present the Corporation of the Town of Kearney will:

- Activate the Flood Management Plan.
- Determine the Emergency Alert Level and notify the Municipal Emergency Control Group (MECG).
 - **Full Alert** – Under a “Full Alert” either all or selected members of the MECG, the Support Group and the advisory staff, are contacted and are instructed to respond to the EOC at a given time or as soon as possible. The balance of the members of the groups will be advised to “Stand by”.
 - **Stand by Alert** -- Under a “Standby Alert” either all or selected members of the MECG, Support Group and the advisory staff are contacted and asked to “Stand by” for further information. This alert level may be used if there is an emergency situation

developing or the threat of an emergency occurring which does not merit assembling the members of the above groups.

- Review the Declaration of Emergency Checklist.
- Direct and control all flood response operations in the town.
- Coordinate the acquisition of emergency response equipment, personnel and other resources required at the incident site.
- Provide assistance to residents displaced by flooding. Communicate evacuation messages and direct to Community Centre as arrangements are made to open the comfort station.
- Disseminate vital emergency information to staff, the media and citizens using appropriate channels EIO, 211 Facebook, website.
- Provide information to the public concerning water supply safety, alternative sources of water and protective actions to be taken.
- Request assistance from agencies not under Municipal control, as required, such as Mutual Assistance Agreements, Red Cross and/or local industry.
- Provide residents and businesses with information on safe handling of items damaged by water/sewage.
- Explore mitigation and prevention strategies to reduce the impact of future flood events.

3.5 Site Operations Public Works Department

Incident Command assumes responsibility for the overall coordination of all operations at the emergency site and is the point of contact between the MECG and site operations.

- Identify the flood risk areas and monitor during periods of spring runoff and as determined by the Watershed Statements issued by the MNRF.
- Prioritize response activities.
- Evaluate and identify equipment and resources needed.
- Report broken or damaged utility lines to the proper agency.
- Communicate with municipal administration to coordinate road closures.
- Secure the affected areas based on need and availability of staff.
- Request the disconnection or discontinuance of any service that may constitute a public hazard, ESA.

- Communicate with the MCEG for assistance with additional resources, PEOC.
- Maintain and distribute a supply of sand for sandbagging operations.

3.6 Community Emergency Management Coordinator

The Community Emergency Management Coordinator with the assistance of the Emergency Municipal Program Committee will review the policy and determine the amendments as required.

- Monitor Watershed Statements issued by the MNRD and liaise with the Public Works Department to ensure supplies and resources are available if needed.
- Maintain inventory of supplies such as sandbags and public information packages.
- Train the MCEG in preparation of the activation of the Emergency Response Plan and Program.
- Train the administrative staff on this plan, road closure forms, information packages, and social media messaging.

3.7 Town Administrative Staff

The town administration will be responsible for assisting the Public Works department to inform residents and answer questions that may arise. During regular office hours administration will:

- Disseminate Watershed Statements, public awareness packages and advise the MCEG of public requests for information.
- Post information on social media to advise residents as conditions change.
- Complete road closure forms and distribute to applicable agencies and public.
- Distribute sand bags and locations of available sand to affected residents.

4 COMMUNICATION – Municipal Public Warning Strategy

As there is no audible warning system located within the Town of Kearney, the public will be alerted to flooding conditions through local media and social media. Warnings will also be posted on the Township's website. In extreme circumstances, public warning may also be done through vehicle public address systems and/or door-to door contact by town services and/or volunteers.

Flood Message Definitions

Provincial Flood Messages

There are 2 types of **provincial** flood messages:

- **Provincial Flood Watch**, which provides consistent and timely technical information about the potential for flooding
- **Provincial Watershed Conditions Statement**, which provides information on provincial watershed conditions as they relate to flood potential, and an outlook on expected spring flood conditions

Local Flood Messages

There are 3 types of **local** flood messages:

- **flood warning:** flooding is imminent or already occurring
- **flood watch:** there is the potential for flooding
- **watershed conditions statements:** an early notice of the potential for flooding based on heavy rain, snow melt etc., and water safety information.

5 PUBLIC INFORMATION SHARING

The Municipal Corporation of the Town of Kearney has compiled information for residents on what to do before, during and after a flood. This information is available on the Towns website.

After a flooding event, the Township will circulate information to affected residents to assist them in accessing services and recovering from the event. Information will be disseminated through local media, social media, and on the towns website.

ANNEX H -- SANDBAG DISTRIBUTION

1. PURPOSE

1.1. To provide residents with sandbags to protect their property from potential widespread flooding as a result of high levels of spring snow melt and/or heavy rainfall.

2. SCOPE

2.1. The sole responsibility for protection of private property in the event of a flood lies with individual property owners and not with the Corporation of the Town of Kearney. The Town of Kearney will only provide sandbags in anticipation of severe, widespread flooding. The Township will not provide sandbags during most short duration or routine storm events typically experienced in the area.

2.2. If your property has a history of flooding or recurring standing water each year, such as water building up at the garage or back patio, you are encouraged to acquire a personal stock of sandbags and sand in advance of the rainy season and have them on hand throughout the winter. Sandbags are available through the town's municipal office. Sand will be made available to residents in affected areas.

3. STANDARDS/PROCEDURES

3.1. In the event of an emergency, Town crews and staff will establish locations to furnish sand and sandbags to the public. Residents should bring their own gloves and shovels to fill the bags they need.

3.2. It should be noted that in the event of large scale flooding the Town cannot guarantee the availability of sandbags and sand to private property owners. Reliance on the Town to provide sandbags should not be considered as the primary means of protections.

Distribution of sandbags will be based on the following priorities:

- a) To prevent serious injury or loss of life
- b) Maintaining access to emergency services
- c) Protecting vital infrastructure and community facilities
- d) Protection of privately owned property

3.3. Owners of properties at risk of flooding are therefore encouraged to keep, where possible, their own stock of empty sandbags together with sufficient stocks of sand to fill bags at times of potential flooding.

3.4. Sandbags distributed by the Town during an emergency must be used to protect primary residences, small businesses, small farms, charitable organizations and must be used to protect buildings not land.

3.5. Large agriculture and commercial operations are responsible for obtaining and storing enough sand and sandbags for their own needs.

4. COMMUNICATION

4.1. Sandbag distribution will be initiated when a “Flood Watch” is issued by the Ministry of Natural Resources and Forestry (MNR). The Town will post notices issued by the Ministry of Natural Resources and Forestry on the website. The Public Works Manager will monitor areas identified as locations of regulatory flood elevations on the Magnetawan River, as well as flood plain areas designated in the Official Plan.

4.2. Residents within the affected areas will be notified of sandbag distribution and the location of available sand for the purpose of filling bags.

5. STOCK & SUPPLIES

5.1. The Corporation of the Town of Kearney will keep 1,500 sandbags in serviceable condition and 3 tonnes of sand at all times for use during an event. This supply will be increased when high water in the Magnetawan River is expected as a result of the spring freshet based on a formula provided by the Ministry of the Environment.

Bags Required for 30 metres of Dyke	
Height	# of Bags
1/3 metre	600
2/3 metre	2,000
1 metre	3,400

5.2. The Corporation of the Town of Kearney will provide fifteen (15) unfilled sandbags, free of charge, to residents in affected areas. Residents may purchase additional sandbags at the Home Building Centre, Home Depot and Canadian Tire store.

5.3. Disable and elderly residents should contact 211 for assistance with sandbagging.

5.4. Non-residents of the Town of Kearney may request to purchase sandbags for \$1.00/bag should the need arise.

HOW TO USE SANDBAGS

Sandbags are one of the most well-known means of keeping floodwater out of a property during flood events. However, sandbag construction does not guarantee a water-tight seal, but is satisfactory for use in most situations. Their performance is improved when used in conjunction with a de-watering pump.

Untied sandbags are recommended for most situations. Tied sandbags should be used only for special situations when pre-filling and stockpiling may be required, or for specific purposes such as filling holes, holding objects in position, or to form barriers backed by supportive planks. Tied sandbags are generally easier to handle and stockpile. However, sandbag filling operations can generally be best accomplished at or near the placement site, and tying of the bags would be a waste of valuable time and effort. If the bags are to be pre-filled at a distant location, due consideration must be given to transportation vehicles and placement site access.

The most commonly used bags are untreated burlap sacks available at feed or hardware stores. Empty bags can be stockpiled for emergency use, and will be serviceable for several years, if properly stored. Filled bags of earth material will deteriorate quickly.

Commercial plastic sandbags, made from polypropylene, are also available from most bag suppliers. These will store for a long time with minimum care, but are not biodegradable. Thus, they have to be disposed of, or will remain around for a long time. Do not use garbage bags, as they are too slick to stack. Do not use feed sacks, as they are too large to handle. Use bags about 14-18" wide, and 30-36" deep.

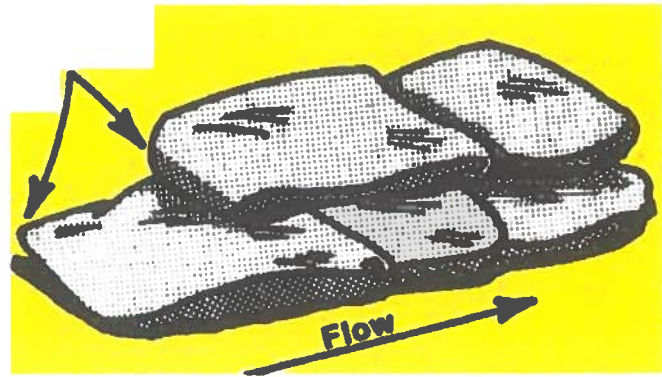
A heavy bodied or sandy soil is most desirable for filling sandbags, but any usable material at or near the site has definite advantages. Coarse sand could leak out through the weave in the bag. To prevent this, double bag the material. Gravelly or rocky soils are generally poor choices because of their permeability.

Sandbag barriers can easily be constructed by two people, as most individuals have the physical capability to carry or drag a sandbag weighing approximately 30 pounds.

How to fill a sandbag

Filling sandbags is a two-person operation. Both people should be wearing gloves to protect their hands. One member of the team should place the empty bag between or slightly in front of widespread feet with arms extended. The throat of the bag is folded to form a collar, and held with the hands in a position that will enable the other team member to empty a rounded shovel full of material into the open end. The person holding the sack should be standing with knees slightly flexed, and head and face as far away from the shovel as possible. The shoveler should carefully release the rounded shovel full of soil into the throat of the bag. Haste in this operation can result in undue spillage and added work. The use of safety goggles and gloves is desirable and sometimes necessary.

Bags should be filled between one-third (1/3) to one-half (1/2) of their capacity. This keeps the bag from getting too heavy, and permits the bags to be stacked with a good seal.



How to Place Sandbags

Fold the open end of the unfilled portion of the bag to form a triangle. If tied bags are used, flatten or flare the tied end. When building a sandbag dyke a builder must first excavate a bonding trench by removing a strip of soil and placing sandbags one deep and two wide in the trench in order to key the dyke in. A sandbag dyke should be three times wider than it is high. For example if the dyke needs to be one metre high it should be at least three metres in width.

Place the partially filled bags lengthwise and parallel to the direction of flow, with the open end facing against the water flow. Tuck the flaps under, keeping the unfilled portion under the weight of the sack.

Place succeeding bags on top offsetting by one-half (1/2) filled length of the previous bag, and stamp into place to eliminate voids, and form a tight seal. Stagger the joint connections when multiple layers are necessary. For unsupported layers over three (3) courses high, use the pyramid placement method.

ANNEX I – MUTUAL ASSISTANCE PLAN

6 PURPOSE

- 6.4** To provide direction to the external departments of the Corporation of the Town of Keamey in regard to the Mutual Assistance Agreement.

7 SCOPE

- 7.4** Whereas Section 13.(3) of the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9 provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during an Emergency;
- 7.5** During an emergency, any party may request assistance from any of the other parties and such request may include specialized personnel, service, equipment and/or material.

8 STANDARDS/PROCEDURES

- 8.4** In the event of an emergency, Town crews and staff may be requested to assist a partnering municipality as outlined in the Mutual Assistance Agreement.
- 8.5** At least annually, the department heads will review and amend the list of personnel, services, equipment and material that may be available to a requesting municipality. This list will be maintained within the Resource Binder for the Emergency Response Plan and Program.
- 8.6** The Community Emergency Management Coordinator will be responsible to ensure the annual review is completed and amendments to the listing is current.

9 COMMUNICATION

- 9.4** All members of the Municipal Emergency Control Group will review the requirements of the Mutual Assistance Agreement and be aware of the existence of available resources within the departments of the town as part of the annual training requirements.
- 9.5** Administrative staff will review this plan and be aware of the existence of available resources within the departments of the town.

December 9, 2024.

Annex J- Mutual Assistance Agreement

I _____, Clerk Administrator/Designated Official of _____, duly authorized to do so by the Council of The Town of Kearney do hereby confirm my request of _____

. To provide assistance in the form of,

_____ Personnel

_____ Services

_____ Equipment

_____ Material

As is more particularly set out in detail as follows:

The above confirms the assistance verbally requested on _____, and which assistance _____ has agreed to provide.

Dated at _____ this _____ day of _____, _____.

Chief Administrative Officer/Clerk
(assisted Municipality)

Confirmed at _____ this _____ day of _____, _____.

Chief Administrative Officer/ Clerk
(assisting municipality)

Annex-K Revision Request Form

TO: _____

Request Date: _____

Section Number:

Paragraph Number:

Description of Revision:

Requested by:

Address:

Manual Number:

Request Acknowledgement:

Request Numbered and Logged:

Review Date:

Correspondence Required:

Approval Date:

Revision Number:

Revision Date:

Issue Date:

Submitted by:

Annex L – Emergency Notification List

Community Control Group Emergency Notification List.

Mayor:

Cheryl Philip

Cell: 705-636-5148

mayorcherylphilip@gmail.com

Alternate:

Mike Rickward

Cell: 705-471-4482

Michaelrickward@hotmail.com

Clerk Administrator:

Nicole Gourlay

Office: 705-636-7752

Cell: 416-988-1418

Nicole.gourlay@townofkearney.ca

Ontario Provincial Police Representative:

Attachment Commander: Doug Vincer

Doug.vincer@opp.ca

Alternate:

Micheal Ogrady

Micheal.ograd@opp.ca

Fire Chief:

Paul Schaefer

Fire Hall: 705-636-7402

Cell: 705-571-3761

Paul.schaefer@townofkearney.ca

Alternate:

David McKean

Cell: 705 787-5423

Davidmckean326@yahoo.com

Public Works:

Paul Audette

Garage: 705-636-7029

Cell: 705-746-1735

Paul.audette@townofkearney.ca

Treasurer:

Jenny LeBlonde

Office: 705-636-7752

Jenny.leblonde@townofkearney.ca

Emergency Information Officer:

Amanda Mashinter

Cell: 905-716-4423

amandamashinter@hotmail.com:

Human Relations representative:

Nicole Gourlay

Office: 705-636-7752

Cell: 416-988-1418

Nicole.gourlay@townofkearney.ca

Upon activation, the notification process will be carried out at once by the CEMC (or if the CEMC cannot be reached this duty passes onto the Mayor or Deputy Mayor), who will note the detail of the message (e.g. description of the emergency, instructions to remain on standby or assemble at the EOC, etc.). The CEMC will ensure that this information is passed to and understood by each person contacted. Persons on the notification list will be called in order, starting with the mayor.

CEMC will ensure that this information is passed to and understood by each person contacted. Persons on the notification list will be called in order, starting with the mayor.

If the primary person cannot be reached at any of the listed numbers, telephone the alternate. If neither can be reached, go on to the next appointment on the list. Once the end of the list has been reached, try again to reach those who were not available on the first attempt.

Note the exact time each person was reached.

Should an emergency occur or an impending emergency, contact should be made with the Emergency Management Ontario Duty Officer (24/7) at 1-877-314-3723 or 416-314-0472 or fax at 416-314-3758 for advice and assistance during the emergency.

If a state of emergency is declared, then the mayor should make a call to the Emergency Management Duty Officer and the Declaration of Emergency should be sent by fax.

Attached as **Appendix 1** is a sample script of the Notification Message Format for members of the CCG that may be copied and completed appropriately.

Attached as **Appendix 3** is the Declaration of Emergency Form.

Annex M – Post-Emergency Debriefings and Reports

After any emergency, it is critical to follow up with a debriefing and reporting process. This will ensure that the lessons learned during your response are not forgotten and can be incorporated into your emergency plan and operational procedures. It is also an opportunity to recognize positive experiences, efforts and actions that occurred during the emergency. All organizations should indicate time and resources to this process.

The following multi-step debriefing process should begin once the emergency is terminated, and the public has been informed.

a) Individual Organization Debriefing

- The Individual Organization Debriefing should be held as soon as possible after termination of the emergency.
- Each municipal, provincial, federal, volunteer organization, etc., should conduct a debriefing with his or her staff that participated in the emergency response.
- Prepare a report based on information shared at the meeting.

b) Joint Debriefing

- The Joint Debriefing should be held within a week or two of the Individual Organization Debriefing.
- All key organizations involved in the emergency response should be present.

- Each organization should make their report based on their Individual Organization Debriefing, ensuring that the following points are covered in their report:

1. Report by_____.
2. How the response was organized/managed by individual organizations.
3. Issues, Problems, Concerns, Lessons Learned, Positive Lessons and Experience's.
4. Recommendations/Actions Required.
5. Follow-up Action(s) Assigned to _____.
6. Summary and Conclusions.

ANNEX N- PLAN MAINTENANCE AND REVISION

a) Annual Review

- The Emergency Response Plan will be reviewed at least annually and, where necessary, revisions will be identified by the CCG.
- Each time the Emergency Response Plan is revised, it must be forwarded to Council for approval; however, revisions to an annex or appendices or minor administrative changes can be made without Council's approval.
- The Chief Administrative Officer shall distribute copies of any revisions to persons listed in **Annex A** and all members of council.

b) Testing the Plan

- Annual exercises will be conducted to test the overall effectiveness of the Emergency Response Plan provide training to the CCG and on-site personnel.
- Revisions to the Emergency Response Plan should attempt to incorporate recommendations stemming from such exercises.

Annex O – Declaration of An Emergency Contact List

- a) Emergency Management Ontario, Duty Officer (24/7), 877-314-3723, 416-314-0427, General Inquiry (during business hours), 416-314-3723, Fax 416-314-3758, Field Officer- Dianne Ploss, 437-424-9433, 866-314-0427.

- b) Minister of Community Safety and Correctional Services 416-325-0408.

- c) Parry Sound District Social Services Advisory Board, Margaret Docherty- Emergency Social Services Coordinator 705-746-8886 ext. 211 or 800-461-4464, cell 705-733-3385.

- d) North Bay- Parry Sound District Health Unit 705-474-1400, fax 705-474-8252.

- e) Town Council
 - a. Mayor Cheryl Philip 705-636-5148
 - b. Deputy Mayor Micheal Rickward 705- 471-4482
 - c. Councillor Keven Beaucage 705-571-5942
 - d. Councillor Heather Pateman 705-571-0533
 - e. Councillor Jill Sharer 705-721-3942

- f) Ontario Provincial Police, Burks Falls 705-382-2015 or 888-310-1122

- g) Neighbouring Communities- Township Office, Village Contact
 - a. Armour 705-382-3332
 - b. Joly 705-384-5428
 - c. Machar 705-386-7741
 - d. Magnetawan 705-387-3947
 - e. McMurrich 705-685-7901
 - f. Perry 705-636-5941
 - g. Ryerson 705-382-3232
 - h. Strong 705-384-5891
 - i. Burks Falls 705-382-3138
 - j. South River 705-386-2573
 - k. Sundridge 705-384-5316

- h) M.P. Scott Aitchison 705-789-4640
- i) M.P.P Graydon Smith 705-645-8538

Appendix 1

Town Logo

I, _____, am calling to inform you that the Emergency Operations Centre will be activated at _____ due to _____. As a member of the Community Group, you should report to _____ at _____ and report to the Community Emergency Coordinator or Operations Officer. Please bring the following resources with you (including a copy of the Emergency Response Plan, clothing, phone list, all other necessary items that may aid in the event of an emergency).

Thank You

Note: The caller delivering this message MUST record the date and time each member (or alternate) of the CCG was contacted.

Appendix 2

Volunteer Registration Form

Associated Agency: _____

Surname: _____ Given Names: _____

Address: _____

Telephone # (Home) _____ Business: _____

Occupation: _____

Employer: _____

Next of Kin: _____

Address: _____

Telephone #: _____

Medical Restrictions: _____

Nature of Work: _____

Regional Department in Authority: _____

Date Enrolled: _____ Time: _____

Place: _____

In applying to perform duties for the Town of Kearney as a volunteer worker, I fully understand and agree to the following:

That I will not receive any remuneration, salary, wage or any other employee benefit whatsoever, or be covered by Workers Compensation benefits*.

That except as authorized, I will not use Town facilities and equipment to divulge or make any use of confidential information.

By signing this form, I acknowledge having read and agree to the above conditions.

Signed at _____ this _____ day of _____, 20____.

(Volunteer)(Associated Agency's Enrolling Officer)

*(Special provisions in the Workers' Compensation Act deem the Municipality to be an employer of all persons who assist in connection with a declared emergency. Therefore, under these circumstances, Workers Compensation Coverage may be available to a volunteer worker injured in the course of their assigned duties.)

Appendix 3

Revision Request Form

To: _____ Request Date: _____

Section Number:

Paragraph Number:

Description of Revision:

Requested By:

Address:

Manual Number:

Request Acknowledgement _____ Approval Date _____

Request Numbered and Logged _____ Revision Number _____

Review Date _____ Revision Date _____

Correspondence Required _____ Issue Date _____

Submitted by: _____

Appendix 5

Press Release Template

For Immediate Release

Press Release Number: _____

ATTENTION GETTING HEADLINE IN BOLD HERE

Contact name: _____

Address: _____

Phone Number and Availability: _____

Alternate Phone Number: _____

Email: _____

URL: www.townofkearney.com

Town, Province- quick summary

First Paragraph- Answer the important questions like who, what, when, where, why and how.

More information and facts.

Add a quotation to break up the release and make for easy reading. Quotations can be from you or a testimonial.

(If applicable) Direct the reader to the page on your website where s/he can find more information on your announcement.

Appendix 6

Assistance to Municipalities for Disaster Recovery- Public Damage Report

Local Municipality:

District:

Mailing Address:

Email Address:

Postal Code:

Telephone Number:

Fax Number:

Contact Person and Title:

AMOUNT OF ASSISTANCE RECEIVED FOR DAMAGE DUE TO RECENT \$

EXPENSES INCURRED DURING AND AFTER FLOOD DISASTER EVENT (duration/dates)

COSTS INCURRED FOR (see attached)	DETAILS	RECIPTS Yes/no	AMOUNT SPENT	FOR MINISTRY USE ONLY
Evacuation and shelter				
Emergency Relief				
Incremental equipment				
Clean up costs				
Overtime/Employees hired for				
Disaster relief effort				
Emergency Communications				
Additional security costs				
Repair/restoration of municipal infrastructure to pre disaster condition				
		TOTAL		
THIS IS AN INTERIM REPORT	date			
THIS IS A FINAL REPORT	date			

If space above is insufficient, additional information may be attached to the report.

I certify that

1. All expenditures above were expended by the municipality for disaster- related damages.
2. Records relating to this application will be maintained for 2 years from the date of the application.
3. All costs reported herein were not eligible to be claimed for under any insurance provider.
4. This report has been ratified by municipal council motion/resolution.

Signature of Clerk

Date

Appendix 7

Sample Resolution for ODRAP

Session Date: _____

Moved By: _____

Seconded By: _____

WHEREAS the Town of Kearney recently experienced a _____
_____ on _____.

NOW THEREFORE BE IT RESOLVED THAT the council of the Corporation of the Town of Kearney hereby requests the Minister of Municipal Affairs and Housing to declare the _____
_____ a “disaster area” for the purposes of the Ontario Disaster Relief Assistance Program (ODRAP);

AND FURTHER, should the Minister declare a disaster, Council will immediately, under the authority of ODRAP, appoint members to a disaster relief committee to administer ODRAP, as required.

Appendix 9

Vital Services Contact List

Shelter and Reception Centres

Royal Canadian Legion

Kearney Branch, 58 Park Road- 705 636-5889

Catholic Church 89 Rain Lake Road, 705 636-5334

Arenas

Burks Falls- 705 382-3138

Sundridge- 705 384-7339

Community Centre

Kearney Community Centre, 8 Main Street- 705 636-7752

Emsdale Community Centre- Hwy 592- 705 636-7739

Schools

Scarborough Education Centre, Echo Ridge Road- 705 636-5384

Evergreen Heights Education Centre, Emsdale- 705 636-5900

Land of Lakes Senior Public School, Burks Falls- 705 382 2924

Near North Board of Education, 705 386-2387

Food/Water

Corner Snack Bar (seasonal) 518& Main Street, 705 636-7204

Fork on Main 108 Main Street, 705 917-3392

Red Canoe (Edgewater Park), 705 636-5683

Sandhurst Resort Boat Ramp Road, 705 636-7705

Silversands Resort 98 Northshore Road, 1 800-267-6133

Yettis Pizza, 613 812-9384

Culligan Springs, 668 Masons Road, 705 636-7777

Muskoka Springs, Gravenhurst, 705 687-8852

Kearney General Store, 705 636-7999

Hopes Foodland, 705 789-1777

Rickwards Quickway, 705 636-5956

Emergency/Fire/Medical/Police

911

Non-Emergency

Kearney Firehall, 705 636-7402

Perry Firehall, 705 636 5311

Burks Fall Firehall, 705 382-2020

McMurrich/Montieth Firehall, 705 685-7883

Huntsville District Memorial Hospital, 705 789-2311

Ministry of Health, 800 268-1153

North Bay Parry Sound District Health Unit, 705 474-1400

Red Cross Bracebridge, 705 645-6233

Energy

Fetterly's Garage, 705 636-5375

Edgewater Park Lodge, 705 636-5683

Muskoka Fuels, 705 789-4631

Superior Propane, 877 873-7467

Budget Propane, 888 405-7777

Moore's Propane, 705 724-2915

Ontario Hydro

Hydro One power outage, Fallen trees and Emergency Line:

800 434-1235, Media and Community Relations for Elected Officials

Monday to Friday, 416-345-6799/ 877 345-6799.

Huntsville 7:30-4:30, 888 871-3488 or 705 789 4452

After hours, 800 461-6418 or 705 725-2894.

North Bay, 705 472-3581 or 705 472-3582

Hydro One

Huntsville, 800 461-6418

Parry Sound, 800 663-5078

Transportation

Snowmobile Clubs

Almaquin District Snowmobile Club, President John McDermid, 705 636-5556

Highland Rovers Snowmobile Club, President Mark Reynolds, 705 783-1497

Snowmobile Sales

Rickward's Small Motors, 705 636-1596

Highways

Ministry of Transportation

Emsdale, 705 636-5954

Huntsville, 705 789-2391

Road Conditions/General Inquiries

800 268-4686

Roads Departments

Kearney, 705 636-7029

Perry, 705 636-5941

McMurrich, 705 685-7609

Armour, 705 382-5982

Strong, 705 384-5819

CN Railroad, 780 472-3017

CN Police, 800 465-9239

Tow Truck Service

Griffiths Brothers, 705 384-2272

Pinehill Iron and Metal, 705 636-9097

Bus Service

Bus Service

Hammond Transportation, 705 645-5431

Wilson Transportation, 705 788-6008

Ontario Northland, 800 363-7512

Ministry of Natural Resources

Bracebridge, 705 645-8747

Parry Sound, 705 746-4201

Minden, 705 286-1521

Ministry of the Environment

Ministry of the Environment Barrie, 800 890-8511

Additional Government Agencies

Health and Welfare Canada South River, 705 386-2358

Ministry of Agriculture and Food, 800 466-2372

Ministry of the Environment, 800 609-5553

Funeral Homes

Opatovsky's Funeral Home Burks Falls, 705 382-3222

Appendix 10

Hazard Identification and Risk Assessment

The purpose of the HIRA is to:

1. Identify what hazards could affect the Town of Kearney
2. Profile hazard events and determine what areas and community assets are the most vulnerable to damage from these hazards.
3. Estimate losses and prioritize the potential risks to the community.

The first step, hazard identification, identifies all the natural hazards that might affect the Town of Kearney. The hazards are ranked to determine what hazards are most likely to impact the Town of Kearney. The hazards that are determined to have a significant impact are analyzed in the greatest detail to determine the magnitude of future events and the vulnerability for the municipality and the critical facilities. Hazards that receive a substantial impact ranking are analyzed with available data to determine the risk and vulnerability to the specific hazard. The limited impact hazards are analyzed using the best available data to determine the risk to the municipality.

DEVELOPMENT OF A RISK ASSESSMENT PLAN

Risk assessment is a quantitative and qualitative tool used to measure the probability of incident occurrence and impact that a given area may experience if certain criteria are met during an incident. Information is then prioritized and ranked to assess the importance and degree of preparation needed for each event. Due to financial restrictions, each event cannot be completely mitigated. Nevertheless, by completing a comprehensive risk assessment, the Town of Kearney may allocate funding and resources toward the most vulnerable aspects of the region.

HAZARD IDENTIFICATION

The following definitions are fundamental to the risk-based process:

1) Hazard

- a) A risk that is a threat;
- b) An event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural loss, damage to the environment, interruption of business, or other types of harm or loss.

2) Hazard Identification

The process of defining and describing a hazard, including its physical characteristics, magnitude and severity, probability and frequency, causative factors, and locations/areas affected.

Vital information to be included in the description of an event is: frequency, magnitude and duration, areas, infrastructure and populations at risk, resulting consequences, alerting and or warning methods, and advance warning.

CATAGORIES OF HAZARDS

Natural: Resulting from the forces of nature (e.g., atmospheric, geological, and hydrological)

Human Caused: The direct result of human actions (e.g. sabotage)

Technological: Resulting from the manufacture, transportation, and use technology or certain substances (e.g., radioactive materials, chemicals, modern technology, infrastructure)

CRITICAL FACILITIES

A critical facility can be defined as a facility in either public or private sector that provides essential products or services to the public, is otherwise necessary to preserve the welfare and quantity of life in the Town of Kearney, or fulfills important public safety, emergency response, and/or disaster recovery functions.

DEFINITIONS OF RISK RATINGS

High Risk: These risks are classed as primary or critical risks requiring immediate attention. They may have a high probable likelihood of occurrence, and their potential consequences are such that they must be treated as a high priority. This may mean that strategies should be developed to reduce or eliminate the risks and that mitigation in the form of planning; exercising and training these hazards should be put in place and monitored on a regular basis. Consideration should be given to *specific* planning to risk rather than generic.

Substantial Risk: These risks are classed as significant. They may have high or low likelihood of occurrence; however, their potential consequences are sufficiently serious to warrant appropriate consideration, after those risks classed as “very high” are addressed. Consideration should be given to the development of strategies to reduce or eliminate the risks, and that mitigation in the form of generic planning, exercising and training should be put in place and monitored on a regular basis.

Limited Risk: These risks are less significant, however may cause upset and inconvenience in the short term. These risks should be monitored to ensure that they are being appropriately managed, and consideration given to their management under generic emergency planning arrangements.

Negligible Risk: These risks are both unlikely to occur and not significant in their impact. They should be managed using normal or generic planning arrangements and require minimal monitoring and control unless subsequent risk assessments show a substantial change, prompting a move to another risk category.

PROBABILITY OF HAZARDS

Hazards are ranked to determine which hazards were judged to have the largest impact on the Town of Kearney. The results are summarized inn Table 1. Certain hazards were not addressed because of the infrequency of occurrence and/or limited impact. The most likely hazards that could potentially affect the Town of Kearney include:

Table 1- Town of Kearney Hazard
Type and Risk Assessment

Winter Storm	High Risk
Ice Storm	High Risk
Wild Fire	Substantial Risk

SEVERE WINTER STORM

Hazard Profile

The most notable impact from winter storms is the damage to power distribution networks and utilities. Severe winter storms have the potential to inhibit normal functions of the community. Governmental costs for this type of event are a result of the needed personal and equipment for clearing the streets. Private sector losses are attributed to lost work when employees are unable to travel. Homes and businesses suffer damage when electrical service is interrupted for long periods of time. Health threats can become severe when frozen precipitation makes roadways and walkways very slippery, when there are prolonged power outages, or if fuel supplies are jeopardized. Occasionally, buildings may be damaged when snow loads exceed the design capacity of their roofs or when trees fall due to excessive ice and/or snow accumulation on branches.

Secondary Effects

Some of the secondary effects presented by large amount of snow is the inability to travel for food or necessities.

Predictability and Frequency

Winter storms can be a combination of heavy snowfall, high winds, ice and extreme cold. Winter weather impacts the Town of Kearney between the months of November to April and the corresponding liquid equivalent snowfall depth.

Ice Storm

Another challenge with winter weather in the Town of Kearney is the amount of ice that may come as part of winter weather. Snowfall and ice potential are generated based on the percentage difference between the total precipitation from November to April and the corresponding liquid equivalent snowfall depth.

WILDFIRE

Hazard Profile

Wildfire is a unique hazard in that it can be significantly altered based on efforts to control its course during the event. There are three principle factors that can lead to the formation of wildfire hazards: topography, fuel, and weather. The environmental conditions that exist during fire seasons exacerbate the hazard. When relative humidity is low and high winds are coupled with a dry forest floor (brush, grasses, leaf litter), wildfires may easily ignite. Periods

of drought can lead to environmental conditions that promote wildfires. Residential areas or “woodland communities” that expand into wildland areas also increase the risk of wildfire threats.

Secondary Effects

Secondary effects from wildfires can pose a significant threat to the communities surrounding the hazard. During a wildfire, the removal of groundcover that serves to stabilize soil can lead to hazards such as landslides, mudslides, and flooding. In addition, the leftover scorched and barren land may take years to recover, and the resulting erosion can be problematic and extensive.

Appendix 11

Town of Kearney Critical Infrastructure

Critical infrastructure is defined as independent, interactive, interconnected networks of institutions, services, systems, and processes that meet vital human needs, sustain the economy, protect public health, safety and security, and maintain continuity of the confidence of government.

The presence/availability and capacity of infrastructure could have a significant impact on such things as dispatch, communications, suppression operations, overall health care and transportation for the community. They may also present unique risk concerns because of their size or design. Considering critical infrastructure helps to set priorities and develop strategies for how risk concerns are addressed in the community, and preplanning.

UTILITIES

Telecommunications

The Town of Kearney has two small Bell hub buildings. One located as you approach the Townsite from Highway 518 and one approximately seven Kilometers further out 518. There are also two main communication towers, one situated on Echo Ridge Road, and one off Chetwynd Road, the latter has a generator back up. The Bell tower is not known.

Electricity

The Town of Kearney is served by several hydro grids. One grid from the south. One from the Emsdale station and one from the Deer Lake Road/Cherryhill Road area. During power events isolation of power can be a challenge.

Roads and Bridges

The Town of Kearney maintains 325 kms of roads. The Town of Kearney Public Works department is responsible for the maintenance and repair of this infrastructure. Most roads are paved or surface treated, however there are gravel roads as well throughout the municipality. As well there are key bridges crossing water courses on key roadways. The Town also has several dead-end roads which in itself requires planning if any one is jeopardized.

Town of Kearney – Hazard Information Sheet		Hazard Sheet # 7
		Updated:
Type of Hazard: Ice storm		
Specific Hazard: Accumulation of ice caused by excessive amounts of		
Facility/Area: General hazard		
Lead Time: As per limitations of normal weather forecasting		
Probability: Due to the frequency of freezing rain in this region, the probability of an ice storm is substantial in the winter months	Score: 2	
Consequence: Vulnerable populations requiring labour intensive evacuation, long distances to reception centres, shortage of emergency services personnel and equipment, damage to power distribution networks and utilities, take down of hydro grid, displacement of persons from their homes, property damage and significant environmental consequences	Score: 4	

Town of Kearney – Hazard Information Sheet		Hazard Sheet # 4
		Updated:
Type of Hazard: Wildfire		
Specific Hazard: Dry conditions, typically in summer and early fall		
Facility/Area: General Hazard		
Lead Time: Altered based on efforts to control its course and environmental conditions		
Probability: Environmental conditions that exist during fire seasons exacerbate the hazard. The probability of wildfires is at its highest during the summer and fall months	Score: 2	
Consequence: Possible need to evacuate affected or potentially affected populations, can pose a threat to communities surrounding the hazard, the removal of groundcover that serves to stabilize soil can lead to hazards such as landslides, mudslides and flooding, scorched and barren land may take years to recover and the resulting erosion can be problematic and extensive	Score: 3	

Town of Kearney – Hazard Information Sheet		Hazard Sheet # 1
		Updated:
Type of Hazard: Winter Storm		
Specific Hazard: Heavy snowfall, high winds, ice and extreme cold		
Facility/Area: General hazard		
Lead Time: As per limitations of normal weather forecasting		
Probability: There is a pattern of severe weather during the winter months and particularly in late January and early February		Score: 3
Consequence: Damage to power distribution networks and utilities, inhibit normal functions of community, lack of sufficient personnel and equipment for clearing streets		Score: 3

SCHEDULE "A" to By-law No. 2017- 73

'MUTUAL ASSISTANCE AGREEMENT'

made this _____ day of _____, 2017

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

And

THE MUNICIPAL CORPORATION OF THE VILLAGE OF BURK'S FALLS

And

THE MUNICIPAL CORPORATION OF THE TOWN OF KEARNEY

And

THE MUNICIPAL CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

And

THE MUNICIPAL CORPORATION OF THE MCMURRICH/MONTEITH

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF PERRY

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON

(hereinafter called the "parties" to the agreement)

WHEREAS Subsection 13(3) of the Emergency Management and Civil Protection Act, R.S.O 1990, c. E. 9, as amended (the "Emergency Management and Civil Protection Act") authorizes the Council of a municipality to make an agreement with the Council of any other municipality for the provision of any personnel, service, equipment or material during any emergency;

AND WHEREAS the municipalities described herein agree to provide mutual assistance to each other during times of emergencies;

AND WHEREAS Section 3 of the Emergency Management and Civil Protection Act, requires municipalities to have an approved Emergency Response Plan;

AND WHEREAS the municipalities named in this agreement have approved Emergency Response Plans;

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions

1.1. In this agreement, unless the context otherwise requires:

- 1.1.1. "Assisted Municipality" means the municipality receiving assistance from a party to this agreement, pursuant to this Agreement;
- 1.1.2. "Assisting Municipality" means the municipality providing assistance to a party to this Agreement, pursuant to this Agreement;
- 1.1.3. "Agreement" means this Mutual Assistance Agreement and the attached Schedule(s) which embody the entire Agreement;

- 1.1.4. "Clerk Administrator" means for all parties to this Agreement the Clerk Administrator or a designated alternate of the Clerk Administrator;
- 1.1.5. "Emergency", "Emergency Area" and "Emergency Plan" means as defined in the Emergency Management and Civil Protection;
- 1.1.6. "Municipal Emergency Control Group" means the persons or persons responsible for coordinating municipal emergency response and recovery activities within their respective municipality;
- 1.1.7. "Mutual Assistance Agreement" means this agreement and the attached Schedules;
- 1.1.8. "Requested Party" means the municipality providing assistance to a party to this agreement, pursuant to this agreement;
- 1.1.9. "Requesting Party" means the municipality asking for assistance from another party to this agreement, pursuant to this Agreement;
- 1.1.10. "Workers" means collectively, employees, contractors, servants and agents employed or hired by a party to this agreement.

2. Requesting Assistance

- 2.1. During an emergency, any party may request assistance from any of the other parties in accordance with clause 2.2 hereof and such request may include specialized personnel, service, equipment and/or material.
- 2.2. Each party hereby authorizes the Clerk Administrator of the Requesting Party to make the initial request for assistance. Requests to each party shall be made to the Clerk Administrator of that party, and the Clerk Administrator of that party is authorized to receive the request and to act on the municipality's behalf for all purposes under this agreement.
- 2.3. The Clerk Administrator of the Requesting Party will follow up any verbal requests with a request in writing in accordance with Schedule "B" attached hereto within three (3) days of the initial verbal request setting out in detail the specific personnel, services, equipment or material that has been requested as assistance. Notwithstanding the requirement for a written request, the Assisting Municipality may provide assistance to the other party upon receipt of the verbal request.
- 2.4. The Assisting Municipality shall respond to the request, if possible, within one (1) day, and may at its sole discretion determine the type, scope, nature and amount of assistance it will provide. The Assisting Municipality shall within three (3) days of receiving the request, confirm in writing to the Requesting Party, the assistance it has agreed to provide or, if applicable, that it will not be providing any assistance.
- 2.5. The parties may alter the assistance to be provided to the Assisted Municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days of being agreed upon.

3. Costs and Payment

- 3.1. The parties agree that any and all actual costs for assistance are to be paid by the Assisted Municipality. Such costs shall include wages, salaries and expenses incurred by the Assisting Municipality while providing the assistance provided said expenses are reasonable in the circumstances.

- 3.2. The Assisted Municipality shall be responsible for providing, if necessary, all food, lodgings and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay a reasonable per diem to personnel for any food and lodging purchased by the per diem rate that the Assisted Municipality pays to its own employees as a matter of policy or agreement.
- 3.3. The Assisted Municipality shall be responsible for all actual operating costs for all personnel, services, equipment, or material furnished, including, but not limited to, costs of fuel, minor repairs, parts and any and all other items directly attributable to the operation of equipment and services and material furnished as assistance to the Assisted Municipality under the Agreement. The Assisted Municipality shall be responsible for the reasonable cost of repairing or replacing equipment or material furnished by the Assisting Municipality if damaged beyond repair.
- 3.4. The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance.
- 3.5. The Assisting Municipality will provide a detailed invoice to the Assisted Municipality for costs incurred for the assistance. Where available, receipts for disbursements shall be forwarded in support of the invoice.
- 3.6. The Assisting Municipality shall remit payment of the amount owing for the assistance provided within ninety (90) days of the termination of the Emergency or the receipt of the Assisting Municipality's invoice, whichever is later.
- 3.7. Any amount remaining unpaid and outstanding after the said ninety (90) day period shall bear interest at the rate stipulated in the Assisting Municipality's invoice, said rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2%) per cent per annum until paid.

4. Employment Relationship and Benefits

- 4.1. Despite the fact that workers may be assigned to perform duties for the Assisted Municipality, in all respects, the workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The parties acknowledge and agree that the Assisted Municipality shall not be deemed the employer of the Assisting Municipality's Worker's, under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as Employment Insurance, Canada Pension Plan and/or Workplace Safety Insurance Board.

5. Liaison and Supervision

- 5.1. The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting Municipality to the Municipal Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to facilitate communication between the Assisted and Assisting Municipality. Subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (the "Municipal Freedom of Information and Protection of Privacy Act") the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. Every Assisting Municipality, and every party that is not an Assisting Municipality, shall keep confidential and not disclose to any non-party any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be required by law.

- 5.2. Every Assisting Municipality shall remain responsible for supervision of its personnel and equipment, and shall ensure that supervisory personnel are available, either on or off-site, at all times, for consultation with its personnel.
- 5.3. Every Assisting Municipality shall assign its personnel to perform tasks as directed by the Municipal Emergency Control Group of the Assisted Municipality, and shall ensure that any assistance it provides is in accordance with the instructions of the Municipal Emergency Control Group.

6. Information Sharing

- 6.1. If requested, each party shall respond to another party's request for information regarding specified types of personnel, services, equipment or material in the possession of each party that may be used in the provision of assistance under this Agreement. All such information shall be provided without any warranty of any kind as to its accuracy, reliability, usefulness or other characteristics.
- 6.2. Personal Information
 - 6.2.1. Section 6.1 shall not require any party to provide personal information, as defined in the Municipal Freedom of Information and Protection of Privacy Act.
 - 6.2.2. The parties agree to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act in respect of all personal information.
 - 6.2.3. Without limiting 6.2.2, if any personal information is shared between the parties pursuant to this Agreement, or in relation to matters set out in this Agreement, the receiving party shall:
 - i. Use the information only for the purposes specifically indicated by the providing party;
 - ii. Not disclose such information except in accordance with the Municipal Freedom of Information and Protection of Privacy Act and with any other applicable legislation, or as may be otherwise required by law from time to time; and
 - iii. Notify the party providing the information immediately if it becomes aware of any disclosure of the personal information contrary to the provisions of this Agreement, the Municipal Freedom of Information and Protection of Privacy Act or any other applicable legislation

7. Insurance and Limitations

- 7.1. During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, provided for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:
- 7.2. Have inclusive limits of not less than five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
- 7.3. Contain a cross-liability clause endorsement and severability of interests clause of standard working;
- 7.4. Name the other parties as an additional insured with respect to any claim arising out of the Assisted Municipality's obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment or material pursuant to this Agreement; and
- 7.5. Include a Non-Owned Automobile endorsement.

- 7.6. During the term of this Agreement, each party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
- 7.7. Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 7.8. Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Municipality for any reason whatsoever, for failing to provide or continue to provide any assistance under this Agreement.
- 7.9. When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 7.10. Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, through its Clerk Administrator, from withdrawing any or all assistance provided to the Assisted Municipality, immediately upon giving written or verbal notice to the Assisted Municipality.
- 7.11. Upon verbally notifying the Assisted Municipality, any Assisting Municipality, through its supervisory personnel, may refuse to carry out any work, in whole or in part, or to take any step with which it disagrees. During any time while a Worker of an Assisting Municipality is attempting to contact supervisory personnel on such a matter, the Worker is not required to carry out the work or take the steps with which he or she disagrees.
- 7.12. Should an Assisting Municipality exercise its options, the services to be provided by that party shall be diminished accordingly, and the Assisted Municipality shall notify any other Assisting Municipalities as soon as practicable.
- 7.13. The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this verbally and shall confirm in writing. Upon receipt of such verbal or written notification, the Assisting Municipality shall terminate the provision of all such assistance.

8. Indemnity

- 8.1. The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, its elects, appointees, officials, employees, and agents from all claims, costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of the Agreement, including, without limitation, any losses sustained by the Assisting Municipality as a result of any costs or damages incurred by a local board of the Assisting Municipality, or the elects, appointees, officials, employees or agents of such local board (collectively, "Losses"), except to the extent that such Losses arise from the negligence of the Assisting Municipality or its local board, or the elects, appointees, officials, employees or agents of either of them.

9. Termination

- 9.1. Any party may terminate its participation in this Agreement upon written notice to all other parties.

10. Notice

10.1. Unless otherwise provided in this Agreement or advised in writing by the party, written notice given pursuant to this Agreement shall be addressed to:

In the Case of notice to the Township of Perry, to:

The Clerk-Administrator
The Township of Perry
P.O. Box 70
90 Old Government Road
Emsdale, Ontario
P0A 1J0
Fax: (705) 636-5759

In the Case of notice to the Township of Armour, to:

The Clerk-Administrator
The Township of Armour
P.O. Box 533
56 Ontario Street
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-2068

In the Case of notice to the Township of Ryerson, to:

The Clerk-Administrator
The Township of Ryerson
R.R. #1
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-3286

In the Case of notice to the Village of Burk's Falls, to:

The Clerk-Administrator
The Village of Burk's Falls
P.O. Box 170
172 Ontario Street
Burk's Falls, Ontario
P0A 1C0
Fax: (705) 382-2273

In the Case of notice to the Town of Kearney, to:

The Clerk-Administrator
The Town of Kearney
P.O. Box 38
8 Main Street
Kearney, Ontario
P0A 1M0
Fax: (705) 636-0527

In the Case of notice to the Municipality of Magnetawan, to:

The Clerk-Administrator
The Municipality of Magnetawan
P.O. Box 70
4304 Hwy #520
Magnetawan, Ontario
P0A 1P0
Fax: (705) 387-4875

In the Case of notice to the Township of McMurrich/Monteith, to:

The Clerk-Administrator
The Township of McMurrich/Monteith
P.O. Box 70
31 William Street
Sprucedale, Ontario
POA 1Y0
Fax: (705) 685-7901

11. Rights and Remedies

- 11.1. Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement. At law or in equity in the event of any breach of this Agreement.

12. Entire Agreement and Miscellaneous

- 12.1. Except as may otherwise be stated herein, this Agreement and the attached Schedule "B", constitutes the entire Agreement of the parties and supersede any and all prior understandings or agreements, written or verbal, otherwise existing between the parties. Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect.
- 12.2. This Agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors and assigns.
- 12.3. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 12.4. The parties agree that Sections 8 and 11 of this Agreement shall survive and remain in force notwithstanding the termination by any party of its participation in this Agreement, in respect of any matter occurring prior to the termination by such party of its participation herein.
- 12.5. The parties hereto acknowledge and agree that this Agreement does not apply to the services covered under any Mutual Aid Plan or agreement developed under the authority of the Fire Protection Act, 1997, S.O. 1997, c.4, as amended, or the direction of the Ontario Fire Marshal, to facilitate provision of fire protection services.
- 12.6. The parties acknowledge that each party may have its own local boards that have emergency management or response capabilities or responsibilities or both. Each party shall inform these local boards of the existence of this Agreement and offer such local boards the opportunity to participate in this Agreement.
- 12.7. This Agreement shall be governed by the laws of the Province of Ontario and Canada.
- 12.8. This agreement may be executed in counterparts.

13. Arbitration

- 13.1. The parties hereby agree that in the event of any dispute arising under or pursuant to this Agreement and which dispute cannot be resolved by the mutual agreement of the affected Clerk Administrators, the dispute shall be referred to the respective heads of Council of the parties for resolution. In the event that the heads of Council cannot resolve the dispute, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O., 1990, c. M. 48, as amended, and the decision rendered in respect of the proceedings shall be final and binding upon the parties to this Agreement.

IN WITNESS WHEREOF the said Municipal Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

TOWNSHIP OF ARMOUR

REEVE

This ____ day of December, 2017

CLERK

TOWNSHIP OF PERRY

REEVE

This ____ day of December, 2017

CLERK

TOWNSHIP OF RYERSON

REEVE

This ____ day of December, 2017

CLERK

VILLAGE OF BURK'S FALLS

REEVE

This ____ day of December, 2017

CLERK

TOWN OF KEARNEY

MAYOR

This ____ day of December, 2017

CLERK

MUNICIPALITY OF MAGNETAWAN

MAYOR

This ____ day of December, 2017

CLERK

TOWNSHIP OF MCMURRICH/MONTEITH

REEVE

This ____ day of December, 2017

CLERK

SCHEDULE "B" MUTUAL ASSISTANCE AGREEMENT

I, _____, Clerk-Administrator/Alternate of
_____, duly authorized to do so by the
Council of _____, do hereby request the
_____, to provide assistance in the form of:

- PERSONNEL
- SERVICES
- EQUIPMENT
- MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAILS AS FOLLOWS:

The above confirms the assistance verbally requested on _____

And which assistance _____ has agreed to provide.

Dated at _____ on this day of _____, 2017

CLERK

ASSISTED MUNICIPALITY

Confirmed at _____ this _____ day of _____, 2017

CLERK

ASSISTING MUNICIPALITY

REPORT TO COUNCIL

December 5, 2024.

To: Members of Council
From: Paul Schaefer Fire Chief
Re: New Firefighter

Overview: The Town of Kearney has received an application from Carly Gordon for a position on Kearney Fire and Emergency Services. Carly has recently relocated to our area and has expressed a desire to join Kearney Fire and Emergency Services.

Recommendation: That Council accept the application from Carly as a recruit Firefighter/ First Responder for the Town of Kearney and pass the appropriate resolution of council accepting Carly as a new member to Kearney Fire and Emergency Services.

Submitted for your consideration.



Town of Kearney

COUNCIL RESOLUTION # 2024 - _____

Date: December 19, 2024

MOVED BY:

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

SECONDED BY:

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

WHEREAS Section 238 (2) of the Municipal Act, S.O. 2001, as amended, states that “Every council and local board shall pass a Procedure By-law for governing the calling, place and proceedings of meetings”;

AND WHEREAS Section 5.2.1 of By-law No 2023-52, the Procedure By-law for the Town of Kearney, states “Regular Meetings of Council shall be held in the Council Chambers, at 8 Main Street, Kearney, every three weeks on Thursdays;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby gives notice that the Regular Council Meetings shall be held on the following dates in 2025: January 16; February 6 & 27; March 20; April 10; May 1 & 22; June 12; July 10; August 14; September 11; October 2 & 23; November 13; and December 11.

CARRIED _____

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024 - 49

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

The Municipal Corporation of the Township of Armour

THIS AGREEMENT MADE BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called the Party of the First Part)

and

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the Party of the Second Part)

WHEREAS a municipality may enter into an agreement with another municipality under Section 20 of the *Municipal Act*, 2001 S.O. 2001, Chapter 25, as amended;

AND WHEREAS a municipality having jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, under Section 44(1) of the *Municipal Act*, 2001 S.O. 2001, Chapter 25, as amended;

AND WHEREAS The Corporation of the Town of Kearney has an interest in the maintenance of a section of Proudfoot Road, lying in the Town of Kearney, but which is more readily accessible by the Township of Armour;

AND WHEREAS the Town of Kearney considers it necessary that a particular section of Proudfoot Road, lying in the Town of Kearney should be maintained by agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH that subject to the conditions hereinafter set out and authorized by By-law of the parties of the first and second part that a portion of the road known as Proudfoot Road, and lying in the Town of Kearney shall be maintained by the Township of Armour as follows:

1. It is agreed that the portion of Proudfoot Road covered by this agreement is described as that section of Proudfoot Road which extends into the Town of Kearney approximately 300 metres (0.3 km) beyond the Armour Township municipal boundary adjacent to Lot 32, Concession 14 in the Township of Armour.
2. This agreement shall commence on the 1st day of January, 2025.
3. This agreement shall expire five years from the date of commencement, unless by mutual written consent, the parties agree to terminate the agreement. Schedule "A" shall be reviewed annually, and may be amended upon issuance of 30 days' notice to reflect current economic conditions.
4. Service standards and fees for service shall be as per the attached schedule, referred to as Schedule "A" to this Agreement.
5. The parties agree that in the event that any provision, clause, article or attachment herein, or part thereof, which forms part of this Agreement, deemed to be void, invalid or unenforceable by a Court of Competent Jurisdiction, the remaining provisions, clauses, attachments or parts thereof shall remain in full force and effect.

IT IS AGREED that any improvements above and beyond those set out in Schedule "A" to this agreement, shall be outside of the parameters of this agreement, and any undertaking of same shall be discussed and agreed upon in writing by both parties prior to undertaking.

IT IS AGREED that the parties hereto shall pass By-laws under Section 20, *Municipal Act*, 2001 S.O. 2001, Chapter 25 to ratify and confirm this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands and seals respectively.

THE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF ARMOUR:

MAYOR

CLERK

THE CORPORATION OF THE
TOWN OF KEARNEY:

MAYOR

CLERK

Schedule "A" to By-law 2024 - XX

Agreement between

The Municipal Corporation of the Township of Armour

- and -

The Corporation of the Town of Kearney

Service Standards

Road Patrols	- once every 30 days, as per the Minimum Maintenance Standards
Gravel Application	- summer months as required based on patrols/weather
Grading	- summer months as required based on patrols/weather
Brushing	- seasonally, as required
Ditching	- seasonally, as required
Sanding & Plowing	- winter months as required based on patrols/weather
Culvert Maintenance	- cleaning and steaming during winter months - replacement, if needed - emergency repairs shall be at the direction of the Armour Township Roads Supervisor.

Major improvements by mutual consent at agree upon cost

Fee Schedule

Annual Flat Fee \$3,600.00
(includes grading, grass cutting, plow and sanding and road patrol)

All work listed below will be completed on an as needed basis as agreed to by Road Supervisors from both municipalities

Gravel Application	\$29.00 per yard
Brushing	\$160.00 per incident
Ditching	\$160.00 per incident
Culvert Maintenance	\$100.00 per incident
Emergency Culvert Repair	Material cost plus labour per incident

AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the "Town")

OF THE FIRST PART

-and-

(hereinafter called the Instructor")

OF THE SECOND PART

WHEREAS the Town desires to hire the services of the Instructor for a set term to instruct Dance Classes in the Town of Kearney.

AND WHEREAS the Instructor will provide the Services on the terms as set out herein;

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

1. TERM

The term of this Agreement shall be for the course of 2025 for 8-week periods and after which this Agreement shall terminate.

The Instructor shall perform the Services as set out herein on the following dates and times:

- Thursday evenings from January 16th to February 27th, from 4:30-6:30pm
- Dates to be determined by the Instructor and Town of Kearney for 2025

On each service date, the Instructor shall, and is permitted to, attend at the Site (8 Main Street, Kearney, also known as the Kearney Community Centre) and start time noted above, and is permitted to arrive 30 minutes earlier to prepare, remain at the Site until the end time noted, and leave 30 minutes later to pack up and cool down.

2. SCOPE OF SERVICES

During the dates and times set out herein, the Instructor shall provide the services of instructing dance classes for the Town of Kearney. All materials and equipment necessary for the Services shall be supplied by the Instructor, at its sole expense. The Instructor shall complete the Services in a professional manner.

3. LOCATION

The Instructor shall be permitted to store a reasonable amount of equipment and materials on the Site as directed by the Town and as is reasonably necessary to facilitate the provision of the Services.

The Kearney Community Centre will be adequately heated and checked by a representative of the Town a minimum of 30 minutes prior to arrival to ensure the physical safety of the Instructor, and the comfort of the participants.

Floors will be adequately clean and clear of debris.

3. FEES AND PAYMENT SCHEDULE

The Instructor shall invoice the Town after completing all Services in the preceding month, and the Town shall remit payment within a reasonable period of time thereafter in the amount of \$60/hr.

4. TOWN DIRECTIONS

The Instructor undertakes and agrees to follow the reasonable directions of the Town with respect to all matters arising from this Agreement.

5. INSURANCE, INDEMNIFICATION AND RELEASE

5.1 INSURANCE

- a. Policy of Insurance - The Instructor shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town and insuring for the joint benefit of the Operator and the Town against any liability that may arise out of services contracted for hereunder.
- b. Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than \$2,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - i. a cross-liability clause;
 - ii. product/completed operation coverage;
 - iii. shall include the following as an additional insured:
 1. The Corporation of the Town of Kearney
- c. Notice of Cancellation - a provision that the insurance company agrees to notify the Town fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- d. Certificate of Coverage - Any certificate of coverage filed with the Town shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d), and herein.

- e. Confirmation of Premium Payment - The Instructor shall, from time to time as required by the Town, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Instructor shall file a copy of the policy with the Town.
- f. Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Instructor from responsibility for other or larger claims, if any, and for which it may be held responsible.

5.2 INDEMNIFICATION AND WAIVER

The Instructor agrees and covenants to indemnify and save harmless the Town and its employees, officers, directors, agents, servants and invitees (collectively, the “**Indemnified Parties**”) from and against any and all loss, liability, damages, costs and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the performance of any work or service performed or rendered by the Instructor, its agents, officials, employees or subcontractors or any of them or as a result of any act or omission of the Instructor, its agent, officials, employees or subcontractors resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Instructor, the Instructor shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

The Instructor further agrees and covenants to indemnify and save harmless the Town against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Instructor as set out in this Agreement.

6. NOTICE

Notice shall be given by the Instructor to the Town in writing addressed and hand delivered, or mailed by registered mail to:

**The Corporation of the Town of Kearney
P.O. Box 38, 8 Main Street
Kearney, Ontario P0A 1M0
ATTN: Clerk Administrator**

Notice shall be given by the Town to the Operator in writing addressed and mailed by registered mail to:

Formal Notice shall be deemed to have been given on the date of mailing, or hand delivery.

7. TERMINATION

Reasonable efforts to prevent Termination of this contract between the Town and the Instructor will be made through communication by phone and or meeting in person or online to discuss possible solutions upon discovering any mistakes/conflicts/challenges that may lead to termination.

The Town shall be entitled to terminate this Agreement in the event the Instructor should fail to perform its obligations, covenants, agreements and requirements as herein provided or for failing to perform, observe and fulfill the reasonable directions of the Town within seven (7) days of notice by the Town to the Instructor of the failure.

The Instructor shall be entitled to terminate this Agreement in the event that The Town should fail to uphold its obligations, covenants, agreements and requirements as her in provided, or failing to perform, observe and fulfill the reasonable agreements made with the Instructor within seven (7) days of notice by the Instructor to the Town of the failure.

Further, either party may terminate this Agreement upon ninety (30) days' written notice.

Upon termination of this Agreement, the Instructor will accept payment for all work and services performed to the date of dismissal, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

8. TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof.

9. NO ASSIGNMENT

This Agreement shall be assignable to a substitute teacher chosen by the Instructor if the Instructor is required to miss a class for any personal reason with the approval of the town in writing with 24 hours notice.

10. PARTICIPANT REQUIREMENTS

Participants will be asked to read and sign the CODE of Conduct and Waiver provided by The SPACE Upstairs to ensure all parents/students recognize the goals set out by the Instructor who is a representative of the not-for-profit organization The SPACE Upstairs before participating in the dance classes. This information provides parents/guardians with important information about how participants are expected to behave, and how to expect the Instructor to behave.

The Town agrees to email this document to registrants so they have sufficient time to read, sign and turn in to the Instructor on the first day of classes.

10. COVENANTS

It is agreed between the parties hereto that every covenant shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns and that all covenants herein contained shall be construed as being joint and several and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

11. LIMITATION OF AGREEMENT

The Instructor acknowledges that this Agreement creates no rights beyond those expressly provided for herein.

This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements, or conditions which affect this Agreement other than as expressed herein.

12. AGREEMENT

This Agreement will be governed by and be construed according to the laws of the Province of Ontario and the laws of Canada applicable therein

IN WITNESS WHEREOF the said parties have by their proper officers hereunto set their hands and seals.

DATED this _____ day of _____, 2024.

SIGNED, SEALED AND DELIVERED
In the presence of

The Corporation of the
Town of Kearney

per: _____
MAYOR

per: _____
CLERK

We have the authority to bind the Corporation.

per:

JILLIAN PEEVER

May 5, 6 and 7, 2025 at the **Best Western** 700 Lakeshore Dr, North Bay, Ontario

Delegate Registration Form

(Please complete ONE FORM for each person attending)

Name: _____
 Title/Position: _____
 Municipality or Organization: _____
 Address: _____
 Postal Code: _____ E-mail: _____
 Tel: _____ Fax: _____ Cell: _____

Full Delegate Package Includes all meals (2 breakfasts, 3 lunches, 4 breaks, Welcome Reception on Monday and Banquet on Tuesday), Trade Show, all sessions/workshops and a delegate kit.	By April 4 <input type="checkbox"/>	\$400
	After April 4 <input type="checkbox"/>	\$440
One Day – Monday, May 5 Includes lunch, afternoon break and Welcome Reception, all sessions on Monday, Trade Show and a delegate kit.	By April 4 <input type="checkbox"/>	\$180
	After April 4 <input type="checkbox"/>	\$210
One Day – Tuesday, May 6 Includes breakfast, lunch, morning & afternoon breaks, all sessions/workshops, Ministers' Forum on Tuesday, Trade Show and a delegate kit. Does NOT include Banquet ticket – order below.	By April 4 <input type="checkbox"/>	\$190
	After April 4 <input type="checkbox"/>	\$220
One Day – Wednesday, May 7 Includes breakfast, lunch, morning break and a delegate kit. Also includes the FONOM Annual Business Meeting if you are a FONOM member and several sessions.	By April 4 <input type="checkbox"/>	\$180
	After April 4 <input type="checkbox"/>	\$210
Extra Banquet Ticket Any banquet attendee can note special dietary requirements below:	<input type="checkbox"/>	\$165
(Payable to the City of North Bay)	Total	\$
	HST - 13%	\$
	Final Total	\$

Send payment and completed form

to: The City of North Bay
 200 McIntyre Street East
 North Bay, ON P1B 8V6

Inquiries: Carrie

Arts, Culture, & Recreation
 Tel: (705) 474-0626 ext. 2329
 Email: fonom@northbay.ca

Please register by April 4th to obtain early bird rate. Your sent registration form by this deadline will guarantee the lower price. Payment must be received by the first day of the conference. Cancellation Policy: Registration fees, less a \$50 administration charge, are refundable only if written notification is received by Friday, April 4th. No refunds will be made after April 4th, 2025, however substitutions may be made without financial penalty.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



Ontario

234-2024-5434

November 28, 2024

Dear Head of Council:

Through the *More Homes Built Faster Act, 2022*, changes were made to the *Planning Act* to accelerate implementation of the province's additional residential unit (ARU) framework. These changes allowed "as-of-right" (without the need to apply for a rezoning) the use of up to 3 units per lot in many existing residential areas (i.e., up to 3 units allowed in the primary building, or up to 2 units allowed in the primary building and 1 unit allowed in an ancillary building such as a garage).

To support implementation of ARUs, the *Cutting Red Tape to Build More Homes Act, 2024*, made further changes to the *Planning Act* to provide me, as the Minister of Municipal Affairs and Housing, with broader regulation-making authority to remove municipal zoning by-law barriers that may be limiting the development of ARUs.

Following consultation on the Environmental Registry of Ontario, our government has taken further action to tackle the housing supply crisis and reach our goal of building more homes by amending [Ontario Regulation 299/19 – Additional Residential Units](#) to remove certain municipal zoning by-law barriers. These changes took effect upon filing.

These changes will help to facilitate the creation of ARUs, such as basement suites and garden suites, by eliminating barriers including maximum lot coverage, angular planes, floor space index (FSI), minimum separation distances and minimum lot sizes on parcels of urban residential land subject to the ARU framework in the *Planning Act*. More information on these changes can be found through [Environmental Registry of Ontario posting 019-9210](#).

It is my expectation that municipalities will respect these regulatory changes and the intent behind them. I will not hesitate to use my available powers to ensure these changes to the *Planning Act* are allowed to support our goal of building more homes.

We will continue working with our municipal partners to achieve our goal of building the homes that Ontarians need.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

c. Martha Greenberg, Deputy Minister

Jessica Lippert, Chief of Staff to Minister Calandra

Chief Administrative Officer
Office of The Clerk



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

Ph.# (705) 636-7752 Fax # (705) 636-0527

<https://townofkearney.ca> email admin@townofkearney.ca

December 19, 2024,

Dear Hon. Paul Calandra, Minister of Municipal Affairs and Housing,

Thank you for your recent communication regarding the changes to the Planning Act through the More Homes Built Faster Act, 2022, and the Cutting Red Tape to Build More Homes Act, 2024.

While we appreciate the government's efforts to address the housing supply crisis by promoting the creation of additional residential units (ARUs), we must express our concerns about the applicability of these changes in rural municipalities.

The "as-of-right" permission to develop up to three units per lot is only permitted in urban areas where municipal servicing is provided. In these areas, the demand for housing is high, and land is scarce. However, in rural municipalities, where population density is lower and land availability is not typically a constraint, these changes do not apply.

Rural municipalities often struggle with infrastructure limitations, specifically with water supply, sewage systems, and transportation networks. While these changes the Province has made does cut red tape for urban areas of Ontario, they do not address constraints rural municipalities deal with when trying to increase density without municipal servicing. Additionally, the increased residential density permitted by the amendments may not be compatible with the rural character and lifestyle that residents value.

We believe that a one-size-fits-all approach to ARU development may inadvertently overlook the distinct needs of rural communities. As municipalities in rural, Northern Ontario have before, we urge the government to consider creating tailored policies that recognize the specific conditions and requirements of rural areas, ensuring that any regulatory changes support sustainable and contextually appropriate growth.

We appreciate the opportunity to provide our feedback and look forward to working collaboratively with the Ministry of Municipal Affairs and Housing to develop solutions that are beneficial to all Ontarians and where they choose to live.

Sincerely,

Mayor, Cheryl Philip

On behalf of the Council of the Corporation of the Town of Kearney

Discussion Paper: Potential Cost-Recovery to Village of Burk's Falls

On-going Operation of 150 Huston Street Building

Prepared for the Almaguin Highlands Health Council (AHC) – December 5, 2024

Background

At the regular meeting of the Almaguin Highlands Health Council (AHC) on November 7, 2024, a delegation from the Village of Burk's Falls presented a potential ownership and cost-sharing model for the building owned and managed by them at 150 Huston Street in Burk's Falls. Since retaining ownership of the building in 2011 from Muskoka Algonquin Health Care (MAHC), the Village has handled all aspects of operating and managing the building. Over that time, on an ad-hoc basis, the Village has requested assistance with covering either operating losses or renovation costs from the other 9 municipal partners at AHC. Payment from the other municipalities has been voluntary and irregular but not insignificant.

At the meeting, there appeared to be very limited interest from the 9 partner municipalities in retaining ownership of the building for various reasons, including:

- 3 of the current partners already have ownership of another health centre location in Sundridge;
- the building is quite old (approximately 75 years) and a complete engineering analysis of what may be required to bring the building up to current standards is not currently available;
- potential improvement costs that were listed in the report were pre-pandemic and therefore out-of-date.

There was agreement, however, that the 9 partner municipalities should consider a more formal approach to assisting the Village on a year-by-year basis in efforts to offset some of the operating losses, given that citizens from across Almaguin Highlands make use of the facility. It was agreed that potential options would be brought forward to AHC members at the next regular meeting for discussion.

Discussion Paper: Potential Cost-Recovery to Village of Burk's Falls

On-going Operation of 150 Huston Street Building

Potential Options

Four potential options for a “cost-recovery model” are provided here for discussion. Other options may certainly be available. The goal is to land on an option which can be recommended to each of the individual municipal Councils.

Option 1: Based on Percentages

Straightforward division of all operating losses for the building on a percentage basis, annually. Each of the 10 municipalities (including Burk's Falls) would cover 10% of the operating losses annually. Using an example of a \$30,000 annual operating loss, each municipality would pay \$3,000.

The Village of Burk's Falls will provide an estimated budget for management and maintenance of 150 Huston Street by the end of February for the current budget year, along with a finalized cost / operating-loss for the previous fiscal year. Each municipality would forward payment for 10% of any operating losses for the previous year within 30 days of receiving the finalized amount.

Option 2: Based on Assessment

Division of operating losses for the building based on total Municipal Assessments for each municipality. Based on the 2024 Assessments, the percentage division would be as follows:

<u>Municipality</u>	<u>2024 Weighted Assessments (\$'s)</u>	<u>Percentage of Overall</u>
Township of Armour	399,611,503.00	13.22%
Village of Burk's Falls	86,629,210.00	2.87%
Township of Ryerson	193,604,987.00	6.41%
Township of McMurrich/Monteith	241,651,196.00	8.00%
Township of Perry	497,159,216.00	16.45%
Municipality of Magnetawan	732,227,501.00	24.23%
Township of Strong	306,182,478.00	10.13%
Village of Sundridge	108,128,612.00	3.58%
Township of Joly	63,073,193.00	2.09%
Town of Kearney	393,867,915.00	13.03%

Discussion Paper: Potential Cost-Recovery to Village of Burk's Falls

On-going Operation of 150 Huston Street Building

To illustrate for comparison purposes, a \$30,000 annual operating loss would be divided across the 10 municipalities as follows:

Township of Armour	\$	3,966.85
Village of Burk's Falls	\$	859.95
Township of Ryerson	\$	1,921.87
Township of McMurrich/Monteith	\$	2,398.81
Township of Perry	\$	4,935.18
Municipality of Magnetawan	\$	7,268.64
Township of Strong	\$	3,039.40
Village of Sundridge	\$	1,073.37
Township of Joly	\$	626.11
Town of Kearney	\$	3,909.83

Option 3: Based on Households

Division of operating losses for the building based on total number of households for each municipality. Based on the most recently-available numbers from the 2021 census, the percentage division would be as follows:

Municipality	# of Households	% of Overall	Per Household Total	Per Household Per Year
Township of Armour	1087	11.96%	3,588.25	3.30
Village of Burk's Falls	523	5.75%	1,726.45	3.30
Township of Ryerson	555	6.11%	1,832.09	3.30
Township of McMurrich/Monteith	735	8.09%	2,426.28	3.30
Township of Perry	1710	18.82%	5,644.81	3.30
Municipality of Magnetawan	1717	18.89%	5,667.91	3.30
Township of Strong	953	10.49%	3,145.91	3.30
Village of Sundridge	458	5.04%	1,511.88	3.30
Township of Joly	155	1.71%	511.66	3.30
Town of Kearney	1195	13.15%	3,944.76	3.30

Discussion Paper: Potential Cost-Recovery to Village of Burk's Falls

On-going Operation of 150 Huston Street Building

Option 4: Status Quo

Remaining with the current status quo is also an option. On an annual basis, the Village of Burk's Falls would provide their calculation for operating losses and, using one of the calculation methods from Options 1, 2 or 3, request payment on a voluntary basis each year. Each municipal Council would decide on a payment on a year-by-year, individual basis.

Term of Potential Cost-Recovery Model

It is suggested that, initially, whichever option is chosen cover the fiscal years of 2024, 2025 and 2026 and be re-visited following the 2026 municipal election, as membership of AHHC will change at that time.

For additional clarity and for those municipalities that have previously passed resolutions related to setting aside healthcare funding in reserve for both the MAHC "Local Share" and for an "Almaguin healthcare portion" (i.e. the so-called "80-20" healthcare reserve) it is presumed that funds for the purposes summarized in this Discussion Paper could simply come from the "20% Almaguin" portion. This is, of course, up to each individual municipality and their own budget process.

Next Steps

Reach consensus at the AHHC on a preferred and recommended model which could be taken back to each individual Council for discussion and potential approval.

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW 2024-55

A BY-LAW TO AUTHORIZE THE SALE OF PART LOT 1 CONCESSION 11 BETHUNE AS IN BE234 EXCEPT PART 6 42R3606; KEARNEY (SALE TO FOLLICK)

WHEREAS pursuant to Sections 8 and 9 of the Municipal Act, 2001, as amended, The Corporation of the Town of Kearney (the "Town") has authority to sell land that is no longer required for municipal purposes;

AND WHEREAS the Town was gifted the property more particularly described in Schedule "A" attached hereto by Roy Follick in 1955;

AND WHEREAS the Town has received a request from Frederick Vernon Follick, the son of Roy Follick, that the Town transfer the said lands back to him for no consideration;

AND WHEREAS the Town proposes to complete the sale of the said lands pursuant to an Agreement of Purchase and Sale with Frederick Vernon Follick;

AND WHEREAS the Town has complied with the requirements of its By-law respecting the Sale of Land and its Notice By-law with respect to the said lands;

AND WHEREAS no comments were received with respect to the sale;

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

1. Surplus – This Council does hereby confirm its Resolution that the lands described in Schedule "A" attached hereto are surplus.
2. Authorization of Sale – The Town is authorized to complete the sale of the lands described in Schedule "A" attached hereto to Frederick Vernon Follick for no consideration, except that Frederick Vernon Follick shall be responsible for all of the Town's legal and other costs of the sale, and substantially in accordance with the terms and conditions set out in the Agreement of Purchase and Sale attached hereto as Schedule "B".
3. Execution of Documents – The Mayor and Clerk Administrator or Deputy Clerk are hereby authorized to take all action and execute all documents necessary to complete the sale transaction and give effect to this by-law.

READ a First and Second Time this ____ day of December, 2024.

Mayor

Clerk

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

Mayor

Clerk

SCHEDULE "A" TO BY-LAW 2024 - _____

PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234;
KEARNEY; being all of PIN 52158-0309 (LT)

DRAFT

SCHEDULE "B" TO BY-LAW 2024- _____

AGREEMENT OF PURCHASE AND SALE

PURCHASER: FREDERICK VERNON FOLLIICK, agrees to purchase from

VENDOR: THE CORPORATION OF THE TOWN OF KEARNEY

the following

REAL PROPERTY: PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234-KEARNEY being all of PIN 52158-0309 (LT) and hereinafter referenced as the "Property".

PURCHASE PRICE: \$2.00.

DEPOSIT: The Purchaser submits (upon acceptance) nil cash or negotiable cheque payable to the Vendor's Solicitor to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

SCHEDULE(S) "A" attached hereto form part of this Agreement.

1. CHATTELS INCLUDED: None

2. FIXTURES EXCLUDED: None

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: N/A

4. IRREVOCABILITY: This Offer shall be irrevocable by _____ until 4 p.m. on the _____ day of _____, 20__ after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the _____ day of _____, 2025. Upon completion, vacant possession of the property shall be given to the Purchaser.

6. NOTICES: This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, where a facsimile number or email address is provided herein, when transmitted electronically to the following email address.

To the Vendor: nicole.gourlay@townofkearney.ca

To the Purchaser:

7. GST/HST: If this transaction is subject to Goods and Services Tax (G.S.T.) or Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to G.S.T. or H.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T. or H.S.T.

8. TITLE SEARCH: Purchaser shall be allowed until 10 days prior to the Completion Date (Requisition Date) to examine the title to the Property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its proposed use (vacant land) will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

9. FUTURE USE: Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 10 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

11. CLOSING ARRANGEMENTS: Where each of the Vendor and Purchaser retain a lawyer to complete the

Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a Document Registration Agreement between the said lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Deleted.

14. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. PLANNING ACT: Deleted.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.

17. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.

20. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. UFFI: Deleted.

23. CONSUMER REPORTS: The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE
PURCHASER, FREDERICK FOLLIK
VENDOR, THE CORPORATION OF THE TOWN OF KEARNEY

REAL PROPERTY: PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234:
KEARNEY being all of PIN 52158-0309 (LT)

1. Conditional On Council Approval

This Agreement is conditional until closing upon the Council of The Corporation of the Town of Kearney passing a By-law authorizing the completion of this transaction failing which this Agreement shall be null and void.

2. As Is Purchase

The Purchaser acknowledges and agrees to accept the Property in an as is, where is condition or state on the date of this Agreement, without any agreement, representation or warranty of any kind, either express or implied on the part of the Vendor, as to, the suitability of the Property for the Purchaser's intended use. The parties agree that this clause shall survive and not merge on completion of this transaction.

3. Additional Costs Payable to the Vendor by the Purchaser

The Purchaser acknowledges and agrees that it is responsible for the payment of all municipal costs arising from and related to this transaction including without limitation the preparation of this agreement, the completion of any documentation required under the Town's property disposal process and/or applicable by-law, its legal costs to complete this transaction including all disbursements and taxes. Such amounts, presently estimated to be \$5,000.00 shall be shown on the statement of adjustment and are due and payable prior to completion.

4. Subject to Acknowledgement

The Purchaser acknowledges that the property is subject to an easement as in BE234, this easement shall remain on title at closing, and the Purchaser will be taking title subject to this easement.

5. Purchaser's Acknowledgements

In agreeing to purchase the Property in an "As Is Where Is" basis, the Purchaser acknowledges and agrees that:

- a. the Vendor makes no representations to the Purchaser as to the zoning of the Property or as to any improvements or structures, whether for the intended use or otherwise;
- b. there may exist encroachments upon the "Property" from abutting properties and that existing structures on the "Property" may encroach upon abutting lands.
- c. the Vendor shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
- d. the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB's, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "Environmental Matters"). The Purchaser is relying upon its own knowledge and investigations, if any, in this regard.
- e. the Purchaser acknowledges having access to and having inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

The parties agree that this clause shall survive and not merge on completion of this transaction.

6. Vendors Warranties, Representation and Covenants

Any information provided by the Vendor or its agents and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any information it has provided to the Purchaser.

7. Merger and PIN Consolidation

The Purchaser acknowledges that the Property must merge in title with the Purchaser's abutting lands (described in PIN 52158-0307 (LT)) and that for such merger to occur the Property and foregoing lands must be held in common ownership. The Purchaser acknowledges and agrees that it shall be responsible for all actions and the costs thereof to effect a merger including any costs incurred by and/or related thereto and invoiced by the Vendor, should the Vendor's assistance be required. Upon completion of the transaction the Purchaser shall provide the Town's solicitor with from a letter the Purchaser's solicitor certifying that title to the Property has been taken in the same name as PIN 52158-0307. This obligation survives the closing of the transaction.

Purchaser's Initials: _____ Vendor's Initials: _____

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2024-XX

Being A By-law to Appoint a Treasurer – Jennistine LeBlond

WHEREAS Section 10(2)(3) of the *Municipal Act 2001, S.O. 2001, c.25* as amended, authorizes single-tier municipalities to pass By-laws respecting the financial management of the municipality and its local boards;

AND WHEREAS Section 286(1) of the *Municipal Act 2001, S.O. 2001, c.25* as amended authorizes Council to appoint a Treasurer who shall have all the powers and duties of the Treasurer under this and any other *Act*;

AND WHEREAS Council deems it expedient to appoint a Treasurer;

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

1. THAT Jennistine LeBlond is hereby appointed as Treasurer for the Corporation of the Town of Kearney;
2. THAT Jennistine LeBlond shall fulfill all statutory requirements and carry out duties applicable under the *Municipal Act*, all other *Acts* and *Regulations* pertaining to municipalities, and shall fulfill administrative responsibilities and duties according to the Job Description established by the Town;
3. THAT all By-laws and parts of By-laws inconsistent with the provisions of this By-law are hereby repealed including By-law 2024-10 & By-law 2023-11.
4. THAT this By-law shall come into force and take effect on January 14, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 19th day of December, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

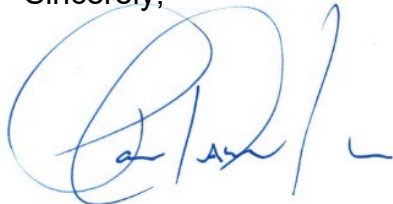
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff
Owen Macri, Deputy Chief of Staff
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal Services Division
Municipal Clerks and CAOs

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2024- 52

A By-law To Govern The Proceedings Of Council and Its Committees - Commonly Known As The Procedure By-law

WHEREAS Section 238 (2) of the *Municipal Act, 2001*, S.O. 2001, c 25, as amended, requires that every Town shall pass a procedure by-law for governing the calling, place and proceedings of meetings and the public notice of meetings;

AND WHEREAS Section 238 (3.3) of the *Act* was amended March 19, 2020 to provide that, during emergencies declared locally or provincially under the *Emergency Management and Civil Protection Act*, members of councils, local boards and Committees who participate electronically in open and closed meetings may be counted for purposes of quorum;

AND WHEREAS Council deems it expedient to pass such a By-law;

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

1. **DEFINITIONS**

CAO - the Chief Administrative Officer of the Corporation of the Town of Kearney

Clerk - the Clerk of the Corporation of the Town of Kearney

Closed Meeting - a meeting of Council or other Committee to which public access is restricted.

Confirmatory By-law - a by-law of Council that adopts all resolutions passed at a Council meeting.

Committee – an advisory group created by, and members appointed by Council, which may or may not have a member of Council appointed.

Council - the elected and sworn members of the Council of the Corporation of the Town of Kearney.

Deputation - an address to Council or Committee at the request of a person wishing to speak on a specific item.

Electronic Participation - Includes telephone, video, audio conferencing or other interactive method whereby Members, staff and the public are able to hear the Member(s), staff and public participating by electronic means and the Member(s) participating by electronic means can hear other Members, staff and the public.

Head of Council - the Mayor or in cases of a Committee - the Chair.

Member – an elected and/or appointed representative of Council or a Committee acting in their elected and/or appointed position.

Point of Order – a question by a Council member with the view to calling attention to any issue relating to the Procedure By-Law or the conduct of Council's business or in order to assist the member in understanding Council's procedures, making an appropriate motion or understanding the effect of a motion.

Point of Privilege or Personal Privilege – a question by a member who believes that another member has spoken disrespectfully towards that member or another member or who considers that his or her integrity or that of a member or Municipal official has been impugned or questioned by a member.

Quorum - a majority of members of Council or Committee.

Recorded Vote - the recording in the minutes of the names and vote of every member present on any motion.

Resolution – the decision of Council on any motion.

2. **ROLE OF COUNCIL**

As outlined in *the Municipal Act, 2001*, Section 224, it is the role of Council:

2.1 to represent the public and to consider the well-being and interests of the Town,

2.2 to develop and evaluate the policies and programs of the Town;

2.3 to determine which services the Town provides;

2.4 to ensure that administrative policies, practices and procedures are in place to implement the decisions of Council;

- 2.5 to ensure the accountability and transparency of the Town, including the activities of the senior management of the Town;
- 2.6 to maintain the financial integrity of the Town; and
- 2.7 to carry out the duties of Council under the *Municipal Act* or any other *Act*.

3. MEETINGS OF COUNCIL

- 3.1 **Regular Council Meeting** - Regular Meetings of Council shall be held on Thursdays at 6:00 p.m., in the Council Chambers, at 8 Main Street, Kearney every 3 weeks or as determined by Council through resolution. During the months of July, August and December, Regular Meetings of Council shall be held once a month beginning at 6:00pm.
- 3.2 Council meetings shall be held in the Community Centre, 8 Main St. Kearney, ON P0A 1M0. Alternate locations may be considered with a Council resolution and appropriate public notice.
- 3.3 Notice of meetings shall be posted on the Municipal website. A meeting of Council may be cancelled or changed by Council resolution, with appropriate public notice to be provided as soon as possible. When a regular meeting of Council is cancelled or changed, the Clerk shall give notice at least seven (7) days in advance by posting on the website and, if possible, by publication in a local newspaper.
- 3.4 Council may, by resolution, alter the date and/or time and/or access of a Regular Meeting provided that adequate notice of the change is posted and published in accordance with the Public Notice By-law.
- 3.5 All Regular Council Meetings may be streamed virtually to allow for public to view and participation in the meeting as per Section 3.9 Electronic Participation. In the event of a connectivity issue resulting in the inability to host an electronic meeting, whether prior to the meetings start or during the course of that meeting, Council may determine to continue with the meeting through the passing of a resolution.
- 3.5 **Special Meeting of Council** - Any Member of Council may call a special meeting, with twenty-four (24) hours' notice if possible, through the Clerk's office. Public notice shall be given on the municipal website as soon as possible and by any other method that is possible within the time frame. The only item(s) of business to be dealt with at a special meeting is that which is listed in the notice of the meeting.
- 3.6 **Inaugural Meeting** - The inaugural meeting of Council shall take place in accordance with the *Municipal Elections Act*.
- 3.7 **Closed Meeting** - All meetings of Council and all meetings of any Committee of Council shall be open to the public, except if the subject matter being considered is permitted by the *Municipal Act*, to be discussed in closed session. Before holding a meeting or part of a meeting that is to be closed to the public, Council shall state by resolution the fact of holding a closed meeting and the general nature of the matter to be discussed at the closed meeting.
- 3.8 **Electronic Participation**- Council or committee meetings may offer electronic participation, at the discretion of the Chair, in accordance with the *Municipal Act*. Council may offer electronic participation for a Council meeting during an emergency declared by either the Provincial Government, the Municipal Head of Council (or appointed designate), under the *Emergency Management and Civil Protection Act.*, in accordance with the Municipal Act. Members participating electronically will be counted towards quorum. Members may fully participate and vote in both open and closed meetings. Members of the public may participate electronically in open meetings, as the chosen technology permits.

A member of Council, a Committee or Local Board may participate electronically in open or closed meetings.

(2) Any such member shall be counted towards quorum of members present at any point in time and shall be able to vote; as permitted by the Municipal Act.

(3) Pursuant to the Municipal Conflict of Interest Act, as amended, members who have declared a pecuniary interest regarding a matter being discussed, and are

participating electronically, shall disconnect and leave the electronic meeting and not participate in any way with respect to the matter in question.

(4) The Clerk shall advise the Member(s) when to re-connect to the meeting, as appropriate.

(5) Members are requested to notify the Clerk twenty-four (24) hours in advance of any Meeting at which they intend to participate electronically.

(6) Members of the public and staff may participate electronically. Members participating electronically shall make every effort to keep their camera-on through the entirety of the meeting.

(7) Notwithstanding s. 5.17, 'electronic participation' does not exclude the necessity of advance notice of agendas and meetings times/locations for public access and must adhere to s. 4.3, meeting notice provisions.

(8) In the event of a connectivity issue resulting in the inability to host an electronic meeting, whether prior to the meetings start or during the course of the meeting, Council may determine to continue with the meeting through the passing of a resolution to do so.

3.9 Communication Device-

3.9.1. Each member shall place any communication devices on an inaudible setting during any open or closed meeting, with the exception of assistive devices for people with disabilities or authorized devices which facilitate the official duties of Members of Council and staff related to the agenda of the current meeting.

3.9.2. Members should make every effort to refrain from sending or receiving electronic communication during Meetings, though it may sometimes be necessary to send or receive urgent/emergency communications.

4. DUTIES OF THE HEAD OF COUNCIL

The Head of Council shall:

- 4.1 open the meeting of Council by taking the chair and calling the meeting to order;
- 4.2 announce the business before the Council in the order in which it is to be considered;
- 4.3 receive and submit, in the proper manner, all motions presented by the members of Council;
- 4.4 put to vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings and to announce the result;
- 4.5 decline to put to vote motions which are counter to the procedure by-law;
- 4.6 ensure that members follow the procedure by-law when engaged in debate;
- 4.7 be permitted to participate in any debate without leaving the chair;
- 4.8 enforce on all occasions the observance of order and decorum among the members and those present as observers;
- 4.9 if quorum agrees, Council may direct questions to the public during the meeting only if no disruption results to the decorum of the meeting;
- 4.10 call by name, any member or person who persists in breaching the procedure by-law of the Council, ordering him/her to vacate the Council chamber;
- 4.11 adjourn the meeting when the business is concluded; or adjourn the meeting without question put, in the case of serious disorder arising in the Council chamber;
- 4.12 authenticate by signature, all by-laws, resolutions, and minutes of Council.

5. ABSENCE OF HEAD OF COUNCIL

5.1 If the Mayor is absent from the meeting, the Deputy Mayor shall assume the role of Head of Council, with all the rights, powers, and authority. The acting Head of Council shall preside during the meeting or until the Mayor arrives. In the absence of the Mayor and the Deputy Mayor, the remaining members shall appoint by resolution, another member as acting Head of Council.

6. CONDUCT OF MEMBERS AND THOSE PRESENT

No member of Council or other person present shall:

- 6.1 speak disrespectfully or make allegations concerning another member of Council, staff or the public;
- 6.2 use offensive words or unparliamentary language;
- 6.3 disturb Council or other person(s) by using disorderly conduct that is disconcerting including calling out questions or addressing Council without permission;
- 6.4 criticize any decision of Council, except by a Member of Council for the purpose of moving that the question be reconsidered.

7. QUORUM

- 7.1 A majority of Council members present shall constitute a quorum.
- 7.2 If no quorum is present thirty (30) minutes after the time appointed for the meeting, the Clerk shall record the names of the members present and the meeting shall be adjourned until the date of the next regular meeting or until a special meeting is called.

8. REGULAR COUNCIL AGENDA

8.1 The Clerk shall prepare a Council agenda with the following items in an order deemed fit:

- Call to Order
- Approval of Agenda
- Disclosure of Pecuniary Interest
- Delegations/ Presentations and Public Meetings
- Consent List
- Items for Referred from Consent List
- Items for Discussion
- Notice of Motion
- Correspondence for Information
- By-laws

- Closed Session (if required)
- Confirmatory By-law
- Adjournment

- 8.2 Any item which is not on the agenda as set but has been determined by the Clerk to be of a nature which requires attention prior to the next scheduled meeting, the item may be added by addendum at the discretion of the Clerk.
- 8.3 Any items brought forward as a time-sensitive issue by other means shall require a majority vote of the members present to be added to the agenda.
- 8.4 All items not included in the agenda package and presented as an 'on desk item' will be included in the posted agenda.
- 8.5 **Regular Council Agenda Packages** – Agenda Packages will be emailed to Council by 4:00 pm on the Friday preceding a regular meeting of Council. If a member of Council wishes to have a package printed, it will be available for pick up by 9:30am the following Monday morning.

The package will be available for public viewing on the website by 4:00pm on the Monday preceding a Regular meeting of Council. If the Monday preceding a Council Meeting is a holiday, the agenda package will be posted on the website on the Tuesday preceding the Council Meeting.

9. DISCLOSURES OF PECUNIARY INTEREST (CONFLICT OF INTEREST)

9.1 Where a Member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council or Committee which the matter is the subject of consideration, the Member, shall govern themselves in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 and shall:

- i. determine whether they may have a direct or indirect pecuniary interest and to disclose the nature thereof;
 - ii. prior to any consideration of the matter at the meeting, disclose the interest verbally at the meeting and then in writing, in a form provided, to the Clerk, the general nature thereof;
 - iii. not take part in the discussion of, nor vote on any question in respect of the matter;
 - iv. not attempt in any way whether before, during or after the meeting to influence the voting on the matter;
 - v. where a meeting is open to the public, the Member shall, in addition to complying with the requirements of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or part of the meeting during which the matter is under consideration;
 - vi. where a meeting is not open to the public, the Member shall, in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 forthwith leave the meeting or the part of the meeting during which the matter is under consideration;
 - vii. where the interest of a Member has not been disclosed by reason of the Member's absence from a particular meeting, the Member shall disclose the Member's interest and otherwise comply at the first meeting of the Council or Committee, as the case may be, attended by the Member after the particular meeting.
- 9.2 Every declaration of interest and the general nature thereof, shall where the meeting is open to the public, be recorded in the minutes of the meeting by the Clerk of the Town or secretary of the Committee, as the case may be;
- 9.3 Every declaration of interest made, but not the general nature of that interest, shall, where the meeting is not open to the public, be recorded in the minutes of the next meeting that is open to the public.
- 9.4 Where the number of members who, by reason of the Provisions of *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 Act, are disabled from participating in a meeting is such that at that meeting the remaining members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two.

10. MINUTES

Minutes shall be recorded by the Clerk, or designate, and shall contain the following:

- 10.1 the date, time and place of meeting;
- 10.2 the names of members and staff present;
- 10.3 the adoption and any corrections of the minutes of prior meetings;
- 10.4 proceedings of the meeting which will include motions, resolutions, decisions, and directions, without note or comment.

11. DEPUTATIONS AND PRESENTATIONS

- 11.1 Persons who wish to make a deputation/presentation to Council may request in writing to the Clerk by 12:00 noon two weeks prior to the next regular meeting with an outline of the nature of the deputation
- 11.2 The Clerk, at his/her discretion will determine the eligibility, date and time of the deputation.
- 11.3 The Clerk may approve a deputation to Council with less notice than required in this section.

- 11.4 Deputations shall be limited in speaking to not more than ten (10) minutes.
- 11.5 A member of Council may ask questions only for the purpose of obtaining information relating to the matter under discussion and such questions must be stated concisely.
- 11.6 After Council has rendered a decision on the issue and written notification of that decision has been given, Council will not consider that issue again within six (6) months. An exception may be granted at the discretion of the Clerk, if substantially new and/or substantially significant information is provided.
- 11.7 The Clerk may limit the number of deputations heard at any meeting to a maximum of two (2) per meeting.
- 11.8 Any person giving a deputation or presentation shall not:
- speak disrespectfully of any person;
 - use offensive words;
 - speak on any subject other than the subject for which he or she has received approval to address Council or Committee;
 - disobey the rules of procedure or a decision of the Chair or Council.

12. CONSENT LIST

- 12.1 Consent List means a portion of a meeting that lists items of business which are routine in nature and do not require substantial discussion and/or debate. This could include meeting minutes, payment registers, reports for information, resolutions of support etc. Council may ask direct questions of Staff during discussion of the Consent list, but should further direction to Staff be required, these items shall be noted as "Referred From the Consent List"

13. CORRESPONDENCE

- 12.1 All correspondence, including petitions to be presented to the Council, shall be legibly written, or printed and shall not contain any improper language and shall be signed by at least one person, filed with the Clerk, and should include an address and telephone number.
- 12.2 All correspondence shall be delivered to the Clerk during regular office hours, by 12:00 noon on the Wednesday prior to the next regular meeting of Council, so that the item may be included in the agenda circulated to members.

14. MOTIONS

- 13.1 **Voting on Motions** - Motions shall be in writing, showing the signature of the member who moved the motion and the member who seconded the motion.

When a motion is moved and seconded, it shall be read or stated by the Head of Council before debate.

A motion to call the vote, by the Chair shall preclude all further amendments of the question. A motion to the Chair to call the vote by a Member other than the Chair, requires consent of the majority of members.

After a motion is called to vote by the Chair, no Member shall speak to the question, nor shall any other motion be made until after the vote is taken and the result has been declared.

When the Head of Council calls for a vote on a question, each member shall occupy his/her seat and shall remain in his/her place until the result of the vote has been declared by the Head of Council.

Immediately preceding the vote, the Head of Council shall state the question in the precise form in which it will be recorded in the minutes.

The manner of determining the decision of Council on a motion shall be at the discretion of the Head of Council and may be by show of hands, verbal, standing, or any other method.

- 13.2 **Recorded Vote** - If a member present at a Council or Committee meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from

voting by any *Act*, shall announce his or her vote openly and the Clerk shall record each vote.

13.3 Any resolution shall require a majority of votes in order to be valid and binding on the Council. If there is an equality of votes, the vote shall be deemed to be lost. A failure to vote by a member who is present at the meeting and who is qualified to vote, shall be deemed to be a negative vote.

13.4 **Notice of Motion** - Shall be used by members of Council to bring a motion forward to the following meeting. A Notice of Motion shall provide the Clerk with the information needed to formulate a resolution or can be an already formulated resolution. When a member provides the Clerk with a notice of any motion, the matter shall be included on the agenda for the next regular meeting of Council.

13.5 **Motion to Reconsider** – A motion to reconsider shall not be made during the same meeting of Council at which the original determination was taken. If a decision has not been substantially acted upon, a Member of Council who voted on the prevailing side may at any time within six months of the original decision, introduce a motion to reconsider a previous decision.

15. **READING OF BY-LAWS**

14.1 Every by-law shall be introduced upon motion by a member of Council specifying the title of the by-law.

14.2 Every by-law shall be typed and contain no blanks except as required to conform to accepted procedure or to comply with provisions of any act.

14.3 Every by-law shall have three (3) readings prior to being passed. If Council so determines, a by-law may be taken as read three (3) times at one meeting.

14.4 Every by-law enacted by the Council shall be numbered and dated, signed by the Clerk and the Mayor, sealed with the corporate seal, and filed in the Municipal Vault.

14.5 No by-law except a by-law to confirm the proceedings of Council shall be presented to Council unless the subject matter has been considered and approved by Council.

16. **CONFIRMATORY BY-LAW**

As the last item of business before adjournment, Council shall consider a confirmatory by-law to adopt, ratify and confirm all actions of Council at that meeting and to authorize the Mayor and municipal officers to take action as directed.

17. **MISCELLANEOUS**

16.1 **New Business** - Any matter arising from a deputation or presentation will be considered at a future Council meeting. However, a matter may be considered by Council during this time if sufficient information is available and time permits.

16.2 **Curfew** - Regular Council meetings shall not exceed four (4) hours in duration.

16.3 **Electronic Recording Devices** - Electronic recording devices shall not be permitted in the Council Chambers, unless approved by the Head of Council.

18. **SUSPENSION OF RULES**

Any procedure required by this by-law may be suspended with consent of a majority of the members of Council present.

19. **AMENDMENT**

18.1 No amendment or repeal of this by-law or any part shall be considered at any meeting of Council unless notice of the proposed amendment or repeal has been given at a previous regular meeting of Council.

18.2 Waiving of this notice by the Council is prohibited.

20. **PREVIOUS BY-LAWS RESCINDED**

By-law No. 2024-05 and all previous By-laws and resolutions and parts of By-laws and resolutions inconsistent with the provisions of this By-law, governing the calling, place and

proceedings of Council, the conduct of its members and the calling of meetings, are hereby repealed.

21. EFFECTIVE DATE

This By-law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME on the 19th day of December 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2024-53

Being a By-law to Establish Fees or Charges for Services and Activities Provided or Done By the Corporation of The Town of Kearney

WHEREAS the Corporation of the Town of Kearney charges various fees for licenses, permits and services offered by the Corporation;

AND WHEREAS Section 8 of the Municipal Act, S.O. 2001 (herein after referred to as the “Act”) provides that the powers of a municipality under the Act or any other Act shall be interpreted broadly so as to confer 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 Act 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 or any other Act;

AND WHEREAS Section 391 of the Act authorizes municipalities to impose fees or charges on persons,

- (a) For services or activities provided or done by or on behalf of it;
- (b) For costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) For the use of its property, including property under its control.

AND WHEREAS Section 398 of the Act provides the Municipality with authority to add unpaid fees and charges, including any interest on the unpaid balance, to the tax roll for any real property within the Municipality owned by the person responsible for paying the fees and charges, and the amount may be collected in the same manner as municipal taxes;

AND WHEREAS Section 7 of the *Building Code Act*, S.O. 1992, Chapter 23, as amended, authorizes a municipal Council of a municipality to pass a By-law requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Section 69 (1) of the *Planning Act*, R.S.O. 1990, Chapter P. 13, as amended, provides that a Municipality may by By-law establish a tariff of fees for the processing of applications made in respect of planning matters;

NOW THEREFORE THE CORPORATION OF THE TOWN OF KEARNEY enacts as follows:

1. Definitions:
 - 1.1 “**Act**” means the *Municipal Act, S.O. 2001*
 - 1.2 “**By-law**” means this By-law, as amended from time to time.
 - 1.3 “**Town**” means The Corporation of the Town of Kearney.
 - 1.4 “**Council**” means the elected Council of the Town.
2. That the fees and charges for various municipal services and activities, including applicable taxes, be established in the Schedules attached hereto and forming part of this By-Law as follows:
 - Schedule “A” Corporate Services – Clerk’s Department
 - Schedule “B” Corporate Services – Finance Department
 - Schedule “C” Planning Department
 - Schedule “D” Facilities / Recreational Programming and Trails
 - Schedule “E” Public Works
 - Schedule “F” Transfer Station
 - Schedule “G” Fire Department
 - Schedule “H” Building Department
3. That the attached Schedules may be amended from time to time as deemed expedient by Council and that the complete By-law be reviewed within one year to ensure the appropriateness of the fee structure and every three (3) years thereafter.
4. That with respect to Planning Department fees, the applicant/agent and the owner shall understand, acknowledge, and accept that the Town does not retain as full-time staff professional engineers,

planners and solicitors that the Town contracts out private firms for these services. The applicant/agent and/or the owner SHALL be jointly and severally liable for paying to the Town all costs it incurs in processing or reviewing the applications including but not limited to fees for planning, engineering and legal services, together with any Town administration fees. The Town shall notify the applicant/agent and/or owner from time to time of any costs incurred by the Town and the applicant/agent and/or the owner shall have thirty (30) days to pay the Town for those costs after notice is given. In the event that the applicant/agent and/or the owner do not pay those costs within thirty (30) days, the Town has a right to apply any deposit held against those costs and further to cease doing any work on the review of this application until such time as all outstanding costs are paid in full.

5. Notwithstanding that a tariff of fees is prescribed, the Council of the Town may reduce the amount of, or waive the requirement for the payment of a fee at its discretion in cases of hardship where it is determined that the action for which the fee is to be charged will be for the general benefit of the municipality and its ratepayers;
6. Where the provisions of this By-law may conflict with any other By-Laws, this By-Law shall prevail.
7. This By-Law shall be known as the "Fees & Charges By-Law".
8. That By-law 2023-64 is hereby repealed on the date this by-law comes into full force and effect.
9. This By-Law shall come into full force and effect as of January 1st, 2025.

Read a First, Second and Third time and finally passed this 19th of December, 2024

Mayor

Clerk

SCHEDULE "A"
TO BY-LAW NUMBER 2024-XX
CORPORATE SERVICES – CLERK'S DEPARTMENT

Fee Title	Fee Plus applicable taxes	Fee Basis
Photocopies Black & White	\$0.30 \$0.35 \$1.00	Per page 8.5" x 11" Per page 8.5 " x 14" Per page 11" x 17"
Plotter	\$5.00	Per sqft
Community Groups	\$0.10 \$0.15 \$0.50	Per page 8.5" x 11" Per page 8.5 " x 14" Per page 11" x 17"
Plotter	\$3.00	Per sqft
Photocopies Colour	\$0.50 \$0.75 \$2.00	Per page 8.5" x 11" Per page 8.5" x 14" Per page 11" x 17"
Community Groups	\$0.20 \$0.50 \$1.00	Per page 8.5" x 11" Per page 8.5" x 14" Per page 11" x 17"
Faxes – Outgoing	\$2.00	Per page
Faxes – Incoming	\$1.00	Per page
Freedom of Information Request	\$5.00	Per request as per legislation
FOI records search	\$7.50	Per legislation - –per ¼ hour
Lottery License	3% of prize value	Per OLG regulations
Dog License	\$30.00 \$10.00 \$5.00	Lifetime Replacement tag
Kennel License	\$100.00	Annually
Each dog tag for Kennel dogs	\$5.00	
Replacement Kennel License	\$50.00	
Annual Trailer / Camper license	\$700.00	Annually
Monthly Trailer/Camper License	\$150	Per month of licensing season maximum 3 months per season (May – Nov)
Marriage License	\$150	Per License
Remove Property Standards Order from Title	\$100.00	Per application
Line Fence Dispute Administration Fee	\$100.00 plus legal fees	Per application
Civic Address Signs	\$45.00	New signs with pole
Replacement Civic Address Sign	\$20.00	Replacement Sign (no pole)

X

SCHEDULE "B"
TO BY-LAW NUMBER 2024-XX
CORPORATE SERVICES – FINANCE DEPARTMENT

Fee Title	Fee Plus Applicable Taxes	Fee Basis
Tax Certificates	\$65.00	Per roll
Returned Items (NSF)	\$45.00	Per cheque
Tax Registrations	\$1,500.00	Per roll
Tax history search	\$30.00	Per hour
Credit Card Service Fee	2%	On all services aside from Transfer Station fees at the Transfer Stations

SCHEDULE "C"
TO BY-LAW NUMBER 2024-XX
PLANNING DEPARTMENT

Administration fee per application and all costs associated with the application be borne by the applicant for all Planning & Legal Applications

Fee Title	Fee Plus applicable taxes	Fee Basis
Zoning By-law Amendment	\$750.00: Residential \$1,500.00: Commercial \$1,000: Deposit (each)	
Official Plan Amendment	\$1,000.00: Residential \$2,000.00: Commercial \$1,000.00: Deposit (each)	
Minor Variance	\$750.00	
Consent (Severance) Validation, Foreclosure, Power of Sale	\$400.00 \$50.00 \$1,000.00 Deposit (each)	
Agreements – Development, Subdivision, Consent, Condo, User Mtce. and Site Plan	\$500.00 \$1,000.00 Deposit (each)	
Plan of Subdivision / Condominium	\$1,500.00 \$1,000.00 Deposit (each)	
Road/Shore Road Allowance Closing Application Fee Road & Shore Road Allowance Purchase	\$600.00 Appraised value \$1,000.00 Deposit (each)	
Deeming By-law	\$500.00 \$1,000.00 Deposit	
Staff Review/Report Fee	\$500.00	
Pre-consultation Report Fee	Residential: \$150.00 Fee Deposit \$2000.00 Commercial: \$200 Fee Deposit - \$3000.00	
Official Plan, Zoning, Building, Subdivision Compliance Report	\$100.00: Residential \$200.00: Commercial	Per roll
Property Information Report	Residential: \$100.00 Commercial: \$200.00	Per roll

NOTE:

1. When necessary, the Town of Kearney reserves the right to require a deposit amount for the purpose of retaining professional services (solicitor, engineer, planner) in all planning matters.
2. With respect to Planning Department fees, *the applicant and the owner* shall understand, acknowledge and accept that the Town of Kearney does not retain as full-time staff professional engineers, planners and solicitors and that the Town of Kearney contracts out these services.
3. *The applicant and the owner* **SHALL** be jointly and severally liable for paying to the Town of Kearney all costs incurred in processing or reviewing applications including but not limited to fees for planning, engineering and legal services, together with any Town of Kearney administration fees.
4. The Town of Kearney shall notify the applicant and owner from time to time of any costs incurred by the Town and the applicant and the owner shall have thirty (30) days to pay the Town for those costs after notice given. In the event that the applicant and the owner do not pay those costs within thirty (30) days, the Town has the right to apply the deposit held against those costs and further, to cease work on this application until such time as all outstanding costs are paid in full

SCHEDULE "D"
TO BY-LAW 2024-XX
Facilities / Recreational Programming and Trails

Fee Title	Fee Plus applicable taxes	Fee Basis
Gymnasium- Weddings and other large group affairs	\$800	Includes ½ day before event, event day and ½ day clean up (gym & kitchen)
Gymnasium- all other events	\$100 (M – Thur.) \$150 (F,S,S) \$50	Per 4 hour rental – for all purposes Each additional hour (or part thereof)
Bar Area / Kitchen	\$100 (M – Thur.) \$150 (F,S,S) \$50.00	Per 4 hour rental Each additional hour (or part thereof)
Security/cleaning deposit	\$250	At booking (areas to be cleaned by user or fee will be retained)
SOCAN Music Fees	\$31.72 \$63.49	Without dancing With dancing
Seniors Room with Kitchen	\$100 \$25.00	Per 4 hour event Each additional hour (or part thereof Per hour (or part thereof)
Exercises Classes: Calendar Month Fee Drop-In Class Rate	\$45/Calendar Month \$15/Class	As recommended by the Committee
Additional Amenities	As per Rental Agreement	

SCHEDULE "E"
TO BY-LAW NUMBER 2024-XX
PUBLIC WORKS

Fee Title	Fee Plus applicable taxes	Fee Basis
Driveway Culvert Permit Application	\$300.00 \$500.00	Administration fee – non refundable Deposit – Refund subject to correct install
Road Occupancy Permit	\$100	Per Year
Work on Town Property	Letter of Credit for \$10,000.00	Letter of credit per event to be held pending damage

SCHEDULE "F"
TO BY-LAW NUMBER 2024-XX
TRANSFER STATION

Fee Title	Fee Plus HST	Fee Basis
Swipe/Plastic Transfer Station Card	\$10	Replacement card
Additional bags of garbage	\$2	For each bag over limit
UNSORTED BAG of Garbage or Black Bag	\$10	Additional Fee
Small Appliances	\$10	Sinks, toilets, etc.
Large Appliances	Free	Metal and Tagged – Freon removed
	\$35	<u>With</u> Freon - Fridge, freezer, air-conditioner
	\$10	Non-metal and Tagged – Freon removed
Furniture	\$10/small item	Small: patio umbrella, rug, mat, dining chair,
	\$20/large item	Large: Couch, Love Seat, Chair, Mattress, Box Spring, Kitchen Set, Dining Set
Clean Burnable brush or clean wood (NO Logs Or Stumps)	FREE	
Construction Waste	1.50/cu.ft	
Asphalt shingles	\$2.50/cu. ft	
Electronics & Tires	Free	
Non-Compliance with respect to Town Pick-up	\$100.00	Per offence
Vacation Rental Kit	FREE	

SCHEDULE "G"
TO BY-LAW NUMBER 2024-XX
CLASSES OF PERMITS - FIRE DEPARTMENT

Fee Title	Fee Plus applicable taxes	Fee Basis
Fire (Burn) Permit	\$2 \$20 \$50	Evening campfire (3 days) Incinerator/campfire (per season) Day burn (per day)
Green Leaf 911 Sign To identify Solar Photovoltaic Installation	\$15	Per reflective green leaf sticker
<u>False Alarm</u> 1 st False Alarm	No Charge	Per Vehicle and staff
2 nd and subsequent false alarms in any 12 month period	\$410 minimum - Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	
Open Fire without a permit	\$250 Minimum <u>Plus</u> Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	Minimum charge Cost of vehicle, staff
Fire Department response fees – <i>Indemnification Technology</i> ®	Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney Should the Insurer pay the coverage to the Property Owner, the Property Owner is liable to remit these funds to the Town or its representative	For each call
Fire CALL response to extinguish non-compliant fire	\$410 PLUS Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	Per vehicle, Per hour
Fire CALL to Ministry of Natural Resources air/ground	All costs associated with extinguishment as per Agreement with MNR	
Fire Letter/Report	\$50	Per Letter/Report
Inspection Fees	\$100 \$60/hr \$100 \$50 \$100 \$110/hr	Per Inspection : Single family dwelling with 1 re-inspection (no wood burning appliance) Apartment or multi unit building, per Inspector In-home day care Additional inspections Special Needs home

	<p>\$100</p> <p>\$75</p> <p>\$100</p> <p>\$75/hr</p>	<p>Nursing home inspections (2 persons)</p> <p>Liquor Licence Inspection</p> <p>Follow-up inspections</p> <p>Retail/Commercial facility</p> <p>Restaurant, per Inspector</p>
Copy and Release Inspection Report	\$50	Per Release

SCHEDULE "H"
TO BY-LAW NUMBER 2024-XX
BUILDING DEPARTMENT FEES – AS PER CURRENT BUILDING BY-LAW

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024 - 49

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

The Municipal Corporation of the Township of Armour

THIS AGREEMENT MADE BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR
(hereinafter called the Party of the First Part)

and

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the Party of the Second Part)

WHEREAS a municipality may enter into an agreement with another municipality under Section 20 of the *Municipal Act*, 2001 S.O. 2001, Chapter 25, as amended;

AND WHEREAS a municipality having jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, under Section 44(1) of the *Municipal Act*, 2001 S.O. 2001, Chapter 25, as amended;

AND WHEREAS The Corporation of the Town of Kearney has an interest in the maintenance of a section of Proudfoot Road, lying in the Town of Kearney, but which is more readily accessible by the Township of Armour;

AND WHEREAS the Town of Kearney considers it necessary that a particular section of Proudfoot Road, lying in the Town of Kearney should be maintained by agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH that subject to the conditions hereinafter set out and authorized by By-law of the parties of the first and second part that a portion of the road known as Proudfoot Road, and lying in the Town of Kearney shall be maintained by the Township of Armour as follows:

1. It is agreed that the portion of Proudfoot Road covered by this agreement is described as that section of Proudfoot Road which extends into the Town of Kearney approximately 300 metres (0.3 km) beyond the Armour Township municipal boundary adjacent to Lot 32, Concession 14 in the Township of Armour.
2. This agreement shall commence on the 1st day of January, 2025.
3. This agreement shall expire five years from the date of commencement, unless by mutual written consent, the parties agree to terminate the agreement. Schedule "A" shall be reviewed annually and may be amended upon issuance of 30 days' notice to reflect current economic conditions.
4. Service standards and fees for service shall be as per the attached schedule, referred to as Schedule "A" to this Agreement.
5. The parties agree that in the event that any provision, clause, article or attachment herein, or part thereof, which forms part of this Agreement, deemed to be void, invalid or unenforceable by a Court of Competent Jurisdiction, the remaining provisions, clauses, attachments or parts thereof shall remain in full force and effect.

IT IS AGREED that any improvements above and beyond those set out in Schedule "A" to this agreement, shall be outside of the parameters of this agreement, and any undertaking of same shall be discussed and agreed upon in writing by both parties prior to undertaking.

IT IS AGREED that the parties hereto shall pass By-laws under Section 20, *Municipal Act*, 2001 S.O. 2001, Chapter 25 to ratify and confirm this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands and seals respectively.

THE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF ARMOUR:

MAYOR

CLERK

THE CORPORATION OF THE
TOWN OF KEARNEY:

MAYOR

CLERK

Schedule "A" to By-law 2024 - XX

Agreement between

The Municipal Corporation of the Township of Armour

- and -

The Corporation of the Town of Kearney

Service Standards

Road Patrols	- once every 30 days, as per the Minimum Maintenance Standards
Gravel Application	- summer months as required based on patrols/weather
Grading	- summer months as required based on patrols/weather
Brushing	- seasonally, as required
Ditching	- seasonally, as required
Sanding & Plowing	- winter months as required based on patrols/weather
Culvert Maintenance	- cleaning and steaming during winter months - replacement, if needed - emergency repairs shall be at the direction of the Armour Township Roads Supervisor.

Major improvements by mutual consent at agree upon cost

Fee Schedule

Annual Flat Fee \$3,600.00
(includes grading, grass cutting, plow and sanding and road patrol)

All work listed below will be completed on an as needed basis as agreed to by Road Supervisors from both municipalities

Gravel Application	\$29.00 per yard
Brushing	\$160.00 per incident
Ditching	\$160.00 per incident
Culvert Maintenance	\$100.00 per incident
Emergency Culvert Repair	Material cost plus labour per incident

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2024-54

Being a By-law to authorize the signing of an agreement

between

The Corporation of the Town of Kearney

and

Jillian Peever

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 Jillian Peever to provide Dance Lessons to its residents;

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

1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as "this Agreement".
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
3. That this By-law come into effect December 19, 2024.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 19th day of December, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW 2024-55

A BY-LAW TO AUTHORIZE THE SALE OF PART LOT 1 CONCESSION 11 BETHUNE AS IN BE234 EXCEPT PART 6 42R3606; KEARNEY (SALE TO FOLLICK)

WHEREAS pursuant to Sections 8 and 9 of the Municipal Act, 2001, as amended, The Corporation of the Town of Kearney (the "Town") has authority to sell land that is no longer required for municipal purposes;

AND WHEREAS the Town was gifted the property more particularly described in Schedule "A" attached hereto by Roy Follick in 1955;

AND WHEREAS the Town has received a request from Frederick Vernon Follick, the son of Roy Follick, that the Town transfer the said lands back to him for no consideration;

AND WHEREAS the Town proposes to complete the sale of the said lands pursuant to an Agreement of Purchase and Sale with Frederick Vernon Follick;

AND WHEREAS the Town has complied with the requirements of its By-law respecting the Sale of Land and its Notice By-law with respect to the said lands;

AND WHEREAS no comments were received with respect to the sale;

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

1. Surplus – This Council does hereby confirm its Resolution that the lands described in Schedule "A" attached hereto are surplus.
2. Authorization of Sale – The Town is authorized to complete the sale of the lands described in Schedule "A" attached hereto to Frederick Vernon Follick for no consideration, except that Frederick Vernon Follick shall be responsible for all of the Town's legal and other costs of the sale, and substantially in accordance with the terms and conditions set out in the Agreement of Purchase and Sale attached hereto as Schedule "B".
3. Execution of Documents – The Mayor and Clerk Administrator or Deputy Clerk are hereby authorized to take all action and execute all documents necessary to complete the sale transaction and give effect to this by-law.

READ a First and Second Time this ____ day of December, 2024.

Mayor

Clerk

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

Mayor

Clerk

SCHEDULE "A" TO BY-LAW 2024 - _____

PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234;
KEARNEY; being all of PIN 52158-0309 (LT)

SCHEDULE "B" TO BY-LAW 2024-_____

AGREEMENT OF PURCHASE AND SALE

PURCHASER: FREDERICK VERNON FOLLICK, agrees to purchase from

VENDOR: THE CORPORATION OF THE TOWN OF KEARNEY

the following

REAL PROPERTY: PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234-KEARNEY being all of PIN 52158-0309 (LT) and hereinafter referenced as the "Property".

PURCHASE PRICE: \$2.00.

DEPOSIT: The Purchaser submits (upon acceptance) nil cash or negotiable cheque payable to the Vendor's Solicitor to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

SCHEDULE(S) "A" attached hereto form part of this Agreement.

1. **CHATELS INCLUDED:** None.

2. **FIXTURES EXCLUDED:** None

3. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: N/A

4. **IRREVOCABILITY:** This Offer shall be irrevocable by _____ until 4 p.m. on the _____ day of _____, 2025 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on the _____ day of _____, 2025. Upon completion, vacant possession of the property shall be given to the Purchaser.

6. **NOTICES:** This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, where a facsimile number or email address is provided herein, when transmitted electronically to the following email address.

To the Vendor: nicole.gourlay@townofkearney.ca

To the Purchaser:

7. **GST/HST:** If this transaction is subject to Goods and Services Tax (G.S.T.) or Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to G.S.T. or H.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T. or H.S.T.

8. **TITLE SEARCH:** Purchaser shall be allowed until 10 days prior to the Completion Date (Requisition Date) to examine the title to the Property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its proposed use (vacant land) will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 10 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

11. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the

Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a Document Registration Agreement between the said lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Deleted.

14. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. PLANNING ACT: Deleted.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.

17. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.

20. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. UFFI: Deleted.

23. CONSUMER REPORTS: The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE
PURCHASER, FREDERICK FOLLUCK
VENDOR, THE CORPORATION OF THE TOWN OF KEARNEY

REAL PROPERTY: PT LT 1 CON 11 BETHUNE AS IN BE234 EXCEPT PT 6 42R3606 S/T BE234:
KEARNEY being all of PIN 52158-0309 (LT)

1. Conditional On Council Approval

This Agreement is conditional until closing upon the Council of The Corporation of the Town of Kearney passing a By-law authorizing the completion of this transaction failing which this Agreement shall be null and void.

2. As Is Purchase

The Purchaser acknowledges and agrees to accept the Property in an as is, where is condition or state on the date of this Agreement, without any agreement, representation or warranty of any kind, either express or implied on the part of the Vendor, as to, the suitability of the Property for the Purchaser's intended use. The parties agree that this clause shall survive and not merge on completion of this transaction.

3. Additional Costs Payable to the Vendor by the Purchaser

The Purchaser acknowledges and agrees that it is responsible for the payment of all municipal costs arising from and related to this transaction including without limitation the preparation of this agreement, the completion of any documentation required under the Town's property disposal process and/or applicable by-law, its legal costs to complete this transaction including all disbursements and taxes. Such amounts, presently estimated to be \$5,000.00 shall be shown on the statement of adjustment and are due and payable prior to completion.

4. Subject to Acknowledgement

The Purchaser acknowledges that the property is subject to an easement as in BE234, this easement shall remain on title at closing, and the Purchaser will be taking title subject to this easement.

5. Purchaser's Acknowledgements

In agreeing to purchase the Property in an "As Is Where Is" basis, the Purchaser acknowledges and agrees that:

- a. the Vendor makes no representations to the Purchaser as to the zoning of the Property or as to any improvements or structures, whether for the intended use or otherwise;
- b. there may exist encroachments upon the "Property" from abutting properties and that existing structures on the "Property" may encroach upon abutting lands.
- c. the Vendor shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
- d. the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB's, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "Environmental Matters"). The Purchaser is relying upon its own knowledge and investigations, if any, in this regard.
- e. the Purchaser acknowledges having access to and having inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

The parties agree that this clause shall survive and not merge on completion of this transaction.

6. Vendors Warranties, Representation and Covenants

Any information provided by the Vendor or its agents and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any information it has provided to the Purchaser.

7. Merger and PIN Consolidation

The Purchaser acknowledges that the Property must merge in title with the Purchaser's abutting lands (described in PIN 52158-0307 (LT)) and that for such merger to occur the Property and foregoing lands must be held in common ownership. The Purchaser acknowledges and agrees that it shall be responsible for all actions and the costs thereof to effect a merger including any costs incurred by and/or related thereto and invoiced by the Vendor, should the Vendor's assistance be required. Upon completion of the transaction the Purchaser shall provide the Town's solicitor with from a letter the Purchaser's solicitor certifying that title to the Property has been taken in the same name as PIN 52158-0307. This obligation survives the closing of the transaction.

Purchaser's Initials: _____ Vendor's Initials: _____

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2024-56

Being A By-law to Appoint a Treasurer – Jennistine LeBlond

WHEREAS Section 10(2)(3) of the *Municipal Act 2001, S.O. 2001, c.25* as amended, authorizes single-tier municipalities to pass By-laws respecting the financial management of the municipality and its local boards;

AND WHEREAS Section 286(1) of the *Municipal Act 2001, S.O. 2001, c.25* as amended authorizes Council to appoint a Treasurer who shall have all the powers and duties of the Treasurer under this and any other *Act*;

AND WHEREAS Council deems it expedient to appoint a Treasurer;

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

1. THAT Jennistine LeBlond is hereby appointed as Treasurer for the Corporation of the Town of Kearney;
2. THAT Jennistine LeBlond shall fulfill all statutory requirements and carry out duties applicable under the *Municipal Act*, all other *Acts* and Regulations pertaining to municipalities, and shall fulfill administrative responsibilities and duties according to the Job Description established by the Town;
3. THAT all By-laws and parts of By-laws inconsistent with the provisions of this By-law are hereby repealed including By-law 2024-10 & By-law 2023-11.
4. THAT this By-law shall come into force and take effect on January 14, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 19th day of December, 2024.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk