

TOWN OF KEARNEY

AGENDA

REGULAR COUNCIL MEETING

Council Chambers

Wednesday, September 23, 2026 – 6:00 p.m.

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

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

4. Delegations/Presentations/Public Meetings

- 4.1. Public Meeting regarding Purchase of Unopened Road Allowances – Duck Lake p.3
- 4.2. Public Meeting regarding Fisher Lake Roads p.4
- 4.3. Delegation – Mark Menhennet – Chetwynd Road access to property p.10

5. Consent List

- 5.1. DRAFT Regular Council Meeting Minutes p. 11
- 5.2. DRAFT Special Council Meeting Minutes p. 15
- 5.3. Payment Register p. 17

6. Items Referred from the Consent List

7. Items for Discussion

- 7.1. Draft Flag Policy p.21
- 7.2. Draft Festivals & Special Events Policy p.26
- 7.3. Memo Transfer Payment Agreement – NORDS p.32
- 7.4. DRAFT Agreement for Road Use/Construction – Frank Heran and Rob Chiaramida (1001551987 ON Inc.) p. 67
- 7.5. DRAFT Consent Agreement (Bennett) p. 75
- 7.6. Clarification on Procurement Bylaw process p. 76

8. Notice of Motion

9. Correspondence for Information - nil

10. Bylaws

- 10.1 2026-47 Being a By-law to approve a Dormant Permit Policy for the building department p. 77
- 10.2 2026-48 Being a By-law to authorize entering into an agreement for alternate CBO services with the Town of Huntsville
- 10.3 2026-49 Being a By-law to enter into a Development Agreement regarding consent application B-040-24 and B-041-24 (Bennett)
- 10.4 2026-50 Being a By-law to enter into a Road Use Agreement with Frank Heran and Rob Chiaramida (1001551987 ON Inc.)

11. Closed Session

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

- (2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board
- (2)(d) Labour Relations or Employee Negotiations

12. Confirming Bylaw

By-law 2026-51 Being a by-law to confirm the proceedings of Council

13. Adjournment



NOTICE

A Public Meeting
Will be held by the
Council of the Corporation of the Town of Kearney
Senior's Room
8 Main St, Kearney ON

Wednesday, September 23, 2026
6:00 pm

TAKE NOTICE that the Council of the Corporation of the Town of Kearney will consider supporting the application in principle to Stop Up, Close and Sell the following un-opened Road Allowances leading to water:

1. A portion of the 10th Concession, Proudfoot Township, between Lots 15 & 16, identified as part of PIN 52149-0627 and part of PIN 52150-0229
2. A portion of the 15th Side Road, Proudfoot Township, between Concession 10 and 11, identified as part of Pin 52150-0202 and part of 52150-0201

Map of the affected lands





Staff Report

Staff Report No. SR2026-50
Date: September 23, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Tom Young, Public Works Superintendent
Subject: Road Discussion on Fisher Lake subdivision

Recommendation:

THAT Council receives SR2026-50 as information and provides direction to Staff.

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-round maintenance standards.

Survey lines will be verified shortly by an OLS. Staff have staked both these roads out to see the road allowance boundaries, best we can without OLS verification. Where road surfaces are existing for within the subdivision, they are within the road allowance boundary and can be improved on the existing road allowance without the need to expropriate any lands. Bringing 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 Tender for the roads in this subdivision that was publicly advertised on the Town's website and social media. Two tenders were received for the construction of the roads within this subdivision.

Option 1 – Gift unopened road allowances in their entirety

The Town would gift the whole of the unopened road allowances within the subdivision to all abutting landowners in joint tenancy. This requires all landowners to be in agreement to take over ownership of the unopened road allowances as a true private road. There is no municipal road maintenance or fire service with this option. Abutting landowners would have care and control over their own private road and costs associated, would be borne by the landowners. Due to no formal condominium road agreement, the abutting landowners would have no legal requirement to pay into the maintenance of the true private road. This option as well, removes frontage on a municipally owned road, which could have an impact on real property values as well as implications for future Planning Act Applications. The gifting of unopened road allowance processes typically take close to a year to complete with a single property owner.

Option 2 – gift only Blue Jay Lane and Island View Rd and open Fisher Lake Lane within the subdivision

Island View Rd and Blue Jay Lane have a 10.06 m road allowance, this would be just enough room to build a road with ditches but there would not be enough road allowance to build a cul de sac without expropriating some land. For these reasons the Town could gift the unopened road allowance of Island View and Blue Jay Lane to the property owners to own in joint tenantry. Fisher Lake road allowance is 20.12 m so the Town can open the unopened road allowance for year-round maintenance with a cul de sac just passed the last driveway at the end, with the cul de sac meeting only a 10m turning radius. From a maintenance and emergency vehicle perspective, cul de sac's are positioned passed the last driveway and would require the entirety of the unopened road allowance width – roughly 15m turning radius. While the Town has existing turning circles which do not meet this standard, the existing standard for any newly created roads are that of a 15m turning radius, or 30m diameter. Staff are waiting on an OLS verification for stakes in order to be certain about any encroachments on the unopened road allowances prior to construction taking place. For the portions being gifted/sold, the abutting landowners would have care and control over their own private road and costs associated, would be borne by the landowners. Due to no formal condominium road agreement, the abutting landowners would have no legal requirement to pay into the maintenance of the true private road. This option as well, removes frontage of properties on a municipally owned road, which could have an impact on real property values as well as implications for future Planning Act Applications. The gifting of unopened road allowance processes typically takes close to a year to complete.

Option 3 – Maintained roads with a cul de sac at each end

If the Town was going to open all the unopened road allowances on all the roads in the subdivision, there would have to be cul de sacs at the end of each of the three unopened road allowances. As stated above, there is not a wide enough road allowance to get a 15m turning radius at the end of Island View and Blue Jay. From a maintenance and emergency vehicle perspective, cul de sac's are normally positioned passed the last driveway and would require the entirety of the unopened road allowance width – roughly 10m turning radius. While the Town has existing turning circles which do not meet this standard, the existing standard for any newly created roads are that of a 15m turning radius. Staff are waiting on an OLS verification for stakes in order to be certain about any encroachments on the unopened road allowances prior to construction taking place.

Conclusion:

Staff await Council direction on which option they would like to move forward with.

Prepared by:

Tom Young, Public Works Superintendent



Staff Report

Staff Report No. SR2026-51
Date: September 23, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Jenny Leblond, Treasurer
Subject: Fisher Lake, Islandview and Blue Jay Roads Costing

Recommendation:

THAT Council receives SR2026-51 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. Staff have tendered for multiple roads and will be discussing costs for Fisher Lake, Islandview and Blue Jay at this meeting.

These roads are in a bit of a different situation than some of the other roads in the multiple road project because they are part of a subdivision. Residents on Islandview and Blue Jay must drive on Fisher Lake to get to their roads. All three of these roads are part of the M312 subdivision and each parcel sharing in the costs has frontage/access on either Fisher Lake, Islandview or Blue Jay.

The technical information on these three roads will be included in another report by the Public Works Superintendent.

Analysis/Options:

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

Total estimated costs for each road are:

Fisher Lake \$125,000
Islandview \$50,000
Blue Jay \$30,000

PLEASE NOTE: These estimates include surveying, construction and materials, plus any legal/by-law registration costs.

Option 1 – Local Improvement Charges

The following Local Improvement Charges are based on road frontage in metres. There is a per road calculation and a subdivision calculation. There is not a big difference between the two estimates.

metres	Est. Cost shared in the subdivision	Est. Cost each road separately
Fisher Lake		
33.3	3367.77	3391.04
31.4	3175.61	3197.56
32.8	3317.20	3340.12
31.6	3195.84	3217.92
31.3	3165.50	3187.37
162	16383.74	16496.95
83.3	8424.48	8482.69
123.8	12520.41	12606.92
30.8	3114.93	3136.46
44.9	4540.92	4572.30
56.2	5683.74	5723.01
54	5461.25	5498.98
114.8	11610.20	11690.43
187	18912.09	19042.77
91.4	9243.66	9307.54
26.1	2639.60	2657.84
92.8	9385.25	9450.10
Islandview		
50.2	5076.94	4512.68
51.1	5167.96	4593.59
91.8	9284.12	8252.28
49.9	5046.60	4485.72
50.01	5057.72	4495.60
5	505.67	449.47
5	505.67	449.47
47.1	4763.42	4234.01
52.6	5319.66	4728.43
121	12237.24	10877.19
32.5	3286.86	2921.56
Blue Jay		
5	505.67	616.52
5	505.67	616.52
126.1	12753.02	15548.71
107.2	10841.58	13218.25

Option 2 – Special Service Charges

Special Service Charges estimates for the properties can be based on assessment value, or frontage on the road. It is to have a direct link to the parcel of land getting the improvement. Council can look at the Special Services charge as a subdivision and the costs be shared for all three roads combined or by each road. The Special Service Charge could be calculated using assessment values to get the percentage ratio, as shown below.

Fisher Lake (assessment)	Percentage Share	Est. Cost
195000	6.67	8334.76
294000	10.05	12566.25
170000	5.81	7266.20
177000	6.05	7565.40
372000	12.72	15900.15
113000	3.86	4829.89
53000	1.81	2265.34
115000	3.93	4915.37
145000	4.96	6197.64
145000	4.96	6197.64
232000	7.93	9916.22
289000	9.88	12352.54
72000	2.46	3077.45
146000	4.99	6240.38
20500	0.70	876.22
192000	6.57	8206.53
<u>194000</u>	<u>6.63</u>	<u>8292.02</u>
2924500	100.00	

Islandview (assessment)	Percentage Share	Est. Cost
103000	4.21	2105.48
65000	2.66	1328.70
251000	10.26	5130.83
292000	11.94	5968.93
198000	8.09	4047.42
532000	21.75	10874.90
274000	11.20	5600.98
200000	8.18	4088.31
236000	9.65	4824.20
72000	2.94	1471.79
<u>223000</u>	<u>9.12</u>	<u>4558.46</u>
2446000	100.00	

Blue Jay (assessment)	Percentage Share	Est. Cost
408000	62.58	18773.01
93000	14.26	4279.14
74000	11.35	3404.91
<u>77000</u>	<u>11.81</u>	<u>3542.94</u>
652000	100.00	

Entire Subdivision (assessment)	Percentage Share	Est. Cost
195000	3.237858	6637.61
294000	4.881694	10007.47
170000	2.822748	5786.63
177000	2.938979	6024.91
372000	6.176837	12662.52
113000	1.876297	3846.41
53000	0.880033	1804.07
115000	1.909506	3914.49
145000	2.407638	4935.66
145000	2.407638	4935.66
232000	3.852221	7897.05
289000	4.798672	9837.28
72000	1.195517	2450.81
146000	2.424242	4969.70
20500	0.34039	697.80
192000	3.188045	6535.49
194000	3.221254	6603.57
103000	1.710253	3506.02
65000	1.079286	2212.54
251000	4.167704	8543.79
292000	4.848485	9939.39
198000	3.287671	6739.73
532000	8.833541	18108.76
274000	4.549606	9326.69
200000	3.32088	6807.80
236000	3.918638	8033.21
72000	1.195517	2450.81
223000	3.702781	7590.70
408000	6.774595	13887.92
93000	1.544209	3165.63
74000	1.228726	2518.89
77000	1.278539	2621.00

Option 3 – Fees and Charges By-law

The estimated cost broken down by road and shared equally per parcel:

Fisher Lake \$7,352.94
Island Lake \$4,545.45
Blue Jay \$7,500.00

The estimate cost broken down by subdivision and shared equally:

Each Parcel \$6,406.25

Prepared by:
Jenny Leblond, Treasurer

Subject: Request for Restoration of Historical Access Point (PIN 52149-0420) Opposite 3088 Chetwynd Road

Executive Summary This presentation requests Council's direction to restore vehicular access to PIN 52149-0420. This entrance represents the sole access to the property and follows the historic and public Burk's Falls Colonization Road. The road approach was removed during Town Public Works ditching operations in the summer of 2025, leaving the property fully landlocked and inaccessible to the owners. The objective of this delegation is to achieve a practical, collaborative resolution with Council and staff.

Requested Council Action Direct Public Works staff to re-establish the former access approach off Chetwynd Road, including the installation of a proper entrance culvert, to restore safe vehicular access to PIN 52149-0420 along the Burk's Falls Colonization Road.

The Corporation of the Town of Kearney
REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, September 3, 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/C)
Jenny LeBlond, Treasurer (T)
Cindy Filmore, Deputy Clerk (DC)
Tom Young, Public Works Superintendent (PWS)
Paul Schaefer, Chief Building Official / Fire Chief (CBO/FC)
Scott Woodworth, Deputy Chief Building Official/Facilities Manager (DCBO/FM)

The CAO/C was present for the entirety of the meeting. The T was present for the public portion of the meeting and a portion of the closed session. The CBO/FC, the DCBO/FM, the PWS and the DC were 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.

A Moment of Silence was held to honour the memory of Jeff Johnston
2. **Approval of Agenda**
Resolution 2026-190
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of August 13, 2026, as amended:
Amended to Add:
7.12 Discuss Colonization Road
CARRIED
3. **Disclosure of Interest**
None Noted
4. **Delegations/Presentations/Public Meetings - nil**
5. **Consent List**
Resolution 2026-191
Moved by: Councillor Pateman; Seconded by: Councillor Beaucage;
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, September 3, 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. SR2026-46 on Tandem Plow Truck
Resolution 2026-192
Moved by: Councillor Pateman; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts the Staff Report SR2026-46 regarding the Tandem Dump Truck; AND FURTHER THAT Council approve the purchase of prebuilt 2027 Freightliner Tandem Dump Truck for \$374,770 plus HST (includes box, plow and wing, box painted yellow and cab painted white, plus screens) from Gin-Cor.
CARRIED

7.2. DRAFT Dormant Permit Policy – Building Department

Resolution 2026-193

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the DRAFT Dormant Building Permit Policy for the Building Department; AND FURTHER THAT Council directs Staff to bring back this policy for passing at a future Council meeting.

CARRIED

7.3. DRAFT Agreement with the Town of Huntsville Building Department

Resolution 2026-194

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the DRAFT Bylaw to enter into an agreement with the Town of Huntsville Building Department; AND FURTHER THAT Council directs Staff to bring back this bylaw to a future Council meeting for passing.

CARRIED

7.4. DPSMA Fall Meeting – September 25 – Carling Twp.

Resolution 2026-195

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the information regarding the District of Parry Sound Municipal Association Fall Meeting; AND FURTHER THAT Council authorizes the following Council to attend the meeting in Carling, ON: Councillor Beaucage, Councillor Sharer, Mayor Philip.

CARRIED

7.5. Road deviation re: Bennett Severance

Resolution 2026-196

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Staff Memo regarding the Road Deviation of Echo Ridge Road and the Bennett Severance; AND FURTHER THAT Council approves the passing of the Bylaw to accept these deviation portions, which will take place later in this meeting.

CARRIED

7.6. Road deviation on Echo Ridge re: Algonquin Heights

Resolution 2026-197

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives and accepts the Staff Memo regarding the deviation of Echo Ridge Road that passes through land belonging to Algonquin Heights.

CARRIED

7.7. Memo: Echo Ridge Road Culvert Failure

Resolution 2026-198

Moved by: Councillor Pateman; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby directs Staff to replace 1500mm culvert on Eco Ridge Road at Lynx Lake for a cost of up to a maximum of \$75,000.00; AND FURTHER THAT the money comes from Surplus or Reserves; AND FURTHER, if the culvert cannot be completed before the hard surfacing is scheduled that the section from Stoeger's Road to Balsam Drive remain gravel till spring and be completed then.

CARRIED

7.8. Discussion regarding Colonization Road

Resolution 2026-199

Moved by: Councillor Sharer; Seconded by: Councillor Beaucage

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney will hold a Special Meeting on Thursday, September 10 at 10:30 am to meet with all owners on the Colonization Road and their legal counsel and Staff to determine how all would like to go forward and that all construction on the road cease until after the meeting; AND FURTHER THAT Council provide direction to Staff to provide the following options as information at the Public Meeting noted above: 1) Gift unopened road allowance in its

entirety 2) gift a portion of the unopened road allowance 3) create 2 maintained roads with a cul de sac at each end 4) create a through road that be municipally maintained.
CARRIED

Resolution 2026-200

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney agrees to continue the meeting contrary to Section 3.5 of the Town of Kearney's Procedure Bylaw
CARRIED

7.9. SR2026-47 on EV charging stations update

Resolution 2026-201

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED THAT Council receives and accepts SR2026-47 regarding the EV Charging Stations Update; AND FURTHER THAT Council approve an additional cost of up to \$59,000 to implement the EV charging stations project; AND FURTHER THAT this additional cost be recovered from the revenue generated by the charging stations.
CARRIED

7.10. Memo: Ecovue Consulting OP Budget update

Resolution 2026-202

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the report from EcoVue Consulting Services; AND FURTHER THAT Council accepts the anticipated additional work of EcoVue Consulting to complete the passing of the new Official Plan for the Town of Kearney at a cost of \$6,500.00
CARRIED

7.11 SR2026-48 Public Works Building – Interim Safety Repairs and LT Replacement Strategy

Resolution 2026-203

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives Staff Report 2026-38 regarding the Public Works Building – Interim Safety Repairs and LT Replacement Strategy for information; AND FURTHER THAT Council directs Staff to follow through with the recommendations included in the Staff Report SR2026-48, which states Immediate Actions to be taken within 90 days
CARRIED

7.12 Support in Principle Road and Shore Road Allowance Application – Duck Lake

Resolution 2026-204

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney receives the applications form Future Dwelling Limited regarding their proposed purchases of various portions of Shore Road and Road Allowance adjoining their properties; AND FURTHER THAT Council approves in principle the shore road allowances within the application, pending investigation and advice from legal counsel; AND FURTHER THAT Council directs Staff to hold a public meeting at the next regular meeting of Council regarding the unopened road allowances leading to water
CARRIED

8. Notice of Motion – nil

9. Correspondence for Information

Resolution 2026-205

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney receives correspondence list from September 3, 2026, for information; 9.1 KWEF August Newsletter.
CARRIED.

10. By-laws

Resolution 2026-206

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer

BE IT RESOLVED that the following by-laws be read a first, second and third time, be passed by the Council of the Corporation of the Town of Kearney, signed by the Mayor and Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book: 1. By-law 2026- 45 Being a Bylaw authorize the acquisition of paper title to part of Echo Ridge Road legally described as Part of Lot 8, Concession 7, Geographic Township of Bethune, now in the Town of Kearney, designated as Part 4

on Plan 42R22986
CARRIED

11. **Closed Session**

Resolution 2026-207

Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney moves into closed session, at 7:56 p.m., under Section 239 of the Municipal Act, under the following subsections:
2(b) Personal Matters about an Identifiable Individual, including municipal or local board employees;
2(d) Labour Relations or Employee Negotiations
2(f) Advice that is subject to solicitor-client privilege

CARRIED

Councillor Beaucage left the meeting during closed session and did not return due to a noted interest in a closed session matter.

Resolution
2026-208 Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 9:50 pm
CARRIED

12. **Confirming By-law**

Resolution 2026-209
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED that By-law 2026-46 being a by-law to Confirm the Proceedings of the Regular Meeting of September 3, 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 2026-210
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED THAT the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 9:52 pm
CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

The Corporation of the Town of Kearney
SPECIAL COUNCIL MEETING MINUTES
Council Chambers
Thursday, September 10, 2026 – 10:30 a.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/C)
Jenny LeBlond, Treasurer (T)
Cindy Filmore, Deputy Clerk (DC)
Tom Young, Public Works Superintendent (PWS)
Paul Schaefer, Chief Building Official / Fire Chief (CBO/FC)

The CAO/Clerk was present for the entirety of the meeting. The Treasurer, the Chief Building Official/Fire Chief, and the Public Works Superintendent and the Deputy Clerk were present for the Public portion of the meeting.

1. **Call the Meeting to Order**
The meeting was called to order at 10:30 a.m.
2. **Approval of Agenda**
Resolution 2026-211
Moved by: Councillor Beaucage; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney adopts the Agenda of August 13, 2026, as amended:
Amended to Add:
5. Closed Session under Section 239 of the Municipal Act, Council will move into closed session under the following subsections: (2)(d) labour relations or employee negotiations.
CARRIED
3. **Disclosure of Interest**
Keven Beaucage declared a pecuniary interest regarding closed session as a family member is a member of Staff
4. **Items for Discussion**

4.1 Discussion Regarding Colonization Road
The Mayor directed the CAO/Clerk to read aloud the emails from George & Karen Pudsey and Kim & Bob Harrison regarding their desire for options of the proposed work on the Colonization Road.

The Mayor asked the Rondinelli legal counsel if he had input as to their preference; Marc Kermer advised the Rondinelli family had 2 preferred options:

1) 2 cul-de-sacs on the road allowance between the 2 driveways belonging to Mr. Lee's , estate and one at the entrance of their driveway.
2) through road – not as environmentally friendly in their opinion but placed as far east as possible on the road allowance.

Resolution 2026-212
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney directs Staff to have an OLS stake the road allowances for all the roads within the 7-8-9 road project; AND FURTHER that Staff be directed to continue with construction of a through road on the unopened colonization road/road allowance.
CARRIED

5. **Closed Session**

Councillor Beaucage recused herself from the meeting at this point and did not return due to the nature of the closed session discussions (Union Negotiations)

Resolution 2026-213

Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward;
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session under(2)(d) Labour Relations or Employee Negotiations at 10:55 am
CARRIED

Resolution 2026-214

Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 12:00 pm
CARRIED

6. **Adjournment**

Resolution 2026-215

Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED THAT the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 12:01 pm
CARRIED

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

Town of Kearney
A/P Batch Reports (September 3 - 9)
Batch: 2026-00097 to 2026-00101

Bank Code - AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
35761	9/8/2026	VOID - Cheque Printing				
35762	9/8/2026	Abell Pest Control				
		A8281623		September Pest Control	63.28	
		A8213603		September Pest Control	70.01	
		A8267695		September Pest Control	189.28	322.57
35763	9/8/2026	Bell Mobility Inc.				
		Aug 11/26 BD		August Cell Phone	7.35	
		Aug 11/26 FD		August Cell Phone	16.67	
		Aug 11/26 PW		August Cell Phone / Data Flex	41.54	65.56
35764	9/8/2026	Bell Canada (Internet)				
		July 19/26		July Internet	180.68	
		July 19/26 Int		July Interest	5.26	
		Aug 19/26		August Internet	180.68	366.62
35765	9/8/2026	Bish, Leonard or Carolyn				
		Rfnd 260101-009		Refund Driveway Deposit	500.00	500.00
35766	9/8/2026	BKC Inc.				
		INV-3657		2023 Freightliner Repairs	869.43	
		INV-3656		Mobile pump and ladder testing	1,747.42	2,616.85
35767	9/8/2026	Burk's Falls Building Ctr Ltd				
		2275499		Boardwalk repairs	197.75	
		2275310		Caulking	31.01	228.76
35768	9/8/2026	Canada Post Corporation				
		98000581129		Final Tax Bill Mailing	2,231.06	2,231.06
35769	9/8/2026	Canadoor Door Systems Inc.				
		128248266		Garage Door Repair	4,041.65	4,041.65
35770	9/8/2026	Central Supply Solutions				
		2026-3865		Industrial Coffee Urn Filters	112.99	112.99
35771	9/8/2026	CUPE Local 1813				
		August/26 Dues		August Union Dues	781.21	781.21
35772	9/8/2026	Derrick Johnstone Construction				
		3403		Road Side MOWing (July & Part At	10,509.00	10,509.00
35773	9/8/2026	Eastholme				
		Sept/26 Levy		September 3rd quarter levy	37,067.25	37,067.25
35774	9/8/2026	Fisher's Regalia				
		59435		T-Shirts	718.91	718.91
35775	9/8/2026	Glen Martin Ltd.				
		438333		Maintenance Supplies	558.11	558.11
35776	9/8/2026	Gordon, Carly				
		CG Aug 15/26		Reimburse Expenses	46.80	46.80
35777	9/8/2026	Graham, Gary				
		GGLabour Day/26		Labour Day Music Performance	100.00	100.00
35778	9/8/2026	Mashinter, Amanda				
		AM August/26		Reimburse Expenses	76.09	
		Jul-Aug/26 Fit		July - Aug Fitness Instructor Fees	2,350.40	2,426.49
35779	9/8/2026	Ministry of Finance - Ontario				
		392708261256087		July OPP LSR Policing Services	29,182.00	
		392608260859084		April-June OPP LSR Revenues	-418.56	28,763.44
35780	9/8/2026	Minister of Finance, Ontario				

Town of Kearney
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COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			AM46362	Annual Licence Renewal	2,068.50	
			BC10162	Annual Licence Renewal	3,222.25	
			BN64378	Annual Licence Renewal	265.25	
			BX13362	Annual Licence Renewal	3,222.65	
			BY83780	Annual Licence Renewal	265.25	
			CF38710	Annual Licence Renewal	947.50	9,991.40
35781	9/8/2026	Muskoka Springs Inc				
		268015		Water Jugs	168.69	168.69
35782	9/8/2026	OMERS				
		Aug/26 Pension		August Pension Contributions	14,863.50	14,863.50
35783	9/8/2026	Rickwards Small Motors Inc				
		Quote #11439		Zero turn mower	11,757.65	11,757.65
35784	9/8/2026	Rogers Wireless				
		Aug 20/26		5G Business Internet Pro	90.40	
		Aug 20/26 Int		Interest	2.49	92.89
35785	9/8/2026	Sharer, Jill				
		JS/26 CUPE Kms		Mileage for Negotiations	49.64	
		JS/26 ConReimb		Ottawa Conference Exps	747.19	796.83
35786	9/8/2026	Stead, Matt				
		MS Aug15/26		Reimburse Expense	10.37	10.37
35787	9/8/2026	Town Of Parry Sound				
		IVC000000024375		POA Settlement	2,467.96	2,467.96
35788	9/8/2026	Township Of Ryerson				
		RTO 2026-039		Regional Fire Training 3rd qtr levy	4,170.40	4,170.40
35789	9/8/2026	Vianet				
		629327-260901-1		September Pevensey Tower Rent	79.04	79.04
					Total Computer Cheque:	135,856.00

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
476	9/8/2026	2762841 Ontario Inc.				
		Rfnd 260085-025		Refund Driveway Permit Deposit	500.00	500.00
477	9/8/2026	Agriculture Forestry Construction Inc.				
		9540		Reapirs	2,299.72	2,299.72
478	9/8/2026	Annex Business Media Inc.				
		BK0022932		Water Resuce Principles	465.83	465.83
479	9/8/2026	Bowman Fuels Ltd.				
		864180		Diesel Fill (Aug 17)	1,760.36	
		864181		Diesel Fill (Aug 17)	2,181.80	
		853551 / 853552		Balance owed on EFT pymnt 427	676.42	
		69980 Int		Interest	13.53	4,632.11
480	9/8/2026	Camfil Canada, Inc. Laval				
		1103588		AP13 SC-4x24x16	263.47	263.47
481	9/8/2026	Canadian Microwave				
		15873		Sept Pevensey Tower & shelter sp	395.50	395.50
482	9/8/2026	Cedar Signs Inc.				
		INV/2026/3394		Letters & Numbers	138.14	138.14
483	9/8/2026	CGIS Centre				
		46296		Slims Contracted Services (Oct-Dec)	3,582.69	3,582.69

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EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
484	9/8/2026	DWF (Ontario) LLP	199-003971	C-4MJW-004252-49063-Cyber-20:	2,939.13	2,939.13
485	9/8/2026	Fetterley's Gas & Convenience c/o	Aug5-18/26 FD	Vehicle Fuel	261.68	
			Aug5-18/26 FD/b	Water system supplies	45.38	
			Aug5-18/26 PW/s	Various shop supplies	84.83	
			Aug5-18/26 T113	Vehicle Fuel	127.00	
			Aug5-18/26 PK	Vehicle Fuel	277.22	
			Aug5-18/26 PK/s	Various supplies	67.13	
			Aug5-18/26 BD	Vehicle Fuel	86.78	
			Aug5-18/26 KCC	Various supplies	140.34	
			Aug18-29 FD	Vehicle Fuel	397.00	
			Aug18-29/26PW/s	Shop Supply	9.02	
			Aug18-29/26 PK	Vehicle Fuel	144.00	
			Aug18-29/26PK/s	Various outdoor supplies	133.29	
			Aug18-29/26 TS	Vehicle Fuel	100.01	
			Aug18-29/26 KCC	Supplies	17.99	1,891.67
486	9/8/2026	Fibernetics Corporation	805363	September Telephone	33.89	
			805357	September Telephone (King William)	33.83	
			805347	September Telephone (Kallio)	95.92	
			805327	September Telephone	186.33	
			805329	September Telephone	39.48	389.45
487	9/8/2026	Hydro One Inc.	Sept 3/26GenGov	July Hydro	761.33	
			Sept3/26 Lib	July Hydro	203.01	
			Sept3/26 KCC	July Hydro	1,573.40	
			Sept3/26 LP	July Hydro	60.13	
			Sept3/26 KWTS	July Hydro (King William)	41.69	
			Sept3/26 StLts	July Hydro	338.25	
			Sept3/26 Dock	July Hydro	29.60	
			Sept3/26 KTS	July Hydro (Kallio)	104.52	
			Sept3/26 PW	July Hydro	328.90	
			Sept3/26 FD	July Hydro	229.59	3,670.42
488	9/8/2026	Hydro One Inc.	304618150	BP#120619493 Kearney EV	26,083.10	26,083.10
489	9/8/2026	1450962 Ont Inc.	17338	August portable service	84.75	
			17336	August portable service (Kallio)	113.00	
			17339	August portable service (King William)	113.00	310.75
490	9/8/2026	Kearney-Perry Joint WasteManagement	2026-3QK	3rd qtr levy	27,327.91	27,327.91
491	9/8/2026	Lake Country Office Solutions	121853	August fax service	33.90	
			121715	July photocopy fees	576.71	610.61
492	9/8/2026	Mathews, Dinsdale, & Clark	526755 Gen	General Labour & Employment	3,112.02	
			526755 BD	General Labour & Employment	1,037.34	
			518703	Negotiations	3,905.28	
			518704	General Labour & Employment	2,562.84	
			526754	Negotiations	366.12	10,983.60

Date Printed
9/15/2026 3:29 PM

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EFT

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
493	9/8/2026	Moran, Bethany BM MTO Test	Reimburse Expense MTO Drivetes	146.50	146.50
494	9/8/2026	Muskoka Rent-All Huntsville 516693	Drill Bits for Monument	33.84	33.84
495	9/8/2026	NorthBay ParrySound District Health U Sept/26 Levy	September levy	2,599.14	2,599.14
496	9/8/2026	Novexco Inc 94992025 Gen 94992025 BD 94992025 FD 94992025 KCC 94992025 PW	Day Planner Day Planner Day Planner Day Planner Day Planner & Notebook	55.36 55.36 55.36 55.36 72.44	293.88
497	9/8/2026	Russell Christie LLP 52097442 Gen 52097442 BD 52097467 Aug10 52097464 Jul20 52097462 Aug10	General Legal Matters General Legal Matters Building Code Infraction Contract Discussion PW Tax Arrears (09158)	638.84 213.23 2,023.19 141.25 310.00	3,326.51
498	9/8/2026	Samba Squad / Rick Lazar LabourDayMus	Labour Day Music Performance	3,200.00	3,200.00
499	9/8/2026	Tatham Engineering Ltd 108700 108701 108768 108875	PW Building Assessment Residential Assessments 2026 OSIM Inspections Various Engineering Services	1,700.65 7,302.63 2,473.29 322.05	11,798.62
500	9/8/2026	Corporation of the Township Of Armou ARM 26-114	Annual Animal Control Fees	3,559.50	3,559.50
501	9/9/2026	Canada Contracting Sunshine Inc. INV-267838	EV Charger Installation (50% Depc	25,850.68	25,850.68
502	9/9/2026	Fetterley's Gas & Convenience c/o Aug18-29/26 T13	Balance owed on EFT Payment #4	149.00	149.00
				Total EFT:	137,441.77
				Total AP:	273,297.77

Date of Report: September 15, 2026

Report Prepared for Council Meeting on September 24, 2026

POLICY TITLE: Municipal Flag Policy	POLICY NO: TBD	EFFECTIVE DATE: TBD
ORIGIN: Community Engagement	POLICY LEAD: Community Engagement & Recreation Coordinator	RESOLUTION #: TBD
LAST REVIEW DATE: TBD	ADOPTED BY: Town Council	PAGE NUMBER 1 of 4

1.0 PURPOSE

The Town of Kearney recognizes that flags are important symbols of nations, governments, communities, organizations, and shared values. The purpose of this policy is to establish a consistent framework for the display of flags at Town-owned facilities, including the half-masting of flags, the use of a designated Community Flagpoles, and the consideration of requests from community organizations to raise or display flags. This policy is intended to ensure that flag displays are managed respectfully, consistently, and in a manner that reflects the Town of Kearney's civic responsibilities and community identity.

2.0 DEFINITIONS

CAO/Clerk: Means the Chief Administrative Officer/Clerk for the Town of Kearney, or their designate.

Community Flagpoles: Means the flagpoles designated by the Town for the display of community, commemorative, or awareness flags. The Town of Kearney maintains three designated Community Flagpoles at the following municipal and community locations:

- Kearney Community Centre and Municipal Office;
- Mirror Bay Town Dock; and
- Kearney Lions Park.

These Community Flagpoles may be used for the display of approved community, commemorative, or awareness flags in accordance with Sections 7.0, 8.0, and 9.0 of this policy.

Flying a Flag at Half-Mast: Means flying a flag at a position that is approximately equal distance from the top and bottom of the flagpole to mark a period of official mourning or a solemn commemorative occasion.

National Flag of Canada: Means the flag approved by the Parliament of Canada as the national symbol of Canada.

Town Flag: Means the official flag approved by the Town of Kearney to represent the municipality.

3.0 APPLICABILITY

This policy applies to flags displayed on flagpoles located at Town-owned or operated facilities and to requests for the raising or display of flags on designated Community Flagpoles.

4.0 GUIDING PRINCIPLES

4.1 National Flag of Canada

The National Flag of Canada may be flown at Town-owned facilities and public spaces in accordance with applicable flag etiquette and this policy. Where the National Flag of Canada is displayed with other flags, the Town will observe the appropriate order of precedence and protocols established by the Government of Canada. Flag display in Canada is not governed by legislation.

4.2 Town of Kearney Flag

The Town Flag may be displayed at Town-owned facilities and municipal events as determined by the Town.

5.0 HALF-MASTING OF FLAGS

The flying of flags at half-mast denotes a period of official mourning or commemoration. Unless circumstances prevent the lowering of a flag at that time, as determined by the CAO/Clerk, the Town will fly the National Flag of Canada and other flags forming the same display at half-mast upon notification of a death until the day of the funeral or memorial service for:

- The Sovereign or spouse;
- The current Governor General of Canada;
- The current Prime Minister of Canada;
- The current Lieutenant Governor of Ontario;
- The current Premier of Ontario;
- The current Member of Parliament or Member of Provincial Parliament representing the Town of Kearney;
- The current Mayor, a former Mayor, a current Member of Council, or a former Member of Council;
- A current Town employee or, at the discretion of the CAO/Clerk, a former Town employee of merit;
- An Ontario Provincial Police officer who dies in the line of duty;
- A resident of the Town of Kearney who is a member of the Canadian Armed Forces and is killed while deployed on operations; or
- A Town of Kearney firefighter who dies in the line of duty, or another firefighter whose death is determined appropriate for recognition by the Fire Chief and CAO/Clerk.

The CAO/Clerk or designate may direct the half-masting of flags in the event of the death of an individual not identified above or to recognize or commemorate another solemn occasion.

5.1 National Commemorative Days

The Town will also fly flags at half-mast on days established by the Government of Canada for national commemoration. When a prescribed day falls on a weekend or a day when Town facilities are not regularly staffed, the CAO/Clerk may determine an appropriate period for half-masting.

- April 9 - National Day of Remembrance of the Battle of Vimy Ridge
- April 28 - National Day of Mourning for Persons Killed or Injured in the Workplace (Workers' Mourning Day);
- June 23 - National Day of Remembrance for Victims of Terrorism;
- The second Sunday in September - Firefighters' National Memorial Day, subject to applicable federal flag protocol;

- The last Sunday in September - Police and Peace Officers' National Memorial Day;
- September 30 - National Day for Truth and Reconciliation;
- November 11 - Remembrance Day; and
- December 6 - National Day of Remembrance and Action on Violence Against Women.

5.2 Community Recognition

The CAO/Clerk may authorize the half-masting of flags to recognize the death of a current or former long-term resident of the Town of Kearney where the individual:

- made significant contributions to the social, cultural, economic, civic, recreational, volunteer, or historical development of the community;
- received notable municipal, provincial, national, or international recognition;
- served the community in a distinguished public capacity; or
- is otherwise determined to have had a substantial and enduring connection to the Town of Kearney.

For the purposes of this section, a “former long-term resident” means a person who previously resided in the Town for a significant period and whose connection to the community remains widely recognized. The decision to authorize half-masting under this section shall be at the discretion of the CAO/Clerk.

6.0 FULL-MAST FLAG FLYING

Where the National Flag of Canada is half-masted, it will be flown at full-mast on Victoria Day and Canada Day, consistent with federal flag protocol, except where federal protocol provides otherwise due to the death of:

- The Sovereign;
- The current Governor General of Canada; or
- The current Prime Minister of Canada.

7.0 COMMUNITY FLAGPOLES

The designated Community Flagpoles may be used to display the Town Flag and approved community, commemorative, or awareness flags. The Town may establish recurring flag displays by resolution, policy, or administrative practice. When an approved community flag is displayed, another flag normally flown on the Community Flagpoles may be temporarily removed. The number of flags displayed on the Community Flagpoles at one time will be limited by the physical configuration of the flagpole and applicable flag etiquette.

8.0 SPECIAL PERMISSION FOR COMMUNITY FLAG FLYING

The Community Flagpoles may be used to celebrate achievement, increase public awareness, recognize community or partner organizations, acknowledge national or international distinction, or recognize significant contributions that enhance the Town of Kearney in a positive manner. Council authorizes the CAO/Clerk, in consultation with appropriate staff, to make decisions regarding flags displayed on the Community Flagpoles in accordance with this policy.

8.1 Eligible Requests

Requests for the raising and display of flags may be approved when they support:

- Community service, charitable, or not-for-profit organizations;
- Public health, education, or awareness campaigns;
- Community achievements;
- Multicultural and civic events;

- Community contributions; or
- Partner organizations.

8.1 Ineligible Requests

Requests will not be approved where the flag flying relates to:

- Political parties, political organizations, election candidates, or election campaigns;
- Religious organizations or religious events or celebrations;
- Celebrations, campaigns, or events contrary to Town policies or by-laws;
- Celebrations, campaigns, or events intended primarily for profit-making purposes;
- Messages that are contrary to the Town's values or that could reasonably be interpreted as the Town endorsing a commercial, political, or partisan position;
- Celebrations, campaigns, or events deemed inappropriate by the Mayor or CAO/Clerk; or
- Content that promotes discrimination, hatred, violence, or prejudice.

9.0 REQUEST PROCESS

Requests to raise or display a flag must be submitted in writing to the Office of the CAO/Clerk using any application or submission process established by the Town. Requests should be received a minimum of four (4) weeks before the requested date.

The Office of the CAO/Clerk will determine the timing and duration of an approved flag display. Where multiple requests conflict, approvals may be considered on a first-come, first-served basis, subject to municipal priorities and operational requirements.

The requesting individual or organization is responsible for providing the flag to the Town at least one (1) week before the approved flag raising. The Town may establish size and attachment requirements based on the applicable flagpole.

The requesting party is responsible for any media relations or advertising associated with the flag raising unless otherwise agreed to by the Town.

An organization's flag will generally be flown no more than once per calendar year. Organizations must submit requests annually. The Town is not responsible for flags that are damaged, lost, or weathered while in its possession or on display.

10.0 AUTHORITY AND ADMINISTRATION

The CAO/Clerk is responsible for the administration and interpretation of this policy and may establish procedures necessary for its implementation.

Nothing in this policy limits Council's authority to direct the raising, lowering, or display of flags by resolution.

11.0 POLICY REVIEW

This policy will be reviewed once per term of Council or as required by the CAO/Clerk or Council.

12.0 RELATED DOCUMENTS

[Government of Canada – National Flag of Canada etiquette;](https://www.canada.ca/en/canadian-heritage/services/flag-canada-etiquette/about.html)

<https://www.canada.ca/en/canadian-heritage/services/flag-canada-etiquette/about.html>

[Government of Canada – Rules for half-masting the National Flag of Canada;](https://www.canada.ca/en/canadian-heritage/services/flag-canada-masting-rules.html)

<https://www.canada.ca/en/canadian-heritage/services/flag-canada-masting-rules.html>

[Holidays Act, R.S.C., 1985, c. H-5, as amended](#); and
<https://laws-lois.justice.gc.ca/eng/acts/h-5/index.html>
Ontario Flag Protocol
<https://www.ontario.ca/document/flag-protocol>
Applicable Town of Kearney policies and by-laws

DRAFT



POLICY TITLE: Festivals & Special Events Policy	POLICY NO: TBD	EFFECTIVE DATE: TBD
ORIGIN: Community Engagement	POLICY LEAD: Community Engagement & Recreation Coordinator	RESOLUTION #: TBD
LAST REVIEW DATE: TBD	ADOPTED BY: Town Council	PAGE NUMBER 1 of 5

1.0 PURPOSE

The Town of Kearney recognizes that festivals and special events contribute to community well-being, civic pride, tourism, economic activity, volunteerism, culture, recreation, and opportunities for residents, visitors, businesses, and community organizations to connect.

The purpose of this policy is to establish a consistent, transparent, collaborative, and equitable framework for the planning and delivery of Town-run festivals and special events, including the participation of community organizations and vendors.

This policy is intended to clarify roles and responsibilities, support local participation, reduce conflicts, and ensure Town-run events are coordinated in a manner that serves the broader interests of the Kearney community.

2.0 DEFINITIONS

Community Organization: A local not-for-profit, service club, charitable group, volunteer association, board, advisory council, committee or other community-based organization that serves Kearney residents or contributes to the social, cultural, recreational, civic, or charitable life of the community.

Community Engagement Coordinator: The Town staff member designated to lead and support community engagement initiatives, including planning and facilitating community activities and events; building relationships with residents, businesses, community groups and organizations; supporting partnerships, sponsorships and community initiatives; gathering and reporting community feedback; and promoting alignment between community well-being and the Town's broader goals.

Festival or Special Event: A planned public or community-focused activity, celebration, festival, program, or gathering that takes place within the Town of Kearney and for which the Town assumes primary responsibility for planning, coordination, administration, communications, and/or delivery. Festivals and Special Events may include cultural, recreational, seasonal, charitable, sporting, artistic, or community celebrations and may involve entertainment, vendors, volunteers, community organizations, fundraising activities, food and beverage service, markets, demonstrations, competitions, or other related activities.

Volunteer Advisory Councils (VACs): A volunteer-based advisory body established or recognized by the Town of Kearney to support specific municipal initiatives, programs, events, or areas of community interest. Volunteer Advisory Councils work collaboratively with Town staff to provide local knowledge, ideas, recommendations, and volunteer support. VACs operate in an advisory capacity and do not have independent authority to make decisions, incur expenses, enter into agreements, or otherwise act on behalf of the Town unless expressly authorized by Council or Municipal staff.

Vendor: A business, individual, community organization, food provider, merchant, artisan, or other participant offering goods, food, services, information, activities, or outreach at an event.

Vendor Market: A designated area within a Town-run event where vendors and community organizations are assigned space to sell, distribute, display, promote, fundraise, or engage with the public.

3.0 APPLICABILITY

This policy applies to festivals and special events that are organized, coordinated, funded, or formally presented by the Town of Kearney. It applies to Members of Council, Town staff, participating community organizations, vendors, and other event participants, as applicable.

This policy does not govern independently organized community events where the Town's role is limited to a facility rental, permit, grant, sponsorship, or other municipal support, except where a condition of that support expressly requires compliance with this policy.

4.0 GUIDING PRINCIPLES

The Town of Kearney will organize and host Town-run Festivals and Special Events in accordance with the following principles:

Community Benefit

Events will be planned with consideration for community well-being, accessibility, inclusion, civic pride, local economic benefit, and positive visitor experiences.

Collaboration and Cooperation

The Town, community organizations, businesses, and event participants are expected to work cooperatively and in good faith.

Local First

Where feasible, the Town will prioritize opportunities for Kearney-based community organizations, businesses, vendors, performers, and service providers. The Town reserves the right to engage or invite vendors, performers, service providers, organizations, or other participants from outside of the Town of Kearney where doing so enhances the quality, variety, accessibility, or overall experience of the Festival or Special Event.

Fairness and Impartiality

Town staff will administer event invitation and participation to all Kearney-based community organizations consistently and will not grant favour for one independent community organization over another in matters relating to outreach, fundraising, solicitation, or organizational interests.

Safety and Compliance

All activities must comply with applicable legislation, municipal policies and/or by-laws, permits, insurance requirements, public health requirements, and reasonable event operating procedures.

5.0 ROLES AND RESPONSIBILITIES

5.1 Council

- Approves event budgets, service levels, and major event initiatives through the municipal budget or other Council authorization, as applicable.
- Considers requests requiring Council authority, including matters such as road closures, by-law exemptions, significant new event commitments, or other approvals required by municipal policy or legislation.
- Supports Town-run festivals and special events in a manner consistent with Council's Code of Conduct and established municipal policies.
- Respects the administrative role of staff in event operations, vendor coordination, site placement, and day-to-day implementation.

Community Engagement Coordinator

- Leads the development and implementation of engagement strategies.
- Plans and facilitates community engagement activities and events.
- Builds relationships and trust with residents, businesses, community groups and organizations.
- Collects, analyzes, and reports on community feedback.
- Supports partnerships, sponsorships, and community initiatives.
- Supports alignment between economic goals and community well-being.

Community Organizations

- Contributes local knowledge, connections, and volunteer support to help create welcoming and successful community events.
- Supports collaboration and community service among participating organizations.
- Works cooperatively with Town staff, volunteers, businesses, vendors, and other community organizations.
- Communicates with other organizations where fundraising, concession, or outreach activities may overlap.
- Works to resolve concerns collaboratively, professionally, and in good faith, with consideration for the broader community.
- Complies with applicable event requirements, permits, health and safety standards, and direction provided by Town staff.

Volunteer Advisory Councils

- Provides advice, recommendations, and community perspectives to support event planning and delivery.
- Assists with event activities, programming, volunteer coordination, and event-day operations, as appropriate.
- Identifies community partnerships, sponsorship opportunities, resources, and potential event improvements.
- Works collaboratively and respectfully with Town staff, community organizations, businesses, vendors, volunteers, and other event partners.
- Participates in planning meetings and post-event debriefs and provides constructive feedback to the Community Engagement Coordinator.
- Operates in an advisory capacity and refers financial commitments, contracts, operational decisions, and matters requiring Town authority to the Community Engagement Coordinator.

6.0 COMMUNITY ORGANIZATION PRIORITY PARTICIPATION

Community organizations are valued partners in the delivery of Town-run festivals and special events. To support volunteerism, local service, fundraising, and community outreach, eligible community organizations shall receive priority consideration for participation and placement within

vendor markets and other suitable event areas.

- Community organizations shall be offered priority participation before general external vendor recruitment, where timelines and event logistics reasonably permit.
- Community organizations shall receive priority placement within vendor markets, subject to safety, accessibility, infrastructure, site limitations, event flow, and operational requirements determined by the Community Engagement Coordinator and relevant Volunteer Advisory Councils.
- Applicable vendor participation or booth fees shall be waived for community organizations participating in Town-run festivals and special events.
- Fee waivers do not exempt an organization from costs or requirements that are separately imposed by a third party or required by law, including permits, licensing, insurance, inspections, electrical requirements, or public health requirements.
- Priority participation and fee waivers do not provide exclusive rights to sell or distribute particular goods or services.

7.0 VENDOR PROCUREMENT

The Town of Kearney and the Community Engagement Coordinator reserve the right to proactively source and invite vendors, performers, service providers, regional community organizations, and other participants where their involvement is expected to enhance the quality, diversity, accessibility, or overall experience of a Town-run festival or special event.

Invited participants may include merchant vendors, artisans, mobile food providers, regional community organizations, attractions, entertainers, and other event-enhancing services.

- Where reasonably feasible, the Community Engagement Coordinator will prioritize sourcing suitable vendors and service providers located within the Town of Kearney before seeking comparable participants from surrounding regional communities.
- Local sourcing will be balanced with event needs, availability, capacity, reliability, safety, product diversity, affordability, and the overall objectives of the event.
- When sourcing or inviting food vendors, the Community Engagement Coordinator will consider the food and concession offerings already confirmed for the event, including participating Kearney-based restaurants, local food businesses, and community organizations.
- The Coordinator, and any relevant Volunteer Advisory Council, will make reasonable efforts to avoid inviting sourced food vendors whose primary offering would directly duplicate or materially compete with an existing Kearney restaurant or food vendor participating in the same event.
- This provision is intended to support a balanced event offering and local economic participation. It does not guarantee exclusivity, prohibit incidental menu overlap, or require the Town to mediate competition between independently participating community organizations.
- The Town may limit the number or type of vendors in any category where necessary to maintain an appropriate event mix, site capacity, public safety, accessibility, or operational effectiveness.

8.0 FUNDRAISING, CONCESSION AND OUTREACH ACTIVITIES

The Town recognizes that community organizations participate in festivals and special events to advance their respective mandates through activities such as fundraising, outreach, member recruitment, and the provision of accessible goods and services. As independent organizations, their activities may occasionally overlap.

Where an organization becomes aware of a potential overlap or conflict with another community organization's planned activity, the organizations are expected to communicate directly with one

another at the earliest reasonable opportunity. Organizations should discuss their respective objectives and explore practical solutions such as adjusting menus, products, locations, timing, messaging, quantities, or collaborate on complementary activities where mutually agreeable.

The Town encourages cooperation but will not ordinarily accept the responsibility of determining which independent community organization may undertake a lawful fundraising, concession, or outreach activity. Town staff will remain impartial and will not solicit, direct, restrict, or favour the fundraising activities of one community organization for the benefit of another, except where intervention is required for safety, legal compliance, site operations, contractual obligations, or enforcement of Town policy.

No participating organization is required to charge for goods or services, nor is an organization guaranteed protection from competition or overlap unless expressly approved by the Town in writing.

9.0 CONFLICT RESOLUTION AND COMPLAINTS

Community organizations are expected to make reasonable efforts to resolve interpersonal or inter-organizational concerns directly and respectfully before requesting Town intervention, where it is safe and appropriate to do so.

Where organizations are unable to reach a resolution, where repeated conduct is interfering with the safe or effective delivery of an event, or where behaviour becomes hostile, threatening, harassing, discriminatory, or otherwise inappropriate, the matter may be brought to the Town of Kearney office.

Formal complaints concerning Town programs, services, facilities, or staff will be addressed in accordance with the Town of Kearney Municipal Complaint Policy, as applicable. Complaints relating solely to the internal affairs or independent decisions of a community organization may fall outside the Town's authority; however, the Town may address conduct occurring on Municipal property or within a Town-run event where that conduct affects safety, event operations, staff, volunteers, participants, or the public.

Where appropriate, the Town may establish conditions of continued participation, relocate an activity, require conduct to cease, or remove a participant from an event where necessary to maintain safety, respectful conduct, legal compliance, or effective event operations. Such measures will not be used to favour one organization's fundraising interests over another.

10.0 EVENT PARTICIPATION REQUIREMENTS

- Participation is subject to available space, event suitability, application deadlines, required documentation, and compliance with Town requirements.
- The Town may establish event-specific rules relating to set-up and tear-down, hours of operation, vehicle access, waste management, electricity, generators, tents, signage, food service, alcohol, accessibility, emergency access, and other operational matters.
- Participants are responsible for obtaining all permits, licences, approvals, inspections, insurance, and certifications applicable to their activities, as required by the Town, unless the Town expressly assumes responsibility.
- The Town may refuse, revoke, relocate, or place conditions on participation where necessary for public safety, legal compliance, capacity, operational requirements, material misrepresentation, or repeated failure to comply with event requirements.

11.0 SUPPORTING POLICIES AND LEGISLATION

This policy shall be read in conjunction with all applicable Town of Kearney policies, procedures, by-laws, and applicable Provincial and Federal legislation. Where another legal or regulatory requirement is more restrictive, the more restrictive requirement shall apply.

Related Town documents may include, but are not limited to:

- Community Engagement Policy
- Municipal Complaint Policy
- Fees and Charges By-law
- Applicable facility, road closure, alcohol, fire, emergency management, procurement, and insurance policies or procedures

12.0 POLICY REVIEW

This policy will be reviewed once per term of Council or as requested by the CAO/Clerk or Council.

13.0 ADMINISTRATIVE INTERPRETATION

The CAO/Clerk, in consultation with the Community Engagement Coordinator, is authorized to interpret and administer this policy and to establish reasonable procedures, forms, deadlines, and event-specific guidelines necessary for its implementation, provided such procedures remain consistent with Council-approved policy and budget authority.



MEMO

Date: September 23, 2026
To: Mayor, Deputy Mayor and Members of Council
From: Jenny Leblond, Treasurer
Subject: Funding for access roads to the Graphite Mine

There was a Special Council meeting on February 10th, 2025 to discuss the 2025 Capital Budget. At this meeting, Council directed staff to inquire on funding to improve Town owned access roads to the Graphite Mine. The following resolution was passed:

Be it resolved that the Council of the Corporation of the Town of Kearney directs Staff to engage the appropriate ministry to enquire about the funding for Town owned access roads for the Graphite Mine.

The Treasurer is pleased to announce that the Town was approved for funding from the Ministry of Northern Economic Development and Growth under the Northern Ontario Resource Development Support (NORDS) program.

This will be the second round of NORDS funding. During the first round, staff did not have to apply with a specific project as long as you were using the funding to support resource development. This second round you had to have a specific project to apply. The Treasurer and Public Works Superintendent put an application in for the Forestry Tower Road Project to improve the road.

NORDS funding is a funding pot split over 5 years (2026-2030). We have been approved for \$96,994.28 per year for a total of \$484,971.40

The breakdown of the project over the next 5 years will be part of the Capital Budget process going forward. There will be no expenses in year one (2026/27) as we already have multiple projects on the go. The amount from year one will carry forward into year two. In year two we will start brushing and ditching Forestry Tower Road. In years 3-5, the town will be applying gravel. The budget for this project is above the amount of the funding. We are estimating the total project to be just over \$800,000 as it is an 11 km road. The costs not covered by the funding will be spread over years 2-5 as to minimize the impact on the annual capital budgets.

Attached to this memo is the funding agreement to be signed.

Prepared by:

Jenny Leblond, Treasurer

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the date of execution by the Province

BETWEEN:

**His Majesty the King in right of Ontario as represented by the
Minister of Northern Economic Development and Growth**

(the “Province”)

- and -

CORPORATION OF THE TOWN OF KEARNEY

(the “Recipient”)

CONSIDERATION 484971.42

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

1.0 1.0 ENTIRE AGREEMENT

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

- Schedule “A” - General Terms and Conditions**
- Schedule “B” - Project Specific Information and Additional Provisions**
- Schedule “C” - Project and Budget**
- Schedule “D” - (LEFT INTENTIONALLY BLANK)**
- Schedule “E” - Payment Plan**
- Schedule “F” - Reports.**

- 1.2** **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 2.0** **2.0 CONFLICT OR INCONSISTENCY**
- 2.1** **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:
- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
 - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.
- 3.0** **3.0 COUNTERPARTS**
- 3.1** **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 4.0** **4.0 AMENDING THE AGREEMENT**
- 4.1** **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 5.0** **5.0 ACKNOWLEDGEMENT**
- 5.1** **Acknowledgement.** The Recipient acknowledges that:
- a. by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario), *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- b. His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario) and the *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario);
- c. the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- d. the Province is not responsible for carrying out the Project;
- e. the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- f. the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Northern
Economic Development and Growth

Date

Name: Tracey Dawson-Kinnonen

Title: Director

CORPORATION OF THE TOWN OF KEARNEY

Date

Name: Cheryl Philip

Title: Mayor

I have authority to bind the Recipient

CORPORATION OF THE TOWN OF KEARNEY

Date

Name: Nicole Gourlay

Title: CAO/Clerk

I have authority to bind the Recipient

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

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

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

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and**
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.**

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;**
- (b) procedures to enable the Recipient's ongoing effective functioning;**
- (c) decision-making mechanisms for the Recipient;**
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;**
- (e) procedures to enable the Recipient to complete the Project successfully;**

- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

- (i) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under

the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

(d) such Failure is continuing,

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

A27.0 SURVIVAL

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

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$484,971.42
Expiry Date	August 31, 2031
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Tracey Dawson-Kinnonen, Director Transportation, Trade and Investment Branch Northern Development Division Ministry of Northern Economic Development and Growth Fax: 705-541-2140 Email: Tracey.Dawson-Kinnonen@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Jennistine Leblond Address: PO Box 38, 8 Main Street Kearney ON P0A1M0 Fax: 7056360527 Email: jenny.leblond@townofkearney.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Jennistine Leblond Address: same as above Fax: Email: jenny.leblond@townofkearney.ca

Additional Provisions:

B1: Definitions. The following additional definitions are added to Schedule “A” as follows:

“Eligible Costs” means those eligible expenses set out in the Program Guidelines, as may be amended from time to time, subject to the sole discretion of the Province.

“Funding Period” means the period from April 1, 2026 to March 31, 2031.

“Program” means the Northern Ontario Resource Development Support Fund

Program.

“Program Guidelines” means the Northern Ontario Resource Development Support Fund Program Guidelines, as amended from time to time by the Province.

“Project Information Form” means the form attached as Appendix I, as amended from time to time by the Province, submitted to the Province by the Recipient that describes the undertakings being proposed to be undertaken by the Recipient.

B2: Definitions: The definition of “Budget” is deleted and replaced with the following:

“Budget” means all “PIF Budgets” in Schedule “C”

B3: Definitions: The definition of “Project” is deleted and replaced with the following:

“Project” has the meaning set out in Schedule “C”.

B4: Section A4.3 is amended by adding the following as A4.3(e):

(e) only use the Funds for Eligible Costs.

B5: Section A7.2(a) is deleted and replaced with the following:

- (a) submit to the Province at the address set out in Schedule “B”, or through the Transfer Payment Ontario system, as applicable:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time, which for greater certainty may include a report to be submitted by the Recipient from time to time on 30 days notice from the Province;

B6: Section A13.1 is deleted and replaced with the following:

A13.1 Funds at the End of Funding Period. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Period as provided for in the Budget, unspent Funds form a debt due immediately repayable without any further action or demand from the Province.

**SCHEDULE “C”
PROJECT AND BUDGET**

The Recipient will carry out all undertakings as described in each Project Information Form in accordance with the budget in each such Project Information Form (each a “PIF Budget”), as approved by the Province in its sole discretion, and in accordance with the timelines of Schedule “E” (the “Project”). The Province will only provide Funds towards Eligible Costs in the Budget.

For clarity, the first Project Information Form for Agreement is the Project Information Form submitted with the Recipient’s application for funding, provided it has been approved by the Province in its sole discretion.

The submission and approval of the Project Information Form(s) will be through the Transfer Payment Ontario system.

SCHEDULE “D”

LEFT INTENTIONALLY BLANK.

**SCHEDULE “E”
PAYMENT PLAN**

Payment Schedule:

Milestone	Milestone Due Date	Payment Date	Amount
Agreement fully executed by both Parties	Not applicable	Within 30 days after Agreement fully executed by both Parties	\$96,994.28
Delivery of the following: • Project Information Form for 2027-28; and • Annual Report for 2026-27	March 31, 2027	Within 30 days after written approval of the Project Information Form for 2027-28 and Annual Report for 2026-27 by the Province, but no earlier than April 1, 2027	\$96,994.28
Delivery of the following: • Project Information Form for 2028-29; and • Annual Report for 2027-28	March 31, 2028	Within 30 days after written approval of the Project Information Form for 2028-29 and Annual Report for 2027-28 by the Province, but no earlier than April 1, 2028	\$96,994.28
Delivery of the following: • Project Information Form for 2029-30; and • Annual Report for 2028-29	March 31, 2029	Within 30 days after written approval of the Project Information Form for 2029-30 and Annual Report for 2028-29 by the Province, but no earlier than April 1, 2029	\$96,994.28
Delivery of the following: • Project Information Form for 2030-31; and	March 31, 2030	Within 30 days after written approval of the Project Information Form for 2030-31 and Annual Report for 2029-30	\$96,994.28

Annual Report for 2029-30		by the Province, but no earlier than April 1, 2030	
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SCHEDULE “F” REPORTS

The Recipient will submit Annual Reports by the dates indicated in the Report Schedule chart below.

Report Schedule	
Name of Report	Due Date
2026-2027 Annual Report	March 31, 2027
2027-2028 Annual Report	March 31, 2028
2028-2029 Annual Report	March 31, 2029
2029-2030 Annual Report	March 31, 2030
2030-2031 Annual Report	March 31, 2031

Report Details:

Each Annual Report must be submitted in the format attached in Appendix II to this Schedule “F”, and will include, but will not be limited to, the following information:

1. Provide an accounting of all Funds used during the Funding Year, including with reference to the Budget;
2. Include a declaration signed by an authorized signing authority of the Recipient confirming current year expenditures; and
3. Include an accounting of any unspent Funds, including any interest earned on those Funds.

The completion, submission and approval of the Project Information Form will be through the Transfer Payment Ontario system, unless otherwise specified by the Province.

Appendix I Form of Project Information Form

Expand Validate		
Instructions	A - Organization Information	B - Organization Address Information
C - Contact Information	D - Grant Payment Information	E - Project Information Form(s)
F - Certification	G - Declaration and Signing	

E - Project Information Form(s)

For more information and guidance, hover your cursor over each question below. A pop-up box with helpful tips or additional information will appear to assist you in completing the form.

Additional projects can be submitted by clicking the "ADD" button below. A new series of fields will appear, allowing you to enter information on your additional project(s).

Add Remove			
Project Name: *	Project Type: *		
Project Description: *			
Resource Development Sector: *	Type of Resource Development Impact:		
Resource Development Impacts: *			
Is the project aligned with an existing municipal planning document? Planning Documents: Check all that apply			
Asset Management Plan	Official Plan	Strategic Plan	Other
☐	☐	☐	☐
Project Start Date (mm/dd/yyyy) *		Project End Date (mm/dd/yyyy) *	
Partnership Type (Select One) *			
If you are the lead partner, please indicate that you own the asset. If you are a supporting municipality, please identify the project lead and confirm the amount of NORDS funding that is to be transferred to the lead municipality.			
Note that supporting municipalities must submit a Council resolution confirming your support.			
Total Project Costs *		Eligible Project Costs (e.g. capital costs) *	
Project Expenditure Forecast			
Year	Expenditure Amount	NORDS Allocation(s) to be utilized towards the project	
2026-27 - Year 1			
2027-28 - Year 2			
2028-29 - Year 3 2029-30 - Year 4 2030-31 - Year 5			
Total			
Other Funding Sources			
Identify all other funding sources related to the proposed project.			
Funding Source Include: 1. Ontario Community Infrastructure Fund (OCIF) 2. Build Communities Strong Fund (BCSF) Community Stream 3. Investing in Canada Infrastructure Program (ICIP) 4. Connecting Links Program 5. Northern Ontario Heritage Fund Corporation (NOHFC) 6. Municipality, 7. other			
Name of Funding Source - 1	Funding Amount - 1	Status - 1	
Name of Funding Source - 2	Funding Amount - 2	Status - 2	
Name of Funding Source - 3	Funding Amount - 3	Status - 3	

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E - Project Information Form(s) Page 1 of 2

Appendix II Form of Annual Report

Parts A – C: Organization Information

Part D:

NORDS FUNDS TO BE UTILIZED	
Funds from 2026-27 Funding Year unspent	
Funds from 2027-28 Funding Year unspent	
Funds from 2028-29 Funding Year unspent	
Funds from 2029-30 Funding Year unspent	
Funds for 20XX-XX Funding Year	
TOTAL NORDS FUNDS TO BE UTILIZED IN 20XX-XX FUNDING YEAR	
TOTAL OF 20XX-XX NORDS EXPENDITURES FROM PROJECT(S) BELOW	
VARIANCE (CARRY FORWARD TO 20XX-XX FUNDING YEAR)	
INTEREST EARNED	
20XX-XX Funding Year interest earned (at year-end only)	
20XX-XX NORDS FUNDS AMOUNT	

Part E: Project Updates (complete for each approved project)

Project Name

Project Type

Status

Construction Start Date

Construction Completion Date

Project Description (max 4000 characters): *Please describe the key Project activities that were completed and explain in detail how the NORDS Funds were utilized during the Fiscal Year (April 1 to March 31).*

Total Project Costs:

Previous Funding Years expenditures

Year	Total Project Cost	NORDS Funds utilized towards the Project
2026-27	\$	\$
2027-28	\$	\$

2028-29	\$	\$
2029-30	\$	\$

20XX-XX Funding Year expenditures

Year	Total Project Costs	NORDS Funds spent on the Project
20XX-XX	\$	\$

Future years expenditure forecast

Year	Total Project Costs	NORDS Funds to be utilized towards the Project
2027-28	\$	
2028-29	\$	
2029-30	\$	
2030-31	\$	
Total	\$	\$

Project Update

1. Provide an update on the progress achieved on the Project during the Funding Year and the remaining activities to be completed.(max 4,000 characters)

Project Outcomes

1. Did the Project extend the service life of a municipal asset(s)? (Click Yes or No)
2. What is the estimated extension of the asset life (checkboxes)
 - < 5 years
 - 5 – 10 years
 - > 10 years
3. Identify municipal documentation to support the estimates (checkboxes)
 - Engineering Assessment
 - Industry Standards
 - Other: _____

4. What type of benefit was achieved as a direct result of the Project? (select one option)

- Mitigated resource development impacts
- Prepare for future resource development opportunities
- Other _____

5. How many municipal assets report an improvement in condition or capacity due to the Project? (enter total number of assets)

6. Identify the type of condition or capacity improvements experienced due to the Project?

- Road or bridge load
- Traffic volume
- Water or Wastewater
- Industrial / Resource Site Access
- Other _____

7. Indicate specific measurable improvements as a direct result of the Project

Measurable Improvements	Result	Applicable to Project Type
Kilometers of road rehabilitated		Road Rehabilitation
Number of bridges improved		Bridge Improvements
Number of bridges replaced		Bridge Replacements
Square metres (m ²) of bridge deck rehabilitated		Bridge Improvements & Bridge Replacements
Linear metres (m) or kilometres (km) of pipe replaced or installed		Water/Wastewater
Cubic metres per day (m ³ /day) capacity supported		Water/Wastewater
Number of municipal buildings improved		Municipal Infrastructure
Square metres (m ²) of building improved		Municipal Infrastructure

Cubic metres (m³) of landfill capacity constructed		Landfill
Square metres (m²) of runway/taxiway/apron surface improved		Airport Improvements
Other measurable improvements		Available for all project types

8. Identify municipal documentation to support the improvement estimates (checkboxes)

- Engineering Assessment
- Industry Standards
- Other: _____

Part F: Declaration / Signing

The Recipient hereby certifies that any information provided in this Annual Report is true, correct and complete, including but not limited to:

- the financial data in Section D – NORDS Funds Utilized, and that it agrees with the records of the Recipient,
- that all costs described are Eligible Costs in accordance with the NORDS Fund program guidelines;
- The representations and warranties set out in the Agreement with the Province in connection with this Project are true and correct in all material respects;
- No event of default has occurred and is continuing under the Agreement with the Province in connection with this project; and
- All of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Recipient

Date: _____

Name: _____

Position:

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2026-XX

Being a By-law to authorize the execution of an Agreement
between
The Corporation of the Town of Kearney
and
Frank Heran and Rob Chiaramida (1001551987 ON Inc.)
for Municipal Road Construction in Plan M361

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

AND WHEREAS the parties deem it necessary to enter into an Agreement to define the terms and conditions to which they have agreed;

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

1. **That** the Corporation of the Town of Kearney is hereby authorized to enter into an Agreement with Frank Heran and Rob Chiaramida (1001551987 ON Inc.), substantially in the form of Schedule “A”, attached hereto and forming part of this By-law.
2. **That** the Mayor and Clerk are hereby authorized to execute the Agreement.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 23rd day of September 2026

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

LICENCE

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY

(hereinafter called the “Municipality”)

OF THE FIRST PART

- and -

(hereinafter called the “Licensee”)

OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the lands and premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Licensee's Lands");

AND WHEREAS the Licensee desires to gain access to the Licensee's Lands via an unopened road allowance under the Municipality's jurisdiction (the Municipality's Lands) which is described in Paragraph 2 of Schedule "A";

AND WHEREAS the Municipality has agreed to permit the Licensee to construct and maintain such driveway on a portion of the Municipality's Lands in the area described in Paragraph 3 of Schedule "A" (the Licensed Area) subject to the requirement that the Licensee enter into an agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. **LICENCE AND PROVISIONS**

The Municipality hereby permits and consents to the Licensee establishing and maintaining a driveway upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

2. **INDEMNIFICATION FROM LIABILITY AND RELEASE**

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission hereinbefore granted and/or the exercise by the Licensee of such permission and/or the presence of the driveway or in any matter related thereto.

The Licensee hereby releases and forever discharges the Municipality, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Municipality performing any municipal work in or upon the Licensed Area which may damage or interfere with the driveway.

3. TERM, FEE AND PROPERTY TAXES

- (a) Term - This Licence Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.
- (b) Fee - The Licensee shall pay an applicable fee (as established by the Municipality's Fees and Charges By-law) prior to the execution of this agreement
- (c) Municipal Taxes - It is a condition of this license agreement that the Licensee shall maintain the property tax account for the Licensee's Lands in good standing. For the purposes of this agreement "in good standing" shall mean that all property taxes imposed upon the Licensee's Land for the then current tax year shall be paid in full no later than DATE of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement.

4. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated by the Municipality:
 - (1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion, acting reasonably; or
 - (2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have thirty (30) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- (b) This Agreement will automatically terminate:
 - (1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;
 - (2) upon the removal of the driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS
ACKNOWLEDGMENT OF LIMITED SERVICE DELIVERY

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- (b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly, the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.
- (c) The Licensee acknowledges that the Licensee's Lands do not front on an improved public road and, as such, the receipt and/or delivery of public services to the Licensee's Lands may be limited or restricted, including

but not limited to fire protection services, garbage collection services, school busing, etc.

6. CONSTRUCT, REPAIR AND REMOVAL

- (a) In consideration of the permission and consent hereby given , the Licensee:
 - (1) shall, at its own expense, construct and maintain the driveway within the Licensed Area;
 - (2) shall not pave or otherwise hard surface the driveway;
 - (3) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway, including the submission, review and approval of a work plan for the driveway;
 - (4) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition;
 - (5) shall, upon termination of this Agreement, forthwith remove the driveway and repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- (b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee’s obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor for such purpose and the cost thereof.
- (c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain in the Licensed Area in a safe condition, or to repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. LICENCE NON-TRANSFERABLE

The license hereby granted may not be transferred by the Licensee without the prior consent in writing of the Municipality.

8. ERECTION OF WARNING SIGNS

The Licensee shall erect signs at the approach of the unopened road allowance which read as follows:

“THIS UNOPENED ROAD ALLOWANCE HAS NOT BEEN ASSUMED FOR PUBLIC USE BY THE MUNICIPALITY. IT IS PRIVATELY MAINTAINED FOR ACCESS TO ABUTTING LANDS. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK”.

The signage shall be approved by the Municipality before being erected and shall be maintained in good condition by the Licensee.

9. DEPOSITS

- (a) The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule “B”, prior to the date of execution of this Agreement by the Municipality.
- (b) Without limiting the generality of section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this Licence, exceeds the deposit, the Licensee(s) shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this Agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

- (a) Every provision of this Agreement by which the Licensee is obligated in any way shall be deemed to include the words “at the expense of the Licensee” unless the context otherwise requires.
- (b) The Licensee shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.
- (c) All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made.
- (d) In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Licensee and/or carry out on-site inspections of the work performed, the Municipality will advise the Licensee accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Licensee. The Municipality may require a deposit for this purpose.

11. INSURANCE CERTIFICATE AND POLICY

- (a) Policy of Insurance - The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder or any use of the Licensed Area.
- (b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$2,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - (1) a cross-liability clause;
 - (2) product/completed operation coverage;
 - (3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
 - (4) shall include the following as an additional insured:

The Corporation of the Town of Kearney

- (5) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- (c) Certificate of Coverage - Any certificate of coverage filed with the Municipality or its solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (1), (2), (3), (4) and (5) above is in effect.
- (d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- (e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

12. NOTICE

For the purpose of this Agreement, notice may be given to the Licensee by prepaid registered mail to the address shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

The Licensee agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Licensee in any such proceedings.

14. GENERAL

- (a) Time shall in all respects be of the essence hereof.
- (b) No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by the Licensee at any time or times in respect of any terms, conditions, covenants or agreements contained herein shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred or implied by anything done or omitted by the Municipality, save only an express waiver in writing.
- (c) This Agreement shall enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (e) This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

(f) In the event that this Licence is granted to more than one Licensee then the obligations of the Licensees herein shall be joint and several.

SIGNED, SEALED AND DELIVERED BY:
the Municipality this _____ day of _____, 20**.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED BY:
the Licensee this _____ day of _____, 20**.

Witness

Witness

SCHEDULE "A"

1. Licensee's Lands

(insert description of lands owned by Licensee abutting the area to be licensed)

2. Municipality's Lands

(insert description of Municipality's lands to be licensed)

3. Licensed Area

(insert description of licensed area – could include insertion of sketch/survey/reference plan if available)

DRAFT

THIS IS SCHEDULE “B” TO THE LICENCE BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND _____

SCHEDULE “B”

CASH DEPOSITS AND SECURITY

The Licensee(s) shall, on the dates specified herein, lodge with the Municipality, the following described cash deposits and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Certified Cheque or Bank Draft in the amount or amounts hereinafter set out.

2. CASH DEPOSITS

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Licensee(s) and be due and payable 30 days after demand.

For legal, planning and engineering expenses
and disbursements in connection with this Agreement,
a deposit of

\$XXXX.XX

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2026 - XX

Being a By-law to Authorize the Execution of a Development Agreement Between the Corporation of the Town of Kearney and the Estate of Ken Bennett

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

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

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

AND WHEREAS the Corporation of the Town of Kearney deems it expedient to enter into a consent agreement with Ken Bennett (Estate) as a condition of consent;

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 consent 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 agreement be registered on title.
- 4. That this By-law come into effect upon the date of signing.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 23rd day of September, 2026.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk



COUNCIL RESOLUTION # 2026 - _____

Date: September 23, 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 Council wishes to clarify expectations regarding the implementation of the Town of Kearney's Procurement By-law;

NOW THEREFORE BE IT RESOLVED THAT Council direct Staff to administer the Procurement By-law such that procurements between \$20,001 and \$75,000 are publicly posted through a Request for Quotation (RFQ) or Request for Proposal (RFP) process, as appropriate to the goods or services being procured;

AND FURTHER THAT Staff establish and maintain a Vendor List of suppliers and service providers within the local and surrounding area and utilize this list to provide direct notice of procurement opportunities posted on the Town's website for purchases of \$20,001 or greater, and for lower-value procurements where required or permitted under the Procurement By-law;

AND FURTHER THAT Council encourages Staff, where practical, cost-effective, and compliant with applicable legislation and trade agreements, to prioritize the purchase of Ontario and Canadian goods and services whenever possible, beyond the minimum requirements of provincial and federal legislation.

CARRIED ☐ _____

DEFEATED ☐ _____

Recorded Vote Requested by: _____

Recorded Vote:

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill

For

☐

☐

☐

☐

☐

Opposed

☐

☐

☐

☐

☐

The Corporation of the Town of Kearney By-law
2026-47

A By-law to Adopt a Dormant Building Permit Policy for the Corporation of the Town of Kearney

(Dormant Permit Policy)

WHEREAS subsection 7(1)(b) of the Building Code Act, 1992, authorizes a municipality to pass by-laws respecting the issuance of permits and related administrative matters;

AND WHEREAS Council considers it desirable to establish procedures for the monitoring and administration of building permits where construction activity has ceased or substantially ceased for an extended period of time;

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

1. Definitions

- 1.1 "Chief Building Official" means the Chief Building Official appointed by the Municipality pursuant to the Building Code Act, 1992.

- 1.2 "Dormant Building Permit" means a building permit for which construction has not commenced, has substantially ceased, or has not progressed for a period of twelve (12) months or more, as determined by the Chief Building Official.

2. Adoption of Policy

- 2.1 The Dormant Building Permit Policy attached hereto as Schedule "A" is hereby adopted.

- 2.2 The Chief Building Official is authorized to administer and enforce the Policy.

3. Administration

- 3.1 The Chief Building Official may identify permits as dormant where construction activity has ceased or required inspections have not been requested for twelve (12) months.

- 3.2 Written notice may be provided to the permit holder requesting confirmation of project status and a timeline for completion.

- 3.3 The Chief Building Official may take any action authorized by the Building Code Act, including revocation where permitted by law.

4. Effective Date

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

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

Mayor

Clerk

POLICY TEMPLATE

Building Department

Dormant Building Permits and the Ultimate Limitation Period

Policy No.: XX-26	Version: 1.1	Date Effective: September 23 2026
Date Amended: Sept. 23, 2026		Next Review: May XX, 2028
Prepared By: OLMCBO & OBOA		

OBJECTIVES

To establish a consistent municipal standard for addressing issued but inactive building permits with no final inspection (dormant), including in the exercise of enforcement discretion and responses to compliance inquiries, in a manner adhering to the *Building Code Act, 1992* ("BCA"), the *Ontario Building Code* ("OBC") and the *Limitations Act, 2002*.

To provide building officials with greater certainty in their response to dormant permits, thus mitigating municipal liability risk while ensuring a principled and equitable approach for protecting the public interest.

BACKGROUND

Municipalities respond to inquiries related to building permits that were issued many years, and even decades, earlier where construction activity has ceased and no inspections, enforcement, or other permit-related actions have occurred for extended periods of time. These permits sometimes remain administratively open in municipal records despite the absence of activity for many years.

Dormant permits present operational and legal challenges, particularly where property owners, purchasers, lenders, or other third parties request compliance confirmations, enforcement action, or inspections long after construction was effectively stopped.

Records retention for historic (largely paper) files is often compromised, and the personnel who were involved with the permit may no longer be available. The buildings at issue have generally been in place for years without any identified deficiencies or concerns. Inspecting them is no longer practicable as assemblies have been covered.

Guided by the Ultimate Limitation Period as prescribed by the *Limitations Act, 2002*, and by court decisions interpreting it, building officials should not re-engage with dormant permits where more than 15 years has elapsed since their Last Activity (as that term is defined further below).

Even where the 15-year Ultimate Limitation Period has yet to elapse, the public expects a balanced and reasoned approach for ensuring compliance with building standards as weighed

against the increased challenges of enforcement and compliance.

SCOPE

This Policy applies to:

- Issued building permits where inspections remain outstanding and no permit-related activity has occurred for an extended period of time; and
 - Requests for inspections, compliance confirmations, or enforcement action in relation to such permits.
-

DEFINITIONS

Last Activity means the most recent documented action taken by the municipality or its building officials in relation to a specific building permit pursuant to statutory authority under the *Building Code Act, 1992* as listed below:

- the issuance of the permit;
- plans review;
- the conduct of an inspection;
- the issuance of an Order under the *BCA*; or
- written correspondence that constitutes active enforcement or permit administration.

For greater certainty, administrative and clerical actions, database reviews (including IT platform updates), file audits, responses to third-party information requests, or activity on other permits shall **not** constitute Last Activity.

POLICY

1. The Ultimate Limitation Period and Scope of Municipal Duties

- 1.1 Plans review and building inspections are discrete statutory functions performed at defined points in time pursuant to a building permit. Nothing in this Policy, nor in the conduct of plans review or building inspections, creates an ongoing, continuous, or indefinite duty to monitor construction or building permit files beyond the powers and obligations expressly set out in the *BCA* and the *OBC*.
- 1.2 In accordance with the Ontario Court of Appeal decision in *Huether v. Sharpe*, 2025 ONCA 140, the absence of administrative closure or formal completion of a building permit file does not, on its own, constitute a continuing act or omission to deprive building officials and municipalities of reliance upon the Ultimate Limitation Period under section 15 of the *Limitations Act, 2002*.

- 1.3 A continuing act or omission requires repeated or successive actionable conduct by the municipality. The lack of further inspections, monitoring, or enforcement activity following completion of inspections does not constitute continuing negligence or an ongoing duty to monitor.
- 1.4 Building officials are entitled to rely on inspections performed, compliance noted, and professional reports received at the time of construction in determining general conformity. The municipality has no obligation to retroactively reassess historic construction or review permit files unless new work is proposed or lawful enforcement authority is otherwise triggered.

2. Responding to Dormant Permits

A. 0 to less than 5 Years Since Last Activity

- 2.1 Building officials are encouraged to be proactive with these permits, even if there is no request for an inspection. Automated reminder systems are encouraged to ensure that permits do not become dormant.
- 2.2 Every reasonable effort shall be made to attend the property within 12 months of the Last Activity to establish the status of construction.
- 2.3 If there has been no construction activity for more than 12 months, consider revoking the permit, as allowed under s. 8(10) of the *BCA* or take appropriate enforcement action and send a letter to the permit holder and property owner outlining the intent to do so.
- 2.4 If, after the letter is delivered, there is a request for inspection, the municipality shall conduct the inspection but only after a building official first undertakes a complete review of the file to understand the status of construction at the time of the Last Activity.
- 2.5 Building officials may require aspects of the construction to be uncovered (some finishes removed) to carry out the inspection. In some cases, it may be appropriate to require documentation or other forms of evidence from a qualified professional to confirm the adequacy of the construction.
- 2.6 If there is no response to the letter, consider revoking the permit.
- 2.7 Revocation of the permit does not rescind inspections carried out before the permit was revoked. The onus is on the owner to obtain a new permit for any work carried out after the permit is revoked, which should be clearly communicated in the correspondence to the permitholder.

- 2.8 A response to an inquiry about these permits shall chronicle the date of issuance of the permit, the date(s) and type(s) of last inspection(s), and the date of revocation (if applicable).

B. 5 to less than 15 Years Since Last Activity

- 2.9 Building officials will not proactively attend the property to determine the status of construction or send letters advising that the permit may be revoked.
- 2.10 In responding to status requests or inspections for these permits, an appropriate response may include:

Based on available municipal records, Permit [Number] was issued on [Date] and the last record of activity was [Type of Inspection] on [Date]. The municipality will not initiate enforcement under the *Building Code Act, 1992* in relation to this permit. The municipality has no knowledge whether any construction was carried out after the last inspection, or compliance with the *Ontario Building Code* beyond the last date of attendance. You may consider retaining a qualified consultant to review the building to satisfy yourself that the building is in a suitable condition for your purposes. If you desire an inspection to be carried out to address inspections that were not requested previously, be advised that aspects of the construction may be required to be exposed to carry out the inspection. In addition, documentation from a qualified professional to confirm the adequacy of the construction may be requested. Subject to the findings of such inspection, any failure by the owner to complete any activity required by the building official may result in enforcement activity by the municipality.

- 2.11 If an inspection is requested, the municipality will conduct inspections, after first undertaking a complete review of the file to understand the status of construction at the time of the Last Activity. Building officials may require aspects of the construction to be uncovered (some finishes removed) to carry out the inspection. In some cases, it may be appropriate to require documentation or other forms of evidence from a qualified professional to confirm the adequacy of the construction.
- 2.12 It may be appropriate for a new building permit to be obtained if the original building permit applicant and/or property owner are no longer involved. The original permit may then be revoked, administratively, without prejudice to inspections previously carried out.

C. 15+ Years Since Last Activity

- 2.13 Building officials do not have a responsibility to accommodate requests for inspection on these dormant permits.

- 2.14 Where a property inquiry involves a permit that has been dormant for 15 years or more since the Last Activity, an appropriate response includes:

Permit [Number] is considered dormant as more than fifteen (15) years have elapsed since last involvement with the municipality. The municipality will not be carrying out any inspections or enforcement under *Building Code Act, 1992* in relation to this permit. You may retain such consultants as you deem appropriate to satisfy yourself that the building is in a suitable condition for your purposes.

D. Revoked Permits

- 2.15 Building officials do not have any responsibility to attend a property in response to a request for inspection under a revoked permit.
- 2.16 In replying to property inquiries where the last permit was revoked, an appropriate response includes:

Permit [Number], issued on [Date] was revoked on [Date] because construction was suspended for a period of more than one year after the [Type of Inspection] was carried out. The municipality has no knowledge whether any construction was carried out after the date of revocation, of the status of construction, or compliance with the *Ontario Building Code* beyond the last date of attendance. The municipality will not carry out an inspection related to the revoked permit. You may consider retaining a qualified consultant to review the building to satisfy yourself that the building is in a suitable condition for your purposes. A new building permit is required to carry out further construction.

3. Limitations on this Policy

- 3.1 Whereas this Policy is intended to offer greater clarity to building officials addressing dormant permits, officials must always consider whether any unique facts necessitate an exception that overrides the foregoing standards. Seek peer or legal advice if uncertainty exists.
- 3.2 Nothing in this Policy detracts from a building official's responsibility, outside of any issued or revoked permit, to investigate building complaints that create a risk to public safety. The standards outlined in this Policy are intended to address responses to dormant permits and not overall enforcement rights and responsibilities as available under the *Building Code Act, 1992* and related authorities.

IMPLEMENTATION

Building officials may apply this Policy when responding to inquiries, requests, and correspondence related to dormant building permits. This Policy is intended to guide the exercise of professional judgment and enforcement discretion in accordance with applicable legislation and case law.

REFERENCES

1. *Building Code Act, 1992*, S.O. 1992
2. *Ontario Building Code*, O. Reg. 332/12
3. *Limitations Act, 2002*, S.O. 2002
4. *Huether v. Sharpe*, 2025 ONCA 140