TOWN OF KEARNEY

AGENDA

REGULAR COUNCIL MEETING
Council Chambers
Thursday, August 13, 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

4.1. Zabe MacEachren – Invasive Species Control Pg.3

Public Meetings regarding the upgrading of unopened municipal roads

4.2. Gray Jay Lane Pg.25
4.3. Colonization Rd off Highway 518 E Pg.27

Public Meeting to Amend the Town of Kearney Fees & Charges Bylaw

4.4. Schedule 'C' - Planning Fees Pg.29

5. Consent List

5.1. DRAFT July 16, 2026 Regular Council Meeting Minutes Pg.32
5.2. Minutes from Committees Pg.37
5.3. Payment Register Pg.46

6. Items Referred from the Consent List

7. Items for Discussion

7.1. SR 2026-46 Community Improvement Kearney Pg.51
7.2. RFT-PW-02-2026 Gravel Application to Island Lake Pg.53
7.3. RFT-PW-03-2026 Hard Surface Treatment Pg.54
7.4. RFT-PW-05-2026 Winter Sand Pg.55
7.5. RFT-PW-06-2026 Multiple Roads Improvement Project Pg.56
7.6. RFT-PW-07-2026 Shouldering/Berm Removal Hwy 518 Pg.57
7.7. DRAFT Fire Dispatch Agreement with WPSHC Pg.58

7.8. Ontario Regulation 284/09 Budget Matters – Expenses Pg.67
7.9. Staff Memo re: TAB Shore Road Allowance Pg.69
7.10. Staff Memo re: Pregnancy and Infant Loss Awareness Day Pg.70
7.11. Staff Memo re: Road Closure (Labour Day Weekend) Pg.71
7.12. Support for NOHFC funding Ontario Graphite Pg.72
7.13. Report From the Office of the Integrity Commissioner Pg.73
7.14. Staff Memo re: Echo Ridge Road Subdivision Roads DRAFT Resolution Pg.99

8. Notice of Motion

9. Correspondence for Information

9.1. Request for Financial Support Letter from Burk's Falls Food Bank Pg.102
9.2. Camp Molly 2026 Flyers – Almaguin Pg.103
9.3. Support of the MFOA Letter to the Ministry Pg.104
9.4. Town of Huntsville staff report – IWM Pg.105
9.5. Town of Bracebridge – support resolution re flooding Pg.113

10. Bylaws

10.1 TAB – SRA Pg.115
10.2 2026-XX Enter into Agreement with WPSHC for Fire Dispatch Pg.117
10.3 Bylaw 2026-XX Delegation of Authority Bylaw during Lame Duck period Pg.118
10.4 By-law 2026-XX Amend the Town of Kearney Fees & Charges By-law Pg.119
10.5 By-law 2026-XX Being a By-law regarding the Assumption and Name Change of a portion of Patton Road Pg.122

11. Closed Session

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

(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

12. Confirming Bylaw

By-law 2026-XX Being a by-law to confirm the proceedings of Council

13. Adjournment

From: Town of Kearney | CiviKit
To: Nicole Gourlay
Cc: Cindy Filmore; Stefanie Allen
Subject: Webform submission from: Delegation Request Form
Date: August 3, 2026 1:00:50 PM

Submitted on Mon, 08/03/2026 - 13:00

Submitted by: Anonymous

Submitted values are:

I acknowledge that personal information contained within my communication(s) may become part of the public record and may be made available to the public through the Council / Committee process.
Yes

I realize that by using this online form I am unable to attach my presentation documents at this time. I understand that I am completely responsible for submitting my delegation presentation documents no later than 3:00 p.m. on the Monday 2 weeks prior to the meeting. Otherwise, my delegation may be postponed to a later meeting date.
Yes

Full Name
Zabe MacEachren

Email

Telephone Number

Address

Date of Meeting for Designation
Thu, 08/13/2026 - 00:00

Please describe the general nature of your delegation:
I would like to present to council a powerpoint on the importance of addressing invasive species in order to save money in the long term.
I will sent the powerpoint to Nicole in advance of the meeting

Why Kearney should Address Invasive Species?

- Economic cost is steep.
- $28,000 average per township
- $50.8 million per year in Ontario by municipalities and conservation authorities
- Destroys native animal and plants
- Reduces property value and damages infrastructure
- Reduced recreational opportunities

Prevention

Eradication

Containment



Phragmites also poses a severe fire hazard

- Extreme Temperatures – 2000 degrees
- Self Generating Wind which expands fire zone
- Combustible Material, seeds and dead stalks act like kindling
- Access Obstructions, hard for firefighters to access and control



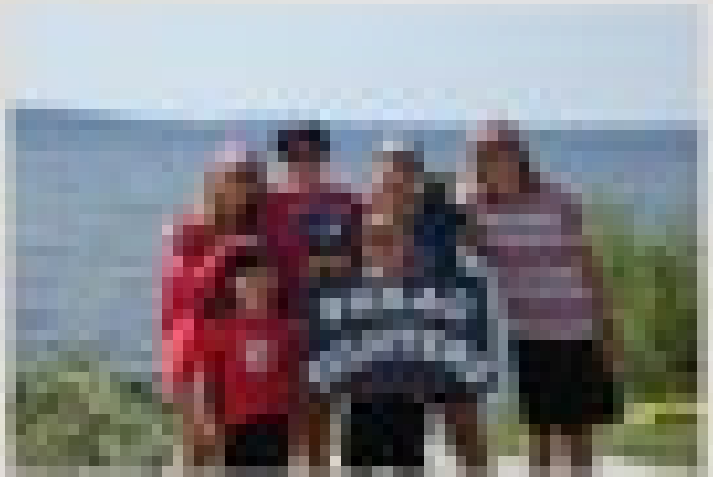


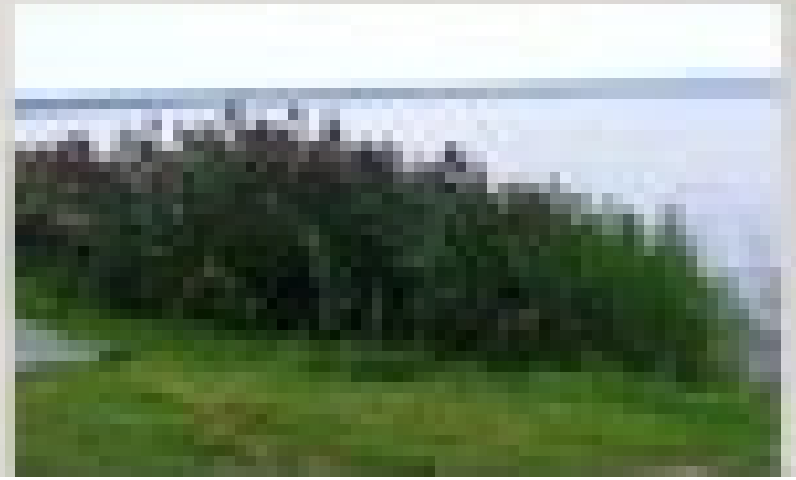
INVASIVE AQUATIC SPECIES



PHRAGMITES WORKING GROUP LAKE BERNARD







Lake Bernard – Sunridge



In Kearney, only a matter of time.

Japanese Knotweed catching up to Phragmites

- Grows 6cm a day
- Blocks out sunlight
- 10ft deep roots
- 1 cm piece of root can regrow ten years later
- Breaks through concrete

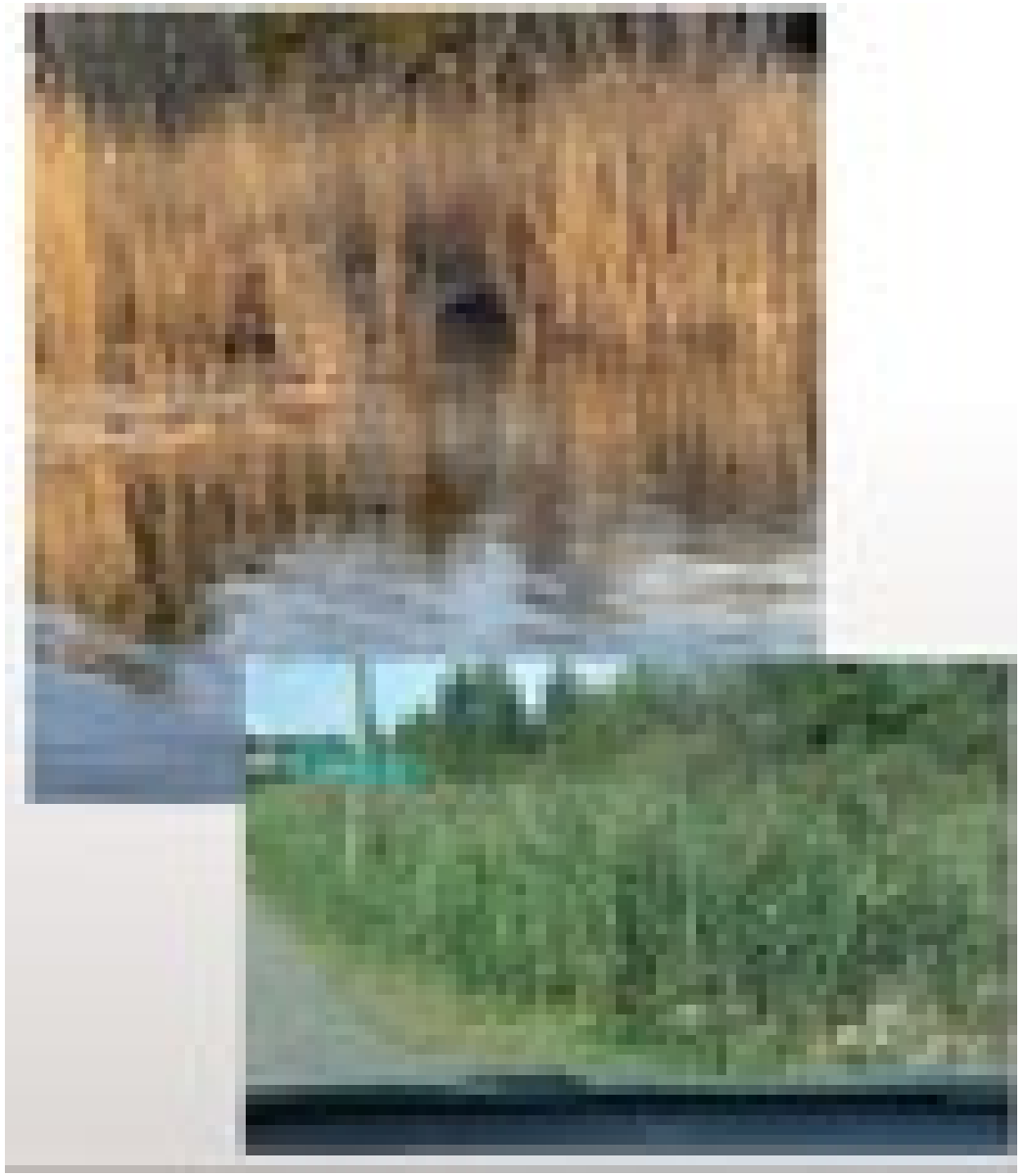


Phragmites spreads through Seed & Roots









Citizen-wide Awareness to identify



Invasive
Phragmites
australis



https://www.greenshovels.ca/wp-content/uploads/2022/02/inv-vs-native-phrag.pdf

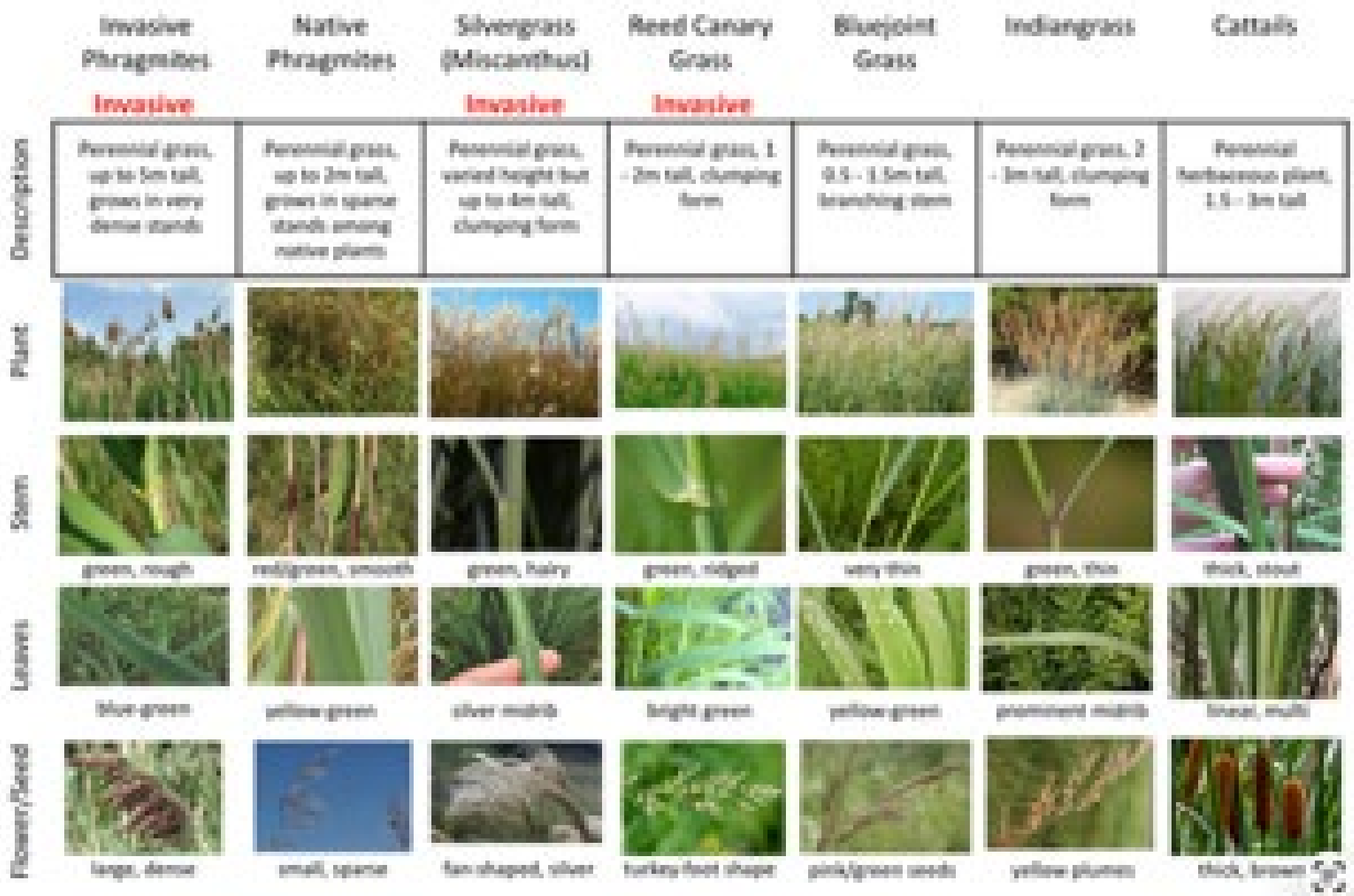


Native
Phragmites
americanus



Ontario Phragmites Action (OPA) program
free genetic testing services.

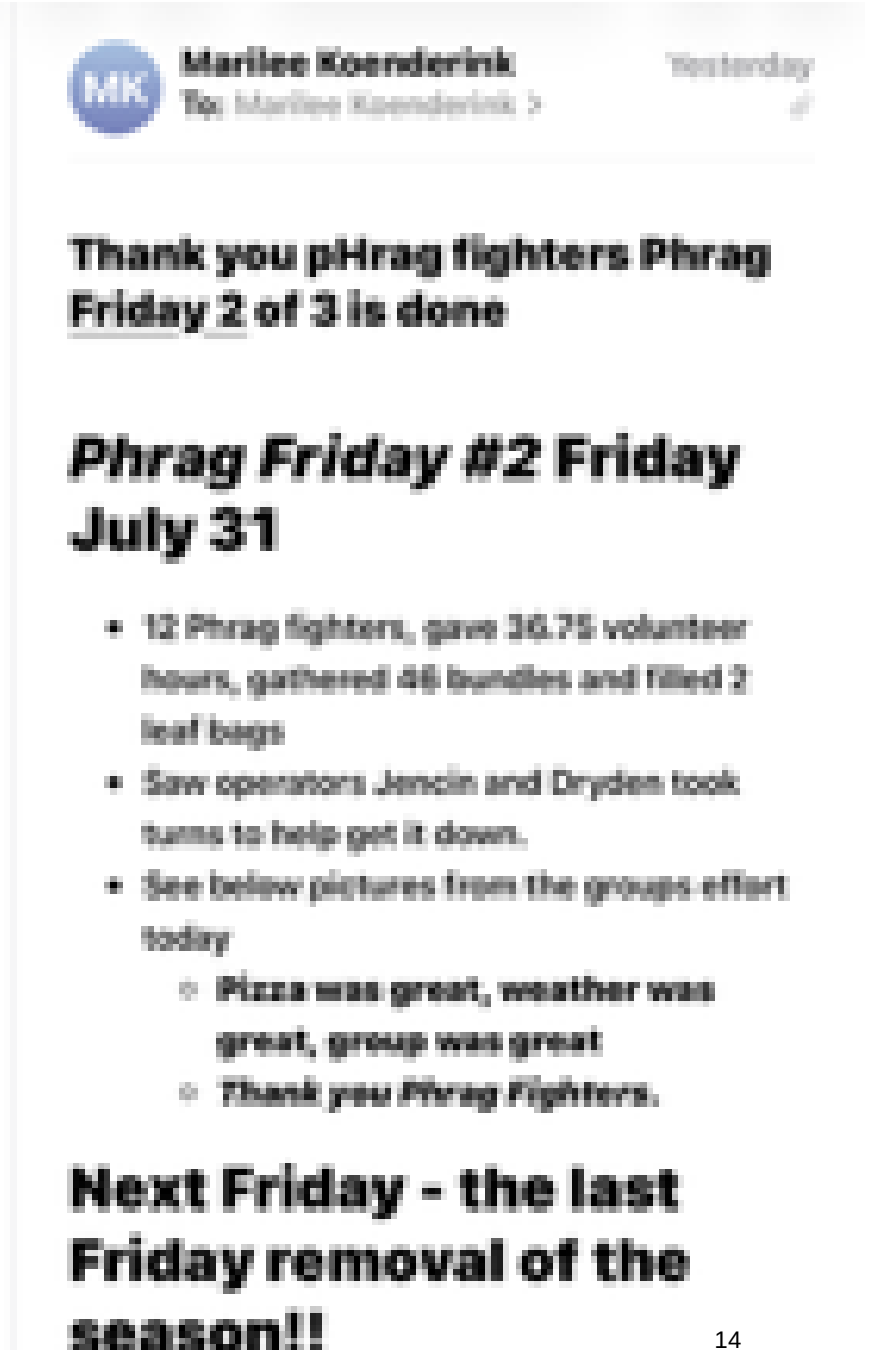
Common Phragmites Lookalikes




Support local working groups
• Additional volunteers always needed!
• Wasi Lake Phrag Fighters
• No Phrag in the Mag
• Phragmites Working Group Lake Bernard
(Contact marilee.koenderink@gmail.com)

9 years of organizing volunteers & Grant writing





Marilee Koenderink
To: Marilee Koenderink >
Yesterday

Thank you pHrag fighters Phrag Friday 2 of 3 is done

Phrag Friday #2 Friday July 31

- 12 Phrag fighters, gave 36.75 volunteer hours, gathered 46 bundles and filled 3 leaf bags
- Saw operators Jencin and Dryden took turns to help get it down.
- See below pictures from the groups effort today
  - **Pizza was great, weather was great, group was great**
  - ***Thank you Phrag Fighters.***

Next Friday - the last Friday removal of the season!!

Community Building for Volunteers





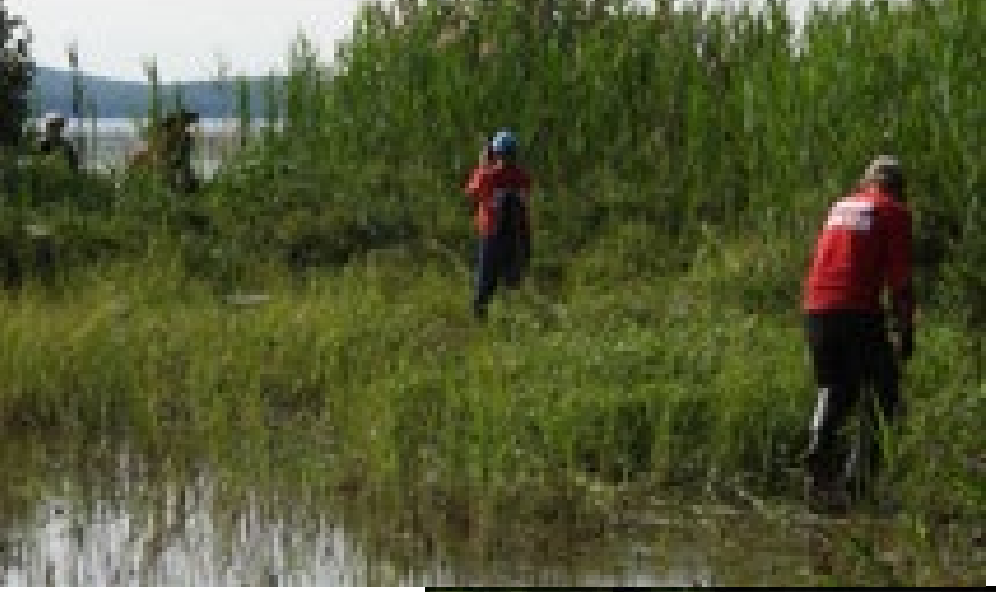
Involves:

- Grants that provided Long Sleeve Shirts
- Applying for student grants
- Finding insurance providers
- Completing forms for machines when required
- Local disposal procedures developed
- Acquiring pruners and special water weed-wackers





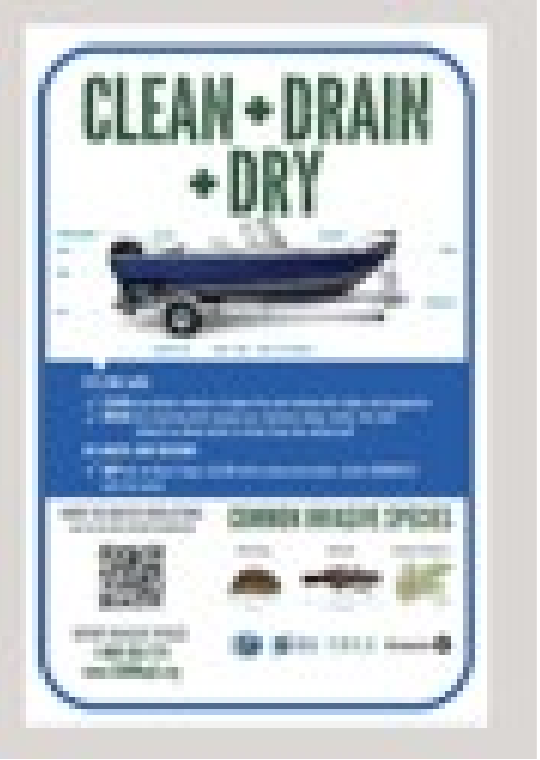








What can Kearney Do?



Organize Local Citizens & Apply for Funding

-Network with Emsdale council, the mine, and ATV/snowmobile/powerboat businesses

--Create a way people can report possible invasive species locations

The Goal: Educate local citizens about the importance of prevention and begin to build a list of dedicated volunteers who will help eradicate small plots of this plant

Student work can include:



- -link with volunteers to help landowners remove small plots of phragmites in this local
- -Make presentations to local lake association groups
- Educate local citizens and visiting ATVers with booths outside their businesses
- Use local volunteer drivers (ATV and Vehicles) to map existing stands on roads and crown land to report to appropriate avenue
- Help create educational signage

Many helpful organizations

KWEF - Kearney Watershed Environmental Foundation

Water Trivia Event





Management Practices



11:12 AM Mon Aug 3

93%

ducks.ca

Fish, Invasive Species, Wetlands

How invasive species affect fishing

Invasive species like common carp and Phragmites are damaging fish habitat across Canada by degrading wetlands, reducing water quality and crowding out native species. Learn how Ducks Unlimited Canada is restoring critical habitat and helping protect the future of fishing.

Biodiversity, Invasive Species, Pacific Coast, Updates

Invasive species Spartina densiflora nearing eradication on B.C.'s coast

Removing Spartina reintroduces space for what was there before it arrived: healthy mudflats, functioning marshes, and resilient habitat, and Spartina densiflora is nearing eradication on B.C.'s coast.

Biodiversity, Invasive Species, Wetlands

What you need to know about invasive species

Invasive species threaten Canada's wetlands and wildlife. Learn how they spread, why they matter and actions you can take to help stop them.

Conserving Canada's Wetlands

Support us

Help us conserve and restore wetlands and associated habitats for the benefit of waterfowl, wildlife and people.

Administration

Contact Us

Careers

News & Press

Get in touch

1 800 665-DUCK (3825)

Ducks Unlimited Canada

PO Box 1160













Invasive
Species
Centre

Resources:

- Ontario Ministry of Transportation if its on a roadway, call 416-235-4686 (Toll Free 1-800-268-4686)
- CoP – Communities of Practice Invasive Species Centre
- ISC Invasive Species Forum February 17-19, 2026 FREE
- https://www.invasivespeciescentre.ca/
- https://www.canada.ca/en/health-canada/programs/cyanobacterial-toxins-drinking-water/cyanobacterial-toxins-drinking-water.html
- https://www.mnrf.gov.on.ca/
- https://www.ontario.ca/page/invasive-species-ontario
- https://www.greatlakesphragmites.net/pamf/
- https://www.ontarioinvasiveplants.ca/resources/grow-me-instead/

Staff Report

Staff Report No.	SR2026-39
Date:	August 13, 2026
To:	Mayor, Deputy Mayor and Members of Council
From:	Tom Young, Public Works Superintendent Jenny Leblond, Treasurer
Subject:	Rebuild Gray Jay Lane

Recommendation:

THAT Council receives SR2026-39 as information.

Background:

Council received report 2025-67 at the November 20, 2025 regular Council meeting and an updated report April 30, 2026 with regards to bringing multiple roads up to a municipal standard and opening for year round maintenance.

Council has Identified 9 roads that they would entertain rebuilding to year around maintenance standards. During this process council directed staff to get quotes on 2 of the easiest roads to rebuild, these roads are Gray Jay Lane and the Colonization Road.

Surveys have been done and staff have staked both these roads out to see the road allowance boundaries. Both road surfaces are on Town road allowances and can be rebuilt on the same road allowances. Brining these roads up to these standards would allow for year-round maintenance such as summer grading and winter plowing and sanding. It would also allow for emergency services to access these properties safely year-round.

Analysis/Options:

Staff issued a Request for Quote that was advertised publicly on the Town's website and social media and was also sent by invitation to at least 3 local contractors. Staff believed this project to be under the threshold for having to tender as per Procurement By-law and were correct.

The Treasurer was to look at the three payment options for recouping the cost to rebuild the road. As per SR2025-67 the three payment options were: Special Service Charges, Local Improvement Charges and Special Fees and Charges By-law.

It is the recommendation of the Treasurer that Council does not consider Local Improvement Charges or Special Fees and Charges By-law. Utilizing Local Improvement Charges would decrease the number of properties sharing the costs by 2 parcels that do not directly abut the road. The Special Fees and Charges By-law option is not recommended as it has the highest risk of not being able to collect from the property owners. If a party does not pay their portion of the road upgrade, staff are not able apply as priority lien on the tax roll and have it recovered through Tax Sale.

Special Service Charges seems the be the most fair and equitable way to cover the costs. There are 6 parcels who would benefit from Gray Jay Lane being upgraded. The Special Service Charge would be calculated using assessment values to get the percentage ratio.

Staff are estimating all costs for Gray Jay Lane to be approximately $78,000. This includes surveying, construction and materials, plus any legal/by-law registration costs.

The approximate cost share of the 6 parcels would be the following.

Assessment Value	Percentage Share	Cost Share
194,000	10.27%	$8,010.60
379,000	20.05%	$15,639.00
663,000	35.08%	$27,362.40
178,000	9.42%	$7,347.60
80,000	4.23%	$3,299.40
396,000	20.95%	$16,341.00
1,890,000	100%	$78,000.00

Staff are also recommending that payment plans be available as an option for residents who may want to pay over time.

Conclusion:
Staff and the contractor with the lowest quote are ready to start working on Gray Jay Lane and it is the recommendation that the costs be recouped using the Special Service Charges method of payment. If Council agrees with payment plans, they will have to decide on the number of years residents will have to pay their portions.

Prepared by:

Tom Young, Public Works Superintendent
Jenny Lablond, Treasurer

Staff Report

Staff Report No.	SR2026-40
Date:	August 13, 2026
To:	Mayor, Deputy Mayor and Members of Council
From:	Tom Young, Public Works Superintendent Jenny Leblond, Treasurer
Subject:	Rebuild Colonization Road

Recommendation:

THAT Council receives SR2026-40 as information.

Background:

Council received report 2025-67 at the November 20, 2025 regular Council meeting and an updated report April 30, 2026 with regards to bringing multiple roads up to a municipal standard and opening for year round maintenance.

Council has Identified 9 roads that they would entertain rebuilding to year around maintenance standards. During this process council directed staff to get quotes on 2 of the easiest roads to rebuild, these roads are Gray Jay Lane and the Colonization Road.

Surveys have been done and staff have staked both these roads out to see the road allowance boundaries. Both road surfaces are on Town road allowances and can be rebuilt on the same road allowances. Brining these roads up to these standards would allow for year-round maintenance such as summer grading and winter plowing and sanding. It would also allow for emergency services to access these properties safely year-round.

Analysis/Options:

Staff issued a Request for Quote that was advertised publicly on the Town's website and social media and was also sent by invitation to at least 3 local contractors. Staff believed this project to be under the threshold for having to tender as per Procurement By-law and were correct.

The Treasurer was to look at the three payment options for recouping the cost to rebuild the road. As per SR2025-67 the three payment options were: Special Service Charges, Local Improvement Charges and Special Fees and Charges By-law.

Staff are estimating all costs for Colonization to be approximately $82,000. This includes surveying, construction and materials, plus any legal/by-law registration costs.
It is the recommendation of the Treasurer that Council does not consider Special Fees and Charges By-law. The Special Fees and Charges By-law option is not recommended as it has the highest risk of not being able to collect from the property owners. If a party does not pay their portion of the road upgrade, staff are not able apply as priority lien on the tax roll and have it recovered through Tax Sale.

The Local Improvement option would be based on direct frontage the properties have on Colonization Road. This option includes a more formal process or "red tape" as it is regulated by the province under Ontario Regulation 586/06.

The cost share of the 5 properties with frontage on the road are below. The frontage lengths are an approximate for this report as they were measurements using a measuring tool from MPACs database.

Frontage Length	Percentage Share	Cost Share
410m	47.07%	$38,597.40
195m	22.39%	$18,359.80
96m	11.02%	$ 9,036.40
106m	12.17%	$ 9,979.40
64m	7.35%	$ 6,027.00
871m	100%	$82,000.00

Special Service Charges seems the be the most fair and equitable way to cover the costs. There are 5 parcels who would benefit from Colonization Road being upgraded. The Special Service Charge would be calculated using assessment values to get the percentage ratio.

The approximate cost share of the 5 parcels would be the following.

Assessment Value	Percentage Share	Cost Share
230,000	21.24%	$17,416.80
343,000	30.61%	$25,100.20
194,000	17.31%	$14,194.20
318,000	28.38%	$23,271.60
27,500	2.46%	$ 2,017.20
1,120,500	100%	$82,000.00

Staff are also recommending that payment plans be available as an option for residents who may want to pay over time.

Conclusion:
Staff and the contractor with the lowest quote are ready to start working on Colonization and it is the recommendation that the costs be recouped using the Special Service Charges method of payment. If Council agrees with payment plans, they will have to decide on the number of years residents will have to pay their portions.

Prepared by:

Tom Young, Public Works Superintendent
Jenny LeBlond, Treasurer

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2026-39

Being a By-law to Amend By-law No. 2025-71, Being a By-law to Establish Fees and Charges for Services and Activities Provided by The Corporation of the Town of Kearney

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WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to impose fees or charges on persons for services or activities provided or done by or on behalf of the municipality;

AND WHEREAS Council enacted By-law No. [Original By-law Number], being the Fees and Charges By-law;

AND WHEREAS Council deems it advisable to amend the Fees and Charges By-law from time to time;

NOW THEREFORE the Council of The Corporation of the Town of [Municipality Name] enacts as follows:

1. Amendment
That Schedule "C" of By-law No. 2025-71 is hereby deleted and replaced with the attached Schedule "C" attached hereto and forming part of this By-law.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 13th day of August 2026.

THE CORPORATION OF THE TOWN OF KEARNEY

_____
Mayor

_____
Clerk

DRAFT

SCHEDULE "C"
TO BY-LAW NUMBER 2025-71
PLANNING DEPARTMENT

Administration fee per application and all costs associated with the application be borne by the Applicant for all Planning & Legal Applications

Fee Title	Fee Plus applicable taxes	Fee Basis
Zoning By-law Amendment	$750.00: Residential $1,500.00: Commercial Plus $1,000: Deposit (each)	
Official Plan Amendment	$1,000.00: Residential $2,000.00: Commercial Plus $1,000.00: Deposit (each)	
Minor Variance	$750.00 Plus $1,000: Deposit each	
Consent	$750 Plus $1000. Deposit	
Validation, Foreclosure, Power of Sale	$50.00 Plus $1,000.00 Deposit (each)	
Agreements - Development, Subdivision, Consent, Condo, User Mtce. and Site Plan	$500.00 Plus $1,000.00 Deposit (each)	
Plan of Subdivision / Condominium	$1,500.00 Plus $1,000.00 Deposit (each)	
Road/Shore Road Allowance Closing Application Fee Road & Shore Road Allowance Purchase	$600.00 Appraised value Plus $1,000.00 Deposit (each)	
Deeming By-law	$500.00 Plus $1,000.00 Deposit each	
Staff Review/Report Fee	$500.00	
Pre-consultation Report	Residential: $150.00 Plus Deposit $2000.00 Commercial: $200.00 Plus Deposit $3000.00 Subdivision: $500.00 Plus Deposit $4000.00	
Property Information Report	Residential: $200.00 Commercial: $400.00	Per roll
Additional Meeting Fee	$150.00	

NOTE:

1. When necessary, the Town of Kearney reserves the right to require a deposit amount for the purpose of retaining professional services (solicitor, engineer, planner) in all applications within this schedule.
2. With respect to Planning Department fees, the applicant and the owner shall understand, acknowledge and accept that the Town of Kearney does not retain as full-time staff, professional engineers, planners and solicitors and that the Town of Kearney contracts out these services.
3. The applicant and the owner **SHALL** be jointly and severally liable for paying to the Town of Kearney all costs incurred in processing or reviewing applications including but not limited to fees for planning, engineering and legal services, together with any Town of Kearney administration fees.
4. The Town of Kearney shall notify the applicant and owner from time to time of any costs incurred by the Town and the applicant and the owner shall have thirty (30) days to pay the Town for those costs after notice given. In the event that the applicant and the owner do not pay those costs within thirty (30) days, the Town has the right

DRAFT

to apply the deposit held against those costs and further, to cease work on this application until such time as all outstanding costs are paid in full

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The Corporation of the Town of Kearney
DRAFT

REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, July 16, 2026 – 6:00 p.m.

Council Members Present: Mayor: Cheryl Philip

Deputy Mayor: Michael Rickward

Councillors: Keven Beaucage, Heather Pateman, Jill Sharer

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

The CAO/Clerk was present for the entirety of the meeting. The Treasurer and the Public Works Superintendent were present until their part for closed session completed. The Deputy Clerk was present for the Public portion 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 2026-140
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of July 16, 2026, as circulated
CARRIED

3. **Disclosure of Interest**
Keven Beaucage declared a conflict of pecuniary interest based on:
Agenda item 5.3 – Payment Register due to family member receiving payment in the amount of $40.03
Michael Rickward declared a conflict of pecuniary interest based on:
Chq#35604 – cheque payable to Rickward's Small Motors

4. **4.1 Public Meeting -** DRAFT Official Plan
Resolution 2026-141
Moved by: Councillor Beaucage; Seconded by Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney recesses the Regular Meeting of Council on Thursday, July 16, 2026 at 6:05 pm to hold a Public Meeting pursuant to Section 17 of the Planning Act R.S.O. 1990 c.P. 13 as amended to consider the proposed update to the Town's Official Plan, pursuant to Section 26 of the Planning Act, R.S.O. 1990, c.P. 13.
CARRIED

Resolution 2026-142
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Report from EcoVue Consulting Services regarding the Draft Town of Kearney Official Plan; AND FURTHER THAT Council thanks the Public for their comments, which are considered in conjunction with the Report; AND FURTHER THAT Council directs staff to incorporate comments received and bring back a final draft at a later date.
CARRIED

Resolution 2026-143
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Beaucage
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney hereby adjourns the Public portion of the Council meeting, held pursuant to Section 17 of the Planning Act, R.S.O. 1990, c.P. 13 as amended at 6:36 pm
CARRIED

4.2 Presentations – BDO – Auditor's Report
Resolution 2026-144

Moved by: Councillor Sharer; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney thanks BDO Representatives Dean Decaire and Shelagh Graham for their presentation regarding the Auditor's Report; AND FURTHER THAT Council approves the audited financial statement.
CARRIED

5. **Consent List**
Resolution 2026-145
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, July 16, 2026, be accepted and that all recommendations or support contained therein be adopted and approved as resolutions of Council.
CARRIED

6. Items Referred from the Consent List

7. Items for Discussion

7.1 SR2026-36 re: Facilities Master Plan and Parks & Trails Master Plan
Resolution 2026-146
Moved by: Councillor Pateman; Seconded by: Councillor Sharer
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives SR2026-36 regarding the evaluation of proposals received for RFP 2026-01 – Facilities Master Plan and Parks & Trails Master Plan from the CAO/Clerk & Treasurer; AND FURTHER THAT Council approve the award of RFP 2026-01 to Tocher Heblom Design Inc. (thinc design) in the amount of $88,010 plus HST for the preparation of the Town of Kearney Facilities Master Plan and Parks & Trails Master Plan
CARRIED

7.2 SR2026-37 EV Charging Stations
Resolution 2026-147
Moved by: Councillor Sharer; Seconded by: Councillor Beaucage
BE IT RESOLVED that Council receives SR 2026-22 EV Charging Stations from the Treasurer; AND FURTHER THAT Council approves the purchase of 2 EV charging stations for the Kearney Community Centre at an expense of $288,003 to be paid for from a grant and reserves; AND FURTHER THAT the CAO-Clerk and Mayor are hereby authorized to enter into any necessary agreements to complete this project; AND FURTHER THAT the revenue generated from the charging stations reimburse the reserve; AND FURTHER THAT once the reserve is reimbursed, the revenue be used to offset future operations.
CARRIED

7.3 SR2026-39 DRAFT Kearney/Perry Road Maintenance Agreement
Resolution 2026-148
Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney support the proposed Kearney/Perry Road Maintenance Agreement as presented which will take place later in the meeting.
CARRIED

7.4 DRAFT Bylaw to open Patton Road (South)
Resolution 2026-149
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts the DRAFT bylaw regarding the opening of Patton Road South AND FURTHER THAT Council supports the renaming of Woodland Lane/Patton Road to Patton Road South; AND FURTHER THAT Council directs Staff to bring back both bylaws to rename the road and to open the road at the next Council meeting; AND FURTHER THAT Staff provide notice to the public regarding the proposed renaming of Woodland Lane to Patton Road South.
CARRIED

7.5 Memo: Purchase Carbide Teeth
Resolution 2026-150
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 the Staff Memo regarding the purchase of carbide teeth for the brusher head; AND FURTHER THAT Council directs staff to purchase these teeth from the lowest quoter as long as it's under $9,000.00; AND FUTHER THAT payment for these teeth come out of year end surplus or reserves.
CARRIED

7.6 MEMO: Echo Ridge Road subdivision road upgrade letter response

Resolution 2026-151
Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Staff Memo regarding Echo Ridge Subdivision Roads Property Owner Feedback regarding Proposed Upgrades; AND FURTHER THAT Council directs Staff to 1) Continue with a quotation for a survey verification of the unopened road allowances.
CARRIED

7.7 DRAFT Rescind By-law 2024-13 in Part (Alexanian SRA Sale)
Resolution 2026-152
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the passing of a bylaw to rescind the Sale of Shore Road Allowance Bylaw 2024-13 (Alexanian); AND FURTHER THAT this bylaw be passed later in the meeting.
CARRIED

7.8 DRAFT By-law to Stop up, close and sell Shore Road Allowance in front of 51 & 53 Main Street (Mackay)
Resolution 2026-153
Moved by: Councillor Beaucage; Seconded by: Councillor Sharer
WHEREAS the Council of the Corporation of the Town of Kearney has received and approved in principle the purchase of the Shore Road Allowance in front of # 51 and #53 Main Street (MacKay);NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives and supports the DRAFT Bylaw to Stop Up, Close and Sell the Shore Allowance in front of # 51 and # 53 Main Street (MacKay);AND FURTHER that this bylaw be passed later in the meeting.
CARRIED

7.9 Memo: 102nd Kearney Regatta – Request to declare a festival & authorize Road Closure
Resolution 2026-154
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney accepts Staff Memo regarding the Kearney Regatta; AND FURTHER the Council hereby declares the Kearney Regatta to be a Festival; AND FURTHER THAT any bylaws which do not support the events/ activities of the Regatta be suspended for Town sanctioned events for this Festival and return to force once the Regatta is complete; AND FURTHER THAT Council supports the closure of Main Street from 56 Main Street to 80 Main Street from 6 pm Friday, July 31 until 11 pm Sunday, August 2, 2026
CARRIED

7.10 DRAFT Delegation of Authority Bylaw during Lame Duck Period
Resolution 2026-155
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
WHEREAS Section 275 of the *Municipal Act, S.O. 2001*, c.25, as amended, restricts acts that a Council can take after Nomination Day (August 21st, 2026) and after Voting Day (October 26th, 2026) if the Council is in a “lame duck” position; AND WHEREAS Section 275(3) of the *Municipal Act, S.O. 2001*, c.25, as amended, restricts Council from taking action on the following:

(a) The appointment or removal from office of any officer of the municipality;

(b) The hiring or dismissal of any employee of the municipality;

(c) The disposition of any real or personal property of the municipality which has a value exceeding $50,000 at the time of disposal; and

(d) Making any expenditure or incurring any other liability which exceeds $50,000;

AND WHEREAS Section 275(6) of the *Municipal Act, S.O. 2001*, c.25, as amended,states that nothing in this section prevents any person or body exercising any authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council; AND WHEREAS Council deems it expedient to delegate authority to the CAO/Clerk to take action, where necessary, on certain acts during the “Lame Duck” periods; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney supports approval of the DRAFT Delegation of Authority By-law as presented; AND FURTHER THAT Council directs Staff to bring a bylaw back to the next regular Council meeting.

7.11 DRAFT Amendment to Schedule C “Planning Fees” of By-law 2025-71 the Town of Kearney Fees and Charges Bylaw
Resolution 2026-156
Moved by: Councillor Pateman; Seconded by: Councillor Sharer
WHEREAS the Town of Kearney anticipates to be removed from the Southeast Parry

Sound District Planning Board; AND WHEREAS this change will impact the manner in which Staff and Council will be required to interact with Planning matters; NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney determines it necessary to update the Fees and Charges bylaw to address these changes; AND FURTHER instructs Staff to post Public Notice of these changes
as per the Town of Kearney Notice Bylaw.
CARRIED

8. **Notice of Motion –** nil

9. **Correspondence for Information**
Resolution 2026-157
Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
B**E IT** R**E**SO**LVED TH**A**T** the Council of the Corporation of the Town of Kearney receives correspondence list from July 16, 2026 for information; A**ND FU**R**THE**R **TH**A**T** Council directs staff to write letters of support for the following items:

9.3 Support Resolution – Request for Provincial Action on Accuracy of Municipal Voters Lists
9.4 Support Resolution from PHSD – Healthy Smiles Ontario – Access to Dental Care
9.5 Support Resolution – Updates to Highway 11 and Highway 17 Corridor
9.6 Support Resolution – Pregnancy and Infant Loss Awareness
9.7 Support Resolution – Rural Hospital Funding
CARRIED

10. **By-laws**

Resolution 2026-158
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 2026-33 Bylaw to Enter into an RFSC Agreement with other municipalities to own and maintain a Live Fire Unit
10.2 Bylaw 2026-34 Being a Bylaw to rescind 2024-13 in part (Alexanian SRA)
10.3 Bylaw 2026-35 being a Bylaw to Stop Up, Close and Sell Shore Road Allowance in front of 51 & 53 Main St.(MacKay)
10.4 Bylaw 2026-36 Being a By-law to Enter into an Agreement with the Township of Perry for the purposes of road maintenance

CARRIED

11. **Closed Session**
Resolution 2026-159
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session, at 8:29 p.m., under Section 239 of the Municipal Act, under the following subsections:
2(b) Personal Matters about an Identifiable Individual
2(c) Acquisition or Disposition of Land
2(d) Labour Relations or Employee Negotiations
CARRIED

Resolution 2026-160
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 9:35 pm

12. **Confirming By-law**
Resolution 2026-161
Moved by: Councillor Pateman; Seconded by: Councillor Sharer
BE IT RESOLVED that By-law 2026-37 being a by-law to Confirm the Proceedings of the Regular Meeting of July 16, 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 2026-162
Moved by: Councillor Pateman; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 9:36 pm
CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

_____

Mayor

_____

Clerk

Staff Report

Staff Report No. SR2026-47
Date: August 13, 2026
To: Mayor, Deputy Mayor, and Members of Council
From: Becky Hagedorn, Community Engagement & Recreation Coordinator
Subject: Volunteer Advisory Councils Activity Report

Recommendation:
That Council receive SR2026-47 2026 Report from the Coordinator as information only.

Background:
The purpose of this report is to provide Council with an update on current initiatives, programming, event planning and ongoing projects being undertaken through the Town of Kearney's Volunteer Advisory Councils. The transition from formal Committees of Council to Volunteer Advisory Councils is intended to provide a more flexible and accessible framework for community participation while continuing to recognize the important knowledge, experience and leadership provided by volunteers. The Coordinator continues to act as a liaison between the Volunteer Advisory Councils and Council and supports the implementation and coordination of initiatives identified by each group.

Recreation Advisory Council:

The Recreation Advisory Council continues to support the development and delivery of recreation programming and community events, with current work focused on summer programming, fall recreation opportunities and planning for upcoming community events.

Summer Recreation Programming
The Get Fit, Feel Great summer fitness pilot proceeded after reaching its minimum participant enrolment. Staff continues to review facility access and scheduling procedures to improve consistency for instructors and participants.

Canada Day at Mirror Bay
The Advisory Council reviewed the inaugural Canada Day at Mirror Bay celebration and considered the first-year event successful and well attended. The inflatable slide and face painting received particularly positive feedback. Opportunities identified for future celebrations include food vendors or a community barbecue, grant funding to support event growth, additional matting or temporary turf around inflatable activities, and expanded water-based programming while continuing to utilize Mirror Bay as the primary event location.

Event Partnership with Library and Drive-In Movie Night
Planning is underway for September's Drive-In Movie Night, with *The Goonies* selected as the feature film. Admission has been established at $20 per vehicle or $5 per walk-in attendee. The Legion and the Grumpy Veteran are expected to provide food service, with the Lions Club providing popcorn.

Staff will coordinate promotion of the Drive-In Movie Night alongside the Library's Rodeo themed event and explore additional advertising opportunities through local radio and community publications.

Fall Recreation Programming
Kids Dance programming with The SPACE Upstairs is scheduled to resume September 17 for a 10-week session. Staff is also exploring incorporating participating dancers into a Christmas-themed performance as part of the Santa Ski Charity Show.

The Advisory Council supported exploring a youth floor hockey program utilizing the Town's recently purchased equipment, subject to securing appropriate volunteer coaching support. Discussions are underway to plan additional potential fall programming including Zumba and Tai Chi, while future yoga programming remains dependent upon instructor availability.

Regatta Advisory Council:
The most recent Regatta Advisory Council meetings precede the 102nd Kearney Regatta which took place on the Civic long holiday weekend, Friday July 31 to Sunday, August 2. The Regatta Advisory Council's work at this time focused on final preparations and implementation of the 2026 Kearney Regatta, including volunteer coordination, vendor logistics, promotional materials, children's programming and waterfront activities.

Promotion and Sponsorship Recognition
Approximately 4,000 Regatta program and map handouts were produced and distributed throughout the community and during Regatta weekend. Sponsor signage, Regatta banners and downtown promotional materials were also introduced as part of an expanded effort to increase event visibility and provide greater recognition to the businesses and organizations supporting Regatta.

Vendor Market
Detailed vendor-market logistics were developed and implemented to coordinate the arrival and setup of vendors throughout Main Street and the additional vendor area. Vendors received booth assignments and arrival instructions in advance, with separate access points established to help manage congestion during setup. Summer students and volunteers assisted with barricades and vendor direction. A flexible arrival process was maintained rather than assigning rigid setup windows, allowing vendors to accommodate their individual setup requirements.

Volunteers and Event Operations
Volunteer recruitment was a significant priority leading into Regatta, with municipal summer students, Public Works/Roads staff, Facilities staff and community volunteers contributing to event operations. Additional youth volunteers from Emsdale also joined the volunteer team.

The Advisory Council assisted with coordinating numerous operational components, including eating contests, parade activities, vendor support, children's programming and waterfront activities. The involvement of returning and new volunteers provided important support throughout the weekend and contributed to the successful delivery of the event.

Kidz Zone and Waterfront Programming
This year, the Kidz Zone featured a portable mini-putt course and welcomed Library staff, who organized a variety of family-friendly activities that complemented the children's programming offered throughout the weekend. The Advisory Council also supported preparations for Sunday's waterfront programming, including the canoe and paddle races, mile swim and other water-based activities. Planning included coordinating course markers and identifying volunteers and community partners who could assist with waterfront operations.

As Regatta weekend approached, the Advisory Council transitioned from formal planning discussions to hands-on event preparation and implementation. Following the completion of the 2026 Regatta, the focus will shift toward reviewing feedback and lessons learned from the weekend and identifying opportunities to strengthen planning and operations for future years. A staff report summarizing the outcomes and activities of the 102nd Kearney Regatta will be presented to Council at its September meeting.

Santa Claus Charity Ski Show Advisory Council:

Planning has commenced for the 2026 Santa Ski Charity Show, which will mark the event's 10th anniversary. The Advisory Council is exploring opportunities to expand the event beyond the traditional waterfront ski show and establish a broader Christmas celebration utilizing both Mirror Bay and the Kearney Community Centre.

Community Centre and Christmas Market
The Community Centre is being considered as a central event hub, providing a warm indoor gathering area while accommodating additional activities. Concepts under consideration include an indoor Christmas market, community bake sale, public food service and expanded involvement from local community organizations.

Vendor interest is being assessed while maintaining sufficient space for public circulation, food service and volunteer operations.

10th Anniversary Entertainment
The Advisory Council discussed expanding the parade and incorporating additional entertainment to distinguish the 10th-anniversary celebration. Staff will investigate winter-themed circus and specialty performers, potentially including aerial or hoop performers, subject to cost, sponsorship and site suitability.

Staff is also working with The SPACE Upstairs to explore a Christmas-themed youth dance performance as part of the event.

Waterfront Programming and Emergency Services
The ski show is anticipated to begin at approximately 1:30 p.m., following opening ceremonies. Opportunities are being explored to introduce additional morning programming while skiers prepare at Mirror Bay. Potential participation from the Kearney Fire Department is being explored, including a water-rescue or public-safety demonstration. Staff will also follow up regarding OPP participation and presence during the event.

Insurance and Special Features
Insurance documentation for the ski show will be obtained through the applicable water ski organization. Staff will separately investigate insurance requirements associated with the Santa Ski Show parade. A potential snowmobile water-cross demonstration was also discussed. This would be treated strictly as an optional enhancement and would only proceed following appropriate testing and confirmation of safety measures, including an experienced operator and suitable recovery equipment.

Event Growth
Staff intend to investigate eligibility for applicable funding towards the annual Santa Ski Show. Historical information discussed raised revenue, participant attendance, and food bank donations for funding purposes, The event remains free to attend and is supported substantially through volunteer involvement and participating skiers who donate their time and travel expenses. Sponsorship recruitment will continue, with opportunities to approach additional businesses and sectors as part of the 10th-anniversary celebration. The Advisory Council also discussed anniversary-specific branding and merchandise.

Dog Sled Advisory Council (KDSR):

2027 Kearney Dog Sled Races (KDSR)
The first Dog Sled Advisory Council meeting for the 2027 event is scheduled to take place on Thursday, September 10, 2026. Further updates regarding planning, volunteer coordination, sponsorship and event operations will be provided as preparations progress.

Summary:
The Town's Volunteer Advisory Councils continue to play an important role in supporting community events, recreation programming and volunteer-led initiatives. Current activities range from the delivery and evaluation of summer recreation programming to the development of fall programs, preparations for upcoming community events and early planning for major seasonal events.

Staff will continue to support each Advisory Council, coordinate implementation of identified initiatives, facilitate volunteer and community partnerships, and provide Council with updates as projects and events progress.

Prepared by:

Becky Hagedorn, Community Engagement & Recreation Coordinator

The Corporation of the Town of Kearney

RECREATION COMMITTEE
MINUTES

Tuesday, June 9, 2026 – 2:00 p.m.
Seniors Room

Members Present: Secretary Becky Hagedorn, Councillor Jill Sharer, Pauleen Patton, Bea Dubuc, and Janet Dunsmore

Regrets: Tracey Mashinter, Patti Kennery, and Debbie Watson

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

2. **Approval of Agenda**
   Res. No. 23-26 Janet Dunsmore, Bea Dubuc
   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. 24-26 Bea Dubuc, Jill Sharer
   BE IT RESOLVED that the Recreation Committee of the Town of Kearney adopts the minutes of May 12, 2026.
   CARRIED

6. **Items for Discussion**
   6.1. Staff Activity & Programming Report
   6.2. 1 2026 Program Participation YTD
   Staff provided an overview of current recreation programming participation levels. Fitness and pickleball attendance continue to remain steady.

   6.1. 2 Review of Monday Night Fitness
   The Committee discussed participation trends within the Monday Night Fitness program. Attendance has declined from approximately 10–12 participants at program launch to approximately 4–5 participants per session. The Committee also discussed ensuring disinfectant wipes are consistently available for instructors to sanitize equipment following classes. Staff will prioritize this.

   Staff presented a proposal to amend Monday night fitness into a six-week summer fitness pilot program consisting of two classes per week. The Committee supported circulating an interest survey to gauge participation before making any commitment to proceed. A minimum of 10 participants was recommended for the program to operate. Staff will launch an expression of interest form.

   6.1. 3 Pickleball Update

Staff reported that the outdoor pickleball net has been installed at the Lions Pavilion and the court lines remain in good condition. Staff will put up signs at the pavilion reminding users that the space is a multi-use facility and to return the pickleball net after each use. The Committee advised Staff to purchase indoor pickleballs in a differentiating colour from the outdoor pickleballs. Staff will explore implementing an equipment sign-out system out of the municipal office. The Committee reviewed previous concerns regarding court sharing and sportsmanship and agreed that no schedule changes or expansion of hours are required at this time.

6.1.4 Music on Mirror Bay Update

Staff provided an update on the Music on Mirror Bay series, noting that the floating stage platform is scheduled for delivery on Thursday, June 18. Staff will investigate whether the Town has a band shell for the platform. Committee members noted that promotional materials have been well received by the public. They also discussed coordinating concert introductions for each Saturday performance and emphasized the importance of promoting upcoming events.

6.1.5 Summer Programming Review

Staff outlined plans for summer recreation programming, including the weekly youth drop-in open gym program on Wednesdays and reminded the Committee of needed volunteer support for each week. Staff also discussed the development of a passive summer participation challenge to encourage children to spend time outdoors, as well as the exploration of a community bingo-style activity encouraging engagement with local businesses, landmarks, and recreation opportunities throughout Kearney. The Committee expressed support for these initiatives.

6.2. Finalize Canada Day

The Committee finalized plans for the Canada Day celebration. Staff will secure Canada Day-themed decorations, plates and napkins and small Canadian flags for attendees. Bea will pick up the Canada Day cake from Costco and Staff offered to have it stored in the KCC kitchen. The Committee advised Staff to ask Tobin Spring to lead attendees in O Canada during an intermission while the cake is being brought out. Staff will coordinate event setup including tents, tables, and chairs.

6.3. Fall Programming

6.3.1 Dance Classes

Staff reported that the kids dance instructor, Jillian Peever, intends to return for a fall session. Discussions with Jillian included adjusting class times to better accommodate participant ages, a proposed ten-week session, and Staff proposing the possibility of beginning programming earlier in the fall to better align with the school calendar. The Committee also discussed opportunities to expand youth and adult recreation programming, including Zumba, volleyball, basketball, and floor hockey. Staff will investigate instructor and volunteer availability and report back with options.

7. Adjournment

Res. No. 25-26 Janet Dunsmore, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 3:30 PM to meet again at 2:00PM on July 7, 2026.

CARRIED

Chair

Secretary

The Corporation of the Town of Kearney

REGATTA COMMITTEE
MINUTES

Tuesday, June 23, 2026 – 6:00 p.m.
Seniors Room

Members Present: Secretary Becky Logan, Councillor Jill Sharer, Krystal Cosstick, Ron Patton, Aji Sebastian

Regrets: Susan Watt

1. **Call the Meeting to Order at 6:09pm.**

2. **Approval of Agenda**
   Res. Jill Sharer, Krystal Cosstick
   BE IT RESOLVED that the Regatta Committee of the Town of Kearney, adopts the agenda as circulated.
   CARRIED

3. **Disclosure of Interest**
   None Noted.

4. **Delegations/Presentations**
   Les MacKay: The Committee discussed the introduction of the inaugural Edna Bice Memorial Cup for this year's Regatta, which would operate as a womens' division of the Fred Bice Memorial Cup and award the cup to the female canoeist who accumulates the most points across the paddle races.

5. **Consent List**
   None.

6. **Items for Discussion**
   6.1. Staff Updates
   Staff presented draft promotional materials including the 2026 event map, program handout and posters. The Committee supported inclusion of sponsor logos, QR codes linking to the Town website and maps identifying event locations, washrooms and key amenities.

   Volunteer recruitment remains a priority. Staff provided updates on outreach to community organizations, youth volunteers, group homes, softball associations and municipal staff. Additional assistance is still required for Kidz Zone, parking, vendor support, inflatables and event setup/takedown.

   Sponsor signage has been ordered. Large coroplast sponsor signs will be installed along the Community Centre frontage. The Committee recommended adding reinforced grommets and mounting signs using T-posts and zip ties.

   6.2 Review of Kidz Zone
   The Committee reviewed the Kidz Zone layout and confirmed the addition of a borrowed nine-hole portable mini-putt course, frisbee golf, tabletop games and existing inflatables. Staff will continue developing the site layout and determine the most suitable location for mini-putt.

   Discussion also included relocating picnic tables to improve seating, identifying volunteers to supervise activities, and coordinating Public Works support for setup.

DRAFT

6.3 New Business
The Committee discussed increasing social media promotion over the coming weeks, with emphasis on the parade, sponsors, vendors, volunteer recruitment and printed promotional materials.

Food vendor logistics were reviewed, including offering overnight trailer parking options and coordination with Public Works.

The Committee confirmed the Tug of War will remain discontinued for 2026 due to safety and liability concerns.

Action Items
• Continue volunteer recruitment and outreach.
• Finalize and distribute printed promotional materials.
• Confirm sponsor sign installation details.
• Obtain permission from Les MacKay regarding use of his property.
• Finalize Kidz Zone layout and mini-putt location.
• Continue Regatta promotional campaign across social media and community partners.

7. Adjournment

The meeting concluded with confirmation that the next Regatta Committee Meeting will take place on Tuesday, July 7, 2026 at 6:00PM.

DRAFT

Town of Kearney
A/P Batch Report (July 16 - August 4)
Batch: 2026-00080 to 2026-00089

Bank Code - AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
35672	**7/16/2026**	**Armstrong, Brooke**			
		000017	Custom Cookie Decorating Packa(	132.00	132.00
35673	**7/16/2026**	**Bell Canada**			
		July7/26	July Phone Services	83.88	83.88
35674	**7/16/2026**	**Bell Mobility Inc.**			
		June11/26 FD	June Cell Phone	63.56	
		June11/26 PW	June Cell Phones x 2	85.55	
		June11/26 BD	June Cell Phone	49.72	
		June11/26 BDcr	May credit for cancelled services	-101.24	97.59
35675	**7/16/2026**	**Bell Canada (Internet)**			
		June 19/26	June Internet Services	180.68	180.68
35676	**7/16/2026**	**Burk's Falls Building Ctr Ltd**			
		2274243	Various supplies	140.01	
		2273945	Drill bit	20.33	
		2273636	Survey stakes and paint	216.91	
		2273065	Shovels	67.78	445.03
35677	**7/16/2026**	**Minister Of Finance (EHT)**			
		L0049981216	Health Tax Remittance Jan-Jun	12,514.55	12,514.55
35678	**7/16/2026**	**Elman, Liron**			
		LE Reg/26 LG	Lifeguard Services August 1 & 2	350.00	350.00
35679	**7/16/2026**	**Frankcom, Sierra**			
		SF Reg26 LG	Lifeguard services August 1 & 2	350.00	350.00
35680	**7/16/2026**	**Gradall of Muskoka Inc.**			
		184	Rain Lake Road Culvert Replacem	48,098.45	48,098.45
35681	**7/16/2026**	**Heriazon, Selwyn**			
		SH Reg/26 LG	Lifeguard Services August 1 & 2	350.00	350.00
35682	**7/16/2026**	**Inservus Management Systems**			
		2655	Pail of Bunker Buster	282.50	282.50
35683	**7/16/2026**	**LAS-Local Authority Services**			
		73313739 PW	Printer supplies	39.54	
		73313739 Admin	Printer Supplies	21.46	
		73319561	Printer Suplies	72.01	133.01
35684	**7/16/2026**	**MacDonald Steel**			
		23729	Repair aluminum dump box	700.60	700.60
35685	**7/16/2026**	**Ministry of Finance - Ontario**			
		39260626727086	May OPP LSR Policing Services	29,182.00	29,182.00
35686	**7/16/2026**	**Muskoka Springs Inc**			
		266651	Water jugs for dispenser	97.94	97.94
35687	**7/16/2026**	**Near North Lab Inc.**			
		2602954 KCC	July water sample testing	29.21	
		2602954 FD	July water sample testing	29.21	
		2602954 PW	July water sample testing	29.21	87.63
35688	**7/16/2026**	**Pollard Distribution Inc.**			
		12852	112, 500 litres Dustmaster 35	55,299.38	
		12819	57,402 litres Dustmaster 35	28,215.95	83,515.33
35689	**7/16/2026**	**Rogers Wireless**			
		June20/26 Int	June interest	0.08	
		June 20/26	July 5G Business Internet Pro	90.40	90.48
35690	**7/16/2026**	**Schaefer, Paul**			

Town of Kearney
A/P Batch Report (July 16 - August 4)
Batch: 2026-00080 to 2026-00089

COMPUTER CHEQUE

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
		PS - CBO Reg	Reimburse registered letter exp	16.49	16.49
35691	**7/16/2026**	**REV - Southdown Animal Hospital**			
35692	**7/16/2026**	**Survey Solutions Inc.**			
		29764	Service call for LaserLbr	621.50	621.50
35693	**7/16/2026**	**Taylor, Alexis**			
		AT Aug 8/26	August 8 Music on Mirror Bay	250.00	250.00
35694	**7/16/2026**	**The Magic of Christophe Issued Farquhar, Chris**			
		KR-2	Children's Magic Show July 31	649.75	649.75
35695	**7/16/2026**	**Three Mile Truck & Trailer Repair**			
		3135	Replace RFD brake chamber	400.14	400.14
35696	**7/16/2026**	**Township of McMurrich/Monteith**			
		2026-15	Shared Municipal Exp (Pump asse	315.45	315.45
35697	**7/16/2026**	**Waste Connections of Canada**			
		7113-0000367541	June dump & return	1,945.88	1,945.88
35698	**7/16/2026**	**WSIB**			
		Qtr 2/26 Admin	2nd qtr remittance	5,253.33	
		Qtr 2/26 BD	2nd qtr remittance	404.07	
		Qtr 2/26 FD	2 qtr remittance	1,041.16	
		Qtr 2/26 KCC	2nd qtr remittance	1,185.87	
		Qtr 2/26 TS	2nd qtr remittance	32.73	
		Qtr 2/26 PW	2nd qtr remittance	4,443.73	12,360.89
35699	**7/24/2026**	**Almaguin Road Superintendant Assoc**			
		ARSA 2026	Annual Membership Renewal	160.00	160.00
35700	**7/24/2026**	**APC Auto Parts Centres**			
		INV445556	Wash & Wax / Motor Treatment	363.24	363.24
35701	**7/24/2026**	**Beaupre, Melanie**			
		MB VenRfnd	Vendor Permit Refund	25.00	25.00
35702	**7/24/2026**	**Bell Mobility Inc.**			
		July 11/26 BD	July Cell Phone	7.59	
		July 11/26 FD	July Cell Phone	31.36	
		July 11/26	July cell phones x 2 / Turbo Hub	83.52	122.47
35703	**7/24/2026**	**Hughes, Kevin**			
		Kirkby Bldg Per	Refund extra service fee charge	5.95	5.95
35704	**7/24/2026**	**Langdon, Ashley**			
		AL VenRfnd	Vendor Permit Refund	25.00	25.00
35705	**7/24/2026**	**Leblond, Jenny**			
		2026 Prizes	Cash Prizes for Events	1,300.00	1,300.00
35706	**7/24/2026**	**Leblond, Jenny**			
		2026 Float	Cash Float	400.00	400.00
35707	**7/24/2026**	**Lectic, Stella**			
		100	On-site vet services (rep.chq 3569	300.00	300.00
35708	**7/24/2026**	**Mashinter, Amanda**			
		AM July/26 Exps	Reimburse Community Safety Day	563.77	563.77
35709	**7/24/2026**	**Muskoka Truck and Equipment Sales**			
		7748	Gran 'A' CR Granite	571.21	571.21
35710	**7/24/2026**	**Muskoka Goat Away**			
		MGA - CommSaf	Community Safety Day Event	300.00	300.00
35711	**7/24/2026**	**Reynolds Excavating Inc.**			
		1077	Sidewalk disposal & new install	7,571.00	7,571.00

Town of Kearney
A/P Batch Report (July 16 - August 4)
Batch: 2026-00080 to 2026-00089

COMPUTER CHEQUE

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
35712	**7/24/2026**	**Stamp, Jeff**			
		JS July 25/26	July 25 Music on Mirror Bay	300.00	300.00
35713	**7/24/2026**	**Upton, Samantha**			
		SU - Face Paint	Community Safety Day - Face Pai	250.00	250.00
35714	**8/4/2026**	**VOID - Cheque Printing**	Printing Error		
35715	**8/4/2026**	**VOID - Cheque Printing**			
35716	**8/4/2026**	**VOID - Cheque Printing**			
35717	**8/4/2026**	**VOID - Cheque Printing**			
35718	**8/4/2026**	**VOID - Cheque Printing**			
35719	**8/4/2026**	**Cameron of Lochiel Pipes and Drums I**			
		Replace 35580	Pipes & Drums (Replace chq.3558	600.00	600.00
35720	**8/4/2026**	**Cotton, Sean**			
		#1	Live Music - August 2	339.00	339.00
35721	**8/4/2026**	**E-Pro Canada**			
		INV-267811	EV Charges - 50% deposit	159,895.00	159,895.00
35722	**8/4/2026**	**Marra, Christopher**			
		TM Reg/26 LG	Lifeguard Services	350.00	350.00
35723	**8/4/2026**	**Turley, Tina**			
		TT Reg/26	Live Music August 2	700.00	700.00
				Total Computer Cheque:	367,393.41

EFT

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
425	**7/16/2026**	**6S Graphics**			
		1603	Add grommets for 20 signs	90.40	
		1611	Coroplast 4 x 8 with grommets	442.96	533.36
426	**7/16/2026**	**Agriculture Forestry Construction Inc.**			
		9301	June service	1,158.41	
		9302	June service	1,704.68	2,863.09
427	**7/16/2026**	**Bowman Fuels Ltd.**			
		858761	Diesel Fill July 14	3,059.93	
		858760	Diesel Fill (1461.5 litres) July 14	2,983.43	
		69333	Late payment reversal - credit	-676.42	5,366.94
428	**7/16/2026**	**Bugelli, Lisa**			
		030	June Fitness Instructor Fees	840.00	840.00
429	**7/16/2026**	**Canadian Microwave**			
		15798	July Pevensey tower & shelter spa	395.50	395.50
430	**7/16/2026**	**Currie Truck Centre**			
		0598680P	Def fluid and truck wash	179.33	
		0599704P	Def fluid	358.66	537.99
431	**7/16/2026**	**D.M. Wills Associates Limited**			
		31132	Environmental Landfill Monitoring	1,159.38	1,159.38
432	**7/16/2026**	**Ecovue Consulting Services Inc**			

EFT

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
		26-2095-902	Minor Variance Application (011-7!	1,483.13	
		25-2095-805	Prepare report to council (011-732	1,067.85	
		25-2095-404	Pre-Consultation (011-735)	747.21	
		25-2095-1402	ZBA (011-672)	1,104.58	
		25-2095-1302	Glamping pre-consultation (011-74	269.79	4,672.56
433	7/16/2026	**Harvie, Kent**			
		KH May/June CP	May and June cell phone usage	60.00	60.00
434	7/16/2026	**Hydro One Inc.**			
		July 6/26 Admin	May Hydro	623.42	
		July 6/26 KL	May Hydro	166.25	
		July 6/26 KCC	May Hydro	1,288.40	
		July 6/26 LP	May Hydro	27.59	
		July 6/26 KWTS	May Hydro (King William)	47.01	
		July 6/26 StLts	May Hydro	351.78	
		July 6/26 Dock	May Hydro	27.59	
		July 6/26 KTS	May Hydro	49.64	
		July 6/26 PW	May Hydro	468.01	
		July 6/26 FD	May Hydro	258.66	3,308.35
435	7/16/2026	**Kearney & Area Public Library**			
		SN Power Up	Reimburse Science North shared e	220.35	220.35
436	7/16/2026	**Lake Country Office Solutions**			
		120989	July Fax Services	33.90	
		120839	June Photocopy Fees	371.74	405.64
437	7/16/2026	**Muskoka Auto Parts**			
		987153/3	Convex mirror x 2	229.14	229.14
438	7/16/2026	**Russell Christie LLP**			
		52097466 Jly8	Procurement Templates Review	2,953.14	
		52097442 Jly8	Legal Planning matters	877.73	3,830.87
439	7/16/2026	**Spectrum Telecom Group Ltd.**			
		INV-61503-Y6P6	Antenna	87.35	87.35
440	7/16/2026	**Sunbelt Rentals of Canada Inc.**			
		79838962-0001/2	Boom / Scissor Lift training	2,237.40	2,237.40
441	7/16/2026	**Tatham Engineering Ltd**			
		108382	Residential Assessments	1,797.56	
		108380	Grant Support for Lions Pavillion	1,050.90	2,848.46
442	7/16/2026	**Corporation of the Township Of Armou**			
		ARM 26-92	June hours / mileage / expenses	5,983.64	5,983.64
443	7/16/2026	**Trackmatics Inc.**			
		45221 - 2016 Fr	July GPS Monitoring	51.10	
		45221 - 2020 FR	July GPS Monitoring	51.10	
		45221 - 2024 FR	July GPS Monitoring	51.10	
		45221 - Trk13	July GPS Monitoring	46.58	
		45221 - TRK12	July GPS Monitoring	46.58	
		45221 - 1 Ton	July GPS Monitoring	46.58	
		45221 - Grader	July GPS Monitoring	46.58	
		45221 - Loader	July GPS Monitoring	46.58	
		45221 - Backhoe	July GPS Monitoring	46.58	
		45221 - BD	July GPS Monitoring	66.67	
		45221 - FD	July GPS Monitoring	287.02	
		45221 - Pks	July GPS Monitoring	110.73	
		45221 - TS	July GPS Monitoring	66.67	963.87

Town of Kearney
A/P Batch Report (July 16 - August 4)
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EFT

Payment #	Date	Vendor Name / Invoice #	Reference	Invoice Amount	Payment Amount
444	**7/16/2026**	**Waterloo Biofilter Systems**			
		SVIN-029589	Service system	650.93	650.93
445	**7/16/2026**	**Wurth Canada Ltd**			
		27004902	5 point safety vest	39.26	39.26
446	**7/16/2026**	**Young, Tom**			
		TY July 8 Exps	Clam Lake Assoc Mtg - KMS (180)	131.40	131.40
447	**7/24/2026**	**Fetterley's Gas & Convenience c/o**			
		Jul2-15/26 FD	Vehicle Fuel	442.15	
		Jul2-15/26 FD/b	Various supplies for station	96.54	
		Jul2-15/26 PK	Vehicle Fuel	217.94	
		Jul2-15/26 PK/s	Various maintenance supplies	144.67	
		Jul2-15/26 BD	Vehicle Fuel	80.01	
		Jul2-15/26 Trk	Vehicle Fuel	135.00	
		Jul 2-15/26 TS	Vehicle Fuel	100.00	
		Jul2-15/26 PW/s	Various shop supplies	88.32	1,304.63
448	**7/24/2026**	**NorthBay ParrySound District Health U**			
		August/26 Levy	August Levy Payment	2,599.14	2,599.14
449	**7/24/2026**	**PPE Solutions Inc**			
		FV-007473	Carbon Cylinder & Valve	9,082.15	9,082.15
450	**7/24/2026**	**Wurth Canada Ltd**			
		27009881	Orange tear-away vests	157.19	
		27015925	Orange tear-away vest	77.87	235.06
451	**7/24/2026**	**Leblond, Jenny**			
		JL July16/26 Ex	AMCTO Conference KMS (82.8)	60.44	
		JL May-June CP	May & June Cell phone usage	60.00	
		JL Fit Exp	Reimburse recreatin (fitness) exp	45.18	165.62
452	**8/4/2026**	**Logan, Becky**			
		Jul 23/26 Exps	Canada Day - Reimburse Exps	215.92	215.92
				Total EFT:	50,968.00
				Total AP:	418,361.41

Date of Report: August 5, 2026

Report Prepared for Council Meeting of August 13, 2026

Staff Report

Staff Report No. SR-2026-46
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: By-Law Enforcement
Subject: Community Improvement Beautification

Recommendation:

That Council receives SR-2026-46 for information only.

Background:

The Council of The Town of Kearney has requested a focused effort to improve properties within the community. These improvements will increase beautification and appeal to the community as a whole.

By-Law Enforcement Services was requested to identify properties in need of support and encouragement.

Current Status:

As of this report, 12 properties have been identified and offered support to address these concerns. The process was delayed in comparison to the objective. The office had some disruptions due to equipment failure (printer/copier) and correspondence was not sent as scheduled.

The current response is mixed. Some property owners have engaged in and utilized the waste disposal funds offered, some have begun to remediate properties independently and others have not engaged.

Staff within the office and landfill have been helpful in working with this initiative. This cooperation and effort are appreciated, and we are thankful for these partnerships.

By-Law Enforcement will do another follow-up mail out to all properties that have been contacted in a push to have the community at its best prior to the Regatta.

After the Regatta, we will again evaluate the progress and needs to determine the needed response. The remaining properties will be observed and response determined.

Should more intrusive actions be required for compliance, all matters will be addressed with confidentiality as per the possibility of pending legal intervention.

Recommendations:

Current support and strategies to continue. Council's support with waste reduction fees has been well received. Review needs and progress in August meeting. Remaining or required properties may be escalated and action to take place after August Closed Session Meeting,

Conclusion:

The community beautification initiative was introduced to encourage, promote and provide support for those who require efforts to improve their properties and community as a whole.

These efforts have been well received as the approach has not been to judge or expose particular person's or properties in a negative way. Expectations for completion remain, and adequate support has been offered to minimize financial impact.

Prepared by: Bryan Austin and Jason Newman

Staff Report

Staff Report No. SR2026-41
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Tender for Gravel Application to Island Lake

RECOMMENDATION

THAT tender RFT-PW-02-2026 for Gravel Application to Island Lake be awarded Muskoka Truck and Equipment Sales Inc. O/A Green's Haulage for the lowest bid of $187,778.88 including HST

BACKGROUND

Tender RFT-PW-02-2026 is for the Gravel Application to Island Lake. Tender was submitted by invitation to local businesses, posted on the Town's website and Facebook page.

The tender closed on July 30th at 2pm and was opened after 2:15pm by Tom Young, Public Works Superintendent and Jenny Leblond, Treasurer.

Of the invitations and public advertisement process a total of 2 tender packages were received. No addendum was issued.

ANALYSIS/OPTIONS

Tenders were checked for errors and omissions and none were found. The recommendation is for the lowest tender.

	PRICE	HST	TOTAL
Fowler Construction	$306,579.74	$45,810.76	$352,390.50
Muskoka Truck and Equipment Sales Inc. O/A Green's Haulage	$163,367.63	$24,411.25	$187,778.88

Respectfully submitted,

Tom Young

Tom Young
Public Works Superintendent

I concur with this report and recommendation,

Jenny Leblond

Jenny Leblond
Treasurer

Staff Report

Staff Report No. SR2026-42
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Tender for Hard Surfacing Treatment Portions of Clam Lake, Ostick and Echo Ridge

RECOMMENDATION

THAT tender RFT-PW-03-2026 for Hard Surfacing Treatment for portions of Clam Lake, Ostick and Echo Ridge Roads be awarded to Fowler Construction for the lowest bid of $242,212.11 including HST

BACKGROUND

Tender RFT-PW-03-2026 is for Hard Surfacing Treatment for portions of Clam Lake, Ostick and Echo Ridge. Tender was submitted by invitation to local businesses, posted on the Town's website and Facebook page.

The tender closed on July 30th at 2pm and was opened after 2:15pm by Tom Young, Public Works Superintendent and Jenny Leblond, Treasurer.

Of the invitations and public advertisement process a total of 2 tender packages were received. No addendum was issued.

ANALYSIS/OPTIONS

Tenders were checked for errors and omissions and none were found. The recommendation is for the lowest tender.

	PRICE	HST	TOTAL
Fowler Construction	$210,724.54	$31,487.57	$242,212.11
Miller Paving Inc	$227,371.37	$33,975.03	$261,346.40

Respectfully submitted,

Tom Young

Tom Young
Public Works Superintendent

I concur with this report and recommendation,

Jenny Leblond

Jenny Leblond
Treasurer

Staff Report

Staff Report No. SR2026-43
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Tender for 2026 Winter Salt and Sand

RECOMMENDATION

THAT staff be authorized to purchase salt using the sole/single method of procurement and further issue a Request for Quote to purchase sand and have the successful proponent mix the sand and salt together and pile the winter sand
AND FURTHER that Staff be authorized to award the quotation to the lowest bidder for winter sand should it come under budget.

BACKGROUND

Tender RFT-PW-05-2026 was advertised for the 2026 Winter Salt and Sand. Tender was submitted by invitation to local businesses, posted on the Town's website and Facebook page.

The tender closed on July 30th at 2pm and was opened after 2:15pm by Tom Young, Public Works Superintendent and Jenny Leblond, Treasurer.

Of the invitations and public advertisement process a total of 2 tender packages were received. No addendum was issued.

There was a $50,000 difference in price between the two tenders. The tender with the lowest bid did not understand that they were responsible for supplying the salt to mix with the sand and has withdrawn their tender. The second tender was over what was budgeted.

ANALYSIS/OPTIONS

Procurement laws must be followed at the same time staff look at ways to reduce costs. Staff are recommending that we purchase the salt out right to save on the mark up of buying it from the contractor. Since it is later in the season and there are not many suppliers of salt, staff would like to be authorized for sole/single sourcing for the purchase of the salt. Staff will get more than one quote if available. Staff will also issue a Request for Quote for the supply of the sand, mixing the salt with the sand and putting the winter sand pile in a cone shape.

Staff are estimating that following the above process will come in a little under budget.

Respectfully submitted,
Tom Young

Tom Young
Public Works Superintendent

I concur with this report and recommendation,
Jenny Leblond

Jenny Leblond
Treasurer

Staff Report

Staff Report No. SR2026-47
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Tender for Multiple Roads Project RFT-PW-06-2026

RECOMMENDATION

THAT tender RFT-PW-06-2026 for Multiple Roads being opened for year round maintenance be awarded to Gradall Muskoka for the lowest bid of $796,650.00 including HST

BACKGROUND

Tender RFT-PW-06-2026 is for bringing multiple roads up to a standard of being able to open year round for maintenance. Tender was submitted by invitation to local businesses, posted on the Town's website and Facebook page.

The tender closed on August 10th at 10:00 am and was opened after 10:15am by Tom Young, Public Works Superintendent and Jenny Leblond, Treasurer.

Of the invitations and public advertisement process a total of 2 tender packages were received. No addendum was issued.

ANALYSIS/OPTIONS

Tenders were checked for errors and omissions and none were found. The recommendation is for the lowest tender.

	PRICE	HST	TOTAL
Derrick Johnstone Construction	$1,125,000.00	$146,250.00	$1,271,250.00
Gradall Muskoka	$705,000.00	$91,650.00	$796,650.00

Respectfully submitted,

Tom Young

Tom Young
Public Works Superintendent

I concur with this report and recommendation,

Jenny Leblond

Jenny Leblond
Treasurer

Staff Report

Staff Report No. SR2026-44
Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Tender for Shouldering/Berm Removal of Highway 518E

RECOMMENDATION

THAT tender RFT-PW-07-2026 for the Shouldering of Highway 518E be awarded to Gradall of Muskoka Inc for the lowest bid of $212,553.00 including HST

BACKGROUND

Tender RFT-PW-07-2026 is for the Shouldering of Highway 518E. Tender was submitted by invitation to local businesses, posted on the Town's website and Facebook page.

The tender closed on July 30th at 2pm and was opened after 2:15pm by Tom Young, Public Works Superintendent and Jenny Leblond, Treasurer.

Of the invitations and public advertisement process a total of 2 tender packages were received. No addendum was issued.

ANALYSIS/OPTIONS

Tenders were checked for errors and omissions and none were found. The recommendation is for the lowest tender.

	PRICE	HST	TOTAL
Fowler Construction	$239,038.55	$35,718.41	$274,756.96
Gradall of Muskoka Inc	$184,921.11	$27,631.89	$212,553.00

Respectfully submitted,

Tom Young

Tom Young
Public Works Superintendent

I concur with this report and recommendation,

Jenny Leblond

Jenny Leblond
Treasurer

FIRE DISPATCH AGREEMENT
(January 1, 2027 to December 31, 2029)

THIS AGREEMENT effective as of the 1st day of January 2027

BETWEEN:

Town of Kearney
(hereinafter referred to as "Town")

AND:

West Parry Sound Health Centre
(hereinafter referred to as "WPSHC")

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking, alerting, and dispatching) services to Kearney Fire Service by Parry Sound Ambulance Communications Service (hereinafter referred to as "ACS"), which is operated by West Parry Sound Health Centre (hereinafter referred to as "WPSHC"), under the authority of the Minister of Health (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESS that in consideration of the mutual covenant and agreements contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICES PROVIDED BY ACS

1. (a) ACS shall provide services under this Agreement in accordance with Schedule A of this Agreement.

   (b) Despite sub-clause 1(a), at any time during the term of this Agreement, the Minister shall be entitled to amalgamate ACS with one or more other Central Ambulance Communications Centre.

   (c) Where the Minister intends to amalgamate ACS in accordance with sub-clause 1(b), the Minister shall give the other party 90 days' notice of this intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communication Centre (hereinafter referred to as the "Amalgamated CACC").

(d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be WPSHC, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation.

(e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be WPSHC,

(i) the Town may terminate the Agreement at any time after receipt of such notice, in accordance with sub-clause 1(f),

(ii) at such time and in such manner as the Minister directs, WPSHC shall,

1. assign all the rights and obligations of Parry Sound ACS in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were ACS; and

2. transfer to the Amalgamated CACC all equipment at Parry Sound ACS owned or purchased by the Town and used for the purposes of this Agreement.

(iii) immediately upon the assignment and transfer referred to in paragraph 1(e) (ii), Parry Sound ACS shall cease to have any rights or obligations in respect of the Agreement;

(iv) despite paragraph 1(e) (i) and paragraph 1(e) (iii), nothing in this sub-clause shall affect the obligations of WPSHC and the Town under clause 14, clause 15, and clause 16, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.

(f) (i) Where the Town intends to terminate this Agreement under paragraph 1(e) (i), the procedure set forth in clause 9 and clause 10 shall not apply. Rather, the Town shall give WPSHC 90 days' notice of its intention to terminate, after which time this Agreement shall automatically terminate.

(ii) Where the Town does not give the notice referred to in paragraph 1(f) (i), this Agreement shall not terminate, and the parties shall continue to act in accordance with this Agreement.

REPAIR AND MAINTENANCE OF EQUIPMENT

2. (a) Despite sub-clause 1(a), ACS may stop supplying some or all the services set forth in Schedule A of this Agreement if ACS cannot supply the services due to the mechanical or other similar failure of any equipment used by ACS, regardless of the ownership of that equipment.

(b) Where ACS stops supplying services in accordance with sub-clause 2(a), WPSHC/ACS shall give notice forthwith to the Town of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Town and installed at ACS by the Town. In the latter case, WPSHC/ACS shall give the Town notice forthwith the fact that it has stopped supplying the services and shall request that the Town repair the equipment as soon as practicable.

(c) The Town shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Town and installed at ACS. However, aside from the Town's repair and maintenance responsibility under this sub-clause, the Town shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.

(d) Where the equipment used by ACS to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,

(i) the Town will provide ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Town; and

(ii) WPSHC shall provide ACS with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by WPSHC,

so that ACS can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY THE TOWN

3. The Town shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

4. (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as the "Committee").

(b) The Committee shall be composed of representatives from ACS (2), the Town (1), and Kearney Fire Service (1) (appointed under sub-clause 5(b)).

(c) The Committee shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.

(d) The functions of the Committee shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.

(e) No decision, determination or suggestion by the Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.

(f) (i) The Committee shall meet at least once in every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.

(ii) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under paragraph 4(f) (i). The time and location of the meeting shall be at the mutual convenience of the representatives on the Committee.

(iii)The Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENTS

5. (a) The fire service for which ACS is to provide call taking, alerting, and dispatch services under this Agreement is Kearney Fire Service.

(b) For the purpose of sub-clause 4(b), the Town shall appoint a representative on the Committee for Kearney Fire Service. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with ACS, and the Committee.

ADMINISTRATIVE FEES

6. (a) The Town shall pay WPSHC an administrative fee of $168.06 plus GST per month, due and payable on December 31, 2027, December 31, 2028, and December 31, 2029.

(b) If this Agreement is terminated under either sub-clause 1(f) or clause 10, the fee payable under sub-clause 6(a) shall be pro-rated to the date of termination.

(c) WPSHC shall send to the Town an invoice in respect of the amount owing for this at the end of each calendar year during the term of this Agreement and on the termination or expiry of this Agreement.

INVOICES

7. All amounts payable under this Agreement shall be paid no later than 60 days' from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

8. (a) This Agreement shall commence on January 1, 2027, and shall have a term of 3 years so that it will expire at 23:59 December 31, 2029 (hereinafter referred to as the "expiry date"), unless terminated before that date under sub-clause 1(f) or clause 10.

(b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days' prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.

(c) Despite any other provision of this Agreement, where no notice has been given under sub-clause 9(b), this Agreement shall expire automatically on the expiry date.

(d) This Agreement shall be renewable at the end of the current term for a successive one-year term unless either party gives written notice of its intention not to renew 60 days' before expiration of the current term.

PERFORMANCE, BREACH AND AMENDMENT

9. (a) Where a party

(i) is dissatisfied with the performance under this Agreement of the other party, or

(ii) considers that the other party is in breach of this Agreement, or

(iii) wishes to amend this Agreement or any term of any Schedule of this Agreement,

that party may give notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting of the Committee to discuss the matter.

(b) Where a party gives notice to the Secretary under sub-clause 9(a), and either paragraph 9(a) (i) or paragraph 9(a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days' of the issuance of the report issued under sub-clause 9(d).

(c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub-clause 9(a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.

(d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is agreed to by the representatives on the Committee.

(e) Despite sub-clause 9(a), all parties may mutually agree to amend any term of this Agreement, or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.

TERMINATION FOR CAUSE

10. Having regard to paragraph 9(a) (i), paragraph 9(a) (ii) and sub-clause 9(b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days' of the issuance of the report under sub-clause 9(d), the party giving notice may terminate this Agreement by giving the other party 90 days' notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

11. (a) Where this Agreement has been terminated under sub-clause 1(f), or sub-clause 10 or has expired under clause 8, the Town shall remove from ACS all equipment purchased or owned by the Town.

(b) Where this Agreement has been terminated under sub-clause 1(f), or clause 9, ACS shall send the Town an invoice for any amount owed by the Town to ACS.

NOTICE

12. Any notice or other communication, with the exception of invoices (hereinafter referred to as a "notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days' after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile or electronic transmission.

Any notice shall be addressed or delivered, in the case of Parry Sound Ambulance Communications Service, to:

Chief Executive Officer
West Parry Sound Health Centre
6 Albert Street
Parry Sound, Ontario
P2A 3A4

and, in the case of Town of Kearney, to:

Chief Administrative Officer/Clerk
Town of Kearney
P.O. Box 38
8 Main Street
Kearney, Ontario
P0A 1M0.

ACS AND AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

13. (a) For the purpose of this Agreement, all ACS personnel shall at all times be deemed to be employees or agents of WPSHC, and not employees or agents of the Town.

(b) Where the Minister amalgamates ACS under sub-clause 1(b), for the purposes of this Agreement all Amalgamated CACC Personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Town. For greater certainty under this sub-clause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FROM CLAIMS

14. The Town shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Town, or by the personnel of the Town, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

IN WITNESS WHEREOF Parry Sound Ambulance Communications Services and Town of Kearney have hereunto set their hands and seals.

For West Parry Sound Health Centre/Parry Sound Ambulance Communications Service:

Dave Garagan, Board Chair	Witness-Print Name
Date Signed	Witness-Signature & Date
Donald Sanderson, Chief Executive Officer	Witness-Print Name
Date Signed	Witness-Signature

For Town of Kearney:

Cheryl Philip, Mayor	Witness-Print Name
Date Signed	Witness-Signature
Nicole Gourlay, Chief Administrative Officer/Clerk	Witness-Print Name
Date Signed	Witness-Signature

SCHEDULE A

Parry Sound Ambulance Communications Service will provide:

- Call taking, alerting, and dispatching services as per Kearney Fire Service and Parry Sound ACS's Operational Guidelines.
- Voice recording of telephone, radio and paging communications, if technically possible.
- A pager testing program for Kearney Fire Service, performed upon request by Kearney Fire Service.
- Parry Sound ACS will also continue to work together with the Town and Kearney Fire Service to develop policies and procedures with respect to call taking, alerting, and dispatching fire departments.

SCHEDULE B

Town of Kearney will:

- Train all new staff and provide funding for such training on how to call take, alert, and dispatch fire departments.
- Ensure that service area maps used by ACS for call taking, alerting, and dispatching services for Town of Kearney fire stations are always up to date.
- Assist Parry Sound ACS with the development of policies and procedures relating to call taking, alerting, and dispatching.
- Maintain a current copy of the Town of Kearney Emergency Fire Service Plan and Program and provide training to ACS dispatchers in its use.

Town of Kearney

Staff Report

Staff Report No.	SR2026-45
Date:	August 13, 2026
To:	Mayor, Deputy Mayor and Members of Council
From:	Jenny Leblond, Treasurer
Subject:	Ontario Regulation 284/09 Excluded Expenses

Recommendation

THAT Council receive SR2026-XX report regarding Ontario Regulation 284/09 and the estimated impact of excluded expenses on the budgeted operating surplus/(deficit).

Background

The purpose of this report is to disclose the impact of expenses excluded from the municipal budget under Ontario Regulation 284/09 as required by the Municipal Act, 2001.

Ontario Regulation 284/09 permits municipalities to exclude certain non-cash expenses from budget estimates, including amortization, post-employment benefits, and solid waste landfill closure and post-closure expenses. Council must be informed of the estimated impact of these exclusions.

Financial Impact of Excluded Expenses

Excluded Expense Category	Impact on Annual Surplus/ (Deficit) ($)	Comments
Amortization Expense	(989,584)	Using the amortization expense from prior year as an estimate for current year. This is an expense under PSAB accounting rules but is omitted from the budget.
Post-Employment Benefits	(15,532)	Estimated as 1/2 of maximum potential increase in the liability for the year. This is an expense under PSAB accounting rules that is omitted from the budget.
Capital Acquisitions	2,233,031	Capital asset purchases are expenses under modified accrual accounting but not under PSAB accounting.

Net Transfers to Reserves	(298,342)	In the budget, transfers to reserve are considered expenses and transfers from reserves are considered revenue. Under PSAB accounting rules they are not revenue/expense, but simply a transfer from one surplus account to another.
Landfill Closure/Post-Closure Costs	61,426	Using the change in Asset Retirement Obligations from prior year as an estimate for the current year. This represents an increase in surplus under PSAB accounting rules not reflected in the budget.
Unfunded Municipal Debt	10,750	Decrease in outstanding debt principal. This is treated as an expense in the budget, but is not under PSAB accounting rules.
Total Estimated Change in Surplus	**1,001,749**	

Prepared by Jenny Leblond, Treasurer

Memo

Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Cindy Filmore, Deputy Clerk, Planning & Building
Subject: TAB Corporation – Shore Road Allowance (Loon Lake)

Purpose

The purpose of this memorandum is to provide Council with background information regarding the proposed bylaw to stop up, close and sell a portion of Shore Road Allowance on Loon Lake.

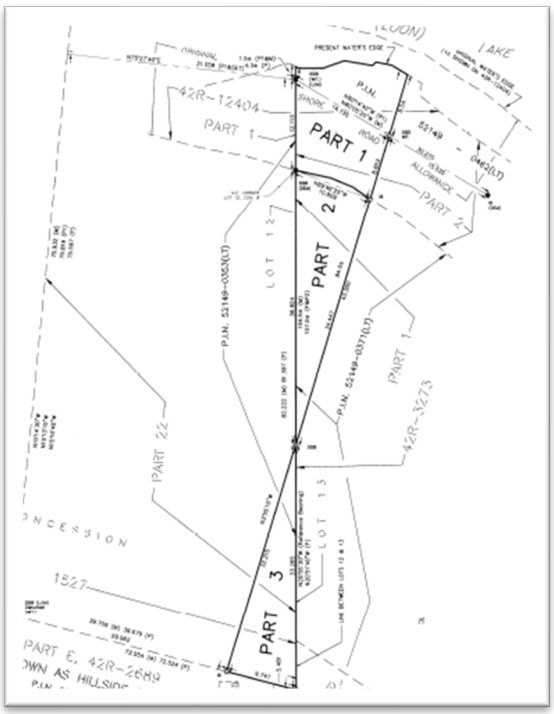
Background

As a result of a Consent Application, in which a lot addition was granted to enlarge the lake front area of 49 Hillside Drive on Loon Lake, the need to purchase the Shore Road Allowance in front of the property was identified.

Analysis

Council had previously agreed in principle to this purchase. Our legal counsel had moved forward with the process, advising neighbouring properties and utilities of the pending purchase. All responses were acknowledged and no concerns were raised.

Considerations



Part 1 on the Plan submitted represents the portion of shore road being purchased in this process.

Along with previously agreeing in principle to this purchase, and the necessity of purchase as a condition of consent, Staff can see no concerns with the completion of this sale.

Staff would recommend to Council to pass the by-law included in the agenda package.

Prepared By:

Cindy Filmore, Deputy Clerk, Planning & Building


380
49
29
43
56
27
LOON LAKE ROAD
390
LOT 13
CON 8
PROUDFOOT

MEMO

Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Stefanie Allen, Communications & Public Relations Coordinator
Subject: Pregnancy and Infant Loss Awareness Day & Month 2026

Recommendations

That Council:

1. Proclaim October 15, 2026, as Pregnancy and Infant Loss Awareness Day.
2. Proclaim October 2026 as Pregnancy and Infant Loss Awareness Month.
3. Support a flag raising and/or illumination of the municipal building in pink, blue, and white

Background

The Municipality received a request from Oak's Tree of Love to recognize Pregnancy and Infant Loss Awareness Day and Month in 2026.
The organization is requesting that October 15, 2026, be proclaimed as Pregnancy and Infant Loss Awareness Day and that October 2026 be proclaimed as Pregnancy and Infant Loss Awareness Month. The organization has also asked the Municipality to consider a flag raising and/or illumination in pink, blue, and white.

Analysis

Oak's Tree of Love, a Northern Ontario organization, has requested municipal recognition of Pregnancy and Infant Loss Awareness Day and Month. Pregnancy and infant loss affect many families and can have lasting impacts on parents and loved ones. Proclaiming October 15, 2026, as Pregnancy and Infant Loss Awareness Day and October 2026 as Pregnancy and Infant Loss Awareness Month would help raise awareness, honour those lost, and show support for families experiencing grief.

Financial Implications

Costs would be incurred should Council choose to proceed with a flag raising and/or purchase a Pregnancy and Infant Loss Awareness flag. The Pregnancy and Infant Loss Network offers awareness flags for communities wishing to participate in recognition activities during October. A large flag that is suitable for Kearney’s municipal building costs approximately $160.

Conclusion
Staff recommend that Council approve the requested proclamations and support a municipal recognition initiative in honour of Pregnancy and Infant Loss Awareness Day and Month.

Prepared by:

Stefanie Allen, Communications & Public Relations Coordinator

Memo

Date: August 13, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Becky Hagedorn, Community Engagement & Recreation Coordinator
Subject: Request for Temporary Road Closure and Suspension of Applicable Municipal By-laws for the 2026 Kearney Regatta Fireworks Postponement

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Recommendation:

That Council support the temporary closure of a section of Main Street on **Saturday, September 5, 2026**, from **6:00 p.m. to 11:00 p.m.**, to accommodate the postponed Kearney Regatta fireworks display and the anticipated influx of spectators.

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.

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

In addition to the road closure, Staff are requesting that Council temporarily suspend the enforcement of all applicable municipal by-laws, including By-Law No. 2025-72 and By-Law No. 2018-24, solely for the purpose of facilitating the postponed Regatta fireworks event on **September 5, 2026**, including but not limited to:

- Live music performances
- The approved fireworks display; and
- Other approved Regatta activities that may otherwise be in contravention of municipal by-laws

Each suspension shall apply only to officially sanctioned event activities on September 5, 2026, and shall expire immediately following the conclusion of the event.

Background:

The 102nd Annual Kearney Regatta was held from July 31 to August 2, 2026. Due to inclement weather, the scheduled fireworks display on the evening of August 2 was postponed by the licensed fireworks provider in the interest of public safety.

The fireworks have been rescheduled for Saturday, September 5, 2026, (September 6, 2026 as a rain date) over the Labour Day weekend. Staff anticipate attendance levels similar to those experienced during the Regatta fireworks and are therefore requesting the temporary closure of Main Street and the temporary suspension of applicable municipal by-laws to safely accommodate the event, facilitate traffic management, and support live entertainment and other approved activities associated with the postponed fireworks display.

Prepared by: Becky Hagedorn, Community Engagement & Recreation Coordinator

COUNCIL RESOLUTION # 2026 - _____

Date: August 13, 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

WHEREAS Global Battery Materials (GBM) is an Ontario-based critical minerals and advanced battery materials company focused on developing a secure, non-Chinese supply chain for natural graphite and downstream battery materials utilizing their mine site in Kearney;

AND WHEREAS Global Battery Materials has applications for funding submitted to the Northern Ontario Heritage Fund (NOHFC) to support the renovation of an office site in Kearney as well as for hiring of local interns at the mine site;

AND WHEREAS GBM's proposed restart of a permitted graphite mine located in Kearney, Ontario represents a near-term opportunity to support local employment and sustained economic activity in the region;

AND WHEREAS that the Council of the Corporation of the Town of Kearney recognizes the role that NOHFC funding programs play in enabling projects that advance both regional development and national economic priorities;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney hereby offers their support of OGL (GBM)'s applications to NOHFC and encourage their consideration

CARRIED ❑_____ **DEFEATED** ❑ _____

Recorded Vote Requested by: _____

Recorded Vote:	For	Opposed
Beaucage, Keven	❑	❑
Pateman, Heather	❑	❑
Philip, Cheryl – Mayor	❑	❑
Rickward, Michael – Deputy Mayor	❑	❑
Sharer, Jill	❑	❑

ADR CHAMBERS Integrity Commissioner Office for the Town of Kearney

MICHAEL L. MAYNARD
Integrity Commissioner
E-mail: mmaynard@adr.ca

August 10, 2026

SENT BY EMAIL TO:

Kearney Clerk/CAO

AND TO:

Councillor Keven Beaucage

AND TO:

Township of Kearney Council
c/o Mayor Cheryl Philip

RE: IC-35851-0226
Code of Conduct Complaint (Clerk/CAO re: Beaucage)

INTRODUCTION

This is my report concerning a complaint (the "Complaint") initiated by the Clerk/CAO for the Town of Kearney (the "Complainant") about the conduct of Councillor Keven Beaucage ("Councillor Beaucage" or the "Respondent") under the Town of Kearney ("Town") Council Code of Conduct (the "Code"). As Integrity Commissioner for the Town, I carry out statutory duties under section 223.3 of the *Municipal Act, 2001*, including the application of the Code. This report is intended to give Council and the public a sufficient account of the process, evidence, findings, and recommended penalty while avoiding unnecessary disclosure of confidential personnel, closed session, or third-party information.

The Complainant alleges that the Respondent exhibited a persistent pattern of harassment, disrespect, and undermining of authority directed towards her, as well as breaches of confidentiality.

Public disclosure note: This report has been prepared for consideration by Council in public session. It includes the information I consider necessary for Council to understand the complaint, the process followed, the findings made, and the penalty recommendation. Where the evidence involved identifiable third parties, personnel matters, closed-session information, or other information that should remain confidential, I have summarized the relevant facts only to the extent necessary to explain my reasoning and have removed the names of individuals or generalized identifying information where appropriate. The Respondent received an unredacted and non-generalized draft of the report to review prior to this final public version being produced for Council.

DETERMINATION

For the reasons set out below, I find that Councillor Beaucage contravened sections 10 (Improper Influence), 14 (Conduct Respecting Staff), and 16 (Discreditable Conduct). The evidence does not support findings under the other sections the Complainant cited, and I am not making a separate finding under section 17 (Failure to Adhere to Council Policies and Procedures) for the reasons explained herein.

PROCESS

The processing of this Complaint involved a deferred initial intake, a secondary filing following the conclusion of an independent human resources investigation, and a thorough exchange of evidence and witness interviews. The timeline of the inquiry is unusual, so I have highlighted the key dates below:

- **January 16, 2025:** The Complainant initially filed a formal Code of Conduct complaint against Councillor Beaucage, alleging discrimination and belittling conduct related to a December 2024 performance review and medical leave.

- **January 22, 2025:** I issued a letter to the Complainant declining to open an inquiry at that time. Because the Town had already engaged a third-party workplace investigator to review these allegations under the municipality's Workplace Harassment and Violence Policy, I deferred consideration of the matter to avoid interfering with the concurrent statutory process. The Complainant was advised

she could re-file her complaint after the conclusion of the independent investigation.

- **February 24, 2026:** Several months after the conclusion of the third-party investigation, the Complainant emailed my office to re-file her complaint, alleging that Councillor Beaucage's conduct had escalated into a continuous pattern of harassment and subversion. She felt that things had not improved since the third-party investigator rendered her findings, and she wished to pursue an additional avenue through the Code of Conduct to seek relief. For the record, the third-party investigator found that Councillor Beaucage discriminated against the Complainant by directly linking negative performance appraisal ratings to protected personal grounds.

- **March 10, 2026:** I emailed the Complainant requesting clarification and further details on the numerous, wide-ranging allegations she had raised.

- **April 13, 2026:** The Complainant provided written clarification outlining the specific incidents and dates comprising her allegations.

- **April 29, 2026:** I conducted an initial fact-finding interview with the Complainant to further clarify the parameters of her complaint before issuing formal notice.

- **May 13, 2026:** I formally opened the inquiry and sent a Notice of Inquiry letter, alongside a synthesized Summary of Allegations, to Councillor Beaucage. Councillor Beaucage was requested to provide a written response by May 23, 2026.

- **May 29, 2026 – June 17, 2026:** Councillor Beaucage provided her written responses and supporting documentation.

- **June 10, 2026:** The Complainant provided a written reply to the initial explanations submitted by Councillor Beaucage.

- **July 2, 2026:** The Complainant confirmed her position that the findings of discrimination identified by the third-party workplace investigation should be formally considered within the Code of Conduct framework.

- **July 8–9, 2026:** Councillor Beaucage provided an additional written response specifically addressing the inclusion of the discrimination findings and summarizing her perspective on the workplace investigation. This was provided to the Complainant. She did not provide a Reply to this additional material.

Witness Interviews

I conducted a series of interviews with the primary parties and relevant municipal staff:

- **April 29, 2026:** The Complainant
- **June 16, 2026:** Councillor Keven Beaucage (Respondent)
- **June 18, 2026:** Mayor Cheryl Philip
- **July 23, 2026:** The Fire Chief
- **July 23, 2026:** The Public Works Superintendent
- **July 24, 2026:** The Treasurer

Offer of Mediation

In July 2026, prioritizing a forward-looking resolution ahead of the Nomination Day moratorium period,[1] I proposed voluntary mediation to both parties. Councillor Beaucage expressed a willingness to participate, but this offer went unanswered by the Complainant, who noted that she required additional time to consider it. After unanswered follow-up and several weeks of waiting, I determined to proceed with my inquiry rather than leave it in abeyance pending her answer. My view was that mediation could be entered into at any stage up to the point of publication of my final report. The Complainant later confirmed that she was uncomfortable with the idea of mediating with Councillor Beaucage. There is no requirement or expectation that the parties agree to participate in that process as it is entirely voluntary.

Evidentiary Standard

I have applied the civil *balance of probabilities* standard of proof.

CODE SECTIONS CITED

The Complainant alleged contraventions of the following Code sections by Councillor Beaucage:

Section 7 – Confidential Information

> No Member shall disclose or release […] by any means to any member of the public, any confidential information acquired by virtue of their office […] except when required by law or authorized by Council to do so. Nor shall

[1] Pursuant to section 223.4(7) of the *Municipal Act, 2001*

Members use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.

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

Section 10 – Improper Influence

No Member shall use the influence of their office for any purpose other than for the exercise of their official duties. […]

Section 12 - Conduct Regarding Current & Prospective Employment

No Member shall allow the prospect of his or her future employment or employment of an immediate family member […] to detrimentally affect the performance of his or her duties to the Municipality.

Section 13 – Conduct at Council and Committee Meetings

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

Section 14 – Conduct Respecting Staff

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

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

> […] Nor shall any Member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any Staff member with the intent of interfering with that person's duties.

Section 16 – Discreditable Conduct

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

Section 17 – Failure to Adhere to Council Policies and Procedures

> […] Members are required to observe the terms of all by-laws, policies and procedures established by the Town of Kearney.

BACKGROUND

I reiterate that this matter proceeds against the backdrop of a previous harassment and discrimination claim made by the Complainant against Councillor Beaucage, which concluded with a report to Council sometime in 2025. I was provided with an Executive Summary of findings from the third-party investigator, who concluded that Councillor Beaucage discriminated against the Complainant in relation to workplace matters. The report stopped short of finding personal harassment had occurred, but the investigator explicitly warned Council that Councillor Beaucage's "needlessly aggressive" and repetitive public questioning had an undermining effect on the Complainant, which, if continued, would likely rise to the level of workplace harassment. The Parties agreed that Council accepted the findings and recommendations. These matters were previously considered in-camera but are an essential reference point for the present matter.

The Complainant alleges that Councillor Beaucage's continuous public criticism regarding minor administrative issues constitutes a course of vexatious conduct and workplace harassment, violating sections 16 and 17 of the Code, which mandate adherence to the *Ontario Human Rights Code* and the Town's Violence and Harassment Policy. While the Complainant asks that I subsume the third-party investigation findings into my own, I must note that I have not been furnished with the full report, the same evidence that the third-party investigator considered, nor with any transcripts of

interviews the investigator conducted. I am accordingly treating the investigator's conclusions, per the Executive Summary, as a starting point for my own consideration of this matter rather than discrete issues to be relitigated for parallel findings by my Office. While it is a fact that the Code requires, under sections 16 and 17, that Members comply with the law and policies of Council, I am not prepared to re-evaluate or duplicate the investigator's work, particularly since Council already accepted and dealt with it. That process was carried out under the OHSA, and I defer to it. In my view, it is more appropriate for my Office to treat the investigator's findings as a baseline against which Councillor Beaucage's subsequent conduct, as reported, should be measured.

The propriety of treating a prior, independent workplace investigation as an established baseline, rather than re-opening the underlying fact, is supported by *Employees v. Noel*, 2025 ONMIC 7 (City of Dryden). In *Noel*, the IC determined that when an independent investigator has already rendered formal findings of harassment under a municipality's workplace policy, the IC does not need to duplicate or re-evaluate those same facts to resolve the overlapping harassment sections of the Code.

CREDIBILITY OF WITNESSES

Generally speaking, 'credibility' is a shorthand for whether a witness' evidence presents as truthful and believable. It speaks to the weight their evidence should carry – highly credible witnesses are thoroughly believable, and their information matches up well with other verifiable evidence. When a witness' information doesn't match up well with other verifiable evidence or recollections, it becomes less credible.

There are no automatic rules for what makes a witness "credible," but several factors are commonly important. In my experience, the most important is whether the witness's description is consistent with other reliable evidence. Credibility also depends on the reliability of memory, the clarity and consistency of recollection, and whether the witness appears to have any reason to deceive or mislead. Some witnesses may also have heightened credibility because of their role, responsibilities, or direct access to relevant information.

I have addressed the credibility of witnesses as it relates to their evidence on each issue.

ANALYSIS AND FINDINGS

The analysis below addresses ten issues raised by the Complainant against Councillor Beaucage: (1) involvement in operational (HR) matters; (2) negative comments to an employee (the Public Works Superintendent); (3) the Complainant's delegation of

authority; (4) cell phone bills; (5) a debate about the Complainant's title; (6) "absence" versus "regrets"; (7) surveillance and negative comments; (8) conflicts of interest and undue influence; (9) breach of confidentiality; and (10) Legion email. I address below which, if any, support findings under the Code.

<u>Issue One:</u> Involvement in Operational (HR) matters

The Complainant asserted that Councillor Beaucage bypassed her to independently investigate complaints from a former Town employee. She claimed that Councillor Beaucage approached the Fire Chief who was the relevant Supervisor and subjected him to questioning about his handling of the issue. She also asked for his opinion of the Complainant's conduct towards staff while implying she had an issue with how the Complainant conducts herself as CAO and called for the Fire Chief to answer questions before Council regarding HR matters rightfully under the CAO's direct authority. The Complainant further asserted that Councillor Beaucage violated confidentiality by showing a private email to the Fire Chief regarding these matters, which is addressed later in this report.

Councillor Beaucage gave evidence that the former employee approached her with concerns, and she felt it was her duty to hear the employee's side of the story and ask questions to ensure staff were not overstepping their authority in how they were dealing with sensitive HR matters. She denied showing a confidential email to the Fire Chief.

The Fire Chief gave evidence that he was directed to attend a Council meeting which took place on or around March 6, 2025. During an in-camera session, he was questioned at length about his handling of a sensitive personnel matter. He described Councillor Beaucage's actions as "definitely … overstepping," and said that her questions and tone "come across as accusatory, not clarifying". He opined that this was not proper Council business. While he acknowledged that he reports to Council respecting his fire safety related duties, HR issues are properly under the charge of the CAO.

The Fire Chief further described a meeting on or around March 24 or 25, 2025, recalling that Councillor Beaucage came to the Fire Hall to directly question him about the Complainant's handling of the situation, explicitly asking him if the Complainant "treats everybody this way" regarding an email she had helped the Fire Chief write to the former employee in question. Councillor Beaucage acknowledged that her questions were "more for Nicole than him" and that Council backed him "100%". He again found her tone accusatory and was left with the impression that Councillor Beaucage was "trying to build a case against Nicole … for maybe even termination". However, he denied that

Councillor Beaucage showed him a confidential email – she showed him a copy of an email thread to which he was already a party.
Mayor Philip confirmed that while the Fire Chief reports to Council concerning *Fire Protection and Prevention Act* matters, municipal councils often insert a CAO into the operational matrix so that they do not have to deal with the day-to-day management issues of running a fire hall. The Fire Chief reports to Council over public safety issues and to the CAO concerning personnel matters.

In their white paper "The Evolving Role of City Managers and the Chief Administrative Officer", Michael Fenn and David Siegel wrote:

> The position of chief administrative officer as the head of the administrative apparatus of the local government is a variant on the city manager model that has been in use in some U.S. cities since the early part of the 20th century.
>
> […] The mayor and council sit atop the organization chart as the political heads of the local government unit. […] The CAO is the sole employee who reports directly to council, and as such, he or she is head of the public service, accountable for the operation of the administrative apparatus of municipal government.
>
> In practice, the model can become more complicated because certain officials, such as the municipal solicitor, sometimes need direct access to council to carry out their duties. The CAO does not interfere with the ability of certain staff members to report directly to council on purely professional matters. However, the CAO still serves as the administrative supervisor of all department heads and is frequently consulted on how to handle the advice provided by specialized officials.

This aligns with Mayor Philip's, the Fire Chief's, and the Complainant's interpretations of their respective roles and functions.

Credibility

I find all three credible in their reporting of this issue. The Complainant's evidence aligns with the recollections of independent third-party witnesses, who also came across as credible and reliable. The Fire Chief read from his contemporaneous notes of his interactions with Councillor Beaucage and provided a detailed account of their discussions. Councillor Beaucage acknowledged her role and provided what she

considered a reasonable explanation for her actions. She did not deny it but rather justified it.

Analysis and Findings

I am concerned by this conduct. In my view, Councillor Beaucage's actions contravened **sections 10, 14 and 16** of the Code.

Section 10: Councillor Beaucage appears to have blended her former role as a union official with her current role as a Councillor; but she is not a personal advocate for the rights of employees who take issue with decisions of their managers. She has no personal authority or responsibility as a Member of Council to personally interfere in a personnel matter, to interject herself into the management of an employee issue, or to question other staff about whether the Complainant handles elements of her job correctly. These are unambiguously operational matters and Councillor Beaucage does not have an operational role. While the Fire Chief does indeed report to Council as a collective oversight body, it is questionable whether that reporting duty extends to specific HR matters involving individual employees or ex-employees, particularly under a CAO system where Council has delegated authority to the CAO for the oversight of day-to-day Town operations. At the very least, there is tension between the roles of Council, the CAO, and the Fire Chief in this scenario, which the Mayor, CAO, and Fire Chief all recognize. Council might wish to evaluate its practices in this regard.

Section 14: This section clearly states that Staff act under the direction of the Clerk/CAO, serving Council as a whole, and that Members have no authority to direct them. It additionally requires Members to be respectful of staff's roles and prohibits Members from maliciously or falsely injuring the professional or ethical reputation, or […] practice of Staff. In my view, it was accordingly inappropriate for Councillor Beaucage to personally subject the Fire Chief to questioning over his and the Complainant's handling of an HR matter.

This administrative boundary and the statutory independence of municipal department heads was reinforced in *Anderson v. Meadows*, 2022 ONMIC 5 (Township of Adjala-Tosorontio). In that case, the Integrity Commissioner Giorno evaluated the *Fire Protection and Prevention Act, 1997* alongside local municipal fire by-laws, and determined that decisions regarding the operations, administration, and service delivery of the fire department belong strictly to the Fire Chief, not to individual Council Members. He concluded that a Council Member's attempt to challenge the Fire Chief on operational decisions constituted interference and contravened the Township's Code.

In parallel, Councillor Beaucage's decision to bypass the CAO and directly confront the Fire Chief regarding an operational matter was not a legitimate exercise of her function. I am alarmed that Councillor Beaucage would not let the issue drop after already questioning the Fire Chief at a Council Meeting. The Fire Chief had a clear impression that Councillor Beaucage's purpose in continuing to question him was to "build a case against" The Complainant. I accept his evidence on point, and I am inclined to agree with his assessment given the overall picture this investigation paints. I find this to be inappropriate interference by a Member of Council into a staff issue, as well as compelling evidence of an attempt to undermine the Complainant amongst the Town's senior staff (which is a pattern repeated throughout this case). I wish to be clear that while the Complainant reports to Council, it is inaccurate to suggest this means she reports to Councillor Beaucage – and nor does the Fire Chief.

Section 16: The *Occupational Health and Safety Act*, which is directly referenced in this section, defines harassment as "engaging in a course of vexatious comment or conduct against a worker in a workplace […] that is known or ought reasonably to be known to be unwelcome." While I have no authority to directly apply *OHSA*, the Code also directly prohibits the same conduct. The *OHSA* definition is instructive. In my view, this conduct, weighed against the historical background and together with the other findings in this report, establishes a course of conduct that meets the section 16 threshold.

<u>Issue Two:</u> Negative comments to Town Employee

The Complainant alleged that Councillor Beaucage made a snarky, baseless accusation about her to a newly hired employee, the Public Works Superintendent. Reportedly, the employee had spoken with a familial relation of Councillor Beaucage's, who is a Town employee, and jokingly commented about the possibility of Councillor Beaucage giving him a tough time at the next Council meeting (which would be his first). Councillor Beaucage later approached him and accused the Complainant of suggesting that to him.

Councillor Beaucage did not recall saying something like that to the Public Works Superintendent, claiming that she only remembered "…asking him why he would ask that question [about her giving him a tough time]". However, in her written Response, she revealed that she did in fact harbour suspicions of the Complainant being behind the employee's initial question to her family member, writing: "This comment indicates to me that the Complainant has given her opinion of me to [him]".

The Public Works Superintendent stated that sometime in July 2025, he jokingly told a Town employee personally connected to Councillor Beaucage that he heard Councillor Beaucage asks a lot of questions, which he advised he already knew as a long-time

resident of the region. A few days later, he was approached by Councillor Beaucage, who inquired about his comment and asked: "Oh, did Nicole tell you that?". He replied that the Complainant had not spoken to him about it at all. He noted the interaction was awkward, and he felt a clear "negative vibe". He had the impression that Councillor Beaucage went "right to Nicole" to make a baseless accusation about her. He noted that he reports to the Complainant.

Credibility

I find the Complainant to be credible in her reporting of these issues. Though she was not present for the exchange, her presentation of it aligns with how the Public Works Superintendent recalled the story. The Public Works Superintendent also came across as credible and forthright in his recollections. Councillor Beaucage is less credible on this point, based on her inability to recall certain condemning details of her discussion with him, despite also indicating her suspicions of the Complainant in her written Response.

Analysis and Findings

In my view, Councillor Beaucage's actions in this instance contravened **section 14** of the Code. There is simply no reason for Councillor Beaucage to approach a new senior employee and, having jumped to an unfounded conclusion, cast a negative aspersion against the Complainant – which undermined her position contrary to the Code. Councillor Beaucage is entitled to harbour suspicions about other individuals, but she is not entitled to act upon them in this manner. These actions contribute to a toxic work environment and to a finding of harassment under **section 16** of the Code.

***Issue Three:* Challenging the Complainant's delegation of authority**

The Complainant alleged that Councillor Beaucage significantly disrupted a Council meeting by challenging her statutory right to delegate her Clerk duties for the Council meeting to the Treasurer while on leave. She said this cost the Town $1,000 in legal fees to resolve and formed another example of the ongoing harassment and undermining she says she experienced from Councillor Beaucage. The Complainant described that she delegated her Clerk duties to the Treasurer while the Deputy Clerk maintained her usual duties – which Councillor Beaucage publicly challenged during the Council meeting. Councillor Beaucage also sought an outside opinion from a parliamentary expert about whether the Complainant had the right to delegate her duties, or whether Council was required to appoint a temporary replacement. The Town later obtained a legal opinion that disagreed with Councillor Beaucage's position.

In a collateral incident, on August 5, 2025, Councillor Beaucage requested an in-camera session to discuss an "identifiable individual" and requested that the Treasurer clerk the meeting, despite having previously challenged the Complainant's delegation of duties, as noted above. She also requested that the Town solicitor take on the role. The entire idea of a closed meeting and a change in Clerk was vetoed by Mayor Philip, according to email records.

Councillor Beaucage asserted she was acting on advice from a municipal expert, who advised her that a Council resolution should formally appoint an Acting Clerk to protect the legality of municipal decisions. She disagreed that she did anything wrong and was simply trying to protect the municipality based on advice she received from a credible source. In both her interview and written Response, Councillor Beaucage stated that she questioned why the Deputy Clerk was not stepping into the Clerk's role but denied directly asking the Deputy Clerk about it. According to Councillor Beaucage, it was Mayor Philip who addressed the Deputy Clerk about whether she had been asked to take on the duty, to which the Deputy Clerk indicated "no".

Mayor Philip gave evidence that she did not view Councillor Beaucage's challenge as spiteful; rather, she simply wanted to ensure a $290,000 municipal machinery purchase being approved at the meeting was legally binding given that the Clerk was not present and had delegated her duties without direct Council approval. She recalled addressing Councillor Beaucage's concern about the Deputy Clerk being bypassed and said the Deputy Clerk had a union grievance process available to her if she had an issue but also observed that the Deputy Clerk was not seemingly upset about it.

The Treasurer recalled the dispute and confirmed that Councillor Beaucage directly addressed the Deputy Clerk about whether the Complainant had asked her to clerk the meeting. The Treasurer corroborated that this public questioning left the Deputy Clerk visibly uncomfortable – which the Deputy Clerk acknowledged directly to the Treasurer the following day. The Treasurer also reported that Councillor Beaucage would not let the issue drop and kept going on about it which appeared to visibly frustrate several people in her view. The Treasurer finally proposed that she would draft a motion for Council to approve the delegation to address Councillor Beaucage's concern. To the best of her recollection, everyone voted for that motion except Councillor Beaucage.

Credibility

I find the witnesses credible in their reporting of the facts, which are generally agreed upon. I am concerned that Councillor Beaucage's motive is weakened by the broader pattern of conduct described in this report. I accept that she was concerned about the legal

issue of the delegation, but I also find that her concern was informed by a mistrust of the Complainant that appears demonstrated throughout the evidence, which damages the reliability of her motivation.

Analysis and Findings

In my view, Councillor Beaucage's actions in this instance contribute to a finding under **section 16** of the Code. Although she may have relied on advice (that later proved inconsistent with Council's legal advice), her conduct formed part of a broader pattern of challenging the Complainant's decisions – in this instance by publicly suggesting that the Complainant was acting incorrectly, in a manner that undermined the Complainant's authority and expertise as Clerk and CAO. While Councillor Beaucage may have had a good-faith reason for seeking the independent expert opinion on this governance matter, her actions remain concerning because they fit a wider pattern of repeated and excessive criticism of the Complainant across numerous issues – something the third-party investigator previously reported.

It is additionally possible that these actions violate section 13 of the Code (covering council meeting decorum), but I consider myself constrained in my ability to singularly consider any Council Member's behaviour during a Council meeting. In *Moore v Maika*, 2018 ONMIC 7 (CanLII), the Township of Madawaska Valley's Integrity Commissioner found that the behaviour and decorum of Councillors during formal meetings falls squarely within the rules and enforcement mechanisms of the municipality's Procedural By-law, which is managed by the Chair or Mayor. I have routinely applied that precedent in my own work. In this matter, Mayor Philip stated that she did not take issue with Councillor Beaucage's actions because she thought she was acting with a good faith motive. I do not share that view entirely, but nor do I believe I have the authority to make a direct finding under section 13 of the Code concerning how Councillor Beaucage specifically conducted herself at the meeting.

***Issue Four:* Singling out the Complainant's cell phone bill**

The Complainant alleged that Councillor Beaucage highlighted her cell phone bill to argue for issuing staff phones rather than reimbursing their use of personal cell phones, leaving her feeling unfairly targeted for scrutiny. She said numerous Town staff are in the same position – they use their own cell phones for Town business, and the Town reimburses them, but Councillor Beaucage focused only on her cell phone payment as the example of why the Town should change policies, while saying nothing about any other staff.

Councillor Beaucage indicated that she raised the Complainant's cell phone reimbursement strictly as a budget issue, advocating that all management staff should be issued Town phones rather than using personal devices, citing past municipal liability issues with deleted records.

The Treasurer reported that Councillor Beaucage seemingly singled out the Complainant's cell phone reimbursement for public scrutiny, but ignored similar expenses submitted by other management staff, including herself, noting that several managers use their personal phones for work. She stated that she and another senior staff member receive a $30 per month honorarium, while the Complainant receives a higher amount as stipulated in her employment contract and commensurate with the demands of her role. Employees are also required to provide their actual bills to prove they are paying for the service. The Treasurer views this as more cost effective than Town-supplied phones.

Credibility

I find the witnesses to be credible in their reporting of the facts. The differences expressed by the witnesses are interpretive. Councillor Beaucage's seeming blind spot (automatic negative assumptions and positioning towards the Complainant) remains a concern that impacts the reliability of her self-reported motives.

Analysis and Findings

If this were a standalone issue, I would probably dismiss it. Unfortunately, it is not – it appears to be part of a broader pattern of conduct that fairly contributes to a **section 16** violation (harassment) when considered in the aggregate.

As with Issue Three, I will not address section 13, as I am leaving decorum matters to the Mayor unless Council requests otherwise.

<u>Issue Five:</u> Debate about the Complainant's title

The Complainant reported that Councillor Beaucage wasted up to 45 minutes in a public meeting aggressively debating her title (arguing she was a "Clerk Administrator", not the CAO), which the Complainant found dehumanizing.

Councillor Beaucage asserted that this issue was a brief discussion, not 45 minutes, which she raised strictly out of concern for municipal liability, questioning whether

documents signed as "CAO" were legally valid if the appointment bylaw said, "Clerk Administrator".

Mayor Philip testified that the title debate was a technicality and that Council ultimately resolved the ambiguity by passing a new bylaw officially naming the Complainant CAO to put the argument to rest.

Credibility

I again find the witnesses to be credible in their reporting of the facts. The differences expressed by the witnesses are interpretive.

Analysis and Findings

Councillor Beaucage probably had a valid reason to point out the potential legal issue with the Complainant's title, but I do not believe it warranted the level of scrutiny and discussion it apparently received. Nonetheless, the formal title of a statutory officer on legal documents is not a trifling matter – in my view, it was a good governance issue within Council's remit.

There could very well be a problem with *how* this discussion unfolded, but I decline to address it as it falls within the scope of section 13 (decorum), which I presently lack the direct authority from Council to address.

***Issue Six:* "Absent" versus "Regrets"**

The Complainant claimed that Councillor Beaucage routinely weaponized meeting procedures to embarrass her and wasted up to 20 minutes debating the use of the word "absent" versus "regrets" in draft minutes – which the Public Works Superintendent also reported to me without prompting. Councillor Beaucage then allegedly accused the Complainant of misadvising Council about a six-month procedural delay for reconsideration, because the Minutes had already been voted on and adopted.

Councillor Beaucage stated that being declared "absent" in the Minutes misleads the public into thinking she simply failed to show up, whereas "regrets" shows she provided notice, so it was a matter of accuracy. She testified that she stopped submitting questions to staff in advance because she felt she was not getting the same answers as other councillors, and believes public questioning ensures transparency for the ratepayers.

Mayor Philip opined that both parties needlessly escalated the "absent" vs. "regrets" issue, noting it was a minor error that the Complainant could have easily fixed rather than strictly enforcing a six-month procedural delay to formally revisit it as a "reconsideration" of a Council decision (which in this case, was the decision to accept the Minutes as is, including the word "absent" instead of "regrets").

The Public Works Superintendent corroborated that Council spent 20 minutes arguing about the difference between the two terms. He expressed that Councillor Beaucage receives Agenda packages a week in advance but routinely refuses to deal with minor issues like this ahead of meetings, instead bringing them to the Council table. He claimed that Councillor Beaucage often expends significant meeting time on issues like this, and it is obvious that Councillor Beaucage is "trying to go at" the Complainant.

The Complainant responded to a draft of this report to advise that she had not received "regrets", the Procedure By-law did not offer specific guidance on point (though it does now), and the issue was that Council passed the Minutes and thus the rules required a formal reconsideration process.

Credibility

As above, I find the witnesses to be credible in their reporting of the facts. Again, the differences expressed are interpretive.

Analysis and Findings

Councillor Beaucage was within her rights to assert that she gave "regrets" rather than being simply *absent*. Section 10.3 of the Town's Procedure By-law states that meeting Minutes will record, "the names of members of Council who are absent, recorded using 'Regrets'" (I was informed after an earlier draft of this report that this was a recent by-law amendment because of this issue specifically). In any event, an elected official's public image is an important element of her role. In a spirit of cooperation, I would have hoped everyone could work together to fix the problem in the simplest and quickest way; but a spirit of cooperation seems clearly lacking.

I am declining to find that this instance contributed to the violations. It is an interpretive dispute. I agree with Mayor Philip that all involved could have handled this issue more constructively.

<u>Issue Seven:</u> Questioning of Work-From-Home, Subsequent Comments

The Complainant alleged that on February 4, 2026, her last day of work prior to a scheduled vacation, Councillor Beaucage sent an extensive email at 8:27 a.m., challenging her professional opinion on the six-month waiting period for reconsideration of the Minutes related to the "absent" versus "regrets" issue. At 4:07 p.m., because the Complainant had not yet responded, Councillor Beaucage emailed the Mayor (copying the Complainant) asking: "I haven't heard from Nicole yet, do you know if she is working from home? I didn't see her car or truck at the office when I went by today". The Complainant responded expressing distress over Councillor Beaucage's earlier emails, noting that her vehicle was indeed at the office that day and that she felt Councillor Beaucage was actively monitoring her movements. She also expressed her concern over what she perceived as Councillor Beaucage's aggression and the fact that Council was not addressing it.

Furthermore, at the Council meeting which shortly followed at 6:00 p.m., Councillor Beaucage publicly stated in open session: "After the email I received from the Clerk at 5:03 p.m. today, I will not be making any further comments." The Complainant asserted this was a calculated public swipe designed to falsely insinuate to the public that staff had silenced her.

Councillor Beaucage maintained that she sent the initial email about the Complainant's whereabouts strictly out of operational concern. She stated that she was waiting for a time-sensitive response regarding the upcoming agenda and simply noticed, when driving past the municipal office, that the Complainant's car was not in the parking lot. She denied "monitoring" the Complainant and argued that her email was entirely respectful. Regarding her comment at the Council table, Councillor Beaucage explained that she received a highly defensive, copied email from the Complainant right before the meeting accusing her of "aggressive conduct". She stated she chose to withdraw from further discussion at the meeting to de-escalate her own frustration and avoid further conflict.

Mayor Philip advised that some Members of Council and the public have sought information from her about the Complainant's whereabouts – i.e., whether she is working from home or in Office. The Mayor stated that the Complainant has an approved arrangement to work from home on certain days, but Council Members have sought clearer and more current information about the arrangement, which she has attempted to clarify herself. She opined that Councillor Beaucage's inquiry was not a personal attack but a reflection of this operational circumstance.

Credibility

The witnesses are credible in their reporting of the factual details, but their accounts differ sharply on interpretation. I do not find there to be any credibility issues.

Analysis and Findings

I do not find that Councillor Beaucage violated the Code in this case.

As a governing body, Council collectively has a legitimate interest in the attendance, availability, and scheduling of its sole employee, the CAO. Matters intended for imminent Council meetings are legitimate operational concerns, particularly if they have not been addressed (which is not to suggest that the Complainant failed to do her job – I deliberately offer no opinion on that – but simply that Councillor Beaucage is entitled to consider it urgent and to make inquiries). It is already established that this issue was one fraught with tension, just as the relationship between the Parties is generally. Given the context of the prior workplace findings, Councillor Beaucage's questioning of the Clerk/CAO's whereabouts was understandably sensitive. However, in the full context of the imminent operational issue and the Complainant's expected absence for vacation, I do not believe Councillor Beaucage's email to the Mayor and the Complainant was objectively offensive, harassing, or discriminatory. The context matters.

Councillor Beaucage's statement at the public meeting, announcing she would not speak "after the email I received from the Clerk", was probably an unnecessary escalation to the conflict, but it was more likely a heat-of-the-moment reaction to a blistering response she had just received from the Complainant. It was not an ideal way to handle it, but I decline to find it a Code violation because it was clearly a reaction to a mutual conflict situation. For reasons already stated, I will not address it as a decorum issue.

***Issue Eight:* Conflict of interest and undue influence**

The Complainant expressed that Councillor Beaucage routinely has conflicts of interest or unduly uses her influence concerning union matters. One example was her insertion into the employment matter involving the Fire Chief and unionized employee-related issues, discussed under Issue One above. She also reported that on October 17, 2024, in a closed Council meeting regarding a labour relations matter, things became heated and Councillor Beaucage loudly declared that she will "always be on the side of the union," and stormed out of a meeting. The Complainant asserts that Councillor Beaucage's close connection to unionized Town staff shows bias, a conflict of interest, and the undue use of her influence as a Council Member.

Councillor Beaucage denied storming out or yelling. She stated that she packed up and left because the discussion was inappropriate and not on the Agenda. She claimed that her exact words were that she would "stand behind our dedicated union employees," which is a philosophical stance. She also stated that she actively recuses herself from all union discussions regarding her family member.

Mayor Philip confirmed that Councillor Beaucage was frustrated in that meeting but corroborated that she manages potential bias and conflicts of interest by consistently recusing herself from union matters where a personal connection could reasonably arise.

Credibility

As above, I find the witnesses to be credible in their reporting of the facts. Again, the differences expressed are interpretive.

Analysis and Findings

I do not find a Code breach regarding this allegation. My role is not to judge political stances of Members of Council; if a Member is definitively "pro-Union," that is a stance they are entitled to take. All Members are expected to approach issues before Council with an open mind capable of persuasion, but they are not required to disavow deeply held political beliefs. A Member being deeply aligned with the labour movement is not something I am prepared to investigate under the Code unless there is clearer evidence of a direct Code violation. It is sufficient that Councillor Beaucage declares her interests appropriately and mitigates issues as required.

This Office has repeatedly stated it will not intervene in political commentary by Members of Council. We have routinely endorsed the following comment from *Linton v. Kitras*, 2020 ONMIC 1 from the Township of Centre Wellington's Integrity Commissioner:

> 68. … I wish to comment briefly on the role of municipal councillors.
>
> 69. Centre Wellington is a democracy. Council Members are elected to office. The democratic nature of the office means that Council Members have political and representational roles in addition to their legislative (law-making) role. … The Municipal Act confirms that a role of the Council is "to represent the public".
>
> 70. … As part of the political process, a Council Member is entitled to form views, to hold views, to express views and, once in office, to give effect to

> those views. … Provided that a Council Member proceeds lawfully and in a manner consistent with the Municipal Act, the Code and other legislation and by-laws, nothing prevents a Council Member from taking, defending and seeking to implement a position would alter the status quo. Indeed, the Courts have clearly stated that as an elected representative of the public a municipal councillor is entitled to take "an open leadership role" on an issue.
> 71. … I adopt the following observation from Farr v. Murphy, 2017 ONMIC 19 (at para. 39):
>
> > … As long as the conduct is lawful and inside the ethical boundaries of the Code of Conduct, individual political judgements are beyond the purview of an Integrity Commissioner. Subject to the law and rules of ethics, accountability for the exercise of political judgment resides in the political process, not in an Integrity Commissioner investigation. …
>
> 78. Other Integrity Commissioners have held that they have no jurisdiction over political speech as long as it complies with the Code. As former Brampton Integrity Commissioner Donald Cameron noted in 2012: [2]
>
> > I cannot and will not be a referee of free speech in a political arena provided it stays within the bounds … of the Code.

Expressing support for organized labour is a position a Council Member is entitled to take. I do not find there is sufficient evidence to support that Councillor Beaucage improperly uses her influence to assist the union as an entity, or that she does anything to clearly benefit a personally connected employee. Those complaints are not supported. The evidence also showed no attempt by the Respondent to leverage municipal duties for personal or prospective financial benefit for herself or any other individual.

<u>Issue Nine:</u> Breaches of Confidentiality

The Complainant alleged three breaches of confidentiality by Councillor Beaucage under Section 7 of the Code: (1) disclosure of the existence of a prior workplace investigation during a closed session; (2) disclosure of closed-session salary-related information to a former municipal official; and (3) disclosure of confidential correspondence to the Fire Chief regarding a personnel matter. The Complainant acknowledged, however that there was no evidence to support her second point regarding the former municipal official.

[2] City of Brampton, Report No. BIC-030-192 (December 4, 2012)

Councillor Beaucage denied all three allegations. She did not recall mentioning the workplace investigation at the November 20 meeting, denied leaking salary information to the former municipal official, and noted that the Fire Chief was already a party to the email she discussed with him.

The Fire Chief gave evidence that the email Councillor Beaucage referenced was one he had co-authored and was already copied on – so she did not show him a confidential document to which he was not privy.
The Treasurer testified that Councillor Beaucage mentioned the workplace investigation once but could not confirm at which specific meeting it happened. She recalled one meeting where Councillor Beaucage blurted out, "I don't want to get a harassment complaint against me again".

The Public Works Superintendent did not recall the workplace investigation being mentioned by Councillor Beaucage at all.

Credibility

The witnesses appeared forthright and credible in their recollections. Their differing accounts appeared to stem from the passage of time, the offhand nature of certain comments, and the fact that some claims (such as the leak to the former municipal official) were based on hearsay or lacking in direct evidence.

Analysis and Findings

I do not find that Councillor Beaucage breached Section 7 of the Code.

Evidence confirms that the Fire Chief was already a party to the correspondence in question; therefore, no confidential information was improperly disclosed.

The allegation about a salary-related leak to a former municipal official relies entirely on uncorroborated hearsay. I received no evidence that corroborates this claim, and the Complainant herself acknowledged that she has no direct proof of that disclosure. It cannot be substantiated on a balance of probabilities.

Regarding the November 20, 2025 meeting, the evidence falls short of proving that Councillor Beaucage deliberately disclosed confidential details of an in-camera workplace matter to staff. The Treasurer's recollection suggests, at most, an offhand, defensive remark made by Councillor Beaucage, while the Public Works Superintendent

had no recollection of it being raised at all. This does not meet the threshold to establish a breach of confidentiality under Section 7.

<u>Issue Ten:</u> The Legion Email

The Complainant alleged that Councillor Beaucage sent an unprofessional, rude, and non-factual email to the Town on behalf of the local Royal Canadian Legion branch on October 15, 2025, regarding the installation of veterans' memorial banners. The Complainant expressed concern that Councillor Beaucage was inappropriately criticizing staff for delays and attempting to use her position to exert pressure on municipal operations.

Councillor Beaucage acknowledged drafting the October 15 email but maintained she did so entirely in her private capacity as the Treasurer of the Kearney Legion, reflecting the unanimous frustrations of the Legion's membership. The email was addressed generally to the "Mayor and Deputy Mayor," from the Legion's general email address (info.kearneylegion@bellnet.ca), and signed collectively by "Royal Canadian Legion, H. White Memorial Branch #276". Councillor Beaucage purposefully did not sign the letter.

Credibility

I have no concerns about credibility, with the same caveats as previously stated.

Analysis and Findings

I do not find that Councillor Beaucage breached the Code of Conduct, specifically Sections 10 and 14, regarding this incident.

Members of Council do not forfeit their rights to participate in community organizations, hold executive roles within them, or advocate for their interests simply by taking municipal office. The critical boundary established by the Code is whether a Member leverages the status and influence of their elected office to improperly advance those private interests.

In this instance, the evidence demonstrates that Councillor Beaucage operated strictly within her capacity as a Legion member. The email originated from the Legion's general account, was addressed generally to the Town's leadership (rather than targeting specific staff members), and was signed on behalf of the organization as a whole. Councillor Beaucage deliberately refrained from attaching her name or title (as Councillor) to the correspondence, and so did not attempt to use the weight of her elected position to gain

leverage for the Legion. The correspondence was a standard communication from a private community organization to the Town.

Collateral Issue re: Legion Email

The Complainant raised a collateral issue regarding the November 20, 2025 closed session, where staff questioned the authorship of the Legion email. Councillor Beaucage admitted to writing the email while specifically directing a remark at the CAO, stating she knew the Complainant was "itching to know whether or not it was me" [that had sent the email].

Councillor Beaucage admitted that she made the comment, explaining that a community volunteer and Legion member had already informed her the Complainant was trying to find out who authored the email. She was simply stating a fact as she understood it to be true.

The email was plainly a point of friction between the Legion and the Town, which I suspect the broader conflict between the Parties contributed to. I am not prepared to make a specific Code finding on this issue. In my view, it forms part of the wider dispute but is not sufficiently serious to warrant Code consideration either individually or as part of the identified pattern of issues.

FINDINGS

I find that the Respondent contravened sections 10, 14, and 16 of the Code across issues 1-4, as noted above. The evidence also engages section 17 insofar as adherence to Council policies is mandated, but I am not making a separate section 17 finding because I consider it too self-referential and redundant to enforce in that manner. It is unnecessary to find that a Member violated a section of the Code strictly as a result of violating another section of the Code.

The remaining Code provisions cited by the Complainant (sections 7, 12, and 13) were not established by the evidence in this case.

CONCLUSION AND RECOMMENDATION

Councillor Beaucage contravened sections 10, 14, and 16 of the Code. Upon receiving a report from an Integrity Commissioner finding that a Member of Council violated the Code, section 223.4(5) of the *Municipal Act, 2001* permits Council to impose either of the following penalties*:*

a) A reprimand;
b) Suspension of the remuneration paid to the Member for a period of up to 90 days.

As I have noted in other jurisdictions, including in *Jordan re Charrois* (Town of Grimsby), several factors can be reasonably considered when determining appropriate sanctions:

a. Sanctions are normally progressive in their severity;
b. The councillor's experience;
c. The flagrancy of the behaviour;
d. Whether the councillor made any acknowledgement of wrongdoing, remorse, or regret.

Insofar as I am aware, Councillor Beaucage does not have a long tenure on Council, but is reportedly no stranger to municipal politics, having served in the Town's public service for many years. I am unsure of the genesis of the conflict between her and the Complainant but am satisfied that her contribution to it has crossed the line more than once, even after a formal complaint was filed against her and after receiving a formal report regarding same that found discrimination and warned about an escalation towards harassment. She has not indicated any remorse, although when she offered an apology to the Complainant about the discrimination incident as a mandated part of settling that matter, I understand that the Complainant declined to receive it on the basis that it was a "forced apology". The Complainant is not completely without fault either, as the Mayor opined, and appears at times to have escalated the issues instead of defusing them. However, that only partly mitigates Councillor Beaucage's actions. I no authority to address the Complainant's part in contributing to this dispute apart from accounting for the fact that she plays one.

In view of these considerations, **I recommend a suspension of Councillor Beaucage's remuneration for a period not exceeding 15 days**. In my view, that sanction is proportionate because the proven conduct was serious and repeated, however the Respondent's later written comments acknowledge the boundaries clarified by this report and support a penalty below the statutory maximum. However, the decision belongs to Council, which may adopt my recommendation, vary it, apply the other statutory penalty, or decline to apply one if it so chooses.

COUNCILLOR REVIEW AND COMMENTS

While not formally mandated by the Town's Code, ordinary practice dictates that an Integrity Commissioner should not issue a report finding a violation of the Code of Conduct on the part of any Member unless the Member has had an opportunity to

comment to the Integrity Commissioner in writing on any preliminary or proposed findings.

An advance draft of this report was provided to Councillor Beaucage on July 30, 2026, and she was offered one week to respond. She responded as follows:

> Dear Mr. Maynard,
>
> I want to express my sincere appreciation for the draft investigation report you provided. Your analysis, investigation, and findings were thorough and clearly articulated. I recognize through this process the areas where, as a member of council, I should not interfere, and I appreciate the clarity you have brought to these boundaries.
>
> I found your report highly informative and helpful in guiding my understanding of the responsibilities and limitations of my role. The guidance you shared will support me in ensuring that my conduct continues to align with the expectations of council and the community.
>
> Thank you again for your work throughout this process.

I consider Councillor Beaucage's remarks an appropriate reflection of her acceptance of these findings and her commitment to learning from this experience to avoid future incidents.

Concluding Remarks

I thank the Parties for their participation in this matter, which my Office now considers to be concluded.



_____

Michael L. Maynard
Integrity Commissioner

Memo

Date:	July 16, 2026
To:	Mayor, Deputy Mayor and Members of Council
From:	Nicole Gourlay, CAO/Clerk
Subject:	Echo Ridge Subdivision Road – DRAFT Resolution to Prioritize these roads

Purpose

The purpose of this memorandum is to provide Council with information regarding a proposed resolution submitted by Cheryl Philip, Mayor - attached – concerning the prioritization of road improvements within the Echo Ridge Subdivision.

Background

The proposed resolution notes the following:

- Echo Ridge Subdivision contains approximately 80 building lots.
- Council has expressed a desire to open the subdivision roads within the plan of subdivision.
- The roads are owned by the Corporation of the Town of Kearney.
- Information was circulated to property owners regarding road upgrades, and responses received were supportive of moving forward.
- Council passed a resolution on July 16, 2026 directing that surveys be completed to confirm road locations.
- The proposed resolution would direct staff to prioritize the project, undertake a public tender process for preliminary road construction, use reserve funds to finance the work initially, and recover costs at a later date through either a Fees and Services By-law or a Local Improvement By-law.

Analysis

Staff have reviewed the proposed resolution and acknowledge Council's interest in advancing road improvements within the Echo Ridge Subdivision. While the proposed resolution may be more appropriately introduced as a Notice of Motion, the request provides an opportunity for Council to further clarify its intentions and priorities following the direction provided at the July 16, 2026 meeting.

As Council has previously included the Echo Ridge road network within the broader capital roads initiative (7 - 8 - 9 Roads Project), Staff have begun advancing the preliminary work necessary to support future construction activities. Consistent with work undertaken on other road systems since November 2025, the

project remains in the technical and investigative phase, including activities such as surveying, design review, and preparation for future tendering opportunities.

Should Council wish to accelerate the Echo Ridge project and direct Staff to prioritize this work ahead of other components within the capital roads program, Staff can adjust work plans accordingly. However, such a decision would require the reallocation of Staff resources and may affect the timing and progression of other projects and strategic priorities previously identified by Council for 2026. Staff would welcome further direction from Council regarding any desired reprioritization to ensure resources are aligned with Council's objectives and that timelines are clearly understood.

With respect to funding recovery mechanisms, Staff note that additional review is required to determine the most appropriate and legally compliant approach. The Local Improvement process is governed by specific legislative requirements and procedural steps that would need to be carefully assessed before it could be considered as a viable option for this project. Alternative approaches, such as a Special Area Rating By-law, a Fees and Charges By-law, or other cost-recovery mechanisms, may also be available. Staff recommend obtaining a legal opinion to confirm the options available to Council and the associated requirements, risks, and implications of each approach if Council wishes to open the road prior to the construction being completed to bring the system up to the standards required for safe use and maintenance.

Staff further recommend that any legal review also consider the potential implications of opening the roads for maintenance prior to completing upgrades to a standard that would support ongoing municipal maintenance obligations. This review could provide clarity regarding the Town's responsibilities and risks related to emergency services access, winter maintenance, public safety, and compliance with minimum maintenance standards.

Should Council determine that the Echo Ridge roads are to become a priority project, Staff recommend that Council clearly identify the desired project scope, anticipated timelines, and any corresponding adjustments to existing priorities. This will support effective project planning, transparent communication with affected stakeholders, and alignment between Council's strategic objectives and available municipal resources.

Prepared By:

Nicole Gourlay, CAO/Clerk

Attachment – Resolution by Mayor, Cheryl Philip regarding Echo Ridge Subdivision Road System

Resolution

Whereas the Council of the Corporation of the Town of Kearney are endeavoring to move forward with new home builds within the municipality,
And whereas the subdivision currently known as Echo Ridge Subdivision encompasses 80 building lots
And whereas the Council has confirmed their desire to open the subdivision roads within this plan of subdivision
And whereas the Corporation of the Town of Kearney holds ownership of these roads
And whereas a circulation of information regarding the upgrading of these roads was sent out to lot owners and responses were received back in favour of moving forward to open the roads
And whereas Council has already passed a resolution on July 16, 2026 to have the roads surveyed to ensure they are in the correct location
Therefore it is the desire of the Council of the Corporation of the Town of Kearney to instruct Staff to prioritize this project and post Tenders to the public to complete preliminary construction on these roads to bring them to a base standard that will allow safe passage of both residents and their contractors as well as emergency vehicles and Town trucks to travel over these roads while housing projects are being completed.
And further that reserves are used to fund this project until such time as the housing builds have reached 80% completion. At that time the Corporation of the Town of Kearney shall enter into either a Fees and Services By Law or a Local Improvement By law to allow for the recovery of all costs to finalize the road construction to the minimum standard required.
And further during this time that residents and landowners in this subdivision seeking building permits who qualify as per the determination of the Chief Building Official be allowed to make applications to build their housing projects as per the usual rules and regulations of the building code.
And further that Staff are not to delay this project and move forward expeditiously to complete any and all work necessary to bring this project to fruition.

Burk's Falls and District Food Bank
Serving Almaguin South
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Burk's Falls, ON P0A 1 C0

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Serving

Township of Amour

Village of Burk's Falls

Town of Kearney

Municipality of Magnetawan

Township of McMurrich/ Monteith

Township of Perry

Township of Ryerson

Memberships

Feed Ontario

Canadian Association of Food Banks

July 22, 2026

Town of Kearney
8 Main Street
PO Box 38
Kearney, ON P0A 1M0

To whom it may concern

The Burk's Falls and District Food Band is writing to request the support from all our communities to help supplement the rising costs that we are currently facing due to the ongoing need in our district. Our expenses have continued to increase, and we have seen a reduction in donations.

Your support is greatly appreciated.

Sincerely,

Jan Lake

Jan Lake, Treasurer
Board of Directors
Burks Falls & District Food Bank

"Alone we can do so little, together we can do so much"
Helen Keller

Phone Messages checked daily: 705-380-4669

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A four-day camp opportunity for self identified female and non-binary youth aged 15 to 18 to get an inside look at a career in fire and emergency services.

Who can apply?

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- ✓ Live in local area or attend a local school
- ✓ Must possess a valid provincial health card

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The Corporation of the Township of
NORTH STORMONT
RESOLUTION

Date: July 21, 2026

Resolution No. 185-2026

MOVED BY:		**SECONDED BY:**	
Mayor F. Landry		Mayor F. Landry	
Deputy Mayor S. Densham		Deputy Mayor S. Densham	
Councillor A. Bugelli		Councillor A. Bugelli	
Councillor A. McDonald		Councillor A. McDonald	
Councillor C. Shane		Councillor C. Shane	

WHEREAS recent municipal infrastructure funding programs by the Government of Canada and Province of Ontario have tended to prioritize growth-related or housing-enabling infrastructure projects over infrastructure renewal needs;
AND WHEREAS the Government of Ontario has regulated municipal infrastructure asset management through O. Reg 588/17 (Asset Management Planning for Municipal Infrastructure) under the Infrastructure for Jobs and Prosperity Act, 2015;
AND WHEREAS municipal asset management plans and the Financial Accountability Office of Ontario have identified that municipalities have significant state-of-good-repair backlogs and renewal needs for infrastructure;
AND WHEREAS the Government of Ontario doubled the Ontario Community Infrastructure Fund (OCIF) from $200M/year to $400M/year for 2021-2026 but has not publicly committed to maintaining this level of funding beyond 2026;
AND WHEREAS the OCIF has become a vital and indispensable resource for municipalities, assisting them with improving their asset management programs and meeting community-preserving infrastructure renewal needs;
AND WHEREAS increased geopolitical uncertainty is threatening the economic prosperity of Canada, Ontario, and every municipality;
AND WHEREAS municipal infrastructure is a key enabler and preserver of economic prosperity;
AND WHEREAS the Municipal Finance Officers' Association of Ontario (MFOA) has heard from its members and their municipalities concerns regarding the potential erosion of existing municipal infrastructure and thus service levels in light of the ongoing focus on housing-enabling infrastructure by grant funding programs;

NOW THEREFORE BE IT RESOLVED that THE TOWNSHIP OF NORTH STORMONT supports MFOA's letter to the Ministry of Infrastructure requesting that the doubling of the Ontario Community Infrastructure Fund be made permanent in advance of the allocations for the 2027 calendar year, helping municipalities to continue building housing-enabling infrastructure while preserving the economic value provided by existing infrastructure.
AND BE IT FURTHER RESOLVED THAT a copy of this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Todd McCarthy, Minister of Infrastructure, the Honourable Rob Flack, Minister of Municipal Affairs and Housing, the Honourable Peter Bethlenfalvy, Minister of Finance, the Executive Director of MFOA, Donna Herridge, the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA) and all municipalities in Ontario.

Town of Huntsville Staff Report

Meeting Date: July 27, 2026

To: Council

Report Number: DEV-2026-71

Confidential: No

Author(s): David Zilkey, Climate Action Strategist

Subject: Muskoka River Watershed Staff Working Group Accord

Report Highlights

Integrated Watershed Management (IWM) is a modern approach to environmental management which integrates information and decision making across jurisdictions to achieve collective, watershed-wide goals. Town staff have been working to advance IWM by collaborating with rights holders from across the Muskoka River Watershed including First Nations, municipal, provincial, and non-profit organizations. This group has developed an accord to formalize a staff working group, which is presented here for Council's consideration.

Recommendation

WHEREAS: Management of the Muskoka River Watershed requires coordination among regional and local municipalities, First Nations and Indigenous Peoples, the provincial government, and environmental interest holders;

NOW THEREFORE, BE IT RESOLVED THAT: Council endorse the Muskoka River Watershed Staff Working Group Accord;

AND FURTHER THAT: the Mayor and Clerk be authorized to sign the Muskoka River Watershed Staff Working Group Accord;

AND FURTHER THAT: Council direct staff to continue participating in the staff working group to advance Integrated Watershed Management of the Muskoka River Watershed

Background

Integrated Watershed Management (IWM) is a collaborative effort among municipal and provincial staff, First Nations, non-profit and charitable organizations, local businesses, and other rights and interest holders to ensure coordinated, evidence-based environmental management of the Muskoka River Watershed. Town staff have engaged in internal and external discussions around advancing IWM dating back to 2024, including:

- Participation in the Muskoka Watershed Council IWM Conference, held February 9, 2024
- Co-hosting a half day IWM leadership workshop geared towards local government and First Nations across the watershed, in partnership with the Township of Lake of Bays, held November 28, 2024

- Reporting back to Council on the outcome of the leadership workshop and to request direction to continue participation in IWM events with the intent of signing onto a memorandum of understanding (MOU) or similar document pertaining to IWM of the Muskoka River Watershed (Report No. DEV-2025-70, Resolution No. GC67-25)

Discussion

Following direction from Council, staff have continued participating in working group events intended to advance IWM in the Muskoka River Watershed. Notably, this included a half-day workshop hosted by the District Municipality of Muskoka in January 2026; this was the inaugural meeting of the Integrated Watershed Management Staff Working Group and brought together representatives from municipalities, provincial agencies, First Nations, and the Muskoka Watershed Council. The goal of the workshop was to collaboratively develop an accord outlining the staff working group's purpose, guiding principles, and scope of the collaboration moving forward. The discussion was guided by an external facilitator, who subsequently collated the group's perspectives into a draft accord. Following feedback and revisions from all members of the staff working group, the Muskoka River Watershed Staff Working Group Accord was created and is attached to this report. The Accord establishes a shared foundation for collaboration among municipalities and First Nations within the Muskoka River Watershed and will serve as a guiding document for ongoing IWM efforts.

By endorsing this Accord, Council is reaffirming the Town's commitment to the shared purpose, guiding principles, and collaborative intent of IWM that is described in the Accord. Importantly, the Town will maintain its own governance authority and decision-making responsibilities. Any policies, projects, plans, or strategies that develop through participation in the staff working group will be brought to Council for consideration under existing governance structures. Directing staff to continue participating in the working group will involve quarterly meetings which are intended to begin in Fall 2026, with interim leadership of the staff working group managed by the District Municipality of Muskoka until the working group selects a Chair.

Options

1. Endorse the Muskoka River Watershed Staff Working Group Accord and direct staff to participate in the Integrated Watershed Management Staff Working Group **(recommended)**
2. Do not endorse the Muskoka River Watershed Staff Working Group Accord and direct staff to attend Integrated Watershed Management Staff Working Group meetings/events as an observer only (not recommended)

Capital

There is no immediate capital cost associated with this report. In the future, should the IWM staff working group identify projects that require financial support, staff may bring financial requests for consideration by Council.

Operational

Existing staff resources will be allocated to this initiative.

Relevant Policies / Legislation / Resolutions

Report No. DEV-2025-70
Resolution No. GC67-25

Council Strategic Direction

- Protected Natural Environment-1.1: Continue to apply best practices in maintaining our natural heritage features.
- Protected Natural Environment-1.2: Continue ongoing collaboration with the Muskoka Watershed Council on integrated watershed management.

- Protected Natural Environment-2.2: Continue implementation of the Town's Climate Adaptation Plan.
- Stable, Trusted & Engaged Community Partner-2.2: Continue to seek alternative funding sources from other levels of government, including grants, sponsorships, and partnerships.
- Town's Vision: A growing community that is vibrant, inclusive, and healthy while protecting our heritage and natural features.
- Corporate Value - Understanding: We value, recognize, and empathize with the points of view of others, whether we agree with them or not.

Attachments

The Muskoka River Watershed Staff Working Group Accord

Respectfully Submitted: David Zilkey, Climate Action Strategist

Manager Approval (if required): _____

Director Approval: _____

CAO Approval: _____

The Muskoka River Watershed Staff Working Group Accord

Co-created by members of the Integrated Watershed Management (IWM) Staff Working Group

Process facilitation and draft preparation by Optimal Affect

April 2, 2026

This Accord establishes a shared foundation for collaboration among municipalities and First Nations within the Muskoka River Watershed in support of Integrated Watershed Management. For the purposes of this Accord, "Members" refers to representatives designated by their respective municipality, First Nation, or other level of government to participate in the Integrated Watershed Management Municipal Working Group.

A. Purpose

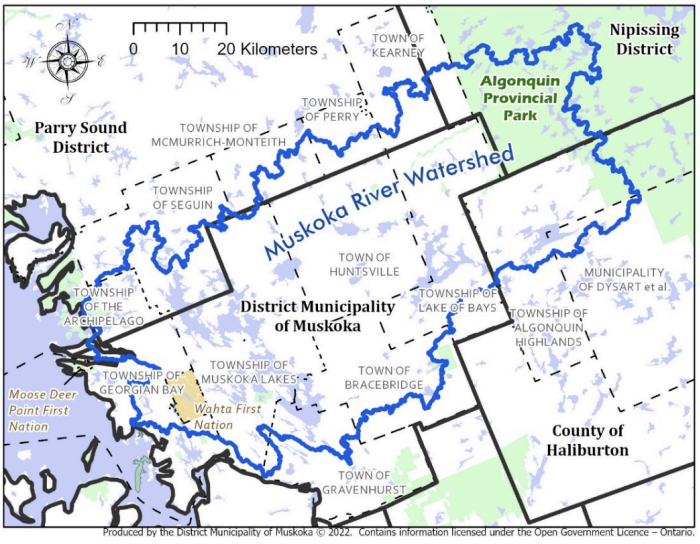
The purpose of the Integrated Watershed Management Municipal Working Group is to bring municipalities and First Nations together to collaborate across jurisdictions, contributing to a shared Integrated Watershed Management framework. Through this collaboration, the Working Group strengthens coordination at a watershed scale and enables a more unified, informed voice within the broader community of partners and collaborators advancing watershed management.

The Working Group exists to increase alignment among participating municipalities, First Nations, and other levels of government by pooling knowledge and resources to support consistent, long-term decision-making for the watershed and its interconnected ecosystems. By working together on shared priorities, the group aims to address regional challenges—such as flooding, water quality, and ecosystem health—in a way that strengthens local actions rather than replacing them.

Put simply, the Working Group focuses on "the big stuff" that requires regional coordination and long-term thinking, so that local decisions and initiatives can move forward in lockstep and with greater impact. When issues or emerging challenges arise, the group provides a forum to bring municipalities and First Nations into a broader discussion of goals, values, best science and Indigenous knowledge.

B. Context and Shared Understanding

The Muskoka River Watershed is a shared place where people live, work, and play. Spanning approximately 5,100 km², the watershed includes three Indigenous communities, four upper-tier municipalities, and thirteen lower-tier municipalities. Its long-term prosperity depends on the integration of a healthy natural environment, a vibrant economy, and caring communities. Water is the watershed's defining asset, supporting culture, heritage,



ecosystems, and economic activity, and its protection is foundational to the well-being of the region.

Watershed municipalities, First Nations, and other levels of government are facing increasing pressure to respond to environmental challenges with limited resources. Climate-related events such as flooding, drought, and wildfire are occurring more frequently and with greater impact, while population growth and development continue to place additional strain on watershed systems.

Participants recognize that while the watershed remains relatively healthy, conditions are changing. Water quality issues are becoming more frequent, and addressing complex challenges through isolated or piecemeal approaches increases the risk of unintended consequences, higher costs, and reactive decision-making.

There is a shared understanding that the watershed ecosystem connects water and terrestrial systems to all watershed communities. Local actions matter, but without coordination, cumulative impacts across jurisdictions can undermine long-term resilience. With growing political will and interest in collaboration, this Working Group represents a timely opportunity to act proactively and manage watershed challenges at the scale at which they occur.

C. Guiding Principles

Together, these principles guide how the Working Group will collaborate, make decisions, and advance Integrated Watershed Management in a way that is inclusive, informed, and oriented toward long-term stewardship:

1. Evidence-Based and Knowledge-Informed
We will base our decisions on the best available science, best practices, and Indigenous and Traditional Ecological Knowledge, using evidence to inform actions and change.

2. Collaboration with Respect for Autonomy
We will collaborate across municipalities and First Nations toward shared goals while respecting individual mandates, authorities, and decision-making processes.

3. Inclusive, Equitable Participation
We will welcome differing perspectives, promote inclusivity among all members, and ensure meaningful opportunities to contribute to dialogue and decision-making.

4. Transparency, Trust, and Accountability
We will act openly and transparently, build trust among partners, set clear expectations for participation, and remain accountable to the collaborative and to one another.

5. Consensus-Oriented and Connected Decision-Making
We will create time and space for thoughtful, consensus-oriented discussion and bring conversations back to our respective organizations to inform local decision-making.

6. Action-Oriented Stewardship and Resilience
We will focus on actionable policies, programs, and initiatives that contribute to measurable watershed goals, support long-term resilience, and recognize that community well-being and economic health depend on a healthy watershed.

7. Open and Evolving Participation
We will remain open to additional municipalities and First Nations communities joining the Working Group over time, recognizing that inclusive and evolving participation strengthens collective understanding, coordination, and impact. All municipalities and First Nations communities within the watershed are invited to participate at any stage of this collaboration.

D. What This Collaboration Could Look Like In Practice

In practice, this collaboration serves as a forum for coordination, shared learning, and discussion on watershed-scale issues where working together adds value. It is intended to support consistency and alignment across jurisdictions while respecting local authority and decision-making.

Scope of the Collaboration
The collaboration will focus on:

- Discussing and coordinating around key watershed-scale issues and their interconnections.
- Sharing best practices, evidence-informed approaches, and emerging insights related to Integrated Watershed Management.
- Developing shared guidance, positions, or recommendations that participants can bring back to their organizations for consideration in local decision-making.
- Supporting the continued evolution of the Working Group, including opportunities to expand participation over time and ensuring it is meaningfully represented within the broader Integrated Watershed Management collaborative forum.

This collaboration will not:

- Make decisions on behalf of individual municipalities or First Nations.
- Replace existing regulatory, governance, or approval processes.

How the Group Comes Together
The group comes together through regular working meetings, anticipated to be held quarterly, using a hybrid format with virtual meetings as the norm and in-person meetings when appropriate. Meetings would function as working sessions focused on coordination, discussion, and progress rather than information-sharing alone. Leadership could follow a rotating chair model to reinforce shared ownership.

What Makes Meetings Effective
To be useful and productive, meetings could include:

- Clear agendas, materials, and expectations shared in advance.
- Defined objectives and intended outcomes for each meeting.
- Roundtable updates to surface emerging issues and priorities.
- Time and space for consensus-oriented discussion on topics requiring alignment or coordination.

Working Between Meetings
To sustain momentum between meetings, the collaboration could establish time-limited subcommittees or working groups to explore specific issues, develop options, or advance agreed-upon areas of work. These groups would report back to the full collaboration, supporting continuity, shared learning, and progress over time.

E. Review and Evolution

This Accord is intended to be a living document focused on the municipal collaboration within the broader Integrated Watershed Management framework and collaborators. As conditions, knowledge, and priorities evolve, participating municipalities, First Nations, and other levels of government recognize the need to reflect, learn, and adapt how they work together in this municipal forum.

The Accord may be reviewed periodically to assess its relevance, effectiveness, and alignment with the shared purpose and guiding principles. Updates or refinements may be made through collective discussion and agreement, ensuring the Accord continues to support meaningful municipal coordination over time.

This Working Group brings municipal and First Nations partners together to align around a shared understanding and coordinated voice for Integrated Watershed Management. Through this collaboration, members contribute collectively to broader engagement efforts with community members, non-governmental organizations, and other partners. Nothing in this Accord limits or replaces those broader engagement processes; rather, it strengthens how municipalities and First Nations participate in them together.

F. Endorsement

This Accord is endorsed by the participating municipalities and First Nations through their respective approval processes.

By endorsing this Accord, each signatory affirms its commitment to the shared purpose, guiding principles, and collaborative intent outlined herein, while maintaining its own governance authority and decision-making responsibilities.

June 11, 2026

Re: Item for Discussion – Resolution C-3-13/05/26 – Township of Muskoka Lakes – Flooding (May 19, 2026 Council Correspondence – Item C5)

At its meeting of June 10, 2026, the Council of the Corporation of the Town of Bracebridge ratified motion #26-GC-049, regarding Resolution C-3-13/05/26 – Township of Muskoka Lakes – Flooding (May 19, 2026 Council Correspondence – Item C5), as follows:

"WHEREAS the Town of Bracebridge and its residents experienced significant and damaging flooding during the 2026 spring freshet, resulting in extensive impacts to municipal infrastructure, private property, local businesses, roads, the natural environment, and the wellbeing of residents;

AND WHEREAS many residents experienced severe financial hardship, property damage, displacement, loss of access, and ongoing uncertainty associated with elevated water levels and flooding conditions;

AND WHEREAS municipalities within the Muskoka River Watershed have repeatedly raised concerns regarding increasing flood frequency, changing climatic conditions, watershed management practices, and the need for coordinated and transparent flood mitigation planning;

AND WHEREAS in April 2021, the Province of Ontario announced an initial investment of more than $4 million to support thirteen projects intended to examine existing conditions within the Muskoka River Watershed, identify opportunities to reduce the impacts of flooding, and address the overall health of the watershed;

AND WHEREAS those technical studies and initiatives have since been substantially completed (Flood Modifications Review Project) and provide extensive analysis, data, and recommendations, yet many residents and municipalities remain concerned that the findings have not resulted in meaningful implementation actions or tangible flood mitigation measures;

AND WHEREAS in November 2024, the Ministry of Natural Resources committed in written correspondence, signed by the Honourable Graydon Smith, Minister of Natural Resources, to review and make necessary amendments to the Muskoka River Water Management Plan in an effort to better mitigate flood risks throughout the watershed;
AND WHEREAS the Town and residents affected by the 2026 flooding continue to seek greater transparency, accountability, and public engagement regarding water management decisions and operational considerations leading up to and during flood events;

AND WHEREAS activation of disaster recovery assistance programs is necessary to ensure comprehensive support for all affected parties within the community;

AND WHEREAS the financial impacts of flooding are not limited to primary residences and significant losses are also experienced by owners of seasonal and second homes that contribute substantially to the provincial economy and the local tax base;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of Bracebridge requests the Province of Ontario to take immediate action to:

1. Reconfirm its November 2024 commitment to undertake a comprehensive review and update of the Muskoka River Water Management Plan;

2. Reaffirm its January 2025 commitment to assess recommendations from its Muskoka Watershed Conservation and Management Initiative including updates to the Muskoka River Watershed Management Plan and "a public engagement and consultation process to hear from interested parties in the watershed, including municipal partners and other dam owners";

3. Establish, as a matter of priority, a formal implementation framework for the review and update process, including clearly defined deliverables, publicly reported milestones, firm completion timelines, assigned ministry responsibilities, and regular public progress reporting, so as to ensure the review is commenced immediately, completed in a timely and accountable manner and results in tangible flood mitigation actions and outcomes for affected watershed communities;

4. Convene one or more public information sessions within the affected watershed communities, for the purpose of hearing directly from residents impacted by the 2026 flooding event, providing information regarding water management decisions and operational considerations leading up to and during the spring freshet and responding to questions and concerns from affected residents and municipalities, all of which to be on the public record;

5. Activate the Disaster Recovery Assistance for Ontarians (DRAO) and Municipal Disaster Recovery Assistance (MDRA) programs for all affected communities arising from the 2026 spring freshet flooding event and expedite the review and approval process to ensure timely access to financial assistance; and,

6. Amend eligibility criteria under the Disaster Recovery Assistance for Ontarians (DRAO) program to also include seasonal and secondary residential properties in recognition of the unique characteristics and economic realities and benefits of watershed and seasonal municipalities;

AND FURTHER THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Natural Resources, the Minister of Municipal Affairs and Housing, the Minister of Environment Conservation and Parks, the MPP for Parry Sound-Muskoka, all first nations and municipalities within the Muskoka River Watershed, the District Municipality of Muskoka, and the Association of Municipalities of Ontario (AMO).”

In accordance with Council’s direction, I am forwarding you a copy of the resolution for your reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly



Lori McDonald
Director of Corporate Services/Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2026- 38

A BY-LAW TO SELL PART OF THE ORIGINAL SHORE ROAD ALLOWANCE LYING IN FRONT OF LOT 13, CONCESSION 8 GEOGRAPHIC TOWNSHIP OF PROUDFOOT; TOWN OF KEARNEY (TAB CORPORATION)

WHEREAS By-law 1992-16 of The Corporation of the Town of Kearney passed July 17, 1992 provided for the stopping up of certain allowances for road in the Town of Kearney and selling thereof;

AND WHEREAS By-law 1992-16 was registered against the title to the lands described in Schedule "A" attached hereto on the October 9, 1992 as Instrument Number LT194924 thereby stopping up and closing the shore road allowance on said lands;

AND WHEREAS pursuant to the *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 "Town") 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 Town 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. Lands Are Surplus – This Council does hereby declare the lands described in Schedule "A" to be surplus.

2. 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.

3. Authorization of Sale – This Council does hereby authorize the sale of the lands described in Schedule "A" by way of direct sale to the abutting landowner (TAB Corporation) for the consideration of $1,500.00 plus HST of $195.00, subject to any easements as set out in Paragraph 2 above, and substantially in accordance with the terms and conditions set out in the Agreement of Purchase and Sale signed by TAB Corporation on March 24, 2026 and the Town on March 30, 2026.

4. 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 13th day of August, 2026.

_____
Cheryl Philip, Mayor

_____
Nicole Gourlay, CAO/Clerk

READ a Third and Final Time and Enacted in Open Council this 13th day of August, 2026.

_____
Cheryl Philip, Mayor

_____
Nicole Gourlay, CAO/Clerk

DRAFT

SCHEDULE "A" TO BY-LAW NO. 2026-

OF THE CORPORATION OF THE TOWN OF KEARNEY

Part of the original shore road allowance lying in front of Lot 13, Concession 8 Geographic Township of Proudfoot; Town of Kearney; designated as Part 1, Plan 42R19300, being part of PIN 52149-0462 (LT).

DRAFT

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2026-40

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of Kearney and West Parry Sound Health Centre (WPSHC)

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";

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking, alerting, and dispatching) services to Kearney Fire Service by Parry Sound Ambulance Communications Service (hereinafter referred to as "ACS"), which is operated by West Parry Sound Health Centre (hereinafter referred to as "WPSHC"), under the authority of the Minister of Health (hereinafter referred to as the "Minister");

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 February 5, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 13th day of August, 2026.

THE CORPORATION OF THE TOWN OF KEARNEY

_____
Mayor

_____
Clerk

DRAFT

The Corporation of the Town of Kearney

By-law 2026-XX

Being a By-law to authorize the Delegation of Authority to the CAO-Clerk for certain acts during a "Lame Duck" period

WHEREAS Section 275 of the *Municipal Act, S.O. 2001*, c.25, as amended, restricts acts that a Council can take after Nomination Day (August 21st, 2026) and after Voting Day (October 26th, 2026) if the Council is in a "lame duck" position;

AND WHEREAS Section 275(3) of the *Municipal Act, S.O. 2001*, c.25, as amended, restricts Council from taking action on the following:

(a) The appointment or removal from office of any officer of the municipality;
(b) The hiring or dismissal of any employee of the municipality;
(c) The disposition of any real or personal property of the municipality which has a value exceeding $50,000 at the time of disposal; and
(d) Making any expenditure or incurring any other liability which exceeds $50,000;

AND WHEREAS Section 275(6) of the *Municipal Act, S.O. 2001*, c.25, as amended, states that nothing in this section prevents any person or body exercising any authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

AND WHEREAS Council deems it expedient to delegate authority to the CAO/Clerk to take action, where necessary, on certain acts during the "Lame Duck" periods;

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

1. **THAT** Council hereby delegates authority to the CAO/Clerk of the Corporation of the Town of Kearney as follows:
    a) To hire for any position that was agreed to and outlined in the 2026 budget;
    b) To replace any employee that has a position vacant that was not vacant prior to the passing of this by-law;
    c) To dismiss employees currently under CUPE grievances in accordance with the advice of the Town solicitor; and
    d) To approve and authorize expenditures exceeding $50,000 for capital projects identified in the Council-approved 2026 Budget, provided that all procurement requirements are carried out in compliance with the Town of Kearney's current Procurement By-law.

2. **THAT** the CAO-Clerk shall report to Council on any actions taken under the restrictions listed in Section 275(3) of the *Municipal Act, S.O. 2001*, c.25, as amended, between Nomination Day and the first Council meeting of the 2026-2030 Town of Kearney Council Term;

3. **THAT** this By-law is in effect until the inaugural meeting of the 2026-2030 Town of Kearney Council Term;

4. **THAT** this By-law shall come into force and effect upon its final passage;

5. **THAT** this By-law may be cited as the "Lame Duck Delegation of Powers By-law".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
this ___ day of _____, 2026.

_____
Mayor

_____
Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2026-39

Being a By-law to Amend By-law No. 2025-71, Being a By-law to Establish Fees and Charges for Services and Activities Provided by The Corporation of the Town of Kearney

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WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to impose fees or charges on persons for services or activities provided or done by or on behalf of the municipality;

AND WHEREAS Council enacted By-law No. [Original By-law Number], being the Fees and Charges By-law;

AND WHEREAS Council deems it advisable to amend the Fees and Charges By-law from time to time;

NOW THEREFORE the Council of The Corporation of the Town of [Municipality Name] enacts as follows:

1. Amendment
That Schedule "C" of By-law No. 2025-71 is hereby deleted and replaced with the attached Schedule "C" attached hereto and forming part of this By-law.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 13th day of August 2026.

THE CORPORATION OF THE TOWN OF KEARNEY

_____
Mayor

_____
Clerk

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SCHEDULE "C"
TO BY-LAW NUMBER 2025-71
PLANNING DEPARTMENT

Administration fee per application and all costs associated with the application be borne by the Applicant for all Planning & Legal Applications

Fee Title	Fee Plus applicable taxes	Fee Basis
Zoning By-law Amendment	$750.00: Residential $1,500.00: Commercial Plus $1,000: Deposit (each)	
Official Plan Amendment	$1,000.00: Residential $2,000.00: Commercial Plus $1,000.00: Deposit (each)	
Minor Variance	$750.00 Plus $1,000: Deposit each	
Consent	$750 Plus $1000. Deposit	
Validation, Foreclosure, Power of Sale	$50.00 Plus $1,000.00 Deposit (each)	
Agreements - Development, Subdivision, Consent, Condo, User Mtce. and Site Plan	$500.00 Plus $1,000.00 Deposit (each)	
Plan of Subdivision / Condominium	$1,500.00 Plus $1,000.00 Deposit (each)	
Road/Shore Road Allowance Closing Application Fee Road & Shore Road Allowance Purchase	$600.00 Appraised value Plus $1,000.00 Deposit (each)	
Deeming By-law	$500.00 Plus $1,000.00 Deposit each	
Staff Review/Report Fee	$500.00	
Pre-consultation Report	Residential: $150.00 Plus Deposit $2000.00 Commercial: $200.00 Plus Deposit $3000.00 Subdivision: $500.00 Plus Deposit $4000.00	
Property Information Report	Residential: $200.00 Commercial: $400.00	Per roll
Additional Meeting Fee	$150.00	

NOTE:

1. When necessary, the Town of Kearney reserves the right to require a deposit amount for the purpose of retaining professional services (solicitor, engineer, planner) in all applications within this schedule.
2. With respect to Planning Department fees, the applicant and the owner shall understand, acknowledge and accept that the Town of Kearney does not retain as full-time staff, professional engineers, planners and solicitors and that the Town of Kearney contracts out these services.
3. The applicant and the owner **SHALL** be jointly and severally liable for paying to the Town of Kearney all costs incurred in processing or reviewing applications including but not limited to fees for planning, engineering and legal services, together with any Town of Kearney administration fees.
4. The Town of Kearney shall notify the applicant and owner from time to time of any costs incurred by the Town and the applicant and the owner shall have thirty (30) days to pay the Town for those costs after notice given. In the event that the applicant and the owner do not pay those costs within thirty (30) days, the Town has the right

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to apply the deposit held against those costs and further, to cease work on this application until such time as all outstanding costs are paid in full

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THE CORPORATION OF THE TOWN OF Kearney

BY-LAW NO. [XXXX-XX]

A By-law to Assume Part of Woodland Lane and Change the Road Name from Woodland Lane to Patton Road South

WHEREAS the *Municipal Act, 2001*, section 31, authorizes the Council of every municipality to pass by-laws to assume unopened road allowances for public use;

AND WHEREAS the *Municipal Act, 2001*, section 27, provides that a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway and if a highway is under the joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway;

AND WHEREAS the unopened Original Road Allowance which is the subject matter of this By-law is within the joint jurisdiction of The Corporation of the Town of Kearney (the "Town of Kearney") and The Corporation of the Township of Perry (the "Township of Perry") as it is a boundary road allowance;

AND WHEREAS the Council of the Town of Kearney intends to assume the part of Woodland Lane described in Section 1 of this By-law for public use and year-round maintenance;

AND WHEREAS the Council of the Town of Kearney deems it appropriate to rename the part of Woodland Lane described in Section 1 of this By-law to Patton Road South;

AND WHEREAS public notice of the proposed name change was provided in accordance with the Town's Notice By-law and no objections were received;

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

1. That the following is hereby assumed for public use and year-round maintenance by the The Corporation of the Town of Kearney:

   Part of the Original Road Allowance between the Township of Perry and the Geographic Township of Bethune (now in the Town of Kearney) between its intersection with the Original Road Allowance between Concessions 8 and 9, Perry (currently known as Fisher Lake Lane) and a line formed by the extension of the northerly boundary of Lot 34, Plan M312, Bethune (currently municipally described as 63 Woodland Lane)

   being of part PIN 52157-0505 (LT), the whole of said PIN being legally described as RDAL BTN TWP OF PERRY AND TWP OF BETHUNE BTN RDAL BTN CON 10 & CON 11 AND PERBETH LAKE, E OF CENTRE LINE; KEARNEY, and being part of PIN 52160-0538 (LT), the whole of said PIN being legally described as RDAL BTN TWP OF PERRY AND TWP OF BETHUNE W OF THE CENTRE LINE BTN THE RDAL BTN CON 10 AND CON 11 & THE SHORE RDAL AROUND FISHER LAKE; PERRY

   and as generally shown on the attached Schedule "A".

2. That the part of the Original Road Allowance identified in section 1 herein, now known as Woodland Lane, is hereby renamed Patton Road South.

3. That the Clerk is hereby authorized to register a certified copy of this by-law on title to the Original Road Allowance between the Township of Perry and the Geographic Township of Bethune (now in the Town of Kearney).

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4. That this Council hereby authorizes the Mayor and Clerk to sign all documents and take all action necessary to carry out the intent of this By-law.

5. That this By-law shall come into force and effect on the later of the date of passing of this By-law or the date that The Corporation of the Town of Perry passes a corresponding assumption and renaming by-law with respect to the part of the Original Road Allowance identified in section 1 herein.

READ a first, second and third time and finally passed this ___ day of _____, 2026.

_____
Mayor

_____
Clerk

DRAFT

SCHEDULE “A” TO BY-LAW NO. [XXXX-XX]

OF THE CORPORATION OF THE TOWN OF KEARNEY

(insert map)

DRAFT