

# TOWN OF KEARNEY

## AGENDA

### REGULAR COUNCIL MEETING

Council Chambers

Thursday, March 19, 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. Regular Council Meeting Minutes of February 26, 2026      | Pg.3  |
| 5.2. SEPSDPB Draft Minutes Jan 28, 2026                        | Pg.7  |
| 5.3. SEPSDPB Draft Jan 28, 2026 Hearing                        | Pg.11 |
| 5.4. Payment Register  | Pg.15 |
| 5.5. Recreation Committee Meeting Minutes of February 10, 2026 | Pg.19 |

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

#### 7. Items for Discussion

- |  |       |
|--|-------|
| 7.1. Staff Report Public Works Building repairs  | Pg.22 |
| 7.2. Staff Memo: Surplus Fire department vehicle   | Pg.23 |
| 7.3. Staff Memo: Building Department Revenue & Expenses 2025                                     | Pg.24 |
| 7.4. Staff Report: Building Fees Review for 2026   | Pg.25 |
| 7.5. DRAFT Agreement for One Investment  | Pg.27 |
| 7.6. DRAFT Investment Policy Update to Bylaw 2015-55   | Pg.59 |
| 7.7. FONOM Convention 2026   | Pg.62 |
| 7.8. DPSMA Spring Meeting – Kearney to host May 29, 2026   | Pg.64 |
| 7.9. Staff Memo: Canada Day Celebration Road Closure Request                                     | Pg.65 |
| 7.10. Verbal Update re SEPSDPB and associated Fees   | Pg.66 |
| 7.11. Discussion: Burk's Falls Request for Almaguin Highlands Health Centre- deficit 2024 & 2025 | Pg.71 |

<b>8. Notice of Motion</b>	
8.1 Committees of Council Restructure – Mayor Cheryl Philip	Pg.78
<b>9. Correspondence for Information</b>	
9.1.FONOM Executive Award Nominations (letter and form)	Pg.79
9.2.KWEF February Newsletter	Pg.83
9.3.Dance Poster	Pg.87
9.4.Fitness Posters	Pg.88
9.5.March Recreation Calendar	Pg.90
9.6.Good Friday Fish Dinner Poster	Pg.91
9.7.Support Letter re Provincial Bail Notification	Pg.92
9.8.OPP Local Board Budget & Distribution	Pg.94
9.9.Support Letter re Protect our Food Act	Pg.96
<b>10. Bylaws</b>	
10.1 By-law 2026-12 being a By-law to Amend Zoning By-law 2022 – 20 112 Ostick Rd. (Rusnak)	Pg.102
10.2 By-law 2026-13 being a By-law to Amend Zoning By-law 2022 – 20 1046 Echo Ridge Rd (Bennett)	Pg.105
10.3 By-law 2026 -14 being a By-law to regulate Election Signs	Pg.107
10.4 By-law 2026-15 being a By-law to enter into an agreement for One Investment	Pg.111
<b>11. Closed Session</b>	
Under Section 239 of the Municipal Act, Council will move into closed session under the following subsections: NIL	
<b>12. Confirming Bylaw</b>	
By-law Being a by-law to confirm the proceedings of Council	
<b>13. Adjournment</b>	

**The Corporation of the Town of Kearney**  
**REGULAR COUNCIL MEETING MINUTES**  
**Council Chambers**  
**Thursday, February 26, 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)  
Cindy Filmore, Deputy Clerk (DC)  
Paul Schaefer, Fire Chief/Chief Building Official (FC/CBO)

The CAO was present for the entirety of the meeting. The DC was present for the public portion of the meeting. The FC/CBO was present during part of the meeting.

1. **Call the Meeting to Order**  
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**  
Resolution 2026-038  
Moved by: Councillor Pateman; Seconded by: Councillor Beaucage  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of February 26, 2026, as amended  
Remove: 7.2 Live Fire Unit Agreement  
CARRIED
3. **Disclosure of Interest – None noted**
4. **Delegations/Presentations/Public Meetings**
  - 4.1 Joe Lumley – Police Services Board  
Resolution 2026-039  
Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks Joe Lumley for his presentation regarding the Police Services Board; AND FURTHER THAT Council thanks Joe Lumley for being our area representative on this important board.  
CARRIED
  - 4.2 Public Meeting – Bennett ZBLA  
Resolution 2026-040  
Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney recesses the Regular Meeting of Council of Thursday, February 26, 2026, at 6:10 pm to hold a Public Meeting pursuant to Section 34 (12), (13), (14) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, to consider two Zoning Bylaw Applications:
    1. Application RZ-06-25 (Bennett), municipally known as 1046 Echo Ridge Road
    2. Application RZ-04-25 (Rusnak), municipally known as 112 Ostick RoadCARRIED

Resolution 2026-041  
Moved by: Councillor Beaucage; Seconded by: Councillor Sharer  
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the report from EcoVue Consulting in regard to the Application for Zoning Bylaw Amendment RZ-06-25; AND FURTHER THAT Council supports the proposed amendment to Zoning By-law 2022-20 which will rezone a portion of the subject lands from the Tourist Commercial (CT) Zone to the Rural Residential (RR) Zone, a portion to the Rural (RU) Zone, and a portion to the Hazard Lands (HZ) Zones, as a condition of the SEPSDPB Consent Files B-04/25, B-041/25

AND FURTHER THAT a bylaw to this effect will be passed at the next Regular Council meeting.  
CARRIED

#### 4.3 Public Meeting – Rusnak ZBLA

Resolution 2026-042

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the report from EcoVue Consulting in regard to the Application for Zoning Bylaw Amendment RZ-04-25; AND FURTHER THAT Council supports the proposed amendment to Zoning Bylaw 2022-20 which will rezone a portion of the subject lands from the Residential Waterfront (RWF) Zone to the Residential Waterfront Exception XX (RWF-XX); AND FURTHER THAT a bylaw to this effect will be passed at the next Regular Council meeting.

CARRIED

Resolution 2026-43

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

BE IT RESOLVED that the Public Meeting of Council pursuant to Section 34 (12), (13), (14) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, held Thursday, February 26, 2026, be adjourned at 6:25 pm and Council returns to the Regular Council Meeting

CARRIED

### 5. Consent List

Resolution 2026-044

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

BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, February 26, 2026, be accepted and that all recommendations or support contained therein be adopted and approved as resolutions of Council except for items:

5.1 February 5, 2026, Minutes

Which shall be referred to 6. Items Referred from the Consent List on the agenda.

CARRIED

### 6. Items Referred from the Consent List

Resolution 2026-045

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney directs Staff to obtain a legal opinion on whether Council is required to pass a resolution to approve the delegation of duties under such section, AND FURTHER in relation to delegation of duties, if the presence of the Deputy Clerk at the meeting will suffice.

Recorded Vote Requested by Keven Beaucage:

Councillor Beaucage:	For
Councillor Pateman:	Opposed
Mayor Philip:	For
Deputy Mayor Rickward:	For
Councillor Sharer	For

CARRIED

Resolution 2026-046

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the Draft February 5, 2026, minutes as circulated.

Recorded Vote Requested by Keven Beaucage:

Councillor Beaucage:	Opposed
Councillor Pateman:	For
Mayor Philip:	For
Deputy Mayor Rickward:	For
Councillor Sharer:	For

CARRIED

### 7. Items for Discussion

7.1 Support in Principle boundary adjustment – Peace Valley Dr.

Resolution 2026-047

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney recommend

approval of Consent to Sever Application B-004/24 to the Southeast Parry Sound District Planning Board, with the following conditions:

1. That all Municipal taxes to date shall be paid in full.
2. That all Town fees and disbursements (legal, engineering, planning), if any incurred by the Town with respect to this application shall be paid for by the owner.
3. An updated Draft Reference Plan of Survey be provided to the Town of Kearney for review prior to registration.
4. That the RU-16 Zone applicable to the retained Lands (i.e. Parts 2 and 6 of Plan 42R-8256) be amended through a Zoning By-law Amendment to permit the reduced lot area resulting from the proposed lot addition.

CARRIED

7.2 was removed from the Agenda

7.3 DRAFT Election Signs By-law update from By-law 2018-15  
Resolution 2026-048

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

WHEREAS By-law 2018-15, being a by-law to regulate Election Signs in the Town of Kearney has become outdated due to legislative changes and case law; AND WHEREAS Sections 8,9, 10 and 11 of the Municipal Act, 2001, S.O. c. 25 authorize municipalities to pass by-laws respecting structures, including signs and highways over which they have jurisdiction; AND WHEREAS sections 88.3 to 88.8 of the Municipal Elections Act, 1996, S.O. 1996, c. 32, address campaign and third party advertising, including signs and highways over which they have jurisdiction; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby supports the passing of a new By-law to Regulate Elections Signs by-law, which will take place at the next Council meeting.

CARRIED

7.4 SR 2026-15 Ayres Road  
Resolution 2026-049

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts SR2026-15 regarding Ayres Road; AND FURTHER that Council directs Staff to move forward to communicate with the landowners which the trespass road crosses to discuss the conveyance of these lands.

CARRIED

7.5 DRAFT Updated Engineering Services Agreement – Tatham Engineering  
Resolution 2026-050

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the updated Engineering Services Agreement with Tatham Engineering; AND FURTHER supports the signing of an agreement to take place by Bylaw later in this meeting.

CARRIED

**8. Notice of Motion - nil**

**9. Correspondence for Information**

Resolution 2026-034

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives correspondence list from February 26, 2026, for information; AND FURTHER THAT Council directs staff to write letters of support for the following items:

- 9.1. Letter of Support - Call for Reform and Publication of the Ontario Sex Offender Registry
- 9.2. Letter of Support - Call to Action for Justice and Protection of Canada's Children
- 9.3. Letter of Support - Support for Steel and Lumber Sectors
- 9.4. Letter of Support - Opposition to Close LifeLabs Laboratory Greater Sudbury
- 9.5. Letter of Support - Reduced Rate Distribution of Library Resources
- 9.6. Letter of Support - Access to Reliable High-Speed Internet
- 9.7. Letter of Support - Invest Ready Certified Site Designation

**10. By-laws**

Resolution 2026-050

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

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 Bylaw 2026-09 Being a Bylaw to govern Parking

10.2 Bylaw 2026-10 being a Bylaw to enter into an Agreement with Tatham Engineering for the provision of Engineering Services

CARRIED

**11. Closed Session**

Resolution 2026-053

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 7:30 pm, under section 239 of the Municipal Act under the following subsections:

2(b) Personal Matters about an Identifiable Individual

2(d) Labour Relations or Employee Negotiations

CARRIED

The FC/CBO left after a portion of the Closed Session. Councillor Beaucage left after a portion of the Closed session for the remainder of the meeting due to a declaration of interest a closed session matter.

Resolution 2026-54

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

Be it resolved that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 9:31 pm

CARRIED

**12. Confirming By-law**

Resolution 2026-055

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that By-law 2026-11 being a by-law to Confirm the Proceedings of the Regular Meeting of February 26, 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 2026-056

Moved by: Councillor Sharer Seconded by: Deputy Mayor Rickward

BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 9:40 pm

CARRIED

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# **SOUTHEAST PARRY SOUND DISTRICT PLANNING BOARD**

Regular Meeting  
**Wednesday, January 28, 2026**  
VIA ZOOM

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**Attending Members:** R. Ward  
D. O'Halloran  
N. Hofstetter  
C. Hope  
G. Miller (alternate)

**Attending Staff:** L. Moyer

**Absent:** C. Philip

## **MINUTES:**

The meeting opened at 6:34 p.m. The meeting was chaired by R. Ward. The administrative portion of the meeting was held after the hearings. Hearing Minutes are attached. The agenda order was rearranged to accommodate those present.

### **B-010/24 (HAIST) – Amend Conditions**

A request was received from the agent for the application Lanny Dennis, to further amend the approval for application B-010/24 (Haist/Sandoe) to add an additional easement /right-of-way over Lot 6, 42M-685, Part 9, 42R-20975 / Parts 1 & 2, 42R-22782, in favour of the adjacent property (Lot 5, Plan 42M-685).

L. Moyer advised that if approved, the resolution will require circulation of the amendment and an appeal period which will extend the lapsing date for the application.

L. Dennis commented that he has no concerns.

**MOTION 05/26**

**Moved by:**

**D. O'Halloran**

**Seconded by:**

**N. Hofstetter**

***“BE IT RESOLVED THAT the approval for consent application B-010/24 (HAIST/SANDOE) is further amended by adding an additional easement/right-of-way over Lot 6, 42M-685, Part 9, 42R-20975 / Parts 1 & 2, 42R-22782, in favour of the adjacent property (Lot 5, Plan 42M-685).” – CARRIED***

### **S-01/24 (PRENTICE) – Amend Conditions**

A request was received from the agent for the application Lanny Dennis, to amend condition of approval no. 3 for subdivision application S-01/24. It is requested that the condition be amended to remove the requirement that written evidence be provided from MNR confirming that Lots 1 – 5 are not a confirmed deer habitat, as MNR does not comment on site specific planning applications and/or clear conditions. It is requested that the condition be revised to read “a zoning by-law amendment be applied for and received which recognizes the minimum lot frontage of 61 m for lots 1-5.”

The Township of Armour Resolution in support of the revision was circulated to the members. Additional correspondence from the Township was also provided clarifying MNR's role in the planning process.

**S-01/24 (PRENTICE) – Amend Conditions cont’d.**

Correspondence received from Don Murphy opposing the change was provided to the members.

L. Dennis, D. Prentice, A. Shaw and D. Murphy were in attendance.

L. Moyer explained how MNR cannot clear the condition or provide comment on site specific applications.

L. Dennis explained Municipal Plan Review and changes to the planning process in 1995 or 1997. L. Dennis also commented that the lots are subject to site plan control and 30 m. setbacks.

D. Murphy submitted comments and advised that MNR confirmed that the area is an active Stratum 1 & 2 Deer Yard and that corridors must be identified.

A. Shaw (Riverstone Environmental) commented that it is not true that only MNR can assess the lands as stated by Mr. Murphy. He added that MNR very recently provided consultants with documents relating to Deer Yards and quoting from the documents the significant deer yard assessment schedule mapping was broad scale and may not reflect current conditions. Site specific assessments are therefore appropriate. Additionally, he commented that MNR recognizes that they have been significantly reduced in ability to get on site and consultants provide more current information.

D. Murphy asked A. Shaw if he would refute the MNR data.

A. Shaw replied that his information is definitely more up to date than what was done in 1995. He added that he is not sure when the flights were done and they concentrated on Crown Lands.

R. Ward commented that Armour is quite satisfied with the many conditions and site plan controls. Armour’s Resolution supported the change.

C. Hope commented that there is a massive deer/moose yard in the area and believes more studies should be done.

The members further discussed site plan control, setbacks and building envelopes.

**MOTION 06/26**

**Moved by:**

**G. Miller**

**Seconded by:**

**D. O’Halloran**

**“BE IT RESOLVED THAT the conditions of Draft Approval for Subdivision Application S-01/24 (PRENTICE) are revised as follows:**

**Condition no. 3 is deleted and replaced with the following:**

**“That a zoning by-law amendment be applied for and received which recognizes a minimum lot frontage of 61 m. for proposed Lots 1 – 5.”**

**It is the opinion of the Planning Board that the above change to the conditions is minor and therefore further notice is not required.” - CARRIED**

**1. Review and Approval of Minutes**

No minutes were presented to the Board for approval.

**2. Business Arising from the Minutes**

**Resolution to MMAH Re: Town of Kearney Withdrawal from the Planning Board**

The Resolution tabled at the November 26, 2025 meeting was brought back to the members. The members were provided with two draft resolutions, one in support of Kearney's request to withdraw from the Board and the other requesting that the Town withdraw its request and work with the other members to address their concerns.

**MOTION 07/26**

**Moved by: D. O'Halloran**

**Seconded by: G. Miller**

***"Whereas the South East Parry Sound District Planning Board ("Planning Board") was formed with six members in 1997 as the consent-granting authority for those six municipalities;***

***And whereas the Planning Board has been primarily funded through application fees and has been self-sufficient for most of its operations;***

***And whereas only minimal additional funding has been requested from municipalities due to shortfalls in 2015 and 2016 (a total of \$4,000 per municipality over 28 years);***

***And whereas recent improvements have been implemented at the Planning Board including a fee structure which better reflects today's costs and the addition of part-time dedicated resources to assist with workload with no additional cost to the Planning Board members;***

***And whereas the Planning Board offers a regional approach to planning, taking advantage of expertise, communication and information from other member municipalities;***

***And whereas the Planning Board offers a non-political and personal approach to planning decisions;***

***And whereas the Planning Board retains the services of an Independent Professional Planner to prepare planning reports on most applications;***

***And whereas the time spent by staff with consultations, inquiries and public submissions provides assistance and added value for municipalities;***

***And whereas the expertise and consistency with members and staff of the Planning Board are beneficial, particularly with legislative changes and complex development proposals;***

***And whereas staff dedicated to the planning process with experience in planning and legal matters provide a valuable resource to the members and their municipalities;***

***Now therefore be it resolved that***

***We respectfully ask that the Town of Kearney withdraw its request to cease its partnership with the South East Parry Sound District Planning Board and work with the other members to address its concerns and implement further improvements;***

***And that this resolution be forwarded to...***

***Clerks for each of the current member municipalities of the Planning Board, Christopher Brown – MMAH, Graydon Smith, MPP for Muskoka-Parry Sound." - CARRIED***

**3. Administrative**

There were no administrative items.

**4. Correspondence**

There was no correspondence.

**5. Status of Applications**

L. Moyer reported that there were 55 consent applications in 2025 and 1 plan of subdivision. To date there are 4 complete applications received.

**6. Financial Report**

L. Moyer reported that as of December 31, 2025 there was \$18,636.08 in the bank account; and to date there is \$25,673.92, less fees, in the bank account.

**MOTION 08/26**

**Moved by:**

**N. Hofstetter**

**Seconded by:**

**C. Hope**

***"BE IT RESOLVED THAT we pay the bills in the amount of \$396.63 as presented and approve cheque no. 274 to L. Moyer for \$3,871.07; cheque no. 275 to L. Moyer for \$79.74; payment (online) to Township of Perry for \$1,004.37; cheque no. 276 to LannyD.Planning for \$1,356; payment (online) to Receiver General for \$1,832.16; payment (online) to Township of Perry for \$35; payment (online) to Virgin Plus for \$49.73; cheque no. 277 to L. Moyer for \$3,900.24; cheque no. 278 to L. Moyer for \$56.51; payment (online) to Receiver General for \$2,499.70; payment (online) to Virgin Plus for \$49.73; payment (online) to Township of Perry for \$313.73."***

**- CARRIED**

**7. Other Business**

There was no other business.

**8. Adjournment**

The meeting was adjourned at 7:53 p.m. until the next regular meeting on February 25, 2026 at 6:30 p.m. or at the call of the Chair.

**MOTION 09/25**

**Moved by:**

**D. O'Halloran**

**Seconded by:**

**G. Miller**

***"BE IT RESOLVED THAT we do now adjourn at 7:53 p.m. until the next regular meeting on February 25, 2026 at 6:30 p.m. or at the call of the Chair." – CARRIED***

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Chairperson

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Secretary-Treasurer

## **Southeast Parry Sound District Planning Board**

Regular Meeting

Wednesday, January 28, 2026

Via Zoom

**(ATTACHMENT)**

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**Attending Members:** R. Ward  
D. O'Halloran  
N. Hofstetter  
C. Hope  
G. Miller (alternate)

**Attending Staff:** L. Moyer

**Absent:** C. Philip

### **APPLICATIONS TO BE HEARD:**

The meeting for hearings was opened at 6:34 p.m. The meeting was Chaired by R. Ward. At the commencement of the hearings R. Ward provided introductory comments and prior to the completion of the hearing, L. Moyer advised the applicant(s) and/agent that the Notice of Decision would be forthcoming by mail/email.

**B-049/25**

**M. & S. Armstrong**

The Applicants were not present.

Consent application B-049/25 is a proposed consent to provide for one lot addition to the adjacent lands (Part Lots 22, 23 & 24, Concession 4). The subject lands are located in Part Lot 21, Concession 4 (Part 1, 42R-22453) within the Township of Armour. The severed parcel will have an approximate frontage of 225.5 m. (740 ft.) on Skyline Drive, an approximate depth of 188 m. (617 ft.), an approximate area of 2 ha. (4.94 ac) and is presently vacant. The parcel to be retained will have an approximate frontage of 196.6 m. (645 ft.) on Skyline Drive, an approximate depth of 250 m. (820.21 ft.), an approximate area of 2.42 ha. (6 ac.) and is vacant.

The members were circulated the planning report prepared by Lanny Dennis (LannyD.Planning). L. Dennis recommended that consent application B-049/25 be approved subject to standard conditions and an Official Plan Amendment to permit land division in the waterfront and rural community.

The members were circulated comments from the Township of Armour. The Township advised that they have no objection to the application subject to conditions to obtain an Official Plan Amendment to recognize that the consent will not result in a new lot for development; to obtain a Zoning By-law Amendment to recognize the lot addition and to bring the lands into conformity with the Official Plan Amendment; that the consent be approved for lot addition purposes only; that the lands legally merge with the benefitting lands.

L. Moyer noted the requirement of an Official Plan Amendment and a Zoning By-law Amendment. No issues were raised.

L. Moyer reported that there were no concerns or objections received from the public or agencies circulated.

Consent application B-049/25 cont'd.

**MOTION 01/26**

**Moved by:**

**D. O'Halloran**

**Seconded by:**

**C. Hope**

**"BE IT RESOLVED THAT Consent Application B-049/25 be approved subject to the conditions presented to the Board. Provisional consent is given for the following reasons:**

- The application conforms to the Provincial Planning Statement**
- The municipality supports the subject application.**
- No concerns or objections have been raised through the circulation of the application."**

**– CARRIED**

**B-050/25**

**J. & E. Marshall**

The Applicants and/Agent were not present.

Consent application B-050/25 is a proposed consent to provide for one lot addition to the adjacent lands (Part 1, 42R-13734). The subject lands are located in Part Lot 13, Concession 12 (Part 2, 42R-10672) within the Township of Perry. The severed parcel will have an approximate depth of 199.3 m. (654 ft.), an approximate area of .43 ha. (1.06 ac) and is presently vacant. The parcel to be retained will have an approximate frontage of 127.16 m. (417.19 ft.) on Old Government Road, an approximate depth of 189.85 m. (622.86 ft.), an approximate area of 5.7 ha. (14.09 ac.) and has a dwelling and accessory buildings located on it.

The members were circulated the planning report prepared by Lanny Dennis (LannyD.Planning). Having reviewed the Township's Official Plan and Zoning By-law as well as the Provincial Policy Statement, it was recommended that consent application B-050/25 be approved subject to the standard conditions.

The members were circulated comments from the Township of Perry. The Township advised that they have no objection to the applications subject to standard conditions.

L. Moyer noted the condition that if required the owner of the benefitting lands must apply to the Planning Board for a certificate of cancellation of consent to ensure the lands merge in title. No issues were raised.

L. Moyer reported that there were no concerns or objections received from the public or agencies circulated.

**MOTION 02/26**

**Moved by:**

**G. Miller**

**Seconded by:**

**D. O'Halloran**

**"BE IT RESOLVED THAT Consent Application B-050/25 be approved subject to the conditions presented to the Board. Provisional consent is given for the following reasons:**

- The application complies with the approved Zoning By-law in effect for the municipality.**
- The application conforms with the Provincial Planning Statement.**
- No concerns or objections have been raised through the circulation of the application."**

**– CARRIED**

**B-051/25**

**C. & C. James**

**B-052/25**

The Agent T. Williams (EJ Williams Surveying) was present.

**B-053/25**

Consent applications B-051/25, B-052/25, and B-053/25 are proposed consents to create three new lots for residential purposes. The subject lands are located in Part Lot 11, Concession 10 (Part 1, 42R-4377) within the Township of Armour. Severed 1 will have an approximate frontage of 172 m. (564.3 ft.) on Wood's Road,

**Consent applications B-051/25, B-052/25 & B-053/25 cont'd.**

an approximate depth of 55 m. (180.45 ft.), an approximate area of .81 ha. (2 ac.) and is presently vacant. Severed 2 will have an approximate frontage of 61 m. (200.13 ft.) on Wood's Road, an approximate depth of 110 m. (360.9 ft.), an approximate area of .82 ha. (2.03 ac.) and is vacant. Severed 3 will have an approximate frontage of 152 m. (498.69 ft.) on Wood's Road, an approximate depth of 110 m. (360.9 ft.), an approximate area of .85 ha. (2.1 ac.) and is vacant. The parcel to be retained will have an approximate frontage of 154 m. (505.25 ft.) on Wood's Road, an approximate depth of 126 m (413.39 ft.), an approximate area of 1.4 ha. (3.46 ac.) and has a dwelling, garage and shed located on it.

The members were circulated the planning report prepared by Lanny Dennis (LannyD.Planning). Having reviewed the Township's Official Plan and Zoning By-law as well as the Provincial Policy Statement, it was recommended that consent applications B-051/25, B-052/25, and B-053/25 be approved subject to the standard conditions and that the Township is satisfied that the issue of wildfire has been addressed.

The members were circulated comments from the Township of Armour. The Township advised that they have no objection to the applications subject to standard conditions.

L. Moyer noted the condition that the Planning Board must be advised in writing by the Township of Armour that the issue of wildfire has been addressed to their satisfaction. R. Ward confirmed that this condition should be included. No issues were raised.

L. Moyer reported that there were no concerns or objections received from the public or agencies circulated.

**MOTION 03/26**

**Moved by:**

**N. Hofstetter**

**Seconded by:**

**C. Hope**

***"BE IT RESOLVED THAT Consent Applications B-051/25, B-052/25, and B-053/25 be approved subject to the conditions presented to the Board. Provisional consent is given for the following reasons:***

- The applications conform to the approved Official Plan of the municipality.***
- The applications comply with the approved Zoning By-law in effect for the municipality.***
- The applications conform with the Provincial Planning Statement.***
- The municipality supports the subject applications." – CARRIED***

**B-054/25**

**J. Ratcliffe**

The Agent, L. Dennis (LannyD.Planning) was present.

Consent application B-054/25 is a proposed consent to create one new lot for residential purposes. The subject lands are located in Part Lots 13 & 14, Concession 2 within the Township of Perry. The parcel to be severed will have an approximate frontage of 65 m. (213.25 ft.) on Long Lake Road and approximately 835 m. (2,739.5 ft.) frontage on Long Lake, an approximate depth of 900 m. (2,952.76 ft.), an approximate area of 6.6 ha. (16.3 ac.) and has a dwelling located on it. The parcel to be retained will have an approximate frontage of 410 m. (1,345.14 ft.) on Long Lake Road and approximately 247 m. (810.37 ft.) frontage on Long Lake, an approximate depth of 1,005 m. (3,297.24 ft.), an approximate area of 37.9 ha. (93.65 ac.) and is vacant.

L. Moyer informed the Board Members that there is no report from the Planning Board's planner for consent applications B-054/25 (Ratcliffe) as he is acting as the agent for the applicant.

The members were circulated comments from the Township of Perry. The Township advised that they have no objection to the applications subject to the condition that the Township requires that a \$500 administrative fee be paid.

**Consent application B-054/25 cont'd.**

L. Moyer reported that there were no concerns or objections received from the public or agencies circulated. L. Moyer noted that the lands had previously merged in title.

L. Dennis stated that they are looking at a conservation easement on the severed parcel, beyond the building envelope.

G. Miller asked about the transfer of a road deviation to the Township. L. Moyer explained that condition four relates to the reference plan and transfer of a deviated road. L. Moyer advised that the Township can request survey of the parcels even if not required by Registry to transfer the lands. No other issues were raised.

**MOTION 04/26**

**Moved by:**

**D. O'Halloran**

**Seconded by:**

**G Miller**

***"BE IT RESOLVED THAT Consent Application B-054/25 be approved subject to the conditions presented to the Board. Provisional consent is given for the following reasons:***

- The application complies with the approved Zoning By-law in effect for the municipality.***
- The application conforms to the Provincial Planning Statement.***
- The municipality supports the subject application.***
- No concerns or objections have been raised through the circulation of the application."***

***– CARRIED***

The hearings were concluded.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

**Town of Kearney**  
**A/P Batch Report (Feb 25 - Feb.27/26)**  
Batch: 2026-00017 to 2026-00019

Bank Code - AP - GENERAL AP

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
35421	2/25/2026	Abell Pest Control				
			A7722952	March Pest Control	178.47	
			A7766098	March Pest Control	65.61	
			A7781230	March Pest Control	62.15	306.23
35422	2/25/2026	Backus, Jack				
			JB Acct Refund	Refund 011-715 (replace chq3527	1,016.90	1,016.90
35423	2/25/2026	Bell Canada				
			Feb 7/26	February Telephone	83.88	83.88
35424	2/25/2026	Bickley Ford Sales				
			FCCS218497	Lube , oil and filter	359.16	359.16
35425	2/25/2026	Call of the Wild Inc.				
			Rental 2058	Event - Portable restroom rental	1,915.35	
			Credit No.58320	Credit on portable restroom cleanii	-372.90	1,542.45
35426	2/25/2026	ClayMar Electric				
			4903	Generator maintenance service	1,227.51	1,227.51
35427	2/25/2026	CUPE Local 1813				
			20260128	Share of mtg room exp(Bargaining	215.63	215.63
35428	2/25/2026	Data Fix				
			11333	Payment 4 - Voterview Event 2026	1,582.00	1,582.00
35429	2/25/2026	Demain Tire				
			1179	New Tires	2,174.70	
			1180	New Tires	2,174.70	
			1186	Instal and rotate tires	67.80	
			1187	Service call - rotate mounted tires	384.20	4,801.40
35430	2/25/2026	Dependable Emergency Vehicles				
			ON-010460	2025 Ram 1500 Big Horn	100,942.90	
			ON-010744	2025 Ram 1500 Reg/Licensing	350.00	101,292.90
35431	2/25/2026	Hebblethwaite, Jason				
			JGFirecall Meal	Fire Call Meal Exp Reimbursemen	160.61	160.61
35432	2/25/2026	Intact Public Entities				
			IN000031820	Reference P3008867 (Grasslake)	5,071.84	5,071.84
35433	2/25/2026	Kelly Shires Foundation				
			260002-051 Rfnd	Refund Rental Deposit	250.00	250.00
35434	2/25/2026	Logan, Becky				
			BL PB Reimburs	Pancake Breakfast reimbursement	45.27	45.27
35435	2/25/2026	Moore Propane Ltd.				
			6027224	Liquid Propane Fill Feb 13	721.72	
			6027347	Liquid Propance Fill Feb 19	1,332.62	2,054.34
35436	2/25/2026	O'Hara, Shane				
			SO Feb18/BA/26	Reimburse Boot Allow (\$325.27 Bc	169.49	169.49
35437	2/25/2026	Purolator Inc.				
			540281340	Shipping to Kennedy & Zenith Insu	12.56	12.56
35438	2/25/2026	Sharer, Jill				
			JS CUPE - KMs	CUPE Huntsville/return KMS) Jan	98.60	98.60
35439	2/25/2026	The Great North Arrow				
			1348	Full page colour ad	254.25	254.25
35440	2/25/2026	Wendy's Kitchen				
			1005	Dog Sled Meals	1,002.45	1,002.45
35441	2/27/2026	Almaguin Highlands Health Centre				

**Town of Kearney**  
**A/P Batch Report (Feb 25 - Feb.27/26)**  
Batch: 2026-00017 to 2026-00019

**COMPUTER CHEQUE**

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		AHCC 2026 Contr		2026 Contribution per Resolution 7	6,007.00	6,007.00
35442	2/27/2026	Bell Mobility Inc.				
		Feb 11/26 F/D		February Cell Phone	44.35	
		Feb 11/26 PW		February Cell Phones (x 2)	81.65	
		Feb 7/26 B/D		January Data Flex Plan	145.77	271.77
35443	2/27/2026	Bell Canada (Internet)				
		Feb 19/26		March Internet	180.68	180.68
35444	2/27/2026	ClayMar Electric				
		5165		Supply & installation of exit sign	739.54	739.54
35445	2/27/2026	CRA - Receiver General				
		Jan 16-31/26		Source Deductions Period Jan 16-	17,134.92	
		Feb 1-15/26		Source Deductions Period Feb 1-1	14,948.27	
		Feb 16-28/26		Source Deductions Period Feb 16-	17,845.66	49,928.85
35446	2/27/2026	CRA - Receiver General				
		Mar 3/26		Third Party Remittance	755.09	755.09
35447	2/27/2026	CUPE Local 1813				
		Feb/26 Dues		February Union Dues	398.71	398.71
35448	2/27/2026	Demain Tire				
		1185		Install & rotate winter tires	180.80	180.80
35449	2/27/2026	EXL-AIRE				
		36696		Routine Maintenance - Furnace	358.87	358.87
35450	2/27/2026	Glen Martin Ltd.				
		430962		Cleaning Supplies	257.36	257.36
35451	2/27/2026	Inservus Management Systems				
		2537		Mobile Evaluations	1,227.18	1,227.18
35452	2/27/2026	Kennedy Ins Brokers Inc				
		89268		END - Feb 11 Add 2020 Case	602.64	602.64
35453	2/27/2026	Municipality of Magnetawan				
		2026-012		Clerks' Meeting - Lunch	30.00	30.00
35454	2/27/2026	Muskoka Springs Inc				
		264006		Drinking water bottles	596.19	596.19
35455	2/27/2026	OMERS				
		Feb/26 Pension		February Pension Contributions	7,058.48	7,058.48
35456	2/27/2026	Purolator Inc.				
		550237890		Shipping Charge	6.28	6.28
35457	2/27/2026	Receiver General for Canada				
		20260027810		Annual Radio Authorization Renew	1,252.80	1,252.80
35458	2/27/2026	Smellies Copy & Print Shop				
		47002		Printing Services for Interim Tax Bi	1,457.29	1,457.29
35459	2/27/2026	Three Mile Truck & Trailer Repair				
		3033		Install Fuel Pedal	265.55	265.55
35460	2/27/2026	Town Of Parry Sound				
		IVC000000024154		Land Ambulance 2026	148,764.17	148,764.17
35461	2/27/2026	Waste Connections of Canada				
		7113-0000362942		Recycle dump & return	1,734.44	1,734.44
Total Computer Cheque:						343,621.16

**EFT**

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
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**Town of Kearney**  
**A/P Batch Report (Feb 25 - Feb.27/26)**  
Batch: 2026-00017 to 2026-00019

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
247	2/27/2026	ADR Chambers	9808	2026 Annual Retainer Fee	565.00	565.00
248	2/27/2026	Agriculture Forestry Construction Inc.	8582	Service and repair leak	400.45	
			8600	Replace new eye on wing cylinder	384.20	784.65
249	2/27/2026	100320438 Ontario Ltd		Quote Jan 28/26	225.44	
				Quote Feb 17/26	290.13	515.57
250	2/27/2026	Bowman Fuels Ltd.				
			835740	Vehicle Diesel fill - Feb 20/26	764.42	
			835739	Vehicle diesel fill - Feb 20/26	2,329.35	
			835741	Vehicle diesel fill - Feb.20/26	944.13	
			834685	Vehicle diesel fill - Feb. 13/26	1,214.16	
			837017	Diesel Fuel Fill Feb 27/26	1,937.10	7,189.16
251	2/27/2026	Currie Truck Centre				
			0597097P	Def Fluid	293.80	
			0596900P	Lamp 24 Led SF PED - Amber	77.62	371.42
252	2/27/2026	D.M. Wills Associates Limited				
			30264	Kearney Landfill Monitoring	381.38	
			30263	Landfill Monitoring 2025 - 2030	1,033.95	1,415.33
253	2/27/2026	Fetterley's Gas & Convenience c/o				
			DS Jan16-Feb9	Fuel fills for dog sled vehicles	888.69	
			Feb 3-11/26 TS	Fuel Fill	74.25	
			Feb 3-11 Trk13	Fuel Fill	109.00	
			Feb 3-11 PK	Fuel Fill & wiper blades	147.68	
			Feb 3-11 BD	Fuel Fill	101.83	
			Feb 3/11 PksS	Supplies	7.45	
			Feb 3-11 FD	Vehicle Fuel Fills	370.42	
			Feb 3-11 KCC	Maintenance supplies	75.10	
			Feb19-27 FD	Vehicle Fuel Fills	686.05	
			Feb19-27 BD	Vehicle Fuel	83.48	
			Feb19-27 TS	Vehicle Fuel	67.43	
			Feb 19-27 PK	Vehicle Fuel	101.00	
			Feb19-27 KCCs	Maintenance Supplies	30.01	
			Feb 19-27 FDB	Water Softener Supplies	33.88	
			Feb19-27 PKs	Maintenance Supplies	21.59	
			Feb 19-27 PWs	Gloves	36.24	2,834.10
254	2/27/2026	Fibernetics Corporation				
			780438	March Telephone	33.89	
			780433 KWTS	March Telephone (King William)	95.92	
			780433 KTS	March Telephone (Kallio)	33.83	
			780396	March Telephone	39.48	
			780393	March Telephone	186.33	389.45
255	2/27/2026	Gourlay, Nicole				
			NG Exps Feb24	Bargaining & Clerks Group Mileage	80.88	
			NG Exp Feb24.	January & February Cell Phone Us	100.00	180.88
256	2/27/2026	Harvie, Kent				
			KH Exp Mar3	January & February Cell Phone Us	60.00	60.00
257	2/27/2026	1450962 Ont Inc.				

**Town of Kearney**  
**A/P Batch Report (Feb 25 - Feb.27/26)**  
Batch: 2026-00017 to 2026-00019

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			I5179	February service - outdoor toilets	146.90	
			I5144	Feb Service - outdoor toilets (KWT)	73.45	
			I5143	Feb service - outdoor toilet (Kallio)	73.45	293.80
<b>258</b>	<b>2/27/2026</b>	<b>Lake Country Office Solutions</b>				
			117538	Sophos Annual Renewal	502.85	502.85
<b>259</b>	<b>2/27/2026</b>	<b>Leblond, Jenny</b>				
			JL Exp Feb13/26	Reimburse pancake breakfast exp	37.68	
			JL CellExp Mar3	January & February Cell Phone Us	60.00	97.68
<b>260</b>	<b>2/27/2026</b>	<b>Netspectrum</b>				
			114392	March Internet	74.52	74.52
<b>261</b>	<b>2/27/2026</b>	<b>NorthBay ParrySound District Health U</b>				
			Mar 1/26 Levy	March Levy Payment	2,599.08	2,599.08
<b>262</b>	<b>2/27/2026</b>	<b>Russell Christie LLP</b>				
			52097457Feb24	Legal Re: ATV MOU	1,038.12	
			52097442Feb24	General Legal Matters	658.44	1,696.56
<b>263</b>	<b>2/27/2026</b>	<b>Sunbelt Rentals of Canada Inc.</b>				
			79483289-0001	Scissorlift	820.89	820.89
<b>264</b>	<b>2/27/2026</b>	<b>Telequip Systems Limited</b>				
			TELEQIN137041	March Radio Usage	237.30	237.30
<b>265</b>	<b>2/27/2026</b>	<b>Corporation of the Township Of Armou</b>				
			ARM 26-11	January hours / mileage / expense	6,093.62	6,093.62
<b>266</b>	<b>2/27/2026</b>	<b>TransCanada Safety</b>				
			76695	Khaki Pioneer Pant Defender	1,675.89	
			76325	Fire Helmet	565.00	2,240.89
<b>267</b>	<b>2/27/2026</b>	<b>Waterloo Biofilter Systems</b>				
			SVIN-026735	Alarm Base Fee / Technician Labor	353.13	
			SVIN-026760	Technical labour	183.63	536.76
<b>268</b>	<b>2/27/2026</b>	<b>Wurth Canada Ltd</b>				
			26788787	Side Marker Light	198.30	198.30
				<b>Total EFT:</b>		<b>29,697.81</b>
				<b>Total AP:</b>		<b>373,318.97</b>

**The Corporation of the Town of Kearney**

**RECREATION COMMITTEE  
MINUTES**

**Tuesday, February 10, 2026 – 2:00 p.m.  
Seniors Room**

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**Members Present: Secretary of Recreation Becky Logan, Treasurer Jenny Leblond, Councillor Jill Sharer, Janet Dunsmore, Pauleen Patton, Patti Kennery and Debbie Watson.**

**Regrets: Bea Dubuc, Tracey Mashinter**

**1. Call the Meeting to Order at 2:04pm.**

**2. Approval of Agenda**

Res. No. 04-26                      Debbie Watson, Jill Sharer

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. 05-26                      Janet Dunsmore, Patti Kennery

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adopts the minutes of January 13, 2026 as circulated.

CARRIED

**6. Items for Discussion**

**6.1. Staff Activity & Programming Report**

The Committee reviewed the January programming report and noted that attendance in all fitness classes remains steady. Lisa's contract was recently renewed, and it was recommended that the drop-in rate for the Tuesday and Thursday fitness classes be increased from \$10 to \$15 to match the other classes. Staff confirmed that kids' dance will return for a 7-week spring session in March, with more sessions planned for May-June and September-October. Amanda's Monday evening classes will also start running on a weekly basis.

Res. No. 06-26                      Patti Kennery, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to increase the drop-in rate for Tuesday and Thursday fitness classes to \$15 beginning March 1.

CARRIED

#### 6.2. Family Day Pancake Breakfast

The Committee discussed plans for the Family Day Pancake Breakfast. Staff noted the Firefighters Association will take care of the kitchen and cooking, and two volunteers from St. Patrick's Parish will handle admissions at the door. Pauleen shared that eight Lions Club volunteers will also help run the event and that the Lions planned to pick up pancake mix and other supplies. Staff will contact them to confirm that the Town has already purchased the food supplies needed for the fundraiser.

#### 6.3. Update on March Break and summer sports programming

The Committee reviewed plans for March Break and confirmed that the gym will be open on Monday and Friday from 11:00AM to 2:00PM to align with library programming. Staff confirmed that parents will be required to stay and supervise their children, and volunteers will only be needed to make sure that the space and equipment are being used properly. Staff will advertise for high school students that might want to volunteer for hours. The Committee directed Staff to purchase equipment for March Break and the tentative summer drop-in sports programming.

Res. No. 07-26                      Patti Kennery, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney establish a budget in the amount of \$645.00 for the purchasing of the following equipment: badminton birdies, floor hockey equipment and 4 Plasmacars.

CARRIED

#### 6.4. Legion Easter

The Committee confirmed they will contribute \$300 to the Legion for their upcoming Easter event and discussed helping the Legion on the morning of Sunday, April 5. Lisa Lahn has requested 3-4 volunteers to help.

#### 6.5. Update on Canada Day

Staff provided quotes to the Committee for a bouncy castle and face painter. The Committee discussed options for food vendors with Pauleen confirming that the Lions and the Legion plan to provide snow cones and popcorn and are looking into procuring a hot dog roller. Staff noted that the Firefighters Association offered to host a barbecue as a possibility; the Committee will wait and see if the Lions can arrange for hot dogs before considering other options. The Committee noted that a stage will need to be provided for Tobin Spring's band. The Committee directed Staff to book the bouncy castle from Air Bounce Adventures and Bernice Lauzon for face painting.

Res. No. 08-26                      Janet Dunsmore, Debbie Watson

BE IT RESOLVED that the Recreation Committee of the Town of Kearney establish a budget in the amount of \$2,800. for the following events: Canada Day inclusive of bouncy castle, face painter and decorations.

CARRIED

6.6. Update on Music at Mirror Bay

Staff informed the Committee that Tina Turley’s band will be filling in for the July 11 date for a fee of \$500, bringing the total expense amount for Music on Mirror Bay to \$3,200. The Committee discussed and approved plans to purchase a retractable banner from Vistaprint for the community centre to promote Music at Mirror Bay and Movie Night in September for approximately \$200.00. The Committee also discussed potential locations in the community for sandwich boards to be possibly erected to further enhance advertising.

6.7. Finalize 2026 Budget

Staff gave the Committee a summary of the 2025 recreation revenue and expenses, noting that revenue budget exceeded by \$1,773. Staff prepared a draft recreation budget for 2026 based on the Committee’s review of events and programs from the January meeting and the changes discussed. The Committee discussed and approved an overall recreation budget of \$35,500 for the year, inclusive of \$23,200 towards programming and \$12,300 towards events.

Res. No. 09-26 Janet Dunsmore, Jill Sharer


BE IT RESOLVED that the Recreation Committee of the Town of Kearney establish a budget in the amount of \$35,500 for the 2026 recreation budget, inclusive of \$23,200 programming budget, and \$12,300 events budget.


7. Adjournment

Res. No. 10-26 Janet Dunsmore, Patti Kennery

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 3:30PM to meet again at 2:00PM on March 10, 2026.

CARRIED

  
 \_\_\_\_\_  
 Chair

  
 \_\_\_\_\_  
 Secretary



## **Staff Report**

**Staff Report No.** SR2026-16

**Date:** March 19, 2026

**To:** Mayor, Deputy Mayor and Members of Council

**From:** Tom Young, Public Works Superintendent

**Subject:** Public Works Building Roof Renovation

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### **Recommendation:**

PWS recommends that council amends the 2026 capital budget to allocate funds to repair the Public Works building roof.

### **Background:**

Currently the roof of the Public Works Building at 149 King William St. is leaking badly. In 2023 there was an MOL order to deal with some mold remediation. It was found that the roof was leaking, and the insulation and drywall on the ceiling was wet. In 2024 the mold was removed, the roof was repaired and insulation and drywall was replaced.

### **Analysis:**

This winter/spring (Feb, Mar) there was ice & snow on the roof. It started to leak over the PWS office and through the window frame and the drywall on the ceiling causing a small spot of the ceiling to fall in. It then started to leak in the parts room. On a Saturday when staff were in for winter operations the ceiling got wet enough for a large piece to fall down. The H&S worker rep was in and deemed it unsafe for staff entry because there was more wet drywall hanging down. He sent pictures to the PWS. When the PWS got to work Monday he contacted a contractor to come and take care of the issue to make it safe. The parts room is approximately 10'X40'. All the ceiling drywall had to be taken down, all the insulation was very wet and had to come out. It was noted that there was some roof trusses coming apart. An inspection of the garage part of that addition was done, and it was also wet, nothing was in danger of falling down so no work was needed at that time. An inspection of the front part of the garage (old part) was also done, and it was found that there was moisture there as well. In all the inspections it was observed that there was not sufficient ventilation in the attic. The addition was originally only built as a cold storage building and not built for being heated. Sometime later heaters were installed.

On March 12, 2026 the Town CBO emailed a document making recommendations on fixing these issues.

### **Financial Implications:**

The cost of the contractor to make this issue safe was \$2,385.00 + HST. With the ceiling and insulation removed heat will now be going out through the roof more than it was so heating cost will rise. There was no indication that the work completed previously wasn't fixing the root cause and therefore, costs were not allocated to the capital budget for this in 2026.

### **Conclusion:**

The PWS suggests that Council supports getting 3 quotes to fix all these issues.

### **Prepared by:**

Tom Young, Public Works Superintendent



**MEMO**

Date: March 4, 2026  
To: Mayor, Deputy Mayor and Members of Council  
From: Paul Schaefer Fire Chief  
Subject: 2011 Ford 3500 CTV (former ambulance 317)

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Council did approve the purchase of a new in stock 2025 Dodge Ram Pickup to replace our 2011 Ford 3500 CTV (former ambulance 317).

The Fire Chief recommends that Council declare the 2011 Ford 3500 CTV (former ambulance 317) as surplus and sell this vehicle on govdeals.com.

Prepared by:

Paul Schaefer Fire Chief



**Building Permit Fee Summary  
For the year ended December 31,2025**

This report is issued pursuant to the requirements of Section 7(4) of the Building Code Act, as amended. This report sets out the Total fees collected, a summary of the indirect and direct costs of administrations and enforcement and the statement of reserve funds for the building services. In Section 7(5) of the Building Code Act it states that this report shall be made available to the public.

**Total Fees Collected:**

Total Fees Collected for the period of January 1, 2025 to December 31, 2025 Under By-Law 2024-09 of the Town of Kearney	\$102,917.81
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**Cost of Delivery Services:**

Direct Costs of administrative and enforcement of the Act, Including the review of applications for permits and the Inspection of buildings	\$103,020.94*
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Indirect Costs of administration and enforcement of the Act, Including support and overhead costs, staff training, information technology, mileage/vehicle expenses, insurance and legal services	\$31,281.18
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Total Cost of Delivering Services:	<u>\$134,302.12</u>
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<b>Expenditures over Revenues as of December 31, 2025</b>	<b>\$31,384.31</b>
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<b>Statement of Reserve Funds for Building Services as of December 31, 2025</b>	<b>\$0.00</b>
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Dated this 19<sup>th</sup> day of March, 2026

\_\_\_\_\_  
Nicole Gourlay, CAO/Clerk  
Town of Kearney – in  
coordination with the  
Treasurer, Jenny LeBlond

\* Extraordinary expenses in 2025 have been removed



**Staff Report**

**Staff Report No.** SR2026-XX  
**Date:** March 19<sup>th</sup> 2026.  
**To:** Mayor, Deputy Mayor and Members of Council  
**From:** Paul Schaefer, CBO  
**Subject:** Annual Permit fee Report to Council

**Recommendation:**

That Council accept this report prepared by the Chief Building Official.  
 AND FURTHER THAT Council determines to revisit the annual permit fee review again next year.

**Background:**

Subsequent to Section 1.9 of Part 1 Division C of the Building Code which requires an annual report on permit fees to be provided to Council, please find the following information and recommendations for Council's consideration.

**Consideration:**

Staff was asked to compare our fees with surrounding municipalities. Our fees are based on construction costs where we set a minimum square foot cost, or we can use the applicant's declared costs from the building application. Other municipalities are using a square foot cost for fee calculations. When comparing and calculating fees our current fees are slightly higher in most areas when we add the administration fee. One suggestion is to have a minimum construction fee less the administration fee of \$240.00 dollars.

Municipality	Fee Structure	Typical Residential Rate	Minimum Fee
<b>Town of Kearney</b>	Per \$1,000 of construction value (either pre-determined by contractor/owner OR based on predictive formula of \$175/sq ft for a SFD)	<b>\$16 / \$1,000</b>	\$200
Armour Township	Submission fee + Per square foot based on project type	\$2.02 / sq. ft. (SFD)	\$55 - \$100 submission fee
Ryerson Township	Per square foot (Joint Building Committee)	Comparable to Burk's Falls	\$250
Village of Burk's Falls	Flat base fee + cost guidelines	\$200 base	\$200
McMurrich-Monteith	Per square foot	~\$1.75-\$2.00 / sq. ft.	\$250
Magnetawan	Per \$1,000 of construction value (based on \$200 per sq ft for a SFD)	\$16 / \$1000	\$200
Township of Perry	Per square foot or value (greater of)	\$1.85-\$2.00 / sq. ft.	\$250

By comparison, Perry Township appears to require a fee for septic system installations which adds an additional \$500 to each SFD permit costs. At least 2 municipalities utilize a Permit Maintenance Fee, a fee to maintain a building permit file that remains open for 4 or more years. This may help encourage applicants to complete their builds in a timely fashion. Completing their builds/finalizing their permits ensures MPAC has the full assessed value for the property which in turn ensures full taxable assessment for the municipality. These are all options to consider.

We are currently in a restructuring phase and actual costs to run the department are somewhat unknown at this time. The CBO suggests to get the Building Department running in a good positive fashion and perhaps next year we can revisit the actual costs with fees and determine a game plan moving forward.

Respectfully submitted by Paul Schaefer, CBO

# THE CORPORATION OF THE TOWN OF KEARNEY

## **By-Law No. 2026- XX**

*Being a By-Law to enter into an agreement with CHUMS Financing Corporation aka One Investment*

Being a by-law to authorize The Corporation of Town of Kearney (the "Corporation") to enter into the Agency Agreement, as defined herein, between CHUMS Financing Corporation and Local Authority Services, as Agent, and Eligible Investors with respect to "ONE Investment" and to authorize the Treasurer to execute the necessary documents from time to time for that Purpose.

**WHEREAS** the *Municipal Act* provides that the power of a municipality to invest money includes the power to enter into an agreement with any other municipality, school board, college, university, hospital or such other person or classes of them as may be prescribed by regulation for the joint investment of money by those parties or their agents;

**WHEREAS** the Corporation proposes to enter into an restated Agency Agreement dated as of March 1, 2010 (the "Agency Agreement") between CHUMS Financing Corporation, a duly incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario (MFOA), and Local Authority Services (LAS), the business services arm of the Association of Municipalities of Ontario (AMO), as Agent, and Eligible Investors, and defined therein, to permit the Corporation to be an investor through "ONE Investment" for joint investments as set out in the various schedules to the Agency Agreement (the "Portfolios");

**WHEREAS** the Council of the Corporation deems it to be in the interest of the Corporation to enter into the Agency Agreement and to enroll in one or more of the ONE Investment portfolios;

**WHEREAS** the Treasurer has stated, pursuant to the statement appended hereto, that the investment guidelines of the Agent comply with the Corporation's investment policies and goals;

### **COUNCIL ENACTS AS FOLLOWS:**

1. The Agency Agreement is hereby authorized substantially in the form made available to the Council at its meeting held on the 19<sup>th</sup> day of March, 2026.
2. The Treasurer is hereby authorized and directed to enter into and execute the Agency Agreement and any other necessary documents, including without limitation, enrolment documents and documents in connection with payment services for the Portfolios, and to do anything necessary or desirable, initially and on an ongoing basis, on behalf of the Corporation, to give effect to the purpose, and the Treasurer is hereby authorized to affix the corporate seal of the Corporation to the Agency Agreement and any other documents which are necessary or desirable to give effect to the Agency Agreement or to the purpose.
3. All previous By-laws and resolutions and parts of by-laws and resolutions inconsistent with the provisions of this by-law are hereby repealed.
4. This by-law shall come into force and take effect on the date of its final passing.

**READ A FIRST, SECOND TIME AND THIRD TIME**, passed and signed and the Corporate Seal attached hereto, this the 19<sup>th</sup> day of March, 2026.

THE CORPORATION OF THE  
TOWN OF KEARNEY

---

Cheryl Philip, Mayor

---

Nicole Gourlay, COA/Clerk

---

**AMENDED AND RESTATED AGENCY AGREEMENT**

Dated as of March 19, 2026

Between

**CHUMS FINANCING CORPORATION and  
LOCAL AUTHORITY SERVICES**  
as Agent

and

Corporation of the Town of Kearney  
("Investor")

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## AMENDED AND RESTATED AGENCY AGREEMENT

This agreement dated as of March 19, 2026 is between

**CHUMS FINANCING CORPORATION and  
LOCAL AUTHORITY SERVICES**  
as Agent

and

Corporation of the Town of Kearney  
("Investor")

### RECITALS

A. In 1999, CHUMS and LAS combined their efforts to act as agent for municipalities in connection with the investment of municipal and public sector funds in Ontario under an investment program now known as "The One Investment Program".

B. Pursuant to an Agency Agreement dated as of May 31, 1999, as amended (the "Original Agreement") various Investors appointed CHUMS and LAS as their agent for making such investments.

**FOR VALUE RECEIVED**, the parties agree that the Original Agreement is amended and restated as follows:

### SECTION 1 - INTERPRETATION

#### 1.01 Definitions. In this Agreement,

- a) **Agent** means both CHUMS and LAS acting together and any successor agent or agents appointed under Section 2.05 or CHUMS or LAS if it is a remaining entity under Section 2.03 or 2.04;
- b) **Agreement** means this amended and restated agency agreement, any Investment Mandate Schedules and any other schedules attached to this agreement from time to time as the agreement, the Investment Mandate Schedules or any of the other schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time;
- c) **Banking Day** means a day on which the Payment Servicer and the Custodian are open for business in Toronto, Ontario, other than a Saturday or a Sunday or a statutory holiday in Toronto, Ontario;
- d) **CHUMS** means CHUMS Financing Corporation and its successors;

- e) **Custodian** at any time means a financial institution which at such time has been approved by the Agent to provide custodial and other custody related services in connection with the Investment Program;
- f) **Eligible Investor** means, in respect of the Investment Program, a municipality, college, hospital, school board, or university, as defined under the *Municipal Act* or such other persons or classes of persons as may be prescribed under the *Municipal Act*, with which an Ontario municipality is permitted to enter into an agreement for the joint investment of money;
- g) **Investment Account** means with respect to an Investor an account maintained in the records of the Recordkeeper evidencing the Investor's percentage ownership interest in the investments made in accordance with an Investment Mandate;
- h) **Investment Counsel** means at any time one or more professional investment management firms registered in Ontario as portfolio managers, which at such time has been approved by the Agent to provide investment management services for an Investment Mandate;
- i) **Investment Mandate** means an investment mandate comprising the Investment Program as more particularly described in the relevant Investment Mandate Schedule;
- j) **Investment Mandate Schedule** means a schedule to this Agreement, as added, amended, deleted, supplemented, restated, renewed or replaced from time to time, describing a particular Investment Mandate including the objectives, eligible investments and such other information as the Agent considers necessary or desirable;
- k) **Investment Program** means an arrangement for joint investment carried on under the program name of "The ONE Investment Program" arranged by the Agent for use by the Investors;
- l) **Investment Program Agreements** means the agreements entered into, from time to time, by the Agent, as agent for the Investors, with the Custodian, the Payment Servicer, Valuator, Recordkeeper, Investment Counsel and such other persons as the Agent considers appropriate for the purpose of carrying out the objectives of the Investment Program and each Investment Mandate within the Investment Program;
- m) **Investment Program Committee** means the committee described in Section 2.02;
- n) **Investor** means an Eligible Investor which has received a duly executed notice from the Recordkeeper under Section 3.01(c) advising the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s) and which has not ceased to be an Investor under Section 2.06 or Section 3.03;
- o) **LAS** means Local Authority Services and its successors;
- p) **Municipal Act** means the *Municipal Act*, R.S.O. 1990, c. M.45, as amended from time to time.

- q) **Payment Servicer** means at any time a Canadian financial institution which at such time has been approved by the Agent to facilitate the transfer of assets of an Investor between an Investor's financial institution and an Investor's Investment Account;
- r) **Recordkeeper** means at any time an entity approved by the Agent from time to time to provide recordkeeping services in respect of the Investment Program including receiving and implementing Investor instructions, keeping records of Investor holdings and providing monthly reporting to Investors.
- s) **Valuator** means at any time an entity approved by the Agent from time to time to provide valuation services in respect of the Investors' Investment Accounts.

1.02 **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.03 **Headings and Table of Contents.** The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.04 **Number and Gender.** Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.05 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

## SECTION 2 - AGENT

2.01 **Appointment of Agent, etc.** Each Investor irrevocably appoints and authorizes the Agent to take all action as an agent on its behalf and to exercise all powers and rights and to perform all duties and to enable Investors to invest money in accordance with the terms of this Agreement and the Investment Program Agreements together with all powers reasonably incidental thereto. In addition to the foregoing, each Investor agrees that CHUMS and LAS may enter into such agreements and arrangements and do all such things, whether as principal or agent, as may be necessary or desirable to facilitate payments for investments, maintenance of investments in respect of Investment Mandates and withdrawals from Investment Accounts.

2.02 **Investment Program Committee.** Each Investor authorizes the Agent to appoint from time to time an Investment Program Committee and, subject to any provision in this Agreement, to delegate to the Investment Program Committee any or all of the powers, rights and responsibilities of the Agent for the Investment Program under this Agreement. Subject to Sections 2.03 and 2.04, CHUMS and LAS shall each appoint an equal number of members. Each member must be a senior officer who is employed by an Ontario

municipality, college, hospital, school board or university or another person agreed to by each of CHUMS and LAS.

**2.03 Resignation of Agent.** If either CHUMS or LAS becomes unwilling to continue to participate as Agent, the remaining entity shall continue as Agent and shall be responsible for the appointment of all of the members of the Investment Program Committee. The Agent may resign as agent at any time by giving at least 30 days prior written notice to each Investor specifying the date on which the resignation is to be effective and by giving notice in accordance with Section 5.08 to wind-up the Investment Program.

**2.04 Automatic Termination of CHUMS or LAS as Agent.** If:

- (a) CHUMS or LAS
  - (1) becomes unable, or admits, in writing, its inability to pay its debts generally as they become due,
  - (2) makes a general assignment for the benefit of creditors,
  - (3) files a notice of intention, voluntary petition in bankruptcy or a petition seeking liquidation, reorganization or an arrangement with creditors to take advantage of any insolvency or other law, or
  - (4) takes any action for the purpose of effecting any of the foregoing; or
- (b) any proceedings (other than proceedings which either CHUMS or LAS demonstrates to the satisfaction of the other to be frivolous or vexatious) are instituted by or against CHUMS or LAS seeking to adjudicate it as bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or applying for, consenting to or seeking the entry of an order for relief by, the appointment of a receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official for all or a substantial or significant part of its assets; or
- (c) any secured creditor, encumbrancer or lienor or any receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official appointed by or acting for any secured creditor, encumbrancer or lienor takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over, all or a substantial or significant part of the assets of CHUMS or LAS or gives notice of its intention to do any of the foregoing;

that party shall on the happening of such event be automatically terminated as Agent and no notice or other action shall be required on the part of CHUMS, LAS or any Investor to effect the termination of that party as Agent. If either CHUMS or LAS is terminated as Agent under this Section 2.04, the remaining entity shall remain the Agent and shall be responsible for the appointment of all the members of the Investment Program Committee.

2.05 **Successors.** The Agent may appoint a successor agent. When the successor agent accepts the appointment as Agent, the successor agent shall succeed to and become vested with all the rights, powers and responsibilities of the resigning agent, and the resigning agent shall be discharged from its responsibilities and obligations under this Agreement. After any resigning agent's resignation as Agent, this Agreement shall continue in effect for its benefit and for the benefit of the Investors in respect of any actions taken or omitted to be taken by the resigning agent while it was acting as the Agent.

2.06 **Termination of Agreement.** The Agent may terminate an Investor's right to request that investments be made and the right to maintain investments in accordance with an Investment Mandate by giving the Investor at least 30 days prior written notice of the termination date. As of the termination date, (a) the Investor receiving the notice may make no further investment requests and must promptly withdraw (in accordance with Section 5.05 and Schedule C and any other provisions from time to time relating to withdrawal of funds) all funds which it is entitled to withdraw and (b) the Investor is no longer an Investor for the purpose of this Agreement. The termination of an Investor as an Investor shall, as of the date of termination and subject to Section 2.07, terminate this Agreement between the Agent and the Investor. Such termination will not affect the Agreement as between the Agent and the remaining Investors.

2.07 **Obligations survive.** All obligations (whether contingent or matured, absolute or not) existing immediately before an Investor ceases to be an Investor under Section 3.03 or a termination under Section 2.06 shall survive such withdrawal or termination.

2.08 **No rights to assets.** None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or Investment Counsel shall have any beneficial or personal right, title or interest in or to the assets in any Investment Account, other than as specifically set out in an Investment Program Agreement or in the Investment Mandate Schedules.

### SECTION 3 - INVESTORS

3.01 **Becoming an Investor.** An Eligible Investor is an Investor in respect of the Investment Program when:

- (a) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has duly executed a counterpart to this Agreement;
- (b) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has completed all of the other necessary documents required by the Agent to become an Investor including, without limitation,
  - (1) an information sheet on the Eligible Investor,
  - (2) a certificate confirming passage and enforceability of a by-law substantially in the form of the sample by-law provided to the Eligible Investor by the Agent on behalf of The One Investment Program, and designating persons who are authorized to give investment, withdrawal or transfer instructions and confirming that all necessary

actions have been taken by the Eligible Investor to authorize such persons to give investment, withdrawal or transfer instructions,

- (3) a pre-authorized debit authorization letter from the Eligible Investor to its financial institutions and others; and
- (c) The Recordkeeper has notified the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s).

3.02 **No obligation to invest.** An Investor has no obligation to invest in any Investment Mandate.

3.03 **Ceasing to be an Investor.** At any time at which an Investor has no investments or funds in its Investment Account(s) and has given no investment instructions it may, by notice to the Agent, cease to be an Investor.

3.04 **Representations and Warranties of Investor.** Each Investor represents and warrants to the Agent that,

- (a) the Investor has taken all actions necessary to authorize it to enter into this Agreement,
- (b) the Investor is authorized to make investments in accordance with any of the Investment Mandates which it has designated to either the Agent or the Recordkeeper as being Investment Mandates which it is authorized to invest, and any money which the Investor designates to be invested in an Investment Mandate is money which may be so invested in that Investment Mandate, and
- (c) the Investor has adopted a statement of its investment policies and goals in accordance with the applicable legislation and such policies and goals permit the Investor to invest in all investments which are eligible investments for municipalities under the *Municipal Act*.

The Investor shall be deemed to have repeated the representation and warranty in Section 3.04(a), (b) and (c) each time it issues investment instructions relating to any Investment Mandate. The Agent shall have no obligation to make any inquiry to confirm the truth or accuracy of any representation or warranty. The Agent shall not be liable for any loss or damages suffered by the Investor or any other person claiming through the Investor or any other Investor as a result of any act, including without limitation, the execution of this Agreement by a person purporting to have authority to act on the Investor's behalf.

3.05 **Limitation on liability.** The Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel may, in their discretion, honour instructions purporting to be issued by an Investor given by telephone, facsimile or other electronic transmission, without the necessity of any verification or enquiry. None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or the Investment Counsel shall incur any liability to an Investor by reason of acting or not acting on or any error in such instructions, and the Investor shall indemnify and hold harmless each of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel from any loss, cost, damage, or expense that any of them may suffer or incur by relying on such instructions.

3.06 **Addition of parties to this Agreement.** Eligible Investors may be added as parties to this Agreement from time to time after the date of this Agreement. Each of the Agent and the Investor agrees that this Agreement is binding on it regardless of when it became a party to this Agreement and the addition of other Eligible Investors as parties to this Agreement. Upon becoming an Investor, the Investor shall become a party to and shall be bound by this Agreement as if it had been an original party to this Agreement.

3.07 **List of Investors and Investor information.** The Agent will keep an up-to-date list of the names of Investors and may make the list available to Eligible Investors and other persons. The Agent shall ensure, to the best of its ability, the confidentiality of all other information pertaining to an Investor and the Investor's investments through the Investment Program whether the Investor continues to be an Investor or the Investor has ceased to be an Investor. This does not apply to information which is otherwise available to the public or to information which the Agent is required by law to disclose.

#### **SECTION 4 - THE CUSTODIAN, PAYMENT SERVICER, VALUATOR, RECORDKEEPER AND INVESTMENT COUNSEL**

4.01 **Authority.** Each Investor authorizes the Agent to enter into Investment Program Agreements, from time to time, as agent of the Investor.

4.02 **Custodian.** The Agent will not enter into an Investment Program Agreement with a Custodian unless at the time of entering into the Investment Program Agreement the Custodian is a Canadian chartered Schedule I bank or trust company registered under the laws of Ontario.

4.03 **Payment Servicer.** The Agent will not enter into an Investment Program Agreement with a Payment Servicer unless the Payment Servicer is a Canadian chartered Schedule I bank or other regulated Canadian financial institution.

4.04 **Valuator.** The Agent will not enter into an Investment Program Agreement with a Valuator unless the Valuator has satisfied the Agent of the ability of the Valuator to provide and maintain accurate valuation services for the Investment Accounts.

4.05 **Recordkeeper.** The Agent will not enter into an Investment Program Agreement with a Recordkeeper unless the Recordkeeper has satisfied the Agent of the ability of the Recordkeeper to provide and maintain accurate recordkeeping and instruction services.

4.06 **Investment Counsel.**

(a) **Registration.** The Agent will not enter into an Investment Program Agreement with an Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain at all times its status in Ontario as a registered portfolio manager while it is Investment Counsel for the Investment Program.

(b) **Insurance.** The Agent will not enter into an Investment Program Agreement with any Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain, in full force and effect, bonding or insurance in such amounts and of such types as are required from time to time by appropriate regulatory authorities.

## **SECTION 5 - THE INVESTMENT MANDATES**

5.01 **Investment Mandates.** The Investor agrees with the Agent and all other Investors that each Investment Mandate is an aggregation of assets. At any time, each Investor who has made investments in accordance with a specific Investment Mandate has at that time, subject to Section 5.07, a percentage ownership interest in all investments made in accordance with that Investment Mandate at that time proportional to the amount of investments made in accordance with that Investment Mandate by the Investor at that time. Each Investor agrees that investments made in accordance with an Investment Mandate will be valued as set out in the Investment Mandate Schedule. Subject to the payment of any reasonable fees imposed by the Agent, an Investor has the right to require distribution of specific investments within its Investment Account.

5.02 **Investment guidelines.** The investment guideline of an Investment Mandate will be set out in the Investment Mandate Schedule for that Investment Mandate. The policy may be subject to further restrictions approved from time to time by the Agent. A copy of the investment guideline, as amended from time to time, will be made available to the Investors. Any agreement with the Investment Counsel will permit Investment Counsel to make investments based only on the investment guideline. None of the Agent, the Custodian, the Payment Servicer, the Valuator or the Recordkeeper is responsible for investment decisions.

5.03 **Fees and expenses.** For each Investment Mandate, the Agent shall establish and disclose in the Investment Mandate Schedule for that Investment Mandate, the maximum aggregate fees and expenses payable, out of the investments made in accordance with that Investment Mandate, to the Custodian, the Payment Servicer, the Valuator, the Recordkeeper, the Investment Counsel and the Agent. The Agent may change the maximum aggregate fees and expenses stated in an Investment Mandate Schedule upon providing such prior notice to all Investors as is set out in the Investment Mandate Schedule.

5.04 **Amendments.** The Agent may from time to time, upon providing 30 days prior written notice to all Investors, amend the Agreement by adding schedules and amend, delete, supplement, restate, renew and replace schedules to this Agreement.

5.05 **Investment and withdrawal of funds.** Each Investor shall abide by the procedures for issuing investment, withdrawal and transfer instructions set out in the applicable Investment Mandate and in Schedule C. Before an Investor provides investment instructions and arranges for any transfer from its account at its financial institution to the Agent or the Custodian, the Investor shall ensure that sufficient funds are then available to cover the amount of such investment.

5.06 **Income on investments.** Subject to Section 5.07, at any time each Investor has a percentage ownership interest in the income on all investments made in accordance with an Investment Mandate proportional to the Investor's percentage ownership interest in the aggregate investments made in accordance with an Investment Mandate at that time. Income on investments will be automatically re-invested in accordance with an Investment Mandate on the same basis as investments.

5.07 **Default in payment.** If an Investor requests that an investment be made and

- (a) there are insufficient funds in the Investor's account at its financial institution to pay when due for the investment placed by the Investor through the Investment Program, or
- (b) the Investor's financial institution is insolvent or for any other reason the Investor provides no or insufficient funds to pay when due for the investment placed by the Investor through the Investment Program,

then the Investor, with respect to that investment, has no interest in the Investment Program or in any Investment Mandate or income relating thereto or proceeds thereof. The Investor agrees to indemnify the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel, and to hold the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel harmless from all losses and expenses (including interest, charges and any loss in value of the investment) incurred by the Agent, on its own account or on behalf of the Investor, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper or the Investment Counsel resulting from default or delay in payment. The Agent may assign its rights under this indemnity to any person. In addition, the Investor agrees to pay the Agent a fee in an amount set by the Agent from time to time as a fee payable in respect of any delay or default in payment for an investment whether as a result of Section 5.07(a) or Section 5.07(b). The Agent may authorize the debiting of the credit balance in an Investor's Investment Account and apply the amounts so debited toward the payment of amounts (whether absolute, contingent, matured or not) payable by the Investor under this Section 5.07.

5.08 **Wind-up of an Investment Mandate by Agent.** The Agent may, on at least 30 days prior written notice to all Investors, announce that it intends to discontinue an Investment Mandate, discontinue an Investment Mandate on the date set out in the notice. The Agent shall within five days of the date of discontinuance distribute the proceeds of the sale of the investments made in accordance with the Investment Mandate to those Investors with investments in the Investment Mandate to the extent of each Investor's percentage ownership interest at the time of discontinuance of the Investment Mandate.

## SECTION 6 - GENERAL

### 6.01 Notice.

(a) **Address for notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or email (with follow-up mailed copy unless otherwise specified in this Agreement or in an Investment Mandate Schedule) to the addresses or facsimile numbers set out in the information sheets in respect of each Investor kept by the Agent and in the case of the Agent to:

ONE Investment c/o LAS  
155 University Ave., Suite 800  
Toronto, ON M5H 3B7  
Attention: Director, LAS  
Email: [jdezell@oneinvestment.ca](mailto:jdezell@oneinvestment.ca)

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 6.01.

(b) **Effective date.** Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Banking Day, on the next following Banking Day) or, if mailed, on the second Banking Day following the day in which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail. If sent by facsimile before 5:00 p.m. Toronto, Ontario time on a Banking Day, the notice or other communication shall be deemed to have been received on that day, and if sent after 5:00 p.m. Toronto, Ontario time on a Banking Day, it shall be deemed to have been received on the Banking Day next following the date of transmission.

6.02 **No partnership or deemed agency.** The execution of this Agreement and the other arrangements with respect to the Investment Program are not intended to create and shall not be treated as having created a general or limited partnership, joint venture, corporation, joint stock company, investment trust or mutual fund, nor shall:

(a) the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper nor Investment Counsel, or their respective agents and employees, except as provided in this Agreement, or

(b) any other Investor,

under any circumstances be deemed the agent or representative of, or have the right to enter into any contract or commitment on behalf of, an Investor.

6.03 **No fiduciary duties.** The Agent shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Investors, or any other person, or any other obligation other than as specifically stated in this Agreement.

6.04 **No assignment.** No party may dispose of the whole or any part of its rights or obligations under this Agreement without the express written consent of the Agent except as may otherwise be provided for in this Agreement.

6.05 **Further action.** Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

6.06 **Benefit.** This Agreement shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

6.07 **Attornment.** Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

6.08 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement.

The parties have executed this Agreement.

CHUMS FINANCING CORPORATION

BY: \_\_\_\_\_  
Donna Herridge, Executive Director

LOCAL AUTHORITY SERVICES

BY: \_\_\_\_\_  
Judy Dezell, Director

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COUNTERPART OF THE AMENDED AND RESTATED AGENCY AGREEMENT  
DATED AS OF March 19, 2026

BETWEEN

CHUMS FINANCING CORPORATION AND LOCAL AUTHORITY SERVICES

- AND -

Corporation of the Town of Kearney  
("Investor")

BY (SIGNATURE): \_\_\_\_\_

PRINT NAME: Cheryl Philip

PRINT TITLE: mayor

ORGANIZATION: Town of Kearney

\_\_\_\_\_  
Nicole Gaurlay, CAO/Clerk

## **SCHEDULE A**

### **MONEY MARKET MANDATE**

The Money Market Mandate is currently unavailable to Investors – it was closed in October 2024. The Schedule is retained in the agreement should the Mandate be reintroduced at a later date.

## SCHEDULE B

### BOND MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Bond Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** The principal objective of the Bond Mandate is to provide Investors with investments in highly-rated fixed income and money market securities permitted under the *Municipal Act* with maturities generally less than or equal to five years.
3. **Permissible Securities for Investments.** Funds invested in accordance with the Bond Mandate will only be invested in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the Bond Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Bond Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the Bond Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Bond Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Bond Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.4 of one percent, on an annual basis, of the daily balance of the investment made in accordance with the Bond Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Bond Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected website established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Bond Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the second Banking Day immediately following the day on which the instructions were issued by the investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the third Banking Day following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Bond Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) **Time of Instructions.** Completed withdrawal instructions received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day will be processed on the basis that such Banking Day is the Trade Date. Where withdrawal instructions are received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Trade Date will be the next following Banking Day. Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Bond Mandate to be credited to the Investor's Bank Account on the third Banking Day immediately following the Trade date. The Agent may from time to time prescribe any minimum prior notice requirements for withdrawals. Agent cannot be held responsible for delays caused by limitations imposed by the Investor's banking arrangements.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent requires an Investor to provide five (5) banking days' notice for withdrawals in excess of \$25 million.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) **Instructions Irrevocable.** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) **Transfers to Another Investment Mandate.** If the Investor has issued instructions to transfer funds from an investment in the Bond Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Investment Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

## SCHEDULE C

### ISSUING INVESTMENT, WITHDRAWAL AND TRANSFER INSTRUCTIONS TO THE RECORDKEEPER

1. **Instructions.** An investor may issue investment, withdrawal and transfer instructions:
  - (a) by email or fax to the Recordkeeper between the hours of 8:00 a.m. (Toronto time) and 4:00 p.m. (Toronto time), or
  - (b) by such other means as the Agent may prescribe from time to time.
2. **Instructions to Recordkeeper.** All investment, withdrawal and transfer instructions issued by an Investor to the Recordkeeper under Section 1 (a) or (b) are irrevocable and the Investor shall be responsible for the accuracy of any instructions issued. All investment instructions issued to the Recordkeeper under Section 1(a) will be kept on file by the Recordkeeper.
3. **Execution by Recordkeeper.** Instructions issued to the Recordkeeper will be executed without prior confirmation by the Recordkeeper and the Investor accepts responsibility for all instructions which purport to have been given by the Investor whether or not such instructions were authorized. The Recordkeeper will not execute a transaction which does not include all the Investor Information (as defined below) and transaction information contained in Section 6.
4. **Instructions to Payment Servicer.** All instructions from Investors received by the Recordkeeper involving investments or withdrawals will be communicated by the Recordkeeper to the Payment Servicer for proper execution as may be required by the Payment Servicer in order to transfer the funds in accordance with the investment or withdrawal instructions of the Investors.
5. **Procedure for Issuing Instructions to Recordkeeper.** All instructions issued to the Recordkeeper, must include the following investor information:
  - (a) the name of the individual issuing the instructions as registered by the Investor and accepted by the Agent;
  - (b) the name of the Investor's organization as registered by the Investor and approved by the Agent; and
  - (c) the signature(s) of the authorized municipal officer(s) corresponding to the Investor's signature card as registered by the Investor.

**Failure by the representative of the Investor to provide the Recordkeeper with the correct Investor Information will render any instructions given to the Recordkeeper by the representative of the Investor null and void.**

Investment instruction forms may be made available by the Agent on the Agent's website or by contacting the Agent.

6. **Transaction Information.** Where the Investor Information provided by the representative of the Investor to the Recordkeeper has been verified by the Recordkeeper as being correct, the Recordkeeper will identify the type of transaction (i.e. "an investment" or "a withdrawal" or "a transfer to another Fund"). If the instructions are for:
  - (a) an investment, the Recordkeeper will require the following information to be provided:
    - (i) the dollar amount of the investment;

- (ii) the investment account name into which the investment will be made; and
    - (iii) banking information.
  - (b) a withdrawal, the Recordkeeper will require the following information to be provided:
    - (i) the dollar amount of the withdrawal or “ALL” if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings; and
    - (ii) the Investment Mandate from which the withdrawal is to be made.
  - (c) a transfer to another Investment Mandate by the same Investor, the Recordkeeper will require the following information to be provided:
    - (i) the dollar amount of the transfer or “ALL” if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings;
    - (ii) the Investment Mandate from which the transfer is to be made; and
    - (iii) the Investment Mandate to which the transfer will be made.
7. **Deemed Receipt by Recordkeeper.** Instructions issued by an Investor to the Recordkeeper shall be deemed to have been received by the Recordkeeper as soon as the Investor issuing the instructions has provided the Recordkeeper with all of the information set out in Section 6 above and they are brought to the attention of the officers of the Recordkeeper to whom they are addressed.

## SCHEDULE D

### UNIVERSE CORPORATE BOND (UCB) MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the UCB Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide competitive rates of return by investing in a diversified, conservatively managed portfolio of bonds, debentures, promissory notes or other evidences of indebtedness of corporations, governments or agencies thereof or supranational organizations or agencies thereof, as permitted by applicable regulation from time to time.
3. **Permissible Securities for Investments.** Funds invested in accordance with the UCB Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the UCB Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the UCB Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the UCB Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the UCB Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the UCB Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed .45 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the UCB Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the UCB Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected website established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the UCB Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the second Banking Day immediately following the day on which the instructions were issued by the investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the third Banking Day following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the UCB Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) **Time of Instructions.** Completed withdrawal instructions received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day will be processed on the basis that such Banking Day is the Trade Date. Where withdrawal instructions are received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Trade Date will be the next following Banking Day. Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the third Banking Day immediately following the Trade date. The Agent may from time to time prescribe any minimum prior notice requirements for withdrawals. Agent cannot be held responsible for delays caused by limitations imposed by the Investor's banking arrangements.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent requires an Investor to provide five (5) banking days' notice for withdrawals in excess of \$25 million.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) **Instructions Irrevocable.** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) **Transfers to Another Investment Mandate.** If the Investor has issued instructions to transfer funds from an investment in the UCB Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Fund Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

## SCHEDULE E

### EQUITY MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Equity Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide superior long-term investment returns through capital growth and dividend yield by investing in a diversified, conservatively managed portfolio of equity securities issued by corporations, as permitted by applicable regulation from time to time.
3. **Permissible Securities for Investments.** Funds invested in accordance with the Equity Mandate will be invested only in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the Equity Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Equity Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the Equity Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Equity Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with the Equity Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account effective on the last calendar day of each month. Income credited to an Investor's

Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Equity Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.5 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the Equity Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Equity Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected website established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Equity Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Equity Mandate on the second Banking Day immediately following the day on which the instructions were issued by the investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with to the Equity Mandate on the third Banking Day following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Equity Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) **Time of Instructions.** Completed withdrawal instructions received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day will be processed on the basis that such Banking Day is the Trade Date. Where withdrawal instructions are received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Trade Date will be the next following Banking Day. Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Equity Mandate to be credited to the Investor's Bank Account on the third Banking Day immediately following the Trade date. The Agent may from time to time prescribe any minimum prior notice requirements for withdrawals. Agent cannot be held responsible for delays caused by limitations imposed by the Investor's banking arrangements.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent requires an Investor to provide five (5) banking days' notice for withdrawals in excess of \$25 million.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) **Instructions Irrevocable.** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) **Transfers to Another Investment Mandate.** If the Investor has issued instructions to transfer funds from an investment in accordance with the Equity Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Equity Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

## SCHEDULE F

### HIGH INTEREST SAVINGS ACCOUNT (HISA) MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time.
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the High Interest Savings Account (HISA) Mandate.
  - (c) **Payment Servicer** means an entity approved by the Agent to facilitate the transfer of assets of an Investor between an Investor's financial institution and an Investor's HISA Account.
  - (d) **Recordkeeper** means an entity approved by the Agent to provide recordkeeping services in respect of the Investment Program including receiving and implementing Investor instructions and keeping records of Investor holdings.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement

2. **Objective.** To seek to provide a competitive rate of return through a high interest savings account (HISA) offered through a Schedule I bank in conjunction with the One Investment Program.
3. **Permissible Securities for Investments.** Funds invested in accordance with the HISA Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the HISA Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the HISA Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the HISA Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Earnings Allocation and Distribution.**
  - (a) Subject to Section 5.07 of the Agreement, interest on an investment made by an Investor accrues beginning

on and including the day on which the Investor's investment is first invested in accordance with the HISA Mandate and ending on and including the day immediately preceding the day on which the investor's request for withdrawal is processed. The calculation of accrued interest earned on the investments made in accordance with this Mandate and of each Investor's proportional interest in such interest earned will take place after the close of business on the last Banking Day of each month, and interest will be credited to each Investor's Investment Account on the third business day following the end of each month or as otherwise directed by the Payment Servicer or as otherwise directed by the Payment Servicer. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn.

- (b) Interest will not be paid on any single investment of greater than \$25,000,000 if that investment is not retained in the HISA account for at least 30 days.

## 9. Fees and Expenses.

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the HISA Mandate to the Payment Servicer, Recordkeeper, and Agent will not exceed .10 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the HISA Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Payment Servicer, Recordkeeper, or Agent. The fees and expenses referred to in this Section 9(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

## 10. Reporting. Each Investor investing in accordance with the HISA Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 12:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected website established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on/before the third Banking Day following the transaction.
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any interest earned credited to it for that month.
- (c) have access to a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the HISA Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

## 11. Making an Investment.

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Sections 14 through 20, below.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the

Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the HISA Mandate on the third Banking Day immediately following the day on which instructions were issued by the Investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the HISA Mandate on the fourth Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the HISA Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

12. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Sections 14 through 20, below.
- (b) **Time of Instructions.** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the HISA Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the HISA Mandate to be credited to the Investor's Bank Account on the third Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.
13. **Issuing Investment and Withdrawal Instructions to the Recordkeeper.** With respect to this Mandate, Schedule C to the Agreement does not apply and is replaced with Sections 14-20, below.
14. **Instructions.** An investor may issue investment and withdrawal instructions to the Recordkeeper between the hours of 8:00 a.m. (Toronto time) and 4:00 p.m. (Toronto time), or by such other means as the Agent may prescribe from time to time.
15. **Instructions to Recordkeeper.** All investment and withdrawal instructions issued by an Investor to the Recordkeeper under Section 14 (a) or (b) are irrevocable and the Investor shall be responsible for the accuracy of any instructions issued. All investment instructions issued to the Recordkeeper will be kept on file by the Recordkeeper.
16. **Execution by Recordkeeper.** instructions issued to the Recordkeeper will be executed without prior confirmation by the Recordkeeper and the Investor accepts responsibility for instructions which purport to have been given by the Investor whether or not such instructions were authorized. The Recordkeeper will not execute a transaction which does not include all the Investor Information, as defined below.
17. **Instructions to Payment Servicer.** All instructions from Investors received by the Recordkeeper involving investments or withdrawals will be communicated by the Recordkeeper to the Payment Servicer for proper

execution in order to transfer the funds in accordance with the investment or withdrawal instructions of the Investors.

18. **Procedure for Issuing Instructions to Recordkeeper.** All instructions issued to the Recordkeeper, must include the following investor information:
- (a) the name of the individual issuing the instructions as registered by the Investor and accepted by the Agent;
  - (b) the name of the Investor’s organization as registered by the Investor and approved by the Agent; and
  - (c) the signature(s) or email address of the authorized municipal officer(s) corresponding to the Investor’s signature card, or email authorization form, as registered by the Investor.

**Failure by the representative of the Investor to provide the Recordkeeper with the correct Investor Information will render any instructions given to the Recordkeeper by the representative of the Investor null and void.**

Investment instruction forms may be made available by the Agent on the Agent’s website or by contacting the Agent.

19. **Transaction Information.** Where the Investor Information provided by the representative of the Investor to the Recordkeeper has been verified by the Recordkeeper as being correct, the Recordkeeper will identify the type of transaction (i.e. “an investment” or “awithdrawal”). If the instructions are for:
- (a) an investment, the Recordkeeper will require the following information to be provided:
    - (i) the dollar amount of the investment;
    - (ii) the investment account name into which the investment will be made; and
    - (iii) banking information.
  - (b) a withdrawal, the Recordkeeper will require the following information to be provided:
    - (i) the dollar amount of the withdrawal
20. **Deemed Receipt by Recordkeeper.** Instructions issued by an Investor to the Recordkeeper shall be deemed to have been received by the Recordkeeper as soon as the Investor issuing the instructions has provided the Recordkeeper with all of the information set out in Section 19 above and they are confirmed to be received by the Recordkeeper.

## Investment Policy – Town of Kearney

### Policy Statement

It is the policy of the Corporation of the Town of Kearney to manage and invest municipal funds within statutory limitations to maximize returns while preserving capital and ensuring liquidity to meet ongoing financial requirements.

### Purpose

To provide guidelines for the management of the Town's funds and investment portfolio based on the following five key criteria:

- **Adherence to statutory requirements** – All investment activities shall be in compliance with the relevant sections of any applicable legislation and regulation.
- **Preservation of capital** – A key objective of the Town's investment program is the safety of the principal. Investments will be managed in a manner that prioritizes the preservation of capital across the entire portfolio. While short-term fluctuations in market value are expected, the investment strategy will focus on minimizing the risk of permanent loss. The level of investment risk assumed will be carefully matched to the Town's investment horizon.
- **Maintaining adequate liquidity** – The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements and limit temporary borrowing requirements.
- **Investment diversification** – The portfolio shall be diversified by asset class, issuer and term to the greatest extent reasonable.
- **Maximizing investment returns** – Subject to the primary objective of capital preservation, the Town will seek to maximize returns on its investment portfolio. However, this pursuit of higher returns will not compromise the overall risk profile or the liquidity needs of the Town. The selection of investments will always ensure that adequate liquidity is maintained to meet operational requirements and that the risk level remains appropriate for the Town's circumstances.

### Scope

This policy governs the investment activities associated with all funds managed, controlled or administered by the Town of Kearney and its agencies, boards and commissions including any new funds created by the Town.

### Application

The Treasurer is responsible for the investment of the Town's funds, including:

- selecting and regular monitoring of the investments;
- ensuring compliance with this policy and applicable legislation and regulations;
- reporting to Council as outlined in this policy below; and
- obtaining legal advice and professional investment management advice with respect to proposed investments, when deemed to be in the best interest of the Town.

The Treasurer and Chief Administrative Officer (hereby described as Signing Authorities) are authorized to execute and sign financial, administrative and investment agreements on behalf of the Town, e.g. open and close banking and investment broker-dealer accounts, take advice from professional investment managers, and make decisions to purchase and sell investments. Similar to our bank signing authority, any two may sign on behalf of the Town.

## Eligible Investments

In accordance with Ontario Regulation 438/97 – Eligible Investments and Related Financial Agreements, the Town is not authorized to invest in securities other than those listed in the Regulation or as authorized by subsequent Ontario regulation.

<b>Investment Product</b>	<b>Minimum Allocation</b>	<b>Maximum Allocation</b>
Bank Account / Term Deposits	50%	100%
Government / Corporate Bonds	0%	25%
Canadian Equity	0%	25%

Under the Regulation, Corporate Bonds with a term greater than five (5) years, or shares in a Canadian corporation (equity), can only be obtained through the ONE Investment program. ONE Investment offers co-mingled portfolio options for municipalities.

## Time Horizon

The Town will structure its investment portfolio to align with anticipated cash flow requirements, ensuring that sufficient liquidity is maintained to meet operational and strategic needs. Investment decisions will take into account the timing of expected expenditures, with the objective of matching asset maturities and liquidity profiles to these needs wherever practical.

For funds with longer-term objectives, such as reserve funds, the Town may consider a broader range of investment vehicles, including those with longer durations or higher volatility, such as equities. In these cases, investment decisions will continue to prioritize capital preservation and liquidity, ensuring that the overall risk profile remains appropriate and that assets are available when needed. The selection of investments will be guided by the expected timing of fund use and the overarching goals of maximizing returns within prudent risk and liquidity constraints.

## Policy Maintenance

- The Treasurer shall develop and maintain procedures that provide for effective control and management of investments with sufficient assurance that the Town's investments are properly managed and protected.
- All cash management transactions shall be properly recorded and interest earnings distributed annually to the various funds, as the case may be, in accordance with applicable legislation, Municipal by-laws, policies, generally accepted accounting principles, and Canadian public sector accounting standards.
- Periodic reviews shall be performed to determine whether or not the investment guidelines provided herein are being followed and to evaluate the adequacy of internal controls.

## Reporting

As per the Municipal Act, the Treasurer or designate has a specific responsibility to provide an annual investment report to Council. This report shall contain the following information:

- A listing of investments, with book and market values, held at the end of the reporting period;
- A statement about the performance of the portfolio of investments of the Town during the period covered by the report;
- A statement by the Treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investments policies and goals and objectives adopted by the Town; and
- such other information that Council may require or that, in the Treasurer's opinion, should be included.

## Standards of Care Prudence

Investments shall be made with the judgment, care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management and investment of their own funds, not for speculation, but for investment, after considering the safety of capital as well as the probable income to be derived.

## Ethics and Conflict of Interest

Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

## Liability and Responsibility

Investing activities may result in the loss of capital related to both market risks and specific investment risks, therefore authorized employees acting in accordance with this policy and exercising due diligence shall be relieved of personal liability and responsibility for an individual security's credit risk or market price change.

## Implementation

This policy shall become effective immediately upon approval by Council.

This policy shall be reviewed by Council every 4 years.

## References

The following legislation governs the Town's investment policies and procedures:

- [Section 418 of the Municipal Act, 2001.](#)
- [Ontario Regulation 438/97 – Eligible Investments and Related Financial Agreements.](#)
- [Municipal Freedom of Information and Protection of Privacy Act](#)



May 11th – May 13th, 2026

Jamie Campbell is the host of Blue Jays' baseball on Sportsnet. He began his broadcasting career at CBC Sports in 1987. He was a sports anchor at CBC Edmonton from 1993 to 1997, then moved to CJOH Ottawa for a year. In 1998, he became one of Sportsnet's original broadcasters and co-hosted the first edition of Sportscentral (now Sportsnet Central). He's hosted coverage of the Grey Cup, Super Bowl, NHL Draft, MLB All-Star Game, and MLB postseason.

Campbell enters his 22<sup>nd</sup> year as a member of the Blue Jays' broadcast team after serving as the play-by-play voice of the team from 2005 to 2009. The following year, he took over as host of Blue Jays Central. In 2010, at the Olympic Winter Games in Vancouver, millions of Canadians were watching when Campbell

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announced the country's historic first gold medal won in Canada by Alexandre Bilodeau. He also called all cycling events at the 2012 London Olympics.

## Conference Hotels

Hotel Name	Address	Distance to
<b>Conference Venue</b>	<b>Price Per Night</b>	
<b>Best Western Plus</b>	245-A Airport Road	5.4km
	\$220 – \$330	
<b>Cedar Meadows Resort and Spa</b>	1000 Norman Street	6.5km
	\$197 – \$570	
<b>Comfort Inn</b>	939 Algonquin Blvd East	750m
	\$223 – \$241	
<b>Hampton by Hilton Timmins</b>	848 Riverside Drive	4.7km
	\$229 – \$249	
<b>Holiday Inn Express</b>	30 Algonquin Blvd West	2.9km
	\$229 – \$249	



# Places to Stay in Timmins

## Timmins Restaurants

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## FONOM

The Federation of Northern Ontario Municipalities (FONOM) is the unified voice of

<https://fonom.org/annual-conference/>

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6/6



**COUNCIL RESOLUTION # 2026 - \_\_\_\_\_**

Date: March 19, 2026

MOVED BY:

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

SECONDED BY:

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

**BE IT RESOLVED** that the Council of the Corporation of the Town of Kearney supports the following Staff and Council members attending the DPSMA Conference:

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CARRIED  \_\_\_\_\_

DEFEATED  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

Recorded Vote:	For	Opposed
Beaucage, Keven	<input type="checkbox"/>	<input type="checkbox"/>
Pateman, Heather	<input type="checkbox"/>	<input type="checkbox"/>
Philip, Cheryl – Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Rickward, Michael – Deputy Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Sharer, Jill	<input type="checkbox"/>	<input type="checkbox"/>



**Memo**

Date: March 19 2026  
To: Mayor, Deputy Mayor and Members of Council  
From: Becky Logan, Community Engagement and Recreation Coordinator  
Subject: Request to Close Main Street for Canada Day Celebration, Wednesday July 1, 2026

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Staff are requesting the temporary closure of a section of Main Street on Wednesday, July 1, 2026 for the purpose of hosting Canaday Day celebrations from 1:00PM to 4:00PM in the downtown core.

The requested closure area is from the intersection of Lakeview Avenue and Main Street to the parking lot of the LCBO near the intersection of Rain Lake Road and Main Street. The requested timeframe for closure is 11:00AM to 5:00PM to allow adequate time for event setup and takedown.

Advanced notification of the road closure will be provided to emergency services and affected property owners with a map indicating the detour route along King William Street.

**Prepared by: Becky Logan, Community Engagement and Recreation Coordinator**

# Southeast Parry Sound District Planning Board

## FEES

(Fees are plus disbursements where applicable)

### CONSENT APPLICATIONS:

(Includes Planning Report if applicable)

New Lot	\$1,600 per lot to be created
Retained Lot (on application)	\$300
Lot Additions	\$1,400
R.O.W./Easements	\$1,400 (plus \$250 for each additional property)
Recirculation Fee	\$300
Finalization Fee	\$400 per transfer document
Deferred Decision	\$300

### VALIDATION OF TITLE, FORECLOSURE/POWER OF SALE APPLICATIONS:

Application Fee	\$1,600
Finalization Fee	\$400 per transfer document/certificate

### SUBDIVISION/CONDOMINIUM APPLICATIONS:

(\* Applicant shall pay any disbursements which exceed \$4,000)

Application Fee (Basic) *	\$6,000 (up to 5 lots/units)
Plus additional lots/units *	\$500 per lot/unit
Finalization Fee	\$700
Extensions to Draft Approval	\$500

### OTHER: (\*plus disbursements)

Pre-Consultation	Consents - \$300 *	Subdivision- \$800 *
Change to Conditions	\$300	
Certificate of Cancellation	\$300	
Site Inspections	Consents - \$200 *	Subdivisions - \$350 *
Newspaper Ads (Public Notice)	Cost of ad	
File Search (Historical)	\$50	
NSF cheques	\$50	
Copies	\$ .50/page	

### POLICIES:

All application fees will be accepted upon submission and non-refundable.

All applicants are required to sign a cost acknowledgment agreement.

The consent application fee allows for 6 hours of administration time; additional time will be billed at the rate of \$70 per hour.

Effective date **02/25/2026**

**Village of Burk's Falls**  
**Almaguin Highlands Health Centre**  
**January 1, 2025 to December 31, 2025**

<b>Revenues-Almaguin Highlands Health Centre</b>		<b>2025 Actuals</b>
15-540	Health Centre Rental Revenue	123,839
15-544	Health Centre-Other Revenue	486
<b>Total Revenues-Health Centre</b>		<b>124,325</b>

<b>Expenditures-Almaguin Highlands Health Centre</b>		<b>2025 Actuals</b>
16-5401	Health Centre Wages & Benefits	66,299
16-5402	Hydro	21,346
16-5403	Natural Gas	5,611
16-5404	Fuel Oil	557
16-5406	Cleaning Materials	4,735
16-5407	Pest Control	1,054
16-5408	Water & Sewer	1,764
16-5409	Insurance	11,211
16-541	Health Centre-Capital-Replace Fire Panel	18,852
16-541	Health Centre-Capital-Reline Sewer Pipe	23,130
16-5410	Snow Removal	6,868
16-5411	Elevator R&M	4,414
16-5413	Building Maintenance	27,967
16-5416	Miscellaneous	1,706
16-5418	Telephones	2,338
16-550	Transfer to Reserve-Health Centre	10,000
<b>Total Expenses-Almaguin Highland Health Centre</b>		<b>207,852</b>

**Surplus / Deficit** **-83,527**

<b>2025 Deficit</b>	<b>83,527</b>
<b>Divided by 10 municipalities</b>	<b>8,353</b>

**Village of Burk's Falls  
Almaguin Highlands Health Centre  
January 1, 2024 to December 31, 2024**

<b>Revenues-Almaguin Highlands Health Centre</b>		<b>2024 Actuals</b>
15-540	Health Centre Rental Revenue	131,976
15-544	Health Centre-Other Revenue	3,232
<b>Total Revenues-Health Centre</b>		<b>135,208</b>

<b>Expenditures-Almaguin Highlands Health Centre</b>		<b>2024 Actuals</b>
16-5401	Health Centre Wages & Benefits	58,856
16-5402	Hydro	21,400
16-5403	Natural Gas	4,906
16-5404	Fuel Oil	1,009
16-5406	Cleaning Materials	4,429
16-5406-1	Janitorial Contract	5,156
16-5407	Pest Control	808
16-5408	Water & Sewer	1,280
16-5409	Insurance	10,486
16-541	Health Centre-Roof over Elevator Shaft	
16-541	Health Centre-Capital-Key System	
16-541	Health Centre-Backflow Preventer	
16-541	Health Centre-Capital	
16-5410	Snow Removal	3,248
16-5411	Elevator R&M	7,701
16-5413	Building Maintenance	33,289
16-5416	Miscellaneous	2,558
16-5418	Telephones	3,458
16-550	Transfer to Reserve-Health Centre	10,000
<b>Total Expenses-Almaguin Highland Health Centre</b>		<b>168,584</b>

**Surplus / Deficit** **-33,376**

<b>2024 Deficit</b>	<b>33,376</b>
<b>Divided by 10 municipalities</b>	<b>3,338</b>

**Health Centre Deficit Contributions**

Municipality	2019	2020	2021	2022	2023	2024	2025	Total Amount Received by Municipality	Received VS Deficit Difference
Armour	\$0.00	\$3,300.00	\$2,646.00	\$0.00	\$5,348.00			\$11,294.00	-\$18,838.85
Joly	\$4,545.00	\$3,300.00	\$0.00	\$2,602.85	\$5,348.00			\$15,795.85	-\$14,337.00
Kearney	\$4,545.00	\$3,300.00	\$2,646.00	\$2,602.85	\$6,007.00	\$6,007.00	\$6,007.00	\$31,114.85	\$982.00
Magnetawan	\$4,545.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00		\$10,545.00	-\$19,587.85
McMurrich	\$3,122.87	\$0.00	\$2,646.00	\$2,602.85	\$5,348.00	\$3,338.00	\$8,353.00	\$25,410.72	-\$4,722.13
Perry	\$4,545.00	\$3,300.00	\$2,646.00	\$2,602.85	\$5,348.00			\$18,441.85	-\$11,691.00
Strong	\$4,545.00	\$3,300.00	\$2,646.00	\$0.00	\$5,348.00			\$15,839.00	-\$14,293.85
Sundridge	\$4,545.00	\$3,300.00	\$2,646.00	\$2,602.85	\$3,000.00	\$12,014.00		\$28,107.85	-\$2,025.00
Ryerson	\$4,545.00	\$3,300.00	\$2,646.00	\$2,602.85	\$3,267.57			\$16,361.42	-\$13,771.43
Burk's Falls	\$4,545.00	\$3,300.00	\$2,646.00	\$2,602.85	\$5,348.00	\$3,338.00	\$8,353.00	\$30,132.85	\$0.00
<b>Municipal Contribution</b>	<b>39,482.87</b>	<b>26,400.00</b>	<b>21,168.00</b>	<b>18,219.95</b>	<b>47,362.57</b>	<b>27,697.00</b>	<b>22,713.00</b>		

<b>Deficit</b>		\$36,266.00	\$23,818	\$26,028.41	\$53,479.00	\$33,376.00	\$83,527.00	<b>Total Shares</b>
Municipal Annual share	\$4,545.00	\$3,300.00	\$2,646	\$2,602.85	\$5,348.00	\$3,338.00	\$8,353.00	\$30,132.85
Shortfall covered by BF		-\$9,866.00	-\$2,650	-\$7,808.46	-\$6,116.43	-\$5,679.00	-\$60,814.00	-\$92,933.89

Municipality	Resolution#	Amount	Year	Amount	Year
Armour	2026-60	\$0.00	2024	\$0.00	2025
Joly					
Kearney					
Magnetawan	2026-42			\$8,353.00	2025
McMurrich	2026-48	\$3,338.00	2024	\$8,353.00	2025
Perry					
Strong					
Sundridge	2026-056	\$0.00	2024	\$0.00	2025
Ryerson					

**Anomalies**  
 2020 Calculation based on 11 Partner included Machar but did not participate  
 2021 Calculation based on 9 partners

# COUNCIL RESOLUTION

Date: April 20/23

Resolution # 70-23

Whereas the Council of the Corporation of the Town of Kearney agrees that the Village of Burk's Falls would continue to manage the Almaguin Highlands Health Centre with the assistance of the AHHC Board (governance option #4); and

Whereas all member municipalities are recommended to enter into contribution agreements to cover approved budgeted costs at a fixed percentage with 5 year review intervals; and

Whereas these contribution agreements need to address the average annual operating and capital deficit of \$60,069; with the annual average contribution per member municipality for 2023 to be \$6,007.00 (option #3)

Now therefore be it resolved that the Council of the Corporation of the Town of Kearney hereby agrees with Options #3 and #4 as recommended.

### MOVED BY:

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

### SECONDED BY:

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

CARRIED  

DEFEATED  \_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

### Recorded Vote:

	For	Opposed
Beaucage, Keven	<input type="checkbox"/>	<input type="checkbox"/>
Pateman, Heather	<input type="checkbox"/>	<input type="checkbox"/>
Philip, Cheryl – Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Rickward, Michael – Deputy Mayor	<input type="checkbox"/>	<input type="checkbox"/>
Sharer, Jill	<input type="checkbox"/>	<input type="checkbox"/>



The Municipality of the  
**VILLAGE OF BURK'S FALLS**

172 Ontario Street Box 160 Burk's Falls ON P: 705-382-3138 F: 705-382-2273 [www.burksfalls.net](http://www.burksfalls.net)

### *1. Background*

The Council for the Village of Burk's Falls became the owner of the former Red Cross Hospital in 2011. At that time a Board, The Almaguin Health Centre Board, with Village representatives was set up to begin the process of accepting funds and working to bring health care services back to Almaguin.

The Board set up monthly committee meetings jointly with Almaguin municipal members to assist with the goal to attracting new doctors and health care professionals. In 2011 all municipalities joined in these efforts and passed resolutions of support, forwarding them onto the Northeast Local Health Integration Network and the Ministry of Health.

In 2012 the AHHC Board commissioned a Business Plan, adopted the final document, and sent to the senior levels of government for approvals. This started the process to have a Ministry funded Family Health Team (FHT) set up in the AHHC. Renovations were completed and the FHT and Doctor's Group opened up practice to serve the communities of Armour, Burk's Falls, Magnetawan, Perry and Ryerson. However, there are also patients from all over Almaguin including from McMurrich Montieith and Kearney. The Board, and several individual municipalities, have sent several resolutions of support to have McMurrich Monteith and Kearney added to the catchment area but to date there has been no success at the provincial level.

The 2012 Business Plan informed the AHHC Board that the loss of urgent care is the biggest concern and that the region is being underserved despite the province's statement to the contrary. The residents want a multi-purpose community-based healthcare facility. Providers want coordination of activities among healthcare providers in the region to be better aligned and a more consistent and sustainable funding models. The Business Plan was partially executed due to funding constraints. There were services as indicated then, but none directly supported by the AHHC Board. There are services listed that were to be administered by the Board but they continue to be administered by Muskoka Algonquin Health Care and funded by the Village.

In 2019 the Council for the Village of Burk's Falls began the request to Almaguin municipalities to assist with the costs of operating and upkeep of the Almaguin Highlands Health Centre. The intent as can be derived from the literature back in 2011 indicate that the Health Centre was to be supported with funding from other municipalities. This arrangement was not formalized but in 2011 all municipalities did contribute \$2.00 per person based on the population of the time. Other contributions were received as individual Councils felt necessary. Since 2019, most municipalities have agreed to an annual contribution to share the burden of ensuring health care services are located in Almaguin. However, there is a desire to make the annual request more predictable for all parties.

The Village of Burk's Falls wants to formalize a long term plan for the building to create a truly sustainable community health hub for all of Almaguin. There are health providers in other communities and yet the residents in the region continue to feel underserved. A formal path needs to be set to achieve the long term goals. However, the ratepayers of the Village cannot afford to be solely responsible for this initiative.

The following will summarize the options that the Council for the Village of Burk's Falls has contemplated to provide all Almaguin Highland Health Center municipal members a better understanding and a more structured way forward.

## Governance Options Considered

1. Keep the status quo, send request as annual invoices based on previous year's deficit
2. Sell the building through the competitive market
3. Create a stand alone incorporated Board
4. The Village continues to manage with the assistance of a AHHC Board

## 2. Important to Know

- A. The Village's budget for the property includes the combined revenue and expenses for all the buildings/services including the Medical Building, the EMS Base, and the Health Centre.
- B. The AHHC building has been deemed a capital facility and as such the Village doesn't collect or charge taxes for the property. The medical building does not qualify as a capital facility.
- C. The Almaguin Highlands Health Centre is a commercial building with tenants who provide health and social related services to the region. Neither, the Village, nor the Health Council, directly offers any service from the building. The Village does manage it as a landlord and promotes any vacancies to extend health related services offered to Almaguin. The success is that many other health service providers seeking new locations see the merit in having the health hub as well.

Figure 1: Services on property listed by serviced areas.

AHHC Services	Value of Rent (see legend)	Beneficiary Regional	Beneficiary Catchment	Beneficiary ARBF
X-Ray / ECG	N	x		
Laboratory	N	x		
Physiotherapy (MAHC)	N	x		
CMHAC	M	x		
NBPS Health Unit	M/Donation	x		
Foot Care (In Physio rm)	N	x		
Diabetes Education	N	x		
OTN	N	x		
The Friends	M	x		
AI-Non	S	x		
Emotions Anonymous	S	x		
Sexual Assault	S	x		
Medical Supply Depot	M	x		
Frozen Meals Program	S	x		
BF Family Health Team	S		x	
Drs. Family Health Team	S		x	
Food Bank	S	x		
Board Room	M	x		
<b>Medical Building Services</b>				
Children's Aid Society	M	x		
Medical Accessible Transportation	M	x		
Fire Department	S			x
Arnica (Pharmacy)	M		x	
Highlands North Physio	M	x		
<b>vacant</b>				
med bldg. top right back	M			
med bldg. lower front right	M			
<b>EMS Building</b>	S	x		

Legend Value of Rent: N=No rent paid; M=Market rent paid; S=subsidized rental fees

Regional: All Almaguin Municipalities

Catchment: Townships of Ryerson, Armour, McMurrich Monteith, Kearney, Perry, Municipality of Magnetawan, Village of Burk's Falls

ARBF: Townships of Armour and Ryerson and Village of Burk's Falls

While the Community Care Access and the Health Unit no longer have physical locations, they do continue to offer their services to the region. Services are now performed in the clients home and when needed the Boardroom at the AHHC is booked.

- D. The Almaguin Highlands Health Council and the Village have conducted several surveys with Almaguin residents over the past 4 years for a variety of reasons. These recent surveys indicate, Almaguin wide, health care remains top of mind and access to services is the number one priority. Access may mean the type of service, transportation to the service and the affordability of the service. In Almaguin there is still a waitlist for a family doctor. However, the Ministry of Health has concluded for our population there are adequate doctors. Other health services requested from the survey results:
- a. Doctor/Nurse Practitioner
  - b. Dentist
  - c. Urgent Care
  - d. Optometrist
  - e. Mental Health Services
- E. The Council for the Village of Burk's Falls wants to re-establish the charitable organization, the AHH Center Board, to function as a fundraising organization to support the building infrastructure so that services continue to want to be located within the Health Hub. Capital on the building has been focused on the Family Health Team needs with over \$400,000 being contributed to renovations since 2011 and in recent years. There is another ask (2022) from the FHT for further renovations that was sent to all catchment municipalities, and most have agreed to cover these expenses. The OTN will be moving down as well into a larger area and the Health Council has agreed to use some of the funds collected to support OTN equipment upgrades. The funds are going directly to the FHT so they can relocate to the lower east level (former LHIN space). The charitable organization, to be reorganized, will act as the agent for donations and possibly into the future as an Administrator for the Health Hub, connecting services to available spaces and vice versa. Currently, there is no funding for this position.
- F. There is a lot of history over the last 12 years of operating the Almaguin Highlands Health Centre. Services have come and gone, new ones have arrived and some have stayed the course. There have been many stakeholders and passionate councillors who have worked to make this Health Hub a sustainable reality. Appendices to this report are:
- a. Resolution copy from Almaguin Communities to support the takeover of the Health Centre to the Ministry and NE LHIN. (2011)
  - b. Business Plan for AHHC Community-Based Healthcare in Almaguin (2012)
  - c. 2019 Request from Village for support
  - d. 2022 Update on AHHC and Village's request for support
  - e. 2020 Almaguin Highlands Primary Health Care Survey Results
  - f. 2020 Almaguin Community Safety and Well Being Plan Survey – relevant results
  - g. Breakdown of Revenue and Expenses from 2011 to 2023 (budget) for AHHC
  - h. Summary reports from Engineer Study of AHHC in 2022 (mechanical condition assessment)
  - i. 10 Year Capital Items
- G. When MAHC ceased management of the building as a hospital to manage their deficit they entered into an agreement with the Village that they would continue their services (x-ray, Lab, post op physiotherapy) to the region as long as they did not have to pay rent. There is no end date to this contract and it remains valid.

- H. The Almaguin Highlands Health Center has several services within the building that have, and demand, subsidized or no-rent agreements. These services are important to the region and are needed to keep the communities and residents healthy. However, this creates a shortfall for operations which then provides very low funds for capital improvements. The upkeep of the building has fallen only to the residents of the Village solely, until 2019 when municipalities did begin to contribute. This is welcomed relief as the services benefit more than Village residents and it now allows the Village to plan for much needed improvements. A predictable and formal contribution agreement is needed to solve the problems of these rental shortfalls. This report is intended to provide options and recommendation on how to achieve that outcome.

### *3. The Governance Options Explained*

1. Keep the status quo, send request as annual invoices to member municipalities based on immediate previous year's shortfall.
  - a. Village seeks services and promotes the rental of empty units
  - b. Village enters into all tenant leases
  - c. Village manages all building operating services as landlord
  - d. Village plans and manages all capital improvements – which up to now have been mainly for the FHT and now the 2<sup>nd</sup> floor is a priority for 2023
  - e. Village holds all service contracts, fire, alarms, yard maintenance, snow removal, custodial services
  - f. Pros – ensure services provided, non-profit service groups use at low cost, attractive for local and regional economic development
  - g. Cons – recurring funding shortfalls paid by BF ratepayers, MAHC agreement at no rent, age of building, amount of resources to administer
2. Sell the building through the competitive market  
Council has considered this option and while it is not off the table, it is not the preferred option. When looking strictly from a business angle, this building is not self-supporting, and it is not the Village's intent to have taxpayers fund rental properties. However, the importance of having control over the services within the building is not lost on Council. Local health care services are vital to attracting new residents. While it is not the mandate of municipal governments, without the support and promotion by municipalities the existing services may not have located in the region.
3. Create a stand alone incorporated Board
  - a. Sell shares of the building to member municipalities and/or stakeholders
  - b. Board makes all decisions; member groups cover all costs of operating and capital as the Board deems necessary (Like a library)
  - c. Board has own staff (Executive Director) to manage the facility and ensure it reaches capacity with health care services
  - d. Pros: There is no direct deficit to the Village's ratepayers, more decision makers for the building,
  - e. Cons: restricted say on tenants/services to be available, Board negotiates with tenant for lease if too much/full cost recovery, no services are located here
4. The Village continues to manage with the formal assistance of member municipalities
  - a. All AHHC Council member municipalities enter into a contribution agreement to cover approved budgeted costs at a fixed percentage with 5-year review intervals.
  - b. The Village continues to oversee operations of the building, as is Option #1
  - c. The Village continues to hire staff 3 days a week to manage facility (current Admin Assist)

**Governance Recommendation**

Option #4 (four) is the preferred option. This would continue to be in conjunction with the Village’s establishment of the Foundation for the Health Centre to assist in raising funds for capital improvements. The Almaguin Highland Health Council has adopted new terms of reference that removes the building from their mandate and focuses on health care services being provided throughout Almaguin. However, we have seen the success of attracting services to health hubs, especially when they align. For example, a doctor’s office with walk-in lab and x-ray services in the same building. As seen from *Figure 1* on services offered, many of the services currently in the building benefit more than one municipality.

With this option, the largest issue will be the factors for cost sharing. As expected, there is always the concern that one municipality will be off setting costs for a building owned by another. In this case, the cost recovery should be viewed more as covering the cost for services that collectively don’t pay enough rent to offset the cost of their space. Many services are subsidized, in fact the most used services are either not paying rent (through service agreement) or have a reduced rental rate. When reviewing *Figure 1* compared to subsidy amounts with *Figure 2* for Subsidy rents by tenant, below, for health care services there is an annual rental subsidy of \$40,974.20. That consists of support group charges, Muskoka Algonquin Health Care services, the Ontario Telemedicine Network and the two groups that make up the Burk’s Falls and Area Family Health Team.

*Figure 2: Subsidized rents rates by tenant*

AH Health Centre Subsidy for Services		Per municipality
1.	All Almaguin Municipalities (10 communities)	
	Support Groups	900
	MAHC (lab,xray,physio)	31,816
	OTN	3075
	Total for services for 10 municipalities serviced	\$ 35,791.00
		\$3,579.10
2.	Catchment	
	BF, Armour, Ryerson, Perry, Magnetawan Kearney, McMurrich Monteith (7 communities)	
	Family Physicians	\$ 5,183.20
		\$740.46
	<b>Total subsidy @ AHHC Services/Yr.</b>	<b>\$ 40,974.20</b>
		<b>\$3,619.56</b>
	Additional subsidy for Food Bank/yr.	\$20,336.90
	<b>vacant space is</b>	<b>\$19,577.50</b>
	we are currently in discussions	
	<b>Total rent shortfall</b>	<b>\$80,888.60</b>

The Food Bank is a regional service as well and they do receive a discount on the fair market rental rate as their space is large and offers a valuable service to the vulnerable population. The Fire Department has an office within the medical building and upon renewal the rates can be expected to increase as well. There are two units vacant or underutilized since 2022 but the Village is in discussion with a health provider and it does look promising. If it is not successful, the Village will market the spaces again in the summer of 2023.

#### 4. Cost Sharing Contribution Options

In reviewing the possible cost factors for the contribution agreement to implement the governance recommendation No. 4, the Village has considered:

1. Covering subsidy for services plus 50% for capital to attract new services. The second story will be refreshed in 2023 and several units will be marketed for rent to health providers. As much of the capital has been focused on the Family Health Team the rest of the building is in need of urgent cosmetic care. The engineering reports and 10-year capital list will also require \$600,000 in capital improvements over the next few years. The Village is applying for grants to assist with these costs.

Annual subsidy based on services (Figure 2)	\$ 40,974.20
Additional 50% Capital improvements	<u>\$ 20,487.00</u>
	\$ 61,461.20
Divided by 10 municipalities / per year	\$ 6,146.10

2. Basing cost sharing on usage for services. The Village has been requesting the service providers that receive discounted rental rates to track usage for the past several years. The summary is below. The chart takes into account the average percentage of all usage plus the population, as health care is a people centered service, and calculates the portion of the 12-year average deficit. The concern with usage is that it is not reliable and often clients don't know which municipality they "live" in even when asked for postal codes and those giving the questionnaire do not know the street names or boundaries of the communities. Additionally, service providers have shared being very busy so they are doing their best to record the information correctly. Client information is also protected under freedom of information rules and addresses cannot be recorded for these purposes.

Figure 3: Use of services by community

Serviced Municipalities											
Statistics on Usage @ AHHC											
# of Benefiting Communities	10		10		7		Population				
	OTN		MAHC Services		BFFHT						
Service Provided	pre-2019	%	2021	%	2020	%		%	Average %		Average deficit
Burk's Falls/Armour/Ryerson*	234	15.54			1709	0.44			0.00		\$ 60,069.30
Armour	22	1.46	389	11.57			1459	11.92	10.67	11.20	6727.76
Burk's Falls			760	22.60			957	7.82	12.42	12.95	7778.97
Kearney	26	1.73	175	5.20	236	6.06	974	7.96	5.00	5.53	\$ 3,321.83
Magnetawan	47	3.12	338	10.05	275	7.06	1753	14.32	8.25	8.78	\$ 5,274.08
McMurrich	28	1.86	156	4.64	178	4.57	907	7.41	4.75	5.28	\$ 3,171.66
Perry	37	2.46	270	8.03	485	12.45	2650	21.65	10.50	11.03	\$ 6,625.64
Ryerson			171	5.08			745	6.09	7.67	8.20	\$ 4,925.68
Strong			322	9.57			1566	12.79	11.33	11.86	\$ 7,124.22
Sundridge			712	21.17			938	7.66	15.08	15.61	\$ 9,376.82
Strong/Sundridge/Joly*	1112	73.84		0.00	1013	26.00			0.00	0.53	\$ -
Joly			70	2.08			293	2.39	9.08	9.61	\$ 5,772.66
<b>totals</b>	<b>1506</b>	<b>100</b>	<b>3363</b>		<b>3896</b>		<b>12242</b>		<b>94.75</b>	<b>100.58</b>	

\*Note: some services collected use based on Postal

- Covering the average 10-year deficiency evenly across all 10 municipalities. In reviewing the deficiency since 2011/2012 the average deficit for operating and capital has been \$60,069. Currently, the annual invoices are sent out based on the previous year's deficit divided among those municipalities who contribute to off setting health care services. The cost for each municipality under this system is \$6,007.00 per year.
- Population based: In reviewing the history of the Health Centre in 2011 each of the 12 Almaguin Municipalities paid \$2.00 per capita to the AHHC Board to kick start their accounts. It is logical to assume population could be a cost factor long term since healthcare services are people centric. *Figure 4* below breaks down the cost sharing by population per community. As well the last two columns calculate contributions based on per capita. Neither the 2011 contribution of \$2.00 per person, nor a \$4.00 per capita would cover the average annual deficit.

*Figure 4: Population cost base by community*

<b>2021 Census Municipality</b>	<b>Population</b>				
			\$60,000	\$2.00	\$4.00
Armour	1,459	0.10	6,116.55	2918	5836
Burk's Falls	957	0.07	4,012.02	1914	3828
Ryerson	745	0.05	3,123.25	1490	2980
Joly	293	0.02	1,228.34	586	1172
Kearney	974	0.07	4,083.29	1948	3896
Perry	2,650	0.19	11,109.56	5300	10600
Strong	1,566	0.11	6,565.12	3132	6264
Sundridge	938	0.07	3,932.36	1876	3752
Magnetawan	1,753	0.12	7,349.08	3506	7012
Machar	969	0.07	4,062.33		0
McMurrich Monteith	907	0.06	3,802.40	1814	3628
South River	1,101	0.08	4,615.71		0
	14,312	1		\$ 24,484.00	\$ 48,968.00

#### **Cost Sharing Contribution Recommendation**

- It is recommended to use the cost sharing based on actual shortfalls from the previous ten years, Option 3 above. In reviewing the deficiency since 2011/2012 the average deficit for operating and capital has been \$60,069. Currently, the annual invoices are sent out based on the previous year's deficit divided among those municipalities who contribute to off setting health care services. The cost for each municipality under this system is \$6,007.00 per year.



## NOTICE OF MOTION FORM

Members of Council may use this form to give notice of a motion to be proposed at a future Council meeting.

Council Member giving Notice:

- |  |  |
|--|--|
| <input type="checkbox"/> Beaucage, Keven                   | <input type="checkbox"/> Beaucage, Keven                   |
| <input type="checkbox"/> Pateman, Heather                  | <input type="checkbox"/> Pateman, Heather                  |
| <input type="checkbox"/> Rickward, Michael – Deputy Mayor  | <input type="checkbox"/> Rickward, Michael – Deputy Mayor  |
| <input type="checkbox"/> Sharer, Jill                      | <input type="checkbox"/> Sharer, Jill                      |
| <input checked="" type="checkbox"/> Philip, Cheryl – Mayor | <input checked="" type="checkbox"/> Philip, Cheryl – Mayor |

**WHEREAS** the Council of the Corporation of the Town of Kearney has hired a Community Engagement and Recreation Coordinator to fulfill the key responsibilities associated with the organization of any and all events, programming, and community engagement initiatives for the Town;

**AND WHEREAS** Council has traditionally had appointed Committees of Council to facilitate some of these job functions that are now solely a Staff role;

**AND WHEREAS** these committees of Council in their current function bear a large procedural responsibility due to the committee structure which does not provide the members the ability to make a greater impact;

**AND WHEREAS** the success of the Community Engagement and Recreation Coordinator to bring quality programming and multifaceted community events will rely on coordination and collaboration between community volunteers and the Town;

**AND WHEREAS** the Council of the Corporation of the Town of Kearney feels it is necessary to change the structure of its Committees of Council to a volunteer resource to provide the volunteers with flexibility to assist in a less structured manner, reducing red tape;

**NOW THEREFORE BE IT RESOLVED** the Council of the Corporation of the Town of Kearney requests Staff bring back a report to the next regular meeting of Council removing the following Committees of Council from a Committee of Council structure, to a volunteer resource on a per event or programming basis:

1. the Regatta Committee
2. the Kearney Community Centre Committee
3. the Recreation Committee
4. the Economic Development Committee
5. the Dog Sled Race Committee
6. the Creative Changes Art Show Committee
7. the Seniors Committee

**AND FURTHER THAT** this report includes some process/procedure on what or how the volunteer groups make look in a more informal way to be more impactful for the Town of Kearney and it's residents.



## **Executive Award Call for Nominations**

**Nominations are now being accepted from municipalities and individuals in Northeastern Ontario for the FONOM Executive Award to be presented at the upcoming FONOM Conference in the City of Timmins.**

**The following is a description of the purpose of the award and eligibility requirements.**

### **Purpose**

The purpose of this award is to honour an individual member of FONOM who has contributed in a special and meaningful way toward the enrichment and betterment of the lives of the residents of Northeastern Ontario and who has exerted tireless efforts over a period of years in promoting the objectives of FONOM regionally and provincially.

**Who is eligible?** To qualify for the Executive Award, recipients must have served in an elected office in one of the municipalities within the FONOM membership district.

### **When are the awards presented?**

The award is presented concurrent with the annual FONOM Conference. The recipient and their nominator will be notified in advance of the awards ceremony.

### **When is the deadline for nominations?**

Any person or organization can nominate an individual by completing the following nomination form and sending the signed form to the address below, no later than **April 6th, 2026**.

**Previous recipients of the FONOM Executive Award are:**

- 1997 Joe Mavrinac, Kirkland Lake
- 1998 John Hodder, Manitoulin
- 1999 Marcel Noel, West Nipissing
- 2000 Fred Poulin, Smooth Rock Falls
- 2001 Vic Power, City of Timmins
- 2002 Austin Hunt, Manitoulin
- 2003 Jim Gordon, Sudbury
- 2004 Richard Adams, Parry Sound
- 2005 Phyllis Floyd, Former Executive Director, Sudbury
- 2006 Henry (Chick) Goertzen, Township of Laird
- 2008 Ellwood McKinnon, Township of Johnson
- 2009 George Farkouh, City of Elliot Lake
- 2010 John Rowswell, Sault Ste. Marie
- 2011 Michael "J.J." Doody, Timmins
- 2012 Frank Gillis, Espanola
- 2013 Austin Hunt, Billings
- 2014 Stephen Butland, Sault Ste. Marie
- 2015 Vyrn Peterson, Blind River
- 2016 Tom Laughren, Timmins
- 2017 Alan Spacek, Kapuskasing
- 2018 Jamie McGarvey, Parry Sound
- 2019 Mac Bain, North Bay
- 2020 Merrill Bond, Charlton and Dack
- 2021 Georges Bilodeau, Huron Shores
- 2022 Lynn Watson, Township of Macdonald, Meredith & Aberdeen Additional
- 2023 Councillor Paul Borneman, Town of Parry Sound
- 2024 Mayor Paul Schoppmann, Municipality of St.-Charles
- 2025 Mayor Victor Fedeli, City of North Bay
- 2026

**Need more information?**

Further information and nomination forms may be obtained from:

**Federation of Northern Ontario Municipalities**

Address: 306-665 Oak Street East North Bay, Ontario P1B 9E5

Email: [fonom.info@gmail.com](mailto:fonom.info@gmail.com)

**Nominations must be submitted by April 6th so please submit your nomination forms as soon as possible. Thank you!**

# FONOM Executive Award Nomination Form

*Personal information on this form is collected under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA). Some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by FONOM for purpose of determining eligibility and notifying recipients of the FONOM Executive Award.*

**PLEASE TYPE OR PRINT CLEARLY AND COMPLETE IN FULL.**

## Individual Being Nominated

Title	First Name	Last Name
Name of Organization	Position	
Address		
City/Town	Province	Postal Code
Telephone No. (9:00am – 5:00pm)	Email Address	

## Nomination Submitted By:

Title	First Name	Last Name
Name of Organization	Position	
Address		
City/Town	Province	Postal Code
Telephone No. (9:00am – 5:00pm)	Email Address	

Is nominee aware of this nomination      Yes    No

Signature of Nominator	Date
------------------------	------

***In addition to completing the form, please see the reverse side of this page for additional material to be included in your submission.***

***Please provide a brief description of your nominee's activities and the contribution he or she has made. Please note that the selection of award recipients is based solely on information provided in the nomination package. It is therefore important that all materials in the package be complete.***

Please include the following in your submission:

**1. Description of achievement:**

- a) Describe the achievement in detail, including any background or historical information related to the achievement.
- b) Describe what made this an outstanding achievement for your nominee, including any extraordinary circumstances or challenges the nominee faced.
- c) Describe how this achievement has touched the lives of others or the life of the person being nominated.
- d) Indicate how long you have known the nominee.
- e) Indicate the timeframe that this achievement took place.

**2. Two Written Testimonials**

Testimonials should be current and from persons who can attest to the value and impact of the achievements of the nominee.

**3. Additional Material (optional)**

List any additional material provided to support this nomination. For example, additional testimonial letters, publications, media stories, etc.

**NOTE:** Please do not send originals of important or official documents, as they will not be returned.

**Please submit signed nomination form and supporting materials to:**

**Mail:**

306-665 Oak Street East  
North Bay, Ontario P1B 9E5

**Email:**

fonom.info@gmail.com

**DEADLINE Completed forms must be received by April 6th, 2026**



## Welcome to our February 2026 Newsletter

Included in this issue:

- 2025 water quality analysis
- LPP kit mail out announcement
- Next month's newsletter article



*Figure 1 Magnetawan River above the Graphite Mine site*

### **2025 Water Quality Analysis of the Upper Magnetawan River Watershed**

Since there has been talk about the Kearney Graphite Mine re-opening in the 2025/2026 timeframe, we felt a recent Water Quality Analysis would be wise. Upon checking with Near North Labs in North Bay we found they could perform a fifty parameter analysis on the water samples at a cost of \$375/set. This was essentially the same as their detailed test used for drinking water and the parameters closely matched those used in Table#2 & #3 in the original Kearney Watershed Study of 2002. Because of the cost we decided to just sample the Magnetawan River above Sand Lake and after the river exited Perry Lake. Essentially an “in” and “out” check. Since this fall was especially

dry, the stream was not flowing from the polishing pond where the effluent from the mine would normally enter the Magnetawan River. We therefore knew that there would be minimal influence from the mine on the “in” sample. If the “out” parameter levels were significantly higher than the “in” values our plan was to repeat the tests in the spring of 2026 and also sample the stream from Grass & Loon lakes where it enters Sand Lake and the stream from Clam, Lynx and Fisher Lakes where it enters Perry Lake to see if they were contributing to the higher “out” levels.

On October 28, 2025 we took a set of “in” water samples from the Magnetawan River just above the bridge on Hwy 518 before the river entered Sand Lake and a second “out” set after the river exited Perry Lake before the dam at Hwy 518. There were 8 sample bottles in each set. Surface grab samples were taken using a dipper on a long pole so that we could reach out into the river from the shore without wading into the river and stirring up the bottom.

The water samples were refrigerated overnight then packed in a cooler with ice packs and shipped by courier to Near North Labs in North Bay the next morning. A fifty parameter analysis was performed on both sets of samples. There was a lot of additional information including a nine page Analysis Interpretation Guide included with the results. All this information including the statement of analytical results will be posted on our website. An abbreviated set of the October 2025 results along with the May 2002 results for comparison are provided below. Site 9 in the 2002 test was in the general area of the “Hwy 518 bridge “ and site 20 was in the Magnetawan River between Perry Lake and the Hwy 518 Dam.

### **Water Quality Analysis – Upper Magnetawan River Watershed**

<b>Description</b>	<b><u>2025</u></b>		<b><u>2002</u></b>		<b><u>Criteria</u></b>
	<b>Bridge</b>	<b>Dam</b>	<b>Site 9</b>	<b>Site 20</b>	
Alkalinity total	8.70	10.8	4.0	5.0	30-500
Appearance	Lt yellow	Lt yellow			----
Bromide	<MDL	<MDL		<0.5	-----
Chloride	0.803	2.15		0.70	5-20
Conductivity	51.8	44.9	51	35	50-1500
DOC	6.6	6.3	3.3	4.0	----
Fluoride	0.025	0.026			1.5
Hardness total	18.1	14.6			80-100
Nitrate (as N)	0.129	0.072			10
Nitrite (as N)	<MDL	<MDL			1.0
Nitrate + Nitrite(as N)	0.129	0.172		0.24	10
pH	6.30	6.27	6.3	6.4	6.5-8.5
O-phosphate (as P)	<MDL	<MDL	0.009	0.035	----

Sulphate	11.0	5.70	8.0	500
Hydrogen Sulphide	<.01	<.01		0.05
Tannins/lignins	0.8	0.6		---
Total Dissolved Solids	52.0	48.0		---
Total Suspended Solids	<2.27	<2.27		---
Turbidity	0.9	1.3		5.0
Aluminum total	.04	.01	0.116	0.1
Antimony total	<0.0001	<0.0001	0.0005	.006
Arsenic total	0.0001	0.0001	<0.002	.01
Barium total	0.014	0.014	0.018	1.0
Beryllium total	<.001	<.001	<0.001	.004
Boron total	<0.005	<0.005	0.006	5.0
Cadmium total	<0.000015	<0.000015	<0.0001	.005
Calcium total	4.93	3.80	12.1.	---
Chromium total	<0.0010	<0.0010	<0.005	0.05
Cobalt total	0.0001	<0.0001	<0.0001	---
Copper total	<0.002	<0.002	0.0007	1.0
Iron total	0.504	0.291	0.15	0.3
Lead	0.00012	0.00007	<0.0005	0.01
Magnesium total	1.41	1.25	1.16	---
Manganese total	0.015	0.030	0.031	0.05
Molybdenum total	<0.0001	<0.0001	<0.001	---
Nickel total	<0.01	<0.01	<0.001	---
Potassium total	0.8	0.7	0.50	---
Selenium total	<0.001	<0.001	<0.002	0.01
Silicon total	3.59	3.18		---
Silver total	<0.0001	<0.0001	<0.0001	---
Sodium total	1.4	2.0		---
Strontium total	0.031	0.028	0.029	---
Thallium total	<0.00005	<0.00005	<0.00005	.004
Titanium total	<.0005	<.0005	<0.005	---
Vanadium total	0.0003	0.0001	<0.0005	---
Zinc total	<0.005	<0.005	0.129	5.0

<MDL is less than the measuring instrument's Minimum Detectable Level

A pH reading of 6.3 is not uncommon on the Canadian Shield as is low alkalinity.

A slightly high iron reading at the "in" Bridge site was probably due to runoff over granite bedrock & soils and was lower at the "out" Dam site. Units are in mg/L except for parameters like pH and the "Criteria" values are mainly Drinking Water Standards

Please note these were surface water samples taken from the river at a single point in time and should not be construed as indicating that untreated water is safe to drink.

## **2026 Lake Partner Program Mailout Update**

MECP will start mailing out the spring LPP sample kits this week. If you do not receive your kit by mid April contact Gavin Vance Assistant Coordinator of the LPP at :

[lakepartner@ontario.ca](mailto:lakepartner@ontario.ca) or 1-800-832-8700

2024 Lake Partner Datasets are available. We are currently extracting the 2024 data subsets for the lakes being sampled in Kearney from the main LPP database. Parameters include Total Phosphorous, Secchi (water clarity) readings, Calcium, Chloride and Sulphate.

## **Next Month's Newsletter Article**

March is when the maple sap usually begins to flow again so we are planning an article on the anatomy of trees and how they work. It is a fascinating topic and we think you will find it interesting.

Dance  
Play  
Imagine  
In Almaguin

**WEDNESDAY-BURK'S FALLS**

**3:30PM-4PM & 4-4:45PM**

DANCE BASICS JUNIOR

**4:45-5:45PM** INTERMEDIATE

**6-7:15PM** ADULT DANCE

**THURSDAY-KEARNEY**

**STARTING MARCH 4TH!**

**5:45-6:30PM** DANCE BASICS JUNIOR

**6:30-7:30PM** INTERMEDIATE

**SATURDAY-BURK'S FALLS**

**10:30-11:30AM** DANCE BASICS

Schedule details online at  
[www.thespaceupstair.ca](http://www.thespaceupstair.ca).

Ask us about financial assistance

**416-732-7361**

**THESPACEUPSTAIRS.NEARNORTH@GMAIL.COM**

IN PARTNERSHIP WITH THE



*Town of*  
**Kearney**



**THE**  
**SPACE**  
**UPSTAIRS**

Sharing the Performing  
Arts & Culture with  
Everyone





# GET FIT, FEEL GREAT

WITH  
AMANDA  
MASHINTER

Join us at the KCC  
Monday Evenings  
6:30pm-7:45pm  
Classes Begin  
March 16th

**\$100/8 SESSION  
BLOCK**

**\$15 DROP IN**

## Ways to register

- Scan the QR code above
- Visit our website:  
[www.townofkearney.ca/activities-recreation](http://www.townofkearney.ca/activities-recreation)
- Contact: [admin@townofkearney.ca](mailto:admin@townofkearney.ca)



\*Need minimum of 10 participants to run the class

# JOIN US FOR FITNESS CLASSES



## All Levels Fitness

Tuesdays & Thursdays  
8:45a.m - 9:30a.m

## Active Stretching

Tuesdays & Thursdays  
9:45a.m - 10:30a.m

\$15 drop in fee/day  
\$45/calendar month

For membership information please visit  
the Town of Kearney's website:  
[www.townofkearney.ca/activities-  
recreation](http://www.townofkearney.ca/activities-recreation)

Kearney Community Centre  
8 Main St

\*Completed registration forms and payment must be  
made prior to attending class\*

# MARCH 2026

## Schedule

MON

TUE

WED

THU

FRI

2



3



4



5



6



9



10



11



12



13

16



17



18

19



20



23



24



25



26



27



30



31



Get Fit, Feel Great Fitness 6:30pm-7:45pm



All Levels Fitness 8:45am-9:30am



Active Stretching 9:45am-10:30am



Seniors Fitness 11:30am-12:30pm



Pickleball 4:00pm-6:00pm (Tuesdays)



Pickleball 2:00pm-4:00pm (Wednesdays)



Pickleball 8:45am-10:45am (Fridays)



Yoga 6:00pm-7:00pm



Kids Dance Basics Junior 5:45pm-6:30pm



Kids Dance Intermediate 6:30pm-7:30pm



# Good Friday Fish Dinner

Friday, April 3 • 6:00PM – 8:00PM

Kearney Community Centre, 8 Main Street



All proceeds support  
the Lion's Pavilion  
Fundraiser!

**\$20 per ticket • RSVP Required before March 27**

## **OPP DETACHMENT BOARD-JAMES BAY EAST**

**Cassandra Child, AOMC, Dipl.M.A. – Secretary-Treasurer**

171 Fourth Avenue

Cochrane, Ontario, Canada, P0L 1C0

T: 705-272-4361 | F: 705-272-6068

E: [cassandra.child@cochraneontario.com](mailto:cassandra.child@cochraneontario.com)



### **OFFICE OF THE SECRETARY/TREASURER OPP DETACHMENT BOARD-JAMES BAY EAST**

February 20, 2026

#### **VIA EMAIL**

The Honourable Michael Kerzner  
Solicitor General  
Ministry of the Solicitor General  
25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto, ON M7A 1Y6

The Honourable Zee Hamid  
Associate Solicitor General for Auto Theft and Bail Reform  
Ministry of the Solicitor General  
25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto, ON M7A 1Y6

MPP John Vanthof  
Pinewood Centre, Unit 5  
247 Whitewood Avenue  
New Liskeard, ON P0J 1P0

Dear Leaders,

On behalf of the OPP Detachment Board – James Bay East I am pleased to offer this letter in strong support of Victim Crisis Assistance Ontario (VCAO) agencies across the province and the development of a coordinated Provincial Bail Notification Program.

VCAO organizations are essential partners in community safety and well-being. They provide immediate, trauma-informed support to individuals and families affected by crime and tragic circumstances, often at the most vulnerable moments in their lives. Their staff and volunteers work closely with police services to ensure survivors receive timely safety planning, crisis intervention, and connections to critical supports. This partnership enhances our ability to respond effectively, reduces risk, and strengthens trust with those we serve.

Timely and reliable bail notification is a vital component of victim safety. The current system is inconsistent across jurisdictions and leaves survivors at risk when they are not informed of release conditions or bail decisions that may impact their safety planning. A province-wide bail notification program, led in partnership with VCAO agencies, will ensure victims receive clear, coordinated, and rapid notification, regardless of where the offence occurred or where the accused is released. This is not only a matter of safety but also an essential part of ensuring victims' rights, dignity, and confidence in the justice system.

The OPP Detachment Board- James Bay East fully supports:

1. Strengthened investment in VCAO agencies, recognizing them as critical frontline partners in community safety and in supporting survivors of crime.

2. A standardized, province-wide bail notification system, designed in partnership with police services, VCAOs, and justice partners to promote timely communication, reduce risk, and improve outcomes for victims.
3. Ongoing collaboration between police and VCAO, including shared training, coordinated response models, and information pathways that improve both public safety and victim care.

VCAO agencies deliver high-quality services that directly complement police response. A provincial bail notification program will further enhance our collective ability to keep communities safe and uphold the rights of survivors. We urge the Government of Ontario to move forward with the development, implementation, and sustainable funding of this program.

Thank you for your consideration. The OPP Detachment Board-James Bay East is committed to working collaboratively and constructively with our VCAO partners and with provincial ministries to support this important and urgently needed initiative.

Yours truly,

**OPP DETACHMENT BOARD-JAMES BAY EAST**



Cassandra Child, AOMC, Dipl.M.A.  
Secretary/Treasurer

/crc

c.c.

All Ontario municipalities  
All Ontario OPP Detachment Boards

**Almaguin Highlands OPP Detachment Board  
2026 Budget**

<b>Description</b>	<b>2026 Budget</b>	<b>Notes</b>
OPP Board Insurance	\$ 3,888.00	
Honorarium - Provincial Appointee	\$ 370.92	One rep at \$61.82/meeting, 6 meetings
Honorarium - Community Representatives	\$ 741.84	Two reps at \$61.82/meeting, 6 meetings
Spring Conference	\$ 1,975.00	Conference, hotel, meals
Zone 1A Meeting - Sudbury	\$ 1,200.00	Meeting, hotel, meals, mileage
Zone 1A Meeting - Sault St. Marie	\$ 1,700.00	Meeting, hotel, meals, mileage
Appreciation Recognition	\$ 2,000.00	For OPP Detachment staff appreciation
<b>Total for General OPP Board</b>	<b>\$ 11,875.76</b>	Split evenly into 1/12 shares
OAPSB Membership	\$ 2,996.39	Split by property count - \$0.21 plus HST per property
<b>Total Budget for 2026</b>	<b>\$ 14,872.15</b>	

## 2026 Almaguin Highlands OPP Board Cost Distribution

2026 OPP Board Budget: \$ 14,872.15

Municipality	Property Count	OAPSB Membership	General Budget	Total for 2026
Armour	1403	\$ 332.93	\$ 989.65	\$ 1,322.58
Burk's Falls	634	\$ 150.45	\$ 989.65	\$ 1,140.10
Joly	311	\$ 73.80	\$ 989.65	\$ 1,063.45
Kearney	1375	\$ 326.29	\$ 989.65	\$ 1,315.94
Machar	967	\$ 229.47	\$ 989.65	\$ 1,219.12
Magnetawan	2219	\$ 526.57	\$ 989.65	\$ 1,516.22
McMurrich/Monteith	922	\$ 218.79	\$ 989.65	\$ 1,208.44
Perry	1861	\$ 441.62	\$ 989.65	\$ 1,431.27
Ryerson	679	\$ 161.13	\$ 989.65	\$ 1,150.78
South River	602	\$ 142.85	\$ 989.65	\$ 1,132.50
Strong	1069	\$ 253.67	\$ 989.65	\$ 1,243.32
Sundridge	585	\$ 138.82	\$ 989.65	\$ 1,128.47
<b>Total</b>	<b>12627</b>	<b>\$ 2,996.39</b>	<b>\$ 11,875.76</b>	<b>\$ 14,872.15</b>



—The TOWNSHIP of—  
**NORTH DUMFRIES**

106 Earl Thompson Road, 3<sup>rd</sup> Floor  
PO Box 1060  
Ayr, ON N0B 1E0

March 11, 2026

Sent via Email:

Premier of Ontario, Minister of Agriculture, Food and Agribusiness, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Minister of Economic Development, Job Creation and Trade, MPP Brian Riddell, the Ontario Federation of Agriculture, the Association of Municipalities of Ontario, and all Municipalities in Ontario

**RE: Resolution – Support for Bill 21, Protect our Food Act, 2025**

Please be advised, at the Council Meeting held on March 9, 2026 the Township of North Dumfries Council considered the enclosed resolution received from the Township of Southgate regarding Support for Bill 21, Protect our Food Act, 2025 and adopted the following resolution:

*“THAT the Resolution received from the Township of Southgate regarding Support for Bill 21, Protect our Food Act, 2025 be received;*

*WHEREAS arable land is a critical finite resource; and*

*WHEREAS Ontario loses as much as 319 acres of farmland a day; and*

*WHEREAS Ontario’s farmland provides food, fiber and fuel to all of Ontario and beyond;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of North Dumfries support Bill 21, Protect Our Food Act, 2025 and strongly urges the provincial government to support this and every measure to protect our farmland, to aggressively prevent further losses and to ensure the future of agriculture in Ontario for future generations; and*

*That a copy of this resolution be sent to the Premier of Ontario, the Minister of Agriculture, Food and Agribusiness, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Minister of Economic Development, Job Creation and Trade, MPP Brian Riddell, the Ontario Federation of Agriculture, the Association of Municipalities of Ontario, and all Municipalities in Ontario.”*

Please feel free to contact me if you have any questions, or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Good". The signature is written in a cursive, flowing style.

Ashley Good, Clerk  
Township of North Dumfries  
519-632-8800 ext. 122  
[agood@northdumfries.ca](mailto:agood@northdumfries.ca)

encl.

**Township of Southgate  
Administration Office**  
185667 Grey County Road 9, RR 1  
Dundalk, ON N0C 1B0



**Phone:** 519-923-2110  
**Toll Free:** 1-888-560-6607  
**Fax:** 519-923-9262  
**Web:** [www.southgate.ca](http://www.southgate.ca)

February 20, 2026

**Re: Township of Southgate – Support for Bill 21, Protect Our Food Act, 2025**

Please be advised that at the February 18, 2026, regular Council meeting, the Council of the Corporation of the Township of Southgate, approved the following:

No. 2026-073

**Moved By** Councillor Shipston

**Seconded By** Councillor Ferguson

**WHEREAS** arable land is a critical finite resource; and

**WHEREAS** Ontario loses as much as 319 acres of farmland a day; and

**WHEREAS** Ontario's farmland provides food, fiber and fuel to all of Ontario and beyond;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Township of Southgate support Bill 21, Protect Our Food Act, 2025 and strongly urges the provincial government to support this and every measure to protect our farmland, to aggressively prevent further losses and to ensure the future of agriculture in Ontario for future generations; and

**That** a copy of this resolution be sent to the Premier of Ontario, the Minister of Agriculture, Food and Agribusiness, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Minister of Economic Development, Job Creation and Trade, MPP Paul Vickers, Senator Rob Black, the Ontario Federation of Agriculture, the Association of Municipalities of Ontario, and all Municipalities in Ontario.

If you have any questions, please contact our office at (519) 923-2110.

Sincerely,



Lindsey Green, Clerk  
Township of Southgate

CC: Honourable Doug Ford, Premier of Ontario  
Honourable Trevor Jones, Minister of Agriculture Food and Agribusiness  
Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks  
Honourable Rob Flack, Minister of Housing and Municipal Affairs  
Honourable Victor Fedeli, Minister of Economic Development, Job Creation and Trade  
MPP Paul Vickers – Bruce – Grey – Owen Sound  
Senator Rob Black  
Ontario Federation of Agriculture  
Association of Municipalities of Ontario  
Municipalities in Ontario



March 11, 2026

RE: 2025 Food and Housing Affordability Data

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At the Township of Carling's Regular Meeting of Council held on March 10, 2026 Council passed the following resolution:

**26-020.7**

**Moved by Councillor Wing**  
**Seconded by Councillor Doubrough**

**WHEREAS** improved financial stability allows municipal residents to participate, contribute and invest in their local economies and communities;

**AND WHEREAS** poverty puts additional pressure on municipalities, who are responsible for delivering necessary public and social services to support residents who are struggling with the consequences of inadequate income;

**AND WHEREAS** income is an important social determinant of health that greatly impacts on physical and mental health;

**AND WHEREAS** the 2025 North Bay Parry Sound food affordability results show that households reliant on social assistance do not have enough money for the costs of living;

**NOW THEREFORE BE IT RESOLVED** that the Township of Carling supports efforts to raise awareness about and work to reduce poverty, homelessness and food insecurity;

**AND FURTHER BE IT RESOLVED** that the Township of Carling endorse the recommendations from the North Bay Parry Sound District Health Unit and call on the Province of Ontario to increase Ontario Works and Ontario Disability Support Programs rates to reflect the costs of living and index Ontario Works rates to inflation going forward;

**AND FURTHER BE IT RESOLVED** that the Township of Carling provide correspondence of these resolutions to the North Bay Parry Sound District Health Unit, neighbouring municipalities, Graydon Smith MPP, Parry Sound –Muskoka, Scott Aitchison MP, Parry Sound –Muskoka, District of Parry Sound Social Services Administration Board (DSSAB), Associations of

Municipalities of Ontario, Federation of Northern Ontario Municipalities and the Council of Ontario Medical Officers of Health

**Carried**

If you require further information, please do not hesitate to contact the undersigned at 705-342-5856 ext. 9181 or mtaylor@carling.ca

Sincerely



Mackenzie Taylor  
Deputy Clerk

CC: North Bay Parry Sound District Health Unit  
Municipalities in North Bay Parry Sound Health Unit District  
Graydon Smith, Minister of Provincial Parliament for Parry Sound –Muskoka  
Scott Aitchison, Minister of Parliament for Parry Sound –Muskoka  
District of Social Services Administration Board  
Association of Municipalities of Ontario  
Federation of Northern Ontario Municipalities  
Council of Ontario Medical Officers of Health

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**BY-LAW NO. 2026-XX**

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 5, CON 8 BETHUNE; PLAN 277 LOT 24 PT;SHORE RD ALLOW AND RP;42R20379 PART 1; KEARNEY. Being a portion of the lands described with ARN #4918-020-007-01400, in the Geographic Township of Bethune, now in the Town of Kearney.

**WHEREAS** By-law No. 2022-20 was passed under the authority of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and regulates the use of land and the use and erection of buildings and structures within the Town of Kearney;

**AND WHEREAS** the Council of the Town of Kearney conducted a public meeting in regard of the subject application as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

**AND WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, as amended, permits Council to pass an amending Zoning By-law, and the Council of the Town of Kearney deems it advisable to amend By-law No. 2022-20 with respect to the lands described in this By-law;

**AND WHEREAS** the matters herein are in conformity with the provisions of the Official Plan of the Town of Kearney;

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

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

- a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 5, CON 8 BETHUNE; PLAN 277 LOT 24 PT;SHORE RD ALLOW AND RP;42R20379 PART 1; KEARNEY. Being a portion of the lands described with ARN #4918-020-007-01400, in the Geographic Township of Bethune, now in the Town of Kearney, from the Residential Waterfront (RWF) Zone to a site-specific Residential Waterfront Exception-XX (RWF-XX) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
- b) Section 4.2.5 of By-law No. 2022-20, as amended, entitled “Exceptions”, is hereby amended adding the following section:

**“4.2.5.XX Residential Waterfront Exception-68 (RWF-68) Zone**

Notwithstanding the provisions of this By-law to the contrary, on lands within the Residential Waterfront Exception-XX (RWF-XX) Zone:

Special Provisions

Minimum Lot Area	0.4 hectares
Minimum Water Yard Setback to Primary Recreational Dwelling	20.0 metres
Minimum Exterior Side Yard Setback	5.0 metres
Maximum Ground Floor Area of Accessory Garage with Bunkie	110 square metres
Maximum Height of Accessory Garage with Bunkie	6.0 metres

In all other respects the provisions of the Residential Waterfront (RWF) Zone shall apply.”

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

**READ a first and second time this 19<sup>th</sup> day of March, 2026.**

**READ a third time and finally passed this 19<sup>th</sup> day of March, 2026.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

**BY-LAW NO. 2026-XX**

Being a By-law under the provisions of Sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 2022-20, as amended, the Town of Kearney Zoning By-law, with respect to lands described as PT LT 8, CON 7 BETHUNE; RP 42R21960 PART 2 PCL 12807; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-10504, in the Geographic Township of Bethune, now in the Town of Kearney.

**WHEREAS** By-law No. 2022-20 was passed under the authority of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and regulates the use of land and the use and erection of buildings and structures within the Town of Kearney;

**AND WHEREAS** the Council of the Town of Kearney conducted a public meeting in regard of the subject application as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

**AND WHEREAS** Section 34 of the *Planning Act*, R.S.O. 1990, as amended, permits Council to pass an amending Zoning By-law, and the Council of the Town of Kearney deems it advisable to amend By-law No. 2022-20 with respect to the lands described in this By-law;

**AND WHEREAS** the matters herein are in conformity with the provisions of the Official Plan of the Town of Kearney;

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

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

- a) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 8, CON 7 BETHUNE; RP 42R21960 PART 2 PCL 12807; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-10504, in the Geographic Township of Bethune, now in the Town of Kearney, from the Tourist Commercial (CT) Zone to the Rural Residential (RR) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.
- b) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 8, CON 7 BETHUNE; RP 42R21960 PART 2 PCL 12807; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-10504, in the Geographic Township of Bethune, now in the Town of Kearney, from the Tourist

Commercial (CT) Zone to the Rural (RU) Zone as shown on Schedule “A” attached hereto and forming part of this By-law.

- c) Map No. 1 of Schedule “A” of By-law No. 2022-20 is hereby amended by changing the zone category of certain lands located in described as; PT LT 8, CON 7 BETHUNE; RP 42R21960 PART 2 PCL 12807; KEARNEY. Being a portion of the lands described with ARN #4918-020-001-10504, in the Geographic Township of Bethune, now in the Town of Kearney, from the Tourist Commercial (CT) Zone to the Hazard Lands (HZ) Zone, as shown on Schedule “A” attached hereto and forming part of this By-law.
2. This By-law shall become effective on the date that it is passed by the Council of the Town of Kearney, subject to the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended.
  3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

**READ a first and second time this 19<sup>th</sup> day of March, 2026.**

**READ a third time and finally passed this 19<sup>th</sup> day of March, 2026.**

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Mayor

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Clerk

# THE CORPORATION OF THE TOWN OF KEARNEY

## BY-LAW NO. 2026-XX

### A By-law to Regulate Election Signs in the Town of Kearney

**WHEREAS** sections 8, 9, 10 and 11 of the Municipal Act, 2001, S.O. 2001, c. 25, authorize municipalities to pass by-laws respecting structures, including signs, and highways over which they have jurisdiction;

**AND WHEREAS** sections 88.3 to 88.8 of the Municipal Elections Act, 1996, S.O. 1996, c. 32, address campaign and third-party advertising, including the removal of signs that contravene that Act;

**AND WHEREAS** the Election Act, R.S.O. 1990, c. E.6, governs provincial elections;

**AND WHEREAS** Council wishes to balance freedom of expression with public safety, accessibility, and municipal operations in a manner consistent with the Canadian Charter of Rights and Freedoms and recent case law;

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

#### 1. Short Title

1.1 This By-law may be cited as the "Election Sign By-law".

#### 2. Purpose and Interpretation

2.1 The purpose of this By-law is to set reasonable, content-neutral time, place and manner rules for Election Signs that:

- (a) protect health, safety, accessibility and municipal operations;
- (b) minimize obstructions and visual clutter; and
- (c) respect freedom of expression by adopting minimally impairing measures.

2.2 This By-law shall be interpreted broadly within the limits of the Municipal Act, 2001. In the event of conflict with another Town by-law regarding Election Signs, this By-law prevails to the extent of the conflict.

#### 3. Definitions

In this By-law:

3.1 "Candidate" means a person nominated or registered under the Municipal Elections Act, 1996, the Election Act (Ontario), or the Canada Elections Act, as applicable.

3.2 "Clerk" means the Clerk of the Town of Kearney or designate.

3.3 "Election Sign" means any sign, poster, placard or device that advertises or promotes a Candidate or political party, or that takes a position on a question/by-law submitted to electors under applicable election legislation; and includes signs for Registered Third Parties; but does not include merchandise such as small stickers on personal property unless placed on public property or otherwise regulated by this By-law.

3.4 "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place and includes any bridge, trestle, and the area between the lateral property lines thereof, for which the Town has jurisdiction.

3.5 "Registered Third Party" has the meaning in the Municipal Elections Act, 1996.

3.6 "Voting Place" means a place designated by the Clerk for voting under the Municipal Elections Act, 1996, including the entrance and internal hallways to the room used for voting.

3.7 "Boulevard" means that part of a Highway from the edge of the roadway to the property line, including any shoulder, ditch, or sidewalk.

#### 4. Scope and Application

4.1 This By-law applies to Election Signs on Highways and lands under the Town's jurisdiction, and on private property within the Town of Kearney.

4.2 This By-law does not apply to provincial highways under the jurisdiction of the Ministry of Transportation (MTO). Signs along provincial highways are subject to MTO corridor management requirements.

#### 5. General Rules

5.1 Consent on Private Property: No person shall place an Election Sign on private property without the consent of the owner or occupant.

5.2 Prohibited Interference: No person shall affix an Election Sign to any traffic control device, streetlight, utility pole, tree, municipal bench, transit shelter, or waste/recycling container, nor place a sign that obstructs sightlines, accessible routes or maintenance operations.

5.3 Voting Places: No Election Sign shall be displayed in a Voting Place, the hallways leading thereto, or the entrance to the closest door during the hours of voting.

5.4 Authorization Tagline: Election Signs must display any authorization information required by applicable election law.

5.5 Defacement: No person shall destroy, deface, or remove a lawfully placed Election Sign of another, except the owner/occupant on their property or Town staff enforcing this By-law.

#### 6. Timing of Display

6.1 Municipal Elections: Election Signs may be displayed no earlier than July 2, 2026

6.2 Provincial or Federal Elections: Election Signs may be displayed upon issuance of the writ or official call of the election, subject to this By-law and any applicable MTO requirements.

6.3 Removal Deadline: All Election Signs shall be removed within seventy-two (72) hours after Voting Day.

#### 7. Size, Height and Construction

7.1 Private Property: Maximum area 1.2 m<sup>2</sup> and maximum height 2.0 m above grade, and must be safely secured.

7.2 Boulevards/Road Allowances: Maximum area 0.7 m<sup>2</sup> and maximum height 1.2 m; must be self-supporting and not create a trip hazard.

7.3 Illumination/Animation: Election Signs shall not be illuminated or electronic/animated, except on legally permitted third-party advertising faces.

#### 8. Placement on Highways (Town Jurisdiction)

##### 8.1 Setbacks:

(a) not within 1.5 m of the curb/edge of pavement;

(b) not within 0.6 m of either side of a sidewalk;

(c) not within 3 m of an intersection on local roads or within 15 m of an

intersection on collector/arterial roads;  
(d) at least 1.0 m from any other Election Sign unless the abutting owner/occupant consents.

8.2 Sightlines and Devices: No Election Sign may obstruct sight triangles, sightlines to traffic control devices, or be placed on medians/islands where maintenance or safety is impacted.

8.3 Designated No-Sign Zones: Council may by resolution designate limited no-sign zones at specific locations based on documented safety or maintenance concerns. Such zones shall be narrowly tailored and reviewed after each election.

## 9. Public Property (Non-Road)

9.1 Municipal Facilities and Parks: Election Signs are prohibited on the grounds of municipal buildings actively used for municipal operations, and in areas of parks or trails where documented safety or maintenance concerns exist, but this prohibition does not extend to adjacent road allowances where signs comply with section 8.

9.2 Street Furniture: Election Signs are prohibited on municipal or contracted street furniture and advertising faces, except as permitted by separate agreement or permit.

## 10. Campaign Office Signs

10.1 A sign located on a campaign office is deemed an Election Sign and is permitted while the office is in lawful operation, subject to applicable building/sign permit requirements for permanent or fascia signs.

## 11. Registered Third Parties

11.1 Third-party Election Signs are permitted subject to registration and tagline requirements under the Municipal Elections Act, 1996, and the same placement/size rules as Candidates.

## 12. Enforcement

12.1 Authority: Municipal Law Enforcement Officers may remove and impound Election Signs erected in contravention of this By-law or posing an immediate safety hazard.

12.2 Notice and Retrieval: The Town shall maintain a log and provide notice to the Candidate or Registered Third Party of the removal and the location for retrieval. An administrative fee equal to the Town's actual handling costs may be charged.

12.3 Penalties: Any person who contravenes this By-law is guilty of an offence and liable to fines as provided under the Municipal Act, 2001, and any applicable Administrative Monetary Penalty System by-law.

12.4 Cost Recovery: The Town may recover costs of removal/cleanup from the responsible party in accordance with law.

## 13. Accessibility

13.1 Election Signs shall not obstruct accessible routes, curb cuts, or bus stops, and shall respect the Town's accessibility practices.

## 14. Severability

14.1 If any provision of this By-law is declared invalid, the remainder continues in force.

## 15. Repeal and Transition

15.1 By-law 2018-15 and all by-laws or parts of by-laws inconsistent with this By-law are repealed on the coming into force of this By-law.

15.2 This By-law comes into force and effect on the date of its passing.

**READ A FIRST, SECOND AND THIRD TIME**, passed, signed and the Corporate Seal attached hereto, this \_\_\_\_ day of \_\_\_\_\_ 2026.

**THE CORPORATION OF THE  
TOWN OF KEARNEY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## THE CORPORATION OF THE TOWN OF KEARNEY

### **By-Law No. 2026- 15**

*Being a By-Law to enter into an agreement with CHUMS Financing Corporation aka One Investment*

Being a by-law to authorize The Corporation of Town of Kearney (the "Corporation") to enter into the Agency Agreement, as defined herein, between CHUMS Financing Corporation and Local Authority Services, as Agent, and Eligible Investors with respect to "ONE Investment" and to authorize the Treasurer to execute the necessary documents from time to time for that Purpose.

**WHEREAS** the *Municipal Act* provides that the power of a municipality to invest money includes the power to enter into an agreement with any other municipality, school board, college, university, hospital or such other person or classes of them as may be prescribed by regulation for the joint investment of money by those parties or their agents;

**WHEREAS** the Corporation proposes to enter into an restated Agency Agreement dated as of March 1, 2010 (the "Agency Agreement") between CHUMS Financing Corporation, a duly incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario (MFOA), and Local Authority Services (LAS), the business services arm of the Association of Municipalities of Ontario (AMO), as Agent, and Eligible Investors, and defined therein, to permit the Corporation to be an investor through "ONE Investment" for joint investments as set out in the various schedules to the Agency Agreement (the "Portfolios");

**WHEREAS** the Council of the Corporation deems it to be in the interest of the Corporation to enter into the Agency Agreement and to enroll in one or more of the ONE Investment portfolios;

**WHEREAS** the Treasurer has stated, pursuant to the statement appended hereto, that the investment guidelines of the Agent comply with the Corporation's investment policies and goals;

#### **COUNCIL ENACTS AS FOLLOWS:**

1. The Agency Agreement is hereby authorized substantially in the form made available to the Council at its meeting held on the 19<sup>th</sup> day of March, 2026.
2. The Treasurer is hereby authorized and directed to enter into and execute the Agency Agreement and any other necessary documents, including without limitation, enrolment documents and documents in connection with payment services for the Portfolios, and to do anything necessary or desirable, initially and on an ongoing basis, on behalf of the Corporation, to give effect to the purpose, and the Treasurer is hereby authorized to affix the corporate seal of the Corporation to the Agency Agreement and any other documents which are necessary or desirable to give effect to the Agency Agreement or to the purpose.
3. All previous By-laws and resolutions and parts of by-laws and resolutions inconsistent with the provisions of this by-law are hereby repealed.
4. This by-law shall come into force and take effect on the date of its final passing.

**READ A FIRST, SECOND TIME AND THIRD TIME**, passed and signed and the Corporate Seal attached hereto, this the 19<sup>th</sup> day of March, 2026.

THE CORPORATION OF THE  
TOWN OF KEARNEY

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Cheryl Philip, Mayor

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Nicole Gourlay, COA/Clerk