

# TOWN OF KEARNEY

## AGENDA

### REGULAR COUNCIL MEETING

Council Chambers

Thursday, February 5, 2026 – 6:00 p.m.

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**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/Public Meetings**

**5. Consent List**

- |   |       |
|---|-------|
| 5.1. DRAFT Regular Council Meeting Minutes January 15, 2026                       | Pg.3  |
| 5.2. DRAFT Special Council Meeting Minutes (Budget) January 22, 2026              | Pg.7  |
| 5.3. Payment Register   | Pg.9  |
| 5.4. Recreation Committee Meeting Minutes November 26, 2025 and December 18, 2025 | Pg.13 |

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

**7. Items for Discussion**

- |   |       |
|---|-------|
| 7.1. Rock Point Road – deviation of road                | Pg.16 |
| 7.2. SRA – Rusnak By-law                                | Pg.18 |
| 7.3. SRA - Kliner/Misheal Support in Principle          | Pg.19 |
| 7.4. PPRP Agreement                                     | Pg.26 |
| 7.5. OFTP Agreement                                     | Pg.55 |
| 7.6. Library Board appointment (Library Board approved) | Pg.81 |
| 7.7. SR 2026-11 - One Investment                        | Pg.82 |
| 7.8. SR 2026-12 – Purchase First Response Vehicle       | Pg.83 |

**8. Notice of Motion**

## **9. Correspondence for Information**

- |  |        |
|--|--------|
| 9.1. Letter of Support for Enhanced School Bus Safety                  | Pg.84  |
| 9.2. Resolution Support 'Ontario Community Infrastructure Fund (OCIF)' | Pg.88  |
| 9.3. KWEF January Newsletter   | Pg.101 |

## **10. Bylaws**

- 10.1 By-law 2026 – XX OFTP (Fire Protection) Grant 25-26
- 10.2 By-Law 2026- XX PPRP (Pothole Prevention) Grant 25-26
- 10.3 By-law 2026 – XX SRA - Rusnak

## **11. Closed Session**

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

## **12. Confirming Bylaw**

Being a By-law to Confirm the Proceedings of Council

## **13. Adjournment**

**The Corporation of the Town of Kearney**  
**REGULAR COUNCIL MEETING MINUTES**  
**Council Chambers**  
**Thursday, January 15, 2026 – 6:00 p.m.**

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

**Staff Present:** Nicole Gourlay, CAO/Clerk (CAO)  
Jenny LeBlond, Treasurer (T)  
Tom Young, Public Works Superintendent (PW)  
Cindy Filmore, Deputy Clerk (DC)

The CAO-Clerk and the Treasurer were present for the entirety of the meeting. The Public Works Superintendent and the Deputy Clerk were present for the Public portion of the meeting.

*A Moment of Silence was observed to honour the memory of Butch Stoner, the memory of Marilyn Manchuk, and the memory of Velma White.*

1. **Call the Meeting to Order**

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

2. **Approval of Agenda**

Resolution 2026-001

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 January 15 2026 as circulated.

CARRIED

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

4. **Delegations/Presentations/Public Meetings**

5. **Consent List**

Resolution 2026-002

Moved by: Councillor Sharer; Seconded by: Councillor Pateman

BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, January 15, 2026, 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**

7. **Items for Discussion**

7.1 Monitor Speed Request – Perry Twp.

Resolution 2026-003

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

WHEREAS the Township of Perry has requested permission to place a portable radar speed sign on Hwy 518 E as it approaches Kearney in and around Pineaire Lane; AND WHEREAS the OPP due utilize local data to better understand and schedule areas that need specific enforcement; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney supports the Township of Perry in their request to place the radar speed sign for one year to obtain data; AND FURTHER THAT the Town of Kearney recommends placement of a school bus stop ahead sign in the same area on Hwy 518 E.

CARRIED

7.2 Amend DRAFT Agreement By-law with Almaguin Snowmobile Club

Resolution 2026-004

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

WHEREAS the Council of the Corporation of the Town of Kearney passed By-law 2024-46 to enter into an Agreement/Memorandum of Understanding (MOU) to permit the Almaguin District

Snowmobile Club (ADSC) authorization to use and maintain various road allowances within the Town of Kearney as snowmobile trails; AND WHEREAS ADSC has re-routed portions of these trails; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney hereby supports the passing of By-law 2026-02 to amend the MOU in By-law 2024-46 which will take place later in the meeting.  
CARRIED

7.3 SR2026-08 Lease and Purchase options for sidewalk clearing option  
Resolution 2026-005

Moved by: Councillor Pateman; Seconded by: Councillor Sharer  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR 2026-08 regarding the Lease and Purchase options for Sidewalk Clearing from the Public Works Superintendent; AND FURTHER THAT Council directs Staff to continue to clear sidewalks as they have been and this will be discussed at the Budget Meeting on January 22, 2026  
CARRIED

7.4 MEMO Update Contract with Fowler's for winter maintenance Winter 2025-Spring 2027  
Resolution 2026-006

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the Staff Memo regarding Fowler Construction and the winter maintenance of 518; AND FURTHER THAT Council directs Staff to: Direct Fowlers to only salt one pass of the day and reduce material costs but stay within OMMS until spring 2027; AND FURTHER direct Staff to send a letter to Graydon Smith & MTO regarding payment of this bill with legal clarification  
CARRIED

7.5 Closing King William TS as well as a portion of Patton Rd on February 7<sup>th</sup> & 8<sup>th</sup> for the Kearney Dogsled Race weekend  
Resolution 2026-007

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman  
WHEREAS the Kearney Dog Sled Races will be held on February 6,7,and 8, 2026; AND WHEREAS this event is an important economic and cultural event for the Town of Kearney; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby declares the Kearney Dog Sled Races to be a Town of Kearney Event; AND FURTHER that the Kearney Dog Sled Races be exempt from any associated by-laws they could contravene while running the event, example Town of Kearney Noise By-law; AND FURTHER that as a safety precaution, Council authorizes the closure of the Kearney Transfer Station at 149 King William St. for the entire weekend of February 7 and 8, 2026 with the Kallio Rd Transfer Station remaining open both days from 8:00 am until 4:00 pm; AND FURTHER that Council authorizes a portion of Patton Rd, from the intersection of Park Rd and King William St to be closed for the duration of the event February 6-8, 2026; AND FURTHER that the shoulder of Park Rd from Patton Rd to end be used for the Dog Sled Trail from February 6-8, 2026.  
CARRIED

7.6 DRAFT Interim Tax Bylaw  
Resolution 2026-008

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 approves the proposed Interim Tax Levies By-law; AND FURTHER that this Bylaw will be passed later in the meeting.  
CARRIED

7.7 Council appointment to Committees for remainder of Council Term  
Resolution 2026-009

Moved by: Councillor Pateman; Seconded by: Councillor Sharer  
WHEREAS Deputy Mayor Rickward has resigned from the Regatta Committee; AND WHEREAS this committee has traditionally had two members of Council be appointed to it; AND WHEREAS Councillor Sharer is still a member of the Regatta Committee; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney: Appoints Heather Pateman as an alternate in addition to Councillor Sharer to the Regatta Committee.  
CARRIED

7.8 Regatta Committee Application received

Resolution 2026-010

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

WHEREAS the Town has received an application to the Regatta Committee from Carmela Brown; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks Carmela Brown for her application to volunteer on the Regatta Committee. AND FURTHER THAT Council directs Staff to provide all committee applications to the relevant committee for approval.

CARRIED

**8. Notice of Motion - nil**

**9. Correspondence for Information**

Resolution 2026-011

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives correspondence list from January 15, 2026 for information; AND FURTHER THAT Council directs staff to write letters of support for the following items: 9.1 Hornepayne – Information and Sample Resolution re: New Tax Rate for Northern Ontario New Homes 9.2 Huron Shores re: Improvements to Hwy 11 & 17 9.3 Moosonee re: Strengthening Self Defense / Home Invasions 9.4 Letter of Support – Solve the Crisis and Winter Homelessness Program Support

CARRIED

**10. By-laws**

Resolution 2026-012

Moved by Deputy Mayor Rickward; Seconded by: Councillor Beaucage

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 Being a By-law to Regulate Entrances onto Municipal Roadways “The Entrance By-law”

10.2 Being a By-law to set an Interim Tax Levy for the Town of Kearney

10.3 Being a By-law to amend By-law 2024-46 Agreement with Almaguin Snowmobile Club

**11. Closed Session**

Resolution 2026-013

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 7:47 pm under Section 239 of the Municipal Act, under the following subsections:

(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board

(2)(d) Labour Relations or Employee Negotiations

CARRIED

Resolution 2026-014

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 9:04 pm

CARRIED

Resolution 2026-015

Moved by: Councillor Sharer; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney declares the following parcels as surplus: PCL Proudfoot Con 10 Pt lot 8 RP PSR1218 Part 111 PCL 13444 S/S, PCL Proudfoot Con 10 Pt lot 8 RP PSR1218 Part 107 PCL 13444

CARRIED

**12. Confirming By-law**

Resolution 2026-016

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

BE IT RESOLVED that By-law 2026-04 being a by-law to Confirm the Proceedings of the Special Meeting of December 17, 2025 and Regular Meeting of January 15, 2026, 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 2026-017

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 9:07 pm

CARRIED

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

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Mayor

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Clerk

DRAFT

**The Corporation of the Town of Kearney**

**SPECIAL COUNCIL MEETING MINUTES  
Council Chambers  
Thursday, January 22, 2026 – 10:30 am.**

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

**Staff Present:** Nicole Gourlay, CAO/Clerk (CAO)  
Jenny LeBlond, Treasurer (T)  
Paul Schaefer, Fire Chief/Chief Building Official (FC/CBO)  
Tom Young, Public Works Superintendent (PW)

Staff and Council were present for the entirety of the meeting.

**1. Call the Meeting to Order**

The meeting was called to order at 10:30 am.

**2. Approval of Agenda**

Resolution 2026-018

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of Thursday, January 22, 2026 as circulated.

CARRIED

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

**4. Items for Discussion**

**4.1 Draft 2026 Capital Budget Discussion #2**

Resolution 2026-019

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to: Obtain 3 quotations for the First Response Vehicle contrary to the Procurement Bylaw Section 6.2 due to the urgency of models currently available.

CARRIED

Resolution 2026-020

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves Staff to Tender for the Tandem Plow Truck immediately; AND FURTHER THAT Council authorize Staff to obtain 3 quotes contrary to Section 6.2 of the Town Procurement Bylaw for the cost of a used loader.

CARRIED

Resolution 2026-021

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the 2026 Capital Budget with the following changes: Remove \$450,000 of revenue for grants for Road Improvements; decrease road improvement expense by \$450,000; remove tractor cost of \$219,000; add zero-turn mower for \$10,000; borrow for the cost of the 2026 tandem should the interest rate for borrowing be no more than 2% higher than the current reserves interest rate; transfer \$250,000 from Public Works Equipment Reserves to pay for the used loader.

CARRIED

**6. Adjournment**

Resolution 2026-022

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 12:31 pm

CARRIED

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

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Mayor

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Clerk

DRAFT

**Town of Kearney**  
**A/P Batch Report Dec.31/25 - Jan.13/26**  
Batch: 2025-00139 to 2026-00005

Bank Code - AP - GENERAL AP

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
35353	12/31/2025	A.J. Stone Co. Ltd. 0000196667	Foam Firebull Flourine Free	932.25	932.25
35354	12/31/2025	CRA - Receiver General Dec 15-31/25	Source Deductions from Dec 15-31	13,140.18	13,140.18
35355	12/31/2025	CUPE Local 1813 Dec 2025 Dues	December Union Dues	714.27	714.27
35356	12/31/2025	Freightliner North Bay 171251N	Kit Service	518.59	518.59
35357	12/31/2025	Ministry of Finance - Ontario 342312251113088 421112251411152	Nov. OPP LSR Policing Services 2025 LSR CSPT Grant Balance	26,290.00 -997.00	25,293.00
35358	12/31/2025	OMERS Dec/25 Pension	December Pension Dues	13,299.22	13,299.22
35359	12/31/2025	Three Mile Truck & Trailer Repair 3024 3028	Service and repair Service and repair	1,941.08 1,113.75	3,054.83
35360	12/31/2025	Waste Connections of Canada 71130000360709	Recycling Dump and Return	3,900.65	3,900.65
35361	1/12/2026	2Beez Promotions 20230656 20230655 20230657	Apparrel Winter Neck Gaiter Promo Product - Stuffed Husky	1,956.93 198.43 430.81	2,586.17
35362	1/12/2026	Dylan Dault 1467 Dep. 1106 Dep	Banners (50% deposit on invoice) Signs (50% deposit on invoice)	276.85 1,363.91	1,640.76
35363	1/12/2026	Abell Pest Control A7630255 A7578916 A7574036	January Pest Control January Pest Control January Pest Control	178.47 65.61 62.15	306.23
35364	1/12/2026	AMCTO JL 233244 NG 229554	2026 Membership Renewal 2026 Membership Renewal	533.36 533.36	1,066.72
35365	1/12/2026	AMO 000979	2026 Membership Renewal	2,121.83	2,121.83
35366	1/12/2026	Bell Canada Jan 7/26	January Telephone	87.22	87.22
35367	1/12/2026	Bell Canada (Internet) Dec 19/25	January Internet	180.68	180.68
35368	1/12/2026	Comer, Colleen 510859	Sunday Dinner (Feb.8/26)	3,000.00	3,000.00
35369	1/12/2026	Cunningham, Jim JC Feb 6/26	Officiating Services	1,000.00	1,000.00
35370	1/12/2026	D.P.S.M.A 2026-08	2026 Membership Renewal	200.00	200.00
35371	1/12/2026	Glen Martin Ltd. 428514 428514 FD	KCC Supplies Station Supplies	374.74 74.51	449.25
35372	1/12/2026	OGRA 373	2026 Membership Renewal	884.20	884.20

**Town of Kearney**  
**A/P Batch Report Dec.31/25 - Jan.13/26**  
Batch: 2025-00139 to 2026-00005

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Reference	Invoice Amount	Payment Amount
		Invoice #			
35373	1/12/2026	Grenier, Jason			
		JG Jan10/26	Supply Reimbursement	12.60	12.60
35374	1/12/2026	Huronia Alarm & Fire Security			
		1376060	1st qtr alarm monitoring (Jan-Mar)	81.36	81.36
35375	1/12/2026	Moore Propane Ltd.			
		1488869	2026 Propance Tank Rental #1	67.80	
		1488870	2026 Propance Tank Rental #2	67.80	
		6026545	Propane Fill Jan 5	576.24	711.84
35376	1/12/2026	Near North Laboratories Inc.			
		113208 KCC	January Water Sample Testing	29.21	
		113208 FD	January Water Sample Testing	29.21	
		113208 PW	January Water Sample Testing	29.21	87.63
35377	1/12/2026	Rogers Wireless			
		Dec 20/25 I-Pro	January Internet Pro	90.40	90.40
35378	1/12/2026	Corp. of the Town of Kearney			
		R.03-08-01-2026	Purse	800.00	
		R 03-08-01-2026	Float	10,025.00	10,825.00
35379	1/12/2026	Township Of Ryerson			
		2025-099	Accrual FirePro 2 Service Contract	119.57	119.57
35380	1/13/2026	MPAC			
		1800039671	1st qtr Billing (Jan - Mar Services)	15,109.28	15,109.28
				Total Computer Cheque:	101,413.73

**EFT**

Payment #	Date	Vendor Name	Reference	Invoice Amount	Payment Amount
		Invoice #			
170	12/31/2025	Agriculture Forestry Construction Inc.			
		8299	Service and repair	296.63	296.63
171	12/31/2025	Annex Business Media Inc.			
		BK0021153	Workbooks - Essentials of Fire Fig	123.86	
		RTN0000580	Credit for returned product	-113.00	10.86
172	12/31/2025	Bowman Fuels Ltd.			
		826209	Diesel Fill Dec 29/25	1,688.80	
		826136	Diesel Fill Dec 24/25	1,413.13	3,101.93
173	12/31/2025	Bugelli, Lisa			
		024	December Fitness Instructor Fees	800.00	800.00
174	12/31/2025	Fetterley's Gas & Convenience c/o			
		Dec18-30/25 FD	Vehicle Fuel Purchases	135.60	
		Dec18-30/25 BD	Vehicle Fuel Purchase	95.77	
		Dec18-30 Trk 11	Vehicle Fuel Purchase	60.01	291.38
175	12/31/2025	Harvie, Kent			
		KH Dec30/25 CP	Nov. & Dec. Cell Phone Usage	60.00	60.00
176	12/31/2025	Harvie, Leslie			
		LH Dec30/25 KM	Sept to Dec - KMS for bank depos	28.80	28.80
177	12/31/2025	Hydro One Inc.			

**Town of Kearney**  
**A/P Batch Report Dec.31/25 - Jan.13/26**  
Batch: 2025-00139 to 2026-00005

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		Jan 5/26 Admin		November Hydro	1,386.09	
		Jan 5/26 P.Lib		November Hydro	369.62	
		Jan 5/26 KCC		November Hydro	2,864.58	
		Jan 5/26 LPark		November Hydro	153.81	
		Jan 5/26 KWTS		November Hydro	158.10	
		Jan 5/26 StLts		November Hydro	325.48	
		Jan 5/26 PDock		November Hydro	29.74	
		Jan 5/26 Kal.TS		November Hydro	76.53	
		Jan 5/26 PW		November Hydro	612.33	
		Jan 5/26 FD		November Hydro	337.08	6,313.36
178	12/31/2025	<b>Leblond, Jenny</b>				
		JLOct-Dec/25 CP		Oct to Dec Cell Phone Usage	90.00	90.00
179	12/31/2025	<b>Russell Christie LLP</b>				
		52097464Jan5/26		General Legal Re. D Rock Paving	562.40	562.40
180	12/31/2025	<b>Sunbelt Rentals of Canada Inc.</b>				
		79026663-0001.		Manlift Rental for Placing Banners	462.17	
		79026663 Int		Interest Charge	6.93	469.10
181	12/31/2025	<b>Wurth Canada Ltd</b>				
		26604412		Hex Bolts	86.39	86.39
182	1/13/2026	<b>ADR Chambers</b>				
		9768 A/25	<b>Accrual</b>	File IC35724-1025 Code Complain	1,921.00	1,921.00
183	1/13/2026	<b>Annex Business Media Inc.</b>				
		BK0021337		Hazardous Materials for First Resp	455.43	455.43
184	1/13/2026	<b>Bowman Fuels Ltd.</b>				
		827435		Diesel Fill Jan 5	494.34	494.34
185	1/13/2026	<b>Canadian Microwave</b>				
		15608		January Pevensey Tower/Shelter	395.50	395.50
186	1/13/2026	<b>Currie Truck Centre</b>				
		0596155P		Sealed Beam	62.62	62.62
187	1/13/2026	<b>Fibernetics Corporation</b>				
		772123		January Telephone Services	186.33	
		772126		January Telephone Services	39.48	
		772149		January Kallio Telephone Services	95.92	
		772163		January KWTS Telephone Service	33.83	
		772167		January Telephone Services	33.89	389.45
188	1/13/2026	<b>Gourlay, Nicole</b>				
		NG Plan/25	<b>Accrual</b>	Mileage for Conferences	387.36	
		NG KMS/25	<b>Accrual</b>	KMS for Lunch @ Active Living Ce	7.81	
		NG Cell/25	<b>Accrual</b>	Nov / Dec Cell Phone Usage	100.00	495.17
189	1/13/2026	<b>1450962 Ont Inc.</b>				
		I4639	<b>Accrual</b>	Dec Service Kallio outdoor portabl	56.50	
		I4641	<b>Accrual</b>	Dec Service KWTS outdoor portab	79.10	
		I4642	<b>Accrual</b>	Dec Service L.Park outdoor portab	259.90	395.50
190	1/13/2026	<b>REV - Kearney &amp; Area Public Library</b>				
191	1/13/2026	<b>Lake Country Office Solutions</b>				
		115993		Laptop / Windows 11 Pro	2,248.70	
		116251	<b>Accrual</b>	December Photocopy Fees	392.84	
		116473		January Fax Service Fees	33.90	2,675.44
192	1/13/2026	<b>Mathews, Dinsdale, &amp; Clark</b>				

**Town of Kearney**  
**A/P Batch Report Dec.31/25 - Jan.13/26**  
Batch: 2025-00139 to 2026-00005

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			504249	Accrual Legal Re: Negotiations	116.39	
			504250	Accrual Legal re: General Labour & Emplo	8,459.18	8,575.57
193	1/13/2026	<b>Glendyn Consulting Inc. T/A</b>	2025/2026-03991	2026 Software Maintenance Rene	5,616.00	5,616.00
194	1/13/2026	<b>Netspectrum</b>	109166	January Internet	74.52	74.52
195	1/13/2026	<b>OBOA - Building Administration Chapt</b>	CF Mem Jan/26	2026 Chapter Membership Renew	25.00	25.00
196	1/13/2026	<b>Russell Christie LLP</b>	52097419 Sept24	Accrual Legal Re: Frontier Lane Plan M5	1,541.72	
			52097435 Dec16	Accrual Legal Re: Rock Point Road	341.88	
			52097439 Jan 6	Accrual Almaguin Snowmobile Club	136.62	
			52097442 Nov 5	Accrual General Matters	4,517.24	
			52097435 Dec 16	Accrual Rock Point Road	341.88	
			52097440 Dec 16	Accrual SRA Closing (Mackay)	2,392.99	
			52097442 Jan 6	Accrual General Matters 2025	169.84	9,442.17
197	1/13/2026	<b>SDB Truck &amp; Equipment Repairs</b>	13949	Accrual Safety Inspection	1,017.00	1,017.00
198	1/13/2026	<b>The Smith Investigation Agency Inc.</b>	6987-0126	Retainer - Interview Case	5,000.00	5,000.00
199	1/13/2026	<b>Telequip Systems Limited</b>	TELEQIN136524	February Radio Usage	237.30	237.30
200	1/13/2026	<b>Corporation of the Township Of Armou</b>	RDS26-01	2026 Kearney/Armour Rd Maint Aq	4,068.00	4,068.00
201	1/13/2026	<b>TransCanada Safety</b>	74838	Accrual Leatherhead Tools Pike Pole	684.69	
			71223	Accrual Nozzle Gasket	33.90	
			70211	Accrual Power House Washer for Fire Hos	849.20	1,567.79
202	1/13/2026	<b>Trackmatics Inc.</b>	44489 Trk4	January GPS Monitoring	72.13	
			44489 Trk 6	January GPS Monitoring	72.13	
			44489 Trk 10	January GPS Monitoring	72.13	
			44489 Trk11	January GPS Monitoring	72.13	
			44489 Trk12	January GPS Monitoring	72.14	
			44489 Grader	January GPS Monitoring	72.14	
			44489 BD	January GPS Monitoring	66.67	
			44489 FD	January GPS Monitoring	287.01	
			44489 Pks	January GPS Monitoring	110.74	
			44489 TS	January GPS Monitoring	66.67	963.89
203	1/13/2026	<b>Kearney &amp; Area Public Library</b>	Lib 50% Levy/26	2026 Levy - Paid 50% of 2025 Buc	28,600.00	28,600.00
				Total EFT:		84,582.54
				Total AP:		185,996.27

# The Corporation of the Town of Kearney

## RECREATION COMMITTEE MINUTES

Tuesday, November 26, 2025 – 2:00 p.m.  
Seniors Room

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**Members Present:** CAO/Clerk Nicole Gourlay, Councillor Jill Sharer, Bea Dubuc, Janet Dunsmore, Tracey Mashinter, Pauleen Patton and Debbie Watson.

**Regrets:** Patti Kennerly

**1. Call the Meeting to Order at 2:05pm**

**2. Approval of Agenda**

Res. No. 60-25 Tracey Mashinter, Janet Dunsmore

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

CARRIED

**3. Disclosure of Interest**

None Noted.

**4. Delegations/Presentations**

None

**5. Adoption of Previous Meeting Minutes**

Res. No. 61-25 Tracey Mashinter, Debbie Watson

BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the minutes of October 28<sup>th</sup> 2025 as circulated.

CARRIED

**6. Items for Discussion**

6.1. Staff Activity & Programming Report

The CAO/Clerk provided an update to the Committee

Councillor Sharer joined the meeting.

6.2. Additional Exercise Class with Amanda

The committee discussed costs, timing etc. with the information from the potential instructor.

Res. No. 62-25 Bea Dubuc, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney directs the CAO/Clerk to organize an evening fitness class with Amanda Mashinter for 8 week block at \$100.00 for an hour class.

CARRIED

6.3. Yoga classes for 2026

Res. No. 63-25 Debbie Watson, Tracey Mashinter

BE IT RESOLVED that the Recreation Committee of the Town of Kearney directs the CAO/Clerk to organize a 10 week block for yoga to continue at \$75/block \$15/drop in.

CARRIED

6.4. Christmas Decorating Contest

The CAO/Clerk outlined we only have 2 people registered. Staff with resend out and share and hopefully we will have more participants before the deadline.

6.5. Debrief on Halloween Party

The party went off very well again! We have had a lot of positive feedback on everything. The committee would like to remove the ring toss and add a new game. We should use bean bags instead of tennis balls for the one game to not have people running all over the gym to retrieve balls. Looking to do some more interactive things like jello and other food items kids will put their hands in and the committee agreed that having cookies for decorating was better than cupcakes.

6.6. Update on Canada Day 2026

CAO/Clerk to ask Tobin Spring about what he can do for \$1500.00 all in on Canada Day – full band or part. Committee would like to keep this event smaller just 12-4 or something like that. Face painting, maybe inflatables, close the road for a portion of the day if needed to allow for some engagement with downtown businesses etc.

Res. No. 64-25

Janet Dunsmore, Bea Dubuc

BE IT RESOLVED that the Recreation Committee of the Town of Kearney approves a band for Canada Day 2026 in the amount of \$1500.00.

CARRIED

6.7. Update on Movie Night 2026

CAO/Clerk gave update that Staff had reached out to the movie company for our preferred dates, still waiting to hear back.

6.8. Update on Music at Mirror Bay – set date to view YouTube performances

The Committee agreed that on December 18<sup>th</sup> we would have a quick meeting to go over the applications from performers and decide on who to reach out to for Music in Mirror Bay for 2026 at 10:30am.

**7. Adjournment**

Res. No. 65-25

Debbie Watson, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 3:45p.m. to meet again at 10:30am on December 18<sup>th</sup> 2025.

CARRIED

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

# The Corporation of the Town of Kearney

## RECREATION COMMITTEE MINUTES

Thursday, December 18, 2025 – 10:30am  
Seniors Room

---

**Members Present:** CAO/Clerk Nicole Gourlay, Bea Dubuc, Janet Dunsmore, Tracey Mashinter, and Pauleen Patton.

**Regrets:** Patti Kennerly, Jill Sharer and Debbie Watson.

**1. Call the Meeting to Order at 10:35am**

**2. Approval of Agenda**

Res. No. 66-25                      Bea Dubuc, Janet Dunsmore

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

CARRIED

**3. Disclosure of Interest**

None Noted.

**4. Delegations/Presentations**

None

**5. Adoption of Previous Meeting Minutes**

None

**6. Items for Discussion**

6.1. Music in Mirror Bay for 2026

The CAO/Clerk provided the Committee with the dates available in June- Labour Day weekend. The committee all provided (those not present provided their list in advance of the meeting) their top 8 performers. The Committee discussed which top 8 performers and created 1<sup>st</sup> and 2<sup>nd</sup> choice dates for each of those performers to be contacted based on the performers availability. The Committee was impressed with the response from the public on the call out as we received 12 submissions for the 8 weeks, some were not chosen for this coming season.

**7. Adjournment**

Res. No. 67-25

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 11:4a.m. to meet again on January 13<sup>th</sup> 2026 at 2:00pm.

CARRIED

---

Chair

---

Secretary



### Staff Report

**Staff Report No.** SR2026-09  
**Date:** February 5, 2026  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Cindy Filmore, Deputy Clerk (DC)  
**Subject:** Rock Point Road Deviation

---

#### **Recommendation:**

That Council receives this report from the DC and directs Staff to move forward with the process to rectify the deviation and the resultant bill be sent to the local Planning Board.

#### **Background:**

In August of 2024, Council was presented with report SR2024-53 outlining a situation involving past issues that are affecting the road system today. While the situation first arose in 1975, prior to Proudfoot Township being a part of the Town of Kearney, it appears that Plan 42R-4259 was registered, recognizing a plan of subdivision along Rock Point Road. While what is now known as Rock Point Road appears to have already been in existence as part of PSR 1107 and PSR 29 (two severances that appear to have taken place sometime before 1975), this plan identified Part D on Plan 42R-4259, however it remained in the name of the property owner of the day and did not get transferred to the Crown (the approval authority at the time).

In 2010, a subdivision was created off Rock Point Road on Sand Lake. At that time, the conditions of the subdivision required that any portions of Rock Point Road which were identified as deviations from the original road plan that were across the applicant's property were to be transferred to the Town at the applicants' expense. At that time, it appears that a particular deviation which was identified on Plan 42R-4259 as Part D was not recognized as needing to be transferred to the Town.

An additional severance was then completed in 2013 and similarly, a condition of consent was that any deviations of Rock Point Road that cross the applicant's property were to be identified and ownership transferred to the Town. At this time, Part D on Plan 42R-4259 was clearly outlined as a deviation on the applicant's property, but again, Part D was not transferred.

Staff have met with the landowners, and understand the planning board has turned down our request to share the costs, despite their issuance of conditions for consent and their being the final authority of severance, and are working to fix this issue.

In an effort to ensure the road system is being properly maintained, and as Staff is working towards this goal across the municipality, this portion of property can and should be moved into the Town's hands to allow for protection from liability for the current landowner. It also provides the Town to own outright the asset in which it is maintaining.

#### **Analysis:**

Staff contacted legal counsel to aid in determining the proper process for ensuring this situation could be remedied. Legal counsel has advised that a process similar to what was used by Council at the corner of Echo Ridge Road and Clam Lake Road could be used in this situation. It is preferable for the Town to have rightful ownership of municipally maintained roads for all involved.

In this instance, on multiple occasions, Part D on Plan 42R4259 was missed by both the planning board and the Town and as such, Staff feel that it may be prudent to submit the resultant bill to the local Planning Board to acknowledge their errors and share the costs.

Since the parcel is legally described in a registered plan, the transfer is quite simple, we assume a survey will

not be required. Council had approached the Echo Ridge Rd transfer by absorbing the costs for the transfer as the owner had provided the survey. In this instance, the survey has already been provided. While all applications are individual and can't be all treated the same, Staff have reviewed other similar applications to this and determined a rough estimate of cost to be around \$5,000 total.

**Conclusion:**

While this is a somewhat unique situation, Staff feel this is the most fair and accurate way to deal with the mishap that occurred multiple times throughout the years. Staff suggest Council approve this "gifting" of land from Mr. O'Hara in principle and direct Staff to move forward with absorbing the lands into our roads system.

**Prepared By:**

Cindy Filmore, Deputy Clerk

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**NOTICE OF PROPOSED ROAD CLOSING AND SALE BY-LAW**

TAKE NOTICE that the Council of The Corporation of the Town of Kearney (the "Town") intends to pass a by-law to close part of the original shore road allowance lying in front of Lot 5, Concession 8 Geographic Township of Bethune; Town of Kearney, more particularly described in Schedule "A" hereto (the "Lands") and to authorize the sale of the Lands.

THE CLOSURE shall be made pursuant to Section 34 of the Municipal Act, 2001 and the sale in accordance with Sections 8 and 9 of the said Municipal Act.

ANY PERSON wishing to comment on the proposed sale may submit comments in writing by 4:30 p.m. on the 4th day of February, 2026 to the Clerk of the Town at the address set out below. Also at the Council meeting Council will hear electronically any person or counsel/solicitor or agent who claims that his/her land will be prejudicially affected by the by-law and who applies to be heard. Please contact the Clerk for more information as to how a person may attend the meeting electronically.

THE COUNCIL of the Town will give consideration to all submissions received in writing or made at the Council meeting and will then determine whether or not to proceed with the passage of the said by-law.

THE SAID by-law will come before Council for consideration at the Council meeting to be held at 6:00 p.m. on the 5th day of February, 2026, in the Council Chambers at 8 Main Street, Kearney, Ontario.

Nicole Gourlay, Clerk Administrator  
The Corporation of the Town of Kearney  
8 Main Street, P.O. Box 38  
Kearney, ON P0A 1M0  
(705) 636-7752

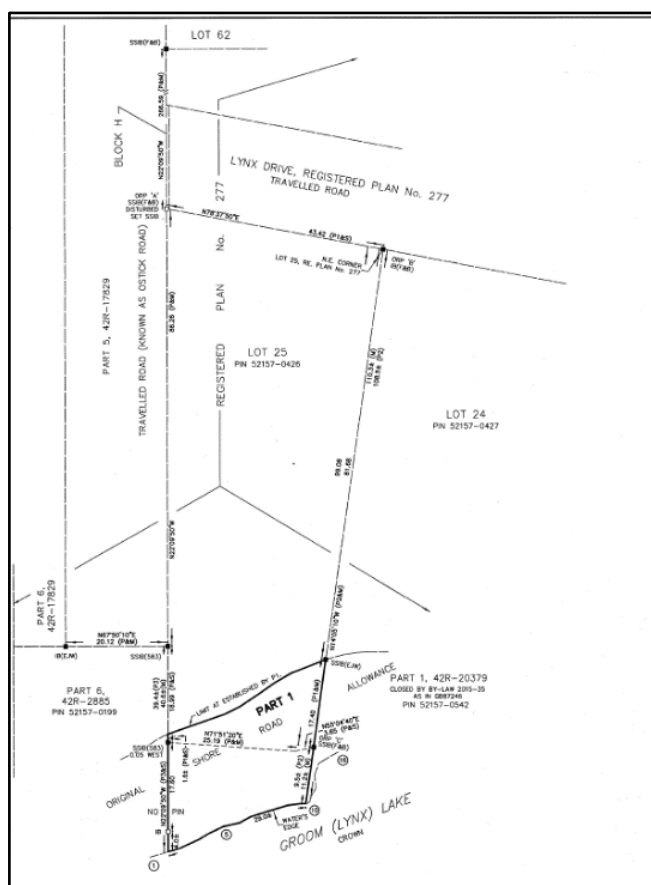
[nicole.gourlay@townofkearney.ca](mailto:nicole.gourlay@townofkearney.ca)

**SCHEDULE "A"**

Part of the original shore road allowance lying in front of Lot 5, Concession 8 Geographic Township of Bethune; Town of Kearney; designated as Part 1, Plan 42R22916.

A Key Map of the Lands is set out below:

**Key Map**





**Staff Report**

**Staff Report No.** SR2026 - 10  
**Date:** February 5, 2026  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Cindy Filmore, Deputy Clerk  
**Subject:** Shore Road Allowance Sale – 1845 Hwy 518 E

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**Recommendation:**

That Council approve, in principle, the sale of the shore road allowance in front of 1845 Hwy 518 E

**Background:**

Staff received the attached application to purchase the Shore Road Allowance in front of 1845 Hwy 518 E.

**Analysis:**

Both Staff and Legal Counsel have reviewed the application for anomalies and have determined that this matter involves 3 properties which may have interest in the shore road allowance, two of which are owned by the same property owners. In order to allow an opportunity for all adjoining landowners to be included, the matter should be part of the public process and direct communication with the third parcel owner will be pursued, should Council wish to support the sale of such shore road allowance in principle.

**Financial Implications:**

As all fees associated with this application are borne by the applicant(s).

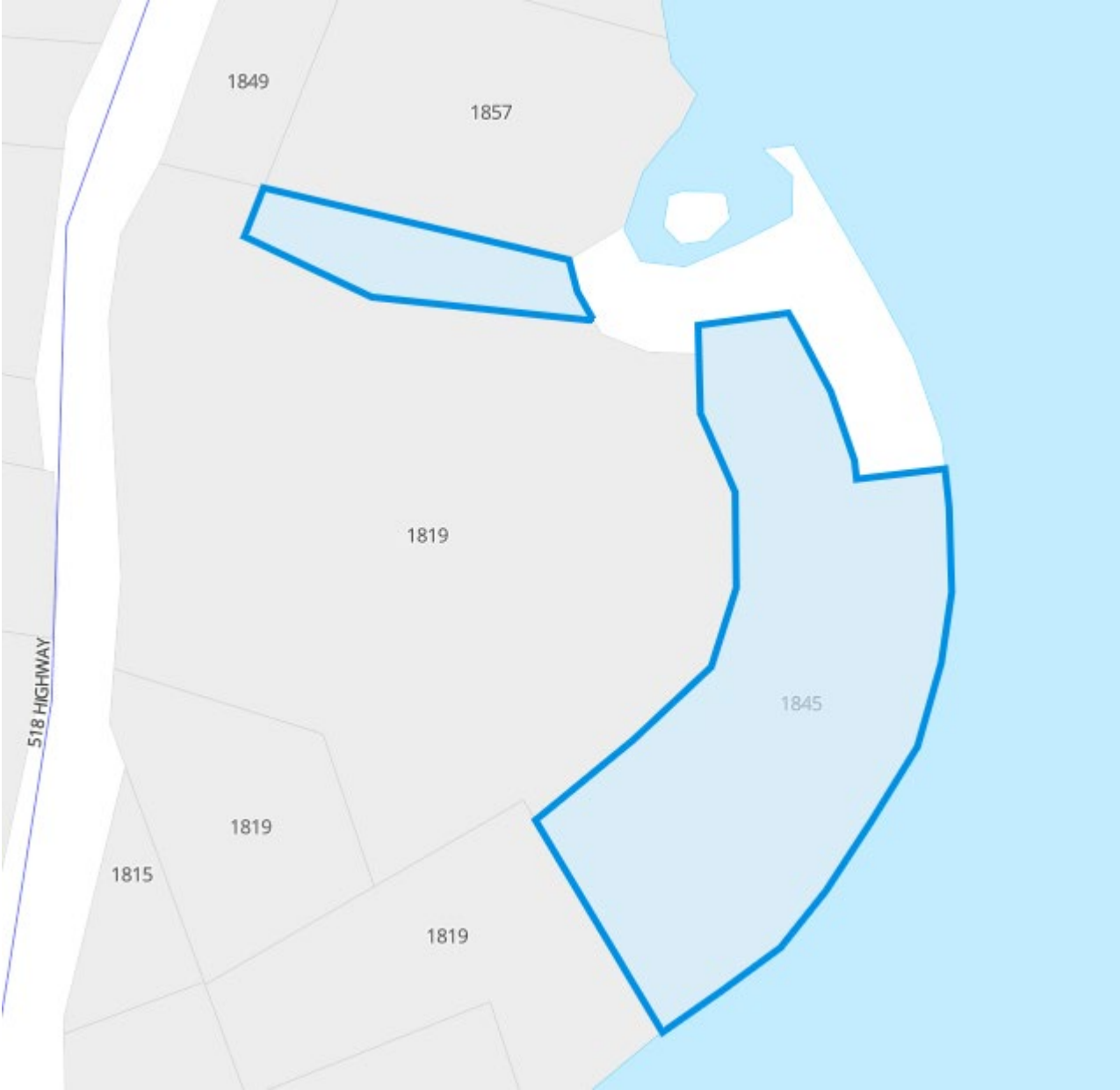
**Conclusion:**

Staff recommends that Council approve this Shore Road Allowance in principle to allow the application to move forward.

**Prepared by:**

Cindy Filmore, Deputy Clerk

Key Map



SRA #600 fee + \$1000 Deposit



Town of **Kearney**  
+ Appraised Value

**APPLICATION TO PURCHASE**

- SHORE ROAD ALLOWANCE
- ROAD ALLOWANCE

Only complete Applications will be processed. Please consult with staff if you have any questions.

**REGISTERED OWNER INFORMATION:**

Name of Owner(s): Shawn Klinner / Jay Mischeal  
 Address: 26 Eileen Ave, Toronto, Ont M6H 1W4  
Jay →  
 Telephone: 905 330 2678 / 519 239-4589  
 Email: sd.klinner@bell.net / jmischeal@yahoo.ca

**AGENT INFORMATION (if applicable):**

Name of Agent: \_\_\_\_\_  
 Company/Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**CORRESPONDENCE:** Please specify to whom all correspondence should be sent:  Owner  Agent  Both

**LOCATION OF PROPERTY:**

Lot: 35 Conc.: 11 Township: Perry Reference Plan: 42R13217 Part/Block/Lot: Part 1  
 Property Roll No.: 4918 - 010 - 001 - 03700 - 0000  
 Civic Address: 1245 Highway 518 East  
 Water Access only: \_\_\_\_\_  
 (Name of Waterbody)

**DESCRIPTION OF SUBJECT LANDS:**

(Shore Road Allowance) 1

Lot area (ha): Appx. 0.85 Lot Road Frontage (m): 0 Water Frontage (m): 210  
 Lot Depth (m): \_\_\_\_\_ Easements/Right-of-ways:  Yes  No If yes, describe purpose: \_\_\_\_\_

Existing Use of Property: The existing ~~road~~ shore road allowance has an ROW to our above property ~~area~~ location and we want to purchase it. We were direct to purchase through Pro Consult as we need additional frontage to sever the land into 2 lots

Are you aware of any previous Planning Act applications on the subject property?  Yes  No If Yes, please explain: \_\_\_\_\_

Type of application(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

**PAST PLANNING ACT APPLICATIONS:**

**OFFICIAL PLAN / ZONING STATUS:**

Official Plan designation: Townsite / Shoreline (Schedule B - Townsite)  
 Zoning designation: RTS

What is the proposed future use of the subject lands:

As Residential

**BUILDINGS, STRUCTURES AND USES**

Please complete the following for each Building or Structure:

	Building One		Building Two		Building Three	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Type of Building	<u>Cottage house</u>		<u>2 Sheds</u>	<u>Cottage/Hall</u>	<u>Garage/Sheds</u>	
Setback from Front Lot Line	<u>12m Approx</u>			<u>TBD</u>	<u>Currently</u>	
Setback from Rear Lot Line	<u>45m Approx</u>			<u>  </u>	<u>on</u>	
Setback from Side Lot Line	<u>3m   </u>			<u>  </u>	<u>SRA</u>	
Setback from Side Lot Line	<u>7.5m   </u>			<u>  </u>		
Height (m)	<u>6</u>			<u>  </u>		
Dimensions	<u>24x16 + 24x19'</u>			<u>  </u>		
Floor Area	<u>842 sqft</u>			<u>  </u>		
Date of Construction	<u>1960 App.</u>			<u>  </u>		
Existing Use	<u>Cottage house</u>			<u>Cottage/home</u>		

**REASONS FOR REQUEST**

Please describe the reasons for, and the extent of, the request:

Through the pre-consult we were required to purchase more land to allow use to meet the frontage requirements

**ACCESS**

Are the subject lands accessible by:

- Provincial Highway
- Municipal Road (seasonal maintenance)
- Municipal Road (year-round maintenance)
- Right of Way
- Unopened Road Allowance
- Water Access
- Other (describe) \_\_\_\_\_

**SERVICING**

- |                  |                          |                                     |                                     |
|------------------|--------------------------|-------------------------------------|-------------------------------------|
|                  | <u>Municipal</u>         | <u>Private</u>                      | <u>Other</u>                        |
| Water Supply     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Sewage Disposal  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Frontage on Road | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Storm drainage provided by:  Sewer  Ditch  Swale  Other: (describe) Lake

**OTHER APPLICATIONS**

Are the subject lands also the subject of another Planning Act application?  Yes  No

Consent

If yes, please provide a brief explanation, including the status of the other application: \_\_\_\_\_

**DRAWING**

Sketch required showing the following:

- Lot boundaries and dimensions of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the building or structures from the front yard lot line, rear yard lot line and side yard lot lines;
- Major features on the subject land and on the surrounding land. Examples include: buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
- The current uses on land that is adjacent to the subject land;
- The location, width and name of any road allowance, a public travelled road, a private road or a right-of-way;
- If access to the subject land is by water only, the location of the parking and docking facilities to be used; and
- The location and nature of any easement affecting the subject land.

Please see attached

**PERMISSION TO ENTER**

I hereby authorize the Elected Members of Town Council and Town Staff, to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this Application. This is their authority for doing so.

Date September 15, 2025

Shawn Fleming  
Signature of Registered Owner(s) or Agent

**FREEDOM OF INFORMATION**

I hereby provide authority for any information contained in this Application, to be released in accordance with the Freedom of Information and Protection of Privacy Act.

Date September 15 2025

Shawn Fleming  
Signature of Registered Owner(s) or Agent

**PAYMENT OF FEE AND DEPOSIT** (As per the Current Fees and Charges By-law)

- Application Fee
- Residential DEPOSIT Fee
- Commercial/Industrial/Institutional DEPOSIT Fee

**COST ACKNOWLEDGEMENT**

The DEPOSIT shall be used for all expenses incurred with regard to this Application. I hereby agree to pay for and bear the *entire cost and expense* for Consultants (i.e. planning, legal) and their services required by the Town of Kearney during the processing of this Application, in addition to the Application Fee. An additional deposit shall be required if the deposit is insufficient to complete the Application.

Date September 15, 2025

Shawn Fleming  
Signature of Registered Owner(s) or Agent

**Note:** All Invoices for payment shall be sent to the Registered Owner of this Application, unless otherwise requested.  
If the Applicant/Owner is a Corporation, the Applicant/Owner shall provide certification that he/she has the authority to Bind the Corporation.

**AFFIDAVIT**

I, Shawn Fleming, registered owner of the subject lands, declare that all of the above information is true and accurate.

Date Sept 15, 2025

Shawn Fleming  
Signature of Registered Owner(s) or Agent

**For Office Use Only**

Application Fee Paid  Deposit Paid

Certified by \_\_\_\_\_, that this application has undergone a pre-consultation with the Staff of the Town of Kearney to determine the information required to prepare a complete application.

Staff Initials: CF



**ONTARIO TRANSFER PAYMENT AGREEMENT  
POTHOLE PREVENTION AND REPAIR PROGRAM**

**THE AGREEMENT** is effective as of the 30<sup>th</sup> day of January 2026.

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by Hon. Minister of Transportation  
  
(the “Province”)**

- and -

**CORPORATION OF THE TOWN OF KEARNEY  
  
(the “Recipient”)**

**WHEREAS** the Recipient has requested funding from the Province for the Project (as defined in section A.1.2) and the Province has agreed to provide such funding to the Recipient subject to certain terms and conditions;

**AND WHEREAS** the Agreement sets out the terms and conditions upon which the Province has agreed to provide funds, up to the Maximum Funds (as defined in section A1.2) to the Recipient for the purpose of carrying out the Project, and upon which the Recipient has agreed to carry out the Project.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information
- Schedule “C” - Project Description and Timelines

Schedule “D” - Eligible Expenditures and Ineligible Expenditures  
Schedule “E” - Payment Plan  
Schedule “F” - Reporting and Compliance Audit  
Sub-Schedule F1 - Project Reports

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions, identified in Schedule “B” and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

**3.1 One and the Same Agreement.** The Agreement may be executed in any number of counterparts, with the same effect as if the Parties had signed the same document, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

**4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

**5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor*

*General Act (Ontario)*;

- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to:
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**- SIGNATURE PAGE FOLLOWS -**

**IN WITNESS WHEREOF** the Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Transportation

Date

Name: Prabmeet Sarkaria

Title: Minister

**CORPORATION OF THE TOWN OF  
KEARNEY**

Date

Name: Jennistine Leblond

Title: Treasurer

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Eligible Expenditures”** means the costs of the Project that are eligible for funding by the Province under the Agreement and that are further described in Scheduled D.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Final Report”** means the report described in Schedule “F”.

**“Funding Year”** means in the case, the period commencing on the Effective Date and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Materials”** means material, machinery, equipment and fixtures forming part of the Project.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F” and Sub-schedule “F1”.

**“Requirements of Law”** means all applicable requirements, laws, statutes,

codes, acts, ordinances, approvals, orders, decrees, injunctions, by laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities.

**“Substantial Performance”** means when the Work or a substantial part thereof has passed inspection and testing and is ready for use or is being used for intended purposes.

**A1.3 References** This Agreement refers to the following standards, specifications or publications:

**Ontario Provincial Standard Specifications, Construction**

OPSS PROV 127

OPSS MUNI 301

OPSS MUNI 303

OPSS MUNI 304

OPSS MUNI 310

OPSS MUNI 336

OPSS MUNI 337

OPSS MUNI 341

OPSS MUNI 369

**A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) that, unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient with \$38,000 in Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E" ; and

- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2 ;
- (b) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the maximum funds set out in Schedule B.”;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by any other funding program or source. .

**A4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose off any asset purchased or created with the Funds or for which the Funds were provided.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient’s allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

**A10.3 Subcontractor insurance.** The Recipient will ensure that any subcontractors retained to perform any part or parts of the Project will obtain and maintain all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would obtain and maintain.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the

Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;

- (d) the Recipient ceases to operate.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an

opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the maximum funds set out in Schedule B.”, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or courier.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

**A19.1 Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**A19.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A21.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A21.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

**A22.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

**A24.1 Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

**A25.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **A28.0 ELECTRONIC SIGNATURE**

**A28.1 Electronic Signature.** The Province and the Recipient agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. An electronic signature of an authorized signing representative may be evidenced by (i) a manual signature, (ii) a digital signature including the name of the authorized signing representative in the respective signature line of the Agreement, (iii) an image of a manual signature, (iv) an Adobe signature, or (v) any other digital signature with the prior written consent of both Parties, placed in the respective signature line of the Agreement and the Agreement delivered by electronic means to the other Party,

including by email.

**END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	\$38,000
<b>Program Title</b>	Pothole Prevention and Repair Program
<b>Expiry Date</b>	June 30, 2026
<b>Insurance</b>	\$ 5,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Position: James Flanders, Team Lead, Special Highway Operations Initiatives Highway Operations Management Branch, Operations Division Address: 2 <sup>nd</sup> Floor 301 St. Paul Street St. Catharines, Ontario L2R 7R4  Email: PPRP@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Position:  Address:  Fax:  Email:
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Position:  Address:  Fax:  Email:

**Additional Provisions:**

None

**SCHEDULE “C”  
PROJECT DESCRIPTION AND TIMELINES**

**C1.0 PROJECT DESCRIPTION**

**C1.1 Project Details.** The Project will use the pothole prevention and repair measures set out in section C1.2, C1.3 and C1.4 on road(s) under the jurisdiction of the Recipient. The Project will deploy one or a combination of the methods set out in this Schedule “C”.

**C1.2 Pothole Prevention Strategies**

- (a) Rout and Seal, means routing, cleaning and sealing cracks using hot poured rubberized asphalt sealant compound as per OPSS MUNI 341.
- (b) Microsurfacing means applying a thin lift of polymer modified asphalt emulsion mix to distressed pavement.as per OPSS MUNI 336.
- (c) Slurry Seal means applying a homogeneous mixture of emulsified asphalt, fine aggregates, water, mineral filler, and, if required, additive in a cold fluid state on a prepared bituminous surface as per OPSS.MUNI 337.
- (d) Single Surface Treatment means a single application of bituminous binder followed by a single application of Class 1, Class 2, Class 3, Class 4, Class 5, or Class 6 aggregate as per OPSS.MUNI 304
- (e) Double Chip Seal means two successive single chip seals with different aggregate gradations as per OPSS.MUNI 303.and
- (f) Granular In-Fill and Grading, Drainage and Stabilization of Unpaved Roadways means surfaces that are typically existing granular but may include sub grade soil surfaces as per OPSS.MUNI 301.

**C1.3 Pothole Repair Strategies**

- (a) Hot Mix Asphalt (HMA) Patching of Flexible Pavement means resurfacing localized areas of distressed pavement using Hot Mix Asphalt as per OPSS MUNI 310.
- (b) Scarification and Grading of Unpaved Roadways means uniform loosening of the roadway surface to remove damaged areas such as raveling and potholes as per OPSS.MUNI 301.
- (c) Concrete – Pavement and Joint Seal Repairs means sawcutting, cleaning and sealing or resealing cracks in concrete pavement and concrete base as per OPSS MUNI 369.

**C1.4 Other**

- (a) Project design works related to pothole preservation and repair works that will be completed between April 1, 2025 and March 31, 2026.

## **C2.0 PROJECT TIMELINES**

**C2.1 Project Timelines.** The Recipient will begin the Project by April 1, 2025, and will achieve Substantial Performance of the Project by March 31, 2026.

## **SCHEDULE “D”**

### **ELIGIBLE AND INELIGIBLE EXPENDITURES**

#### **D1.0 ELIGIBLE EXPENDITURES**

**D1.1 Eligible Expenditures.** Subject to Article D2.0, Eligible Expenditures include the direct costs incurred and paid by the Recipient between April 1, 2025, and March 31, 2026 and that, in the opinion and at the sole discretion of the Province, are considered to have been properly and reasonably incurred and are necessary for the successful implementation of the Project, and include:

- (a) Purchase and delivery of materials required for the Project;
- (b) Project design related to preservation and repair works that will be completed between the period of April 1, 2025, and March 31, 2026;
- (c) Labour for contracted construction and repairs if used for Eligible Expenditures;
- (d) Recipient-owned equipment to be reimbursed at OPSS 127 Rates if used for Eligible Expenditures;
- (e) Updating Road Condition Reports if prepared by an external consultant;
- (f) Any other costs, as determined by the Province from time to time and at its sole discretion.

**D1.2 Required Documentation.** Eligible Expenditures must be documented through paid invoices or original receipts, or both, satisfactory to the Province.

#### **D2.0 INELIGIBLE EXPENDITURES**

**D2.1 Ineligible Expenditures.** Without limitation, the following costs, unless they have received the prior written approval of the Province, will be considered Ineligible Expenditures:

- (a) Costs not associated with the Project;
- (b) Costs incurred before April 1, 2025, or after March 31, 2026;
- (c) Costs associated with feasibility studies and design work that will not be completed between April 1, 2025 and March 31, 2026;
- (d) Any costs related to a project that has already received funding for eligible expenses from another funding source;
- (e) Administrative costs;
- (f) Audit and financial reporting costs;
- (g) Any other costs, as determined by the Province from time to time and at its sole discretion.

**SCHEDULE “E”  
PAYMENT PLAN**

<b>Project Milestones</b>	<b>Required Reports/ Documents</b>	<b>Date</b>	<b>Payment</b>
<b># 1 TPA Dually Executed</b>		January 30, 2026 to February 27, 2026	100% of Maximum Funds
<b># 2 Compliance Reporting</b>	<ul style="list-style-type: none"> <li>• As per F1.1</li> </ul>	January 30, 2026	
<b># 3 Final Reporting</b>	<ul style="list-style-type: none"> <li>• As per F2.1</li> </ul>	April 17, 2026	

## **SCHEDULE “F” REPORTING AND COMPLIANCE AUDIT**

### **F1.0 DEFINITION**

**F1.1 Definition.** In this Schedule “F”:

**“Generally Accepted Auditing Standards”** means Canadian Generally Accepted Auditing Standards as adopted by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board applicable as of the date on which such a record is kept or required to be kept in accordance with such standards.

### **F2.0 REPORTS, DOCUMENTS AND SUBMISSION DATES**

**F2.1 Description and Submission Dates** The Recipient will submit to the Province, at the email address [pprp@ontario.ca](mailto:pprp@ontario.ca), the Reports and other documents described as requested that are further described in Sub-schedule “F1” and section A.10.2 by their respective submission dates.

### **F3.0 COMPLIANCE AUDIT**

**F3.1 Compliance Audit.** The Province may, at its sole discretion and within timelines set out by the Province, request that the Recipient carry out a Project compliance audit in accordance with Generally Accepted Auditing Standards and delivers the corresponding compliance audit report(s) within the timelines set out by the Province.

**F3.2 Compliance Audit Requirements.** If the Province requests a Project compliance audit pursuant to section F3.1, the Recipient will retain at the Recipient’s expense and within the timelines set out by the Province, an accredited external independent auditor(s) to carry out the audit and will deliver any compliance audit reports(s) from such audit to the province within seven Business Days of the Recipient’s receipt of the report.

**F3.3 Compliance Audit Objectives.** The key objectives of the compliance audit(s) are to:

- (a) determine whether Funds were expended for the purposes intended and with due regard to the economy, efficiency and effectiveness;
- (b) determine compliance with the Agreement;

- (c) ensure that the Project, Reports and other reports, and financial information are complete, timely, accurate, in accordance with the terms and conditions of the Agreement;
- (d) ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of the service performance measures;
- (e) assess the overall management and administration of the Project;
- (f) provide recommendations for improvement or redress; and
- (g) ensure that prompt and timely corrective action is taken on audit findings.

## **SUB SCHEDULE “F1” PROJECT REPORTS**

### **F1.0. COMPLIANCE REPORT**

**F1.1.** The Recipient shall submit the following to the Province by January 30<sup>th</sup>, 2026:

- (a) a copy of the Recipient’s 2022 Asset Management Plan or current;
- (b) a copy of the Recipient’s most recent Pavement/Road Condition Reports;
- (c) a confirmation of submission of the Recipient’s 2024 Financial Information Return to Ministry of Municipal Affairs and Housing;
- (d) the number of pothole complaints received by the Recipient in the 2024 and 2025 calendar years, as available;
- (e) additional information requested by the Province.

### **F1.2.0 FINAL REPORT**

**F1.2.1 Description and Submission Date.** The Recipient shall submit to the Province a description of the activities completed and certify the completion of the Project as per the Agreement. The reporting period for the Projects and information that pertains to them is April 1, 2025 to March 31, 2026. The deadline to submit required reporting is April 17, 2026.

The final report will include the following:

- (a) Quantitative data on road maintenance supported by the Program, that the Recipient carried out, including the number of kilometres maintained;
- (b) Project details of activities and/or materials related to the use of the Funds. Examples of accepted documentation include: invoices and payment certificates, post construction report, purchase and delivery of assets or supplies;
- (c) Other activities that achieved the Project’s objectives.

**F1.2.2 Reporting Failure.** The Province requires submission of the program reports to inform future development of the Program, ensure effective administration and monitor performance of the Program. Any failure by the Recipient to provide Reports to the Province as set out in this Agreement may result in an Event of Default by the Recipient under Section A12.1.

## ONTARIO FIRE PROTECTION GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the

(The “Effective Date”)

**B E T W E E N:**

**His Majesty the King in right of Ontario  
as represented by the Solicitor General**

(referred to as the “Province”)

- and -

CORPORATION OF THE TOWN OF KEARNEY

(the “Recipient”)

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

- 4.1 This Agreement may be amended upon the agreement of all Parties, which shall be executed in writing.

### **5.0 ACKNOWLEDGEMENT**

- 5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario;
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and

- (f) the Province is bound by the Financial Administration Act (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Solicitor General**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Carrie Clark

**Title:** Deputy Fire Marshal

CORPORATION OF THE TOWN OF KEARNEY

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title:**

I have authority to bind the Recipient

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title:**

I have authority to bind the Recipient

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means.

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the

period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b) and includes any such period or periods of time by which the Province extends that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C” and as may be amended from time to time.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and

provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) procedures to enable the Recipient's ongoing effective functioning;
- (b) decision-making mechanisms for the Recipient;
- (c) procedures to enable the Recipient to manage Funds prudently and effectively;
- (d) procedures to enable the Recipient to complete the Project successfully;
- (e) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (g) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

##### **A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution;
  - (ii) is in the name of the Recipient; and
  - (iii) is registered in TPON.

##### **A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

##### **A4.3 Use of Funds and Carrying Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

##### **A4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Interest. Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with

an actual, potential, or perceived conflict of interest;

- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTING, ACCOUNTING AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing

any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs;

- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and
- (d) obtain prior written approval from the Province before using any logo or symbol of the Government of Ontario, the Ministry of the Solicitor General or the Office of the Fire Marshal in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

**A8.2 Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

**A9.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will,

- (a) provide to the Province, either,
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** This Agreement may be terminated by the Province at any time without liability, penalty, or costs upon giving at least thirty (30) days prior written Notice to the Recipient.

**A11.2 When Termination Effective.** Termination under Article A11.1 will take effect as provided for in the Notice.

**A11.3 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further installments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b);
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

## **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in

the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with

any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

**A19.1 Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**A19.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A21.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A21.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

**A22.1 Governing Law.** The Agreement and the rights, obligations and relations of the

Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

**A24.1 Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

**A25.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A.8, Article A8.0, Article A9.0, Article A10.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0, and Article A27.0.

**-- END OF GENERAL TERMS AND CONDITIONS --**

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	<b>\$17,118</b>
<b>Expiry Date</b>	<b>March 31, 2026</b>
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	<b>\$ 5,000</b>
<b>Insurance</b>	<b>\$ 2,000,000</b>
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON L0L 1N0</p> <p><b>Fax:</b> (705) 305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@ontario.ca">OFMGrants@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Paul Schaefer</p> <p><b>Position:</b> Fire Chief</p> <p><b>Address:</b> , , ,</p> <p><b>Phone:</b> 705-636-7402</p> <p><b>Email:</b> paul.schaefer@townofkearney.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Jenny Leblond</p> <p><b>Position:</b> Treasurer</p> <p><b>Address:</b> , , ,</p> <p><b>Phone:</b> 705-636-7752</p> <p><b>Email:</b> jenny.leblond@townofkearney.ca</p>

**Additional Provisions:**

**None**

## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year two of the Fire Protection Grant focuses on firefighter health and safety (specifically, cancer prevention measures) minor infrastructure updates and support for Lithium-Ion Incident Responses. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified five categories of eligibility:

- Cancer Prevention – Equipment and Supplies (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)
- Lithium-Ion Incident Response – Equipment and Supplies (such as extinguishing agents, fire decontamination systems and safety solutions)

The grant application window opened August 13, 2025 and closed September 30, 2025.

CORPORATION OF THE TOWN OF KEARNEY is approved for \$17,118

Funding to support the purchase of Purchase a mobile PPE dryer, four SCBA masks, four helmets and two sets of bunker gear.

**SCHEDULE "D"**  
**BUDGET**

---

Funding will be provided to CORPORATION OF THE TOWN OF KEARNEY upon execution of this Agreement.

Funding will be provided to CORPORATION OF THE TOWN OF KEARNEY explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule "C". Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2026. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2026).

## **SCHEDULE "E" PAYMENT PLAN**

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### **E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule "B".

### **E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

## **SCHEDULE "F" REPORTS**

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As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received, through the Transfer Payment Ontario or as otherwise directed, by the end of Provincial Financial Quarter, Q3, to outline how the grant funding was utilized, and the benefit(s) seen at the department level.

As part of the report back, the municipality is required to provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule "C".



**Memo**

Date: February 5, 2026  
To: Mayor, Deputy Mayor and Members of Council  
From: Cindy Filmore, Deputy Clerk  
Subject: Library Board Appointment

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The Kearney and Area Library Board has received an application to join their Board from Ingrid Gough, a resident of Kearney. Her application lists her interests and experiences and has been reviewed and approved for appointment by the Library Board members.

As the Library Board is a Board which falls under the auspices of the Council of the Town of Kearney, appointments to the Board must be approved by Council.

The Board is requesting Council's agreement to the appointment of Ingrid Gough to the Kearney and Area Library Board.

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



## **SR2026-11**

Date: February 5, 2026  
To: Mayor, Deputy Mayor and Members of Council  
From: Jenny Leblond, Treasurer  
Subject: Investing with One Investment

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### **RECOMMENDATION**

THAT Council receives SR2026-11 being a report on Investing with One Investment as information.

### **BACKGROUND**

Further to report SR2025-70 Investing with One Investment, Council asked what the cost of investing would be using One Investment. The fee structure is below. Noting that depending on what investment opportunity we look at, the fee is no more than half a percent.

#### **Fees and Performance**

**ONE Investment fees are provided below. Fees accrue on a daily basis depending on the amount of your municipality's investment. The current annual fee schedule is as follows:**

- **ONE Canadian Government Bond Portfolio - 40 Basis Points**
- **ONE Canadian Corporate Bond Portfolio - 45 Basis Points**
- **ONE Canadian Equity Portfolio - 50 Basis Points**
- **ONE High Interest Savings Accounts – no fee paid by investor**

*\*Note: a basis point is 1/100th of a percent (i.e. 50 basis points = 0.50%)*

**There are no invoices to the municipality for any investments with ONE. The investment fees are accrued daily and applied against the portfolio returns. Returns reported on the monthly and quarterly statements are net of fees.**

### **CONCLUSION**

The Treasurer recommends that Council consider investing with One Investment using the Legal List option and further that the Treasurer bring forward a by-law to a future Council meeting.

#### **Prepared by:**

Jenny Leblond



### Staff Report

**Staff Report No.** SR-2026-12  
**Date:** February 5, 2026.  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Paul Schaefer, Fire Chief  
**Subject:** Vehicle Purchase

---

#### **Recommendation:**

That Council receive this report and approve the quotation from Dependable Emergency Vehicles to purchase 2025 Ram 1500 Big Horn 4x4 with 6.4 ft bed in the amount of \$89,330.00 plus HST. Minus the light tower on the quote.

#### **Background:**

As reported earlier the Fire Department First Response unit 317 2011 E350 Ford Ambulance was showing signs of its age. The mechanic performing its annual inspection has indicated it was going to require substantial work to pass its next inspection. As well this vehicle is starting to experience some small electrical issues. We rely on this truck for all medical calls.

#### **Analysis:**

It is important to keep Fire Department vehicles current and safe to use. These vehicles can be out in any weather or down any road or trail if required. Reliability is important. As well as the increase in call volume we often run back-to-back calls at times so having the proper vehicles available is a key factor in running an efficient department. This is an in stock four-wheel drive vehicle which includes off road suspension, aggressive tires, push bar, bed slide, colour matched topper, siren and all emergency lighting. Additional costs would be installation of fire department radio, door decals and numbers. I have also included in my package cost comparisons for available in stock demo vehicles similarly equipped. They range from a 2023 GMC with 34000 kms for \$79,965.00 +HST, 2024 Ford F-150 Demo \$93,000.00 +HST, 2024 Ford F-150 (white) \$98,500.00 +HST, New 2025 Ford F-150 STX \$100,500.00 +HST no push bar.

#### **Financial Implications:**

Following the January 22<sup>nd</sup> Capital Budget meeting staff was directed to obtain quotations for three comparable similarly optioned vehicles ready for service. I have attached all quotes received.

#### **Conclusion:**

Currently, Staff feels that the new/demo in stock 2025 Red Dodge Ram 1500 Big Horn 4x4 pick up from Dependable Emergency Vehicles makes the most sense to continue to provide the level of service to the Town of Kearney ratepayers.

**Prepared by: Paul Schaefer, Fire Chief**



285 County Road 44, Box 130  
Kemptville, ON K0G 1J0  
T: 613) 258-9569  
clerk@northgrenville.on.ca

January 2, 2025

**The Honourable Doug Ford**  
Premier of Ontario

**The Honourable Prabmeet Sarkaria**  
Minister of Transportation  
Province of Ontario

**RE: Support for Enhanced School Bus Safety and the Implementation of Stop-Arm Camera Systems**

Dear Premier Ford and Minister Sarkaria,

On behalf of the Grenville 1 O.P.P. Detachment Board, we are writing to express our strong support for enhanced school bus safety measures across Ontario, including the implementation of school bus stop-arm camera systems and other child-safety technologies.

Illegal passing of stopped school buses remains a persistent and dangerous problem in Ontario, occurring an estimated 30,000 times per day. These violations place children at serious risk and continue to result in preventable injuries and fatalities. Municipalities require additional tools to address this issue effectively and consistently.

The Grenville 1 O.P.P. Detachment Board supports provincial investment in and expansion of school bus stop-arm camera systems under Part XIV.3 (School Bus Camera Systems) of the Highway Traffic Act. These systems have proven effective in deterring dangerous driving behaviour, improving compliance, and enhancing accountability. Provincial funding and support would enable municipalities to implement these technologies equitably and at scale.

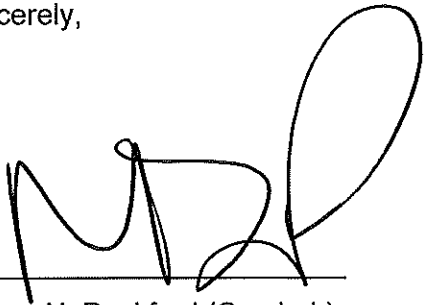
Grenville 1 O.P.P. Detachment Board also proudly supports the Let's Remember Adam – Stop for the School Bus campaign, launched in memory of Adam Ranger, a five-year-old child who tragically lost his life when a driver failed to stop for a school bus displaying its flashing lights and stop arm. Adam's story underscores the urgent need for stronger enforcement, public education, and modern safety solutions to protect children travelling to and from school.

We respectfully call on the Province of Ontario to continue advancing this life-saving work by providing municipalities with the funding mechanisms, legislative support, and implementation guidance necessary to deploy stop-arm cameras and complementary safety technologies province-wide.

Protecting children is a shared responsibility. With provincial leadership and municipal partnership, we can take meaningful action to prevent further tragedies and ensure Ontario's roads are safer for students and families.

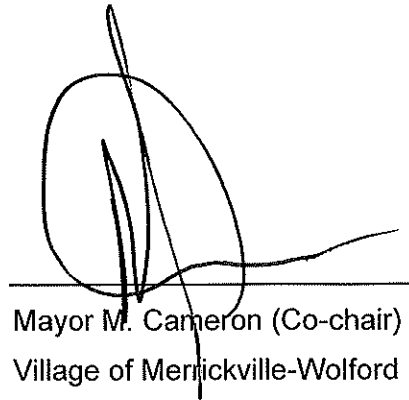
Thank you for your consideration and continued commitment to road safety.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long vertical stroke on the right side.

---

Mayor N. Peckford (Co-chair)  
Municipality of North Grenville

A handwritten signature in black ink, featuring a large circular loop on the left and a long horizontal stroke extending to the right.

---

Mayor M. Cameron (Co-chair)  
Village of Merrickville-Wolford

**cc:**  
The Honourable Steve Clark, Government House Leader  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities

**Enclosed: Co-signing Template**

**[Municipality Name]**  
**[Municipal Address]**

**[Date]**

**The Honourable Doug Ford**  
Premier of Ontario

**The Honourable Prabmeet Sarkaria**  
Minister of Transportation  
Province of Ontario

**Re: Municipal Support for School Bus Safety and Stop-Arm Camera Systems**

Dear Premier Ford and Minister Sarkaria,

On behalf of the **[Council / Municipality / Township / City] of [Municipality Name]**, I am writing to express our strong support for enhanced school bus safety measures across Ontario, including the implementation of school bus stop-arm camera systems and other child-safety technologies.

Illegal passing of stopped school buses remains a serious and widespread issue throughout the province, occurring an estimated 30,000 times per day. These violations place children at unacceptable risk and continue to result in preventable injuries and fatalities. Municipalities require effective, modern enforcement tools to address this dangerous behaviour.

**[Municipality Name]** supports provincial investment in and expansion of school bus stop-arm camera systems under Part XIV.3 (School Bus Camera Systems) of the *Highway Traffic Act*. These systems have demonstrated success in deterring illegal passing, improving driver compliance, and strengthening accountability. Provincial funding and implementation support would help ensure municipalities of all sizes can deploy this technology equitably.

We also support the Let's Remember Adam – Stop for the School Bus campaign, launched in memory of Adam Ranger, a five-year-old child who tragically lost his life when a driver failed to stop for a school bus displaying its flashing lights and stop arm. This tragedy highlights the urgent need for continued public education, enforcement, and the use of technology to better protect children travelling to and from school.

We respectfully call on the Province of Ontario to provide municipalities with the necessary funding tools, legislative support, and implementation guidance to advance school bus stop-arm camera systems and complementary child-safety initiatives across Ontario.

Protecting children on our roads is a shared responsibility. Through strong provincial leadership and municipal partnership, meaningful progress can be made to prevent further tragedies and enhance road safety for families across Ontario.

Thank you for your attention to this important matter.

Sincerely,

**[Name]**

**[Title – Mayor / Reeve / Warden]**

**[Municipality Name]**

**cc:**

The Honourable Steve Clark, Government House Leader  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



# Northumberland County Council Resolution

**SENT VIA EMAIL**

**January 28, 2026**

Honourable Kinga Surma (Minister of Infrastructure),  
Honourable Rob Flack (Minister of Municipal Affairs and Housing),  
Honourable Peter Bethlenfalvy (Minister of Finance),  
Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development  
and MPP for Northumberland-Peterborough South),  
Association of Municipalities of Ontario (AMO),  
Ontario Small Urban Municipalities (OSUM),  
Federation of Canadian Municipalities (FCM),  
All Ontario Municipalities

**Re: Correspondence, 'Ontario Community Infrastructure Fund (OCIF)'**

At a meeting held on January 21<sup>st</sup>, 2026 Northumberland County Council approved Council Resolution # 2026-01-21-052, adopting the recommendation below from the January 5, 2026 Public Works Committee meeting:

**Moved by:** Deputy Warden Mandy Martin

**Seconded by:** Councillor John Logel

"**That** the Public Works Committee having considered correspondence from the Township of Edwardsburgh Cardinal, the Municipality of South Huron and the Township of Puslinch recommend that County Council support the correspondence and direct staff to send a copy of this resolution to the Honourable Kinga Surma (Minister of Infrastructure), the Honourable Rob Flack (Minister of Municipal Affairs and Housing), the Honourable Peter Bethlenfalvy (Minister of Finance), Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland-Peterborough South), the Association of Municipalities of Ontario (AMO), Ontario Small Urban Municipalities (OSUM), Federation of Canadian Municipalities (FCM) and all Ontario Municipalities."

**Council Resolution # 2026-01-21-052**

**Carried**



**The Corporation of the  
County of Northumberland**  
555 Courthouse Road  
Cobourg, ON, K9A 5J6

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at [bennett@northumberland.ca](mailto:bennett@northumberland.ca) or by telephone at 905-372-3329 ext. 2238.

Sincerely,  
Tonia Bennett

A handwritten signature in blue ink that reads "Tonia Bennett".

Manager of Legislative Services / Clerk  
Northumberland County

## Council Resolution

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Moved By M. Martin

Agenda  
Item 10.a

Resolution Number  
2026-01-21-052

Seconded By J. Logel

Council Date: January 21, 2026

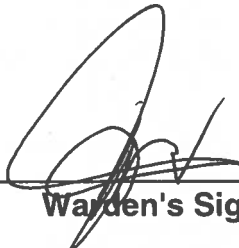
**"That** Council adopt all recommendations from the six Standing Committees, as contained within the Committee Minutes (meetings held January 5, 6 and 7, 2026), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

- Public Works Committee, Item 8.b, Report 2026-002 'Changes to Tipping Fees at Community Recycling Centres'- **Held by Councillor Cleveland**

**And Further That** the items listed above and held for separate discussion each require a separate resolution."

Recorded Vote  
Requested by \_\_\_\_\_  
Councillor's Name

Deferred \_\_\_\_\_  
Warden's Signature

Carried  \_\_\_\_\_  
Warden's Signature

Defeated \_\_\_\_\_  
Warden's Signature

## Public Works Committee Resolution

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**Committee Meeting Date:** January 5, 2026

**Agenda Item:** 7.b

**Resolution Number:** 2026-01-05-004

**Moved by:** J. Logel

**Seconded by:** R. Crate

**Council Meeting Date:** January 21, 2026

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"That the Public Works Committee having considered correspondence from the Township of Edwardsburgh Cardinal, the Municipality of South Huron and the Township of Puslinch recommend that County Council support the correspondence and direct staff to send a copy of this resolution to the Honourable Kinga Surma (Minister of Infrastructure), the Honourable Rob Flack (Minister of Municipal Affairs and Housing), the Honourable Peter Bethlenfalvy (Minister of Finance), Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland-Peterborough South), the Association of Municipalities of Ontario (AMO), Ontario Small Urban Municipalities (OSUM), Federation of Canadian Municipalities (FCM) and all Ontario Municipalities."

**Carried**   
Committee Chair's Signature

**Defeated** \_\_\_\_\_  
Committee Chair's Signature

**Deferred** \_\_\_\_\_  
Committee Chair's Signature

# TOWNSHIP OF EDWARDSBURGH/CARDINAL

Resolution Number 2025-253

September 29, 2025

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

WHEREAS the Township of Edwardsburgh Cardinal acknowledges that municipal infrastructure—roads, bridges, water and wastewater systems—underpins public safety, economic vitality and quality of life in Ontario’s rural and small urban communities;

WHEREAS the Ontario Community Infrastructure Fund (OCIF) was created in 2015 to assist small and rural municipalities facing infrastructure deficits that exceed their local revenue capacities;

WHEREAS in 2022 the Government of Ontario committed to increase the annual OCIF envelope from \$100 million to \$400 million over a five-year term, with that commitment scheduled to expire at the end of fiscal 2026;

WHEREAS fixed funding levels amid rising labour, materials and climate resilience costs have eroded the purchasing power of the \$400 million envelope, jeopardizing municipalities’ ability to deliver and sustain essential services without incurring unsustainable debt;

WHEREAS predictable, multi-year funding indexed to real-world cost drivers is critical for municipalities to develop, finance and execute long-term asset management plans, reduce emergency repairs and leverage complementary federal and private infrastructure financing;

WHEREAS the Township of Edwardsburgh Cardinal requires a steadfast provincial partner to extend and enhance OCIF beyond 2026, ensuring infrastructure resilience, fiscal sustainability and equitable access for all small and rural municipalities;

NOW THEREFORE BE IT RESOLVED THAT

1. The Township of Edwardsburgh Cardinal calls upon the Government of Ontario to extend the annual OCIF envelope at not less than \$400 million beyond its current five-year term ending in 2026, with no reductions in subsequent provincial budgets.
2. The Province be requested to index the total annual OCIF envelope—and each individual municipal allocation—to the Ontario Consumer Price Index (CPI), calculated on a calendar-year basis and disbursed in the first quarter of each fiscal year.
3. The Ministry of Infrastructure establish a new five-year OCIF funding framework that guarantees annual envelopes and allocation percentages by municipality, enabling long-term capital planning and stable cash-flow management.
4. The Province undertake a formal review of the OCIF allocation formula at least once every four years, incorporating current municipal asset management data,

# TOWNSHIP OF EDWARDSBURGH CARDINAL

September 29, 2025

Resolution Number: 2025- 253

demographic projections, climate resilience metrics and rural equity considerations.

5. A dedicated contingency reserve equal to 5 percent of the annual OCIF envelope be created within the fund to address extraordinary cost escalations, emergency repairs or project overruns without reallocating core funding.
6. The Ministry of Infrastructure publish an annual OCIF performance report—including program disbursements, allocation adjustments and reserve expenditures—in a transparent, publicly accessible online dashboard.
7. The Clerk of the Township of Edwardsburgh Cardinal forward this resolution to:
  - o The Honourable Doug Ford, Premier of Ontario
  - o The Honourable Kinga Surma, Minister of Infrastructure
  - o The Honourable Rob Flack, Minister of Municipal Affairs and Housing
  - o The Honourable Francois-Phillipe Champagne, Minister of Finance
  - o Association of Municipalities of Ontario (AMO)
  - o Ontario Small Urban Municipalities (OSUM)
  - o Federation of Canadian Municipalities (FCM)
  - o The United Counties of Leeds and Grenville
  - o All upper- and lower-tier municipalities in Ontario

Carried     Defeated     Unanimous

Mayor: 

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

**VIA EMAIL**

Tuesday, October 14, 2025

The Honourable Doug Ford, Premier of Ontario  
The Honourable Kinga Surma, Minister of Infrastructure  
The Honourable Rob Flack, Minister of Municipal Affairs and Housing  
The Honourable Francois-Phillipe Champagne, Minister of Finance  
Association of Municipalities of Ontario (AMO)  
Ontario Small Urban Municipalities (OSUM)  
Federation of Canadian Municipalities (FCM)  
The United Counties of Leeds and Grenville  
All Upper- and Lower-Tier Municipalities in Ontario

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Please be advised that at its Regular Council meeting held on Monday, September 29, 2025, the Council of the Township of Edwardsburgh Cardinal unanimously adopted the following resolution:

**RESOLUTION: Ontario Community Infrastructure Fund (OCIF)**

WHEREAS the Township of Edwardsburgh Cardinal acknowledges that municipal infrastructure—roads, bridges, water and wastewater systems—underpins public safety, economic vitality and quality of life in Ontario’s rural and small urban communities;

WHEREAS the Ontario Community Infrastructure Fund (OCIF) was created in 2015 to assist small and rural municipalities facing infrastructure deficits that exceed their local revenue capacities;

WHEREAS in 2022 the Government of Ontario committed to increase the annual OCIF envelope from \$100 million to \$400 million over a five-year term, with that commitment scheduled to expire at the end of fiscal 2026;

WHEREAS fixed funding levels amid rising labour, materials and climate resilience costs have eroded the purchasing power of the \$400 million envelope, jeopardizing municipalities' ability to deliver and sustain essential services without incurring unsustainable debt;

WHEREAS predictable, multi-year funding indexed to real-world cost drivers is critical for municipalities to develop, finance and execute long-term asset management plans, reduce emergency repairs and leverage complementary federal and private infrastructure financing;

WHEREAS the Township of Edwardsburgh Cardinal requires a steadfast provincial partner to extend and enhance OCIF beyond 2026, ensuring infrastructure resilience, fiscal sustainability and equitable access for all small and rural municipalities;

NOW THEREFORE BE IT RESOLVED THAT

1. The Township of Edwardsburgh Cardinal calls upon the Government of Ontario to extend the annual OCIF envelope at not less than \$400 million beyond its current five-year term ending in 2026, with no reductions in subsequent provincial budgets.
2. The Province be requested to index the total annual OCIF envelope—and each individual municipal allocation—to the Ontario Consumer Price Index (CPI), calculated on a calendar-year basis and disbursed in the first quarter of each fiscal year.
3. The Ministry of Infrastructure establish a new five-year OCIF funding framework that guarantees annual envelopes and allocation percentages by municipality, enabling long-term capital planning and stable cash-flow management.
4. The Province undertake a formal review of the OCIF allocation formula at least once every four years, incorporating current municipal asset management data, demographic projections, climate resilience metrics and rural equity considerations.
5. A dedicated contingency reserve equal to 5 percent of the annual OCIF envelope be created within the fund to address extraordinary cost escalations, emergency repairs or project overruns without reallocating core funding.

6. The Ministry of Infrastructure publish an annual OCIF performance report—including program disbursements, allocation adjustments and reserve expenditures—in a transparent, publicly accessible online dashboard.
  
7. The Clerk of the Township of Edwardsburgh Cardinal forward this resolution to:
  - o The Honourable Doug Ford, Premier of Ontario
  - o The Honourable Kinga Surma, Minister of Infrastructure
  - o The Honourable Rob Flack, Minister of Municipal Affairs and Housing
  - o The Honourable Francois-Phillipe Champagne, Minister of Finance
  - o Association of Municipalities of Ontario (AMO)
  - o Ontario Small Urban Municipalities (OSUM)
  - o Federation of Canadian Municipalities (FCM)
  - o The United Counties of Leeds and Grenville
  - o All upper- and lower-tier municipalities in Ontario

If you have any questions, please contact me at the email address below.

Sincerely,



Natalie Charette  
Interim Clerk  
[clerk@twpec.ca](mailto:clerk@twpec.ca)



**CORPORATION OF THE MUNICIPALITY OF SOUTH HURON**

322 Main Street South P.O. Box 759

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N0M 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

[www.southhuron.ca](http://www.southhuron.ca)

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October 23, 2025

Via email: [doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)

Premier's Office  
Room 281  
Main Legislative Building, Queen's Park  
Toronto, ON M7A 1A5

Dear Hon. Doug Ford,

**Re: Ontario Community Infrastructure Fund**

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Please be advised that South Huron Council passed the following resolution at their October 20, 2025, Regular Council Meeting:

418-2025  
Moved By: Aaron Neeb  
Seconded by: Jim Dietrich

**That South Huron Council supports the Township of Edwardsburgh Cardinal September 29, 2025, Resolution regarding Ontario Community Infrastructure Fund (OCIF); and**

**That this supporting resolution and originating correspondence be circulated to the Premier, Minister of Infrastructure, Minister of Municipal Affairs and Housing, Minister of Finance, MPP Thompson, AMO, OSUM, FCM, all Ontario municipalities.**

Result: Carried

Please find attached the originating correspondence for your reference.

Respectfully,

Kendra Webster, Legislative & Licensing Coordinator  
Municipality of South Huron  
[kwebster@southhuron.ca](mailto:kwebster@southhuron.ca)  
519-235-0310 x. 232

Encl.

cc: Minister of Infrastructure Hon. Kinga Surma, [kinga.surma@pc.ola.org](mailto:kinga.surma@pc.ola.org);  
Minister of Municipal Affairs and Housing, Hon. Rob Flack,  
[rob.flack@pc.ola.org](mailto:rob.flack@pc.ola.org); Minister of Finance, Hon. Peter Bethlenfalvy,  
[peter.bethlenfalvy@pc.ola.org](mailto:peter.bethlenfalvy@pc.ola.org); MPP Lisa Thompson,  
[lisa.thompson@pc.ola.org](mailto:lisa.thompson@pc.ola.org); AMO, [resolutions@amo.on.ca](mailto:resolutions@amo.on.ca); OSUM,  
[osum@osum.ca](mailto:osum@osum.ca); FCM, [resolutions@fcm.ca](mailto:resolutions@fcm.ca); and all Ontario Municipalities



Hon. Doug Ford  
Premier of Ontario  
VIA EMAIL:  
[premier@ontario.ca](mailto:premier@ontario.ca)

Marit Stiles, MPP  
Leader of the Official  
Opposition  
VIA EMAIL:  
[mstiles-qp@ndp.on.ca](mailto:mstiles-qp@ndp.on.ca)

Township of Puslinch  
7404 Wellington Road 34  
Puslinch, ON N0B 2J0  
[www.puslinch.ca](http://www.puslinch.ca)

November 28, 2025

Hon. Kinga Surma  
Minister of Infrastructure  
VIA EMAIL:  
[kinga.surma@pc.ola.org](mailto:kinga.surma@pc.ola.org)

Hon. Rob Flack  
Minister of Municipal Affairs  
and Housing  
VIA EMAIL:  
[rob.flack@pc.ola.org](mailto:rob.flack@pc.ola.org)

RE: 6.17 Municipality of South Huron Council Resolution regarding Ontario Community Infrastructure Fund & 6.18 Township of Edwardsburgh Cardinal Council Resolution regarding Ontario Community Infrastructure Fund

Please be advised that Township of Puslinch Council, at its meeting held on November 19, 2025 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2025-382:

Moved by Councillor Hurst and  
Seconded by Councillor Bailey

That the Consent Agenda item 6.17, 6.18 Township of Edwardsburgh Cardinal Council Resolution regarding Ontario Community Infrastructure Fund be received for information; and

That the Township of Puslinch Council supports the Township of Edwardsburgh Cardinal September 29, 2025 Resolution and the Municipality of South Huron Resolution of October 20, 2025 regarding Ontario Community Infrastructure Fund (OCIF); and

That this supporting resolution and originating correspondence be circulated to the Premier, Leader of the Official Opposition, Minister of Infrastructure, Minister of



Municipal Affairs and Housing, Minister of Finance, MPP Racinsky, ROMA, AMO, FCM, all Ontario municipalities.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston  
Municipal Clerk

CC: Minister of Finance, MPP Racinsky, ROMA, AMO, FCM, all Ontario municipalities.



## Welcome to our January 2026 Newsletter

Included in this issue is John's article on the Monarch Butterfly's Migration.

### **Where Do Monarch Butterflies go in the Winter ? by John Kelly**

This photo was taken in early October at Sand Lake. When I came across it again recently, I wondered exactly where the monarch butterflies go in winter and how they find their way there.



### **When do Monarchs Migrate?**

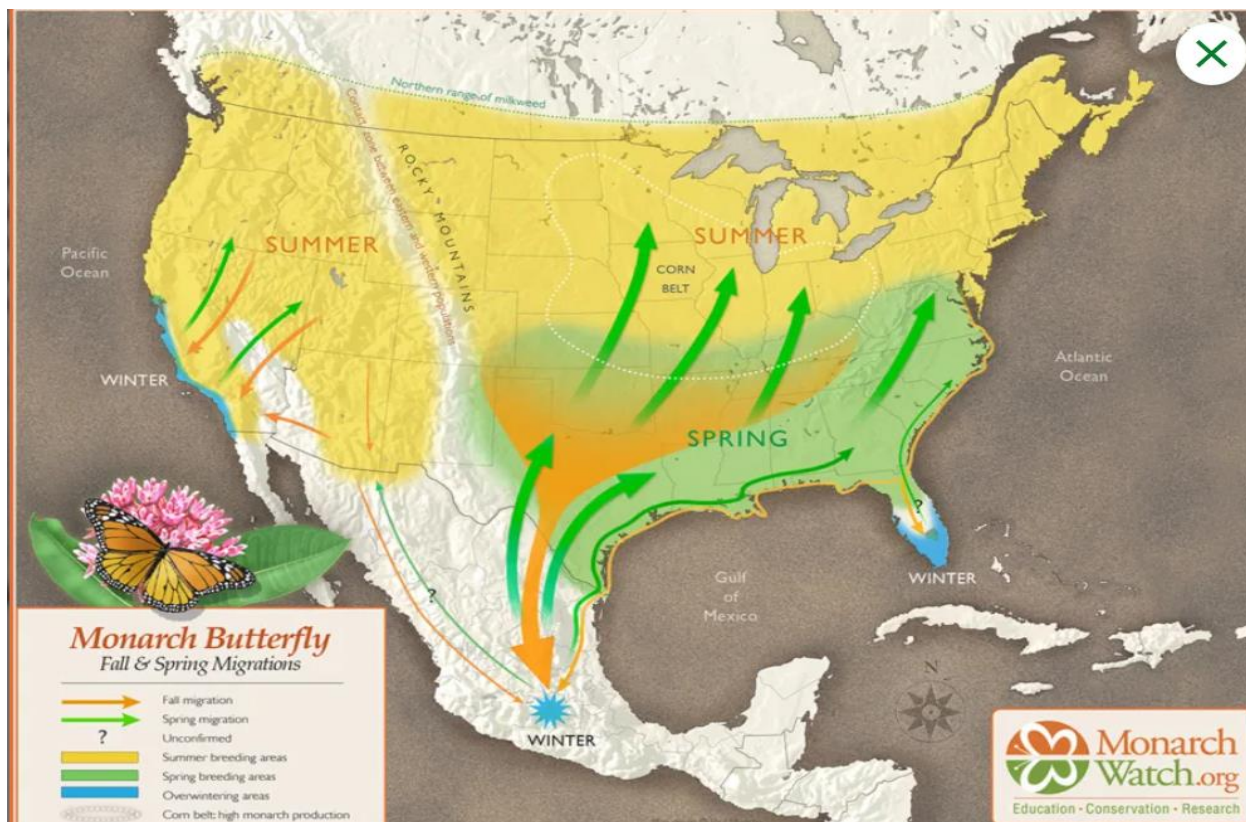
Decreasing day length and temperatures, along with aging milkweed and fewer nectar sources trigger a change in monarchs; this change signifies the beginning of the migratory generation. Unlike summer generations that live for two to six weeks as adults, adults in the migratory generation can live for up to nine months. Most monarch butterflies that emerge after about mid August in the eastern U.S. enter reproductive diapause (do not reproduce) and begin to migrate south in search of the overwintering grounds where they have never been before. From across the eastern U.S. and southern Canada, monarchs funnel toward Mexico. Along the way, they find refuge in stopover sites with abundant nectar sources and shelter from harsh weather.

## Where do Monarchs Migrate?

Monarchs reach their destination in central Mexico beginning in early November. There they roost in Oyamel fir forests, which occur in a very small mountainous area. Overwintering sites are about 3000 meters (almost 2 miles) above sea level and are on steep, southwest-facing slopes. Because monarchs need water for moisture, the fog and clouds in this mountainous region provide another important element for the winter survival of the monarchs. The butterflies choose spots that are close to, but not quite, freezing. They cluster together, covering whole tree trunks and branches, and cling to fir and pine needles. The tall trees make a thick canopy over their heads. Protective trees and bushes soften the wind and shield the butterflies from the occasional snow, rain, or hail. Each of the above elements is important to the butterflies, making up the monarch habitat – trees in which to roost, other trees and shrubs to protect them, the cool air, and the presence of water.

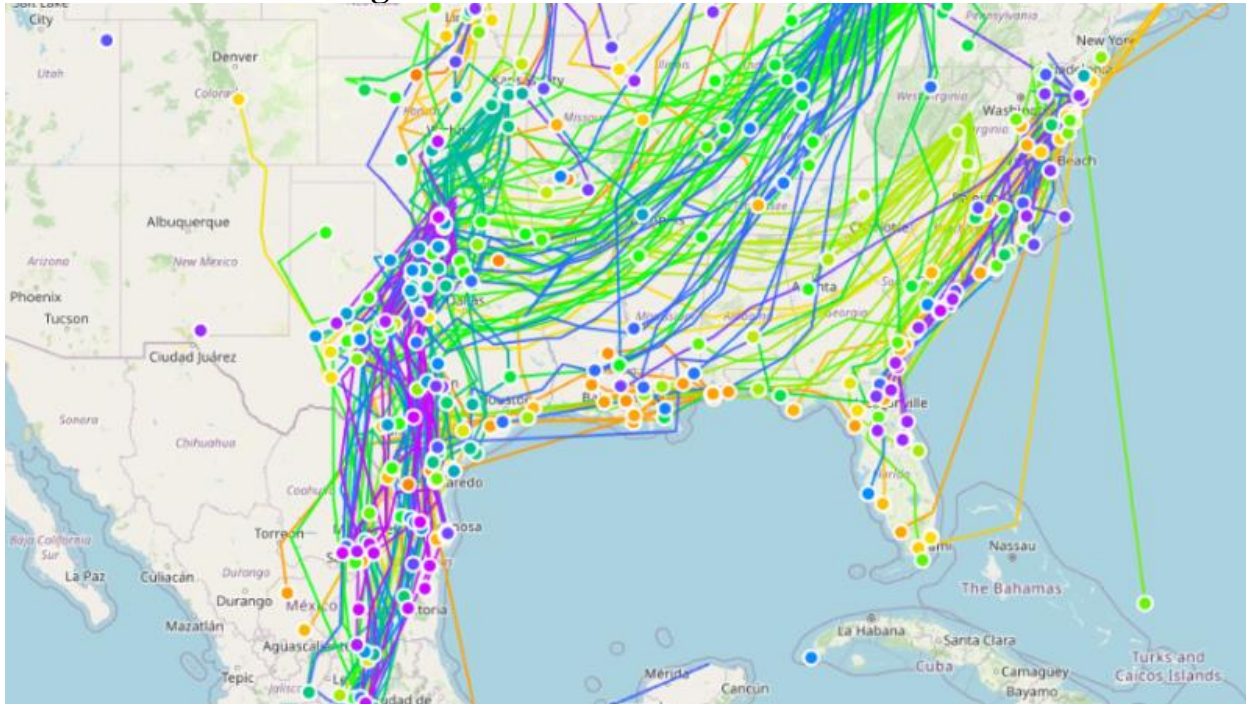
Monarchs do not reproduce until the spring, so they do not rely on milkweed during this time. They do seek out water and drink nectar from flowers.

In March, this same generation begins the journey north into Texas and southern states, laying eggs and nectaring as they migrate and breed. The first-generation offspring from the overwintering population continue the journey from the southern U.S. to recolonize the eastern breeding grounds, migrating north through the central latitudes in approximately late April through May. Second and third generations populate the breeding grounds throughout the summer. It is generally the fourth generation that migrates south again in the fall.



Source: <https://monarchjointventure.org/monarch-biology/monarch-migration#gallery>

## The Latest Breakthrough!



Nov 17, 2025

In the most comprehensive tracking study of monarch butterfly migration ever conducted, a collaboration of over 20 research and conservation organizations across four countries has successfully tracked individual monarchs over thousands of miles. The butterflies were followed from locations throughout North America and the Caribbean to their overwintering sites in Mexico using revolutionary ultralight transmitters and an innovative network that turns millions of everyday devices into wildlife tracking stations.

Project Monarch, a collaborative effort founded by Cellular Tracking Technologies (CTT) and the Cape May Point Arts & Science Center (CMPASC), united over 20 partner organizations, including the Monarch Joint Venture, to deploy over 400 BlūMorpho transmitters on migrating monarchs during fall 2025. The results have shattered previous limitations in butterfly tracking, providing scientists with high-resolution, near-real-time data on individual butterflies as they navigate their epic journey south.

### From Moon shot to Reality

When CTT moved to Cape May, New Jersey, in 2015, naturalist Mark Garland from NJ Audubon's Monarch Monitoring Project posed a challenge: could they build a transmitter light enough for a monarch butterfly?

"At the time, it seemed nearly impossible," said Mike Lanzone, President and CEO at CTT. "Monarchs weigh less than a gram, and conventional tracking technology was simply too heavy."

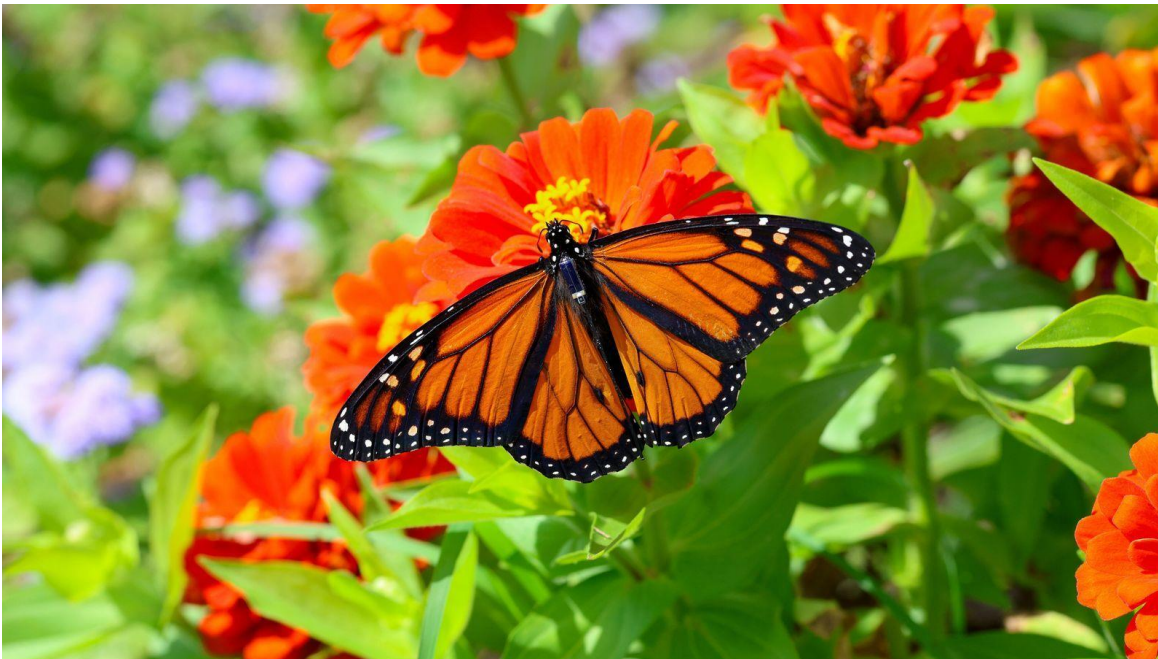
CTT made it an audacious company goal to develop the first transmitter capable of tracking a monarch all the way to Mexico. By 2017, they had a proof-of-concept, but even at 0.15 grams, it was too heavy for sustained migration. The breakthrough came in 2021 when engineer Eric Johnson identified a new chipset, and CTT leveraged in-house advanced manufacturing techniques from custom solar panels the size of a grain of rice to surface mount technology that provided the ability to assemble the precision circuitry. The result: the 60-milligram BlūMorpho, a solar-powered transmitter operating at 2.4 GHz (Bluetooth frequency), allowing detection by both dedicated wildlife receivers and everyday smart phones.

## Building the Network

In 2023, CMPASC funded the very first deployments of BlūMorpho transmitters and the development of the Project Monarch App, transforming smartphone users into receivers. Over 3,000 community scientists joined, creating detection networks across Cape May. The CMPASC continued to support the deployment of tags in 2024 as the Project Monarch collaboration was launched with the first handful of collaborator organizations. Combined with growing Motus Wildlife Tracking System stations and Terra mini base stations, coverage improved but remained limited.

Everything changed in November 2024 when a butterfly named Lionel, equipped with a new additional bit of programming code, dubbed Blū+, was released in Cape May Point. By tapping into crowd-sourced location networks, Lionel provided the first high-resolution track of monarch migration ever recorded, with hundreds of detections to St. Augustine, Florida.

"Lionel's track was a pivotal moment for us," said Dr. Sean Burcher, senior R&D scientist at CTT and science director at CMPASC. "With hundreds of millions of devices all acting as passive receivers, we were able to watch the fine-scale movements of Lionel in near-real-time."



A monarch with a transmitter visits a flower. Photo: Sheldon Blackshire

## Scaling to Continental Coverage

In September 2025, Environment and Climate Change Canada researchers Ana Diaz Bohorquez and Greg Mitchell, in collaboration with Birds Canada, deployed 30 Blū+ transmitters at Long Point, Ontario. Monarchs streamed southwest, crossing Lake Erie with stunning tracking data. These real-time observations complemented the work Dr. Leone Brown and her graduate student, at James Madison University, were doing to quantify the effects of tags on movement and behavior and were consistent with their findings that survival was unlikely to be impacted in properly tagged individuals. "Those 30 tags showed this was a game-changer," said Dr. David La Puma, director of global market development at CTT. "They provided an amazing visual of monarchs crossing Lake Erie and passing through urban and suburban Ohio. We realized that if we could have many deployments at many locations, we would really be able to see how monarchs move through the landscape and respond to weather; we knew that to make this a reality, we had to mobilize quickly."

By October 2025, dozens of researchers had joined the effort. Over 400 transmitters were deployed from Canada to Cuba. The collaboration provided free or reduced-cost transmitters, waived fees, and shared data through the Blū+ Portal and the Project Monarch app. Partners agreed to standardized protocols and collective publication crediting all contributors.



A transmitter is attached to a monarch at the Cape May Arts & Science Center.

"This is a rising tide that lifts all boats," said La Puma. "By pooling resources and data, we've created something far greater than the sum of its parts."

## **Current Status**

As of Nov. 9, tagged monarchs are entering the Monarch Butterfly Biosphere Reserve in Mexico. Mexican partners are searching for butterflies using the app and handheld receivers, while their smartphones serve as passive detectors. With proper permitting, partners hope to deploy transmitters on monarchs leaving Mexico in spring 2026, tracking their return journey north.

Source: <https://monarchjointventure.org/blog/revolutionary-tracking-study-follows-monarchs>

## **How do Monarchs Know Where to Go?**

The sun plays an integral role in the monarchs' migratory patterns: monarchs travel during the day and use a circadian clock based on the position of the sun in the sky as a compass to orient themselves in the proper migratory direction. This navigation method alone does not explain how monarchs effectively navigate to a single shared migratory location from variable starting locations. There is exciting new research showing how monarch butterflies also use a magnetic compass to guide their migration path. We will follow up with more information on this in a future KWEF article.

Reference: [https://en.wikipedia.org/wiki/Monarch\\_butterfly\\_migration](https://en.wikipedia.org/wiki/Monarch_butterfly_migration)

We hope you enjoyed this article.

Additional information and pictures are available on the Monarchjointventure.org website. The Monarchwatch.org website includes additional information on the monarch migration and very detailed information on their tagging program that has been in use since 1992. Much of the current information on the monarch butterfly migration was gathered from these types of citizen science programs. You can also read about the renowned Canadian entomologist Dr Fred Urquhart and his wife Nora who along with their fellow researchers Ken and Cathy Brugger discovered the monarchs winter destination in Mexico in 1975, after a 40 year search.