

June 25, 2026

SENT ELECTRONICALLY

The Honourable Sylvia Jones
Minister of Health/Deputy Premier
777 Bay Street, College Park, 5th Floor
Toronto, ON M7A 2J3
sylvia.jones@ontario.ca

Dear Honourable Minister Jones,

Re: Endorsement of Public Health Sudbury & Districts Advocacy re: Healthy Smiles Ontario Fee Schedule and Access to Dental Care

The North Bay Parry Sound District Health Unit (Health Unit) is writing to share a motion passed by its Board of Health at its meeting on June 24, 2026, endorsing the resolution of Public Health Sudbury & Districts regarding the Healthy Smiles Ontario (HSO) Schedule of Dental Services and Fees.

The Board of Health continues to observe significant barriers to oral health care access for children and youth within the Nipissing and Parry Sound districts. Limited provider participation in the Healthy Smiles Ontario program remains a key challenge, impacting timely access to preventive and treatment services for eligible children and youth.

Access to timely dental care is essential to supporting healthy growth and development. Untreated dental disease in children can lead to pain, infection, difficulty eating and sleeping, and can contribute to avoidable emergency department visits and hospital-based dental surgery.

As outlined in the resolution from Public Health Sudbury & Districts, reimbursement rates under the current Healthy Smiles Ontario Schedule of Dental Services and Fees remain substantially below the Ontario Dental Association Suggested Fee Guide for General Practitioners. This discrepancy continues to contribute to reduced provider participation and inequitable access to care across Ontario.

At its meeting on June 24, 2026, the Board of Health for the North Bay Parry Sound District Health Unit carried the following resolution #BOH/06/04:

Whereas, Public Health Sudbury & Districts has passed a Board of Health resolution calling on the Ministry of Health to increase reimbursement rates under the Healthy Smiles Ontario program to improve provider participation and access to dental care for children and youth; and

Whereas, the North Bay Parry Sound District Health Unit continues to observe similar barriers in Nipissing and Parry Sound districts, including limited provider participation and resulting challenges in accessing timely dental care for eligible children; and

Whereas, untreated dental disease in children can have significant health and developmental impacts and may lead to avoidable use of hospital-based dental services;

To: Honourable Minister Jones

Page: 2/2

Date: June 25, 2026

Therefore Be It Resolved That, the Board of Health for the North Bay Parry Sound District Health Unit endorse the resolution of Public Health Sudbury & Districts calling on the Ministry of Health to increase reimbursement rates under the Healthy Smiles Ontario Schedule of Dental Services and Fees to align with the Ontario Dental Association Suggested Fee Guide for General Practitioners; and

Furthermore Be It Resolved That, this resolution be circulated to the Honourable Sylvia Jones, Minister of Health, the Chief Medical Officer of Health for Ontario, the Association of Local Public Health Agencies (alPHA); the Ontario Dental Association; Health Unit Member Municipalities, and all Ontario Boards of Health.

The Board of Health for the North Bay Parry Sound District Health Unit respectfully urges the Ministry of Health to consider the actions outlined in the resolution in support of improving access to publicly funded oral health services for children and youth across Ontario.

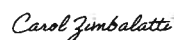
Thank you for your continued leadership and commitment to improving oral health outcomes for Ontarians.

Sincerely,



Rick Champagne (Jun 25, 2026 14:31:59 EDT)

Rick Champagne
Chairperson, Board of Health



Dr. Carol Zimbalatti, CCFP, MPH
Medical Officer of Health/Executive Officer

/al

Copy to:

Dr. Kieran Moore, Chief Medical Officer of Health
Ontario Boards of Health
Association of Local Public Health Agencies (alPHA)
Health Unit Member Municipalities



THE CORPORATION OF THE TOWNSHIP OF MCGARRY
P.O. BOX 99
VIRGINIATOWN, ON. P0K 1X0
705-634-2145, Fax 705-634-2700

MOVED BY COUNCILLOR:

____ Louanne Caza
____ Elaine Fic
____ Annie Keft
____ Mayor Culhane

SECONDED BY COUNCILLOR:

____ Louanne Caza
____ Elaine Fic
____ Annie Keft
____ Mayor Culhane

RESOLUTION # 139/2026

DATE: June 9, 2026

WHEREAS Highways 11 and 17 are critical transportation corridors connecting Northern Ontario communities and supporting national trade, tourism, emergency response, and economic development; and

WHEREAS Northern Ontario residents, travelers, commercial drivers, and emergency services rely on safe and accessible year-round highway infrastructure; and

WHEREAS many stretches of Highways 11 and 17 lack sufficient rest areas, washrooms facilities, truck parking, warming centres, fuel access, and safe pull-offs locations, particularly in remote areas of Northern Ontario; and

WHEREAS inadequate rest stop infrastructure contributes to driver fatigue, safety concerns, limited accessibilities, and challenges for Tourism and commercial transportation;

NOW THEREFORE BE IT RESOLVED THAT Council of the Township of McGarry calls upon the Government of Ontario and the Government of Canada to prioritize the development of new and upgraded highway rest stops and traveler infrastructure along Highways 11 and 17 across Northern Ontario;

BE IT FURTHER RESOLVED THAT such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information, and improved emergency communication services where feasible; and

BE IT FURTHER RESOLVED THAT the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities, and industry stakeholders to identify priority locations for investment; and

BE IT FURTHER RESOLVED THAT this resolution be circulated to FONOM, NOMA, AMO, local MPPs and MPs, the Premier of Ontario, and Ontario municipalities.

Recorded vote requested by _____

I declare this motion

	For	Against
☒ Councillor Louanne Caza		
Councillor Elaine Fic		
Councillor Annie Keft		
Mayor Bonita Culhane		

☒ Carried
☐ Lost / Defeated
☐ Deferred to: _____ (enter date)
Because:
☐ Referred to: _____ (enter body)
Expected response: _____ (enter date)

Second By Councillor Fic BC.

Disclosure of Pecuniary Interest *

Signature of Chair:
Bonita Culhane

**Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.*

From:

To:

Subject:

Date:

Dear Mayor and Members of Council,

My name is Kristin Pichoskie and I am the founder of Oak's Tree of Love, a Northern Ontario initiative created in memory of my son, Oak Beaudyn Noel.

Oak's Tree of Love respectfully requests that the Municipality proclaim October 15, 2026 as Pregnancy and Infant Loss Awareness Day and proclaim October 2026 as Pregnancy and Infant Loss Awareness Month.

We would also be grateful if the Municipality would consider a flag raising and/or illumination of City Hall, a municipal building, bridge, landmark, sign, or other public feature in pink, blue, and white in recognition of this important awareness initiative.

Pregnancy and infant loss affects thousands of Canadian families each year. This recognition would help raise awareness, honour babies gone too soon, support bereaved families, reduce stigma surrounding grief and loss, and encourage compassionate conversations about pregnancy loss, infant loss, stillbirth, and child loss within our communities.

Oak's Tree of Love provides memory boxes, remembrance projects, awareness initiatives, hospital partnerships, and support resources for families affected by the loss of a baby or child.

Thank you for your time, consideration, and support of bereaved families. We would be grateful to learn if the Municipality plans to participate through a proclamation, flag raising, illumination, or other form of recognition for Pregnancy and Infant Loss Awareness Day and Month in 2026.

Sincerely,

Kristin Pichoskie

Founder, Oak's Tree of Love

In loving memory of Oak Beaudyn Noel



ASSIGINACK™
At The Heart Of Nature

TOWNSHIP OF ASSIGINACK

REGULAR MEETING OF COUNCIL

IN CHAMBERS

Tuesday, June 16, 2026 07:00 PM

Moved BY: Councillor Hooper

Resolution # **270-06-2026**

Seconded BY: Councillor Elliott

Carried

WHEREAS the Town of Northeastern Manitoulin and the Islands (NEMI) has passed a resolution calling on the Province of Ontario to fix the severe underfunding of community and rural hospitals;

AND WHEREAS inadequate provincial funding has caused compromised patient care across Ontario;

THEREFORE BE IT RESOLVED that the Assiginack Township supports NEMI's resolution requesting that the Province of Ontario immediately inject \$3.2 billion into hospital funding, followed by annual increases of 6% thereafter;

BE IT FURTHER RESOLVED that this resolution be forwarded to the Premier of Ontario, the Minister of Health, and the Town of NEMI.

Mayor

Brenda Reid

Clerk

Stasia Carr

LIVE FIRE TRAINING UNIT AGREEMENT

DATED this ____ day of _____ , 2026

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PERRY

(hereinafter called the “Township of Perry”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF KEARNEY

(hereinafter called the “Town of Kearney”)

OF THE SECOND PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the “Municipality of Magnetawan”)

OF THE THIRD PART

- and -

THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH

(hereinafter called the “Township of McMurrich/Monteith”)

OF THE FOURTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF RYERSON

(hereinafter called the “Township of Ryerson”)

OF THE FIFTH PART

- and -

THE CORPORATION OF THE VILLAGE OF BURK’S FALLS

(hereinafter called the “Village of Burk’s Falls”)

OF THE SIXTH PART

- and -

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

(hereinafter called the “Township of Armour”)

OF THE SEVENTH PART

(hereinafter collectively referred to as the “Parties”)

WHEREAS the Parties have jointly constructed a Live Fire Training Unit (hereinafter referred to as the “Training Unit”) for their mutual benefit, which is located in the Township of Perry at the Township of Perry Fire Hall, 64 Old Government Road, Emsdale, Ontario (hereinafter referred to as the “Site”);

AND WHEREAS the use of the Training Unit shall be shared amongst the Parties and their Fire Departments, and the Parties shall share in the costs associated with the Training Unit;

AND WHEREAS pursuant to section 20 of the *Municipal Act, 2001* the Parties hereto are authorized to enter into this Agreement which is for their joint benefit;

NOW THEREFORE in consideration of the mutual covenants and representations contained in this Agreement the Parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to provide the framework for the use of, maintenance of and financial responsibility for the Training Unit. The Parties shall work together in collaboration with each other to support an effective and efficient partnership with regards to all matters related to the Training Unit.

2. FIRE DEPARTMENTS

The Fire Departments of the Parties are as follows:

- a. The Township of Perry Fire Department for the Township of Perry;
- b. The Town of Kearney Fire Department for the Town of Kearney;
- c. The Municipality of Magnetawan Fire Department for the Municipality of Magnetawan;
- d. The Township of McMurrich/Monteith Fire Department for the Township of McMurrich/Monteith; and
- e. The Burk’s Falls and District Fire Department for the Township of Ryerson, the Village of Burk’s Falls, and the Township of Armour.

3. TERM

This Agreement shall commence on the date that it is signed by all the Parties and shall continue in full force and effect for a term of twenty (20) years (the “Initial Term”), unless terminated earlier in accordance with this Agreement. The Parties may renew this Agreement for further additional terms of ten (10) years by mutual written agreement of the Parties. If the Parties do not consent in writing to a renewal of this Agreement, then the Agreement will expire at the end of the Initial Term or any renewal terms.

4. OWNERSHIP AND COST OF CONSTRUCTION OF TRAINING UNIT

- a. The Parties acknowledge that the Training Unit was jointly purchased by the Parties and it is owned by the Parties jointly, although the Site on which it is placed is land owned by the Township of Perry.
- b. It is further acknowledged by the Parties that the total cost to construct the Training Unit was \$179,842.10 and this cost was allocated between them as follows:

i.	The Township of Perry	\$35,968.42
ii.	The Town of Kearney	\$35,968.42
iii.	The Municipality of Magnetawan	\$35,968.42
iv.	The Township of McMurrich/Monteith	\$35,968.42
v.	The Township of Ryerson, The Village of Burk’s Falls and the Township of Armour	\$35,968.42

5. USE OF TRAINING UNIT

- a. Each Fire Department will have equal annual use of the Training Unit, based on a schedule to be created and approved by all the Parties, by November 30th of the preceding calendar year.
- b. The Training Unit’s Operating Guidelines and Procedures, titled OP 0021 Live Fire Training Unit, must be followed at all times when used by any of the Fire Departments.

- c. During each Fire Department's use of the Training Unit, the applicable Fire Chief shall have responsibility for proper supervision of all personnel using the Training Unit.
- d. All Parties are responsible for keeping the Training Unit in good repair and working order and in a condition fit and safe for its intended purpose. Parties and their Fire Departments shall comply with all applicable laws and regulations during their use of the Training Unit.

6. MAINTENANCE AND FINANCIAL RESPONSIBILITY

- a. Subject to the terms herein, the Township of Perry has primary responsibility for administration of the Training Unit, including to arrange for maintenance work and repairs.
- b. Any issues or concerns with respect to the maintenance or repair of the Training Unit noted during the use of the Training Unit by any Party or its Fire Department shall be promptly brought to the attention of the Township of Perry and any necessary maintenance or repair shall be completed in accordance herewith.
- c. Prior to any maintenance or repair costs being incurred, or any building alterations being completed, other than routine maintenance, the consent of a majority of all the Parties, in writing, must be obtained.
- d. Notwithstanding the foregoing, if there exists, in the opinion of the Township of Perry, an emergency situation which requires immediate attention to avoid damage to the Site, the Training Unit and/or which is a risk to any person's health and safety, maintenance and repair work may be done immediately by the Township of Perry, but notice shall be provided to all other Parties at the earliest possible time and the costs to address such emergency situation shall be shared by the Parties as set out in the following paragraphs.
- e. All maintenance and/or repair costs, including the costs of building alterations, shall be shared by the Parties and split into five equal shares, based on the Fire Departments, which are allocated as follows:

i.	Township of Perry	One share
ii.	Town of Kearney	One share
iii.	Municipality of Magnetawan	One share
iv.	Township of McMurrich/Monteith	One share
v.	Township of Ryerson, Village of Burk's Falls, and Township of Armour	One share
- f. Notwithstanding the foregoing, if maintenance and/or repairs are required due to the negligence of any one Party or their Fire Department, that Party shall bear the sole total cost of the maintenance and/or repairs. The member municipalities of the Burk's Falls and District Fire Department shall be treated as one party for the purposes of this subsection.
- g. Each Fire Department shall establish a maintenance and repair reserve in their budgets, beginning in 2026, in the annual amount of \$1,500.00. At the end of each year, the Township of Perry shall send an invoice to each of the Fire Departments for each Party's share of the costs of all maintenance and/or repair completed further to this Agreement in the year. Each Fire Department shall remit payment to the Township of Perry within thirty (30) days. For clarity, the share of the costs for the Township of Ryerson, Village of Burk's Falls, and Township of Armour, who are collectively responsible for one share of the costs, will be invoiced to the Burk's Falls and District Fire Department.

7. DECISIONS REQUIRING AGREEMENT

The following procedure shall be followed for any decisions which need to be made by the Parties under this Agreement, or for any matters which require the agreement of the Parties, or the majority of the Parties, in accordance with the terms of this Agreement:

- a. Any Party proposing a specific action in accordance with this Agreement (a “Proposal”) shall circulate written notice of the proposed action to the Clerk of each Party. For context, it is anticipated that most Proposals will be circulated by the Township of Perry and be related to proposed maintenance and/or repairs, but the Parties acknowledge that other matters may require a Proposal.
- b. Each Party shall then vote on a Proposal and circulate their vote, in writing, to all other Parties, to be delivered to the Clerk of each Party, within thirty (30) days of the date the Proposal was circulated.
- c. If a Party does not circulate its vote within such thirty (30) day time period then that Party will be deemed to vote in favour of the Proposal.

For clarity, the above procedure does not apply to decisions regarding the termination of this Agreement, the renewal of the term of this Agreement, the relocation of the Training Unit, or changes to any of the clauses of this Agreement or Schedule “A” attached hereto, with any such matters requiring the express written agreement of each of the Parties.

8. INSURANCE

Each Party shall maintain a general liability insurance policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000.00. The policy shall be endorsed to include every other Party to the Agreement as an additional insured with respect to the insuring Party’s use of the Training Unit as per the Agreement. Each policy shall further be endorsed to include cross-liability, contractual liability and personal injury. Each Party shall provide a copy of their certificate of insurance to all the other Parties, or any of them, upon request.

9. INDEMNIFICATION

- a. Each Party agrees to defend, indemnify and save harmless each of the other Parties, along with their respective councillors, officers, employees and agents, from and against any and all liability, action, claim, loss, damage, payment, cost, fine, recovery or expense, including assessable legal fees, of every kind whatsoever, including but not limited those arising from bodily injury, sickness, disease or death or damage to or destruction of tangible property, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the Indemnifying Party, its Fire Department, councillors, officers, employees, and agents, or any of them, in connection with or any way related to the delivery or performance of this Agreement or the exercise of any rights granted by this Agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, recovery or expense, including assessment legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Parties. This indemnity shall be in addition to and not in lieu of any insurance to be provided by a Party in accordance with this Agreement and shall survive this Agreement.
- b. Each Indemnifying Party further agrees to defend, indemnify and save harmless the Indemnified Parties from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Indemnifying Party’s status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Parties in accordance with this Agreement and shall survive this Agreement.

10. WITHDRAWAL OF PARTY FROM AGREEMENT

- a. For the purposes of this section, the term Party refers to any of the following:
 - i. The Township of Perry;
 - ii. The Town of Kearney;
 - iii. The Municipality of Magnetawan;

- iv. The Township of McMurrich/Monteith; and/or
- v. The Township of Ryerson, the Village of Burk's Falls, and the Township of Armour jointly;

with the term "Parties" referring to all of these collectively, as the context so requires.

- b. No Party shall be permitted to withdraw from this Agreement during the first (5) years of the Agreement's term. Starting in the sixth (6th) year of this Agreement, any Party wishing to withdraw from this Agreement may do so on at least six (6) month's written notice to the other Parties, with the written notice being required by no later than June 30th of any given year. The withdrawal of a Party in accordance with this clause shall not take effect until January 1st of the year following the year in which notice is given.
- c. A withdrawing Party shall be entitled to compensation upon their withdrawal based on their proportionate 1/5th share of the current value of the Training Unit in the year in which their withdrawal is effective, as set out in Schedule "A" attached hereto.
- d. Compensation paid to a withdrawing Party shall be paid proportionately by all other remaining Parties. The Parties acknowledge that a withdrawing Party may not be paid their compensation until such payment has been allocated in the municipal budgets for the following year by the remaining Parties.
- e. The values in Schedule "A" attached hereto may be revised from time to time if justified based on renovations and repairs completed to the Training Unit, and providing that all Parties consent in writing to such revision.

11. REMOVAL/REMEDICATION OF TRAINING UNIT AND SITE

- a. For the purposes of this section, the term Party refers to any of the following:
 - i. The Township of Perry;
 - ii. The Town of Kearney;
 - iii. The Municipality of Magnetawan;
 - iv. The Township of McMurrich/Monteith; and/or
 - v. The Township of Ryerson, the Village of Burk's Falls, and the Township of Armour jointly but not severally;

with the term "Parties" referring to all of these collectively, as the context so requires.

- b. At the end of the Initial Term of this Agreement or any renewal term, or should all Parties (or remaining Parties) agree in writing to terminate this Agreement earlier than the end of the term, the costs associated with the Training Unit's removal and/or costs associated with the remediation of the Site shall be shared equally amongst the Parties, or such Parties as are then remaining. This paragraph shall survive the termination of this Agreement.
- c. Prior to the end of the term of this Agreement, should the Parties agree to move the Training Unit to a new location, which shall require unanimous consent of all seven of the Parties (despite the definition of "Parties" in subsection 11(a) above), then the cost of such removal from the Site and the relocation, including, but not limited to, costs to remediate the Site and to create a new pad for the Training Unit at the new location, shall be shared equally between the Parties (as the term "Parties" is defined in subsection 11(a) above).

12. ASSESSMENT OF TRAINING UNIT

In the second last year of the Initial Term, or any renewal term, the Parties shall agree on a process for and shall undertake an assessment of the Training Unit to evaluate the condition, functionality, and state of repair of the Training Unit and to determine whether the Training Unit requires repair or replacement, along with any associated estimated costs, or whether it has reached the end of its useful life. Said assessment shall be administrated by the Township of Perry, with any costs associated with same being payable by the Parties in equal shares in

accordance with the terms of this Agreement. The results of the assessment shall be shared with all of the Parties and shall be used to inform negotiations and each Party's decision-making as to the possible renewal of the term of this Agreement. For greater certainty, nothing in this clause shall be construed to obligate any Party to agree to renew the term of this Agreement.

13. DISPUTE RESOLUTION

If, during the term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved by voluntary mediation then same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act* and the decision rendered in respect of such proceedings shall be final and binding on the Parties. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then the Parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice and the arbitration shall be carried out pursuant to the *Arbitration Act* and the decision rendered in respect of such proceedings shall be final and binding on the Parties.

14. NO ASSIGNMENT

No party may assign this Agreement or any of its rights or obligations under this Agreement, whether voluntarily, by operation of law, or otherwise, without the prior written consent of all of the Parties. No new parties may be admitted into this Agreement without the prior written consent of all of the Parties.

15. GENERAL

- a. Upon the execution of this Agreement, any existing agreement or memorandum of understanding between the Parties or their Fire Departments regarding the Training Unit, and specifically including the Memorandum of Understanding between "the Township of Ryerson, the Town of Kearney, the Municipality of Magnetawan, the Township of McMurrich/Monteith, and the Township of Perry" dated March 25, 2025, shall forthwith become null and void.
- b. This Agreement and the attached Schedule constitute the entire Agreement between the Parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.
- c. This Agreement may be amended at any time by the mutual consent of the Parties in writing.
- d. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- e. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

[THE REST OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

THIS AGREEMENT has been executed by the Parties hereto by their duly authorized representatives on the dates noted below:

By The Corporation of the Township of Perry on the _____ day of _____, 2026.

**THE CORPORATION OF THE
TOWNSHIP OF PERRY**

per: _____
Norm Hofstetter, Mayor

Per: _____
Beth Morton, Clerk-Administrator

I/We have the authority to bind the Corporation

By The Corporation of the Town of Kearney on the _____ day of _____, 2026.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

per: _____
Cheryl Philip, Mayor

Per: _____
Nicole Gourlay, CAO/Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Municipality of Magnetawan on the _____ day of _____, 2026.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

per: _____
Sam Dunnett, Mayor

Per: _____
Kerstin Vroom, CAO/Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Township of McMurrich/Monteith on the _____ day of _____, 2026.

**THE CORPORATION OF THE
TOWNSHIP OF McMURRICH/MONTEITH**

per: _____
Glynn Robinson, Mayor

Per: _____
Cheryl Marshall, Clerk/Treasurer

I/We have the authority to bind the Corporation

By The Corporation of the Township of Ryerson on the _____ day of _____, 2026.

**THE CORPORATION OF THE
TOWNSHIP OF RYERSON**

per: _____
George Sterling, Mayor

Per: _____
Nancy Field, Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Village of Burk’s Falls on the _____ day of _____, 2026.

**THE CORPORATION OF THE
VILLAGE OF BURK’S FALLS**

per: _____
Chris Hope, Mayor

Per: _____
Denis Duguay, CAO-Clerk

I/We have the authority to bind the Corporation

By The Municipal Corporation of the Township of Armour on the ____ day of _____, 2026.

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

per: _____
Rod Ward, Mayor

Per: _____
Charlene Watt, Municipal Clerk

I/We have the authority to bind the Corporation

THIS IS SCHEDULE “A” TO THE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PERRY, THE CORPORATION OF THE TOWN OF KEARNEY, THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN, THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH, THE CORPORATION OF THE TOWNSHIP OF RYERSON, THE CORPORATION OF THE VILLAGE OF BURK’S FALLS, AND THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

SCHEDULE “A”

Age of training unit	Percentage of value of the Training Unit
Year 6	95%
Year 7	90%
Year 8	85%
Year 9	80%
Year 10	75%
Year 11	70%
Year 12	65%
Year 13	60%
Year 14	55%
Year 15	50%
Year 16	45%
Year 17	40%
Year 18	35%
Year 19	30%
Year 20	25%
Year 21	20%
Year 22	15%
Year 23	10%
Year 24	5%
Year 25	0%

*100% of the value of the Training Unit is the initial cost to construct, being \$179,842.10.

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2026- XX

Being a By-law to Rescind a By-law Declaring Land Surplus and Authorizing Its Sale

WHEREAS section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, provides that municipal powers shall be exercised by by-law;

AND WHEREAS Council enacted By-law Number 2024-13, which declared certain municipal lands legally described as All of the original shore road allowance in front of Lot 6, Concession 7, Township of Bethune, now Town of Kearney, District of Parry Sound; designated as Part 2, Plan 42R-12584 surplus to municipal requirements and authorized their sale to Susan Alexanian;

AND WHEREAS the authorized purchaser did not fulfill the conditions required to complete the transaction, including payment of applicable fees and expenses, and no transfer of the subject lands was completed;

AND WHEREAS the authorized purchaser has since disposed of the adjoining lands that formed the basis for the proposed sale;

AND WHEREAS Council now deems it appropriate and in the best interests of the Corporation to rescind By-law Number 2024-13;

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

1. Rescission

THAT By-law Number 2024-13 be and is hereby rescinded in its entirety.

2. No Entitlement to Compensation

THAT the rescission of By-law Number 2024-13 does not create any entitlement to financial compensation, damages, or reimbursement of expenses to any person, and that any costs incurred by the intended purchaser were undertaken at their own risk.

3. No Entitlement to Legal Costs

THAT the rescission of By-law Number 2024-13 does not create any entitlement to the reimbursement of legal costs, solicitor's fees, or related expenses, and the Corporation shall not be responsible for any such costs incurred by the intended purchaser in respect of the proposed sale.

4. Effective Date

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

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 5th] DAY OF February, 2026

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY
BY-LAW NO. 2026-XX

A BY-LAW TO CLOSE AND SELL PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF LOT 35, CONCESSION 11 GEOGRAPHIC TOWNSHIP OF PERRY; TOWN OF KEARNEY (MACKAY)

WHEREAS pursuant to the *Municipal Act, 2001*, S.O. 2001, Chapter 25, Council is empowered to close highways;

AND WHEREAS pursuant to the said *Municipal Act, 2001*, Council is empowered to sell any highway which has been closed and declared surplus;

AND WHEREAS The Corporation of the Town of Kearney (the “Corporation”) has complied with the requirements of its By-law respecting the Sale of Land and its Notice By-law with respect to the lands more particularly described in Schedule “A” attached hereto;

AND WHEREAS the Corporation received a request from the abutting landowner for a conveyance of the said lands.

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

- 1. Close – This Council does hereby close the highway on the lands more particularly described in Schedule “A” attached hereto.
- 2. Lands Are Surplus – This Council does hereby declare this said land to be surplus.
- 3. Easements – This Council does hereby authorize the transfer of such easements over the lands described in Schedule “A” attached hereto as required by utility providers.
- 4. Authorization of Sale – This Council does hereby authorize the sale of the said lands by way of direct sale to the abutting landowners, Leslie Dale MacKay and Candace Marie Peter MacKay for the consideration of \$5,880.00 plus HST of \$764.40, subject to any easements as set out in Paragraph 3 above.
- 5. Execution of Documents – This Council does hereby authorize the Mayor and Clerk or Deputy Clerk to sign all documents and to take all action necessary to carry out the intent of this By-law.

READ a First and Second Time this ____day of ___, 2026.

Cheryl Philip, Mayor

Nicole Gourlay, CAO/Clerk

READ a Third and Final Time and Enacted in Open Council this ____day of ___, 2026.

Cheryl Philip, Mayor

Nicole Gourlay, CAO/Clerk

**SCHEDULE “A” TO BY-LAW NO. 2026-
OF THE CORPORATION OF THE TOWN OF KEARNEY**

Part of the original shore road allowance in front of Lot 35, Concession 11 Geographic Township of Perry; Town of Kearney; designated as Part 2, Plan 42R22955.

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2026-XX

Being a By-law to authorize the signing of an agreement between
The Corporation of the Town of Kearney
and
The Corporation of the Township of Perry

WHEREAS Section 5 (3) of the *Municipal Act, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise its powers by By-law unless specifically authorized to do otherwise;

AND WHEREAS Section 8 of the *Municipal Act, S.O. 2001, c.25*, as amended, authorizes broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

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

AND WHEREAS Section 20(1) of the *Municipal Act 2001, S.O. 2001, c. 25* as amended, authorizes municipalities to enter into agreements with one or more municipalities or local body, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 29(1) of the *Municipal Act 2001, S.O. 2001, c. 25* as amended, states that local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highway forming the boundary line

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into an agreement with the Township of Perry for the purposes of facilitating a shared maintenance road agreement;

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

- 1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as “this Agreement”;
- 2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement;
- 3. That this By-law come into effect August 1, 2026;
- 4. That the Agreement, attached hereto as Schedule “A”, is hereby ratified and confirmed, when signed by both Corporations; and
- 5. That By-law No. 99-09 and any other by-law conflicting with this by-law and agreement be is hereby repealed in their entirety.

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