

TOWN OF KEARNEY

AGENDA

REGULAR COUNCIL MEETING

Council Chambers

Thursday March 27, 2025 – 6:00 p.m.

A Moment of Silence will be observed to honour the memory of Rita Groome

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

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

4. Delegations/Presentations

5. Consent List

5.1. March 6 Regular Council Meeting Minutes	Pg.3
5.2. March 17 2025 Special Meeting Minutes	Pg.8
5.3. Payment Register	Pg.9
5.4. Transfer Station Report	Pg.11
5.5. Resolution Report	Pg.15
5.6. RFSC Meeting Minutes	Pg.16
5.7. AHHC Meeting Minutes	Pg.18

6. Items Referred from the Consent List

7. Items for Discussion

7.1. Revised DRAFT Council Code of Conduct Update	Pg.21
7.2. Revised DRAFT HR Policy	Pg.32
7.3. Revised DRAFT Donations Policy	Pg.45
7.4. Request to donate Town of Kearney sign on Bevans Rd. – Wraps & Graphics and 6S Graphics	Pg.51
7.5. Ecovue Staff Report: Mosmann ZBL – remove Hold designation	Pg.55
7.6. DRAFT Waste Management By-law	Pg.58
7.7. DRAFT Employee Code of Conduct	Pg.69
7.8. DRAFT CBO Code of Conduct	Pg.73
7.9. SR2025-13 Alternative Voting Method 2026 Election	Pg.75
7.10. SR2025-14 Disposition of Municipal Land	Pg.80
7.11. DRAFT Bylaw – OSPCA Agreement with area municipalities	Pg.82

7.12.	SR2025-15 Deeming Bylaw – North Shore Rd	Pg.89
7.13.	Draft Agreement Renewal – Product Care Association of Canada	Pg.90
7.14.	Committee Appointment – Steve Witt and Justine Mckean	Pg.119
7.15.	New Recruit Report Fire Department – Kim Anderson	Pg.123
7.16.	Appoint members of Council for Hiring Committees	
8.	Notice of Motion	
8.1.	Councillor Beaucage - Library Board Request	Pg.124
8.2.	Councillor Beaucage - CEMC Alternate	Pg.125
9.	Correspondence for Information	
9.1.	Support Resolution Re: U.S. Tariffs on Canada Purchasing Policies	Pg.126
9.2.	Village of Burks Falls Resolution 2025-91 re Battery Bank	Pg.128
10.	Bylaws	
10.1	By-law 2025-16 Being a By-law to enter into an Agreement with Armour Township for Animal Control Services with OSPCA Bracebridge	Pg. 129
10.2	By-law 2025-17 Being a By-law to enter into an Agreement with Product Care Association of Canada	Pg. 136
10.3	By-law 2025-18 Being a By-law to Deem Lots 18 & 19 in Plan M89 – 392 North Shore	Pg. 137
10.4	By-law 2025-19 Repeal By-law 2011-60 & 2011-61 LAS Closed Meeting investigator	Pg. 138
10.5	By-law 2025-20 Being a By-law to amend By-law 2022-20 Lift H symbol (Mosmann)	Pg. 139
11.	Closed Session	
	Under Section 239 of the Municipal Act, Council will move into closed session under the following subsections:	
	(2)(b) Personal Matters about an Identifiable Individual	
	(2)(d) Labour Relations or Employee Negotiations	
12.	Confirming Bylaw	
13.	Adjournment	

The Corporation of the Town of Kearney
REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, March 6, 2025 – 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)
Jenny LeBlond, Treasurer (T)
Paul Audette, Public Works Superintendent (PWS)
Paul Schaefer, Fire Chief (FC)
Matt Clouthier, Chief Building Official (CBO) (virtual)
Cindy Filmore, Deputy Clerk (DC)

PWS, CBO & DC were present for the Public portion of the meeting, the CA was present for the entirety of the meeting. The minutes note when the T & FX left the meeting.

A Moment of Silence was held to honour the memory of Donald (Toddy) Haining and to honour the memory of Sharon Bice-Wilhelm

1. **Call the Meeting to Order**
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**
Resolution 2025-53
Moved by: Councillor Beaucage; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of March 6, 2025 as amended to include item (2)(b) Identifiable Individual under Closed Session
CARRIED
3. **Disclosure of Interest**
Nil
4. **Delegations/Presentations/Public Meetings**
Nil
5. **Consent List**
Resolution 2025-54
Moved by: Councillor Beaucage; Seconded by: Councillor Pateman
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, March 6, 2025, 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 Legion Request to use Ball Diamond for Car Show
Resolution 2025-55
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 the request from the Kearney Legion regarding the use of the Ball Diamond on July 25th and 26th, 2025 for the 3rd Annual Car Show; AND FURTHER that Council determines to grant this use to the Kearney Legion at no charge.
CARRIED

7.2 Regatta Committee Budget Request

Resolution 2025-56

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the request from the Regatta Committee regarding their request to set the Regatta Budget at \$33,249.00 for 2025; AND FURTHER that Council determines to grant this request and sets the 2025 Regatta Budget at \$33, 249.00 as outlined in item 7.2; AND FURTHER that Council receives the Regatta Committee request to purchase a new 20x30 tent to be used for this and other events; AND FURTHER that the cost of this tent be taken from the Capital budget with a maximum cost of \$7500.00

CARRIED

7.3 Planning Report – Bootsma Consent Application B-005-25

Resolution 2025-57

Moved by: Councillor Sharer; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the Report to Council regarding the Application for Consent B-005/24 (Bootsma) regarding 193 Proudfoot Road from EcoVue Consulting; AND FURTHER, supports the approval of Consent with the following conditions:

1. An application for a Zoning By-law Amendment that rezones the subject lands from the Rural (RU) Zone to the Rural Residential (RR) Zone is required to recognize the reduced lot area and frontage of the proposed severed lot.
2. That, prior to the finalization of consent, confirmation that the North Bay Mattawa Conservation Authority has no concerns or objections regarding sewage disposal systems on the subject lands (specifically the severed and retained lands), shall be provided, to the discretion of the Town of Kearney.
3. Confirmation in writing from the Town of Kearney that a 911 Address Number to the retained lands has been created and assigned.
4. A payment-in-lieu of a parkland dedication shall be paid in accordance with Section 51.1 of the *Planning Act* acceptable to the Town of Kearney in cash or certified cheque.
5. That all Municipal taxes to date shall be paid in full.
6. The applicant provides confirmation from the Town of Kearney with respect to entrance approval.
7. That all Town fees and disbursements (legal, engineering, planning), if any incurred by the Town with respect to this application shall be paid for by the owner.
8. A draft reference plan of survey be provided to the Town of Kearney for review prior to registration.

CARRIED

7.4 DRAFT Council Code of Conduct Update

Resolution 2025- 58

Moved by Councillor Sharer; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the DRAFT Council Code of Conduct and directs Staff to make the following amendments: to add a Social Media Section; AND FURTHER that the amended Council Code of Conduct be brought back at a future Council meeting for review.

CARRIED

The CBO joined the Council meeting virtually at 6:47 pm

7.5 SR2025-11 Building Permit Fees

Resolution 2025-59

Moved by: Councillor Beaucage; Seconded by Deputy Mayor Rickward

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts SR2025-11, being the Annual Permit Fees Report to Council; AND FURTHER accepts Option 1 as Recommended – NO CHANGES

CARRIED

7.6 Treasurer Report 2024 Building Department Financial Summary

Resolution 2025-60

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts the Treasurer Report regarding the 2024 Building Department Financial Summary as pursuant to Section 7(4) of the Building Code Act, as amended

CARRIED

7.7 DRAFT Capital Budget

Resolution 2025- 61

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and approves the DRAFT 5 year Capital Budget; AND FURTHER THAT Council authorizes the purchase of the compactor from Powerpack Compaction Systems as they were the only company to provide a quote in the amount of \$20,882.40 inclusive of HST.

CARRIED

7.8 DRAFT Bylaw to Designate Persons Authorized to sign cheques

Resolution 2025-62

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the DRAFT by-law to Designate Persons Authorized to Sign Cheques; AND FURTHER Council supports the passing of this by-law later in the meeting

CARRIED

7.9 MEMO: New Recruit Fire Department – Michael Szajda & Gabriel Zylstra

Resolution 2025-63

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the Reports to Council regarding new applications to join the Kearney Fire and Emergency Services; AND FURTHER that Council accepts the recommendations of the Fire Chief to appoint Michael Szajda and Gabriel Zylstra and welcomes them to the Kearney Fire and Emergency Services team.

CARRIED

7.10 SR2025-12 Grader Expenses

Resolution 2025-64

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 SR2025-12 regarding the Grader Expenses.

CARRIED

7.11 DRAFT HR Policy – awaiting legal counsel review

Resolution 2025-65

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives the DRAFT HR Policy from the Clerk Administrator; AND FURTHER THAT Council directs Staff to make the following changes: Include banked overtime from December to be taken in the first quarter of the new year, along with changes from legal counsel; AND FURTHER THAT Staff bring back the revised policy for Council review at the March 27th meeting.

7.12 Verbal Update: LAS as Closed Meeting Investigator

Resolution 2025-66

Moved by: Councillor Pateman; Seconded by Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby directs Staff to give notice to LAS that the Town of Kearney no longer requires LAS to perform the role of Closed Meeting Investigator as the Ontario Ombudsman's Office provides this service for Municipalities free of charge.

CARRIED

7.13 Council emails re: Policy Direction

Resolution 2025-67

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

WHEREAS Staff have received direction at various meeting to update multiple by-laws and policies; AND WHEREAS Staff have begun updating the policies/by-laws that were recommended to be updated first in the C-A's memo to Council at the February 6th meeting of Council ; AND WHEREAS additional requests were received through Resolution #2025-33 and via email; NOW THEREFORE BE IT RESOLVED that Council directs Staff to prioritize the following by-laws or policies to be updated: Employee Code of Conduct, Code of Conduct for CBO and required by-laws under Section 270 of the Municipal Act

CARRIED

7.14 JWMC proposed budget

Resolution 2025-68

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

WHEREAS the Council of the Corporation of the Town of Kearney has received the Kearney Perry Joint Waste Management Committee's 2025 Proposed Budget; AND WHEREAS within

the proposed budget for 2025, Kearney is required to support 44.18% of the costs (based on total assessment values); NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the Joint Waste Management Committee's proposed 2025 Budget.
CARRIED

7.15 DRAFT Agreement with Joshua Webster – Yoga Instructor
Resolution 2025- 69

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

WHEREAS the Kearney Recreation Committee put out a call for proposals to the public to provide Yoga classes; AND WHEREAS Joshua Webster was the only proposal received; NOW THEREFORE BE IT RESOLVED THAT Council approves entering into the draft agreement with Joshua Webster for the propose of providing Yoga classes; AND FURTHER THAT a bylaw to this affect will be passed later in the meeting

CARRIED

8. Notice of Motion - nil

9. Correspondence for Information

Resolution 2025-70

Moved by Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney the Correspondence list for information from March 6, 2025

CARRIED

10. By-laws

Resolution 2025-71

Moved by Deputy Mayor Rickward; Seconded by Councillor Sharer

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

10.1 By-law 2025-11 being a By-law regarding Records Retention

10.2 By-law 2025-12 being a By-law to amend the Zoning Bylaw (Ziraldo)

10.3 By-law 2025-13 being a By-law to Designate persons authorized to sign cheques

10.4 By-law 2025-14 being a By-law to enter into an Agreement with Joshua Webster

CARRIED

11. Closed Session

Resolution 2025-72

Moved by: Councillor Beaucage; Seconded by Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 7:45 pm under Section 239 of the Municipal Act, under the following subsections:

(2)(d) Labour Relations or Employee Negotiations

(2)(b) Identifiable Individual

CARRIED

During Closed Session, Council passed a resolution to extend the meeting beyond the 4 hour curfew (10 pm) as per Section 16.2 of the Procedural By-law

T & FC were present for their portion of Closed Session and left the meeting

Resolution 2025-73

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 10:30 pm

CARRIED

12. Confirming By-law

Resolution 2025-74

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

BE IT RESOLVED that By-law 2025-15 being a by-law to Confirm the Proceedings of the Special Council Meeting of February 10, 2025 and the Regular Meeting of March 6, 2025, 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 2025-75
Moved by: Councillor Sharer; Seconded by: Councillor Pateman
BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney
adjourn at 10:40 pm to reconvene again on March 27, 2025
CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

The Corporation of the Town of Kearney

SPECIAL COUNCIL MEETING MINUTES
Council Chambers
Monday, March 17, 2025 – 9:30 a.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) Jenny LeBlond, Treasurer Paul Schaefer, Fire Chief Cindy Filmore, Deputy Clerk	

1.

Call the Meeting to Order

The meeting was called to order at 9:34 a.m.
2.

Approval of Agenda

Resolution 2025-76

Moved by: Councillor Sharer; Seconded by: Councillor Beaucage

BE IT RESOLVED that Agenda of the Special Council Meeting of the Corporation of the Town of Kearney of Monday, March 17, 2025 be adopted as circulated.

CARRIED
3.

Disclosure of Interest

Nil
4.

Items for Discussion

4.1 2025 Draft Capital Budget Discussion

The Mayor turned the floor over to Jenny LeBlond, Treasurer to lead the discussions regarding the DRAFT Operating Budget. Capital costs were discussed by line

Resolution 2025-77

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to bring an updated Council Remuneration Bylaw to the April 17th Council meeting for review

CARRIED

Resolution 2025-78

Moved by: Councillor Sharer; Seconded by Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to post for the position of Recreation/Events & Community Development Coordinator as soon as possible.

CARRIED
5.

Adjournment

Resolution 2025-79

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

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 11:39 a.m.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

Town of Kearney
A/P Batch Report - 2 batches Mar 7 & 10
Batch: 2025-00020 to 2025-00022

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34584	3/10/2025	VOID - Cheque Printing	0.00
34585	3/10/2025	VOID - Cheque Printing	0.00
34586	3/10/2025	2Beez Promotions Dog Sled Apparel & mini licence plates	1,098.59
34587	3/10/2025	Abell Pest Control KCC & P/W Monthly Pest Control	234.70
34588	3/10/2025	AFC Inc. P/W Grader Oil filter	106.11
34589	3/10/2025	APC Auto Parts Centres F/D Battery Truck 317	202.69
34590	3/10/2025	Bell Canada (Internet) Monthly Internet	186.11
34591	3/10/2025	Bowman Fuels Ltd. P/W Vehicle diesel fills	5,655.81
34592	3/10/2025	Brandt P/W Maintenance on grader	3,587.25
34593	3/10/2025	Bugelli, Lisa February Fitness Instructor Fees	600.00
34594	3/10/2025	Bugelli, Ernie Refund for food safety course (didn't attend)	45.00
34595	3/10/2025	Bull, Fraser Refund Conditional Permit fee from 2024	2,500.00
34596	3/10/2025	Burk's Falls Building Ctr Ltd KCC Supplies and parts for outside tap	250.76
34597	3/10/2025	CRA - Receiver General Source deductions Mar 1-15	27,253.87
34598	3/10/2025	CUPE Local 1813 Union dues for February	651.67
34599	3/10/2025	Currie Truck Centre P/W Shop Supplies	98.58
34600	3/10/2025	Eastholme 1st Qtr heavy payment	35,708.50
34601	3/10/2025	Edmonds Chevrolet Buick GMC Ltd F/D - Truck 310 Oil / Filter	239.16
34602	3/10/2025	Minister Of Finance (EHT) Employer Health Tax February payment	1,899.41
34603	3/10/2025	FCM-Fed. of Can. Municipalities Admin Annual Membership	407.27
34604	3/10/2025	Fetterley's Gas & Convenience All depts fuel & supplies	1,819.06
34605	3/10/2025	Fibernetics Corporation All depts monthly telephone	389.45
34606	3/10/2025	Filmore, Cindy B/D Reimburse KMS for Niagara conference	534.96
34607	3/10/2025	Glen Martin Ltd. KCC Clearing Supplies	576.14
34608	3/10/2025	Health Sciences North F/D Annual Medical Direction & Admin fees	3,750.00
34609	3/10/2025	Hydro One Networks Inc. Town monthly Hydro.	7,388.47
34610	3/10/2025	Jones Motor Lines Lions PK & Trans Str. Service, washrooms	220.35
34611	3/10/2025	Kennedy Ins Brokers Inc Annual Insurance renewal	189,610.80
34612	3/10/2025	Lake Country Office Solutions Annual Sophos licence renewal	479.12
34613	3/10/2025	Lennox and Addington Museum & Archive KCC Shipping for Museum Picture	220.00
34614	3/10/2025	Mashinter, Amanda February Fitness Instructor Fee	158.20
34615	3/10/2025	Mathews, Dinsdale, & Clark Legal Re: HR (9,291.43) & CUPE (14,405.94)	23,696.67
34616	3/10/2025	Mathews, Dinsdale, & Clark Legal Re: CUPE (2nd chg.)	14,373.60
34617	3/10/2025	Ministry of Finance - Ontario OPP January Policing services	26,290.00

Date Printed
3/18/2025 3:57 PM

Town of Kearney
A/P Batch Report - 2 batches Mar 7 & 10
Batch: 2025-00020 to 2025-00022

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COMPUTER CHEQUE			
Payment #	Date	Vendor Name	Payment Amount
34618	3/10/2025	Moore Propane Ltd. P/W Furnace Propane	3,878.35
34619	3/10/2025	Muskoka Auto Parts P/W Shop Supply (Battery for Welder)	190.26
34620	3/10/2025	Muskoka Rent-All Huntsville F/D Station supplies	880.21
34621	3/10/2025	Netspectrum F/D Monthly Internet	74.52
34622	3/10/2025	Noveltymann F/D Fire Hats	474.60
34623	3/10/2025	Novexco Inc Admin & F/D office supplies	383.69
34624	3/10/2025	OMERS Pension contribution for February	17,049.58
34625	3/10/2025	PlumbRX Plumbing Inc. KCC Fix drain blockage	576.31
34626	3/10/2025	Power Pak Compaction Systems Trans Strn Compactor	20,882.40
34627	3/10/2025	Purolator Inc. P/W Shipping charges for chairs	114.85
34628	3/10/2025	Receiver General for Canada F/D Radio Authorization renewal	1,231.86
34629	3/10/2025	Russell Christie LLP Vorded - replaced w/ chq 34629	5,458.19
34630	3/10/2025	Smellies Copy & Print Shop Printing Interim tax bill & news letter	1,314.38
34631	3/10/2025	Spectrum Telecom Group Ltd. F/D Peversey Monthly Tower rental	280.38
34632	3/10/2025	Telequip Systems Limited P/W Annual radio licence & monthly usage	935.64
34633	3/10/2025	Three Mile Truck & Trailer Repair P/W Plow repair	1,106.03
34634	3/10/2025	Township Of Ryerson F/D Regional Fire Training 1st qtr Levy	4,282.35
34635	3/10/2025	Trackmatics Inc. P/W Install Charging docking station (2 trucks)	4,621.65
34636	3/10/2025	TransCanada Safety F/D Gear	2,458.46
34637	3/10/2025	Waste Connections of Canada Trans Strn Recycle dump & return	9,078.74
34638	3/10/2025	Wendy's Kitchen Dog Sled Meals	3,525.00
34639	3/10/2025	Russell Christie LLP Various legal (B/O, Dog Sled, General)	5,197.83
Total Computer Cheque:			434,227.58

Total AP: 434,227.58

Report Prepared for Council Meeting of March 27, 2025

This is the 'List of Accounts' report for Cheques #34586 to #34639 in the amount of \$434,227.58

TRANSFER STATION ATTENDANCE AND COLLECTED FEES						
Presented at the Regular Council Meeting on March 27, 2025						
Date	Waste bins pick-up Construction Recycle Garbage Furniture	Location Attendance		Cash Fees		Site Fee Totals per Day
		King William	Kallio	King William Cash Fees	Kallio Cash Fees	
Reporting Period - Feb 15 - MAR 10, 2025						
Feb 18		27	5	6.00		6.00
Feb 21		23	10		-	-
Feb 22		28	6	-	20.00	20.00
Feb 23		22	7	-	-	-
Feb 24		27	6		10.00	10.00
Feb 25	1C/2R/2G	27	8			-
Feb 28		24	5		-	-
Mar 1		11	5		22.00	22.00
Mar 2		24	10			-
Mar 3		22	7		-	-
Mar 4	1R/1G	23	7		-	-
Mar 7		24	9	-	-	-
Mar 8		18	6			-
Mar 9		31	11			-
Mar 10		27	8		20.00	20.00
						-
						-
						-
						-
				Extra \$2.00	2.00	2.00
Count Totals		358	110	REPORTING PERIOD \$ 80.00		
Station Attendant:		Josh Dresser		Notes: Received extra twoony and receipted in period Feb 25-Mar 3		
Report Date:		March 19, 2025				

TRANSFER STATION REPORT

Date	Bin Pick-Up	Kearney	\$	Sand Lake	\$	Notes
Feb 18/25		27	6	5		
Feb 21/25		23		10		
Feb 22/25		28		6	20	
Feb 23/25		22		7		
Feb 24/25		27		6	10	
Totals		127	6	34	30	

Comments:

Transfer Station Attendant Date: _____

TRANSFER STATION REPORT

Date	Bin Pick-Up	Kearney	\$	Sand Lake	\$	Notes
	2P26 10					
Feb 25/25		27		8		
Feb 28/25		24		5		
Mar 1/25 Feb 27/25		11		5	22	
Mar 2/25		24		10		
Mar 3/25		22		7		
Totals		108		35	22	

Comments:

+ extra towing
(receipted
\$24.00).

Transfer Station Attendant

Date:

TRANSFER STATION REPORT

Date	Bin Pick-Up	Kearney	\$	Sand Lake	\$	Notes
	1P 16					
MAR 4/25		23		7		
MAR 7/25		24		9		
MAR 8/25		18		6		
MAR 9/25		31		11		
MAR 10/25		27		8	20	
Totals		123		41	20	

Comments:

Transfer Station Attendant Date: _____

DATE OF COUNCIL MEETING	RESOLUTION NUMBER	RESOLUTION	ACTION REQUIRED	STAFF	STATUS	COMPLETED	NOTES/COMMENTS
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 Report re Staff	Nicole/Cindy/Jason	in progress		coordinate with all staff
April 18/24	2024-122	Bring Back Report re Keep Office Open	Safety/Regulations Contact Planning	Nicole	in progress		
August 1/24	2024-243	Rock Point Road Deviation	Board/owner re 3 way cost	Cindy	in progress		
Oct. 17/24	2024-324	Grant Applications	Review and apply	Cindy		in progress	
Oct. 17/24	2024-329	Town Hall Mtg	Note date/time	Nicole, Stef		Postponed until 2025	
Nov. 28/24	2024-379	waste mgmt update	review & update	Paul A., Nicole		2025-012 - Report to Council re Con. Waste	
2025							
Jan. 16/25	2025-007	Meier Consent B055i-24, B056-24, B05	move forward with file	Cindy	completed		
Jan. 16/25	2025-008	Meier Consent B058-24, B059-24	move forward with file	Cindy	completed		
Jan. 16/25	2025-009	Kelly Shire Waive Fees	advise applicant	Stef	Complete		
Jan. 16/25	2025-010	Dogsled Race Request	advise Paul A, notify public of closure	Stef	Complete		
Jan. 16/25	2025-014	Donation Policy	bring back for further discussion	Nicole/Cindy	Complete		
Jan. 16/25	2025-015	List of By-laws and Policies	provide list of by-laws, policies	Nicole, Cindy	Complete		
Jan. 16/25	2025-016	Correspondence	send letters to MPs, MPPS, etc.	Stef	Complete		
Jan. 16/25	2025-019	Ratify CUPE Settlement	notify CUPE, move forward	Nicole	Complete		
Feb. 6/25	2025-25	Approve ZBLA Ziraldo	bring bylaw to March	Nicole/Cindy			
Feb. 6/25	2025-28	Approve SRA Audette	advise legal counsel	Cindy	Complete		
Feb. 6/25	2025-30	Landfill Report - Staff to Obtain Quotes	Obtain Quotes	Paul A			
Feb. 6/25	2025-31	Support ACED	advise ACED	Stefanie	Complete		
Feb. 6/25	2025-32	Donation Policy - bring to April	Update	Cindy			
Feb. 6/25	2025-33	Policies & By-laws list	Obtain List from Keven	Nicole	See package		
Feb. 6/25	2025-34	Draft Retention By-law - bring to March	update, bring back	Nicole/Jenny			
Feb. 6/25	2025-35	Interim Tax Levies	issue taxes	Jenny/Leslie			
Feb. 6/25	2025-36	Agreement - Fire Protection Grant	sign agreement	Nicole	Complete		
Feb. 6/25	2025-37	Agreement - Community Emergency Pr	sign agreement, purchase drone	Nicole/Paul S	Complete		
Feb. 6/25	2025-38	Agreement - Primary Public Safety Ansv	sign agreement	Nicole	Complete		
Feb. 6/25	2025-39	Agreement - Student Transfer	sign agreement	Nicole	Complete		
Feb. 6/25	2025-40	Agreement - Mosmann	forward agreement, remove condition	Nicole/Cindy	Complete		
Feb. 6/25	2025-41	Change Council Meeting Dates	Update Website	Stefanie	Complete		
Feb. 6/25	2025-42	Nominate Cheryl Philip EMS Advisory B	advise EMS Brd	Stef	In Progress		Sent to Sheri Skinner, Secretary of the board. We are waiting for all municipalities to vote on a final rep and once that is complete we will let them know.
Feb. 6/25	2025-43	OPP Detachment Board	advise	Nicole/Stef	Complete		
Feb. 6/25	2025-45	Support Frontenac	Send letters of support	Stefanie	Complete		
Mar. 6/25	2025-55	Legion Use Ball Diamond	Book ball diamond/let Lisa know	Stefanie/Nicole	complete		
Mar. 6/25	2025-56	Approve Regatta Budget	Note to Budget/inform Committee	Jenny/Lisa	complete		
Mar. 6/25	2025-57	Support Bootsma Consent	Inform SEPSDPB	Cindy	complete		
Mar. 6/25	2025-58	Draft Council Code of Conduct - add so	Changes to CCC	Nicole			
Mar. 6/25	2025-59	Annual Permit Fees - no change	No change to By-law, note to Matt	Cindy	complete		
Mar. 6/25	2025-60	treasurer's report re 2024 Building Financials	treasurer's report re 2024 Building Financials		complete		
Mar. 6/25	2025-61	receive draft Capital Budget w. compac	Note to PWS/purchase compactor	Paul A			
Mar. 6/25	2025-62	Signing authority for cheques	Jenny/Nicole	Jenny/Nicole	complete		
Mar. 6/25	2025-63	approve new fire fighters	Note to Paul S	Cindy	complete		
Mar. 6/25	2025-64	Report re grader expenses	Report re grader expenses		complete		
Mar. 6/25	2025-65	Draft HR Policy	Make necessary changes	Nicole	see agenda		
Mar. 6/25	2025-66	LAS	Inform LAS	Cindy	complete		
Mar. 6/25	2025-67	Prioritize by-law and policies	Nicole	Nicole	see agenda		
Mar. 6/25	2025-68	support JWMC Budget 2025	Note to Jenny	Cindy			
Mar. 6/25	2025-69	Agreement (Yoga) Josh Webster	Nicole	Nicole	complete		
Mar. 17/25	2025-77	Remuneration By-law	Nicole	Nicole			
Mar. 17/25	2025-78	Post Recreation Events Community Development Position		Nicole			

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

MINUTES

Thursday, November 21, 2024

Perry Township Council Chambers
(Sign-in sheet attached)

1. Call to Order

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

2. Minutes

Resolution No. 2024-05

Moved by: Chris Hope

Seconded by: Rod Ward

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

Carried

3. Live Fire Training Unit

Progress - The pad has been poured.

Each Fire Department has been billed for the progress and billing to date for the live fire training unit (\$20,904.96 including taxes) and the projected cost for 2025 of \$15,335.19 was provided on the invoice. Operating costs are not known at this time.

4. Updates on Recruitment and Retention

The Fire Chiefs provided an update. They outlined that retention will always be a problem in volunteer service and that is why we need to rely on the 5 Station service.

Honorariums need to be looked at. There are some Fire Departments still on the points system which needs reviewed. Volunteer Fire Departments can offer OMERS. Magnetawan offered this, however none accepted.

The Fire Chiefs had been working on a proposal for full-time firefighters to be stationed centrally to cover off at times where there are limited volunteers.

It was suggested to look at High School job fairs for recruitment.

Chief Training Officer updated that they expect to have 10 or more Level 1, and also Level 2 instructors by the new year. It is the goal to have enough instructors for training to carry on when the Training Officer retires.

5. Shared Equipment

The Fire Chiefs will be bringing forward a shared RDC to be included in each of their 2025 Budgets.

Township of McMurrich/Monteith will pay for the RDC and will distribute invoices to the other Fire Departments.

The Fire Departments continue to use the old Perry Municipal Office as their Training House. It is used monthly for search facilities.

6. Other Business

The Chair asked for a better understanding of what occurred at the September 4, 2024 structure fire located off of Boundary Road in Novar. The Fire Chiefs and Chief Training Officer provided a general overview for the Committee.

The Burk's Fall Fire Hall is looking to be located in a central location within the region, with Perry Township Fire Hall being the next central location.

7. Next Meeting

The Chair will be away during the month of February 2025, therefore the next meeting has been tentatively scheduled for Thursday, March 6, 2025 at 7:00 pm in the Perry Council Chambers.

Adjourn

The meeting adjourned at 8:16 p.m.

Dated this 13th day of March, 2025.

Norm Hofstetter, *Chair*



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

Minutes: March 6, 2025 at 10:00 am via Zoom and at the Township of Perry Municipal Office.

Present: Rod Ward (Chair), Vicky Roeder-Martin (Vice- Chair), Delynne Patterson, Margaret Ann MacPhail, Brad Kneller, Norm Hofstetter, Sean Cotton, Jim Ronholm, Cheryl Philip, Tom Bryson, Shawn Jackson, Ashley Soundy (Secretary)

Regrets:

Guest: Shelly van den Heuvel , Courtney Metcalf, Sarah Cooke, Sandy Zurigg, Quintin McCluskie

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

1. 2025-07 Moved by Tom Bryson - Seconded by Sean Cotton

THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of February 6, 2025, as circulated. Carried.

2. **DECLARATION OF PECUNIARY OF INTEREST:** None

3. **DELEGATIONS:** None

4. **RESOLUTIONS PASSED:** None

5. **ITEMS FOR DISCUSSION:**

a) Welcome and Introductions

Shawn Jackson, Representative for the Village of Sundridge and Shelly van den Heuvel, returning/interim Executive Director for Almaguin Highlands Family Health Team welcomed to the AHH Council.

b) Introduction of Quintin McCluskie, Community Health Promoter

Quintin McCluskie, Community Health Promoter from the North Bay Parry Sound District Health Unit, provided an overview of the Falls Prevention and Healthy Ageing program, specifically the "Stay on Your Feet" initiative. This program, supported by five public health units and funded by Ontario Health, collaborates with local healthcare providers to promote free exercise opportunities and improve the quality of life for older adults across northeastern Ontario. A brief presentation was given on the "Staying Independent Prescription Pad," which highlights the program's three main pillars for healthy aging and lists community groups and clubs that offer social connections. A discussion followed regarding local support resources, how the community can access programs, and

feedback on the resource material provided through the presentation. The program aims to connect with local family health teams, Chiropractors, Physiotherapy, etc. ensuring that resource materials are available in their offices for distribution to clients who may benefit. Further discussions took place on next steps to increase community awareness, with feedback provided to Quintin. Questions, comments, and suggestions were welcomed to enhance the program's usefulness for both communities and healthcare providers.

b) Proposed name change for Muskoka and Area Ontario Health Team

R. Ward provided an update on the official name change of the Muskoka and Area Ontario Health Team to the Muskoka Almaguin Ontario Health Team. He shared a brief history of the efforts dating back to 2019, when concerns were raised that Almaguin was being overlooked. Over time, the community has regained recognition, leading to the formal adoption of the new name. Residents can expect to see information about the change being shared in the near future.

c) Update from Patient Family Caregiver committee

S. Zurbrigg provided an update on the PFCPAC. With terms coming to an end, changes are expected, and there is a need to recruit new members. Efforts are being made to increase representation from the Almaguin area, particularly individuals with firsthand experience in the healthcare system, with a focus on caregiver experience. Advertising for new members will begin soon, with interviews anticipated between April and June. The MAOHT website was shared, outlining the organization's purpose, projects, and recommendations. Additional volunteers are needed.

d) Update from ALC and Care at Home committees

T. Bryson expressed enthusiasm for MiND-AID's expansion into the Almaguin area. A discussion took place regarding event timing, service offerings, and potential connections with Burk's Falls and a youth centre. Options were explored on how the MiND-AID Bus could support the community.

S. van den Heuvel provided an update on the ALC, noting that it is now incorporated and that the Ministry is reviewing incorporation and related tasks. The task force is in its early stages and is currently gathering recommendations and information.

M. MacPhail reported that there are no new updates from the Care at Home Committee. The next meeting is scheduled for April, with further information and updates expected in the spring.

e) Update and status on Almaguin MAHC Local Share contributions

R. Ward provided an update on the status of the MAHC Local Share Contributions. A presentation was given outlining the history of the initiative since its inception in 2023, including background information and an explanation of the local share formula. A breakdown of funds received and financial commitments made by each municipality was also presented to the AHH Council. Questions were asked and answered.

f) Update on proposed health and wellness centre for Almaguin

Council discussed concerns regarding negative comments circulating in the community and the strain they impose. Council emphasized a commitment to focusing on positive developments and exploring ways to expand community services rather than diminish those already established at 150 Huston Street. The proposed new building in Armour Township is intended to enhance health services, serving the entire Almaguin Highlands. The next step is to seek tenants willing to establish services, which may include both health-related and other community-oriented services. Additionally, efforts will be made to secure partners for the project, extending beyond doctors to include a broad range of health services. The vision for the building is to create a wellness centre or hub for the community. Questions were raised and addressed regarding the building's use, with clarification that the proposed services aim to complement existing offerings in Burk's Falls. A discussion was also held regarding concerns about the potential impacts of the new building and services on both facilities.

The subject of upgraded x-ray equipment and the best way to target fund-raising efforts was mentioned. R. Ward will follow up on funding inquiries related to the X-ray machine.

g) Other Business

B. Kneller inquired about the required modifications for the building at 150 Huston St. S. Cotton was directed to provide a list of necessary renovations to AHH Council members.

S. Cotton requested that an "Action Item List" be included in the minutes to ensure proper record-keeping by the secretary and to serve as a guide for council members.

M. MacPhail recommended that all meetings be recorded to prevent any missed items. R. Ward will explore the feasibility of recording future meetings via Zoom and will report back at the next AHHC meeting on April 3, 2025.

To promote community engagement and strengthen public relations, Council recommended reaching out to Sarah Cooke from ACED to develop a "good news" story highlighting recent progress within AHHC and outlining the next steps for the community to observe.

ACTION ITEM LIST:

- R. Ward to follow up regarding funding for X-ray machine
- R. Ward to review and set-up for Zoom recording starting April 3, 2025
- S. Cotton to provide AHH Council members with a detailed list regarding the necessary renovations required at the 150 Huston Street building
- R. Ward to touch base with Sarah Cooke from ACED regarding the recent progress within AHHC and outlining the next steps.
- A. Soundy to create an Action Item List section in the Meeting Minutes recordings, effective immediately.

6. ADJOURNMENT

2025-08 Moved by Vicky Roeder-Martin - Seconded by Norm Hofstetter

THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 11:32 am to meet again on April 3, 2025 at 10:00 am at Perry Township. Carried.

Town of Kearney Council Code of Conduct

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1. AUTHORITY

The Corporation of the Town of Kearney has established this Council Code of Conduct in accordance with Part V.1 - Accountability and Transparency of the Municipal Act, 2001, S.O. 2001, c.25.

2. PREAMBLE

It is the goal of the Corporation of the Town of Kearney to improve the quality of public administration and governance by encouraging high standards of conduct on the part of all government officials. In particular, the public is entitled to expect the highest standards of conduct from the members that it elects to local government. In turn, adherence to these standards will protect and maintain the Corporation of the Town of Kearney's reputation and integrity.

Subsection 223.2 of the Municipal Act, 2001 requires the Municipality to establish a code of conduct for members of Council. It is intended to supplement and be compatible with the laws governing the conduct of members.

The key statements of principle that underline the Corporation of the Town of Kearney Code of Conduct are as follows:

- Members of Council shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- Members of Council are elected by their constituents to represent their views when dealing with issues that come before Council. The constituents have many views and opinions and Members of Council cannot represent all of the issues, all of the time. Election to office also requires Members of Council to have a broader understanding of the issues that impact the municipality as a whole. Members of Council will have to consider conflicting interests and make decisions that may not be considered popular by everyone.
- Members of Council should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both apparent and real;
- Members of Council are expected to perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny; and
- Members of Council shall seek to serve the public interest by upholding both the letter and the spirit of the laws of the Federal Parliament and Ontario Legislature, and the laws and policies adopted by Council.

3. DEFINITIONS

In the Code of Conduct, the terms “child”, “parent” and “spouse” have the same meanings as in the Municipal Conflict of Interest Act:

“child” means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;

“parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family; and

“spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.

Further, in this Code of Conduct, “Member” means a member of Council, including the Mayor, or a member of a Council Committee or Local Board, whether or not a member of a Council Committee or Local Board is also a member of Council, as the context so requires.

4. STATUTORY PROVISIONS

This Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of Members. The following statutes govern the conduct of Members:

- the Municipal Act, 2001;
- the Municipal Conflict of Interest Act;
- the Municipal Elections Act, 1996;
- the Municipal Freedom of Information and Protection of Privacy Act;
- the Occupational Health and Safety Act;
- the Ontario Human Rights Code; and
- the Criminal Code of Canada

5. APPLICATION

This Code of Conduct applies to the Mayor, all members of Council, and any members of a Committee of Council or Local Board, whether or not a member of those Committees or Local Boards are also a member of Council.

6. GIFTS, BENEFITS AND HOSPITALITY

No Member shall accept a fee, advance, gift or personal benefit that is connected

directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

For these purposes, a fee or advance paid to or a gift or benefit provided with the Member's knowledge to a Member's spouse, child, or parent, or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties is deemed to be a gift to that Member.

The following are recognized as exceptions:

- (a) compensation authorized by law;
- (b) gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (c) a political contribution otherwise reported by law, in the case of members of Council running for office;
- (d) services provided without compensation by persons volunteering their time;
- (e) a suitable memento of a function honouring the Member;
- (f) food, lodging, transportation and entertainment provided by provincial, and local governments or political subdivisions of them, by the Federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the member is either speaking or attending in an official capacity;
- (g) food and beverages consumed at banquets, receptions or similar events, if:
 - attendance serves a legitimate business purpose;
 - the person extending the invitation, or a representative of the organization is in attendance; and
 - the value is reasonable and the invitations infrequent;

In the case of categories (b), (e), (f), and (g), if the value of the gift or benefit exceeds \$100.00, or if the total value received from any one source during the course of a calendar year exceeds \$100.00, the Member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Integrity Commissioner.

The disclosure statement must indicate:

1. the nature of the gift or benefit;
2. the source and date of receipt of the gift or benefit;
3. the circumstances under which the gift or benefit was given or received;
4. the estimated value of the gift or benefit;
5. what the recipient intends to do with any gift; and
6. whether any gift will at any point be turned over to the municipality.

Any disclosure statement will be a matter of public record.

On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in her or his opinion, create a conflict between a private interest and the public duty of the Member. If the Integrity Commissioner makes that preliminary determination, he or she shall call upon the Member to justify receipt of the gift or benefit.

Should the Integrity Commissioner determine that receipt was inappropriate, he or she may direct the Member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, or forfeit the gift or remit the value of any gift or benefit already consumed to the Municipality.

Except in the case of categories (a), (c), and (f), a Member may not accept a gift or benefit worth in excess of \$300.00 or gifts and benefits from one source during a calendar year worth in excess of \$300.

7. CONFIDENTIAL INFORMATION

Confidential information includes information in the possession of or received in confidence by the Town of Kearney that the Town of Kearney is either prohibited from disclosing, or is required to refuse to disclose, under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) or other legislation.

Generally, MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.

The Municipal Act, 2001 allows information that concerns personnel, labour relations, litigation, property acquisitions, the security of the property of the Municipality or a local board, and matters authorized in other legislation, to remain confidential. For the purposes of the Code of Conduct, “confidential information” also includes this type of information.

No Member shall disclose or release, directly or indirectly, by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so. Nor shall Members use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.

In accordance with the Town of Kearney’s Procedural By-law a matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose or release, directly or indirectly, the content of such matter, or the substance of deliberations, of the in-camera meeting until the Council or committee discusses the information at a meeting that is open to the public or releases the information to the public.

The following are examples of information that a Member must keep confidential:

- items under litigation, negotiation, or personnel matters;
- information subject to solicitor-client privilege;
- information that infringes on the rights of others (e.g., sources of complaints where the identity of a complainant is given in confidence);
- price schedules in contract tender or Request for Proposal submissions if so specified;
- information deemed to be “personal information” under MFIPPA; and
- statistical data required by law not to be released (e.g. certain census or assessment data).

Members should not access or attempt to gain access to confidential information in the custody of the Municipality unless it is necessary for the performance of their duties and not prohibited by Council policy or otherwise by law. Members are only entitled to information in the possession of the Municipality that is relevant to matters before Council, a committee or a local board. Otherwise, Members enjoy the same access rights to information as any other individual in the community and must follow the same processes as any private citizen to obtain such information.

8. USE OF MUNICIPAL PROPERTY, SERVICES AND OTHER RESOURCES

No Member should use, or permit the use of municipal land, facilities, equipment, supplies, services, staff or other resources (for example, municipal-owned materials, websites) for activities other than the business of the Corporation. Nor should any Member obtain personal financial gain from the use or sale of municipal-developed intellectual property (for example, inventions, creative writings and drawings), computer programs, technical innovations, or other items capable of being patented, since all such property remains exclusively that of the Municipality.

9. ELECTION CAMPAIGN WORK

Members are required to follow the provisions of the Municipal Elections Act, 1996. No Member shall use the facilities, equipment, supplies, services or other resources of the Municipality (including newsletters and websites linked through the municipal website) for any election campaign or campaign-related activities. No Member shall undertake campaign-related activities on municipal property during regular working hours unless permitted by policy (e.g., all candidates meetings). No Member shall use the services of persons for election-related purposes during hours in which those persons receive any compensation from the Municipality.

10. IMPROPER USE OF INFLUENCE

No Member shall use the influence of her or his office for any purpose other than for the

exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a Member to improperly influence the decision of another person to the private advantage of oneself, or one's parents, children or spouse, staff members, friends, or associates, business or otherwise. Also prohibited is the prospect or promise of future advantage through a Member's supposed influence within Council in return for actions or inaction.

For the purposes of this provision, "private advantage" **does not include** a matter:

- (a) that is of general application;
- (b) that affects a Member, his or her parents, children or spouse, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- (c) that concerns the remuneration or benefits of a Member as authorized by Council.

11. BUSINESS RELATIONS

No Member shall act as a paid agent before Council, its committees, or an agency, board or commission of the Municipality except in compliance with the terms of the Municipal Conflict of Interest Act.

A Member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

12. CONDUCT REGARDING CURRENT & PROSPECTIVE EMPLOYMENT

No Member shall allow the prospect of his or her future employment or employment of an immediate family member by a person or entity to detrimentally affect the performance of his or her duties to the Municipality.

13. CONDUCT AT COUNCIL AND COMMITTEE MEETINGS

Members shall conduct themselves with decorum and in a civil and respectful manner at Council and committee/local board meetings in accordance with the provisions of the Town's current Procedure By-Law.

14. CONDUCT RESPECTING STAFF

Under the direction of the Clerk – Administrator (Clerk/CAO), Staff serve the Council as a whole, and the combined interests of all Members as evidenced through the decisions of Council. Members have no individual capacity to direct employees to carry out particular functions. Members shall be respectful of the role of Staff to provide advice based on political neutrality and objectivity and without undue influence from any

individual member or a faction of Council.

Accordingly, no Member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of Staff, and all Members shall show respect for the professional capacities of Staff.

No Member shall compel Staff to engage in political activities or be subjected to threats or discrimination for refusing to engage in such activities. Nor shall any Member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any Staff member with the intent of interfering with that person's duties.

15. SOCIAL MEDIA USE/CONDUCT

These standards help ensure that social media is used effectively and responsibly by council members, fostering trust and transparency within the community. By following these standards, Members of Council can use social media effectively to engage with the community, share important information, and promote transparency and accountability in municipal governance.

Members of Council are expected to adhere to the following standards when using social media platforms:

- (a) Professional Conduct: Members must maintain a high standard of professional conduct on social media, reflecting the values and integrity of the municipality. This includes being respectful, courteous, and avoiding any form of harassment or discrimination.
- (b) Confidentiality: Members must not disclose confidential or sensitive information related to the municipality, its employees, or residents. This includes information discussed in closed sessions or any other non-public information.
- (c) Accurate Representation: Members should ensure that their social media posts are accurate and not misleading. When expressing personal opinions, they should clearly distinguish these from official municipal positions. Members must not use municipal resources, such as official email addresses or social media accounts, for personal social media activities. Official accounts should be used solely for municipal business and communication.
- (d) Transparency and Accountability: Council members should be transparent about their identity and role when using social media. This includes using their real names and clearly stating their position. Council members should clearly distinguish between their personal and official social media accounts. Personal opinions should not be presented as official statements.
- (e) Professionalism: It's important to maintain a professional tone at all times. Avoid engaging in arguments or posting content that could be seen as offensive or

inappropriate. Be mindful of the content shared on social media. Avoid sharing confidential or sensitive information and ensure that all posts are accurate and respectful. Engage respectfully with the public and Staff online. Do not post content that could be perceived as offensive, inflammatory, or inappropriate.

- (f) **Compliance with Laws and Policies:** Ensure that all social media activity complies with relevant laws, such as the Open Meetings, Municipal Act, Municipal Conflict of Interest Act, Municipal Elections Act, and any policies that may apply including the understanding of documentation being used under the Municipal Freedom of Information Act. This includes being mindful of what constitutes a "meeting" and ensuring that any public business discussed online is being put forward using the proper processes. Members must also adhere to any policy, laws or regulations regarding the use of municipal resources during election periods. Avoid conflicts of interest and ensure that social media use aligns with the council's ethical standards. Members should avoid posting content that could create a real or perceived conflict of interest. Any potential conflicts should be disclosed and managed appropriately.
- (g) **Engagement and Responsiveness:** Use social media to engage with the community and respond to constituents' concerns. However, be cautious about the nature of the interactions and avoid making promises or statements that could be misinterpreted. Always act ethically and in the best interest of the public.
- (h) **Monitoring and Enforcement:** The Town will not monitor or enforce this section of the Code of Conduct as the Town has no obligation to enforce the Council Code of Conduct. If a member of the public, Staff or Council believe this section of the Code of Conduct has been violated by a member of Council. They may use the information obtained from Members' social media platforms as evidence in an investigation inquiry with the Town's Integrity Commissioner.

16. DISCREDITABLE CONDUCT

All Members have a duty to treat members of the public, one another, and Staff appropriately and without discrimination, abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. All Members shall abide by the provisions of the Ontario Human Rights Code, the Town's Violence and Harassment Policy, as well as the Occupational Health and Safety Act.

17. FAILURE TO ADHERE TO COUNCIL POLICIES AND PROCEDURES

Several of the provisions of this Council Code of Conduct incorporate policies and procedures adopted by Council. More generally, Members are required to observe the terms of all by-laws, policies and procedures established by the Town of Kearney.

18. REPRISALS AND OBSTRUCTION

Members shall respect the integrity of the Council Code of Conduct and investigations

conducted under it. Any reprisal or threat of reprisal against a complainant or anyone for providing relevant information to the Integrity Commissioner is prohibited. It is also a violation of the Council Code of Conduct to obstruct the Integrity Commissioner in the carrying out of their responsibilities, as, for example, by the destruction of documents or the erasing of electronic communications. Members shall cooperate with the Integrity Commissioner during the course of any inquiry considering an alleged contravention of this Code.

19. ACTING ON ADVICE OF INTEGRITY COMMISSIONER

Any written advice given by the Integrity Commissioner to a Member binds the Integrity Commissioner in any subsequent consideration of the conduct of the Member in the same matter if all the relevant facts known to the Member were disclosed to the Integrity Commissioner.

20. COMPLIANCE WITH THE COUNCIL CODE OF CONDUCT

Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to disclose a direct or indirect pecuniary interest under the Municipal Conflict of Interest Act.

Every Member shall comply with the Council Code of Conduct and all applicable laws including the Municipal Conflict of Interest Act.

The Municipal Act, 2001 authorizes Council to impose either of two penalties on a Member following a report by the Integrity Commissioner that, in her or his opinion, there has been a violation of the Code of Conduct:

1. A reprimand; or
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of Council or a local board for a period of up to 90 days.

Other Actions:

The Integrity Commissioner may also recommend that Council take the following remedial actions:

1. Removal from membership of a Committee or local board.
2. Removal as Chair of a Committee or local board.
3. Repayment or reimbursement of moneys received.
4. Return of property or reimbursement of its value.
5. A request for an apology to Council, the complainant, or both.

21. REVIEW

To proactively manage policy review, it is desirable to set a review date. Therefore, a review of this policy shall be performed in the year of a Municipal Election in order to maintain its accuracy and applicability. Should legislation that governs this Council Code of Conduct change prior to the year of a Municipal Election, the policy shall be reviewed and revised accordingly.

Schedule “A” to Bylaw _____

Human Resources Policy

SCOPE AND PURPOSE

INTRODUCTION

This Policy is for the purpose of establishing consistency in the administration of Human Resources matters throughout the Town of Kearney (the “Town”). Nothing contained in this Policy relieves the Town of Kearney or its employees from complying with all applicable municipal by-laws, provincial and federal statutes, and the regulations thereunder. All provisions of this Policy are subject to the Ontario *Employment Standards Act, 2000, as amended*. The meaning or application of some areas of this Policy may be open to interpretation. The decision of the Clerk-Administrator (Clerk/CAO) shall be final on any such interpretation issues, subject to applicable laws.

SCOPE

The provisions of this Human Resources Policy apply to all employees of the Town of Kearney, unless otherwise specifically noted. For bargaining unit employees, where there is a conflict between an item in this Policy and the Collective Agreement between the Town of Kearney and the Canadian Union of Public Employee Local 1813.06, the Collective Agreement shall govern.

The term “Supervisor” is the title given to the management role of Department Head. Department Heads report to the Clerk-Administrator (Clerk/CAO). Council is the “Supervisor” of the Clerk-Administrator (Clerk/CAO).

TERMS AND CONDITIONS OF EMPLOYMENT

HIRING

The Town follows customary, non-discriminatory practices to attract and retain qualified employees to meet the staffing requirements of the Town. Candidates will be selected on the basis of their ability to meet the requirements of the job according to the job description determined by the Town, including, without limitation, education and technical qualifications, experience and general aptitude for the position. The Town reserves the right to hire, transfer or promote internally, at its discretion, subject to the posting and other applicable terms of the Collective Agreement for unionized employees.

All staff positions are created by Council, either by Motion or By-law, or through Collective Bargaining.

Council will be kept apprised of all vacancies and successful candidates for all positions.

GENERAL HIRING PROCESS

- a) **Part-time, Contract and Seasonal Positions:** The Supervisor and Clerk-Administrator (Clerk/CAO) or designate are authorized to interview and hire the employee.
- b) **Full-time Positions:** The Supervisor will short-list the applicants who will be interviewed by the Supervisor and the Clerk-Administrator (Clerk/CAO) or designate. The Supervisor has the authority to effectively recommend the successful candidate to the Clerk-Administrator (Clerk/CAO).

- c) **Supervisor (Department Head) Positions:** The Clerk-Administrator (Clerk/CAO) will short-list the applicants who will be interviewed by the Clerk-Administrator (Clerk/CAO) or a designate, another member of the management team or industry specialist and a Council representative as designated by Council. The preferred candidate will be recommended to Council for final approval.
- d) **Clerk-Administrator (Clerk/CAO) Position:** Council will determine the procedure for filling this vacancy and nothing in this policy restricts the use of an outside consultant.

INTERVIEW PROCESS

All candidates will be required to submit a resume. All candidates who meet the basic requirements of the job, based on their resume, and who the Town decides to consider for the position, are expected to complete an in-person interview, which may or may not include a skills test. Internal candidates may be exempted from the skills test, if already known to be qualified. Telephone interviews may be used to short list candidates. References will be required and checked external candidates.

Job descriptions will be attached to Offers of Employment. Job descriptions are subject to amendment from time to time, at the Town's discretion, subject to the terms of the Collective Agreement, if any.

At the discretion of the Town, a clean Drivers Abstract as well as a clean Criminal Records check may be required, and may or may not include a Vulnerable Sector Screening.

EMPLOYEE PACKAGE

New employees will receive an Employee Handbook Package which includes all pertinent policies. Unionized employees will also receive a copy of the Collective Agreement or be provided with information as to where they can locate a digital copy. The Employee Handbook will include, but is not limited to the following:

- Job Description
- CUPE and Local 18133.06 Agreement
- The Town of Kearney Health and Safety Program
- Employee Code of Conduct – Bylaw
- Workplace Violence and Harassment Policy – Bylaw
- Town of Kearney HR Policy – Bylaw
- Staff Council Relations Policy – Bylaw

NEW HIRE TRAINING AND ACKNOWLEDGEMENT

All new employees must complete and pass the Ministry of Labour Worker Health and Awareness Program prior to beginning work. The Supervisor will go through the Employee Package with the New Employee. New Employees will be required to sign off agreeing that they have read through the enclosed documents in the Employee Package, they have had an opportunity to have any questions answered, have asked any questions needed, understand the documents, and agree to abide by the documents contained within the Employee Package.

PROBATIONARY PERIOD

Newly hired employees are subject to a probationary or evaluation period as outlined in their employment contract, or Collective Agreement for unionized employees.

HIRING RELATIVES (NEPOTISM)

- a) A Related Person, for the purpose of this policy, is defined as a person's spouse through marriage or common law, any parent, child, or sibling and includes the corresponding step relationships.
- b) Due the potential for, or a perception of, conflict of interest or favouritism, a Related Person cannot work in a position in which an Employee directly supervises and/or is able to influence the working relationship of the Related Person or would otherwise create a perceived conflict of interest.
- c) This Policy prohibits the hiring of a Related Person of any Council member while in office. If an existing employee's relative is elected to Council, the Clerk – Administrator (Clerk/CAO) will work in conjunction with Council and the Town's solicitor to create a process/procedure that would reduce the potential conflict with regard to nepotism including restricting communications between the employee and Council member on matters regarding employment and matters pertaining to Council that are not in the Public domain.
- d) Potential conflicts of interest are to be reported immediately to the Clerk-Administrator (Clerk/CAO) for determination, prior to a hiring decision being made, whose decision will be final and binding.
- e) Conformity with this Policy requires that relationships be disclosed immediately prior to acceptance of employment with the Town, and subsequent Related Person relationships are to be reported to the Clerk-Administrator (Clerk/CAO). Should any violation of this policy occur, the Supervisor and Clerk-Administrator (Clerk/CAO), in consultation with the employees directly affected, will review the circumstances of the reporting relationship or other potential conflict under this Policy, and attempt to rectify the situation.
- f) Matters regarding Related Persons affecting Supervisors will be brought to the attention of the CAO to advise Council.
- g) Matters regarding Related Persons affecting the Clerk-Administrator (Clerk/CAO) will be brought to the attention of Council to be discussed with the Clerk-Administrator (Clerk/CAO) and/or legal counsel for a determination.
- h) The administration of this Policy is subject to the terms of the Ontario *Human Rights Code*.

CRIMINAL RECORD CHECKS

Where deemed appropriate by the Clerk- Administrator (Clerk/CAO), the provision of a clean Criminal Record Check is required prior to the final offer of employment being given to a prospective employee. A clean Vulnerable Sector Screening may also be required prior to the final offer of employment being given to a prospective employee. In such cases, unsatisfactory record checks or screenings will result in any conditional offer of employment being void.

DRIVERS LICENCE AND ABSTRACT

Candidates who may be required to use a Municipal vehicle, or require a vehicle for work purposes, as part of their specified duties are to provide a clean Driver's Abstract prior to their final offer of employment being extended. Employees are to immediately report any changes to their Driver's Abstract to their Supervisor and/or the Clerk-Administrator (Clerk/CAO), and, in the case of the Clerk-Administrator (Clerk/CAO), to Council. After hire, the Town may obtain the Driver's Abstract at least yearly and/or at any time with or without cause. The loss of a Driver's

License, failure to disclose changes or provide an Abstract, and/or multiple or serious infractions, will result in disciplinary action up to and including termination of an employee.

All employees who have access to a Municipal Vehicle must sign a Municipal Vehicle Usage form as amended from time to time.

Employees are not allowed to use any Municipal provided Vehicle and/or equipment and/or property for personal use without express written permission from their Supervisor and/or Clerk-Administrator (Clerk/CAO), and, in the case of the Clerk-Administrator (Clerk/CAO), from Council.

JOB DESCRIPTION

- a) An accurate Job Description will be maintained for all positions within the organization.
- b) All Job Descriptions will be evaluated by the Town for the purpose of administration of remuneration and benefits.
- c) All newly created non-union positions, job descriptions and remuneration will be approved by Council.
- d) Changes in duties and/or additions and/or deletions to the Job Description will be at the discretion of the Clerk-Administrator (Clerk/CAO), who will seek the approval of Council where applicable.
- e) Pay equity maintenance and compliance will be performed by the Clerk-Administrator (Clerk/CAO), with the assistance of an external consultant if the Clerk-Administrator (Clerk/CAO) determines necessary.

JOB EVALUATION

- a) The Town has established and will maintain a job evaluation system, at its discretion, which will be applied in a manner that meets its job evaluation objectives including, without limitation, equity in compensation.
- b) New positions will be evaluated and assessed immediately following their approval by Council.
- c) Periodically, and no less than at five (5) year intervals, the Clerk-Administrator (Clerk/CAO) will undertake a full review of all non-unionized positions to ensure that integrity of the pay grid system has been maintained and will provide a comprehensive report to Council.
- d) The Management pay grid salary levels will increase each year at least in line with the increases and timelines set out in the Collective Agreement.

SALARY GRID & MOVEMENT THROUGH THE GRID - MANAGEMENT

The management salary grid is comprised of five (5) steps for each salary band.

- a) **Existing Employees:** Movement through the salary grid by an employee will be based on delivery of successful performance in the prior year as evaluated in the Performance Management Evaluation in a recommendation to Council by the Clerk-Administrator (Clerk/CAO). Successful performance will enable an employee to progress through the salary range towards Job Rate. Successful performance shall be measured in accordance with the performance tools.

- b) **New Employees:** New employees will be placed at an appropriate step within the salary grid based upon their experience, skills, abilities, and related education, as applicable (“Skills and Abilities”), and taking into consideration market competitiveness. An assessment of each individual’s Skills and Abilities will be completed before the date of hire to ensure that the individual is placed at an appropriate step on the grid, as determined by the Clerk – Administrator (Clerk/CAO) or in the case of the Clerk – Administrator (Clerk/CAO) Council/ a third party consultant.

HOURS OF WORK AND BANKED TIME

The Town of Kearney understands the importance of a work-life balance while serving its residents.

HOURS OF WORK .

- a) The Clerk-Administrator (Clerk/CAO) and Supervisors shall be expected to work between a 37.5 and 40-hour work week, depending on the terms of their employment contract.
- b) Management Staff may occasionally be permitted to work a condensed week and/or day, with the approval of the Clerk-Administrator (Clerk/CAO). Approval will not be unreasonably withheld provided there is staffing in place to maintain service levels to the residents.
- c) Management Staff who wish to regularly work a 4-day week must have prior approval in writing from the Clerk-Administrator (Clerk/CAO) and Council. Employees will be paid their ‘regular’ wages/salary for the work week with the understanding that pay for hours accrued on a five day basis, and hours worked must reconcile to equate at the end of the year. There will be no payment for any excess hours worked and any over pay for any shortage of hours worked in the year, as compared to the employee’s annual expected hours, will be deducted from the employee’s future pay and/or will be attributed to the employee’s current vacation and/or future vacation. It is the responsibility of the employee and their Supervisor to ensure that there is sufficient ability to cover this negative balance of hours worked with vacation pay.

The above Policy shall only be applied to employees with supervisory responsibilities.

- d) The Collective Agreement outlines the setting of the hours of work, and related hours of work provisions for unionized employees.

BANKED HOURS/BANKED IN TIME OF LIEU

The Town of Kearney recognizes that, from time to time, it is necessary for Supervisors or the Clerk – Administrator (Clerk/CAO) to work additional hours outside of their regular hours of work (“Excess Hours”).

All Excess Hours to be performed by Supervisors must be approved by the CAO and will be banked as time in lieu.

- a) All employees shall use banked time in lieu by December 31st in each year. Unused banked time will be forfeited and not paid out. Banked time that is accumulated in the month of December and cannot be taken as of December 31st of that year, may be carried over may to the following year if approved by the Clerk-Administrator (Clerk/CAO). This banked time in lieu must be used in the first quarter of the year following.

- b) Banked time in lieu must be used prior to any available vacation time being taken and is to be used at a time approved by the immediate Supervisor.
- c) Banked time in lieu will be calculated at straight time, unless it is for a night meeting of Council and/or Boards on a Friday, in which case it will be calculated at time and a half for every hour spent in such meeting.
- d) Salaried employees who are required to attend a weekend Council, Board, Event or Townhall on behalf of the Town will be entitled to a full day off in lieu of the Saturday or Sunday.
- e) Banked time in lieu may be used for work-week compression subject to approval of the employee(s) Supervisor.
- f) The maximum banked time allowed will be capped at eighty hours (80) on a rolling basis.

EMPLOYEE BENEFITS

The Town of Kearney considers benefits an important component of total compensation. Full time employees will be entitled to the Town's established group benefits upon hire, as outlined in the Benefit Policy Booklet, including OMERS. Part time and/or contract may be entitled to OMERS depending on OMERS guidelines.

REIMBURSEMENT OF EXPENSES

- a) Employees must obtain all appropriate approvals before incurring expenses; if prior approval was not able to be obtained, then the Clerk – Administrator (Clerk/CAO) will investigate and decide on the reimbursement of expenses.
- b) All expenses must be submitted within 60 days of being incurred, or prior to year-end, whichever is earlier.
- c) All expense claims must be submitted prior to termination or leave from the Town.

TRAVEL

Personal Vehicles

- a) The Town of Kearney assumes no financial responsibility for personal vehicles that employees use in the course of attending work or to conduct Municipal business.
- b) Employees who use their own vehicle for approved Municipal business, will be paid mileage at a rate as set by the Town from time to time. All mileage reimbursement requests must be able to be verified and shall include addresses and/or identifiable place of travel and actual mileage travelled.
- c) Renting of vehicles may be considered in place of mileage if it is proven to be more cost-effective.
- d) Reimbursement is provided for necessary and reasonable expenditures on parking, as well as tolls for bridges and highways when driving on Municipal business.
- e) There is no reimbursement for traffic or parking violations.

ACCOMMODATIONS

- a) Overnight accommodation must receive prior approval by the Clerk – Administrator (Clerk/CAO).
- b) Reimbursement will be made for single accommodation in a standard room.
- c) You may be reimbursed for reasonable gratuities for restaurant, hotel room services and taxis. Record of gratuities must be submitted with expense claims. Examples of reasonable gratuities include:
 - 15% on restaurant meals.
 - 10% on travel (Uber, Taxi, room cleaning).

MEALS

- a) Meal expenses may occur when employees are on Municipal business and are away from the office area over a normal meal period or have prior approval for the expense. The detailed receipt of the meal must be submitted.
- b) Selection of meals must be reasonable
- c) Alcohol will not be reimbursed as part of an expense.
- d) No reimbursement will be made for conferences or training sessions where the meals are provided.

VACATION

POLICY STATEMENT AND RATIONALE

The Town recognizes the need for rest and recreation as an integral element in balancing work and lifestyle and as such will provide annual paid vacation to eligible employees in accordance with the *Employment Standards Act, 2000* and the following:

- a) Vacation periods, calculation of pay, continuous service and pay distributions will be based on a calendar year from January - December. Employees are entitled to vacation in their first year, prorated from their start date to reflect a part year of service. Upon termination, protected leave or retirement, a payout of vacation pay will be proportionate to the percentage of the year that has been completed prior to the date of termination, leave or retirement, as applicable, less the amount of vacation time already taken. If an employee has taken greater vacation than has been earned at the time of termination, a recovery of vacation pay for the vacation not earned will be considered an advance in wages/salary owed to the Town and will be deducted from the final pay(s).
- b) Unless otherwise negotiated in their employment contract or performance review, Full Time Management Employees will receive an annual vacation, with pay, prorated from their anniversary date in the required year as follows:
 - Less than 3 years of service - 2 weeks or 4%.
 - Three years but less than 5 years of service 3 - weeks or 6%.
 - Five years but less than 10 years of service 4 - weeks or 8%.
 - Ten years but less than 15 years of service 5- weeks or 10%.
 - Fifteen years and over - 6 weeks or 12%.

- c) Full time employees' vacation pay will be paid when vacation is taken. Temporary and part-time employees' vacation pay will be calculated and paid on each pay.
- d) A carry-over of vacation, (of no more than 10 days), to the following vacation year requires the approval of the Clerk – Administrator (Clerk/CAO).
- e) A payout in the current year, (of no more than 10 days subject to applicable laws), requires the approval of the Clerk – Administrator (Clerk/CAO).
- f) Employees may be obliged to take paid vacation at a time set by the Supervisor or Clerk – Administrator (Clerk/CAO), even if not requested, at the discretion of the Supervisor or Clerk – Administrator (Clerk/CAO). in order to ensure that they are taking their supervisory minimum vacation.
- g) If an employee is on long term disability and returns to work through participation of a modified work program but is unable to return to full hours, their vacation entitlement will be as set out above, but their vacation pay will be prorated to reflect their hours worked in relation to full-time hours, subject to the Town meeting its statutory obligations regarding vacation pay .
- i) All vacation requests must be submitted by employees on a Vacation Request Form to the Supervisor for approval.
- i) Any vacation requests for longer than a two-week consecutive period require the approval of the Clerk – Administrator (Clerk/CAO) and in the case of the Clerk – Administrator (Clerk/CAO) approval from Council.
- j) All vacation requests are to be made in a timely manner to allow time for review and scheduling considerations. Vacation requests, once approved, will be maintained as part of the payroll system. These records will be made available to an employee upon request.
- k) Approval of multiple employee requests for the same time period within one Department will be made at the discretion of the Supervisor and/or Clerk – Administrator (Clerk/CAO), subject to the terms of the Collective Agreement.
- l) Employees should be aware that pre-booking of trips prior to obtaining Supervisor approval is not advised in case of the request being denied, in which case the employee will be responsible for all associated costs and expenses of cancelling their vacation.
- m) Part time, contract, and seasonal employees shall receive vacation and vacation pay in accordance with the *Employment Standards Act, 2000* unless otherwise negotiated within the employee's contract of employment, or subject to the terms of the Collective Agreement as applicable.

SICK/PERSONAL LEAVE

The Town recognizes that, from time to time, employees may require time off to deal with illness, injury, medical emergencies, inclement weather that prevents their attendance, personal appointments and urgent matters for themselves or family members.

Sick days and Personal Leave days entitlements for non-union Staff are equivalent to those set out in the Collective Agreement. These days are inclusive of and not in addition to the Sick Leave and Family Responsibility Leave provided under the *Employment Standards Act, 2000*, as amended.

- a) Employees have an obligation to minimize the impact of their absence on the Employer. Each employee is therefore personally responsible for advising their Supervisor or designate prior to each occasion necessitating an absence from scheduled duty where reasonably possible.
- b) Absence of one (1) day or more, without notification to their Supervisor, may result in forfeiture of pay, and/or disciplinary action, subject to applicable laws.
- c) After three (3) consecutive days of being absent, the employee may be required to obtain a doctor's certificate and supply a copy to their Supervisor. The cost of obtaining medical documentation will be borne by the employee. An employee may be required to obtain a doctor's certificate for any absence less than three (3) consecutive days at the discretion of their Supervisor, subject to applicable laws.
- d) If an employee exhausts their Sick/Personal Leave, they are required to use banked and/or vacation time for further instances that would normally constitute reason for sick/personal leave.
- e) Sick/Personal leave cannot be used for the following:
 - Any compensable absence resulting from an occupational injury/illness.
 - Illness, accident, or disability suffered during any period of leave granted under the Personal Leave of Absence Policy.
 - Vacation periods.
- i) In the event that a non-unionized employee is unable to submit their timesheet due to illness or vacation, the employee will be paid for their regular working hours for the week in question, and any discrepancies will be rectified in the next pay period (i.e. recording time not worked as sick time or vacation time, as applicable, and correcting any over payment for time not worked).

Supervisors of unionized employees are responsible for submitting timesheets for their staff in this instance.

Seasonal and Part-Time Employees

- a) Sick/Family Responsibility Leave for Seasonal and Part-Time Employees shall be in accordance with the *Employment Standards Act, 2000* for non-union employees, or the Collective Agreement for unionized employees.

PAID HOLIDAYS

- a) Employees are entitled to the following paid holidays, subject to any difference in days negotiated into the Collective Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day

Canada Day

Boxing Day

- b) If any of the above holidays falls on a weekend, the preceding Friday or following Monday will be deemed to be the holiday as chosen by the Town.
- c) For employees working part-time, holiday pay will be calculated in accordance with the *Employment Standards Act, 2000*.
- d) If an employee is on leave without pay, paid holidays will not accumulate, and the employee will not be paid for the holiday(s), subject to applicable laws.

COMPASSIONATE LEAVE

The Town of Kearney will provide paid bereavement leave following the death of an immediate member of the family as set out in the current Collective Agreement. Upon request, additional days may be granted at the discretion of the Supervisor and/or Clerk – Administrator (Clerk/CAO) to be taken as vacation, , lieu time, or unpaid time.

The employee is responsible to contact their Supervisor to inform them of their need for bereavement leave, in advance of the leave period, if possible.

- a) Employees who have not completed three (3) months of continuous service are not eligible for paid bereavement leave, unless required by legislation.
- b) For clarity, in the event that the Collective Agreement provides for different bereavement leave benefits or terms than the above, the Collective Agreement shall prevail for unionized employees.

DISCONNECTING FROM WORK

The Town of Kearney appreciates the hard work of its employees and agrees that work should not be completed outside of their normal working hours except in the case of emergency, or where there are specific requirements of the employee's role that require such work, and except where the nature of the employee's role contemplates being accessible outside of regular hours. Subject to these exceptions, the Town understands that employees:

- Are not required to take work home with them to complete outside of regular working hours.
- Are not expected, nor required, to respond to work-related communication outside their regular working hours, while on break, or during any paid or unpaid time off, except for the purposes of being in touch to determine the employee's status.
- Should take and use all of their scheduled breaks and time off entitlements for non-work-related activities.
- Will not face repercussion or be penalized for not communicating or continuing to work outside of their regular working hours.

The Town of Kearney may, on occasion, send general communication to employees when they are not working, but will do their best to ensure that they are not sending communication that requires an immediate response from employees.

Employees are not expected to respond to any Employer communication when not at work, except in unforeseen circumstances, such as an emergency.

This section is subject to applicable laws that permit an employee to be contacted outside of regular working hours.

DISCIPLINE

The Town of Kearney will contemplate disciplinary action to address culpable behaviour. When violations of rules and practices occur and disciplinary action is contemplated, the Supervisor will review the facts with the Clerk/CAO prior to administering any corrective action.

Progressive Discipline System

The Town follows a system of progressive discipline intended to encourage employees to correct their disciplinary conduct and to perform to the Town's expectations. The progressive discipline system is based on the principle that the severity of the penalty increases with each subsequent infraction. However, the severity of the incident(s) will determine the extent of discipline imposed, including, but not limited to, termination for just cause:

- i. Verbal warning
- ii. Written warning
- iii. Suspension for various periods of time
- iv. Termination

All discipline, including verbal warnings, and the incidents giving rise to the discipline, will be documented. Documentation is placed in the employee's file and a copy is provided to the employee.

In determining the disciplinary step to be taken in the progressive discipline system, the Town will consider the following factors:

- The nature and severity of the disciplinary conduct.
- The cost involved to the Town (direct and/or indirect costs).
- The effect on the Corporations' public or employee relations.
- The time interval between offences.
- The potential liability and/or risk to the Town and/or its reputation.
- The length and quality of service record.
- Culminating Incident(s): An incident that in itself would not normally result in a dismissal, but in combination with other issues or previous actions may justify such action.

The Town may skip steps in the progression of discipline where the nature and severity of the disciplinary conduct warrants a higher level of discipline. Some instances of misconduct are so severe that they warrant immediate dismissal for just cause. Just cause for termination will have the normal meaning given to the term by Ontario courts.

Driver's Licence – Disciplinary Conduct

When a Driver's License is required to discharge a work duty/responsibility and the Driver's License of the employee is suspended or revoked, the employee may be immediately demoted or terminated with just cause, at the sole discretion of the Town. The employee's entitlements on termination will not be less than what they are entitled to under the *Employment Standards Act, 2000*, as amended, if any. The demotion may be to a position they are qualified to perform, providing one is available. The employee's vacated position may be posted and filled. Failing

the availability of a vacancy, the employee may be laid off or terminated, at the discretion of the Town.

Other Examples of Unacceptable Conduct

The following is a list (not exhaustive) of conduct that may result in discipline:

- Absence from duty without prior permission from the Supervisor. The employee should notify his/her Supervisor (prior to their shift start, if possible) of the reasons for their absence and the expected time or date of return, except in circumstances legitimately beyond the control of the employee which prevents them from obtaining prior approval.
- Leaving the working area at any time without permission from the Supervisor or designate.
- Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the Supervisor which the employee may be reasonably expected to perform.
- Using municipal property and/or vehicles and/or property for personal use without express written permission.
- Not following Health and Safety Protocols.
- Disregarding job duties by neglect of work.
- Reading for pleasure during working hours.
- Personal phone calls during work time.
- Tardiness.
- Failure to commence work at the beginning of the work period and/or leaving prior to the end of the work period without permission.
- Stopping work or making preparations to leave work, without specific prior authorization, before the official lunch period, official break time in work, or official shift end (examples are washing up or changing clothes before the official quitting time).
- Failure to report any personal injury or equipment damage immediately to one's Supervisor.
- Unsatisfactory work and/or failure to maintain required standards of performance within the employee's control, including, without limitation, neglect or carelessness in observance of official safety or departmental rules, or disregard of common safety practices.
- Leaving the job during regular working hours without notice to, and permission from, their Supervisor.
- Use of, being under the influence of, or impaired by, alcohol, marijuana, or any illicit drug(s), or under a prescription drug that causes impairment, while on duty or while representing the Town
- The use of abusive or threatening language towards subordinates, fellow employees, Supervisors, or members of the general public.
- Failure to report an accident in which the employee was involved.
- Refusing to give testimony when accidents are being investigated.
- Unauthorized use of Municipal Property for private or personal use or performing private/personal work on Town time.
- Threatening, intimidating, coercing, or interfering with the work performance of employees or Supervisors at any time.
- Failure to report for assigned overtime work without good reason.
- Any deliberate act which endangers the safety of ratepayers, members of the public or co-workers.

- Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any of the Town's property. Abuse, or deliberate destruction in any manner of Municipal property, tools, equipment, or the property of employees.
- Willful or negligent damage to the person or property of the ratepayers, co-workers, or the Town.
- Altering another employee's timecard, or unauthorized altering of own timecard.
- Sleeping during working hours (except Firefighters).
- Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or Worker's Compensation.
- Bookmaking, or gambling of a similar serious nature while on Town work time.
- Stealing or similar conduct, including the damaging, concealing or destruction of any property of the Town or of other employees.
- The sale of narcotics.
- Fighting or attempting to injure another employee or threatening same.
- Carrying or possession of firearms, explosives, or weapons on Municipal property at any time (unless authorized by nature of position).
- Instigating or leading any illegal walkout, strike, sit down or stand in.
- Dishonesty or any dishonest action in carrying out the employee's duties including, pilfering, opening lockers assigned to other employees, opening lunch boxes, tool kits or other property of the Town or of other employees.
- Breach of confidentiality.



Cash and In-Kind Donations (Requested & Received) Policy

1. Purpose

The Municipality receives numerous requests and offers for cash or in-kind donations throughout the year to support an array of activities, projects, events, and initiatives. In addition to requests for donations, the Municipality receives a varied amount of offers to donate both Cash and In-Kind items/assistance. All donations granted or received by the Municipality have an impact on the Municipality's budget and therefore on taxation levied to citizens.

An annual budget approved by Council for the purpose of making donations to support eligible applicants and initiatives will determine the limited amount of cash funds available for disbursement to support donation requests.

The purpose of this policy is to establish guidelines for cash or in-kind donation requests submitted to the Municipality, and the granting of those requests by the Municipality. As well, this policy will establish the business rules and guidelines with respect to acceptable donations or gifts that organizations, community groups or individuals may wish to make to the Town of Kearney (the "Town") and/or to support Town initiatives, projects, programs or services.

There will be consistent administration of donations or gifts received in line with this policy in a responsible, transparent, and accountable manner.

2. Scope

This policy does not apply to:

- a) Inbound funding or grants to Town departments and affiliated municipal agencies, boards or organizations for the purposes of delivering a community service and/or the provision of Town infrastructure as defined in provincial or federal legislation;
- b) Donations received or fundraising initiatives by Town staff on behalf of an outside organization (e.g. dress down days for local charities, United Way campaign, etc.); and
- c) Sponsorship arrangements with the Town as these do not qualify as donations.

3. Eligibility

Requests for donations:

Requests for cash or in-kind donations may be submitted by and will be considered from incorporated not for profit organizations, established community groups, or other entities with a demonstrated need for support and through their programming/activities/initiatives, a commitment to benefiting the Town of Kearney and/or its residents.

Donations will be considered when the request will support initiatives, events, programs, or projects that are offered free of charge to community members and for the benefit of the community of Kearney and/or its residents.

Requests to donate to the Town:

~~Donations or gifts to the Town will only be welcomed when they have a purpose aligned with the Town's core values, vision or strategic goals and would be deemed to be in the public interest of the constituents of the Town.~~

As per Council direction, donations will be welcomed regardless of size or type, whether monetary or in-kind. These donations will be brought to Council for approval if not for a typical occasion or event, such as thank you cards, Christmas baskets, etc.

4. Types of Donations

Cash Donations: Monetary contributions provided directly to (or received from) eligible applicants to support their initiatives, events, programs, or projects.

In-Kind Donations: Goods or services provided directly to (or received from) eligible applicants, such as (municipal/contractor) equipment, supplies, facilities, or volunteer assistance.

5. Application Process

Submission: Requests for cash or in-kind donations must be submitted in writing, using the designated application form available on the Municipality's website or by contacting the Municipal Office to obtain one.

Content: All requests must be submitted either by email, mail, or in-person to the Municipal office and only through the completion and submission of the Municipal Donation Request Form.

6. Evaluation Criteria

Considerations will include:

- Alignment: The extent to which the proposed initiative, event, program, or project aligns with the municipality's goals, priorities, and values as outlined in the Municipality's strategic plan.
- Community Impact: The potential positive impact of the donation on the Town of Kearney and/or its residents, including the number of beneficiaries and the significance of the benefits.
- Feasibility: The feasibility and likelihood of successful implementation of the proposed initiative, event, program, or project.
- Frequency of requests: The degree to which there is a reliance on Municipal funding. Whether or not the Municipality has contributed to an applicant in the past shall have no bearing on the decision to grant requests.
- Need: Demonstrated need for the Municipality's funding.

~~Donations or gifts to the Town must not:~~

- ~~a) adversely impact the Town's identity, reputation or goodwill;~~
- ~~b) cause Council or Town staff to receive any product, services or asset for personal use, benefit or gain;~~
- ~~c) accrue any net advantage to the donor or to any person not dealing at arm's length to the donor as a result of the donation;~~
- ~~d) promote religious or political views that might be deemed prejudicial to other religious or political groups or incite violence or hatred; and/or~~
- ~~e) promote or condone stereotyping of any group or discrimination as defined by the Ontario~~

~~Human Rights Code.~~

~~The Town, in its sole and absolute discretion, may decline a donation from any donor who, in the opinion of the Council, or Town staff, represents a reputational risk to the Town through involvement in activities that are contrary to the core values of the Town.~~

~~The Town may decline donations or gifts from parties that are disqualified from doing business with the Town or currently not in good standing (i.e. currently in violation of a by-law, policy or under litigation or potential litigation).~~

~~The Town may decline donations or gifts for any reason it deems fit, in accordance with this Policy. If the donation or gift is not accepted, the donor may be advised of the reason at the Town's discretion.~~

~~Authority for acceptance or denial of donations or gifts will be with:~~

- ~~a) the Treasurer for donations and gifts up to \$10,000; and~~
- ~~b) Council for donations and gifts over \$10,000.~~

~~The Town does not endorse the products, services, or ideas of any donor. Therefore, the Town will not accept donations that are conditional upon the endorsement of any product, service or supplier.~~

~~The donation or gift may not cause unplanned operating or capital expenditure or significant administrative burden and will only be accepted if the Town has the capacity to meet the initial and ongoing costs and obligations associated with the donation or gift.~~

~~The Town is committed to the highest standards of donor stewardship and accountability. This includes appropriate acknowledgement and recognition for donations. All donations or gifts valued at \$10,000 or more will receive recognition appropriate to the level and nature of the donation, as determined by the Town as well as the wishes of the donor.~~

~~Donations of \$10,000 or more in value may be documented through a formal agreement outlining the terms and conditions of the donation or gift.~~

~~Potential donors of significant value (\$10,000 or more) will be requested to:~~

- ~~a) declare there is no conflict of interest;~~
- ~~b) disclose in writing to the Town if they or their organization is currently or has recently been involved (in the previous 12 months) in a planning approval or procurement process with the Town or registered with the Town's 'Lobbyist Registry'.~~

~~In such a case, the Town may, depending on the circumstances, refuse the donation or gift, request a waiting period, or take steps to insulate information about the donation or gift from decision-makers involved in the planning or procurement process.~~

~~The Town will issue Income Tax Receipts for all donations or gifts that are valued at \$25 or more provided the donation is eligible based on rules set by Canada Revenue Agency (the "CRA") and the provisions of this Administrative Directive.~~

7. Review and Approval

Review Process: Donation requests shall be reviewed by a **Council designate** (staff or a Council member) appointed annually by Council resolution, who will assess and evaluate applicant eligibility and project evaluation criteria outlined in this policy against the application received.

Where in-kind donations are requested, ~~the Evaluator~~ Council will consult at all times with the relevant department head to determine the availability of any and all municipal resources requested.

The results of ~~his/her~~ assessment will be brought to Council as a whole for their consideration.

Approval Authority:

Final approval of donation requests that are not included in the Town's annual budget, must be approved by ~~the assessor (council designate) shall be granted by~~ Council as a whole.

~~Donation requests under \$50 determined by the assessor to have met the criteria may be approved and authorized by the assessor without Council as a whole's approval.~~

8. Acknowledgment and Reporting

Acknowledgment: Upon approval of a donation request, the recipient shall submit to the Town's Clerk-Administrator (Clerk/CAO), written acknowledgment of the donation.

Reporting: Recipients may be required to provide information on the use and impact of the donated funds or resources.

9. Compliance and Oversight

Compliance: Recipients of cash or in-kind donations shall use the funds or resources only for the purposes set out in the Application for Donation Requests and the recipient shall comply with any applicable laws, regulations, or policies when carrying out their initiative.

Oversight: The Municipality's CAO or his/her designate shall maintain oversight of donated funds or resources to ensure compliance with donor intent and municipal policies.

10. Approval and Adoption

This policy once approved by Council of the Corporation of the Town of Kearney and adopted by resolution of Council be an official policy of the Town of Kearney.

11. Amendment

This policy shall be reviewed periodically by Council to ensure its effectiveness and may be amended as necessary by resolution of Council.



Municipal Donation Request Application Form

Applicant Information

Name of Applicant Organization:

Contact Person:

Title/Position:

Type of Organization:

Incorporated Not for Profit_____

Unincorporated Community Group _____

Another Municipality_____

None of the above_____

Address:

City:

Province:

Postal Code:

Phone

Number:

Email

Address:

Website (if applicable):

Project/Event Information:

Name of Project/Event:

Description of Project/Event (include purpose, objectives, target audience, expected outcomes, etc.): Date(s) of Project/Event:

Location of Project/Event:

Expected Number of Kearney Resident Participants/Beneficiaries:

How will the project/event benefit the community of Kearney and/or its residents? Is there a cost to participate in this project/event? Yes _ No___

If yes, please provide details:

Donation Request Details:

Type of Donation Requested (cash, in-kind, or both):

Amount/Value of Donation Requested:

Specific Items/Services Requested (if requesting in-kind donations):

Intended Use of Donation (how will the donation be used to support the project/event?):

Have you ever received funding from the Municipality in the past for this project, initiative, event, etc. offered in the past? Yes_____ No_____

If yes, when and in what form and if cash, what was the value of that donation?

Why is the Municipality's support necessary to the success of your project, initiative, event etc.? How specifically will the Municipality's donation be acknowledged?

Supporting Documents:

If desired, you may attach any supporting documents that provide additional information about the project/event/initiative etc. that would help us to know more about your initiative.

Declaration:

By submitting this application, I/we hereby certify that the information provided is true and accurate to the best of my/our knowledge. I/we understand that submission of this application does not guarantee approval of the donation request and that all decisions regarding donations are subject to review and approval by Council as a whole. I understand that the Municipality's consideration of all applications is subject to the availability of its limited donation fund as assigned during its annual budget exercise.

Authorized Organization Representative's Signature:

Date: _____

Hand deliver or mail to: 8 Main Street, P.O. Box 38, Kearney, ON, P0A 1M0

Or

Email to: nicole.gourlay@townofkearney.ca

Internal Office Only

Received By: _____ Date: _____

From: Lynette Dault <admin@6sgraphics.com>
Sent: March 20, 2025 12:07 PM
To: Nicole Gourlay <nicole.gourlay@townofkearney.ca>
Subject: Sign Proposal

Hi Nicole,

I am sending you our offer of donation with regard to the sign on Bevans Road that is in need of being replaced. For your viewing, I have attached a mock file of our proposal of replacement. In the spirit of consistency in branding we have selected the same image as we did for our previous donation. Our intent would be to be constructing this out of the same metal composition for long life and durability. If the existing support frames are not usable we would also offer to remove and replace the required posts.

Additionally we would like to expand our donation offer to say that moving forward we would be happy to supply any other locations that you would like to have a sign installed.

--

Lynette Dault

6S Graphics
2385 Hwy 518 W
Sprucedale Ontario
POA 1Y0
[705-571-9229](tel:705-571-9229)

48"

Welcome to
Kearney

Please
Come Again

From: joe lumley <lumps15@hotmail.com>
Sent: March 20, 2025 12:08 PM
To: Nicole Gourlay <nicole.gourlay@townofkearney.ca>
Subject: Graphic and Wraps sign proposal

Hi Nicole

The sign will be 6'6"W x 6'H

Aluminum composite panel with two rough wood posts on either side.
Concrete sauna tubes for underground support.

The image will be reflective vinyl that is laminated.

Thanks Darcy and Joe



REPORT TO: Mayor Cheryl Philip & Council

FROM: Kent Randall and Jessica Rae Reid, Town Planning Consultants

DATE: March 21, 2025

SUBJECT: Lift 'H' Holding Symbol
81 Stoneway Road
Part of Lot 6, Concession 11, Bethune
Town of Kearney

RECOMMENDATION:

It is recommended that Council approve By-law 2025-20, which will have the effect of removing the Holding (H) Symbol from the subject lands, identified municipally as 81 Stoneway Road, and legally as being in Part of Lot 6, Concession 11, in the Geographic Township of Bethune, of the Town of Kearney.

BACKGROUND AND PURPOSE OF APPLICATION

The Corporation of the Town of Kearney received a Zoning By-law Amendment application requesting that Council consider passing a By-law under the provisions of Sections 34 and 36 of the Planning Act, R.S.O. 1990, c. P.13, to remove a Holding 'H' symbol from By-law No. 2022-20, as amended by By-law No. 2024-12, with respect to certain lands zoned Rural Exception 15-Holding (RU-15-H), being Part of Lot 6, Concession 11, in the Geographic Township of Bethune, of the Town of Kearney.

The ZBA application was accompanied by a Topographic Survey prepared by KPK Surveying Inc.

The subject lands are made up of three (3) conditionally approved severed lots, and the retained lands. In total, the subject lands are approximately 22.4 hectares (55.35 acres); two (2) of the severed lots and the retained lands are vacant; one (1) severed lot contains a residential dwelling on private well and septic. Portions of the above-noted property were required to be rezoned to the Rural Exception-15- Holding (RU-15-H) Zone until the below-noted condition had been fulfilled.

Analysis

According to By-law No. 2024-12, uses on the subject lands zoned RU-15-H would be restricted until such time as the following conditions have been satisfied:

1. ***“Submission of a Topographic Survey, stamped by an Ontario Land Surveyor (O.L.S) showing there is sufficient developable area above the 359.32 metres AS:***

contour elevation to safely contain a driveway, one (1) residential dwelling, and any required private servicing”.

In addition to the submitted Zoning By-law Amendment, the applicant submitted a Topographic Survey prepared by KPK Surveying Inc. Upon review of the submitted survey, and assuming site development occurs in the way it is depicted in the Topographic Survey, the survey meets the requirements in order to lift the hold.

Therefore, it is our opinion that this condition has been met.

As such, we respectfully recommend that Council remove the Holding (H) Symbol associated with the subject lands in accordance with the requirements of By-law No. 2024-12.

BUDGET IMPLICATIONS

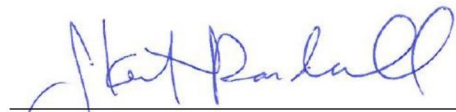
The Owner has paid all applicable application fees.

Notice & Communications

Under the Planning Act, only the owner receives Notice of a Lift Hold and it is only the owner that receives Notice of Council's decision as they are the only party with appeal rights.

Submitted By: Kent Randall & Jessica Rae Reid, Town Planning Consultants
In consultation with Nicole Gourlay, Clerk Administrator

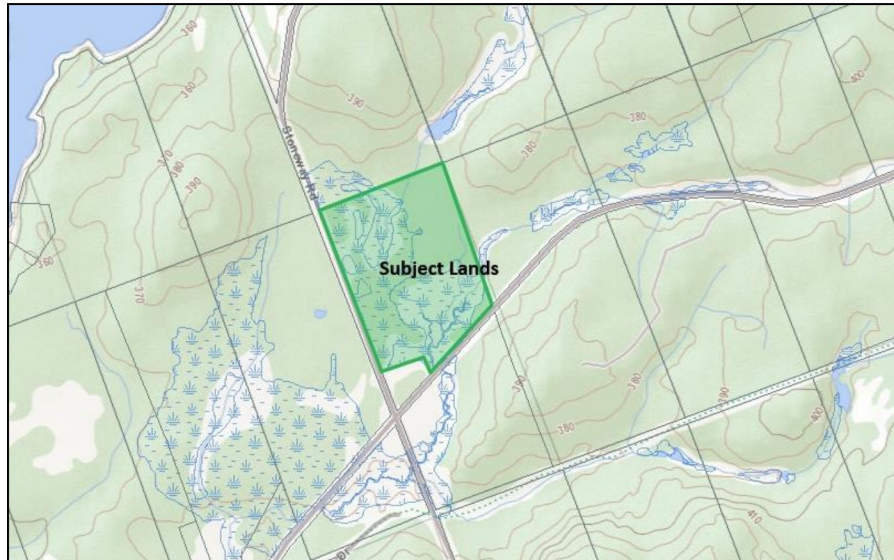
ECOVUE CONSULTING SERVICES INC.



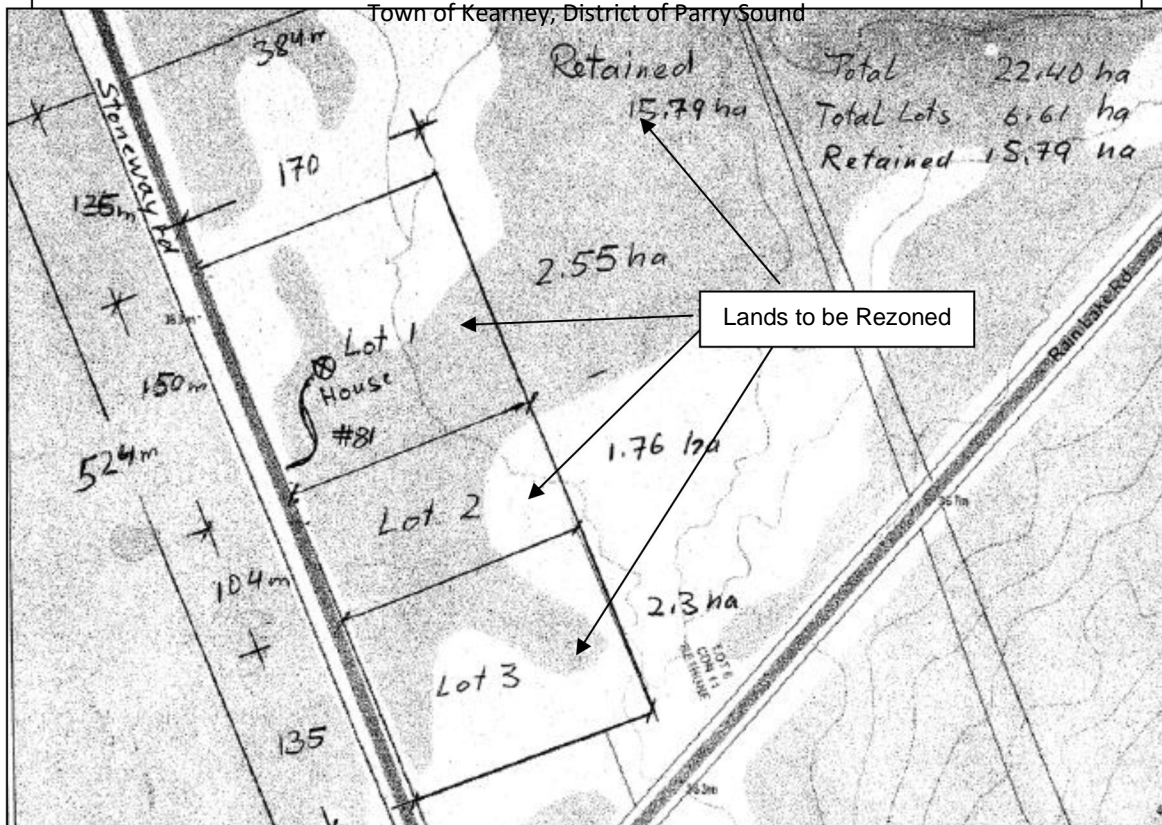
J. Kent Randall B.E.S. MCIP RPP
Town Planning Consultant



Key Map



81 Stoneway Road; Part of Lot 6, Concession 11, Bethune
Town of Kearney, District of Parry Sound



THE CORPORATION OF THE TOWN OF KEARNEY

BY- LAW NO. 2025 – XX Waste Management By-Law

BEING A BY-LAW FOR ESTABLISHING AND MAINTAINING A SYSTEM FOR THE DISPOSAL OF GARBAGE, RECYCLABLE MATERIALS, YARD WASTE AND OTHER REFUSE AND TO PROHIBIT THE UNAUTHORIZED DISPOSAL OF WASTE WITHIN THE MUNICIPALITY

WHEREAS Section 10(1) of the Municipal Act, S.O. 2001, c.25 as amended, specifies that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 425 (1) of the Municipal Act, S.O. 2001, c.25 as amended, the Council is authorized to pass By-laws providing that a person who contravenes a by-law of the Town passed under that Act is guilty of an offence;

AND WHEREAS it is in the interest of society as a whole and of the Town's ratepayers in particular, that the amount of waste generated by private citizens and businesses be regulated and reduced;

AND WHEREAS, the Council of the Town of Kearney deems it necessary to establish rules and regulations governing policies relating to the disposal of garbage and to implement a "Partial Pay-Per-Bag" system for residents and to implement tipping fees to cover costs associated with the disposal of garbage and other refuse;

AND WHEREAS, wherever possible, such waste materials generated shall be reused or recycled so that the environment is protected from contamination by hazardous substances;

AND WHEREAS recycling efforts shall extend the lifetime of existing and future landfill sites;

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

1. TITLE

This By-Law may be cited as the Waste Management By-Law".

2. APPLICATION

Unless otherwise expressly stated in specific sections hereof, this By-law shall apply to the whole area of the geographic Town of Kearney, in the District of Parry Sound, Province of Ontario.

3. DEFINITIONS

3.1 **CLEAN BURNABLE BRUSH or CLEAN WOOD** means wood free of pressure treatment wood, anything that's been painted or stained and poisonous wood, such as poison ivy, poison sumac, and poison oak, which release irritant oil into the smoke.

3.2 **CONSTRUCTION WASTE OR BUILDING MATERIALS** means any and all items associated with building, including but not limited to drywall, shingles, flooring, siding, insulation, windows, doors, wood. No recyclables or household

waste shall be mixed in with construction waste. Tipping fees will apply as per the current Town Fees and Charges By Law;

- 3.3 **COUNCIL** means the Council of the Corporation of the Town of Kearney.
- 3.4 **ELECTRONIC WASTE/ E-WASTE** means materials designated by the current Ontario Electronic Stewardship guidelines.
- 3.5 **HOURS OF OPERATION** means hours open for collection at each Transfer Station. Hours of operation will be determined by Council via a Resolution and shall be posted on the Town website and at Transfer Stations
- 3.6 **HOUSEHOLD WASTE** means the waste produced by residents in their homes. This shall not include construction waste, furniture or fixtures.
- 3.7 **MUNICIPAL RECYCLING CENTRE (MRC)** means the real property owned by the Town of Kearney, for which a license has been issued by the Ontario Ministry of the Environment for the operation of a Transfer Station and Recycling Centre.
- 3.8 **OCCUPANT** means any person or persons over the age of eighteen (18) years who is a tenant or lessee, who has changed his or her mailing address and with occupancy of six (6) months or more, or otherwise in lawful possession of a parcel of real property capable of being legally described in a deed or transfer document who shall constitute the occupant or occupants of that real property.
- 3.9 **ONE TIME PASS CARD** means a card available for purchase from the Municipal Office or Transfer Station at a rate set out in the current Town Fees and Charges By-law which allows a one-time access to contractors and/or vacation renters, in conjunction with the Vacation Rental Kit, to all onsite diversion programs and provides for the disposal of one clear/transparent bag along with unlimited properly cleaned and sorted recycling.
- 3.10 **OPERATING AUTHORITY** means the Corporation of the Town of Kearney. The Town may appoint such employees, contractors, or volunteers to enforce the Rules and Regulations
- 3.11 **OUTDOOR E-WASTE STORAGE RECEPTACLE** means a container in which Electronic Waste is stored outdoors.
- 3.12 **OWNER** means any of:
 - 3.12.1 a person who is shown as one of the registered owners of real property in the records of the Land Registry or Land Title Office; or
 - 3.12.2 a person who is shown as the assessed owner of real property on a current assessment roll for the Town; or
 - 3.12.3 a person for the time being, managing or receiving the rent of the land or premises, whether on his own account or as an agent or trustee for any other person.
- 3.13 **PERSON** means a natural person or corporation and includes:
 - 3.13.1 every general partner in a firm, partnership or joint venture;
 - 3.13.2 the employee of any person who does something at the direction of his employer;

- 3.13.3 the parent or guardian of any person under the age of eighteen (18) years who resides in the parent or guardian's household and does something at the direction of the parent or guardian.
- 3.14 **PRIVACY BAG** means a bag to provide an adequate method to enable residents to shield material that they would prefer not to be exposed for view. Such items may include sanitary products, diapers, or incontinence products.
- 3.15 **PROHIBITED SUBSTANCES AND MATERIALS** means anything which is not permitted to be disposed of at the Transfer Station and includes each and every item of the substances and materials listed in Schedule 'B' annexed to and forming part of this By-law, and in addition thereto, any substance or material which the Operating Authority or its employees have refused to accept for disposal or recycling when it has been inspected by them at the Transfer Station.
- 3.16 **RECYCLABLE MATERIALS** means any discarded household item that is eligible for the recycling program of the Corporation of the Town of Kearney, as posted at the Kearney Town Transfer Stations and guided by the provincial recycling program
- 3.17 **REFUSE/GARBAGE/WASTE** means domestic and solid non-hazardous, non-recyclable refuse and other wastes as designated and as approved by the Ministry of Environment. Tipping fees may apply;
- 3.18 **RULES AND REGULATIONS** means the rules and regulations for the use and operation of the Transfer Station set out in Schedule 'A' annexed to and forming part of this By-law.
- 3.19 **TOWN** means the Corporation of the Town of Kearney.
- 3.20 **TRANSFER STATION** means the Municipal Transfer Station designated by the Town in this By-law, located on Part Lot 18 Concession 1 Proudfoot and on Part Lot 1, Concession 10, Bethune Town, both in the Town of Kearney.
- 3.21 **TSC Transfer Station Card (Pass)** means a card provided to the "users" which allows access to all on site diversion programs and provides a system to control the disposal of clear/transparent bags per household or commercial business.

4. **OPERATION**

- 4.1 The Town shall operate two Transfer Station Sites known as Kallio Transfer Station at 149 Kallio Road and King William Transfer Station at 169 King William Street. The use of the Transfer Stations for the disposal of refuse is a privilege and not a right which will normally be extended to all residents and ratepayers in the Town and such persons from whom the Town may, by contract, agree to accept refuse.
- 4.2 The Joint Landfill Site shall be operated by means of an agreement between the Corporation of the Town of Perry and the Corporation of the Town of Kearney and managed by the Joint Waste Management Committee, as appointed by the above, respective Councils. It is a closed landfill not accessible to the public.

- 4.3 Tipping Fees are set out in the Town's current Fees and Charges By-law shall prescribe fees for the disposal or refuse of defined classes of refuse.
- 4.4 The Council of the Corporation of the Town of Kearney shall appoint such employees, contractors or designated volunteers to enforce the Rules and Regulations at the Transfer Station as it deems necessary.
- 4.5 All users of the Municipal Transfer Station Sites must provide a Transfer Station Pass that has not been revoked pursuant to paragraph 4.6 below. The Transfer Station Pass may only be used by a person in connection with the property to which it is issued or an employee, spouse or member of the household of such property acting with the knowledge or consent of such property owner. The person to whom the Transfer Station Pass is issued may be held responsible for misuse of the Transfer Station Pass, its use by an unauthorized person, or any violation of the Rules and Regulations by any person using the Transfer Station Pass. The person to whom a Transfer Station Pass is issued, is responsible for reporting its loss or theft and shall be responsible for the cost of replacement.
- 4.6 The Council, or its designate, may suspend, or restrict the privilege of using the Transfer Station and cancel the Transfer Station Pass of any person who misuses or allows the misuse of a Transfer Station Pass or violates any of the Rules and Regulations, PROVIDED THAT such suspension, or restriction is in accordance with the procedure set out below:
- 4.6.1 An employee, contractor or designated volunteer of the Town may temporarily suspend the privileges of a Transfer Station Pass holder if, upon investigation of a person tendering refuse for disposal at the Transfer Station or inspection of the said refuse, they reasonably believes a Transfer Station Pass is being used by an unauthorized person or the Rules and Regulations are being violated and the person refuses to correct the violation when requested to do so. No such temporary suspension shall be for a period of more than seven (7) days and every person so suspended may appeal to the Clerk-Administrator (Clerk/CAO) or designate
- 4.6.2 If the Operating Authority forms the opinion that the Transfer Station Pass holder has: allowed unauthorized persons to use his Transfer Station Pass; seriously and deliberately violated the Rules and Regulations; established a pattern of violating the Rules and Regulations; and/or permitted someone using his Transfer Station Pass to do any of the above, then the Operating Authority may restrict the privilege of such person to use the Transfer Station Pass and revoke his Transfer Station Pass.
- 4.6.3 Every decision of the Operating Authority to revoke or restrict the right of someone to whom a Transfer Station Pass has been issued, shall be set down in writing and delivered or mailed to the person at his address shown on the Assessment Roll for the Town or his/her last known address. Such written notice shall contain the following:
- 4.6.3.1 a brief description of the alleged violation including the approximate date thereof;
- 4.6.3.2 the date on which the revocation or the restrictions come into effect;

- 4.6.3.3 where applicable, the details of the restrictions imposed;
- 4.6.3.4 the fact that this decision of the Operating Authority may be appealed in person or in writing to the Council.
- 4.6.4 The Town will not tolerate any threats, intimidation, violence, illegal conduct, or any profane or abusive language directed at any Town employee or designate. Such offenses by any person or user may be grounds for refusal of service. Furthermore, the User may be subject to a written notice mailed to the User's address, additional offenses will be subject to further action.
- 4.7 If the Operating Authority forms the opinion mentioned in 4.6.2 above and elects to restrict rather than revoke the privileges of a Transfer Station Pass holder, or on appeal of a revocation the Council so decides, any or all of the following conditions or restrictions may be imposed:
 - 4.7.1 a requirement that refuse be brought to the TS at specified times on specified days;
 - 4.7.2 a requirement that the person submit to a detailed inspection of refuse tendered;
 - 4.7.3 a requirement that the person pay a special fee, in addition to any other fee normally imposed, equal to a genuine pre-estimate of the actual cost of any detailed inspections or sorting by employees of the refuse.
- 4.8 Refuse/garbage/waste and recyclable materials will be collected on a weekly basis for all properties with role numbers beginning with 4918 010 001 ...

5. PROHIBITIONS

No Person Shall:

- 5.1 Dump or dispose of any refuse on a Highway as defined in the Municipal Act, including both the travelled and untravelled portions thereof;
- 5.2 Dump or dispose of any refuse on any land owned by the Town or His Majesty the King in right of either Canada or Ontario, except the TS or other site designated by Council from time to time for this purpose;
- 5.3 Dump or dispose of any refuse on any private land within the Town unless the land is described in a license to operate a 'Waste Disposal Site', issued by the Ontario Ministry of the Environment, Conservation and Parks which was in existence on the date this By-law comes into force, provided that this subparagraph shall not prohibit the temporary storage of refuse pending other disposal or the composting of organic material, all of which refuse or organic material originated on the parcel of land where it is stored.
- 5.4 No person shall store or compost refuse in a manner which permits the escape of noxious or unpleasant odours onto the property of any other person, however this subparagraph does not apply to a farmer's manure pile or the spreading of manure on fields or gardens.
- 5.5 No person shall carry or transport refuse which originated outside the Town, into the Town for dumping or disposal in the Town, except under a contract approved by the Council.
- 5.6 No person who is not either the holder of a Transfer Station Pass or an employee, agent or member of the household of a person who holds a Transfer Station Pass and who is acting with the knowledge and consent of such holder, shall dispose of refuse at the TS.

- 5.7 No person shall deposit or dispose of refuse at or near the gates when the TS or the joint Landfill Site is closed.
- 5.8 No person shall dispose of Prohibited Substances or materials at the TS.
- 5.9 Hazardous Waste days will be scheduled a minimum of once annually for the collection of certain Prohibited Substances or Materials.
- 5.10 No person shall dispose of Recyclable Materials except by tendering them at the TS or other designated site properly sorted and bundled as required by the Rules and Regulations.
- 5.11 No person shall bring Recyclable Materials or Prohibited Substances or materials to the TS or other designated site concealed or packaged in such a way as to make them appear to be items, substances or materials which are not recyclable materials or prohibited substances
- 5.12 Commercial contract Users of the Transfer Station and Recycling Centre shall provide a valid building permit or contractor authorization form from the Municipal Office proving that they are entitled to use the Transfer Station and Recycling Centre and shall pay for any waste to be deposited based on the current Town Fees and Charges By-Law.

6. TRESPASSING

- 6.1 No person shall unlawfully enter the Transfer Station and/or Recycling Centre during the time that it is closed.

7. OFFENSE AND PUNISHMENT

Any person who:

- 7.1 does any act prohibited by Section 5; or
- 7.2 permits the performance of any act which is prohibited by Section 5 on real property of which he is the owner or occupier; or
- 7.3 being the employer, parent or guardian of another person, directs his employee or a person under the age of eighteen (18) years who resides in his household to do any act prohibited by Section 5;
is guilty of an offense and is punishable upon conviction under the Provincial Offenses Act by a fine of not more than Five Thousand (\$5,000.00) Dollars.

8. SEVERABILITY

- 8.1 If a Court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-law and it is hereby declared that the remainder of the By-law shall be valid and shall remain in force.

9. REPEAL CLAUSE

By-law No. 2015-42 of the Corporation of the Town of Kearney is hereby repealed, effective immediately.

10. **DATE AND EFFECT**

This By-law shall come into force and effect on _____ 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 2025.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

SCHEDULE 'A'
TO BY-LAW NO. 2025 - xx

RULES AND REGULATIONS

1. No person shall carry or transport any materials from the following categories, which originated outside of the Town, into the Municipal Recycling Centre for dumping, disposal or recycling purposes:
 - 1.1 recyclable materials
 - 1.2 metals
 - 1.3 clean burnable items
 - 1.4 building debris including building debris to be burned
 - 1.5 household or commercial garbage, recycling or refuse of any other type
 - 1.6 electronic waste
2. Users will separate, sort and place each type of garbage, recycling or refuse in particular areas as directed by site attendants or signs.
3. Users shall ensure that children under 12 remain in the motor vehicle at all times.
4. Users shall ensure that animals remain inside the motor vehicle at all times.
5. No user will set fire to any material.
6. Scavenging and salvaging will not be permitted at the Transfer Station and /or Recycling Centre at any location. This applies to entire site and includes scrap metal and electronics
7. No person shall enter and/or leave the Transfer Station and Recycling Centre without:
 - 7.1 Showing their Transfer Station Pass or One-Time Use Pass to the Attendant;
 - 7.2 Giving their name and address to the Attendant upon request;
 - 7.3 Declaring the nature and origin of the waste, if requested.
8. **Tipping Fees** will be assessed as published in the By - Law to Establish Fees or Charges for services or activities provided or done by the Corporation of the Town of Kearney.
 - 8.1 The payment of fees does not relieve the user of the requirement to sort.
 - 8.2 The payment of Tip-age Fees shall be done at the time of dumping, unless prior arrangements are made.
 - 8.3 Attendant will set fees for over and undersized loads

9. Garbage Bag Limit

- 9.1 Each property with a legal entrance and a 911 number associated to the property will receive a Transfer Station Card preloaded with the annual allotment as set out by Council in conjunction with the Joint Waste Management Committee. This annual allotment in 2025 is 60 bags per roll number. ("**No cash value**" the TSC card cannot be exchanged for cash. It may only be used for the purpose of disposing of household waste at a monetary value of \$2.00/bag, accentually equaling to 60 bags.
- 9.2 Additional bags will be assessed as published in the By-law to Establish Fees or Charges for services or activities provided or done by the Corporation of the Town of Kearney.
- 9.3 There will be no carry over of bag limit from year to the year. The card will be reloaded at the start of every new year.
- 9.4 A garbage bag for the purpose of this By-law shall not exceed 79 centimeters (31 inches) x 107 centimeter (42 inches) in size and thirty (30 lbs) in weight.
- 9.5 Garbage Bags shall be clear – or transparent enough for the attendant to see its contents.

SCHEDULE 'B'
TO BY-LAW NO. 2025 - xx

PROHIBITED SUBSTANCES AND MATERIALS

- Hazardous or toxic substances, materials or chemicals
- Products containing mercury
- Paint and stain
- Propane cylinders
- Railroad ties
- products containing asbestos
- Condemned or dead animals or animal carcasses or part thereof
- Human pathological waste
- Human excrement or urine
- Livestock excrement or urine
- The former contents of any septic tank or holding tank
- Explosives or highly flammable materials, substances or chemicals
- Rocks, logs or stumps
- Waste oil or other petroleum products
- Motor vehicles

SCHEDULE 'C'
TO BY-LAW NO. 2025 - xx

REFUSE/GARBAGE/WASTE

- Any non-toxic liquid, substance or material which was purchased, otherwise acquired, made, constructed or combined for use on any land or in any residence or business enterprise, or
- any non-toxic by-product or excess liquid, substance or material produced as a result of the creation of anything mentioned in the previous, or
- any natural plant material or substance, whether cultivated or not, which has been removed from the place where it originally grew, and without limiting the generality of the foregoing, also includes - new brick or used building or construction materials except brick, stone or concrete when used as fill material with the permission of the owner of land where they are deposited
- animal or vegetable or other waste resulting from the handling, preparation, cooking and consumption of food or drink
- household animal fecal material except when used as manure
- soiled diapers in normal household quantity
- Non- burnable Construction Debris

TOWN OF KEARNEY
EMPLOYEE CODE OF CONDUCT

This policy provides a standard to guide conduct of employees in all matters related to the employees at the Town of Kearney. It covers seven (7) aspects of employee conduct, the purpose of which are to provide a positive work environment:

1. Code of conduct
2. Alcohol & drug policy
3. Smoking at the workplace
4. Gifts and Benefits
5. Cell phone and handheld devices
6. Conflict of Interest
7. Dress code

Section 1 – Code of Conduct

1. All employees of the Town of Kearney are expected to:
 - a. behave in a manner which is professional, and which upholds the standards of safety and respect for users.
 - b. work together to ensure that the work of the Town, as communicated by the Clerk-Administrator (Clerk/CAO) is implemented. In the essence of teamwork, employees share goals with each other, make action plans and complete them together.
 - c. conduct the business affairs of the Town in good faith, and with honesty, integrity, due diligence, and competence.
 - d. serve the public with respect and dignity.
 - e. protect privacy and confidentiality except as otherwise required by law or as authorized by the CEO/Chief Librarian. No employee will share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the Town, including, but not limited to, user information.
 - f. refrain from making negative comments, oral or written, that reflect poorly on the Town of Kearney, Council, Clerk-Administrator (Clerk/CAO), other employees or services. Negative promotion includes, but is not limited to, verbal interactions, personal social/electronic media posts, written formats, and publications. Negative communications to any member of the public through any medium shall not be tolerated and may be grounds for dismissal.
 - g. refrain from inappropriate language, oral or written that interferes with a respectful and harmonious working environment. It includes, but is not limited to: swearing, excessive sarcasm, name calling, mocking or vulgar, obscene, insulting or abusive language.

2. All employees must sign and abide by the **Policy Acknowledgement Statement** (see Appendix A) and the **Employee Confidentiality Statement**. These agreements will endure in the event of termination of employment from the Town of Kearney.

Section 2: Alcohol & Drug policy

Impairment due to alcohol and drug use can adversely affect health, safety, performance and conduct of employees on the job, and impose hardships on other employees, colleagues or Town patrons. The Town's policy statement on alcohol & drugs is intended to:

- a. foster a safe and healthy workplace, free from the negative effects of substance use.
- b. protect employees and others from unnecessary risks of harm;
- c. ensure employees have access to appropriate treatments when warranted.

Impairment in the workplace is unacceptable. Employees are expected to report to work 'Fit for Duty'.

The use, distribution, storage, sale and/or possession of illicit drugs and/or alcohol by an employee on Town property, is strictly prohibited. The use of prescribed or over the counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner and does not endanger other individuals in the workplace.

An employee who reports for work and is found to be under the influence of drugs or alcohol will be directed by the Clerk-Administrator (Clerk/CAO) or designate, to leave the premises and transportation will be provided.

An employee who fails to adhere to this policy may be subject to discipline up to and including termination (as per the Town of Kearney's HR Policy). The Town of Kearney encourages early detection of abuse problems and provides employees support to obtain help; however, employees voluntarily seeking or receiving treatment for substance abuse problems are not exempt from this policy. The Town may provide suitable short-term work accommodations for employees to participate in treatment and rehabilitation programs.

The Town will support eligible employees requiring help with substance misuse/abuse problems by facilitating access to appropriate information, education, treatment and follow up care. The provisions of the master contract of the Town of Kearney's insurance carrier will govern payment for any recommended treatment benefit.

Any employee having a drug or alcohol dependency problem, and/or having been determined to have violated this policy will participate in any remedial action and/or treatment necessary to prevent continuation, recurrence or relapse.

Any employee who has a reasonable belief of substance abuse by another employee or of impairment by another employee, is required to report such employee to their direct supervisor and/or the Clerk – Administrator (Clerk/CAO) immediately.

Section 3: Smoking at the workplace

Employees shall not smoke, vape or carry lighted tobacco or other plant products including automatic electronic cigarettes within 20 metres of Town property or as otherwise determined by Law.

Section 4: Gifts and Benefits

Employees must not place themselves in a position where they are under obligation to favour an individual, group, company, organization, firm or any organized entity. Employees must generally refrain from accepting gifts and benefits from firms or individuals, taking into consideration there is a role for moderate hospitality.

Section 5: Cell phone and handheld devices

All Town employees are expected to ensure the safe and appropriate use of cell phones and other hand-held wireless communication devices. Cell phones can be a distraction in the workplace.

Employees are expected to exercise discretion in using personal cell phones. Therefore:

- a. making and receiving personal calls and/or texting during work time is to be kept to a minimum and completed during breaks and lunch periods;
- b. personal cell phones should be on quiet, silent or vibrate mode during working hours;
- c. for privacy reasons, employees are prohibited from taking photographs within the Town on their cell phone without first obtaining permission from other employees, the Clerk-Administrator (Clerk/CAO) or Town patrons.
- d. Staff are not to use the personal cell phone for municipal purposes unless approved by their immediate supervisor.
- e. Employees will not record by any means audio or video recordings while at work or on working hours without the written consent of the Town.

Section 6: Conflict of Interest

1. As a public sector employer, the Town must ensure that its activities are consistent with public interest. Conflict of interest is a matter of personal responsibility and integrity and should be guided by the principles of service to the public and common sense.
2. Conflict of interest is defined as a conflict between an employee's personal interest and his or her role with the Town as a publicly funded employee. It can be noted that:
 - a. Conflict generally arises when an employee could possibly influence decisions in ways that might lead to personal benefit or advantage.
 - b. Conflict of interest may exist when a monetary gain has been, or may be, conferred on an employee and includes both actual and perceived conflicts. Direct monetary interest is one in which an employee or his or her family could benefit financially from a decision while a larger group of people could not.
 - c. Conflict includes any social, professional, personal or organizational affiliation that is so substantial as to interfere or appear to interfere with an employee's responsibility to the Town.
3. As soon as it arises, an employee is required to disclose to their direct supervisor as to the circumstances that may represent an actual, perceived or potential conflict of interest, including

disclosure of financial interests in any entity known to have business, directly or indirectly, with the Town.

4. Having identified an apparent conflict of interest at the Town, the Clerk – Administrator (Clerk/CAO) shall consult with the employee involved to resolve the apparent conflict in a manner consistent with the best interests of the Town and the rights of the employee, while maintaining the highest ethical standards.

Section 7: Dress

The Town strives to present an approachable and professional image to residents and visitors. Office employees are requested to wear business or business casual attire which is clean and in good condition. More casual clothing may be worn on Fridays in the office. Clothing worn at school or at home (e.g. ripped jeans, short shorts, short dresses/skirts, sweatpants, flip-flops), is not suitable for a work environment, unless required for a specific program. Outdoor workers are required to wear appropriate work clothing to protect themselves from the risks within their daily tasks and weather they may be working in. All clothing worn to work must be clean and in good condition for all members of Staff. The appearance of Town personnel should help those who deal with the Town feel that they are receiving knowledgeable, courteous, and professional service, thereby helping to foster an atmosphere of mutual cooperation and respect.

The CORPORATION OF THE TOWN OF KEARNEY
CODE OF CONDUCT FOR CHIEF BUILDING OFFICIAL (CBO) AND INSPECTORS

The Code of Conduct applies to the Chief Building Official and Building Inspectors appointed under the *Building Code Act, 1992*, S.O. 1992, c. 23 ("*Building Code Act*") in the exercise or the performance of a duty under the *Building Code Act* or O. Reg. 332/12 (the "Building Code").

1. The purpose of this Code of Conduct is:
 - (a) to promote appropriate standards of behaviour and enforcement actions by the Chief Building Official and Building Inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the Building Code;
 - (b) to prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the Chief Building Official and Building Inspectors in the exercise of power or the performance of duty under the *Building Code Act* or the Building Code; and
 - (c) to promote appropriate standards of honesty and integrity in the exercise of power or the performance of duty under the *Building Code Act* or the Ontario Building Code by the Chief Building Official and Building Inspectors.
2. To ensure appropriate standards of behavior, the Chief Building Official and Building Inspectors **shall**:
 - (a) strive to behave in a professional, courteous and objective manner when dealing with any person;
 - (b) treat all persons with respect, integrity and honesty.
 - (c) (c) treat all persons in a fair manner regardless of past interactions, personal feelings or opinions;
 - (d) always first attempt to resolve any violation of the *Building Code Act* or the Building Code in a co-operative manner; and
 - (e) process complete permit applications in the order they were received, whenever possible.
3. To ensure appropriate standards of enforcement, the Chief Building Official and Building Inspectors **shall**:
 - (a) always act in the interest of the health and safety of the public;
 - (b) be committed to continuous learning including keeping up to date with any changes to the *Building Code Act* and Building Code, and completing any training required by the Ministry of Municipal Affairs and Housing;
 - (c) only conduct reviews/inspections for fields in which they are qualified to do so;
 - (d) hold all builders to the same set of standards as outlined in the *Building Code Act* or Building Code;
 - (e) not ignore a violation of the *Building Code Act* or Building Code and shall act to enforce compliance; and
 - (f) consult with the Chief Building Official before issuing any orders against any projects.
4. To prevent unethical/illegal practices the Chief Building Official and Building Inspectors shall **not**:

accept any gifts, favours, hospitality or entertainment from any person and avoid all circumstances that could compromise professional integrity;

 - (a) not seek or accept full time, part time, contract or any other form of employment from any builder, contractor or developer; and
 - (b) perform any service for a local builder, local contractor or local developer which may be construed as creating a conflict of interest. If there is any doubt as to whether a conflict of interest exists, approval from the Chief Building Official (in the case of Building Inspectors) and Chief Administrative Officer (in the case of the Chief Building Official) must be granted before the performance of service.
5. In the event of a complaint under the Code of Conduct:
 - (a) if the complaint is against:

- (i) a Building Inspector, the Chief Building Official shall review the complaint, or;
 - (ii) the Chief Building Official, the Clerk- Administrator (Clerk/CAO) shall review the complaint.
 - (b) all complaints shall be reviewed thoroughly and investigated, if warranted;
 - (c) any investigation may be conducted internally or externally at the discretion of the Clerk-Administrator.
 - (d) nothing herein shall obligate the investigator to conduct an investigation if he or she determines that there are no reasonable or probable grounds to substantiate a finding of a contravention, breach or violation of the Code of Conduct.
6. If an investigation regarding a complaint under the Code of Conduct is conducted:
- (a) the person making the complaint shall provide a complete written account of the alleged contravention, breach or violation, including all relevant particulars, matters, witnesses and documents that may be pertinent to a proper assessment of complaint;
 - (b) the Chief Building Official or Building Inspector shall be provided with a copy of the complaint and all records related thereto submitted by the person making the complaint and be allowed to provide a written response within fourteen (14) days if they wish;
 - (c) the person making the complaint shall be provided with a copy of the Chief Building Official or Building Inspector's response and all records related thereto provided under Section 6(b) and be allowed to provide a written reply within ten (10) days if they wish;
 - (d) the investigator may, but is under no obligation, to seek any additional information as he or she considers relevant from any persons; and
 - (e) the investigating official may take into account the employment record of the Chief Building Official or Building Inspector.
7. Breach of the Code of Conduct:
- (a) If, after conducting an investigation, the investigator determines a complaint is substantiated, in whole or in part, the Chief Building Official in the case of a complaint against a Building Inspector, or the Clerk- Administrator (Clerk/CAO) in the case of a complaint against the Chief Building Official, will determine the corrective action and/or disciplinary action arising from the violation(s) of this Code of Conduct.
 - (b) Any action taken as a result of a breach of this Code of Conduct will be based on the severity and/or frequency of the contravention, breach or violation in accordance with relevant employment standards, and may include, but is not limited to the following corrective or disciplinary action:
 - (i) an apology;
 - (ii) a reprimand,
 - (iii) counseling;
 - (iv) education and training;
 - (v) warning;
 - (vi) suspension / leave without pay;
 - (vii) demotion;
 - (viii) transfer;
 - (ix) dismissal.
 - (c) There is no requirement that the findings of the investigator be made public.



Staff Report

Staff Report No. SR2025-13
Date: March 27, 2025
To: Mayor, Deputy Mayor, and Members of Council
From: Nicole Gourlay, Clerk – Administrator (C-A)
Subject: Alternate Voting Method for 2026 Election

Recommendation:

That Council receives this report from the C-A as information and further direct the Clerk to bring back an updated report with quotes for both vote-by mail & internet/telephone voting.

Background:

The 2026 Municipal Election Day is Monday, October 26, 2026. Pursuant to the *Municipal Elections Act* (“MEA”) the municipal Clerk is responsible for conducting the municipal election and establishing all procedures, forms and providing for any matters necessary for conducting the election. While the election is mainly within the Clerk’s domain, certain policies must be passed by Council prior to the election period. Specifically, Section 42(1) of the MEA requires that: The Council of a local municipality may pass by-laws: (a) authorizing the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scanning vote tabulators; and (b) authorizing electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend a voting place in order to vote. Furthermore, the MEA requires the municipal Council to pass said by-law for use of voting and vote-counting equipment, authorizing electors to use an alternative voting method and circumstances in which the municipal Clerk shall hold a recount on or before May 1st in the year of the election.

When looking at various methods that can be utilized, three primary considerations warrant careful consideration:

1. **Secrecy and Confidentiality:** Ensuring the secrecy and confidentiality of the vote is paramount for maintaining the security of the electoral process.
2. **Integrity and Verifiability:** It is essential that the integrity of the voting process is upheld, and that the final results accurately reflect the votes cast by the electorate.
3. **Accessibility:** The voting process should be accessible to all eligible candidates and voters, ensuring that barriers to participation are minimized. Most recently, the Town of Kearney has utilized Vote by Mail as it’s form of alternate voting method. This method has been what many rural areas of Ontario have used to increase accessibility to its electors as many electors may not be in the general area to vote even with advanced polls.

This report outlines the various voting methods available for municipal elections in Ontario, including vote by mail, telephone voting, and internet voting. Each method is evaluated based on accessibility, convenience, security, overall effectiveness, and associated costs. Understanding these methods is important for promoting transparency, optimizing efficiency, and ensuring informed decision-making in the electoral process. We will explore commonly used voting methods in Ontario, detailing their processes, advantages, and potential challenges.

Voting Methods

1. **Vote by Mail:**

This method offers high accessibility, enabling voters to participate from any location with postal service availability. In this method, paper ballots are mailed to voters who then complete and return them to the municipality. Returns can be made either via postal service or by depositing them in secure dropbox locations designated by the municipality, anytime before election day. A municipal election can adopt an all-posting voting approach, eliminating in-person voting opportunities. Alternatively, postal voting can be provided as an option alongside other voting methods, offering voters multiple ways to cast their ballots.

- **Process:** All eligible electors are sent a vote by mail kit. If they do not receive one in the mail, eligible voters can apply to vote by mail by submitting an application along with proof of identity. Once approved, voters receive a voting kit with a ballot and prepaid return envelope along with a declaration card that they can mail back to the Town Office or drop-off at the Town Office if they are concerned about it getting lost in the mail.
- **Advantages:**
 - Accessibility: Ideal for voters with mobility issues or those living in remote areas. Postal voting enhances secrecy and autonomy for electors with disabilities, allowing them to vote unassisted and anonymously
 - Convenience: Allows voters to complete their ballots at their own pace and from their own homes.
 - Increased Voting Opportunities: Individuals with illnesses or those traveling abroad can participate in elections without the need to be physically present at a polling station. This expands voting opportunities for those who might otherwise be unable to vote.
 - Enhanced Voter Experience: Eliminating the need for travel and wait times improves the overall voting experience for electors.
 - Attraction of Voters: The convenience of postal voting can attract more voters, potentially increasing overall voter turnout by making it easier for people to participate in the electoral process.
 - Cost Savings: Significant reductions in supply and labor costs can be achieved by eliminating the need for numerous staffed polling stations.
- **Challenges:**

- Fraud or Coercion: Voting in an uncontrolled environment can lead to coercion or ballot interception. While voters are required to take an oath by filling out their declaration verifying their identity, completely ensuring the voter's identity remotely is challenging.
 - Dependence on Postal Service: The effectiveness of postal voting is reliant on the postal service, which may face disruptions or inefficiencies. Delays in voters receiving their ballots or municipalities receiving completed ballots can occur. For example, in 2018 & 2022, the possibility of a Canada Post strike around election day caused significant concern for municipalities using postal voting. The Town has also as recently as a few months ago received a 2022 ballot back in the mail.
 - Reliability and Security: There is a risk of ballots being damaged or lost in transit. Additionally, voters may not fully understand the instructions, leading to incorrectly submitted ballots without the required signed paperwork. Although mitigation efforts are in place, these issues cannot be completely guaranteed. Voters must ensure their ballots are mailed back in time to be counted
 - Social Networking: Voting traditionally serves as a social activity. Postal voting might diminish this, as it encourages individuals to vote independently rather than as part of a communal event. This could lead to a less engaged
- **Cost:** Approximately \$5.05 per voter (best available information at the time of the report being written – a formal quotation will be obtained for Council providing Council gives that direction to Staff)

2. Telephone/Internet Voting

Online voting has emerged as a preferred voting option among Canadians. While its impact on voter turnout has not yet been proven substantial, it holds the potential to engage the younger generations.

- **Process:** Telephone/Internet Voting enables electors to cast their ballots from their homes, cottage, vacation house or anywhere in the world during the designated voting period. This digital shift eliminates manual paper ballots, leading to expedited tabulation of results. Voters can cast their ballots using a secure telephone system or a secure online voting platform. They receive very detailed instructions and a unique PIN to authenticate their identity. Telephone/Internet voting presents a modern, efficient, and accessible way for electors to participate in the democratic process.
- **Advantages:**
 - Accessibility: Beneficial for voters who are visually impaired or have difficulty using computers. Convenient for voters with disabilities and those who prefer digital methods. The convenience of online voting is likely to appeal to younger generations. Telephone/Internet voting enhances secrecy and autonomy for electors with disabilities, allowing them to vote unassisted and anonymously. Individuals with illnesses or those traveling abroad can participate in elections without the need to be physically present at a polling station or within a certain area to ensure the ballot makes it back in time through

standard post. This expands voting opportunities for those who might otherwise be unable to vote.

- Convenience: Voters can cast their ballots from any location with telephone or internet access often with extended voting windows.
- Efficiency: Reduces the need for physical polling stations and election workers. As well as provides for immediate vote tabulation, meaning faster results and therefore, less time on election night to “process” ballots. The reduction in error at late night counting should also be considered.
- Enhanced Voter Experience: By eliminating the need for travel and potential wait time, voters are more likely to vote on their own time.
- Environmental Benefits: The reduction in paper usage makes online voting an environmentally desirable option as well.

○ **Challenges:**

- Security: Risks include potential fraud or hacking. Concerns about cybersecurity, voter privacy, and the integrity of the election results.
- Technical Issues: Voters may face difficulties with the telephone system or PIN authentication.
- Digital Literacy: Requires voters to have a certain level of comfort and proficiency with technology (with Internet option).
- Access: While Internet/Online voting can increase accessibility for many, it can also create disparities. Not all voters have access to high-speed internet, particularly those in rural areas where connectivity is limited. *this is one reason to have both telephone and internet as options, but still may cause issues with few residences maintaining a landline phone.
- Education: Introducing any new voting method requires substantial education and communication efforts. Educating voters and election officials about the new system can incur costs that may be difficult to quantify.
- Cost: While online voting can be more cost-effective than manual voting methods, the initial implementation can be expensive. Municipalities may need to invest in kiosks or devices like tablets to facilitate internet voting at designated stations for those without access to the necessary technology. As a Town we do have “spare” tablets or computers as well as the Library beside the office that could assist with facilitating this.
- Social Networking: Voting traditionally serves as a social activity. Online voting might diminish this, as it encourages individuals to vote independently rather than as part of a communal event. This could lead to a less engaged electorate.
- Fraud or Coercion: Voter notification cards, which contain unique passwords necessary for casting a vote, can be intercepted. Unlike in-person voting, verifying the voter's identity remotely is challenging. Although multi-factor authentication can be used to mitigate risks, it cannot fully eliminate the possibility of fraudulent activities.

○ **Cost**: Approximately \$2.50 per voter.

Voter Turnout Statistics

Voter turnout in Ontario's municipal elections has varied over the years. Here are some key statistics:

- **2018 Municipal Elections:** The average voter turnout was approximately 38.3%
- **2022 Municipal Elections:** The average voter turnout was around 36.3%
- Historically, voter turnout has ranged between 40% and 45% in the highest years (1988 and 1994) and around 40% in the lowest years (1997 and 2003)

Conclusion:

Each voting method offers unique advantages and challenges. Municipalities must carefully consider these factors to ensure a fair, accessible, and secure election process. By providing multiple voting options, municipalities can better support their electors in participating in the election of their local government. Staff would like Council to consider moving to Telephone/Internet voting as an alternate voting method for the 2026 Municipal Election, even if in conjunction with Vote by Mail to provide a level of comfortability to our residents.

Prepared by:

Nicole Gourlay, Clerk – Administrator
Returning Officer for the Town of Kearney 2026 Municipal Election

References regarding Statistics and Costs:

- [1] [Vote by mail stats - elections.on.ca](https://elections.on.ca/vote-by-mail-stats)
- [2] [‘Vote anywhere, at any time’: What happens when elections move online](#)
- [3] [Special Ballot Application](#)
- [4] [Municipal Elections - AMO](#)
- [5] [How e-voting is taking over Ontario municipal elections](#)
- [6] [Internet Voting: The Canadian Municipal Experience - Nicole J Goodman](#)
- [7] [Reducing the Cost of Voting: An Evaluation of Internet Voting’s Effect ...](#)

Katawazy, A. (2023). Identifying Challenges and Advantages of Internet Voting and Assessing the Impact on Voters Turnout in Municipal Elections. MPA Major Research Papers. 236



Staff Report

Staff Report No. SR2025-14
Date: March 27, 2025
To: Mayor, Deputy Mayor, and Members of Council
From: Jenny Leblond, Treasurer
Subject: Process of Selling Surplus Town Property

Recommendation:

That Council receive SR2025-14 being the process of selling surplus Town property and further chose option 2 being an invitation for tender or proposal call, with a reserved bid, to sell surplus Town land.

Background:

As per resolution 2025-51, Council directed Staff to bring options for the process of disposing some Town owned land.

On May 9th, 2024, Council passed By-law 2024-20 being a by-law relating to the Sale of Land. Section 6 of the By-law outlines there are five methods (options) of sale that Council can chose from, including:

1. Direct sale/negotiation with an interested party;
2. Invitations for tender or proposal call;
3. Listing the land for sale with a licensed real estate broker;
4. Advertising on municipal website;
5. Such other manner as Council deems appropriate.

Analysis:

The following should be noted about each of the above options:

Option 1 – N/A at this time as this is a Council directed disposal

Option 2 – tends to keep to local buyers but not always. Staff would recommend a reserved bid (minimum bid) if this option is chosen. This option is a very open and transparent process, costs are low because Staff would take care of process until the lawyers are involved for transfer.

Option 3 – would have a larger geographical reach for potential buyers. There would be an additional cost for real estate fees associated with going through an agent. Council would have the option to accept or decline offers that are received. This option has the ability to be perceived as not being open and transparent if highest offer is not chosen as there maybe conditions in other offers that make it more appealing to Council. Council would also need to create a process for choosing a real estate agent for the job, which may require its own call for proposals to ensure that the Town is following their procurement policy with regard to services rendered.

Option 4 – may not have a large enough reach but this option can be used in conjunction with all other options

Option 5 – not aware of other options that Council would deem appropriate

It should be noted that before any Town owned land can be sold, Council must declare the individual land parcels as surplus.

Conclusion:

It is Staff recommendation that Council chose Option 2 with a reserved bid as it is the most cost effective, open and transparent option.

Prepared by:

Jenny Leblond, Treasurer

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW 2025-XX

Being a by-law to authorize an agreement between The Town of Kearney, The Municipal Corporation of the Township of Armour, The Township of Machar, The Village of Sundridge, The Municipality of Magnetawan and The Municipality McMurrich Monteith and the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society)

WHEREAS Section 5(3) of the Municipal Act, S.O. 2001, c.25, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 by by-law unless the municipality is specifically authorized to do otherwise;

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

AND WHEREAS the Council of the above-mentioned municipalities deems it expedient to enter into an agreement for the provision of an animal shelter and a pound keeper;

NOW THEREFORE the Council of the Corporation of the Town of Kearney, The Township of Armour, Township of Machar, The Village of Sundridge, The, The Municipality of Magnetawan, and The Municipality of McMurrich Monteith enacts as follows:

1. That the agreement attached hereto and forming part of this by-law between The Corporation of the Town of Kearney, The Municipal Corporation of The Township of Armour, Township of Machar, The Village of Sundridge, The Municipality of Magnetawan, and The Municipality of McMurrich Monteith and the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society) be entered into by the municipalities.
2. That the Mayor(s) and Clerk(s) or designates are hereby authorized to sign the agreement, and to execute all other documents necessary to carry out the municipality's obligations thereunder.
3. That the Clerk Administrator for the Corporation of the Town of Kearney is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
4. That this by-law shall come into force and effect on the date of passing.

Read in its entirety, approved, signed
and the seal of the Corporation
affixed thereto and finally passed in
open Council this ____ day of
_____, 2025.

Mayor

Clerk

THIS AGREEMENT made in duplicate this ____ day of _____, 2025.

B E T W E E N:

**THE CORPORATION OF THE TOWN OF KEARNEY, THE
MUNICIPAL CORPORATION OF THE TOWNSHIP OF
ARMOUR, THE TOWNSHIP OF MACHAR, THE VILLAGE OF
SUNDRIDGE, , THE MUNICIPALITY OF MAGNETAWAN, AND
THE MUNICIPALITY OF MCMURRICH MONTEITH**

Hereinafter called the “Municipalities” of the FIRST PART

- and –

**ONTARIO SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS** (Ontario Humane Society) a
Society incorporated under *The Ontario S.P.C.A. Act*.

Hereinafter called the “Society” of the SECOND PART

WHEREAS the Society has the facilities and is prepared to act as Pound keeper for the Municipalities;

NOW THEREFORE this Agreement witnesseth for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. The Municipalities agree:

- 1.1 To appoint and it does hereby appoint the Society as Pound keeper for the Municipalities with the duties of such Pound keeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Municipalities independent by-laws;
- 1.2 The Township of Armour will pay to the Society as remuneration for its services as such Pound keeper effective the 1st day of April 2028, an annual sum of \$21000.00, to be billed **annually**. The annual fee will continue at \$21,000.00, plus the Consumer Price Index for the preceding 12 months as per the Stats Canada Website;
- 1.3 These fees will then be collected by the Township of Armour from the individually identified municipalities. An annual amount of \$3,500 to be billed on or to the nearest business date of the anniversary of the agreement (April 1st) and those fees shall be increased by the Consumer Price Index for the preceding 12-month period as per the Stats Canada website;
- 1.4 If this Agreement continues after March 31, 2028, payments shall be on the foregoing basis of the 2025 term plus the annual CPI increase, unless otherwise agreed to in writing by the parties;

- 1.5 To grant to the Society and the Municipalities do hereby give the right to dispose of all dogs impounded which become the property of the Municipality after the 72-hour hold period;
- 1.6 To grant to the Society and the Municipalities do hereby give the Society, the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed;
- 1.7 To grant to the Society and the Municipalities do hereby give the right to collect all daily pound fees and impound charges from time to time and the Society will keep all daily pound fees collected and remit or credit the Municipalities for 50% all impound charges collected;
- 1.8 To grant to the Society and the Municipalities does hereby give permission to sell dog licences in accordance with fees established by the Municipality from time to time and the Municipalities do hereby agree to permit the Society to retain the license revenue;
- 1.9 To reimburse the Society for all veterinarian care costs incurred by the Society and not reimbursed by the Owner, for those dogs that have been brought to the Pound requiring veterinary care. The Society will attempt to collect said costs prior to releasing the animal to the Owner.
- 1.10 To promptly transport sick or injured dogs to a veterinarian, prior to delivering to the shelter. The Municipalities will be responsible for the payment of all veterinary fees. Once the animal has been deemed medically stable and released from the veterinary clinic, the Municipalities By-law Enforcement Officer or designate may transport the dog to the Society;
- 1.11 The contract is for dogs only and does not cover cats, stray cats, wildlife, exotics, livestock, roadkill/deadstock or deceased dogs;
- 1.12 To reimburse the Society the cost of any rabies or other vaccinations mandated by Public Health Ontario under the *Health Protection and Promotion Act of Ontario* and Regulation 567;
- 1.13 The pound keeping services, as outlined in Section 1.1, only covers animals impounded under the authority of the individual Municipalities By-laws and does not include or permit the use of the Pound for detention, boarding or holding animals that are part of a police investigation, or removed by other enforcement agencies under any authority or legislation, including the *Dog Owners' Liability Act*;

2. The Society agrees:

- 2.1 To provide an animal shelter capable of providing adequate accommodation for all dogs impounded in the Municipalities and designed to meet the standards of this type of building as set by the Society and the *Animals for Research Act* as it relates to Pounds. The Society further agrees that it will not sell or provide any animals for Research for any reason including those specific in the *Animals for Research Act*;

- 2.2 To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter and in particular, to supply the equipment necessary to humanely destroy unwanted and unclaimed dogs and such equipment must meet the standards set by the Society;
- 2.4 To receive, impound and hold for quarantine any stray dog delivered to the Society's animal shelter by animal control officers or other duly authorized persons for bite quarantine under the authority of the *Health Protection and Promotion Act*, Reg. 557, **that do not have a known owner** and shall attract additional fees above the set annual contract amount at a rate of **\$100/day** plus any necessary veterinarian expenses incurred by the Society;
- 2.5 If an owner has been identified or voluntarily brings in a dangerous dog following a bite incident requiring quarantine for Public Health reasons, the Society reserves the right to decline the request. It is the owners' responsibility to arrange appropriate housing for the animal in accordance with the directive of the local Public Health Department;
- 2.6 To permit the Municipalities By-law Enforcement Officer or designate after-hours access to the shelter premises for the purpose of impounding stray dogs;
- 2.7 To charge and collect such pound, impound and other fees as may be approved from time to time by the Municipalities, and remit or credit the Municipality 50% of any impound fees collected;
- 2.8 To keep the shelter open and in operation for 40 hours per week to ensure that the owners of impounded dogs have a reasonable opportunity to reclaim such animals, and to advise the Municipalities of any change of hours of operation;
- 2.9 To deliver to the Municipalities on an annual basis, by the 15th of the month after the year end, a written statement of the operations of the shelter up to the last day of the preceding month, showing the number of impounded dogs received at the shelter, the length of time detained in the shelter and the disposal of the animals. Each municipality will be provided independent records for appropriate reporting;
- 2.10 To indemnify and save harmless the Municipalities in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;
- 2.11 To keep the Society and the Municipalities properly insured in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any animal in the following amounts:

Public Liability	\$ 2,000,000.00
Property Damage	\$ 25,000.00

3. Both parties agree:

- 3.1 This Agreement shall commence on the 1st day of **April 2025** and shall continue in full force and effect until the 31st day of **March 2028**. However, it is further

agreed that this Agreement may be terminated by any party(s) upon 60 (sixty) days written notice.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

**THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF ARMOUR**

Rod Ward, Mayor

Charlene Watt, Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF MACHAR**

Linda Carleton, Mayor

Angela Loney, Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE VILLAGE OF SUNDRIDGE**

Justine Leveque, Mayor

Nancy Millar, Clerk CAO

Date

**THE MUNICIPAL CORPORATION OF THE
TOWN OF KEARNEY**

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

Date

**THE MUNICIPAL CORPORATION
OF THE MUNICIPALITY OF
MAGNETAWAN**

Sam Dunnett, Mayor

Kerstin Vroom, CAO / Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE MUNICIPALITY OF MCMURRICH
MONTEITH**

Glynn Robinson, Mayor

Cheryl Marshall, Clerk

Date

**THE ONTARIO SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS
(Ontario Humane Society)
A Society incorporated under the
*Ontario S.P.C.A. Act***

Chief Financial Officer

Date

Staff Report

Staff Report No. SR2025-15
Date: March 27, 2025
To: Mayor, Deputy Mayor, and Members of Council
From: Cindy Filmore, Deputy Clerk (DC)
Subject: Deeming Bylaw – 392 North Shore Road

Recommendation:

That Council receives SR2025-15 and accepts the DRAFT bylaw for passing later in this meeting.

Background:

The owner at 392 North Shore Rd applied for a Building Permit for a 9x10 addition to the bunkie on her property in the fall of 2024. At this time, it was identified that a number of bunkies were built on the property, meaning the lot existed but did not conform to the Zoning Bylaw. In order to proceed with the build, a Zoning Bylaw Amendment was determined to be required.

In completing the necessary steps for a Zoning Bylaw Amendment, a survey identified that the property owner holds title to 2 adjoining lots with buildings on both lots and one building “overlapping” the property line. In order to correct this situation, and in accordance with our Planning Consultants recommendation, it has been determined that the 2 adjoining lots need to be consolidated into one lot as a step. This would avoid the need for a boundary line adjustment and following the consent (Planning Act) process.

Considerations:

A Deeming Bylaw effectively creates one lot out of 2 adjoining lots, despite the fact that the lots were 2 separate and complete lots within a subdivision or severance, by using Council’s powers to “deem” them as one.

Analysis:

The attached DRAFT Bylaw provides the correct wording to allow Council to make to 2 lots as one, providing the property owner with the necessary ability to move forward to the next portion of work necessary to complete the Zoning Bylaw.

Respectfully submitted by: *Cindy Filmore*

**Product Care Association of Canada - Municipality Hazardous and Special Products Materials
Services Agreement**

THIS AGREEMENT is made as of the 18th day of March, 2025.

BETWEEN:

**PRODUCT CARE ASSOCIATION OF CANADA
("Product Care")**

- and -

**CORPORATION OF THE TOWN OF KEARNEY
("Municipality")**

collectively, the "Parties"

WHEREAS:

- A.** Product Care operates extended producer responsibility programs in Canada on behalf of its industry members, pursuant to applicable regulations.
- B.** Product Care operates Ontario program(s) pursuant to the Hazardous and Special Products ("HSP") Regulation, O. Reg. 449/21 issued under the Ontario Resource Recovery and Circular Economy Act (RRCEA) for which Product Care is registered as a Producer Responsibility Organization (PRO) with Resource Productivity and Recovery Authority (RPPRA).
- C.** This agreement succeeds and replaces the current Product Care – Municipal Industry Stewardship Plan (ISP) Materials Services Agreement between the Parties, dated October 1, 2021 (the "ISP Agreement") as of the Effective Date.
- D.** The Parties wish to enter into this Agreement, which describes the terms and conditions under which the Municipality will provide or arrange for certain collection and post-collection services to Product Care for the HSP material categories specified herein.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Resource Recovery and Circular Economy Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all appendices, schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier, single-tier municipality or territorial district, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Collection Services;
- (c) **“Claims Submission(s)”** means submission to Product Care of data required to validate a claim for payment;
- (d) **“Collection Activities”** means all the activities agreed upon under this Agreement, including those conducted at Collection Events, Collection Sites, Toxic Taxi and PaintShare operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of HSP Materials, as applicable, prior to transportation away from the Collection Event or Collection Site;
- (e) **“Collection Event(s)”** means a service operated by or on behalf of the Municipality for the collection of HSP Materials in accordance with the requirements for collection events under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (f) **“Collection Services”** means the service types set out in section 2.2 and detailed in Appendix A;
- (g) **“Collection Services Guidelines and Standards”** means the compendium of information provided in Schedule “B” which describes minimum procedures for the safe handling of HSP Materials, including collection site requirements and procedures developed to assist the Municipality in managing the collection, storage and packaging of HSP Materials in a way that will minimize of the risk of personal injury and harm to the environment and which may be updated by Product Care from time to time pursuant to section 8.4 of this Agreement. A copy of the Collection Service Guidelines and Standards are also available on Product Care’s website at [Product Care Ontario Program Operational Standards - Product Care Recycling](#);
- (h) **“Collection Site(s)”** means the Municipality’s locations and facilities participating under this Agreement in the collection of HSP Materials, in accordance with the requirements for collection sites under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (i) **“Commingled Materials”** the HSP Materials and Non-Program Materials of similar characteristics and/or chemistries, as referenced in Schedule “B”, that can be safely packed together in the same collection container for transportation in accordance with the

Transportation of Dangerous Goods Regulation and any other applicable Legal Requirements;

- (j) **“CPI”** means the Consumer Price Index, as specified in Schedule “A”;
- (k) **“Effective Date”** means January 1, 2025 for the HSP Program;
- (l) **“Generator”** means the final user who generates the HSP Material waste;
- (m) **“Hauler”** means a Service Provider registered with RPRA and approved by Product Care for the transportation of HSP Materials in accordance with the requirements of the HSP Regulation;
- (n) **“Hazardous and Special Products” or “HSP”** has the meaning as set out in the HSP Regulation;
- (o) **“HSP Material(s)”** means end-of-life HSP designated by the Parties, as set out in section 2.1, for the purposes of this Agreement;
- (p) **“HSP Program”** means all activities that Product Care conducts as a PRO under the HSP Regulation including the collection and management system for HSP Materials;
- (q) **“HSP Regulation”** means the Ontario Hazardous and Special Products Regulation O. Reg. 449/21 made under the Resource Recovery and Circular Economy Act, 2016 as amended;
- (r) **“Lab Pack Factors”** means the proportion of HSP Materials for each category of Commingled Materials, as determined by the Lab Pack Audit pursuant to section 6;
- (s) **“Member Associations”** means the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association;
- (t) **“Non-Commingled Materials”** means the HSP Materials listed in Schedule “B” that must be and are packed separately for transportation as per the Packing Standards;
- (u) **“Non-Program Materials”** means any material other than HSP Materials;
- (v) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “B”;
- (w) **“Paints and Coatings”** has the meaning as set out in the HSP Regulation;
- (x) **“PaintShare”** means the service of making available and giving away free leftover Paints and Coatings in accordance with Product Care Collection Services Guidelines and Standards;
- (y) **“Pesticides”** has the meaning as set out in the HSP Regulation;
- (z) **“Post-Collection Services”** means the transportation of HSP Materials from Collection Events and Collection Sites, and the consolidation, sorting, weighing, processing, recycling, and safe disposal of waste and other post-collection waste management activities;
- (aa) **“Processor”** means a Service Provider registered with RPRA and approved by Product Care for the processing of HSP Materials in accordance with the requirements of the HSP Regulation;
- (bb) **“Product Care Portal”** means Product Care’s online system for uploading Claims Submissions;
- (cc) **“Producer Responsibility Organization” or “PRO”** has the meaning as set out in the HSP Regulation;

- (dd) **“Program Services”** means Collection Services and/or Post-Collection Services for HSP Materials;
- (ee) **“Service Provider”** means the Municipality, and/or a commercial party including Haulers and/or Processors that provide Program Services to Product Care or the Municipality as the case may be;
- (ff) **“Solvents”** has the meaning set out in the HSP Regulation;
- (gg) **“Supporting Documentation”** means invoices, bills of lading, manifests, or other such documents as may reasonably be required by Product Care for the validation of Claims Submissions; and
- (hh) **“Toxic Taxi”** means a direct pickup collection service for HSP Materials provided by the Municipality to households or businesses which is returned by the Municipality to a Collection Site.

2.0 HSP Materials and Collection Services

- 2.1. The Municipality will provide Collection Services to Product Care for the HSP Materials marked with an “X” below:

HSP Materials included in this Agreement are marked with an “X”	HSP Materials*	HSP Regulation Category
X	Paints and Coatings	B
X	Pesticides	B
X	Solvents	B

*includes aerosols of each of the HSP Materials subject to any container capacity limitations set out in the Regulation

- 2.2. The Municipality will provide the Collection Service types marked with an “X” below pursuant to this Agreement, for the HSP Materials, as further detailed in Appendix A:
- ☐ Collection Site
 - ☒ Collection Event
 - ☐ Toxic Taxi
 - ☐ PaintShare
- 2.3. Product Care appoints each of the Collection Services listed in Appendix A as an authorized service for of HSP Materials as set out in Appendix A.
- 2.4. In recognition of the consideration provided hereunder by Product Care to the Municipality, the Municipality hereby agrees to contract exclusively with Product Care (and not any other party) for the collection of HSP Materials during the Term of this Agreement at the Collection Services listed in Appendix A.
- 2.5. Either Party must give at least 90 days’ notice to remove a HSP Material collected at a Collection Service or to remove a Collection Service from Appendix A. The addition of a HSP Material to be collected at any Collection Service or the addition of any Collection Service to Appendix A requires mutual written approval.

- 2.6. Municipality will give written notice, via email, to Product Care at least two (2) business days prior to amending the Collection Services information relating to site names, operating hours, addresses and contact information outlined in Appendix A or information provided to Product Care pursuant to section 2.7 of this Agreement. Such amendments will be incorporated into this Agreement as an amendment.
- 2.7. Municipality will submit Collection Event details (e.g. specific location, date, time etc.) to Product Care for approval by April 30 of the calendar year in which the Collection Events will be held, utilizing the form provided by Product Care. Once approved by Product Care, which approval shall not be unreasonably withheld, the updated Collection Events information will be deemed to be incorporated into this Agreement as an amendment.
- 2.8. Product Care will provide to RPRA, in accordance with obligations under RRCEA Regulations, the information contained in Appendix A or any additional information required by RPRA for the purposes of compliance with regulatory requirements.
- 2.9. The Municipality is responsible for packing Commingled Materials and Non-Commingled Materials in accordance with Packing Standards set out in Schedule "B".
- 2.10. The Municipality will not charge Generators for HSP Materials received from them at Collection Services.

3.0 Post-Collection Services

- 3.1. Subject to subsection 3.3, the Municipality shall utilize Service Providers, authorized by Product Care, for Post-Collection Services of HSP Materials.
- 3.2. Subject to subsection 3.3, the Municipality shall ensure that any Service Provider providing Post-Collection Services is registered with RPRA for the HSP Materials.
- 3.3. Upon ninety (90) days written notice, Product Care can require that the Post-Collection Services for HSP Materials be performed by a Service Provider selected by, contracted with, and paid by Product Care.
- 3.4. The Municipality may accept Non-Program Materials at Collection Services; however, the Municipality acknowledges and agrees that Non-Program Materials collected or accepted by the Municipality are the sole and exclusive responsibility of the Municipality.

4.0 Price and Payment

- 4.1. The fees payable by Product Care to the Municipality as of the Effective Date pursuant to this Agreement are set forth in the Schedule A to this Agreement, subject to CPI adjustment, as set out in Schedule A.
- 4.2. Where the fees payable are based on weight, as set out in Schedule A, weights shall be based on the net scaled weights of the HSP Materials as determined by the Service Provider providing the Post-Collection Services. In the case of Commingled Materials, Lab Pack Factors will be applied to the net scaled weights to determine the weights of HSP Materials.
- 4.3. The Municipality agrees to accept payment by electronic funds transfer and will provide its bank account information to Product Care for this purpose. Payments shall be made in accordance with the terms set forth in the Schedule A.

- 4.4. The Municipality will provide any Supporting Documentation reasonably requested by Product Care to verify the accuracy of the Claims Submissions.
- 4.5. Post-Collection Services for Non-Commingled HSP Materials collected at Collection Sites will be paid directly to Service Providers by Product Care.
- 4.6. The Municipality shall provide thirty (30) days notice in writing to Product Care for a price change for Commingled Material Post-Collection Service for Collection Sites, providing evidence to Product Care of the price change, such as an invoice or schedule of contractual rates between the Municipality and the Service Provider. The Municipality shall follow its purchasing bylaw, if applicable, and conduct competitive bidding as appropriate and required.
- 4.7. Product Care has no obligation to pay and Municipality forfeits the right to payment for any Claim Submission for Program Services including associated Collection Services payments provided in a calendar year which is not received by Product Care within three (3) months of the end of that calendar year.

5.0 Term

- 5.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2026 (the “Initial Term”).
- 5.2. At the expiry of the Initial Term, this Agreement will automatically renew for successive renewal term (a “Renewal Term”) of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the “Term” of this Agreement.

6.0 Lab Pack Audit for Commingled Material

- 6.1. Product Care will arrange a lab pack study (the “Lab Pack Audit”) conducted annually by a qualified third party, with optional observation by representatives of the Member Associations at their discretion, that follows a methodology designed by Product Care with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the Lab Pack Factors of each Commingled Material to be paid by Product Care as set out in this Agreement;
- 6.2. Thirty (30) days prior to the end of the calendar year, Product Care will invite representatives from the Member Associations to a meeting hosted by Product Care with the purpose of sharing the Lab Pack Audit results and any changes to the resulting Lab Pack Factors to be applied in the following calendar year.

7.0 Title to HSP Materials

- 7.1. To the extent permitted by applicable laws, the Party with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider. Any contract the Party may enter into with a Service Provider who is not party to this Agreement shall include a requirement with respect to

the acknowledgement by the Service Provider that the Service Provider shall have title to any HSP Materials while in the physical possession of that Service Provider. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to Product Care to claim the Collection Services and/or the weight of recovered resources of the HSP Materials collected at Collection Services, insofar as the right to claim the Collection Services and/or the weight of recovered resources are required to fulfill Product Care's PRO responsibilities under the HSP Regulation for the HSP Materials.

8.0 Product Care Policies, Standards and Guidelines

- 8.1. The Collection Service Guidelines and Standards is set out in Schedule "B" of this Agreement.
- 8.2. The Municipality will use best efforts to comply with and will require that any of its Service Providers supplying Program Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Program Services.
- 8.3. Product Care may develop or propose amendments to, from time to time, policies, standards and guidelines relative to the provision of Program Services. Product Care will endeavour to provide sufficient time for review and comment on the proposed amendments.
- 8.4. Product Care will communicate any new or amended policies, standards and guidelines to the Municipality 60 days prior to implementing via the email address in section 16 and will post copies of such new or amended policies, standards and guidelines on Product Care's website.
- 8.5. The Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions under section 25.4(a).

9.0 Promotion and Education

- 9.1. Product Care shall be responsible for promotion and education activities for the HSP Program at its sole discretion and at its own expense.
- 9.2. Product Care shall not make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise except with the prior written consent of the Municipality or as provided in this Agreement.
- 9.3. Product Care may post Collection Services information and a link to the Municipality's website on the Product Care's website.
- 9.4. The Municipality may post the Collection Services, the Product Care Recycling logo and a link to <http://www.productcare.org/> and other necessary information on its waste management/recycling webpage at no cost to Product Care.
- 9.5. The Municipality will not charge Product Care for any promotion or education activities unless Product Care has agreed to such charges in advance in writing.
- 9.6. The Municipality must submit and will require its Service Providers to submit to Product Care draft copies of all publications using Product Care's name, trademarks and logos for advance approval in writing, which Product Care may withhold for any reason.
- 9.7. The Municipality will not engage in and will require its Service Providers to not engage in any

activity that may cause or be perceived to cause harm to Product Care or any brand owned by Product Care, such as Product Care Recycling.

10.0 Indemnity and Insurance

- 10.1. The Municipality shall indemnify, defend and save harmless Product Care, and its employees, directors, governors, officers, agents, subcontractors and affiliates (collectively, the “Product Care Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by Product Care and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
 - (a) the Municipality’s ownership and/or operation of the Collection Services;
 - (b) any action or omission of the Municipality, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of HSP Materials and Non-Program Materials; or
 - (c) any breach by the Municipality of the terms, conditions, requirements, representations and warranties of this Agreement.
- 10.2. The Municipality hereby releases the Product Care Indemnitees from and against any and all Claims which the Municipality may at any time have against the Product Care Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Product Care Indemnitees.
- 10.3. Product Care shall indemnify, defend and save harmless the Municipality, its council members, directors, officers, contractors, employees and agents (collectively, the “Municipality Indemnitees”) from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively “Claims”), which arise out of, result from or relate to:
 - (a) any action or omission of the Product Care, its users, invitees, employees, subcontractors or agents, in connection with the Municipality’s ownership and/or operation of the Collection Services, and handling of HSP Materials and Non-Program Materials; or
 - (b) any breach by Product Care of the terms, conditions, requirements, representations and warranties of this Agreement.
- 10.4. Product Care hereby releases the Municipality Indemnitees from and against any and all Claims which Product Care may at any time have against the Municipality Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Municipality Indemnitees.
- 10.5. The Parties hereby agree and acknowledge that Product Care has no responsibility whatsoever towards the Municipality for remediation of contaminants at the Collection Services or with respect to any migrating contaminants from the Collection Services, or to the Collection Services, be it before the Term, during the Term or after this Agreement terminates or expires.

- 10.6. Unless the Municipality self-insures, the Municipality will, during the term of the Agreement, maintain at its expense and/or require any Service Provider engaged by the Municipality to provide services on behalf of the Municipality pursuant to this Agreement to maintain at either the Municipality's or Service Provider's expense adequate insurance for its obligations under this Agreement, including the insurance coverage set out below:
- (a) comprehensive general liability coverage of a minimum of \$5,000,000 per occurrence, \$5,000,000 general liability; and
 - (b) any other normal insurances sufficient to carry out its obligations under this Agreement, (collectively, the "Insurance").
- 10.7. The Municipality shall include Product Care as an additional insured in the Insurance, unless otherwise confirmed by Product Care in writing.
- 10.8. If Product Care is added as an additional insured, the Municipality shall supply Product Care with a certificate of insurance evidencing Product Care as additional insured on an annual basis.
- 10.9. If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to Product Care upon the execution date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 10.10. Product Care shall:
- (a) include the Municipality as an additional insured on policies of insurance maintained by Product Care for environmental impairment liability and comprehensive general liability, but only in respect to liability arising from the negligence of Product Care at the Collection Services and subject to the obligations of the Municipality set out in Section 10.0; and
 - (b) require the insurers to give to the Municipality not less than 60 days' prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to the Municipality thereby.
- 10.11. The Municipality shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.

11.0 Covenants of Product Care

- 11.1. Product Care covenants, represents and warrants to Municipality that:
- (a) Product Care is a non-profit corporation validly existing under the laws of Canada;
 - (b) Product Care has the corporate power, capacity and authority to enter into and complete this Agreement;
 - (c) Product Care shall obtain at its own expense, any permits and licences which may be required for the performance of its obligations hereunder; and
 - (d) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by Product Care.
- 11.2. Product Care, in performing its obligations under the Agreement including any Program Services under this Agreement, shall comply and ensure that all Service Providers contracted by Product Care comply, at all times, with all applicable local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements.

12.0 Covenants of Municipality

12.1. The Municipality covenants, represents and warrants to Product Care that:

- (a) the Municipality is an incorporated and/or an otherwise validly constituted entity in good standing and qualified to carry on business in the province where the Collection Services are located, and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) the licenses, permits, and any other authorizations required of Municipality or any of the Collection Services are, and shall be, in good standing during the term of this Agreement, including any that are specified in the Schedules;
- (c) the Municipality shall promptly provide written notice to Product Care if it receives any notice regarding any non-compliance or possible non-compliance with any Legal Requirements. On request from Product Care, the Municipality shall attend a meeting with Product Care to discuss such notice, actions taken and to be taken to address the notice, and any further risks of non-compliance of any Legal Requirements;
- (d) there are no pending or threatened actions, proceedings, investigations, prosecutions, or claims in respect of the Municipality or the Collection Services that relate to the presence of Contaminants at or released from the Collection Services or any other environmental matters relating to the Collection Services;
- (e) the Municipality shall perform its obligations under this Agreement in a safe and efficient manner and in compliance with all Legal Requirements and contractual terms applicable to, or in any way connected with or related to, the performance of its obligations under this Agreement;
- (f) Collection Service personnel are qualified and trained to perform the obligations of the Municipality under and in accordance with this Agreement;
- (g) Collection Service equipment is in good, working order;
- (h) other than representing (in the manner provided in this Agreement) that it is a Product Care authorized Collection Service(s) during the Term, the Municipality shall not state, claim or represent that it is owned or in any way related to Product Care; and
- (i) the Municipality acknowledges that it is an independent contractor supplying services to Product Care, and that it is not a subcontractor of Product Care, and that the Collector shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.
- (j) the Collection Service(s) is/are free of any pollutants, contaminants, deleterious substances, toxic substances or hazardous waste (collectively "Contaminants"), except in amounts that are permissible under the Legal Requirements, subject to any exceptions set forth in the Schedules to this Agreement;
- (k) there are no Contaminants being released onto the Collection Service(s) from adjacent properties or from the Collection Service(s) to adjacent properties, subject to any exceptions set forth in the Schedules to this Agreement;

12.2. The Municipality shall comply at all times, with all local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements applicable to the Collection Services, the operations of the Collection Services and the Municipality's activities, as amended from time to time in performing the Program Services under this Agreement, including Certificates of Approval and/or

Environmental Compliance Approvals, the requirements for Collection Services to qualify under the HSP Regulation, and the processing and disposal requirements of the collected HSP Materials under the HSP Regulation (collectively the “Legal Requirements”). The Municipality shall ensure that all Service Providers contracted by the Municipality to provide any Program Services comply with the Legal Requirements as required.

13.0 Audit

- 13.1. Product Care (or a third-party acting on Product Care’s behalf) has the right, at its sole expense, to inspect and/or audit Municipality’s facilities and records in relation to the Program Services pursuant to this Agreement, upon prior written notice of at least ten (10) business days, which notice shall contain in reasonable detail the records or facilities Product Care wishes to review, including but not limited to:
- a. information relating to or required to verify invoices or Claim Submissions paid or payable to Municipality hereunder,
 - a. the protection of Confidential Information,
 - b. the compliance with the terms of this Agreement, or
 - c. information relating to or required to verify Collection Activities of HSP Materials, tracking, and exclusive allocation of Collection Services or credits to Product Care’s program.

14.0 Record Keeping

- 14.1. Municipality will maintain all Supporting Documentation, data, records, documents, and any other information relating to the Program Services pursuant to this Agreement for the longer of: (i) five years; and (ii) the amount of time required by law.

15.0 Assignment

- 15.1. The Municipality shall provide Product Care with at least ninety (90) days notice if any of its rights or obligations under this Agreement are subcontracted or assigned to any other party.

16.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either Product Care or the Municipality, will be in writing and sufficiently given if delivered personally, by e-mail, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Product Care will be delivered to:

President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

Clerk Administrator
CORPORATION OF THE TOWN OF KEARNEY
8 Main St, PO Box 38, Kearney, ON, Canada, P0A 1M0
brenda.fraser@townofkearney.ca

Any such notice if delivered personally, by e-mail or by other electronic means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail or other tested and agreed upon electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either Party may, at any time, give written notice to the other of any change of address (postal and/or email) of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

17.0 No Partnership or Joint Venture

- 17.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality is an independent contractor.

18.0 Severability

- 18.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

19.0 Amendment and Waivers

- 19.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

20.0 Further Acts

- 20.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

21.0 No Third Party Beneficiaries

- 21.1. No person or entity which is not a party hereto will have any rights or obligations pursuant

to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

22.0 Counterparts and Facsimile

- 22.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

23.0 Force Majeure

- 23.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

24.0 Dispute Resolution

- 24.1. The parties to this Agreement agree to the following steps to address any issues arising in regard to the interpretation or application of the Agreement:
- (a) discussion between manager of Product Care and the Municipality;
 - (b) If necessary, escalation of discussion to Product Care senior staff;
 - (c) If necessary, escalation of discussion to Product Care board; and
 - (d) If necessary, undertaking legal proceedings including the option of mediation or binding arbitration with the consent of the parties.

25.0 Termination

- 25.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or Product Care (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised timeline is acceptable and, if it is, the revised timeline to remedy such breach will apply.
- 25.2. Subject to section 26, on the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 25.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 25.1 & 25.4, without cause, cost or penalty, save and except for

matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

- 25.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by Product Care as per section 8.5;
 - (b) Product Care ceases operations as a PRO for HSP Materials; or
 - (c) the other party becomes bankrupt or insolvent or if it takes any measures under the Bankruptcy and Insolvency Act or any other similar legislation, or if the other party discontinues its business for any reason.

26.0 Survival

- 26.1. Sections 10.1, 10.2, 10.3, 10.4, 10.5, 25.2 and 31 of this Agreement will survive termination or expiry and continue in full force and effect.

27.0 Entire Agreement

- 27.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

28.0 Headings for Convenience Only

- 28.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

29.0 Governing Law

- 29.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

30.0 Legislation References

- 30.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

31.0 Confidentiality

- 31.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), the Municipality will at all times treat Schedule "A" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, the Municipality will inform Product Care of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Product Care to Municipality so that Product Care will have an

opportunity to make representations to Municipality with respect to the proposed disclosure.

32.0 Rights and Remedies

- 32.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

33.0 Independent Legal Advice

- 33.1. Each Party acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

34.0 Enurement

- 34.1. This Agreement shall bind and benefit each of the Parties, including their respective successors and permitted assigns.

35.0 Appendices and Schedules

- 35.1. Appendix "A" and Schedules "A" and "B" are attached hereto and incorporated in and form part of this Agreement.

36.0 Time

- 36.1. Time is of the essence to this Agreement.

37.0 Language

- 37.1. The parties have agreed to draft this Agreement in English. Les parties ont consenti à rédiger ce contrat en langue anglaise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

PRODUCT CARE ASSOCIATION OF CANADA

by: _____

Brian Bastien, President

CORPORATION OF THE TOWN OF KEARNEY

by: _____

Name: _____

Title: _____

Appendix A

Collection Services

Table 1: Collection Sites

Collection Site Name	Collection Site address including postal code	Community (Local Municipality or Territorial District according to RPRA's list)	Operating hours	PaintShare	Site Contact Name	Tel	Email	Paint	Pesticide	Solvent
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 2: Collection Events*

# of Collection Events	Community (Local Municipality or Territorial District according to RPRA's list)	Paint	Pesticide	Solvent	PaintShare
2	Kearney	X	X	X	N/A

* Municipality shall submit event details to Product Care in accordance with section 2.7 of this Agreement.

Table 3: Toxic Taxi

Community (Local Municipality or Territorial District according to RPRA's list)	Paint	Pesticide	Solvent
N/A	N/A	N/A	N/A

Initials	Date

SCHEDULE “A”

Province	Ontario
Stewardship Program Name	Hazardous and Special Products

1. Price and Payment (s. 4.1, s. 4.2, s. 4.3, s 4.4 and s. 4.6 of Agreement)
 - 1.1. Pursuant to section 4.1 of the Agreement, the fees payable to the Municipality by Product Care, during the Term of this Agreement, are as set out below, for Collection Services and Post-Collection Services provided in accordance with the Agreement and Collection Services Guidelines and Standards.
 - 1.1.1. For Collection Services at Collection Sites, Product Care will pay the Municipality an amount per kilogram for the weight, as determined pursuant to section 4.2, of HSP Materials received at Collection Sites, including the HSP Materials collected by Toxic Taxi, as set out in Table 1.

Table 1: Rates for Collection Sites listed in Appendix A for HSP Materials		
Collection Services provided for:	Per Unit	Rate
Paints and Coatings	Kilogram	\$ N/A
Pesticides	Kilogram	\$ N/A
Solvents	Kilogram	\$ N/A

- 1.1.2. The pricing for Post-Collection Services for Commingled Materials received at Collection Sites is as set out in the Product Care Portal and subject to change pursuant to section 4.6 of this Agreement. Lab Pack Factors will be applied to the Post-Collection Service pricing of Commingled Materials received at Collection Sites to determine the amount payable by Product Care to the Municipality for Post-Collection Services of HSP Materials.
- 1.1.3. For Collection Services and Post-Collection Services for Collection Events, Product Care will pay the Municipality an amount per kilogram for the weight, as determined pursuant to section 4.2, of HSP Materials received at Collection Events as set out in Table 2.

Table 2: Rates for Collection Events listed in Appendix A for HSP Materials		
Collection Services and Post-Collection Services provided for:	Per Unit	Rate
Paints and Coatings	Kilogram	\$ 1.56
Pesticides	Kilogram	\$ 2.21
Solvents	Kilogram	\$ 1.94

- 1.1.4. No fees are payable for the HSP Materials delivered to a Collection Site by Toxic Taxi except for the fees set forth in s.1.1.1 of this Schedule.
- 1.1.5. Product Care will pay the Municipality an amount per container, as set out in Table 3, of Paints and Coatings that was given away to residents in accordance with the PaintShare procedures set out in Schedule B.

Table 3: Rates for PaintShare at Collection Services listed in Appendix A		
PaintShare:	Per Unit	Rate
Paints and Coatings	Container	\$ N/A

- 1.2. Pursuant to sections 4.3 and 4.4 of the Agreement, payments, pursuant to s. 1.1.1 of this Schedule:
 - 1.2.1. for Non-Commingle Material will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal provided by the Service Provider for Post-Collection Services of the Non-Commingle Materials transported from the Collection Site.
 - 1.2.2. for Commingle Material will be paid within thirty (30) days after the approval of the Municipality's Claim Submission in the Product Care Portal for Post-Collection Services of Commingle Materials transported from the Collection Site.
- 1.3. Pursuant to sections 4.3 and 4.4 of the Agreement, in order to receive payments, pursuant to s. 1.1.2, s. 1.1.3 and s. 1.1.5 of this Schedule, the Municipality must upload a Claims Submission via the Product Care Portal including the Supporting Documentation. Payment will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal.
- 1.4. Claims Submissions required of the Municipality must be submitted to Product Care via the Product Care Portal within sixty (60) days of the date HSP Material was transported from the Collection Sites and Collection Events or in the case of PaintShare must be submitted within 30 days of the month end.
- 1.5. Product Care will review Claim Submissions received from the Municipality within thirty (30) days of the Claim Submission date and either approve, if Product Care determines the Claim Submission to be correct and accurate, or notify the Municipality of any deficiencies.
- 1.6. The Parties acknowledge that all claims and payments are subject to review and remediation if errors or omissions are subsequently detected.

2. One-time retroactive payment for 2024 HSP Collection Services
 - 2.1. In addition to the payments set forth in section 1 of Schedule A, Product Care agrees to pay to the Municipality a one-time supplementary retroactive payment in the amount of four percent (4%) of the amount paid by Product Care to the Municipality for Collection Services performed in the calendar year 2024 in relation to HSP Materials.
 - 2.2. The supplementary retroactive payment amount shall be determined by Product Care with reference to the payments made by Product Care for Collection Services for the applicable HSP Materials for the 2024 calendar year as follows:
 - 2.2.1. in the case of Depot Collection Services, pursuant to the agreed “Hourly Rates” and “Total Reimbursable Hours” as set forth in Schedules “B” and “C” of the ISP Agreement, and
 - 2.2.2. in the case of Event Collection Services, pursuant to the “\$/tonne rate” as set forth in Schedule “C” of the ISP Agreement.
 - 2.3. The supplementary retroactive payment shall be payable within sixty (60) days of the execution of this Agreement, subject to any verification reasonably required by Product Care.

3. CPI adjustment (s. 4.1 of Agreement) in Renewal Terms
 - 3.1. The rates set out in Tables 1 and 2 of this Schedule A will be adjusted on the first day of each Renewal Term by the percentage change of the Statistics Canada Consumer Price Index (CPI) for Ontario (All Items), for the most recent 12 month period as published by Statistics Canada as of December 1 of the calendar year prior to the Renewal Term.
 - 3.2. Statistics Canada citing link for the publication of the CPI for Ontario (All items): [Consumer Price Index by geography, all-items, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit](#)
 - 3.3. The following graphic, showing the “Percentage change” of 1.8% for the 12 month period November 2023 to November 2024, is obtained from the Statistics Canada citing link set forth in s. 3.2 of this Schedule and is for illustrative purposes only to provide clarity as to the location and presentation of the referenced CPI calculation, and the information in the graphic is not binding on either party.

Geography	Ontario (map)				
Products and product groups ^{3, 4}	November 2023	October 2024	November 2024	October 2024 to November 2024	November 2023 to November 2024
	2002=100			Percentage change	
All-items	160.6	163.5	163.5	0.0	1.8

SCHEDULE “B”

Ontario Hazardous and Special Products (HSP)

Collection Services Guidelines and Standards

Effective: January 1, 2025

Background

O. Reg. 449/21 Hazardous and Special Products (HSP Regulation) came into effect October 1, 2021. The HSP Regulation can be viewed at O. Reg. 449/21 HAZARDOUS AND SPECIAL PRODUCTS | [ontario.ca](https://www.ontario.ca)

Product Care is registered with Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation. Product Care operates as a PRO for Paints and Coatings, Pesticides and Solvents and contracts with municipalities and service partners for the collection, transportation and processing of HSP Materials.

Purpose

The Collection Services Guidelines and Standards define the minimum operating requirements to qualify as a Product Care collection site or collection event for HSP Materials.

DISCLAIMER: To the extent that there is any conflict between the Product Care Collection Services Guidelines and Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site or collection event operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the Product Care standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site or collection event operator is required to comply with the Product Care standards as well as with applicable laws and regulations.

Who These Standards Apply to:

For the purposes of these standards, a collection operator means the municipality and/or its service provider operating an approved collection site or collection event from which a Product Care approved transporter will pick up HSP Materials and transport them to a Product Care approved processor.

Enforcement of these Standards

Collection operators shall provide Product Care with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of Product Care. Product Care may verify information provided by collection operators, either directly or through a third party acting on its behalf. Please note that all parties retained by Product Care to verify compliance, acting on behalf of Product Care, shall be bound by confidentiality agreements.

1. General Requirements

Collection operators shall:

- 1.1 Possess a valid business license if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable federal, provincial or municipal legislation, regulation, bylaws, and approvals, including but not limited to:
 - In possession of and in compliance with all terms in their Ministry of Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;
 - In compliance with O. Reg. 449/21: Hazardous and Special Products
 - In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
 - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Meet the HSP regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to Product Care of any fines or regulatory orders in the previous five years that relate to HSP Materials collected under agreement with Product Care and, going forward, within 60 days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with Product Care.

2. Occupational Health and Safety

Collection operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
 - *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*; and
 - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3. Staff Training

Collection operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack HSP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A below).
- 3.3 Train staff to differentiate between HSP Materials that are eligible for collection services under the HSP Regulation and those that are not (refer to Appendix A below).
- 3.4 Update staff training based on any changes made to the Collection Services Guidelines and Standards.
- 3.5 Document and maintain records of staff training.

4. Waste Packing Protocols

Collection operators shall:

- 4.1 Pack waste according to the Ontario waste classes, TDGA, and Product Care Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

- Have the ability to receive waste HSP Materials from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
 - Have reasonable infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of HSP Materials; and
 - Have reasonable security measures in place to prevent HSP Materials from being tampered with by anyone at the site or at unauthorized times.
- 4.3 HSP Materials must be packed in an approved UN container¹, a Transport Canada Equivalency Certificate or Product Care approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the collection operator's Environmental Compliance Approval or Certificate of Compliance storage requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport.
- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums, Gaylords or other approved container for a given waste class.
 - Contamination levels in transport containers will be monitored by Product Care or by its authorized agent through random sampling. Collection operators may be required to take corrective action if contamination allowances are exceeded. Product Care reserves the right to apply a financial penalty to collection operators who exceed the contamination allowance or revoke the collection site or collection event approval status if corrective action is not taken as reasonably requested by Product Care.

¹ Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

5. PaintShare Standards and Guidelines

A unique feature of Product Care's paint stewardship program is PaintShare, where leftover paint collected at municipal collection sites is offered free of charge to residents. Along with being the most cost-effective and energy-efficient alternative for handling leftover paint, PaintShare puts paint where it belongs – on buildings, walls, and fences – and diverts it away from our sewers and landfills. Leftover paint is given away on an as-is, as-available basis.

Eligible Paints and Coatings for PaintShare

Eligible container sizes for the program will be 3.78L cans and 18.9L pails, which must be at least half-full. Municipalities may choose to make smaller container sizes available through their program, but they will not be compensated by Product Care for these other sizes. Product Care recommends that municipalities use the following guidelines to assess which items qualify under the PaintShare program:

- The product is clearly a paint/stain/coating material
- The product is in its original container and the original label is intact
- The container is in good condition with no large dents, no exterior damage or no significant exterior rust
- There is no mold growing on the outside of the container
- Based on available information, contents inside the container are not contaminated, sludge or solidified (Note: municipalities are **not** expected or encouraged to open containers; however a municipality can easily determine if materials have solidified with a gentle shake of the container)
- Container contents are at least ½ full
- The container size is equal to or greater than 3.78L and equal to or less than 18.9L
- The product is not an aerosol (aerosols are not included in the PaintShare program)

PaintShare Facilities, Operation and Sorting

Product Care does not dictate or require specific space and facility requirements. Facility and operational decisions will be left to the municipality. However, PaintShare services must meet the program Collection Services Guidelines and Standards. Municipalities may operate PaintShare year-round, seasonally or intermittently. Product Care will not prescribe sorting and shelving requirements and will leave this up to the discretion of the municipality.

Liability

Product Care will not make specific liability requirements on behalf of municipalities. Product Care is not responsible for any harm or damages that may occur from the management, operation and/or reuse of paints and coatings under the PaintShare program. Product Care recommends municipalities utilize a liability waiver and clearly communicate to the public that materials reused through the PaintShare program are used at the residents' own risk and are provided on an as is, as available basis. It is up to the municipality to decide the necessary liability requirements for the PaintShare they manage and operate.

Tracking and Reporting

Paints and coatings in the PaintShare stream must be accurately tracked by municipalities and reported to Product Care in the Product Care Portal.

On-site tracking for PaintShare may be achieved in a number of ways based on the collection site set up; however, every municipality participating in the PaintShare program must complete the [PaintShare Reporting Form](#) and provide sufficient supportive documentation from the collection site so that Product Care can accurately validate and verify monthly claims. Supportive documentation may vary from municipality to municipality. It is important that the municipality and Product Care discuss the on-site tracking method in advance to ensure that claims can be validated. Supportive documentation could include:

- Forms completed by the resident or municipal staff which account for the amount of material given away through the PaintShare program in a given month
- A tracking log of what is put out for PaintShare and what is taken away for the month
- A tracking log which weighs PaintShare material in and out of the site monthly

The [PaintShare Reporting Form](#) is designed to summarize PaintShare claims for each site as well as provide a standard conversion for all municipalities between containers and kilograms which are both required in the Product Care Portal.

INITIALED BY MUNICIPALITY: _____

Appendix A –HSP Materials Packing Standards

Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
Aerosols - 331 UN 1950	Commingled¹	<ul style="list-style-type: none"> Includes paints and coatings, pesticides and solvents managed through Product Care's HSP program and other aerosol waste not managed through Product Care's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form. 	<ul style="list-style-type: none"> Pressurized containers (refillable or non-refillable) Fire extinguishers (including in aerosol format) Inhalers Hair Spray Insect Repellent 	
Miscellaneous Waste Organic Chemicals - 263 (for pails: 211, 212, 213) UN 1992, 1993	Commingled¹	<ul style="list-style-type: none"> Includes solvents managed through Product Care's HSP program and other chemical wastes that are not managed through Product Care's HSP program. Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers. 	<ul style="list-style-type: none"> Paints and coatings Driveway and roof sealants HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.

Paints, Stains and Coatings - 145	Non-Commingled²	<ul style="list-style-type: none"> • Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications <p>Note: Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> • Non-aerosol paints intended for automotive or industrial applications or crafts • Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada), • Stuccos and spackling compounds, • Polishes and waxes, • Caulking and sealants, or • Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.
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<p>Pesticides - 242 UN 2902,2903, 2588.</p>	<p>Commingled¹</p>	<ul style="list-style-type: none"> • A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation 	<ul style="list-style-type: none"> • Insect repellents intended for personal use. • Sanitizers, disinfectants and antimicrobial products. • Pool chemicals. • Diatomaceous earth. • Pet products. • Ant traps. • Products regulated under the Food and Drugs Act (Canada). • Insecticidal soaps. • Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada). • Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses Lab Pack Factors from audits conducted on its behalf to calculate its financial obligations to municipalities and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: _____



APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

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

Name Justine McKeen

Address:

Postal Code:

Telephone:

Email:

Committee (if more than one, please list in order of preference)

1. Regatta

2. Recreation

3.

COMMITTEE AND COMMUNITY EXPERIENCE

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

COMMITTEE	FROM	TO
Kearney Fire Dep.	2009	2021
Rec Committee	2009	2011
Regatta Committee	2009	2011

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

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

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

I have excellent organizational skills as well as management skills. I have lived in this community my entire life. I spent my teen years volunteering for the rec committee under Barb, the regatta committee under Vionne and as an active member of the Kearney Fire Department.

My goal is to do more for our town and help wherever I can.

Signature



Date: March 10/25.

Please return your completed application to: admin@townofkearney.ca or to the Municipal Office:

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

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



APPLICATION TO TOWN COUNCIL

FOR APPOINTMENT TO ADVISORY COMMITTEES & BOARDS

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

Name STEVE WITT

Address: [REDACTED]

Postal Code: [REDACTED] Occupation: [REDACTED]

Telephone Number: (res.) [REDACTED] (bus.) [REDACTED]

Email: [REDACTED]

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

1. CARD BOARD BOAT RACE
2.
3.

COMMITTEE AND COMMUNITY EXPERIENCE

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

COMMITTEE	FROM	TO
CHAIRMAN FOOD BANK	2011	PRESENT
HOSPITAL FUNDRAISERS	2015	2017
CHRISTMAS PARADE	2011, 2012, 2013	
AREA FUNDRAISING	2019 -	2021

REASONS FOR SEEKING APPOINTMENT & OTHER PERTINENT INFORMATION

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

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

- OWN & OPERATE A MANUFACTURING BUSINESS
FROM 1971 TO PRESENT

- SEAVILLE CLUB

Signature

A. A. With

Date:

03/11/25

Please return your completed application to: admin@townofkearney.ca or to the Municipal Office:

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

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

REPORT TO COUNCIL

March 13th, 2025.

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

Overview: The Town of Kearney has received an application from Kimberly Anderson for a position on Kearney Fire and Emergency Services. Kimberly has relocated to the Kearney area and has expressed an interest to join Kearney Fire and Emergency Services.

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

Submitted for your consideration.



NOTICE OF MOTION FORM

Members of Council may use this form to give notice of a motion to be proposed at a future Council meeting, pursuant to Section 13.4 of Procedural By-law 2024-05.

Council Member giving Notice:

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

WHEREAS the Kearney & Area Public Library Board decided at their March 19th 2025 to make a request to the Council of the Town Kearney for 50 % of the Library's 2024 budget, in order to continue with day-to-day expenses incurred until the approval of the 2025 Budget;

AND WHEREAS these requests have been previously honoured by the Town, due to the lack of funds in the Library's bank account;

NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Town of Kearney approves the request from the Kearney & Area Public Library Board.



NOTICE OF MOTION FORM

Members of Council may use this form to give notice of a motion to be proposed at a future Council meeting, pursuant to Section 13.4 of Procedural By-law 2024-05.

Council Member giving Notice:

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

BE IT RESOLVED THAT the Council of the Town of Kearney is required by the Emergency Management and Civil Protection Act to have a Plan outlining how the community will respond to emergencies, including response, recovery and mitigation strategies;

AND WHEREAS the Council has enacted By-law 2023-20 to appoint Fire Chief, Paul Schaefer as the Town's CEMC (Community Emergency Management Coordinator);

AND WHEREAS the danger of spring flooding may soon be an issue in our municipality;

NOW THEREFORE BE IT RESOLVED THAT the Town of Kearney appoint an Alternate CEMC at the Regular Council Meeting on March 27, 2025.

March 4, 2025

email: KStevenson@ptbocounty.ca

Keri Stevenson
Director of Legislative Services/Clerk
The County of Peterborough
470 Water Street
Peterborough, ON
K9H 3M3

Re: Support Resolution – U.S. Tariffs on Canada/Purchasing Policies

Dear Ms. Stevenson,

Please be advised that at its meeting held the 25th day of February 2025 the Council of the Township of Selwyn passed the following resolution:

Resolution No. 2025 – 033 – Support Resolution – U.S. Tariffs on Canada/Purchasing Policies

Councillor John Boyko – Councillor Brian Henry –

That the Township of Selwyn supports the County of Peterborough's Resolution No. 19-2025 which urges the federal and provincial governments to take all necessary actions to protect Ontario's interests in trade negotiations with the U.S. and investigate purchasing policies; and that this motion be copied to those included in the County's motion.

Carried.

I trust you find this in order. Please do not hesitate to contact the Selwyn Township Office if you have any questions.

Sincerely,

Megin Hunter
Office Assistant / Reception

Encl.

cc: The Right Hon. Justin Trudeau, Prime Minister of Canada
The Hon. Doug Ford, Premier of Ontario
The Hon. Melanie Joly, Minister of Foreign Affairs
The Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade

The Hon. Nate Erskine-Smith, Minister of Housing, Infrastructure and Communities

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

Rebecca Bligh, President, FCM and Councillor, City of Vancouver

Robin Jones, President, AMO and Mayor of Westport

Bonnie Clark, Chair, Eastern Ontario Wardens' Caucus

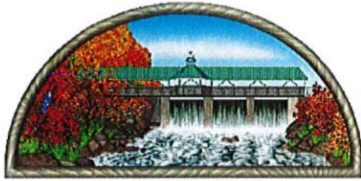
Jeff Leal, Chair, Eastern Ontario Leadership Council

John Beddows, Chair, Eastern Ontario Mayors' Caucus

All provincial and territorial Premiers

All local MPs and MPPs

All Ontario Municipalities for their support



The Municipality of the
VILLAGE OF BURK'S FALLS

Moved By: Ryan Baptiste Date: March 18, 2025
Seconded By: Sean Cotton Resolution # 2025- 91

Be it resolved;

Whereas the review process has begun based upon the site plan proposed by Solar Bank Inc. for a BESS installation at Concession 6, Part Lot 3 on Pegg's Mountain Road, the Council of the Village of Burk's Falls seeks to communicate its position on the proposed location of the concept presented;

And whereas the proposed site is situated approximately a mile or less from the Village, and in a direction that is upwind of the Village for most of spring, summer and autumn seasons;

And whereas the proposed site is situated approximately a mile or less from the Magnetawan River, whose watershed runs from this place and through numerous municipalities and communities, down its natural course to the Georgian Bay shores;

And whereas the proposed site is uphill from the Magnetawan River watershed, and contains a watercourse running downhill directly towards the river;

And whereas battery storage facilities contain high levels of hazardous chemicals and materials, presenting a significant danger of environmental contamination from leaking, venting or fire, and posing a risk of catastrophic damage to our area;

And whereas new battery storage technology is in its infancy, and that overall safety protocols that govern such facilities is likewise in its early understanding and development;

By this resolution we indicate our firm opposition to this and any other battery storage or recycling facility situated so close to our homes and waterways, whose pristine existence, responsible maintenance and the diligent protection thereof, is of profound importance to our quality of life and livelihoods, not just in Burk's Falls but across the Almaguin Highlands.

While Council wholeheartedly supports the development of new, environmentally benign technologies and infrastructure that will benefit our communities, as stewards of our local land, air and water, the risks from situating such a potentially ruinous installation so close to the Village cannot be supported.

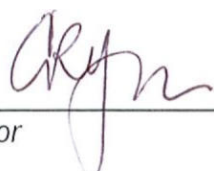
Furthermore, Council directs administration to communicate our position to all neighbouring municipalities in Almaguin, as well as our local MP and MPP and incoming Ontario Minister of the Environment.

Recorded Vote requested by: _____

Ryan Baptiste	for / opposed
Ashley Brandt	for / opposed
Sean Cotton	for / opposed
Nancy Kyte	for / opposed
Chris Hope	for / opposed

☒ Carried ☐ Defeated ☐ Deferred

Pecuniary Interest declared by:


Mayor

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW 2025-XX

Being a by-law to authorize an agreement between The Town of Kearney, The Municipal Corporation of the Township of Armour, The Township of Machar, The Village of Sundridge, The Municipality of Magnetawan and The Municipality McMurrich Monteith and the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society)

WHEREAS Section 5(3) of the Municipal Act, S.O. 2001, c.25, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 by by-law unless the municipality is specifically authorized to do otherwise;

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

AND WHEREAS the Council of the above-mentioned municipalities deems it expedient to enter into an agreement for the provision of an animal shelter and a pound keeper;

NOW THEREFORE the Council of the Corporation of the Town of Kearney, The Township of Armour, Township of Machar, The Village of Sundridge, The, The Municipality of Magnetawan, and The Municipality of McMurrich Monteith enacts as follows:

1. That the agreement attached hereto and forming part of this by-law between The Corporation of the Town of Kearney, The Municipal Corporation of The Township of Armour, Township of Machar, The Village of Sundridge, The Municipality of Magnetawan, and The Municipality of McMurrich Monteith and the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society) be entered into by the municipalities.
2. That the Mayor(s) and Clerk(s) or designates are hereby authorized to sign the agreement, and to execute all other documents necessary to carry out the municipality's obligations thereunder.
3. That the Clerk Administrator for the Corporation of the Town of Kearney is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
4. That this by-law shall come into force and effect on the date of passing.

Read in its entirety, approved, signed
and the seal of the Corporation
affixed thereto and finally passed in
open Council this ____ day of
_____, 2025.

Mayor

Clerk Administrator

THIS AGREEMENT made in duplicate this ____ day of _____, 2025.

B E T W E E N:

**THE CORPORATION OF THE TOWN OF KEARNEY, THE
MUNICIPAL CORPORATION OF THE TOWNSHIP OF
ARMOUR, THE TOWNSHIP OF MACHAR, THE VILLAGE OF
SUNDRIDGE, , THE MUNICIPALITY OF MAGNETAWAN, AND
THE MUNICIPALITY OF MCMURRICH MONTEITH**

Hereinafter called the “Municipalities” of the FIRST PART

- and –

**ONTARIO SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS** (Ontario Humane Society) a
Society incorporated under *The Ontario S.P.C.A. Act*.

Hereinafter called the “Society” of the SECOND PART

WHEREAS the Society has the facilities and is prepared to act as Pound keeper for the Municipalities;

NOW THEREFORE this Agreement witnesseth for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. The Municipalities agree:

- 1.1 To appoint and it does hereby appoint the Society as Pound keeper for the Municipalities with the duties of such Pound keeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Municipalities independent by-laws;
- 1.2 The Township of Armour will pay to the Society as remuneration for its services as such Pound keeper effective the 1st day of April 2028, an annual sum of \$21000.00, to be billed **annually**. The annual fee will continue at \$21,000.00, plus the Consumer Price Index for the preceding 12 months as per the Stats Canada Website;
- 1.3 These fees will then be collected by the Township of Armour from the individually identified municipalities. An annual amount of \$3,500 to be billed on or to the nearest business date of the anniversary of the agreement (April 1st) and those fees shall be increased by the Consumer Price Index for the preceding 12-month period as per the Stats Canada website;
- 1.4 If this Agreement continues after March 31, 2028, payments shall be on the foregoing basis of the 2025 term plus the annual CPI increase, unless otherwise agreed to in writing by the parties;

- 1.5 To grant to the Society and the Municipalities do hereby give the right to dispose of all dogs impounded which become the property of the Municipality after the 72-hour hold period;
- 1.6 To grant to the Society and the Municipalities do hereby give the Society, the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed;
- 1.7 To grant to the Society and the Municipalities do hereby give the right to collect all daily pound fees and impound charges from time to time and the Society will keep all daily pound fees collected and remit or credit the Municipalities for 50% all impound charges collected;
- 1.8 To grant to the Society and the Municipalities does hereby give permission to sell dog licences in accordance with fees established by the Municipality from time to time and the Municipalities do hereby agree to permit the Society to retain the license revenue;
- 1.9 To reimburse the Society for all veterinarian care costs incurred by the Society and not reimbursed by the Owner, for those dogs that have been brought to the Pound requiring veterinary care. The Society will attempt to collect said costs prior to releasing the animal to the Owner.
- 1.10 To promptly transport sick or injured dogs to a veterinarian, prior to delivering to the shelter. The Municipalities will be responsible for the payment of all veterinary fees. Once the animal has been deemed medically stable and released from the veterinary clinic, the Municipalities By-law Enforcement Officer or designate may transport the dog to the Society;
- 1.11 The contract is for dogs only and does not cover cats, stray cats, wildlife, exotics, livestock, roadkill/deadstock or deceased dogs;
- 1.12 To reimburse the Society the cost of any rabies or other vaccinations mandated by Public Health Ontario under the *Health Protection and Promotion Act of Ontario* and Regulation 567;
- 1.13 The pound keeping services, as outlined in Section 1.1, only covers animals impounded under the authority of the individual Municipalities By-laws and does not include or permit the use of the Pound for detention, boarding or holding animals that are part of a police investigation, or removed by other enforcement agencies under any authority or legislation, including the *Dog Owners' Liability Act*;

2. The Society agrees:

- 2.1 To provide an animal shelter capable of providing adequate accommodation for all dogs impounded in the Municipalities and designed to meet the standards of this type of building as set by the Society and the *Animals for Research Act* as it relates to Pounds. The Society further agrees that it will not sell or provide any animals for Research for any reason including those specific in the *Animals for Research Act*;

- 2.2 To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter and in particular, to supply the equipment necessary to humanely destroy unwanted and unclaimed dogs and such equipment must meet the standards set by the Society;
- 2.4 To receive, impound and hold for quarantine any stray dog delivered to the Society's animal shelter by animal control officers or other duly authorized persons for bite quarantine under the authority of the *Health Protection and Promotion Act*, Reg. 557, **that do not have a known owner** and shall attract additional fees above the set annual contract amount at a rate of **\$100/day** plus any necessary veterinarian expenses incurred by the Society;
- 2.5 If an owner has been identified or voluntarily brings in a dangerous dog following a bite incident requiring quarantine for Public Health reasons, the Society reserves the right to decline the request. It is the owners' responsibility to arrange appropriate housing for the animal in accordance with the directive of the local Public Health Department;
- 2.6 To permit the Municipalities By-law Enforcement Officer or designate after-hours access to the shelter premises for the purpose of impounding stray dogs;
- 2.7 To charge and collect such pound, impound and other fees as may be approved from time to time by the Municipalities, and remit or credit the Municipality 50% of any impound fees collected;
- 2.8 To keep the shelter open and in operation for 40 hours per week to ensure that the owners of impounded dogs have a reasonable opportunity to reclaim such animals, and to advise the Municipalities of any change of hours of operation;
- 2.9 To deliver to the Municipalities on an annual basis, by the 15th of the month after the year end, a written statement of the operations of the shelter up to the last day of the preceding month, showing the number of impounded dogs received at the shelter, the length of time detained in the shelter and the disposal of the animals. Each municipality will be provided independent records for appropriate reporting;
- 2.10 To indemnify and save harmless the Municipalities in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;
- 2.11 To keep the Society and the Municipalities properly insured in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any animal in the following amounts:

Public Liability	\$ 2,000,000.00
Property Damage	\$ 25,000.00

3. Both parties agree:

- 3.1 This Agreement shall commence on the 1st day of **April 2025** and shall continue in full force and effect until the 31st day of **March 2028**. However, it is further

agreed that this Agreement may be terminated by any party(s) upon 60 (sixty) days written notice.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

**THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF ARMOUR**

Rod Ward, Mayor

Charlene Watt, Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE TOWNSHIP OF MACHAR**

Linda Carleton, Mayor

Angela Loney, Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE VILLAGE OF SUNDRIDGE**

Justine Leveque, Mayor

Nancy Millar, Clerk CAO

Date

**THE MUNICIPAL CORPORATION OF THE
TOWN OF KEARNEY**

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

Date

**THE MUNICIPAL CORPORATION
OF THE MUNICIPALITY OF
MAGNETAWAN**

Sam Dunnett, Mayor

Kerstin Vroom, CAO / Clerk

Date

**THE MUNICIPAL CORPORATION
OF THE MUNICIPALITY OF MCMURRICH
MONTEITH**

Glynn Robinson, Mayor

Cheryl Marshall, Clerk

Date

**THE ONTARIO SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS
(Ontario Humane Society)
A Society incorporated under the
*Ontario S.P.C.A. Act***

Chief Financial Officer

Date

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-XX

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

between

The Corporation of the Town of Kearney

and

Product Care Association of Canada

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 Product Care Association of Canada for Municipality Hazardous and Special Products Materials;

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 March 27, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 27th day of March, 2025.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-

**Being a By-law to deem part of a registered plan of subdivision
not to be registered (Lots 18 and 19 on Plan M89)**

WHEREAS The Planning Act, R.S.O. 1990, Chapter P.13, Section 50(4) as amended, authorizes a municipality to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes or subsection (3);

AND WHEREAS it is deemed expedient in order to adequately control the development of land in the municipality that a By-law be passed pursuant to Section 50(4);

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

1. The parts of plan of subdivision described as follows are hereby designated to be plans of subdivision or parts thereof which shall be deemed not to be registered plans of subdivision for the purposes of Subsection 50(4) of the *Planning Act*:

Lots 18 and 19, Registered Plan No. M89

2. That this By-law shall take effect upon registration of a certified copy or duplicate thereof in the proper Land Registry Office.

READ A FIRST, SECOND AND THIRD TIME and finally passed this _____ day of March, 2025.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-XX

Being a By-law to Repeal By-laws 2011-60 & 2011-61

WHEREAS the Council of the Town of Kearney had enacted By-law 2011-60 being a By-law to Appoint Local Authority Services LTD as the Closed Meeting Investigator and By-law 2011-61, being a by-law to Establish Official Closed Meeting Investigation Request Procedures;

AND WHEREAS the Town of Kearney no longer requires LAS to perform the role of Closed Meeting Investigator as the Ontario Ombudsman’s Office provides this service for Municipalities free of charge;

AND WHEREAS it is deemed appropriate to repeal By-laws 2011-60 and By-law 2011-61;

NOW THEREFORE BEING ENACTED AS A BY-LAW OF The Corporation of the Town of Kearney as follows:

- 1. By-law No. 2011-60 is hereby repealed.
- 2. By-law No. 2011-61 is hereby repealed

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 27th day of March, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

**THE CORPORATION OF THE
TOWN OF KEARNEY**

BY-LAW NO. 2025-20

Being a By-law under the provisions of Section 34 and 36 of the *Planning Act*, R.S.O. 1990, as amended, to remove a Holding (H) symbol from By-law No. 2024-12, as amended, with respect to lands described as PT LT 6, CON 11 BETHUNE; KEARNEY.

Being a portion of the lands described with ARN #4918-020-007-17100, in the Geographic Town of Bethune, now in the Town of Kearney.

WHEREAS pursuant to Sections 34 and 36 of the *Planning Act*, R.S.O. 1990, as amended, a Holding (H) symbol was applied to the lands described in this By-law by By-law No. 2022-20, the Town of Kearney Comprehensive Zoning By-law, as amended by By-law No. 2024-12;

AND WHEREAS the Council of the Corporation of the Town of Kearney has received a request to amend By-law No. 2022-20, as amended by By-law No. 2024-12, to remove the Holding (H) symbol from the Rural Residential Exception 15-Holding (RR-15-H) Zone on the lands described in this By-law;

AND WHEREAS Council has confirmed that the conditions for the removal of the Holding (H) symbol on the Rural Residential Exception 15-Holding (RR-15-H) Zone, as set out in No. 2 a) of By-law No. 2024-12, have been satisfied;

AND WHEREAS Council deems it appropriate to remove said Holding (H) symbol on the lands described in this By-law;

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

1. THAT By-law No. 2022-20, as amended, is hereby amended as follows:

- a) Map No. 1 of Schedule "A" of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 6 CON 11 BETHUNE; KEARNEY. Being a portion of the lands described with ARN #4918-020-007-17100, in the Geographic Town of Bethune, now in the Town of Kearney, from the Rural Residential Exception-15-Holding (RR-15-H) Zone to the Rural Residential Exception-15 (RR-15) Zone as shown on Schedule "A" attached hereto and forming part of this By-law.
- b) Map No. 1 of Schedule "A" of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 6 CON 11 BETHUNE; KEARNEY. Being a portion of the lands described with ARN

#4918-020-007-17100, in the Geographic Town of Bethune, now in the Town of Kearney, from the Rural Exception-15-Holding (RU-15-H) Zone to the Rural Exception-15 (RU-15) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.

- c) Section 4.4.5 of By-law No. 2022-20, as amended, entitled “Exceptions”, is hereby amended adding the following section:

“4.4.5.15 Rural Residential Exception-XX (RR-15) Zone

Notwithstanding the provisions of this By-law to the contrary, on lands within the Rural Residential-15 (RR-15) Zone:

- i) All openings to habitable buildings and driveways shall be located above the 359.32 m ASL contour elevation and any portion of the structure or driveway below this elevation must be flood proofed, in accordance with Section 3.13 of the Town’s Zoning By-law.

- ii) Minimum Required Setback from
Hazard Lands (HZ) Zone 0.0 metres

In all other respects the provisions of the Rural Residential (RR) Zone shall apply.”

2. This By-law shall become effective on the date that it is passed by the Council of the Town of Kearney, subject to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

READ a first and second time this 27th day of March, 2025.

READ a third time and finally passed this 27th day of March, 2025.

Mayor

Clerk