

TOWN OF KEARNEY

AGENDA – AMENDED Thursday February 6, 2025

REGULAR COUNCIL MEETING Council Chambers Thursday February 6, 2025 – 6:00 p.m.

A Moment of Silence was observed to honour the memory of Edith Burke and Marjorie Campbell

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

- 4.1. Public Meeting under the Planning Act - Application for Zoning By-law Amendment RZ-03-24 (Ziraldo) Pg. 3
- 4.2. Public Meeting to Stop Up, Close and Sell Shore Road Allowance in front of PART LOT 3 CONCESSION 12 GEOGRAPHIC TOWNSHIP OF BETHUNE; TOWN OF KEARNEY (Audette) Pg.14

5. Consent List

- 5.1. January 16, 2025 Special and Regular Council Meeting Minutes Pg. 22
- 5.2. January 29th 2025 Special Meeting Minutes Pg. 27
- 5.3. Payment Register Pg. 28
- 5.4. Transfer Station Report Pg. 30
- 5.5. Resolution Report Pg. 31
- 5.6. RFSC Meeting Minutes Pg. 32
- 5.7. November 26th 2024 Recreation Committee Meeting Minutes Pg. 34
- 5.8. AHHC Draft Minutes January 2025 Pg. 37

6. Items Referred from the Consent List

7. Items for Discussion

- 7.1. Painting from Museum of Lennox & Addington Napanee - Werlich's Mill (Lakeview Ave) Pg. 40
- 7.2. [OSIM Report – Tatham Engineering](#)
- 7.3. [Kearney Landfill Monitoring Report – DM Wills](#)
- 7.4. Almaguin Housing Task Force – ACED Pg. 41
- 7.5. Discussion on DRAFT Donations Policy Pg. 54

7.6. MEMO Re. Current By-laws & Policies – Notice of Motion from January 16 th , 2025	Pg. 61
7.7. DRAFT Retentions By-law	Pg. 63
7.8. DRAFT Interim Tax Levies Bylaw	Pg. 71
7.9. DRAFT Agreement for the Fire Protection Grant	Pg. 73
7.10. DRAFT Agreement for the Community Emergency Preparedness Grant	Pg. 99
7.11. DRAFT Agreement for the Provision of Primary Public Safety Answering Point (PSAP) Services	Pg. 125
7.12. DRAFT Agreement with Nipissing-Parry Sound student transportation services re: student transfer location	Pg. 148
7.13. DRAFT Agreement to enter into a Consent Agreement (Mossman)	Pg.152
7.14. Change of Council Meeting date: February 27 th 2025	Pg.163
7.15. Parry Sound District EMS Advisory Committee – New Regional Representative	Pg.164
7.16. OPP Board Appointments and Update	Pg.165

8. Notice of Motion

9. Correspondence for Information

9.1. Support Resolution: Letter regarding County of Frontenac Resolution regarding Tile Drainage	Pg.166
9.2. KWEF January Newsletter	Pg.167

10. Bylaws

10.1 Being a By-law to Set Interim Tax Levies	Pg.181
10.2 Being a By-law to enter into an Agreement for the Provision of Primary Public Safety Answering Point (PSAP) Services	Pg.183
10.3 Being a By-law to Stop Up Close and Sell part of the original shore road allowance in front of Part Lot 3 CON 12, in the geographic Township of Bethune (Audette)	Pg.184
10.4 Being a By-law to enter into a Consent Agreement (Mosmann)	Pg.186
10.5 Being a By-law to enter into an Agreement for the Fire Protection Grant	Pg.187
10.6 Being a By-law to enter into an Agreement for the Community Emergency Preparedness Grant	Pg.188
10.7 Being a By-law to enter into an Agreement with Nipissing-Parry Sound student transportation services	Pg.189

11. Closed Session

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

~~(2)(b) Personal Matters about an Identifiable Individual~~

12. Confirming Bylaw

13. Adjournment

Report to Council

To: Mayor and Council, Town of Kearney

From: Kent Randall and Jessica Rae Reid (EcoVue Consulting Services Inc.)
Town Planning Consultants

Subject: Application for Zoning By-law Amendment
RZ-03-24 (Ziraldo)

File: 14 Rain Lake Road
Part of Lot 35, Concession 1, Town of Kearney (Bethune)
EcoVue Project No: 24-2095-07

Date: January 28, 2025

Recommendation

It is recommended that Council receive the report dated January 28, 2025 from EcoVue Consulting Services regarding application RZ-03-24 (Ziraldo).

It is recommended that Council approve the proposed amendment to Zoning By-law No. 2022-20, which will rezone the subject lands from the Institutional (I) Zone to a site-specific Commercial Townsite Exception-XX (CTS-XX) Zone in order to acknowledge the existing use on the subject lands.

Subject Lands

The lands subject to this application are known municipally at 14 Rain Lake Road and is legally known as located in Part of Lot 35, Concession 1, in the Geographic Township of Bethune, now in the Town of Kearney.

The subject lands currently contain “Nostalgia Antiques and Home Décor”, a local business specializing in home goods, decoration, vintage furniture, etc. According to their website:

“What started with antiques & collectibles, has grown into a one-of-a-kind collection of home decor, art, fair trade items, jewellery, locally produced products, boutique apparel & just about something for everyone.”

The subject lands contain one (1) primary structure (former church building) which is used for the business, and one (1) ancillary shed. The primary building is 1-storey and has a ground floor area of 102.4 square metres; the ancillary shed is 1-storey and has a ground floor area of 9.3 square metres. The subject lands are not connected to any individual servicing (well and/or septic).

A summary of the lands proposed to be rezoned are as follows:

	Subject Lands
Lot Area	1,148.8 square metres
Lot Frontage	31.4 metres on Rain Lake Road; 36.6 metres on King William Street
Lot Depth	36.6 metres
Current Zone	Institutional (I)
Current Uses	Commercial – Nostalgia Antiques and Home Décor
Proposed Uses	Same; Unchanged
Road Access	Rain Lake Road

Purpose of Application

The Zoning By-law amendment (ZBA) application has requested to rezone the subject lands from the Institutional (I) Zone to a site-specific Commercial Townsite Exception-XX (CTS-XX) Zone, in order to acknowledge the existing commercial use on the subject lands.

Under the provisions of the Institutional (I) Zone contained in Section 4.12, commercial uses such as the one occurring on the subject lands are not permitted. The antique shop use is considered to be non-conforming and must be brought into conformity with the Town’s Zoning By-law. Therefore, the property is required to be rezoned to acknowledge the existing use on the lands.

Analysis

Provincial Planning Statement (2024)

Settlement Areas

The subject lands are located within a settlement area and are therefore subject to Section 2.3.1 (General Policies for Settlement Areas) of the PPS. Specifically, Section 2.3.1.1 states that settlement areas “*shall be the focus of growth and development*”

The proposed ZBA is appropriate as it will be recognizing an existing commercial use within the settlement area, which has been identified as the focus for development. Furthermore, the existing use already matches the existing character within the settlement area and will be compatible with surrounding uses.

Sewage, Water and Stormwater

Policies related to Sewage, Water and Stormwater are contained in Section 3.6 of the PPS. Subsection 3.6.4 states the following:

3.6.4 Where municipal sewage services and municipal water services or private communal sewage services and private communal water services are not available, planned or feasible, individual onsite sewage services and individual on-site water services may be used provided that site conditions are suitable for the long-term provision of such services with no negative impacts.”

The applicant has indicated that the property has neither on-site individual well nor septic system. It is understood that potable water and washroom/sanitation areas are provided through the use of portable washroom facilities. Further, under the Ontario Building Code, the proposed use is not required to provide washroom facilities.

Natural Heritage

Policies contained in Section 4.1 of the PPS prohibit development and site alteration within or on lands adjacent-to (within 120 metres of) natural heritage features including, but not limited to: wetlands, significant wildlife habitat, fish habitat, etc. According to the available aerial imagery, the subject lands do

not contain wetlands (provincially/locally significant or unevaluated) or any other natural heritage or hydrologic features.

Policies related to natural and human-made hazards are contained in Chapter 5. According to the available aerial imagery, the subject lands do not contain any natural or human-made hazards.

As the existing non-conforming use poses no impact to the present natural heritage features, and there is no presence of natural hazards, the proposal is consistent with Section 4.1 (Wise Use and Management of Resources) and Chapter 5 (Protecting Public Health and Safety) of the PPS.

Town of Kearney Official Plan

The subject lands are currently designated Townsite according to Schedule 'B' to the Town of Kearney Official Plan (TKOP). Policies related to the Townsite designation are outlined in Sections 2.0 of the TKOP.

Within the Townsite designation, Section 2.2.9 state that *“Commercial, institutional, and light industrial uses that are intended to serve the convenience needs of local residents are permitted in the Townsite Area by rezoning.”* Furthermore, this Section states that Zoning By-law Amendment applications for commercial, institutional, and light industrial uses must show conformity with the following policies:

- a. *“Access to and traffic generated by the site will not create adverse traffic problems on surrounding roads;*

The subject lands are currently accessed via existing driveway onto Rain Lake Road; as the use is existing, there is no anticipated increase in traffic presented by this application.

- b. *Lighting and signage will be located so as not to create any adverse visual impact on the surrounding residences;*

As stated, since the use is already taking place on the site, no additional structures or signage are proposed as part of this application.

- c. *The use will provide landscaping and buffering in a manner that is in harmony with adjoining and nearby residential properties;*

Buffering requirements will be discussed in the next Section of this Report. Based on the buffering provisions provided, the commercial use will be “in harmony” with adjoining residential properties.

- d. The proposed commercial, institutional, or light industrial use must form a ‘good fit’ with the existing neighbourhood fabric and meet land use compatibility criteria; and,*

Recognizing the existing commercial use will not interfere with the existing character of the lot and surrounding neighbourhood.

- e. The use can be adequately serviced by private water and wastewater service with adequate waste disposal and hauled sewage capacity.”*

The lot is not currently serviced with septic or well servicing. Given that the existing commercial use is of a small scale and can be accommodated with temporary washroom facilities, the rezoning to recognize the existing use will meet the intent of this policy. However, the applicant will be required to install individual on-site well and septic system should an expansion of the existing use or establishment of a new commercial use is contemplated in the future. The proposed site-specific zoning, which will restrict the existing use, is discussed in more detail below.

Furthermore, Section 2.5 of the Official Plan, these policies speak to employment uses within the Townsite designation, and specifically states that:

“[e]mployment areas within the Townsite encompass lands where people presently work and lands where employment opportunities will be provided in the future. Employment areas may include three broad categories: Commercial, Institutional, and Light Industrial.

Encouraging and enhancing commercial development in Kearney is crucial to the Town’s quality of life. Commerce provides employment through the retail sale of goods and services to residents, visitors, and other businesses and helps broaden the Town’s tax base, which, in turn, helps the Town maintain required public services.

Commercial uses that serve the general population of the Town will be located within the Commercial Townsite Zone of the implementing Zoning By-law[...].”

It is our opinion that the proposed Zoning By-law Amendment to recognize an existing commercial use within the Townsite designation is encouraged; the proposed amendment is seeking to rezone the subject

lands to a site-specific Commercial Townsite Exception (CTS) Zone, which is appropriate as per the above-noted policy.

Policies contained in subsection 2.5.1 speak specifically to commercial uses, where it states (non-applicable policies have been omitted):

1. *Commercial uses involve the buying or selling of commodities or the supplying of services and include uses such as retail sales or service establishments, business or professional offices, automotive or marine sales or service establishments, dining or entertainment, tourist commercial uses, and water-oriented commercial uses.*

The existing retail store on the subject land fits within the above-noted uses and is therefore permitted.

2. *Commercial uses, other than water-oriented commercial uses, should be located within a defined core, commercial, or business area.*

Uses in the general area (i.e. within 200 metres) include other commercial uses (e.g. LCBO, Kearney General Store, Forn on Main, etc.), institutional uses (e.g. Kearney Fire/EMS, Harmony United Church, Kearney Post Office, etc.), residential, and open space uses. It is our opinion that the retail store will be located within a defined core.

3. *Retail and service commercial uses will be at a scale which serves the community and its associated service area or the travelling public.*

As mentioned, the existing use matches the character of the surrounding area.

4. [...]

5. [...]

6. [...]

7. *Commercial buildings will be designed, and lighting and signage arranged to blend with the surrounding areas and abutting uses.*

No additional structures are proposed by this application.

Therefore, it is our opinion that the proposal conforms to the policies contained within the Town of Kearney Official Plan.

Town of Kearney Zoning By-law No. 2022-20

According to Schedule 'A' of the Town of Kearney Zoning By-law (TKZBL), the entirety of the subject property is within the Institutional (I) Zone.

According to the I Zone provisions, permitted uses include institutional uses in the form of schools, hospitals, community centres, libraries, etc., but does not permit commercial uses like the one currently occurring on the subject lands. Therefore, the existing use does not conform to the TKZBL.

For this reason, the property owner has proposed to rezone the subject lands from the I Zone to a site-specific Commercial Townsite Exception-XX (CTS-XX) Zone in order to acknowledge the existing use on the subject lands.

Section 4.5.3 of the TKZBL outlines the lot provisions for the CTS Zone. The Table below shows the required CTS provisions against the existing characteristics of the subject lands:

Lot Provision		Commercial Townsite (CTS) Zone	Subject Lands
Lot Area (Minimum)		0.4 hectares	0.11 hectares
Lot Frontage (Minimum)		30.0 metres	31.4 metres
Yard Requirements (Minimum)	Front (abutting a municipal road)	6.0 metres	10.4 metres
	Rear	10.0 metres	16.0 metres
	Interior Side	6.0 metres	1.5 metres (acc. shed) 5.3 metres (main building)
	Exterior Side	6.0 metres	11.0 metres
Lot Coverage (Maximum)		60%	13%
Building Height (Maximum)		10.5 metres	<10.5 metres
Minimum Number of Parking Spaces*		1 parking space for each 28 square metres of gross floor area (i.e. 4 spaces TOTAL)	2 spaces
*As per Section 3.19.9 (General Provisions – Parking Space Requirements) of the TKZBL.			

Based on the above Table, the subject lands will meet all other provisions of the CTS Zone except for minimum required lot area and minimum required interior side yard.

It is our opinion that, although the lot is undersized and existing structures encroach into the interior side yard, rezoning the subject lands to reflect the current use is appropriate. Furthermore, there appears to be sufficient space on the site to accommodate expansion or the establishment of septic and well, should it be required in the future.

Section 3.19.9 outlines how required parking spaces are to be calculated. According to Table 1 above, the proposed use would require four (4) total parking spaces; two (2) spaces are currently provided. Staff and the undersigned are recommending that the requirement for a minimum of four (4) parking spaces remain, and that the applicant provide two additional parking spaces on the site.

It is recommended that the lands be placed into a Commercial Townsite Exception-XX (CTS-XX) Zone to acknowledge the existing use occurring on the subject lands to recognize the deficiencies described above. The site-specific zone will limit the uses to only the existing retail use.

Draft Zoning By-law Text

The proposed Commercial Townsite Exception-XX (CTS-XX) Zone will have the following provisions:

“Notwithstanding the provisions of this By-law to the contrary, on lands within the Commercial Townsite Exception-XX (CTS-XX) Zone, the following provisions apply:

(i) Permitted Uses:

- a. Retail Store limited to no greater than 103 square metres of ground floor area*

No other Permitted Uses of the Commercial Townsite (CTS) Zone shall apply without an amendment to this By-law.

(ii) Lot Provisions:

- | | |
|---|----------------------|
| <i>a. Lot Area (Minimum)</i> | <i>0.11 hectares</i> |
| <i>b. Interior Side Yard Requirements (Minimum)</i> | <i>5.3 metres</i> |
| <i>c. Parking Spaces Required (Minimum)</i> | <i>4 spaces</i> |

All other provisions of the Commercial Townsite (CTS) Zone and General Provisions shall apply.

Budget Implications

The Zoning By-law Amendment application was submitted with the application fee of \$650.00 + HST and the deposit fee of \$1,200.00.


Next Steps

Once a decision has been made by Council, the decision will be in an appeal period for 20 days. However, only the applicant, Municipality, or those “specified persons” under the *Planning Act* may appeal the decision.

Notice and Communications

Public Notices for the Zoning By-law Amendment applications are issued by the Town. Notice of Complete Application and Public Meeting has been circulated to neighbouring properties within 120 metres of the subject lands, as well as the applicable agencies.

Respectfully Submitted,
ECOVUE CONSULTING SERVICES INC.


J. Kent Randall B.E.S. MCIP RPP
Town Planning Consultant




Jessica Rae Reid, B.A
Town Planning Consultant

Lands Affected by the By-law

The lands affected by this By-law are shown in the key map below.



14 Rain Lake Road; Part of Lots 35, Concession 11, Bethune
Town of Kearney, District of Parry Sound

From: [Tim Porter](#)
To: [Cindy Filmore](#)
Cc: [Nicole Gourlay](#)
Subject: Public meeting for Proposed By-Law Amendment 2022-20 - Nostalgia Antiques
Date: January 24, 2025 10:48:35 AM

Good morning, Cindy if you could pass this off to Mayor Philips and The Honourable Council, please prior to the above meeting to be held Feb 6th 2025 at 6:00 PM.

Dear Mayor Philip and The Honourable Council of The Town of Kearney.

My name is Tim Porter and I own several properties and Businesses in the town of Kearney.

I am writing this letter in our support of the Re-Zoning submission for 14 Rain Lake Rd (Nostalgia Antiques) from Institutional Zoning to site CTS (Commercial town site).

The reason for my support is simple , I spoke to one of my in-house Graphic designers who lives in London Ontario prior to Christmas and she stated that her mom was looking for a certain unique item for a friend and came across the Nostalgia Antiques Web site and it was located in Kearney, she asked me if I knew where it was and I said yes I do. Jessica stated that her and her mom and several friends cannot wait to come to Kearney when it opens to see this Unique shop. Jessica stated that the shop supports women in the work force and also supports local artist. I asked Jess if she or her mom had ever been to Kearney and her statement was, she has never even heard of it. So, this statement alone speaks volumes to me that it will bring new People (Customers) into the Town of Kearney , and once they see how Unique and Beautiful the Kearney area is I know they will be back. Then they will tell more people who will come and spend more money in the area and so on. It is for this and the positive Future Growth of Kearney that we support the application as stated above. Also Pam (my Wife) loves shopping here and talking with Leanne and the other shoppers.

Thank you for the time to review this submission.

Regards

Tim Porter

Office # 705-325-6508 ext 106

Fax # 705-325-4056

Email: tporter@allangmanconstruction.com



Town of
Kearney

APPLICATION TO PURCHASE

- ☒ SHORE ROAD ALLOWANCE
☐ ROAD ALLOWANCE

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

REGISTERED OWNER INFORMATION:

Name of Owner(s): Paul + Shannon Audette
Address: 14 Beaver Lake Lane
Telephone: (705) 746-1735
Email: paul.audette@townofkearney.ca

AGENT INFORMATION (if applicable):

Name of Agent: _____
Company/Firm: _____
Address: _____
Telephone: _____ Email: _____

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

LOCATION OF PROPERTY:

Lot: 3 Conc.: 12PT Township: Kearney Reference Plan: _____ Part/Block/Lot: _____
Property Roll No.: 4918 - 000 - 007 - 03000 - 0000
Civic Address: 14 Beaver Lake Lane
Water Access only: NO
(Name of Waterbody)

DESCRIPTION OF SUBJECT LANDS:

Lot area (ha): 0.28 Lot Road Frontage (m): 83.61 Water Frontage (m): 60.33
Lot Depth (m): 56.63 Easements/Right-of-ways: ☐ Yes ☒ No If yes, describe purpose: _____
Existing Use of Property: house to live in

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

Type of application(s): _____
Date(s): _____

PAST PLANNING ACT APPLICATIONS:

OFFICIAL PLAN / ZONING STATUS:

Official Plan designation: _____
Zoning designation: _____

What is the proposed future use of the subject lands:

to live on

BUILDINGS, STRUCTURES AND USES

Please complete the following for each Building or Structure:

	Building One		Building Two		Building Three	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Type of Building	house		Garage			
Setback from Front Lot Line	30.81m		25.81m	- from water		
Setback from Rear Lot Line	11.84m		24.69m	from water		
Setback from Side Lot Line	7.03m		15.04m			
Setback from Side Lot Line	62m		49.81m			
Height (m)	15 ft.		12 ft.			
Dimensions	1200 sq		24 x 20			
Floor Area	1200 sq ft		480 sq ft			
Date of Construction	?		?			
Existing Use	house		Garage			

REASONS FOR REQUEST

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

I was told I have to buy it.

ACCESS

Are the subject lands accessible by:

- ☐ Provincial Highway
- ☐ Municipal Road (seasonal maintenance)
- ☒ Municipal Road (year-round maintenance)
- ☐ Right of Way
- ☐ Unopened Road Allowance
- ☐ Water Access
- ☐ Other (describe) it is on a private road

SERVICING

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

Storm drainage provided by: ☐ Sewer ☐ Ditch ☐ Swale ☒ Other: (describe) _____

OTHER APPLICATIONS

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



1

PERMISSION TO ENTER

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

April 3/2024

Date

Signature of Registered Owner(s) or Agent

FREEDOM OF INFORMATION

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

April 3/2024

Date

Signature of Registered Owner(s) or Agent

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

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

COST ACKNOWLEDGEMENT

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

April 3/2024

Date

Signature of Registered Owner(s) or Agent

Note: All Invoices for payment shall be sent to the Registered Owner of this Application, unless otherwise requested.

If the Applicant/Owner is a Corporation, the Applicant/Owner shall provide certification that he/she has the authority to Bind the Corporation.

AFFIDAVIT

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

April 3/2024

Date

Signature of Registered Owner(s) or Agent

For Office Use Only

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

Application Fee Paid ☐ Deposit Paid ☐

Staff Initials: _____

Steps In Shore Road / Road Allowance Application Process

1. Staff receives complete application and applicable fees deposit
2. Staff submits report to Council for their consideration
3. Upon approval by Council, staff requests draft plan of survey from applicant
4. Staff contacts adjoining land owner(s) and applicable agencies for input based on draft plan of survey
5. Owner posts signs (provided by Town) 4 weeks prior to by-law
6. Cost of land is calculated from data on draft plan of survey
7. Legal counsel ensures necessary steps are completed
8. At Council meeting, Council approves sale of land, necessary by-laws passed
9. All outstanding fees are collected
10. Legal Counsel completes transfer (the land is **Sold**)

**THE CORPORATION OF THE
TOWN OF KEARNEY**

NOTICE OF PROPOSED ROAD CLOSING AND SALE BY-LAW

TAKE NOTICE that the Council of The Corporation of the Town of Kearney (the “Town”) intends to pass a by-law to close part of the original shore road allowance in front of Part Lot 3 Concession 12 Geographic Township of Bethune; Town of Kearney, more particularly described in Schedule “A” hereto (the “Lands”) and to authorize the sale of the Lands.

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

ANY PERSON wishing to comment on the proposed sale may submit comments in writing by 4:30 p.m. on the 5th day of February, 2025 to the Clerk of the Town at the address set out below. Also at the Council meeting Council will hear electronically any person or counsel/solicitor or agent who claims that his/her land will be prejudicially affected by the by-law and who applies to be heard. Please contact the Clerk for more information as to how a person may attend the meeting electronically.

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

THE SAID by-law will come before Council for consideration at the Council meeting to be held at 6:00 p.m. on the 6th day of February, 2025, in the Council Chambers at 8 Main Street, Kearney, Ontario.

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

SCHEDULE “A”

Part of the original shore road allowance in front of Part Lot 3 Concession 12 Geographic Township of Bethune; Town of Kearney; designated as Part 2, Plan 42R-22671.

A Key Map of the Lands is set out below:

Key Map



Affected Lands

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2025-

A BY-LAW TO CLOSE AND SELL PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF PART LOT 3 CONCESSION 12 GEOGRAPHIC TOWNSHIP OF BETHUNE; TOWN OF KEARNEY (AUDETTE)

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

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

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

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

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

1. Close – This Council does hereby close the highway on the lands more particularly described in Schedule "A" attached hereto.
2. Lands Are Surplus – This Council does hereby declare this said land to be surplus.
3. Easements – This Council does hereby authorize the transfer of such easements over the lands described in Schedule "A" attached hereto as required by utility providers.
4. Authorization of Sale – This Council does hereby authorize the sale of the said lands by way of direct sale to Raymond Paul Audette and Shannon Marie Audette for the consideration of \$5,353.00 plus HST of \$435.84, subject to any easements as set out in Paragraph 3 above.
5. Execution of Documents – This Council does hereby authorize the Mayor and Clerk or Deputy Clerk to sign all documents and to take all action necessary to carry out the intent of this By-law.

READ a First and Second Time this 6th day of February, 2025.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

READ a Third and Final Time and Enacted in Open Council this 6th day of February, 2025.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

**SCHEDULE "A" TO BY-LAW NO. 2025-
OF THE CORPORATION OF THE TOWN OF KEARNEY**

Part of the original shore road allowance in front of Part Lot 3 Concession 12 Geographic Township of Bethune; Town of Kearney; designated as Part 2, Plan 42R-22671.

DRAFT

The Corporation of the Town of Kearney

SPECIAL COUNCIL MEETING MINUTES
Council Chambers
Thursday, January 16, 2025 – 3:00 p.m.

Council Members Present:	Mayor:	Cheryl Philip
	Deputy Mayor:	Michael Rickward
	Councillors:	Keven Beaucage, Heather Pateman and Jill Sharer
Staff Present:	Nicole Gourlay, Clerk Administrator (CA)	

1.

Call the Meeting to Order

The meeting was called to order at 3:00 p.m.
2.

Approval of Agenda

Resolution 2025-01

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED that Agenda of the Special Council Meeting of the Corporation of the Town of Kearney of Thursday, January 16, 2025 be adopted as circulated.

CARRIED
3.

Closed Session

Resolution 2025-02

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney moves into closed session at 3:06 pm under Section 239 of the Municipal Act, under the following subsections:

(3.1) Council Training

CARRIED

Resolution 2025-03

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

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 5:37 pm

CARRIED
4.

Adjournment

Resolution 2025-04

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 5:38 pm

CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

The Corporation of the Town of Kearney
REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, January 16, 2025 – 6:00 p.m.

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

Staff Present: Nicole Gourlay, Clerk Administrator (CA)
Paul Audette, Public Works Superintendent (PWS)

Staff were present for the entirety of the meeting.

A Moment of Silence was held to honour the memory of Jenny Thomas and to honour the memory of Helen (White) Fowler

1. **Call the Meeting to Order**
The meeting was called to order at 6:00 p.m.
2. **Approval of Agenda**
Resolution 2025-05
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney adopts the Agenda of January 16, 2025 as circulated.
CARRIED
3. **Disclosure of Interest**
Keven Beaucage submitted a Declaration of Pecuniary Interest in relation to Chq #34373, a cheque payable to Stefanie Allen, her daughter.
4. **Delegations/Presentations/Public Meetings** - nil
5. **Consent List**
Resolution 2025-06
Moved by: Councillor Pateman; Seconded by: Councillor Sharer
BE IT RESOLVED that the Consent List from the Council Meeting of Thursday, January 16, 2025, 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**
Nil
7. **Items for Discussion**
7.1 EcoVue Staff Report – Meier Consent Applications – Echo Ridge Rd.
Resolution 2025-07
Moved by: Deputy Mayor Rickward; Seconded by: Councillor Beaucage
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives EcoVue Staff Report regarding the Meier Applications for Consent B-055/24, B-056/24, B-057/24; AND FURTHER that the Council of the Corporation of the Town of Kearney recommends support of this application with the following conditions:
 1. An application for Zoning By-law Amendment that rezones those portions of the Severed Lot 2 (B-055/24) and the Retained Lot within the setbacks of the watercourse identified in the Watercourse Assessment completed by FRI Ecological Services, dated December 16, 2024, to the Environmental Protection (EP) Zone.
 2. A plan prepared by an Ontario Land Surveyor (O.L.S.) showing the location of the watercourses identified on Severed Lot 2 (B-055/24) and the Retained Lot in the Watercourse Assessment completed by FRI Ecological Services, dated December 16, 2024.
 3. Confirmation in writing from the Town of Kearney that a 911 Address Number to the new lots has been assigned.
 4. A payment-in-lieu of a parkland dedication shall be paid in accordance with Section 51.1 of the *Planning Act* acceptable to the Town of Kearney in cash or certified cheque.

5. A draft reference plan of survey, prepared by an Ontario Land Surveyor (O.L.S.) be provided to the Town of Kearney for review prior to registration.
6. All portions of the severed or retained property which contain a deviation or portion of Echo Ridge Road, which is maintained by the municipality as a public road, the Applicant shall survey and transfer to the municipality. The area to be surveyed and transferred shall generally be 66 feet in width and centered upon the centre line of the present travelled road
7. That all Municipal taxes to date shall be paid in full.
8. That all Town fees and disbursements (legal, engineering, planning), if any incurred by the Town with respect to this application shall be paid for by the owner.

CARRIED

Resolution 2025-08

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives EcoVue Staff Report regarding the Meier Applications for Consent B-058/24, B-059/24; AND FURTHER, regarding Consent Applications B-058/24 and B-059/24, that the Council of the Corporation of the Town of Kearney recommends support of these applications with the following conditions:

1. An application for Zoning By-law Amendment that rezones those portions of the Severed Lot and Retained Lots within the setbacks of the watercourses identified in the Watercourse Assessment completed by FRI Ecological Services, dated December 16, 2024, to the Environmental Protection (EP) Zone.
2. A plan prepared by an Ontario Land Surveyor (O.L.S.) showing the location of the watercourse identified on Severed Lot C (B-059/24) in the Watercourse Assessment completed by FRI Ecological Services, dated December 16, 2024.
3. Confirmation in writing from the Town of Kearney that a 911 Address Number to the new lots has been assigned.
4. A payment-in-lieu of a parkland dedication shall be paid in accordance with Section 51.1 of the *Planning Act* acceptable to the Town of Kearney in cash or certified cheque.
5. A draft reference plan of survey, prepared by an Ontario Land Surveyor (O.L.S.) be provided to the Town of Kearney for review prior to registration.
6. All portions of the severed or retained property which contain a deviation or portion of Echo Ridge Road, which is maintained by the municipality as a public road, the Applicant shall survey and transfer to the municipality. The area to be surveyed and transferred shall generally be 66 feet in width and centred upon the centre line of the present travelled road
7. That all Municipal taxes to date shall be paid in full.
8. That all Town fees and disbursements (legal, engineering, planning), if any incurred by the Town with respect to this application shall be paid for by the owner.

7.2 Letter from Kelly Shire Foundation re: Waive Rental Fees

Resolution 2025-09

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney has received a request from the Kelly Shires Foundation to waive the rental fees for the Kearney Community Centre for annual Kelly Shires Breast Cancer Snow Run held on February 9, 2025; AND WHEREAS this fund-raising event has been held at the Kearney Community Centre for many years; AND WHEREAS the Kelly Shires Breast Cancer Snow Run raises funds to support individuals battling breast cancer; NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Town of Kearney hereby supports the waiving of rental fees for this event.

CARRIED

7.3 Resolutions from the Dogsled Race Committee

Resolution 2025-10

Moved by: Councillor Beaucage; Seconded by Councillor Pateman

WHEREAS the Kearney Dog Sled Races will be held on February 7, 8 & 9, 2025; AND WHEREAS this event is an important economic and cultural event for the Town of Kearney; NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby declares the Kearney Dog Sled Races to be a festival; AND FURTHER that all by-laws in contravention of the festival ie: noise by-law regarding barking dogs, be suspended for the duration of the event; AND FURTHER that as a safety precaution, Council authorizes the closure of the Kearney Transfer Station at 149 King William St. for the entire weekend of February 8 and 9, 2025 with the Kallio Rd Transfer Station remaining open both days from 9:00 am until 5:00pm; AND FURTHER that Council authorizes the use of the Kearney Community Centre, parking areas and equipment as well as the Town's Public Works equipment and

employees as available for the event which shall be arranged with the Public Works Superintendent and the Clerk Administrator.
CARRIED

7.4 SR2025-08 Recover of Costs after Demolition of Building by Town
Resolution 2025-11

Moved by: Councillor Beaucage; Seconded by: Councillor Sharer
BE IT RESOLVED the Council of the Corporation of the Town of Kearney hereby receives SR2025-08, the Recovery of Costs and Demolition of Building by Town report from Matthew Clouthier, CBO.
CARRIED

7.5 SR2025-09 Construction Waste Costs
Resolution 2025-12

Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives SR2025-09, the report regarding the Estimated Cost for Construction Waste from Paul Audette, Public Works Superintendent.
CARRIED

7.6 Staff Memo: Update on Grader
Resolution 2025-13

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives and accepts the Staff Memo from Paul Audette regarding the John Deere Grader; AND FURTHER that Council thanks the Public Works Superintendent for his work on this issue and the clarification this memo provides.
CARRIED

7.7 SR2025-10 DRAFT Donations Policy
Resolution 2025-14

Moved by: Councillor Pateman; Seconded by: Deputy Mayor Rickward
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby receives SR2025-10 and the DRAFT Donations Policy, as attached; AND FURTHER that this by-law be brought to a future meeting for further discussion.
CARRIED

8. Other Business

Resolution 2025-15

Moved by: Councillor Beaucage; Seconded by: Councillor Pateman
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney requests that Staff bring back a list of Bylaws that this Council has updated or created since they took office in November 2022; AND FURTHER a list of Policies in Place and one older bylaw for review.

9. Correspondence for Information

Resolution 2025-16

Moved by Deputy Mayor Rickward; Seconded by: Councillor Pateman
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney all items within Correspondence for Information Section; AND FURTHER that Council direct Staff to write letters of support from the Town of Kearney for any of the mentioned resolutions of support.
CARRIED

10. By-laws

Nil

11. Closed Session

Resolution 2025-17

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 at 7:01 pm, under Section 239 of the Municipal Act, under the following subsections:
(2)(b) Personal Matters about an Identifiable Individual
(2)(d) Labour Relations or Employee Negotiations
CARRIED

Resolution 2025-18
Moved by: Deputy Mayor Rickward; Seconded by Councillor Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in
Open Session at 9:00 pm
CARRIED

Resolution 2025-19
Moved by Deputy Mayor Rickward; Seconded by: Councillor Sharer
BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney ratifies the
Memorandum of Settlement regarding the Town of Kearney CUPE Collective Agreement dated
January 14, 2025; AND HEREBY authorizes the Treasurer to adjust wages as per the
Memorandum of Settlement.

12. **Confirming By-law**

Resolution 2025-20
Moved by: Deputy Mayor Rickward; Seconded by; Councillor Pateman
BE IT RESOLVED that By-law 2025-01 being a by-law to Confirm the Proceedings of the
Regular Meeting of January 16, 2025, 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 2025-21
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 9:02 pm
CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

The Corporation of the Town of Kearney

SPECIAL COUNCIL MEETING MINUTES
Council Chambers
Wednesday, January 29, 2025 – 11:00 a.m.

Council Members Present:	Mayor:	Cheryl Philip
	Deputy Mayor:	Michael Rickward
	Councillors:	Keven Beaucage, Heather Pateman and Jill Sharer
Staff Present:	Nicole Gourlay, Clerk Administrator	
	Jenny LeBlond, Treasurer	
	Paul Audette, Public Works Superintendent	
	Paul Schaefer, Fire Chief	
	Matt Clouthier, Chief Building Official	
	Jason Newman, Bylaw Enforcement Officer	
	Bryan Austin, Bylaw Enforcement Officer	
Guest:	Adrienne Harrop, Consultant	

1.

Call the Meeting to Order

The meeting was called to order at 11:20 a.m.
2.

Approval of Agenda

Resolution 2025-22

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

BE IT RESOLVED that Agenda of the Special Council Meeting of the Corporation of the Town of Kearney of Wednesday, January 29, 2025 be adopted as circulated.

CARRIED
3.

Strategic Planning Discussions

The Mayor gave the floor to Adrienne Harrop.

As the purpose of the meeting was to enable discussions regarding the development of the Strategic Plan for Kearney, a typical meeting set up was foregone and Council and Staff were able to interact and move from station to station to review the questions and provide input to Ms. Harrop.
4.

Adjournment

Resolution 2025-23

Moved by: Councillor Pateman; Seconded by: Councillor Sharer

BE IT RESOLVED that the Special Council Meeting of the Corporation of the Town of Kearney adjourn at 2:50 pm

CARRIED

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

Town of Kearney
A/P Batch Report (2 batches Jan 15/16)
Batch: 2025-00002 to 2025-00004

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34429	1/16/2025	2Beez Promotions Dog Sled Apparel	1,501.88
34430	1/16/2025	Abitibi Sled Dogs Dog Sled Tours	3,579.30
34431	1/16/2025	ADR Chambers Annual Retainer Fee (339 ⁰⁰) Fees for service (791 ⁰⁰)	1,130.00
34432	1/16/2025	Allen, Stefanie Reimbursement for By-law expense	16.49
34433	1/16/2025	Bayshore Broadcasting Dog Sled Radio Advertising	565.00
34434	1/16/2025	Bell Mobility Inc. P/W & F/D Monthly Cell/B/D Monthly Data Flex	321.98
34435	1/16/2025	Bowman Fuels Ltd. P/W Vehicle Diesel	2,293.55
34436	1/16/2025	Bugelli, Lisa Fitness Instructor Fee (December)	180.00
34437	1/16/2025	Burk's Falls Building Ctr Ltd KCC Outdoor faucet	59.87
34438	1/16/2025	Call of the Wild Inc. Dog Sled - Portable washrooms	1,937.95
34439	1/16/2025	CGIS Centre Slims Contracted Services (1st qtr levy)	3,277.02
34440	1/16/2025	ClayMar Electric KCC & F/D Generator Service	485.90
34441	1/16/2025	CRA - Receiver General Source Deductions - (Jan 1-15)	12,377.08
34442	1/16/2025	Cunningham, Jim Dog Sled Race Marshal	1,000.00
34443	1/16/2025	D.P.S.M.A Admin 2025 Membership dues	200.00
34444	1/16/2025	Doane Grant Thornton LLP Audit 2024 Financial Statements	6,045.50
34445	1/16/2025	Dr. Ron Moore Dog Sled Vet	1,000.00
34446	1/16/2025	Minister Of Finance (EHT) Health Tax Interest Nov (delayed by mail)	95.49
34447	1/16/2025	Minister Of Finance (EHT) Health Tax December Remittance	2,056.36
34448	1/16/2025	Fetterley's Gas & Convenience All depts fuel & supplies	787.09
34449	1/16/2025	Fibernetics Corporation Phone for all departments x 3 months	1,292.65
34450	1/16/2025	Garneau, Marcel Dog Sled - timing services	850.00
34451	1/16/2025	Huronian Alarm & Fire Security KCC Alarm Monitoring (1st Qtr)	81.36
34452	1/16/2025	Hydro One Networks Inc. Monthly Hydro	4,250.36
34453	1/16/2025	Jones Motor Lines T/S & lines PK - Service outdoor washrooms	271.20
34454	1/16/2025	Kidd's Home Hardware Bldg. Centre KCC Supplies/Rec Comm Supplies	182.25
34455	1/16/2025	Lake Country Office Solutions Admin Monthly photocopy fees	343.38
34456	1/16/2025	Mashinter, Amanda Fitness Instructor Fee - December	158.20
34457	1/16/2025	Ministry of Finance - Ontario MNR Forest Protection Fees (2024)	7,827.66
34458	1/16/2025	Ministry of Finance - Ontario OPP KSR October Policing Services	25,180.00
34459	1/16/2025	Ministry of Finance - Ontario Void Computer Error	25,180.00
34460	1/16/2025	Moore Propane Ltd. KCC & P/W Propane Fills	3,629.57
34461	1/16/2025	Munisoft Admin Annual Software Agmt	5,559.60
34462	1/16/2025	Muskoka Rent-All Huntsville Finance Charge (Dec Jan) (delayed in mail)	13.12

Date Printed
1/28/2025 4:09 PM

Town of Kearney
A/P Batch Report (2 batches Jan 15/16)
Batch: 2025-00002 to 2025-00004

Page 2

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Payment Amount
34463	1/16/2025	Netspectrum F/D Monthly Internet	74.52
34464	1/16/2025	Novexco Inc Admin & B/O Office Supplies	98.22
34465	1/16/2025	OBOA Voided - wrong acct #	26.00
34466	1/16/2025	Parry Sound Ambulance Fire Dispatch Services 2024	1,958.04
34467	1/16/2025	Reid, Devon Dog Sled (Refund) - Cancelled registration	80.00
34468	1/16/2025	Rickwards Small Motors Inc F/D Vehicle 318 Battery	276.84
34469	1/16/2025	Robinson, Marjorie Contracted acct services (Jun - Dec 2024)	10,250.73
34470	1/16/2025	Russell Christie LLP B/O legal (1840 ⁹⁵) / Various Consents (8438 ⁷⁶)	10,279.71
34471	1/16/2025	Russell Christie LLP General legal Re: Recycling contract	543.08
34472	1/16/2025	Southdown Animal Clinic Dog Sled - Support head veterinarian	300.00
34473	1/16/2025	Spectrum Telecom Group Ltd. F/D Peversey Monthly Tower Rental	274.93
34474	1/16/2025	Telequip Systems Limited P/W Monthly Radio usage	237.30
34475	1/16/2025	Three Mile Truck & Trailer Repair P/W F-550 Repair	2,444.42
34476	1/16/2025	Township Of Armour Bylaw Dec Exps (5060 ⁶⁴) / 2025 Rd maint. agmt	9,128.64
34477	1/16/2025	Trackmatics Inc. All depts Monthly GPS Tracking (4068)	959.38
34478	1/16/2025	ULINE Canada Corp KCC Maintenance Supplies	277.13
34479	1/16/2025	Waste Connections of Canada T/S Recycle Dump & Return	6,061.50
34480	1/16/2025	Watt's Trophies Regatta 2024 Trophies & Medals	1,427.76
34481	1/16/2025	Ministry of Finance - Ontario OPP KSR Nov Policing Services	25,105.48
Total Computer Cheque:			183,532.49

Total AP: 183,532.49

Report Prepared for Council Meeting of February 6, 2025

This is the 'List of Accounts' report for Cheques #34429 to #34481 in the amount of \$183,582.49. This report also includes \$7,594.22 online visa payment.

The grand total of the paid invoices for this period is: \$191,176.71

TRANSFER STATION ATTENDANCE AND COLLECTED FEES						
Presented at the Regular Council Meeting on February 6, 2025						
Date	Waste bins pick-up Construction Recycle Garbage Furniture	Location Attendance		Cash Fees		Site Fee Totals per Day
		King William	Kallio	King William Cash Fees	Kallio Cash Fees	
Reporting Period - Jan 7 - 20, 2025						
Jan 7	2C/1P	18				-
Jan 10		20	5		-	-
Jan 11		19	3		2.00	2.00
Jan 12		28	4	20.00	-	20.00
Jan 13		14	5		-	-
Jan 14		22	9		-	-
Jan 17		25	7		-	-
Jan 18		20	4			-
Jan 19		19	6			-
Jan 20		13	4		-	-
					-	-
				-	-	-
						-
						-
						-
Count Totals		198	47	REPORTING PERIOD		\$ 22.00
Station Attendant:		Josh Dresser		Notes:		
Report Date:		January 28, 2025				

DATE OF COUNCIL MEETING	RESOLUTION NUMBER	RESOLUTION	ACTION REQUIRED	STAFF	STATUS	COMPLETED	NOTES/COMMENTS
Mar 7/24	2024-75	Policy re waiving fees	policy	Nicole	in progress		investigating review
April 18/24	2024-114	AMPS - bring back revised	Revise to include applicable by-laws	Nicole/Cindy/Jason	in progress		coordinate with all staff
April 18/24	2024-122	Bring Back Report re Keep Office Open	Report re Staff Safety/Regulations	Nicole	in progress		
			Contact Planning Board/owner re 3 way cost	Cindy	in progress		
August 1/24	2024-243	Rock Point Road Deviation					
Oct. 17/24	2024-324	Grant Applications	Review and apply	Cindy		in progress	
Oct. 17/24	2024-329	Town Hall Mtg	Note date/time	Nicole, Stef		Postponed until 2025	
Nov. 28/24	2024-379	waste mgmt update	review & update	Paul A., Nicole		2025-012 - Report to Council re Con. Waste	
<u>2025</u>							
Jan. 16/25	2025-007	Meier Consent B0551-24, B056-24, B057-24	move forward with file	Cindy	completed		
Jan. 16/25	2025-008	Meier Consent B058-24, B059-24	move forward with file	Cindy	completed		
Jan. 16/25	2025-009	Kelly Shire Waive Fees	advise applicant	Stef	Complete		
Jan. 16/25	2025-010	Dogsled Race Request	advise Paul A, notify public of closure	Paul A., Nicole, Stef	Complete		
Jan. 16/25	2025-014	Donation Policy	bring back for further discussion	Nicole/Cindy	Complete		
Jan. 16/25	2025-015	List of By-laws and Policies	provide list of by-laws, policies	Nicole, Cindy	Complete		
Jan. 16/25	2025-016	Correspondence	send letters to MPs, MPPS, etc.	Stef	Complete		
Jan. 16/25	2025-019	Ratify CUPE Settlement	notify CUPE, move forward	Nicole	Complete		

**Southeast Almaguin Highlands Regional Fire Services Committee
(RFSC)**

MINUTES

Thursday, November 21, 2024

Perry Township Council Chambers
(Sign-in sheet attached)

1. Call to Order

Mayor Norm Hofstetter opened the meeting at 7:00 p.m.

2. Minutes

Resolution No. 2024-05

Moved by: Chris Hope

Seconded by: Rod Ward

Be it resolved that the Regional Fire Services Committee hereby approves the Thursday, August Minutes as presented.

Carried

3. Live Fire Training Unit

Progress - The pad has been poured.

Each Fire Department has been billed for the progress and billing to date for the live fire training unit (\$20,904.96 including taxes) and the projected cost for 2025 of \$15,335.19 was provided on the invoice. Operating costs are not known at this time.

4. Updates on Recruitment and Retention

The Fire Chiefs provided an update. They outlined that retention will always be a problem in volunteer service and that is why we need to rely on the 5 Station service.

Honorariums need to be looked at. There are some Fire Departments still on the points system which needs reviewed. Volunteer Fire Departments can offer OMERS. Magnetawan offered this, however none accepted.

The Fire Chiefs had been working on a proposal for full-time firefighters to be stationed centrally to cover off at times where there are limited volunteers.

It was suggested to look at High School job fairs for recruitment.

Chief Training Officer updated that they expect to have 10 or more Level 1, and also Level 2 instructors by the new year. It is the goal to have enough instructors for training to carry on when the Training Officer retires.

5. Shared Equipment

The Fire Chiefs will be bringing forward a shared RDC to be included in each of their 2025 Budgets.

Township of McMurrich/Monteith will pay for the RDC and will distribute invoices to the other Fire Departments.

The Fire Departments continue to use the old Perry Municipal Office as their Training House. It is used monthly for search facilities.

6. Other Business

The Chair asked for a better understanding of what occurred at the September 4, 2025 structure fire located off of Boundary Road in Novar. The Fire Chiefs and Chief Training Officer provided a general overview for the Committee.

The Burk's Fall Fire Hall is looking to be located in a central location within the region, with Perry Township Fire Hall being the next central location.

7. Next Meeting

The Chair will be away during the month of February 2025, therefore the next meeting has been tentatively scheduled for Thursday, March 6, 2025 at 7:00 pm in the Perry Council Chambers.

Adjourn

The meeting adjourned at 8:16 p.m.

Dated this 6th day of March, 2025.

Norm Hofstetter, *Chair*

**TOWN OF KEARNEY
RECREATION COMMITTEE MEETING MINUTES
Council Chambers
Tuesday, November 26, 2024 – 3:00 p.m.**

Members Present: C-A Nicole Gourlay, Councillor Jill Sharer, Bea Dubuc, Janet Dunsmore, Tracey Mashinter, Pauleen Patton and Laura Seaton.

Regrets: Patti Kennery

1. Call Meeting to Order – meeting called to order at 3:01pm.

2. Approval of Agenda

Res. No. 60-24 Bea Dubuc, Jill Sharer

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

CARRIED

3. Disclosure of Interest

None noted.

4. Delegations/Presentation

4.1 Joshua Webster – Yoga Instruction Presentation

Joshua presented his experience and what types of programming he believes that could benefit Kearney including restorative yoga (mainly adult teaching experience). He requested that the Committee take this into consideration when looking at future programming. The Committee thanked Joshua for his presentation and outlined that should the Committee wish to expand their programming we would include him in the request for proposals.

4.2 Lisa Bugeli – 2025 Exercise Classes

Lisa presented the Committee with statistics from the last year of programming and requested an increase to her current rate from \$30 to \$50 per class. The Committee thanked Lisa for her presentation and all the work she has done for the Town in helping people stay active. We have had a great response over the last year.

5. Adoption of Previous Meeting Minutes

Res. No. 61-24 Janet Dunsmore, Jill Sharer

BE IT RESOLVED that the Recreation Committee of the Town of Kearney, adopts the meeting minutes as circulated for the meeting of October 8, 2024.

CARRIED

6. Items for Discussion

6.1 Staff Activity Report

Staff gave an update on numbers to the committee for the regular programming. Below are the numbers provided to the committee.

Month	<u>Pickleball Tues/Thurs</u>	<u>Pickleball Wednesdays</u>	<u>Fitness - Monthly</u>	<u>Fitness - Drop In</u>	<u>Country Fusion - 10 week Session</u>	<u>Country Fusion - Drop Ins</u>	<u>CPR</u>	<u>Lacto- fermentation</u>
January	NA	76	31	NA	NA	NA	NA	NA
February	NA	53	37	0	NA	NA	NA	NA
March	NA	43	23	1	NA	NA	NA	NA
April	33	30	16	2	NA	NA	NA	NA
May	13	10	21	0	NA	NA	NA	NA
June	22	29	25	5	NA	NA	NA	NA
July	12	11	24	3	NA	NA	NA	NA
August	7	9	22	1	NA	NA	NA	NA
September	34	33	21	0	10	10	NA	9
October	33	30	24	4	NA	13	8	NA
November	20	23	27	1	NA	10	NA	NA
December	NA	NA	NA	NA	NA	NA	NA	NA

- Halloween Recap

The Halloween event went off without a hitch and thank you to all the volunteers who helped out. Parents were getting tickets for hot dogs and candy, so that will need to be changed for next year to not run out. The timing was good, so the Committee agreed it should continue from 6-7:30 again. A different layout may have helped more (cupcakes between the games for instance). Evolve the event with a maze of some sort and ensure the motion characters are set up in the right spots to go off more often. All in all, once again it was a great event!

- Rosalee Concert Recap

Roughly \$950.00 was raised and donated to the Poppy Fund. Great event and many people spoke about the amazing story telling she did. Will look to do something similar again next year a few times.

6.2 Report on outstanding items:

- Storage Bins

The bin clean out will happen on December 6th at 10AM Pauleen, Janet and Tracey have offered to help with this.

- Christmas Light Decorating Contest – poster included

This will be presented by the Mayor at the Christmas Begins in Kearney event.

- Decorating Lobby and Gym – Nov 29th at 1pm

Pauleen to confirm time with Cathy Hare

- Christmas Begins in Kearney – volunteers needed

Committee members were asked to reach out to the C-A to let her know who would be available to help with games etc. at the Fire Department.

6.3 2025 Programming & Events Information for discussion

- Youth Dance Program

Res. No. 62-24

Tracey Mashinter, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney approves the Youth Dance Programming to begin January 16th 2025 for 8 weeks in the amount of \$60/participant. CARRIED

- Line Dancing Update

Res. No. 63-24

Bea Dubuc, Janet Dunsmore

BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to do another 10 week session of Country Fusion Dancing with Cindy Legett for \$100.00 per participant for the block and \$15.00 per participant drop-in rate starting in January 2025.
CARRIED

Res. No. 64-24 Bea Dubuc, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to pay Cindy Leggett \$90/class for the Country Fusion Fitness program starting in 2025.
CARRIED

- Exercise Classes – Current and Future
Res. No. 65-24 Jill Sharer, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to increase Lisa Bugelli's cost to \$50/class for 2025 fitness classes on Tuesdays & Thursdays.
CARRIED

Res. No. 66-24 Jill Sharer, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney agrees to increase the monthly fitness passes to \$45.00/month/participant for Tuesday & Thursday exercise classes in 2025.
CARRIED

- Staffing to assist with events/programming
The C-A confirmed that it is Management Staff intent to provide Council a plan to have a recreation and events coordinator position in 2025. We are hopeful to have another Parks and Facilities individual available to assist with building maintenance as well early in 2025.

The Committee also discussed having a Family Skating party in January maybe the 31st or 25th with hot dogs and hot chocolate and games at the KCC from 12-2. The date to be confirmed by the C-A on what is available for facilities.

7. Closed Session

None

8. Adjournment

Res. No. 67-24 Bea Dubuc, Janet Dunsmore
BE IT RESOLVED that the Recreation Committee of the Town of Kearney adjourns the meeting at 5:04 p.m. to meet again January 14th at 3PM.
CARRIED

Chair

Secretary



705-382-2900
www.almaguin-health.org

Minutes: January 9, 2025 at 10:00 am via Zoom and at the Township of Perry Municipal Office.

Present: Rod Ward (Chair), Delynne Patterson, Margaret Ann MacPhail, Vicky Roeder-Martin (Vice- Chair), Sean Cotton, Brad Kneller, Norm Hofstetter, Jim Ronholm, Cheryl Philip, Tom Bryson, Luke Preston, Ashley Soundy (Secretary)

Regrets: None

Guest: Cheryl Harrison, Sandy Zurbrigg, Isabel Pereira, Sarah Mackinnon, John Theriault, Dave Gray, Courtney Metcalf, Rocco Frangione

Called to order at 10:00 am by Chair R. Ward

1. 2025-01 Moved by Brad Kneller - Seconded by Tom Bryson

THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of December 5, 2024, as circulated. Carried.

2. **DECLARATION OF PECUNIARY OF INTEREST:** None

3. **DELEGATIONS:** None

4. **RESOLUTIONS PASSED:** None

5. **ITEMS FOR DISCUSSION:**

a) **Updates from MAHC**

The following was summarized by R. Ward from the MAHC Quarterly Update:

- Redevelopment application submitted to the Ministry in November should see comments coming back starting in January - the process is moving along well
- MAHC recruitment efforts have paid off over the last year as vacancy number of 350 in December 2023 have now been reduced to 80
- The MRI machine should be operational in late spring of 2025.

C. Harrison confirmed that the hospital is running at a 125% - 135% capacity due to the surge of illnesses like influenza, respiratory illness, pneumonia, etc. This is currently a problem across the province. The Covid outbreak that had a section of the hospital closed ended last week.

b) **Updates from Almaguin Highlands Family Health Team**

Rebecca Paul, Executive Director for AHFHT, will be leaving at the end of February. On December 18, 2024 Rod Ward stepped aside as Chair for the AHFHT Board and resigned from the Board.

S. MacKinnon reports that the Sundridge Medical Office has been very fortunate to receive funding to hire an additional RN and Administration personnel. Interviews will take place later this month and they are hoping to hire by February. These new positions will be focused on programming. A new Nurse Practitioner also started on January 8, 2025. Sundridge Medical is seeing a lot of wins recently.

c) Review Updated AHHC Terms of Reference

R. Ward reviewed the updates of the Terms of Reference. Discussion took place regarding the Administrator/Secretary Responsibilities - financials portion. Follow-up regarding creation of a separate bank account for the committee is required. Resolution not carried at this time. Will discuss at a later date.

d) Feedback from Municipal Partners – Cost-Recovery Options for 150 Huston Street Building

A general discussion took place regarding the ongoing deficit that the facility sustains each year. C. Philip stated that the Town of Kearney passed a resolution detailing that the deficit could be assisted by other revenues such as rent be paid by the tenants in the amount of \$834/month. Noted that this should be a separate conversation between the Village of Burk's Falls and the MAHC as this is a Tenant/Landlord topic. Questions asked and answered on how the budget will be calculated and shared-costing options. Municipalities received an invoice for 2023 and S. Cotton was directed to check the status of the 2024 invoice to municipalities. General consensus is to choose the option of majority support to assist with the cost recovery. L. Preston confirmed that the Village of Sundridge passed a resolution to provide \$3000 towards the deficit of the facility for 2023. Township of Armour received an invoice for \$5,348 for 2023. Cost Recovery options has been deferred to a later date for more discussion.

e) Summary of Muskoka and Area Ontario Health Team Committee meetings for December

S. Zurbrigg gave a brief update on PFCPAC, which was focused on succession planning initiatives and recruitments to start soon. M. MacPhail reported that the Care at Home program is making progress and moving into a task force. David Gravelle has joined MAOHT as a recruiter for the area. S. MacKinnon is working on a Primary Care Network that will work with physicians, nurse practitioners and midwives that work in our region from Sundridge to Gravenhurst. Group was created to have a voice and their focus points will be on the Scope and Best Care programs.

f) Current Financials

The AHH Council account holds a total of \$9,050.69, unchanged from last month.

g) **Other Business**

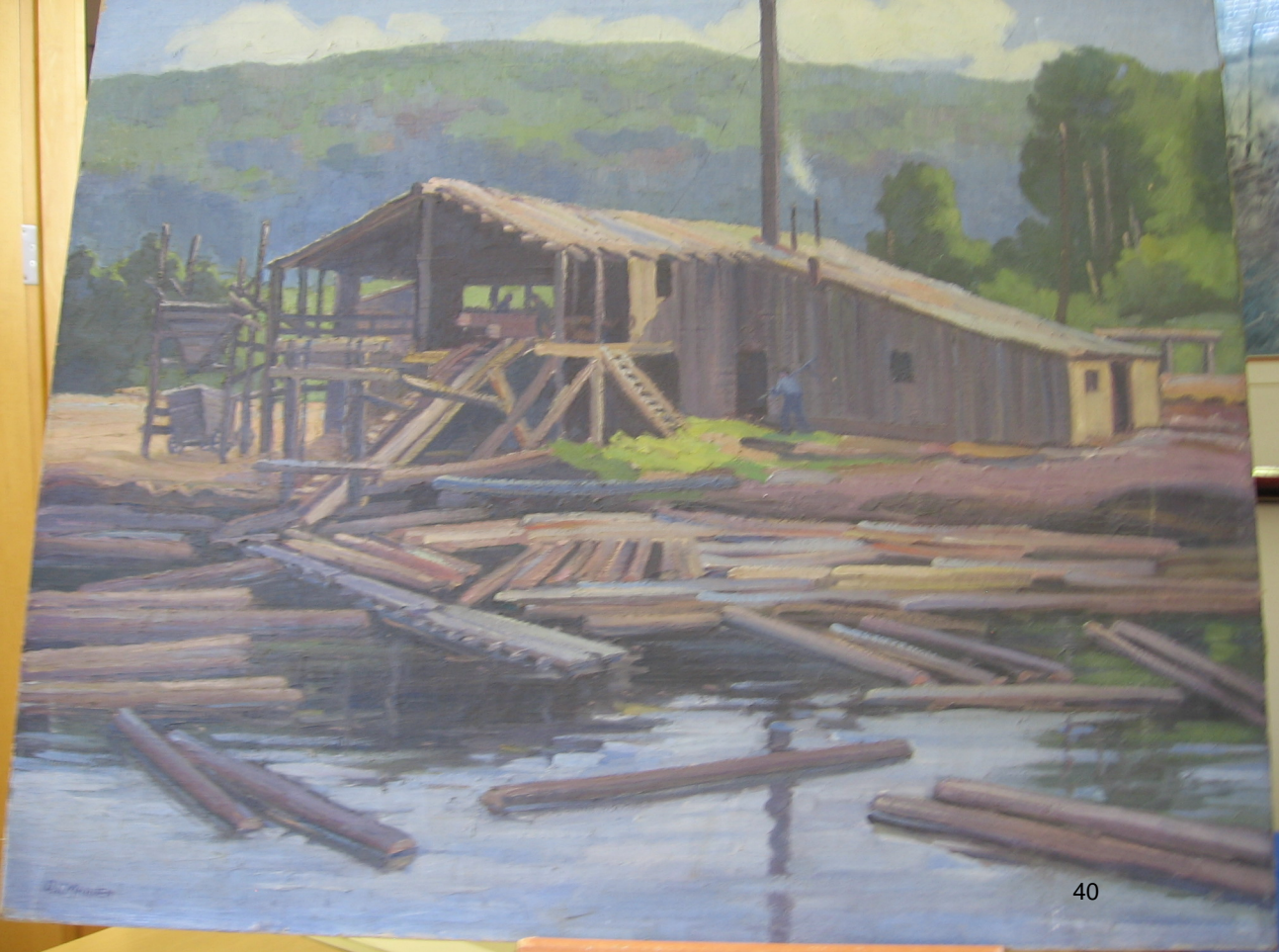
Concerns of a risk of losing services over rental options at AHHC building were voiced. C. Harrison stated that if there are services that the MAHC can provide to the community, they will and the future of outreach services is a good discussion to hold.

V. Roeder-Martin suggested possible options to support local health care initiatives such as community awareness programs that could generate more interest.

6. ADJOURNMENT

2025-02 Moved by Vicky Roeder-Martin - Seconded by Brad Kneller

THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 11:10 am to meet again on February 6, 2025 at 10:00 am at Perry Township. Carried.





RESOLUTION

2024-15

Be it resolved that the Almaguin Community Economic Development Board have received and reviewed the Almaguin Housing Task Force Summary and Recommendations report. Furthermore, the Board recommends that the report be reviewed and adopted by ACED Member and non-member municipalities as: ~~(please circle)~~.

CIRCULATED

AMENDED

MOVED BY:

Brenda Scott South River.

SECONDED BY:

Janifer

CARRIED:

☒ Yes

☐ No

Comments:

Wickerville.



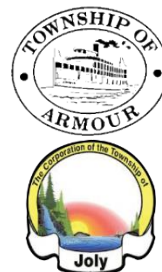
Almaguin Housing Task Force

Summary and Recommendations

Produced by: Almaguin Housing Task Force
Version: Fall 2024



Township of
McMurrich/Monteith



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Introduction

The Almaguin Housing Task Force (AHTF) represents a collaborative, regional effort to address the housing shortage that exists in the East Parry Sound District (Almaguin Highlands Region). The availability of housing options throughout all facets of the housing continuum is widely recognized as a key component in the region's ability to attract and retain sustainable economic growth. Shortages in available housing options directly affect assessment growth potential in Almaguin's municipalities, labour force growth that supports existing business expansion and new business investment, and generally impacts community development opportunities that drive quality of life throughout the region.

“Create distinct strategies to address regional challenges in housing supply and affordability in rural, remote, northern, and Indigenous communities”. 2023 “Home Stretched: Tackling Ontario’s Housing Affordability Crisis...”, Ontario Chamber of Commerce

The principles that guide the AHTF, per the Almaguin Housing Task Force Terms of Reference, include the following:

- To gain and maintain a functional understanding of the factors that impact the development, improvement, and accessibility of housing throughout the Almaguin Region.
- To provide actionable recommendations to member municipalities that encourage responsible and compatible housing development.
- To ensure the accessibility of information and resources to all stakeholders.
- To steward collaborative partnerships with relevant stakeholders throughout the Parry Sound District that focus on improving housing investment readiness, the implementation of best practices, and other activities that support these guiding principles.
- To build strong relationships with all stakeholders, residents and neighbouring regions and nurture them through strong, effective communication.
- To provide municipal staff throughout the region with strong, strategic leadership and support.

The AHTF recognizes the importance of conserving and making responsible use of public resources. The AHTF established a preliminary target for producing recommendations within a 6-month period and conducting its work using in-kind staff support using information produced at Federal, Provincial and Organizational levels as well as advice provided by Task Force Advisors which is further explained below in the methodology.

Task Force Composition

The AHTF is comprised of 10 voting task force members (or members) and 6 industry advisors (or advisors) that represent municipalities, local employers and businesses, developers, support agencies and community organizations. These parties include the following:

Members		
Township of Perry	Village of Sundridge	Lofthouse Manufacturing
Township of Armour	Township of Ryerson	Tim Bryson Forestry
Village of South River	Almaguin Highlands Chamber of Commerce	South Almaguin Planning Board
Almaguin Community Economic Development		
Advisors		
Ontario Ministry of Northern Development	Almaguin Community Living	The Parry Sound District Social Services Administration Board
Labour Market Group	ReThink Green	Private Developer

Methodology

To inform the recommendations set out herein, the AHTF members created a database of available information from Federal, Provincial, District, and regional sources, as well as information provided directly to the Task Force by its members and Advisors.

The Task Force conducted an internal SWOT situational analysis which provided a basis for establishing local priorities while exploring recommendations from senior levels of government and industry stakeholders. The top themes established during this analysis were then ranked by all members and weighted to establish priority levels across the situational factors identified through the development process. These priority levels were then compared to information and recommendations identified in the regional database.

Key Reports and Information Consulted

2023 National Housing Accord Report
Ontario Housing Task Force (OHTF)
Recommendations

2023 PSDSSAB Housing & Homelessness Plan Update
2018 – 2023 local real estate data provided by local professionals.

Fall 2023 Federal Economic Statement
2023 “Home Stretched: Tackling Ontario’s Housing Affordability Crisis...”, Ontario Chamber of Commerce
2021-2023 Average Market Rent Reports, PSDSSAB
ACED Almaguin Highlands Community Profile via explorealmaguin.ca

Summary of Key Priorities and Recommendations

The first and most critical recommendation that the Almaguin Housing Task Force can make to municipalities and stakeholders in Almaguin is that, in order to ensure that meaningful action is taken to affect the development-readiness potential in the region, sustained multi-partner investment and effort is required.

The recommendations set out in this report reflect alignment with various aspects of the multi-level approach to addressing the existing housing crises. To successfully action any or all of these recommendations, it is recommended that Almaguin’s municipalities and partners commit to working together in every reasonable capacity to ensure equitable and effective change in the development landscape throughout the region.

PRIORITY AREA 1 – ADOPTING A LEAVE-NOBODY-BEHIND APPROACH TO LOCAL POLICY MAKING.

Through research and discussion, the AHTF has established that there is a significant threat that exists to many population groups living within the Almaguin region. Options throughout the housing continuum from affordable rental units through to home ownership are becoming increasingly out of reach for many Almaguin residents. In addition, specific government programs will target purpose-build rental developments, developments that demonstrate inclusionary zoning, and other factors that are not commonly considered in Almaguin’s municipalities. Regional partners should prioritize the identification of ways to alleviate barriers (policy, infrastructure, etc.) that have or could stifle the development of various housing forms.

Recommendation 1A: Encouraging the development of purpose-built rental accommodations that meet the financial needs of all local resident groups.

Consideration / Action Items	Strategic Alignment
Considering initiatives such as the Tiny Town Association provided that all dwellings / buildings comply with the Ontario Building Code.	Home Stretched – Ontario CoC. <i>Incentivize the development of housing options along the continuum to meet diverse housing needs throughout the province, including purpose-built rental housing, missing middle housing, and affordable home ownership.</i>
Solidifying municipal will to engage in public-private-partnerships that lead to compatible rental housing developments.	Home Stretched – Ontario CoC. <i>Support the renewal and growth of nonprofit and cooperative housing, including supportive housing with wrap-around services, to provide long-term, deep affordability for low-income and other marginalized Ontarians.</i>
Using surplus lands as a vehicle to encourage developments. <ul style="list-style-type: none"> ○ Conduct a region-wide survey of suitable publicly owned lands and/or possible MTO surplus lands of interest. ○ Exploring land-leasing frameworks. 	Home Stretched – Ontario CoC. <i>Leverage surplus public lands and other assets for affordable housing development (i.e., by requiring that a portion of all government land sales include an affordable housing component).</i>
Consider partnerships with local accommodations providers to create medium-term, seasonal micro-habitats in underutilized units.	Ontario Housing Affordability Taskforce

Recommendation 1B: Create a region-wide short-term rental (STR) economic impact study initiative.

Consideration / Action Items	Strategic Alignment
Taking a neutral, region-wide approach to understand the various impacts of STR activity in the region, Including: <ul style="list-style-type: none"> ○ Establish a set of common data points that will track STR activity across the region which can be used to inform the decision-making process. ○ Investigate the impacts on municipal and emergency services (landfill, bylaw, fire, EMS, etc.) 	Home Sharing Guide for Ontario Municipalities <i>As municipalities address home-sharing, they often seek to find a balance between encouraging its growth to promote economic development and placing limits on the scope of activity to preserve the character of local communities.</i>

<ul style="list-style-type: none"> ○ Encourage municipalities to review and record STR results on a regular, seasonal basis. 	
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Recommendation 1C: Support and promote talent development and retention of skilled trades workers.

Consideration / Action Items	Strategic Alignment
Conduct a needs analysis involving local contractors, tradespeople, and other groups. Investigate opportunities with post-secondary institutions within a 200KM radius and engage workforce specific supportive agencies.	Home Stretched – Ontario CoC. <i>Incentivize domestic and local talent development, and support programs geared towards underutilized talent.</i>
Create and execute campaigns that promote access to developing and attracting workers to fill needs. I.e. The Rural Northern Immigration Pilot (RNIP) program, Apprenticeship programs, connector programs for graduates, etc.	Home Stretched – Ontario CoC. <i>promote skilled trades careers as viable employment options, with intentional outreach to groups traditionally excluded, including women and other equity-deserving groups.</i>
Create a regional inventory of capital construction projects (public and private sector) occurring throughout the region that can be provided to education institutions for student placement considerations.	Ontario Housing Affordability Taskforce <i>Undertake multi-stakeholder education program(s) to promote skilled trades.</i>
Re-establish a regional career fair with an emphasis on trades-related opportunities.	
Research programs and incentives that provide employers with assurance that apprentices will maintain employment within their companies.	

PRIORITY AREA 2 – REGION WIDE POLICY REVIEW AND REFORM TO PROMOTE NAVIGABILITY AND THE IMPLEMENTATION OF COMMON-SENSE PRACTICES.

Creating a more user-friendly environment with fewer ‘pain-points’ for developers and builders is a common goal for nearly every level of government. While many of these pain points are set out by the Provincial Government, there are changes at local and regional levels that should be considered which would result in significant improvements for any party who is interested in investing in Almaguin. Prioritizing improvements that ease the administrative process for developers and builders will assist with the overall development-related attractiveness of the region. This attractiveness, theoretically, will encourage positive investment momentum. It was identified to the AHTF that developers often look for development areas experiencing positive momentum for future investment.

Recommendation 2A: Establish a regional administrative structure that ensures consistent effort and attention to housing development action item implementation.

Consideration must be given to the effort required to build and maintain positive momentum throughout the region related to driving positive change in the development landscape. Creating a linkage between existing municipal staff and/or creating a specific position to execute action items of regional significance should be considered.

Recommendation 2B: Supporting the alignment of municipal official plans through the South, Central, and North Almaguin Planning Boards.

Strategic Alignment	Strategic Alignment
Simplify planning and zoning policies so that there is reasonable symmetry from one municipality to another.	Ontario Housing Affordability Taskforce <i>Simplify planning legislation and policy documents.</i>
Commit to funding an impact study to determine timelines and local impacts of creating Planning Board specific official plans.	Ontario's Housing Supply Action Plan <i>Work towards reducing bureaucratic costs and red tape in the construction and development process.</i>
Empower local planning boards to lead the process of creating catchment area specific Official Plans that can be used to support municipal official plan alignment over time.	
Conduct a comprehensive review of current zoning by-laws to identify and remove outdated or overly restrictive regulations.	

Recommendation 2C: Supporting the consolidation of by-laws and building permits through a regional, concise, building by-law and/or program.

Consideration / Action Items	Strategic Alignment
Undertake a region-wide assessment of current building design standards and evaluate other national and provincial best practice approaches to housing layouts and designs. Include analysis of project management methodologies, timeframes, technological solutions, tools, and other resources that support the development of new, innovative, sustainable, and affordable housing solutions.	National Housing Accord <i>Reform the national housing accord to drive innovation in the homebuilding sector</i>
Standardizing the collection of client/user experience throughout and following building projects.	

Recommendation 2D – Review building/development related policies and identify opportunities to mitigate undue costs related to housing developments where reasonable.

Feedback from development advisors on the Task Force, there are policies that can create significant costs and barriers that limit developments from starting up. One such policy is the need to produce site specific archaeological studies for proposed development sites. The District of Muskoka commissioned a district wide archaeological assessment that identified specific areas of concern for historical archaeological activity, which alleviated the need for studies on properties outside of the identified areas.

PRIORITY AREA 3 – ESTABLISHING NEW LOCAL PRIORITIES THAT EMPHASIZE AFFORDABLE HOUSING, THE ADOPTION OF GREEN PRACTICES, AND NEW DEVELOPMENT OPTIONS.

It has been demonstrated in various communities that there is a lot of space in the housing development sector for innovative approaches to solving long-standing challenges. Identifying new technologies, reconsidering local priorities, supporting the growth of the development value-chain (such as prioritizing talent development), and working

collaboratively with like-minded neighbours and organizations are all areas through which new solutions can be explored.

Recommendation 3A: Encouraging the creation of municipally (or Planning Board Wide) specific housing development toolkits.

Consideration / Action Items	Strategic Alignment
Produce locally derived reports and information related to: <ul style="list-style-type: none"> Local policy, priorities, and processes. Regional Green House Gas (GHG) emission portfolios, and opportunities to achieve low carbon development through mitigation and adaptation-led solutions. Value-added information on options that support low-carbon and / or green building technologies. Information that supports the reduction of homebuilding and home ownership costs as they relate to local priorities. 	Ontario Housing Affordability Taskforce <i>Simplify planning legislation and policy documents.</i>

Recommendation 3B: Supporting the region-wide adoption of changing the minimum primary dwelling size to allow ‘tiny home’ development.

Consideration / Action Items	Strategic Alignment
Amend official plans to allow for eligible Ontario Building Code compliant or provincially pre-approved smaller primary dwelling sizes on municipal lots. (IE: 300-400 Sq Ft. Units).	Home Stretched – Ontario CoC. <i>Incorporate a minimum standard set of guidelines in alignment with the Ontario Building Code for tiny homes, accessory dwelling/secondary units, missing middle, and modular housing.</i>
Encourage shared site-specific water & septic systems for multiple tiny-home builds on single lots.	Home Stretched – Ontario CoC. <i>Create distinct strategies to address regional challenges in housing supply and affordability in rural, remote, northern, and Indigenous communities.</i>

Recommendation 3C: Exploring opportunities for strategic economies-of-scale that reduce barriers for developers and homebuilders.

Consideration / Action Items
Consider making policies that permit communal and/or site-specific water and wastewater systems that enable lower lot sizes for multi-residential developments. <ul style="list-style-type: none">○ Create a regional water/wastewater technician service that scales as developments increase.
Research ways to formally establish partnerships between municipalities with water and/or wastewater services and rural townships that enable expansion that is critical to attracting development. <ul style="list-style-type: none">○ Share in the costs of undertaking service capacity and expansion studies.○ Establish multi-sectoral expansion zones and create preliminary build out plans that include an infrastructure needs analysis.○ Make efforts to be 'shovel ready' for line extensions upon securing anchor developments that fit mixed use zoning (commercial/residential).
Proactively develop utilities expansion partnerships between municipalities on shared borders. Several development opportunities have arisen in recent years that would have benefitted from water/wastewater services on lands within a reasonable proximity to existing services. <ul style="list-style-type: none">○ Rural and urban communities should create expansion task force teams to investigate expansion solutions.○ Develop cost sharing agreements for all aspects of expansion planning, execution, and usage/operations.

Recommendation 3D: Unify communication between regional municipalities and the Federal & Provincial Governments.

The lack of readily available municipal resources, combined with little to no compatible senior-level government funding for rural-specific projects, poses a significant barrier to development in Almaguin. For municipalities, raising adequate funds to proactively address infrastructure gaps that stifle development opportunities would place an undue burden on current and future ratepayers. Simultaneously, many Federal and Provincial programs are designed such that larger urban areas realize most or all of the benefit. Historically, infrastructure expansion support from senior levels of government in Almaguin is predicated on certain types of development (industrial, manufacturing, commercial, etc.) that creates jobs. Local employers have communicated through several business retention and expansion programs that a lack of suitable housing options has significantly impacted their ability to attract and retain workers. Simply put, the focus on only adding infrastructure to projects that creates jobs is proving to be counterintuitive, particularly if the local workforce has proven inadequate to existing employers.

Consideration / Action Items
Create, through the AHTF, a series of consistent, shared, and evidence-based messages that elected officials can use to create a unified rhetoric focused on garnering more support in Northern Ontario.
Utilize existing networks and key contacts to ensure that common messaging is heard, repeated, and recognized. EG: <ul style="list-style-type: none"> ○ MPs and MPPs ○ FONOM network and representatives. ○ Professional associations and representatives.

Recommendation 3E: Seek out and formally establish municipal/non-profit partnerships.

Non-profit housing providers are experienced with accessing government funding and leveraging existing partnerships with for-profit builders that allows them to provide lower cost rental housing. Municipalities should seek out these partnerships with the goal of creating purpose-built rentals.



Cash and In-Kind Donations (Requested & Received) Policy

1. Purpose

The Municipality receives numerous requests and offers for cash or in-kind donations throughout the year to support an array of activities, projects, events and initiatives. In addition to requests for donations, the Municipality receives a varied amount of offers to donate both Cash and In-Kind items/assistance. All donations granted or received by the Municipality have an impact on the Municipality's budget and therefore on taxation levied to citizens.

An annual budget approved by Council for the purpose of making donations to support eligible applicants and initiatives will determine the limited amount of cash funds available for disbursement to support donation requests.

The purpose of this policy is to establish guidelines for cash or in-kind donation requests submitted to the Municipality, and the granting of those requests by the Municipality. As well, this policy will establish the business rules and guidelines with respect to acceptable donations or gifts that organizations, community groups or individuals may wish to make to the Town of Kearney (the "Town") and/or to support Town initiatives, projects, programs or services.

There will be consistent administration of donations or gifts received in line with this policy in a responsible, transparent, and accountable manner.

2. Scope

This policy does not apply to:

- a) Inbound funding or grants to Town departments and affiliated municipal agencies, boards or organizations for the purposes of delivering a community service and/or the provision of Town infrastructure as defined in provincial or federal legislation;
- b) Donations received or fundraising initiatives by Town staff on behalf of an outside organization (e.g. dress down days for local charities, United Way campaign, etc.); and
- c) Sponsorship arrangements with the Town as these do not qualify as donations.

3. Eligibility

Requests for donations:

Requests for cash or in-kind donations may be submitted by and will be considered from incorporated not for profit organizations, established community groups, or other entities with a demonstrated need for support and through their programming/activities/initiatives, a commitment to benefiting the community of Kearney and/or its residents.

Donations will be considered when the request will support initiatives, events, programs, or projects that are offered free of charge to community members and for the benefit of the community of Kearney and/or its residents.

Requests to donate:

Donations or gifts will only be considered when they have a purpose aligned with the Town's core values, vision or strategic goals and will be deemed to be in the public interest of the constituents of the Town.

4. Types of Donations

Cash Donations: Monetary contributions provided directly to (or received from) eligible applicants to support their initiatives, events, programs, or projects.

In-Kind Donations: Goods or services provided directly to (or received from) eligible applicants, such as (municipal/contractor) equipment, supplies, facilities, or volunteer assistance.

5. Application Process

Submission: Requests for cash or in-kind donations must be submitted in writing, using the designated application form available on the Municipality's website or by contacting the municipal office's administration to obtain one.

Content: All requests must be submitted either by email, mail, or in-person to the Municipal office and only through the completion and submission of the Municipal Donation Request Application Form.

6. Evaluation Criteria

Considerations will include:

- **Alignment:** The extent to which the proposed initiative, event, program, or project aligns with the municipality's goals, priorities, and values as outlined in the Municipality's strategic plan.
- **Community Impact:** The potential positive impact of the donation on the community of Kearney and/or its residents, including the number of beneficiaries and the significance of the benefits.
- **Feasibility:** The feasibility and likelihood of successful implementation of the proposed initiative, event, program, or project.
- **Frequency of requests:** The degree to which there is a reliance on Municipal funding. Whether or not the Municipality has contributed to an applicant in the past shall have no bearing on the decision to grant requests.
- **Need:** Demonstrated need for the Municipality's funding.

Donations or gifts received or given shall conform to all applicable federal and provincial laws and to all applicable Town by-laws, policies and practices.

The act of making a donation or gift to the Town does not constitute a partnership, business venture or agency relationship between the Town and a donor.

The Town shall retain ownership and control over any donated or gifted property and/or funds.

Designated donations received in excess of the specific project requirements will be taken into the Town operating surplus unless otherwise specified. The Treasurer will have the authority to establish a specific reserve fund for designated donations as and when required.

Donations or gifts may be appropriate for the following broad types of activities:

- a) events – financial or in-kind donations or gifts for events delivered by the Town;
- b) Town facilities development – financial or in-kind donations or gifts associated with the design and construction of a particular community/public facility;
- c) program delivery – financial or in-kind donations that facilitate the ongoing delivery of a particular program, event or activity; and
- d) other – financial, in-kind donations or gifts and endowments for all other Town supported initiatives.

Donations or gifts must not:

- a) adversely impact the Town's identity, reputation or goodwill;
- b) cause Council or Town staff to receive any product, services or asset for personal use, benefit or gain;
- c) accrue any net advantage to the donor or to any person not dealing at arm's length to the donor as a result of the donation;
- d) promote religious or political views that might be deemed prejudicial to other religious or political groups or incite violence or hatred; and/or
- e) promote or condone stereotyping of any group or discrimination as defined by the Ontario Human Rights Code.

The Town, in its sole and absolute discretion, may decline a donation from any donor who, in the opinion of the Council, or Town staff, represents a reputational risk to the Town through involvement in activities that are contrary to the core values of the Town.

The Town may decline donations or gifts from parties that are disqualified from doing business with the Town or currently not in good standing (i.e. currently in violation of a by-law, policy or under litigation or potential litigation).

The Town may decline donations or gifts for any reason it deems fit, in accordance with this Policy. If the donation or gift is not accepted, the donor may be advised of the reason at the Town's discretion.

Authority for acceptance or denial of donations or gifts will be with:

- a) the Treasurer for donations and gifts up to \$10,000; and
- b) Council for donations and gifts over \$10,000.

The Town does not endorse the products, services, or ideas of any donor. Therefore, the Town will not accept donations that are conditional upon the endorsement of any product, service or supplier.

The donation or gift may not cause unplanned operating or capital expenditure or significant administrative burden and will only be accepted if the Town has the capacity to meet the initial and ongoing costs and obligations associated with the donation or gift.

The Town is committed to the highest standards of donor stewardship and accountability. This includes appropriate acknowledgement and recognition for donations. All donations or gifts valued at \$10,000 or more will receive recognition appropriate to the level and nature of the donation, as determined by the Town as well as the wishes of the donor.

Donations of \$10,000 or more in value may be documented through a formal agreement outlining the terms and conditions of the donation or gift.

Potential donors of significant value (\$10,000 or more) will be requested to:

- a) declare there is no conflict of interest:
- b) disclose in writing to the Town if they or their organization is currently or has recently been involved (in the previous 12 months) in a planning approval or procurement process with the Town or registered with the Town's 'Lobbyist Registry'.

In such a case, the Town may, depending on the circumstances, refuse the donation or gift, request a waiting period, or take steps to insulate information about the donation or gift from decision-makers involved in the planning or procurement process.

The Town will issue Income Tax Receipts for all donations or gifts that are valued at \$25 or more provided the donation is eligible based on rules set by Canada Revenue Agency (the "CRA") and the provisions of this Administrative Directive.

7. Review and Approval

Review Process: Donation requests shall be reviewed by a Council designate (staff or a Council member) appointed annually by Council resolution, who will assess and evaluate applicant eligibility and project evaluation criteria outlined in this policy against the application received.

Where in-kind donations are requested, the Evaluator will consult at all times with the relevant department head to determine the availability of any and all municipal resources requested. The results of his/her assessment will be brought to Council as a whole for their consideration.

Approval Authority:

Final approval of donation requests **\$50 or greater** approved by the assessor (council designate) shall be granted by Council as a whole.

Donation requests **under \$50** determined by the assessor to have met the criteria may be approved and authorized by the assessor without Council as a whole's approval.

8. Acknowledgment and Reporting

Acknowledgment: Upon approval of a donation request, the recipient shall submit to the Municipality's CAO, written acknowledgment of the donation.

Reporting: Recipients may be required to provide information on the use and impact of the donated funds or resources.

9. Compliance and Oversight

Compliance: Recipients of cash or in-kind donations shall use the funds or resources only for the purposes set out in the Application for Donation Requests and the recipient shall comply with any applicable laws, regulations, or policies when carrying out their initiative.

Oversight: The Municipality's CAO or his/her designate shall maintain oversight of donated funds or resources to ensure compliance with donor intent and municipal policies.

10. Approval and Adoption

This policy once approved by Council of the Corporation of the Town of Kearney, and adopted by resolution of Council be an official policy of the Town of Kearney.

11. Amendment

This policy shall be reviewed periodically by Council to ensure its effectiveness and may be

amended as necessary by resolution of Council.



Municipal Donation Request Application Form

Applicant Information

Name of Applicant Organization:

Contact Person:

Title/Position:

Type of Organization:

Incorporated Not for Profit_____

Unincorporated Community Group _____

Another Municipality_____

None of the above_____

Address:

City:

Province:

Postal Code:

Phone

Number:

Email

Address:

Website (if applicable):

Project/Event Information:

Name of Project/Event:

Description of Project/Event (include purpose, objectives, target audience, expected outcomes, etc.): Date(s) of Project/Event:

Location of Project/Event:

Expected Number of Kearney Resident Participants/Beneficiaries:

How will the project/event benefit the community of Kearney and/or its residents? Is there a cost to participate in this project/event? Yes _ No____

If yes, please provide details:

Donation Request Details:

Type of Donation Requested (cash, in-kind, or both):

Amount/Value of Donation Requested:

Specific Items/Services Requested (if requesting in-kind donations):

Intended Use of Donation (how will the donation be used to support the project/event?):

Have you ever received funding from the Municipality in the past for this project, initiative, event, etc. offered in the past? Yes _____ No _____

If yes, when and in what form and if cash, what was the value of that donation?

Why is the Municipality's support necessary to the success of your project, initiative, event etc.? How specifically will the Municipality's donation be acknowledged?

Supporting Documents:

If desired, you may attach any supporting documents that provide additional information about the project/event/initiative etc. that would help us to know more about your initiative.

Declaration:

By submitting this application, I/we hereby certify that the information provided is true and accurate to the best of my/our knowledge. I/we understand that submission of this application does not guarantee approval of the donation request and that all decisions regarding donations are subject to review and approval by Council as a whole. I understand that the Municipality's consideration of all applications is subject to the availability of its limited donation fund as assigned during its annual budget exercise.

Authorized Organization Representative's Signature:

Date: _____

Hand deliver or mail to: 8 Main Street, P.O. Box 38, Kearney, ON, P0A 1M0

Or

Email to: nicole.gourlay@townofkearney.ca

Internal Office Only

Received By: _____ Date: _____



Memo

Date: February 6, 2025
To: Mayor, Deputy Mayor and Members of Council
From: Nicole Gourlay, Clerk – Administrator (C-A)
Subject: Current By-laws & Policies – Notice of Motion from January 16th, 2025

Staff were provided direction at the January 16th 2025 meeting through notice of motion to bring forward a list of all By-laws/Policies that this Council has updated/created since taking office in November 2022. Below is a list of those By-laws/Policies:

2022 – Designate Authority to sign cheques

2023 – Appoint an Integrity Commissioner; Establish a Hiring Process and Policy; Violence and Harassment Policy; Establish a Joint Compliance Audit Committee; Designation of a Community Safety Zone; Building By-law; Fees & Charges By-law; Procedure By-law; Facility Rentals Policy; Fees & Charges; Open Air Burning.

2024 – Procedure By-law; Notice By-law; Building By-law; Sale of Land By-law; E & R By-law; Procedure By-law; Fees & Charges By-law; Emergency Response Plan

It should be noted that while the above listed are by-laws with relation to policies, there are many agreements that Council has entered into with many service providers such as engineering services, recreational services, MOU's with community groups etc.

Staff reviewed the Policy Binder that has been physically in the office for quite some time as well as the last five years through Council minutes, resolutions and by-laws to better understand what other documents could have been recently updated as previous practice was policies were passed by resolution at meetings (and subsequently by confirming by-law) but they weren't being tracked or logged in any specific location. Therefore, there is a possibility of a policy being missed, or some of these policies not being passed by Council or could/should be internal policies. Staff are working on a better tracking system moving forward. After updating the retentions by-law, we will be able to have some better procedures in place for this. The following Policies are located within that Policy Binder:

1. Resolution re: Recognition of Specific Birthday & Anniversary milestones (Town Afghan/flowers)
2. Affordable Access to Recreation Policy
3. Harassment & Violence in the Workplace (2023)
4. Town Logo Policy
5. Accessibility Plan/Policy
6. Use of Corporate Resources during the Election Period
7. Employee Recognition and Retirement Awards Program (2016)
8. Municipal Complaint Policy (2020) previously called the Communications Policy
9. Employee Code of Conduct (2012)
10. Early & Safe Return to Work Program Policy (2010)
11. Employee Confidentiality Policy (2009)
12. Expense Policy (2014)
13. Strategic Asset Management Policy (2021)
14. Municipal Alcohol Policy (2009)

Not in binder, but others to mention:

15. Training Policy and Cash Handling Policy (2020)
16. Community Safety & Well Being Plan (2021)
17. Speed Consideration (2024)
18. Procurement By-law (2011)

19. Delegation of Authority By-law (2012)
20. Accountability and Transparency (2009)
21. Council Code of Conduct (2013)
22. Municipal Investment Policy (2015)

The direction to Staff was also to bring a by-law to Council which needs updating. Staff have chosen the Retention By-law as it dates back to 1989 and is the basis for disposing of old files, which in turn would reduce space required within the municipal office.

Staff have also been given direction from Council previously to bring an updated version of the following policies in the first quarter of 2025:

1. Council Code of Conduct update (with revisions from the IC)
2. HR Policy (to include all HR policies ie. Employee Code of Conduct, Vacation Policy, Employee Expense Policy, Employee Handbook, Confidentiality, Discipline etc.)
3. Code of Conduct for CBO (specific legislative requirement to have a separate policy)
4. Council Staff Relations Policy
5. Waste Management By-law

Under Section 270 of the *Municipal Act, 2001* there are specific by-laws or policies that all Municipalities are required to have and maintain. Of those, the Town of Kearney has all but three in effect: the tree canopy Policy; Council Staff Relations Policy; and the Parental/Caregiver Leave for Elected Officials Policy. Some other policies or by-laws within Section 270 that the Town of Kearney has, but are very outdated include: a By-law relating to the Procurement of goods and services; the delegation of authority by-law; Council Staff Relations Policy; and the Accountability and Transparency Policy

Prepared by:

Nicole Gourlay, Clerk – Administrator

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW 2025-XX

*BEING A BY-LAW TO ESTABLISH SCHEDULES OF RETENTION
PERIODS FOR DOCUMENTS, RECORDS AND OTHER PAPERS OF THE MUNICIPALITY*

WHEREAS Section 254 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that a municipality shall retain and preserve the Records of the municipality in a secure and accessible manner;

AND WHEREAS Section 255 (2) of the *Municipal Act, 2001* provides that a Record of a municipality may be destroyed if a retention period for the Record has been established, and:

- (a) the retention period has expired; or
- (b) the Record is a copy of the Original Record;

AND WHEREAS Section 255 (3) of the *Municipal Act, 2001* provides that the municipality may, subject to the approval of the municipal auditor, establish retention periods for the Records of the municipality;

AND WHEREAS Section 5 of Regulation 823/90 authorized by the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M-56* provides that an institution that uses personal information shall retain the personal information for the shorter of one (1) year after use or the period set out in a By-law or resolution;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KEARNEY HEREBY ENACTS AS FOLLOWS:

Interpretation

1. In this By-law:

"Copy" means a duplication of a Record in any form or medium and "Copies" has similar meaning;

"Information Hold" means a process that prevents a Record from expiring or being destroyed before the event to which the Record is relevant has been resolved.

"Original Record" means the first Record produced from which all other Copies are produced;

"Personal Information" has the same meaning as defined in the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M-56*;

"Record" means information, however recorded or stored, irrespective of the medium or form, by electronic means or otherwise, that includes but is not limited to, documents, financial statements, minutes, accounts, emails, correspondence, memoranda, plans, maps, drawings, photographs, databases and film;

"Transitory Record" means a Record which is required for a limited time solely to complete a routine action, solely to prepare another Record, not required to sustain administrative or operational functions, or is insignificant or of no value in documenting Township business transactions, and includes but is not limited to:

- 1.1 working documents, such as drafts or preliminary versions, and supporting materials used in the preparation of final documents, such as reports, contracts, calendars, policies & procedures, letters and memos;
- 1.2 printouts and extracts from databases;
- 1.3 announcements and notices of a general nature;
- 1.4 emails to schedule or confirm meetings or events;
- 1.5 copies of publications, such as published reports, administrative manuals, telephone directories, catalogues, pamphlets or periodicals;
- 1.6 obsolete publications, pamphlets or blank forms;
- 1.7 unsolicited advertising materials, including brochures, company profiles and price lists;

1.8 recordings or notes used to create the adopted or finalized minutes or meeting records.

Application

2. This By-law shall apply to all Records in the custody and control of the Corporation of the Town of Kearney.

Responsibility

3. Each department is responsible for managing the records which it creates in accordance with this by-law. In accordance with the *Municipal Act, 2001*, the Clerk shall keep originals of By-laws and Minutes of the proceedings of Council.

Retention and Destruction of Records

4. No Record shall be destroyed unless:

4.1 the period established for the Record which appears in column 1 of Schedule "A" has expired and the Record is not subject to an Information Hold; or

4.2 the Record is a Copy of the Original Record; or

4.3 the Record is a Transitory Record

4.4 A Transitory Record may be destroyed immediately unless the Transitory Record contains Personal Information used by the Corporation of the Town of Kearney in which case the Transitory Record shall be destroyed one (1) year after the use of the Personal Information is completed.

Repeal

5. By-law 1989-27 being a By-law of the Corporation of the Town of Kearney to Establish Schedules of Retention Periods for documents, records and other paper of the Municipality are hereby repealed upon the coming into force and effect of this By-law.

Enactment

6. This By-law shall come into force and effect on _____ 2025.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL
THIS XX DAY OF _____ 2025.**

Mayor

Clerk

Schedule “A”
to By-law 2025-XX of the Corporation of the Town of Kearney
Records Retention Schedule, Original Records by Type

Record Type	Column 1
	Retention Period (In Years Unless Otherwise Specified)
Accounts Payable Includes: Accounts Payable Vendor Charges, AR offset to AP, Voucher register and invoices (by batch #), Cancelled Cheques, Cheques and/or EFT Registers, Duplicate Payment Report, Register of cheque and EFT sequence Excludes: Accounts Payable Leases	7
Accounts Receivable Includes: Customer Dunning Letters, Billing Advices, Collection Agency Correspondence Excludes: Customer Statements, Accounts Receivable Leases	7
Administrative Files - General	2
Agreements Includes: all Agreements unless specifically referenced elsewhere in this Schedule	Expiry of Final Agreement and any Applicable Amendments + 15
Appeals & Hearings - Appeals, Hearings and Legal Proceedings before Courts and Administrative Tribunals and Bodies	Final Decision/ Resolution + 10
Archival Records - Records of enduring significance that have Historical Value and Research Value Includes: Assessment Rolls	Subject to Archival Appraisal
Audit-Year End Financial Audit Includes: Auditors Reports, Year End Working Papers, Grants Excludes: Solicitor's Correspondence	Permanent
Audit- Year End Financial Audit Solicitor's Correspondence	7
Bank Includes: Bank Correspondence, Bank Deposit Books, Bank Reconciliations, Bank Statements, Cash Receipts from Vailtech, Miscellaneous Revenue	7
Budget - As Part of the Meeting Record	Permanent
Building Services & Enforcement - Building permits, supporting documents, inspections, Orders to Comply, Inspection Reports, Stop Work Orders	Permanent
By-laws	Permanent
By-law Enforcement Includes: Orders to Comply, Inspection Reports, Stop Work Orders, Working Notes, Correspondence, Exhibits, Photographs, Animal Control, Tickets, etc. Excludes: By-Law Enforcement Officer Notebook, Vicious Dog Notices	Date of inspection or resolution of complaint +2
By-Law Enforcement Officer Notebook	Conclusion of employment + 7
By-law Registers	Permanent
Capital Projects Includes: Change Orders, Approvals, General, Grants, Utilities, Meetings & Minutes	5
Capital Projects - General Permanent File Includes: Design, Estimate, Property, Easements, ESR, Drawings, Blueprints, Key Plans	Permanent
Celebrations, Ceremonies & Events - Coordination, Set Up, Participation, Openings, Anniversaries, etc.	2
Cemetery Records - Burial Permits, Maps, Plot Ownership, etc.	Permanent

Claims against/by the Municipality Includes: Notice of Claim, Statement of Claim, etc.	Resolution of Claim +10
Commercial Electronic Message Consent - Canada's Anti-Spam Legislation (CASL)	Withdrawal of consent +2
Council & Committee of Council & Local Boards - Agendas, Minutes, Presentations, Original Supporting Documents, Motions, Resolutions, By-laws	Permanent
Economic Development Includes: Industrial/Commercial Development, Tourism Development - Reports, Studies, Statistics, Projections, etc.	7
Energy Management	7
Engineering Studies	Permanent
Environmental Monitoring - Environmental Planning Initiatives Monitoring of Water Quality	Permanent
Environmental Monitoring Includes: Routine Monitoring of Water Quantity, Air Quality, Creeks and Floods, Weeds, Noise, Erosion, Top Soil, Storm Water, etc.	7
Environmental Services Includes: Solid Waste, Garbage, Recycling, Composting, Household Hazardous Waste, Landfill Sites, Advisory Panels, Tipping Fee Scale Tickets, High Density Residential Agreements, Environmental Services Crew Cards, etc.	7
Environmental Services Includes: Annual Monitoring Reports, Certificates of Approval, etc.	Permanent
Facility Bookings Includes: Permits and Bookings issued for the Rental of Facilities for Specific Activities	2
Financial Information System (FIS) Includes: Account Number Changes	2
Financial Information System (FIS) Includes: Journal Entries	2
Financial Information System (FIS) Includes: General Ledger	Permanent
Financial Statements - Annual Audited	Permanent
Financial Records - <ul style="list-style-type: none"> Budget - related reports, working notes, calculations, background, variances, etc. Debentures/Bonds-initial issuance as well as all records of payments made to investors, registers, coupons, etc. (Final payment +7) HST Investments - term deposits and promissory notes (at Maturity of Financial Instruments) Loans Monthly Financial Statements Reserve Funds, Reserves & Obligatory Security Deposits Subsidies Trust Funds - Closure of account 	7
Fire - Reports, Safety Plans, Fireplace Inspections, Fireworks Approval, Investigations, Ontario Fire Marshal Reports, Oxygen Inspections, Site Plan Approvals, Public Education & Community Outreach etc.	7
Fire - Vehicles & Mechanical Maintenance	Vehicle or apparatus decommissioned or sold +2
Freedom of Information Requests – Inquiries Under MFIPPA and PHIPA (includes all documents requested)	2

General files/Correspondence Includes: Association/Agency Files, Surveys, Questionnaires, Statistics, Travel & Accommodations, Advertising, Marketing, Conferences, Seminars, Public Service Announcement, News Releases, Working/Completed Designs, Charitable Campaigns, Fund Raising, Consultants (Selection, Appointment and Monitoring), Programs	2
Grants - Agreements, Application, Claim Forms, Supporting Documents	According to the terms of the Agreement
Human Resources & Organizational Development Includes: Administrative Files - General, Health & Safety Bulletins/Alerts, Health & Safety Workplace Inspections,	7
Human Resources & Organizational Development Includes: Organizational Charts, Succession Planning, Executive Placement, Employee Survey, Claims Regarding WSIB or Insurance Carriers, Workers' Compensation Reports Health & Safety: Concern Forms, Ministry of Labour Orders, Tailgate Sessions, General Safety Issues, WHMIS Files, JHSC Minutes and Formal Recommendations, Training, Critical Injuries & Violent Incidents, General Employee Training	10
Human Resources & Organizational Development - Employee Files Includes: Notice of Hire/Successful Applicant Notices, Termination, Resignation, Retirement, Change of Information, Job Evaluations, Performance Evaluations, Pension Records (OMERS), Certification (Including Occupational Training Compliance & Certification, etc.), STD/LTD/WSIB Claim/Employee Medical Records	Termination, Resignation or Retirement of Employee + 60
Human Resources & Organizational Development Includes: Grievances	20 following the last CBA
Human Resources & Organizational Development Includes: Job Descriptions and Job Evaluations	Redundancy + 25
Human Resources & Organizational Development Includes: Labour Relations Issues, <i>Occupational Health and Safety Act</i> , and Human Rights	20
Human Resources & Organizational Development - Permanent Records Includes: Collective Bargaining Agreements (CBA) and Negotiations Material, Group Insurance/Dental Plans, Health & Safety: Hygiene Testing, Medical Surveillance, Complaint/Investigation Files,	Permanent
Human Resources & Organizational Development Includes: NEER Statements, WSIB Cost Statements/Schedule 2 Invoices/Physician and Administration Fees Statements, General Invoices from External Service Providers Job Postings Files Includes: Advertisements, Records Regarding Applicants & Resumes	6
Incident/Accident Report- Major - Vehicle - No Minor/Child Involved	Closure of Action, or date of motor vehicle collision+ 7
Incident/Accident Report- Major- Vehicle - Minor/Child Involved	Closure of Action/Age of Majority + 2 (to a minimum of: date of incident + 7)

<p>Incident/Accident Report- Minor</p> <p>Includes: Vandalism and Security Incident Reports, Reports of Accidents that occur at Recreational Facilities and other Municipal Properties</p> <p>Excludes: Accidents of Municipal Staff and Vehicle Accidents</p>	<p>Close of action/age of majority (if Minor/Child involved)</p> <p>+ 2</p>
Infrastructure - Miscellaneous Reports - Field Surveys, Road Surveys	7
Insurance Appraisals - Municipal Property for Insurance Purposes	Until superseded or disposal of property
Insurance Policies - Liability	Expiry of policy + 20
Insurance Policies - Property, Vehicle, Theft, Fire, etc.	Termination/cancellation of policy +7
Intergovernmental Relations	7
Inventory Control - Includes Supplies	2
IT Backup	2
Land Surveys Certificates/Surveyor's Report	7
<p>Land Use Planning and Development</p> <p>Includes: Condominium Agreements, Official Plan, Official Plan Amendments, Secondary Plans, Part Lot Control, Severances, Site Plan and Subdivision Agreements, Variances, Zoning, Holding Designations, Temporary Uses, Community Improvement Plans, OMB Decisions, All Applications under the <i>Planning Act</i>, Municipal Addressing, etc.</p>	Permanent
<p>Land Use Planning & Development - General</p> <p>Included: Agricultural Development, Environmental Planning Studies, Drainage, Flood Control, Park & Open Space, Natural Resource Planning, Demographic Studies, Background Studies, etc.</p>	10
Legal Issue Management- Routine (General) Response	5
Legal Issue Management - Solicitor-Client Advice/Formal Legal Opinion	Resolution + 15
Legal - Prosecutions - To Enforce By-laws, Federal & Provincial Legislation	Settlement, Resolution and Expiry of Appeal Period + 10
Legal - Title Searches	7
<p>Licenses and Permits - Related to Land, Buildings or Properties</p> <p>Includes: all Licenses and Permits unless specifically referenced elsewhere in this Schedule</p>	Upon rejection of permit/licence or life time of structure, building, property +10

Licences and Permits - Not Related to Land, Buildings or Properties Includes: Dog Kennels, Animal Registrations, Events, Burn, Liquor, Business, Day Care, Special Occasion, Rental, Parking on Street, Vehicles, Taxi, Limo, Shuttle, Market Permits, etc. Excludes: Lottery Licences, Sign Permits	Expiry of licence/permit +2
Local Improvement Rolls	Permanent
Maintenance - Vehicle, Building & Grounds	5
Maps and Plans - Includes Registered Deposit (R Plans), Property Survey Plans as received from Registry Office, Digital Maps	Permanent
Open Data Publication	Refresh of Open Data Set
Parks & Trail Management Includes: Design, Set-up, Landscaping, Maps, Plans, Maintenance, etc.	7
Payroll - General Records Includes: Payroll Authorizations, Time Sheets, Relieving Forms, Absence Forms, Journal Entries, M.M.M.S. Exceptions, Statements, Payroll Cheque Requisitions from AP, Payroll Reports, Receiver General, Unemployment Insurance Commission Requests, Retro Payment Worksheets, Federal/Provincial Remittance Excludes: Year End Statements (to include WSIB, EHT), Year End Payroll Registers, T4s & T4As	7
Payroll - Permanent Records Includes: Year End Statements (to include WSIB, EHT), Year End Payroll Registers, T4s & T4As	Permanent
Petitions	7
Policies/Procedures/Plans	When Superseded + 6
Procurement & Contract Management Includes: Purchase Orders, Tenders, Bid Solicitations, Procurement Requisition Form, Blanket Orders/Standing Offer Agreements, Contracts, etc. Excludes: Requisitions, Quotes	Expiry of final contract and all amendments + 15
Procurement & Contract Management Includes: Requisitions, Quotes	7
Provincial Offences Act - Administration Completed Files Includes: Appeals, Recordings, etc.	Settlement, resolution or closure of POA matter +7
Real Estate Transactions -Acquisitions of Land/Interests in Land	20
Real Estate Transactions -Sales/Dispositions/Release of Interest in Land	Disposition or Release + 15
Records subject to Statutory Retention Requirements	As Required by Law
Roads - General Includes: Half load restrictions, winter control, sidewalks, school safety, entrances, weed control, inspections, etc.	7

Road - Maintenance Records Includes: Patrol logs, reports, etc. (may be required if there is a liability claim in the future)	7
Roads - Traffic Includes: studies intersection drawings, pedestrian crossovers, crossing guards, traffic counts, accident statistics, temporary road closures, signalized intersections etc.	7
Security Includes: Reports, Requests, Logs, Security Passes, Control of Keys	2
Sign Permits -Permanent Signs	Lifetime of Structure/Sign + 10
Sign Permits - Portable Signs	2
Strategic Planning	7
Tax Account Maintenance Updates	5
Tax Adjustment/Tax Write Offs	7
Tax and Assessment Includes: Undelivered or Returned Interim & Final Tax Bills	7
Tax Certificates can be reprinted as needed.	
Tax Registration Files	Permanent
Tax Roll/Tax Collector's Roll / Assessment Roll	Permanent
Utility Documents (Locates)	7
Video surveillance - Not Requested for Investigation or Claim	10-14 Days
Video Surveillance - Requested for Investigation, Claim, Litigation, Investigative Photos, etc.	Resolution of Investigation or Claim +2

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2025-

Being a By-law to Authorize the Levying of Interim Tax Rates

WHEREAS Section 317 of the *Municipal Act 2001*, as amended, provides that the Council of a local municipality, may pass a By-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the Town of Kearney deems it appropriate to provide such interim levy on the assessment of property in this municipality;

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

1. In this By-law:

- 1.1 **"Property"** shall mean property within the geographic limits of the Town of Kearney;
- 1.2 **"Act"** shall mean the Municipal Act, 2001, S.O.2001, C.25, as amended;
- 1.3 **"Minister"** shall mean the Minister of Finance;
- 1.4 **"Treasurer"** shall mean the Treasurer appointed by the Council of the Corporation of the Town of Kearney or a person delegated the Treasurer's powers and duties under Section 286(5) of the Act;
- 1.5 **"the commercial property class"** shall include all commercial office property, shopping centre property and parking lot property; and
- 1.6 **"the industrial property class"** shall include all large industrial property.

2. The interim taxes are hereby levied in the following manner:

- 2.1 The amount levied on a property shall not exceed the prescribed percentage, or fifty (50) percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year.
- 2.2 The percentage under paragraph 2.1 may be different for different property classes but shall be the same for all properties in a property class.
- 2.3 For the purposes of calculating the total amount of taxes for the previous year under paragraph 2.1, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.

3. All taxes levied under this By-law shall be payable into the hands of the Treasurer in accordance with the provisions of this By-law.

4. Installment Dates:

- 4.1 The said interim tax levy shall become due and payable in two installments on the 27th of March and May 2025.
- 4.2 Non-payment of the amount due on the dates stated in accordance with this section shall constitute default.
- 5. The Treasurer is hereby authorized to mail or cause to be mailed to the address or the residence of each person taxed, a notice specifying the amount of taxes payable by such a person pursuant to the provision hereof.
- 6. The notice to be mailed under this By-law shall contain particulars provided for in this By-law and the information required to be entered in the tax roll under Section 340 of the Act.

7. The subsequent levy for the current year to be made under the Municipal Act shall be reduced by the amount to be raised by the levy Imposed by this By-law.
8. The provisions of Section 317 of the Municipal Act, as amended, apply to this By-law with necessary modifications.
9. The Treasurer is hereby authorized to accept part payment from time to time on account of any taxes due or to become due and to give a receipt for such part payment, provided that the acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment of any taxes or of any installment thereof.
10. The Treasurer is hereby authorized to charge a percentage charge of one and one-quarter percent (1.25%) as a penalty for non-payment of such taxes after the last day of the calendar month by which payment is due or an installment thereof remaining unpaid on the first day of each calendar month thereafter in which default continues.
11. Nothing in this By-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and By-laws governing the collection of taxes.
12. Bill 68, Modernizing Ontario's Municipal Legislation Act, allows a municipality to commence Tax Sale Arrears Registration after two (2) years are outstanding.
13. In the event of any conflict between the provisions of this By-law and any other By-law, the provisions of this By-law shall prevail.

This By-law shall come into force and take effect upon being passed.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 6th day of February, 2025.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk



Memo

Date: February 6, 2025
To: Mayor, Deputy Mayor and Members of Council
From: Paul Schaefer, Fire Chief (FC)
Subject: Update on Grants for Fire Department

The Department is pleased to advise Council that we have successfully received two grant applications for much needed equipment in 2025.

The Fire Department applied for a Fire Protection Grant in relation to cancer preventing equipment for our members. For this grant we applied for a gear extractor (primarily for our new firehall), decontamination kits, fire protection hoods and more PPE. The amount we have been awarded for this grant is \$8,164.00.

The second grant we applied for was the Community Emergency Preparedness Grant. This grant was for the purchase of equipment, supplies, and services to help prepare, respond and recover for emergencies. For this application we requested to completely upgrade all wildland suppression equipment as well as a Mavic 3 Thermal firefighting/ search and rescue drone. The money received also covers the specialize training costs required to utilize this drone. The amount we have been awarded for this grant is \$41,272.00.

The success of these applications will go a long way to help upgrade existing equipment and add some new specialize tools to our firefighting equipment. These items will help to streamline our suppression techniques and strengthen the use of our personnel on fighting fires on the ground. The Protection Grant most importantly assists the Town in providing further protection and support to its members by way of cancer prevention. We are very excited to have been successful in these applications.

Prepared by:

Paul Schaefer
Fire Chief

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

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

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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
- (c) 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.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- 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, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; 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.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

TP Agreement – Shortened

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	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
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	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

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

The Ministry has identified four categories of eligibility:

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

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE “D” BUDGET

Funding will be provided to the
upon execution of this Agreement.

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

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

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

E.2 PAYMENT SCHEDULE

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

SCHEDULE “F” REPORTS

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

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

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 3rd day of March, 2025.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the President of the Treasury Board

(the "Province")

- and -

CORPORATION OF THE TOWN OF KEARNEY
(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) The payment having been charged to an appropriation for a previous fiscal year.

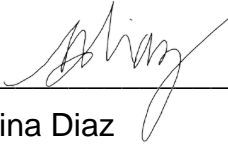
SIGNATURE PAGE FOLLOWS

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as
represented by the President of Treasury Board

January 28, 2025

Date



Name: Nina Diaz

Title: Director

CORPORATION OF THE TOWN OF KEARNEY

Date

Name: Nicole Gourlay

Title: Clerk Administrator

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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
- (c) 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)~~ receive or spend Funds; or
 - ~~(iii)~~ provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment, such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

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

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

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

A16.0 NOTICE

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

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, 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	\$41,272.00
Project Expiry Date	November 28, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$25,000
Certificate of Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Priscilla McKenzie Senior Manager Design and Implementation Unit, Emergency Management Ontario Treasury Board Secretariat Address: Emergency Management Ontario 25 Morton Shulman Avenue Toronto, Ontario, M3M 0B1 Email: EMOcommunitygrants@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Paul Schaefer Position: Fire Chief Address: 8 Main Street/Rue, Kearney, ON, P0A1M0 Phone: 7056367402 Email: fire@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	Name: Leslie Harvie Position: Acting Treasurer Address: 8 Main Street/Rue, Kearney, ON, P0A1M0 Phone: 7056367752 Email: leslie.harvie@townofkearney.ca

Additional Provisions:

B1.0 ADDITIONAL COMMUNICATIONS REQUIREMENTS

B1.1 Communications Details. The Recipient agrees that:

- (a) Any of the Province's Project-related communications shall be at the discretion of

the Province.

- (b) The Province may acknowledge the Project in any of its communications.
 - (c) The Province may request that the Recipient participate in an announcement or media event with government officials.
 - (d) The Recipient shall share any proposed public-facing Project-related communications with the Province for review prior to public release.
 - (e) The Province may also request a summary of any of the Recipient's planned communication activities about the Project.
 - (f) Any of the Recipient's Project-related public communications about the Project shall be made in accordance with the timing specified by the Province, including the timing of any official Project launch announcement.
- Visual identity and branding for any Project-related products, materials, equipment, and other assets used by the Recipient shall be in accordance with direction provided by the Province

SCHEDULE "C" PROJECT

This project will replace and upgrade our current compliment of wildland fire fighting equipment. In addition to adding an extra duplicate set of wildland fire fighting equipment to be utilized on a mobile basis and if required to our automatic aid group of 5 neighbouring municipalities including Perry Township, McMurrich Monteith, Burks Falls/Armour/Ryerson and Magnetawan, aiding in our efficiency to response. In addition to this equipment the Fire Department has included a drone with thermal imaging camera as well as training to aid in rapid aerial assessments, fire fighting and search and rescue.

Project Timelines

Project Start Date	Effective Date of the Transfer Payment Agreement
Completion Date	April 30, 2025

Performance Metrics

KPI	Description/Calculation	Target
Increasing emergency preparedness in this community as a result of this project	Rate of emergency preparedness increase in this community as a result of this project (scale: 1 (not prepared), 2 (minimally prepared), 3 (partially prepared), 4 (mostly prepared), 5 (fully prepared))	5
Increase number of volunteers in the community as a result of this project	Number of volunteers recruited for the organization/project	18
Increase number of people trained for emergency preparedness as a result of this project	Number of people trained	18

Client Provided Performance Metrics

KPI	Description/Calculation	Target
New abilities & equipment	add drone and additional/new equipement	48

SCHEDULE "D"
BUDGET

Expense Category	Total
Supplies	\$0.00
Capital Equipment	\$34,272.00
Services	\$0.00
Training	\$7,000.00
Other	\$0.00
Total Funding Request	\$41,272.00

SCHEDULE "E"
PAYMENT PLAN

The payment of Funds will be made by electronic fund transfer by the Province. The Recipient is required to have a profile on the Integrated Financial Information System (IFIS) system and is responsible for keeping it up to date with appropriate banking and contact information.

	Payment Amount	Payment Date
Payment	\$41,272.00	Up to 15 Business Days after all the following occur: <ul style="list-style-type: none">• the Agreement is signed by both parties;• the Province receives the following from the Recipient the Certificate of Insurance

SCHEDULE "F" REPORTS

The following documents will be required before completion of report back:

- Confirmation of signing authority; and
- Copy of notification to elected official/head for awareness

Final Report. The Recipient shall include the following in the Final Report:

- (a) Final expense summary, including a reconciliation of actual payments made by the Province and actual expenses incurred by the Recipient in accordance with the Budget.
- (b) An explanation of variances between the Budget and actual expenses incurred by the Recipient.
- (c) Itemized list of all capital and operating equipment purchased.
- (d) Supporting documents substantiating the Recipient's completion of Project activities.
- (e) Summary of Project and performance measures results demonstrating how the Project has enhanced capabilities.
- (f) Final Report to be completed on TPON by the Recipient's Finance Contact or equivalent in accordance".

A failure to meet any of the reporting requirements described above may impact the Recipient's ability to return Funds under this Agreement, as well as the Recipient's eligibility to receive funding that may be available through **future iterations of the program**.

Unless the Province specifies otherwise, all Reports must be completed in Transfer Payment Ontario.

Project reporting deadline	September 12, 2025
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The Corporation of
The Town of Kearney
8 Main Street, P.O. Box 38
Kearney, ON
P0A 1M0
October 9, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the Town of Kearney in 2025 will be 0.561×974 based on a residential population served of 974.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	Previous Agreement(s)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025, and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact ppsap@opp.ca.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Steve Ridout', with a stylized flourish at the end.

Superintendent Steve Ridout
Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement
 P-PSAP Information Package



OPP PROVISION OF
9-1-1 PRIMARY PUBLIC SAFETY
ANSWERING POINT (P-PSAP)
SERVICES

OPP 9-1-1 P-PSAP Services

The Ontario Provincial Police (OPP) was established in 1909 and is one of the largest police forces in North America, with 5,500 uniformed officers, 2,500 civilian employees and 600 Auxiliary officers. The OPP operates under the Police Services Act and serves Ontario by protecting its citizens, upholding the law and preserving public safety. Many of the services provided by the OPP, including frontline policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract to Ontario municipalities.

A P-PSAP is responsible for answering all calls to 9-1-1 for police, fire and ambulance services. A 9-1-1 calltaker will triage the caller's needs and forward the call directly to the appropriate emergency service(s) — known as a secondary Public Safety Answering Point (S-PSAP) — for action and follow-through.

The OPP provides primary PSAP and secondary PSAP services to many municipalities in Ontario.

Trained OPP personnel have expertise in both calltaking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week, 365 days per year.

Presently, the OPP has agreements with 111 Municipalities, First Nations, Local Services Boards and other 9-1-1 Authorities to provide P-PSAP services in geographical areas that are policed by the OPP, as well as in some areas where policing is provided by a Municipal Police Service.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre (PCC) will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages of accepting an OPP contract for the provision of 9-1-1 P-PSAP services to the Municipality include improved situational awareness during incidents, which is crucial to establishing the most efficient emergency communications systems possible. Additionally, it allows for improved control and coordination of major incidents, an assured Grade of Service, consistent use of state-of-the-art technology and continuous service provided at a defined cost.

The information contained in this document outlines OPP-provided P-PSAP services.

Technical and Operational Information

Provincial Communications Centres Providing Call Answering

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both non-emergent and emergency calls, including 9-1-1. The OPP currently operates four (4) Provincial Communications Centres in Ontario. Each OPP Provincial Communications Centre operates in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards).

For a Municipality under contract with the OPP for 9-1-1 P-PSAP service, the OPP provides continuous and uninterrupted services through one of two Provincial Communications Centres: the North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This is required as part of the Bell Canada service plan. Staff and system requirements necessary for the provision of this service to the municipality are available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the appropriate public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS). In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be completed without any cost to the municipality as part of the Bell service plan.

Staffing of Provincial Communications Centres

The OPP staffs all its Provincial Communications Centres with qualified civilian and uniform OPP members. The OPP also manages all the personnel and equipment required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is typically staffed based on historical workloads and software algorithms that identify the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the calltaker and dispatcher functions are separated, although all operators are trained to perform both roles. On-duty civilian Communication Teams Leaders and OPP uniform supervisors provide full-time, on-site supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS, as it is a part of normal day-to-day operations. OPP personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation are of benefit to the citizens of a municipality that contracts with the OPP as a P-PSAP provider.

Training

Provincial Communications Centre staffing is of utmost importance to the OPP. For the calltakers as the first points of contact for the public during an emergency and for the dispatchers who coordinate the movements and actions of frontline police officers, it is mission critical that PCC staff are well trained and in adherence with the OPP's Standard Operating Procedures. All

applicants for OPP Communications Operator positions are subjected to a rigorous screening process involving interviews, pre-employment testing using CritiCall and other position-specific software, psychological testing and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with an OPP-trained coach during their initial transition. A quality assurance program is in place to ensure employees maintain their skillset and are compliant with organizational standards.

Standards

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporate the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within two rings. Performance of all call answering activity is regularly measured and reviewed. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first. Note: The standard ringing cycle is six seconds and is fixed by the telephone company. Accordingly, the maximum time for two ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display information including the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at pre-set limits, alerting the calltakers to this critical information. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P- PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fibre ring that provides redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially answered in English. Bilingual (French/English) communicators at each Provincial Communications Centre are able to answer a call in either official language. The OPP

will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP subscribes to an interpretation services telephone line and regularly uses this service to access live translation services in additional languages, as required. To assist with Deaf, deafened, and hard of hearing callers, each Provincial Communications Centre is equipped with a minimum of two (2) TTY devices which are connected to the telephone systems, ensuring calls can be transferred as required. These devices are also used by the OPP to provide similar service through the direct dial 1-888-310-1133 phone number.

The Communications Centre Logger (CCL) system

Every Provincial Communication Centre is equipped with the Communications Centre Logger (CCL) system to capture and store call recordings. Multi-channel digital recorders provide continuous long-term storage on a 24-hour basis. The recorders are redundantly configured in order to ensure continuity of recordings. Copies of recordings are archived to an additional on-site and off-site data server in order to ensure availability in case of hardware failure. All telephone calls are recorded for the duration that the operator's phone remains off hook. All radio transmissions are recorded for the duration of the radio PTT transmission. The CCL system does not record dead air in-between calls or transmissions. Exports of audio recordings are presented as a collection of timestamped clips where each clip represents a single call or transmission.

Records are retained for a seven (7) year plus current year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Requests for copies of CCL system recordings are processed by the OPP Technology Disclosure Unit (TDU).

Automatic Number Identification/Automatic Location Identification (ANI/ALI)

ANI (Automatic Number Identification) is the automatic display at the PSAP of the telephone number associated with the line which called 9-1-1. ALI (Automatic Location Identification) contains details about the location, including the GPS coordinates or the civic or mailing address and other identifying information such as the building name or suite number that is associated with the ANI from the database where the PSAP is connected. All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 calls is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be transferred or "downstreamed" to Secondary PSAP agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least five days prior to the end of the seven-year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e., interpretation services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P- PSAP operation in answering 9-1-1 calls, as well as the volume of calls handled for the Municipality.

The OPP notifies Bell Canada of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. If the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for Business Interruptions

Due to the equipment redundancy and back-up provisions, the OPP does not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

Preparing for Next Generation 9-1-1 (NG9-1-1)

Under a directive from the Canadian Radio-television and Telecommunications Commission (CRTC), all telephone companies are mandated to update their networks in order to be ready to provide next-generation (NG9-1-1) services in the future.

As consumer telecommunication devices continue to evolve with changing technology, the 9-1-1 system must keep pace in order to maintain and further enhance public safety.

NG9-1-1 is the mandatory replacement of the current 9-1-1 service in Canada. Rather than a series of different, proprietary telephone systems, NG9-1-1 is an ecosystem of integrated, standards-based systems from coast to coast to coast. It will comply with a standard developed by the North American Emergency Number Association (NENA) which forms the basis for compatible deployment of this new service in Canada, the United States and around the world.

The change to NG9-1-1 will significantly enhance public safety communications services in an increasingly wireless, mobile society with new broadband network capabilities, notably:

- It will be a national level network that will facilitate emergency communications between citizens and emergency services.
- It will be a standards-based, secure platform specifically for 9-1-1 emergency communications across Canada.
- It will provide OPP PCC Communicators with enhanced caller location and subscriber information, improving their ability to dispatch officers as quickly as possible.
- NG9-1-1 will improve interoperability between emergency services agencies by allowing P-PSAPs to transfer calls efficiently and seamlessly share information from PSAP to PSAP.
- NG9-1-1 will allow the public to real-time text (RTT) 9-1-1 directly and in the future, allow callers to send photos and videos.

By March 1, 2022, all networks were updated to prepare for NG9-1-1. Additional milestones will be put in place by the CRTC, culminating in the decommissioning of the existing 9-1-1 system and full implementation of NG9-1-1 by March 2025.

The OPP is a national leader in NG9-1-1 adoption and implementation and has committed resources to ensuring the safety and security of the new NG9-1-1 network.

Working in partnership with hardware and software stakeholders, the OPP is expecting to begin the NG9-1-1 migration process early in 2024.



**AGREEMENT FOR THE PROVISION OF
PRIMARY PUBLIC SAFETY ANSWERING
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES
EFFECTIVE AS OF JANUARY 1, 2025**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE
("OPP")**

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWN OF KEARNEY
(the "9-1-1 Authority")**

OF THE SECOND PART

RECITALS:

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

“9-1-1 Call” means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

“Agreement” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“ALI” means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

“ANI” means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

“Call Control” means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“ESZ” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“GIS” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“NG9-1-1” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“Party” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“PERS” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“PSAP” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“Primary PSAP” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“Secondary PSAP” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“Selective Routing and Transfer” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

To the 9-1-1 Authority

THE CORPORATION OF
THE TOWN OF KEARNEY
8 Main Street, P.O. Box 38
Kearney, ON P0A 1M0

Email: nicole.gourlay@townofkearney.ca

To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters
777 Memorial Avenue Orillia
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4 RATES AND METHOD OF PAYMENT

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$546.41 based on the residential population served in the geographic territory of the 9-1-1 Authority of 974 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5 RESPONSIBILITIES OF THE OPP

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.
- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is

operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.

- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

7 LIMITATION OF LIABILITY

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:

- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
- (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
 - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
- (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

- 7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY

- 8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9 DISPUTE RESOLUTION

- 9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
 - (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
 - (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
 - (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.
- 10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of

termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

THE CORPORATION OF THE TOWN OF KEARNEY

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

Ontario Provincial Police (OPP)

Provincial Commander

Print Name

Date: _____ day of _____, 20__

SCHEDULE "A"

BYLAW OR BAND COUNCIL RESOLUTION

Attached to and forming part of the Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE

And

THE CORPORATION OF THE TOWN OF KEARNEY

PLACEHOLDER
BY-LAW/BAND COUNCIL RESOLUTION

THIS AGREEMENT MADE AS OF THE 1ST DAY OF SEPTEMBER, 2024,

BETWEEN

**THE TOWN OF KEARNEY
(Hereafter referred to as the “Town”)**

-and-

**NIPISSING-PARRY SOUND STUDENT TRANSPORTATION SERVICES
(Hereinafter referred to as the “Consortium”)**

WHEREAS the Consortium has a need for school bus transfer sites;

AND WHEREAS the parties wish to enter into an agreement for the prevision of a school bus transfer site;

NOW THEREFORE in consideration of the foregoing background, the covenants of this Agreements and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), the parties agree as follows:

1.0 The Service

1.1. This agreement will be for a three (3) year term commencing September 1, 2024 to August 31, 2027, inclusive.

2.0 School Bus Transfer Locations

2.1. In providing school bus services, the Consortium has a need for transfer sites in order to allow students to transfer to different school buses. The Town agrees to allow the Consortium to use the parking lot at the Kearney Community Centre for such purposes.

2.2. Transfers will normally take place twice a day on all school days at approximately 7:50 am and 3:40 pm; and take about 10 to 15 minutes to complete.

3.0 Insurance Indemnity

3.1. The Consortium shall indemnify and save harmless the Town from any claim or demand arising from the use of the parking lot by the Consortium and against all losses, damages, costs, charges, and expenses the Town may incur the permission in Paragraph 2.

3.2. The Consortium agrees to provide and maintain third party comprehensive liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence, to include;

- i) The Town of Kearney as an additional insured;
- ii) Cross liability clause; and
- iii) Thirty (30) day written notice of cancelation, termination, or material change.

The Consortium will provide the Town with a valid Certificate of Insurance that confirms the above requirements and a copy of any replacement certificates as may be necessary.

4.0 Dispute Resolution

4.1. Any dispute where an agreement cannot be reached, this Agreement shall be settled in arbitration according to the Arbitration Act.

5.0 Termination

- 5.1. Any party may terminate this Agreement upon giving the other party three (3) months written notice of intention to terminate.

6.0 General Provisions

6.1. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, warranties and agreements, written or oral, express or implied between them.

6.2. Notices, etc.

- i) Any demand, notice, direction or other communications to be made or given hereunder (in each case, "Communication") shall be in writing and may be made or given by personal delivery, by courier, by transmittal, by telecopy or other similar means of electronic communications, or sent by registered mail, charges prepaid, addressed to the respective parties as follows:

TOWN OF KEARNEY: 8 Main Street
P.O. Box 38
Kearney, ON P0A 1M0

Attention: Nicole Gourlay
Clerk Administrator

(705) 636-7752, extension 104

CONSORTIUM: 685 Bloem Street, Suite #201
North Bay, Ontario P1B 4Z5

Attention: Chuck Seguin,
Executive Director

(705) 472-8840, extension #206

or such other address or telecopy number any party may from time to time notify the other in accordance with this section.

- ii) Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof, or, if made or given by telecopy or other electronic means of communication, on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, then any Communication shall be delivered or transmitted by means of courier or recorded electronic communication as provided for in this section and as the circumstance may dictate.

- iii) "Business Day" means any day other than Saturday, Sunday or a Statutory civil, observed holiday in the province of Ontario.

6.3. Serviceability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party,

6.4. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party hereby irrevocable and unconditionally submits to the nonexclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

6.5. Further Assurances

Each party shall at all times and from time to time, upon each request by the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonable request to evidence, carry out and give full effect to the terms , conditions, intent and meaning of this Agreement.

6.6. Non-Assignability

A party may not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part without the prior written consent all other parties, which consent may be unreasonable and arbitrarily withheld. Subject to this restriction, this Agreement shall ensure to the benefit of, and bind, the parties and their respective successors and assigns.

6.7. Headings

The headings are for convenience of reference only and do not form part of the Agreement and are not intended, define or limit the scope, extent or intent of this Agreement or any previsions thereof.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate

**NIPISSING-PARRY SOUND STUDENT
TRANSPORTATION SERVICES**

Chuck Seguin
Executive Director

*I have authority to bind the Corporation, Vendor, or
Partnership.*

Signature of Witness

Name of Witness

- *A witness signature is required only when the Vendor
is not a Corporation.*

TOWN OF KEARNEY

Cheryl Philip
Mayor

Nicole Gourlay
Clerk Administrator

*I have authority to bind the Corporation, Vendor, or
Partnership.*

Signature of Witness

Name of Witness

- *A witness signature is required only when the Vendor
is not a Corporation.*

CONSENT AGREEMENT

THIS AGREEMENT made between:

JOACHIM MOSMANN

hereinafter called the "Owner"
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF KEARNEY

hereinafter called the "Municipality"
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in paragraph 1.1 herein annexed;

AND WHEREAS the Owner obtained, from the Southeast Parry Sound District Planning Board (Files B-045/22, B-046/22, and B-047/22) approval of consent to sever the subject lands (the "Severance Approval") into three severed lots and one retained lot;

AND WHEREAS the conditions of approval require the Owner to enter into this Agreement pursuant to section 53 of the *Planning Act*, and to register such Agreement on title to the lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS – See Schedule "A" paragraph 1 (hereinafter referenced as "the Subject Lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that no development of or work shall be performed on the Subject Lands except in compliance with:

- a) the provisions of this Agreement;
- b) all Schedules attached hereto; and
- c) all applicable Municipal By-laws and all Provincial and Federal Legislation.

1.3 SCHEDULES ATTACHED - The following schedules are attached to this Agreement:

Schedule "A" – Legal Description
Schedule "B" – Cash Deposits
Schedule "C" – Building Envelope Sketch

1.4 DEFINITIONS

- a) "Severed Lot 1" shall mean those lands identified as Part 1, 42R-22332.
- b) "Severed Lot 2" shall mean those lands identified as Part 2, 42R-22332.

- c) "Severed Lot 3" shall mean those lands identified as Part 3, 42R-22332.
- c) "Retained Lands" shall mean the Subject Lands except for Severed Lot 1, Severed Lot 2 and Severed Lot 3.

2. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

2.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:

- a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands,
- b) Cash Deposits, Cash Payments & Security - have delivered to the Municipality all cash deposits, cash payments and security required by Schedule "B" attached,
- c) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,
- d) Postponements Mortgage/Charge - obtain and provide a postponement for any Mortgage/Charge registered on the subject lands to give priority to this agreement. The Town may accept a solicitor's undertaking to obtain and register such postponements.

3. DEVELOPMENT REQUIREMENTS

3.1 Further to the terms of this Agreement, the Owner covenants and agrees that no development of, or work shall be performed on, the Subject Lands except in conformity with the "Topographic Sketch for Joe Mosmann, Stoneway Road, Kearney" prepared by KPK Surveying Inc., dated June 29, 2024, and which is otherwise referred to herein as the "Building Envelope Sketch".

3.2 In accordance with the Building Envelope Sketch, the Owner further covenants and agrees that:

- a) For Severed Lot 2, Severed Lot 3 and the Retained Lands, all development including buildings, septic systems, driveways, parking areas and accessory structures shall be located within the proposed building envelopes as shown on the Building Envelope Sketch and/or within the identified driveway area/entrance area on the said Sketch; and
- b) All areas on the Subject Lands which are not shown as developed on the Building Envelope Sketch or which are located outside of a proposed building envelope as shown on the said Sketch shall not be developed and shall remain in a natural state including the retention of natural vegetation.

4. CASH IN LIEU OF PARKLAND

4.1 As a condition of approval of the consents, the Owner shall pay a fee in lieu of parkland in the amount of 5% of the assessed value (as determined by the Municipal Property Assessment Corporation) of each new lot, the total fee being \$2,900.00, as more particularly described in Schedule "B" hereto.

5. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS

5.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the Subject Lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that it will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the Subject Lands, or for the purpose of giving effect to the

provisions required under this Agreement or to give priority of registration to this Agreement.

6. EXPENSES TO BE PAID BY OWNER

- 6.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- 6.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, Planner, Landscape Architect or Engineer (as applicable) in connection with all work to be performed as a result of the provisions of this Agreement.
- 6.3 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.
- 6.4 In the event that the Municipality, acting reasonably, 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 Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.
- 6.5 In addition to and without prejudice to any security or other cash deposit or guarantee given by the Owner for the performance of its obligations under this Agreement and upon default of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of sections 349, 442, and 446 of the *Municipal Act, 2001*.

7. CASH DEPOSITS AND SECURITY - SCHEDULE "B"

- 7.1 The Owner shall lodge with the Municipality, those cash deposits and security more particularly described in Schedule "B", and at the dates specified therein.
- 7.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits, and security set out in Schedule "B" attached, the Owner shall pay such excess charges within 30 days after demand by the Municipality, or if less, such excess deposit or security shall be refunded upon the satisfaction by the Owner of all obligations under this Agreement.
- 7.3 Default and Entry - Where the Owner is in default under any of the provisions of this Agreement, the Municipality, if it so elects, shall have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Owner under this Agreement, or to arrange for such works to be completed on behalf of the Owner. In furtherance of such work the Municipality is authorized to use and realize upon the security held under this Agreement.
- 7.4 Any security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Owner.
- 7.5 Exceeding Cost Estimates - If the costs of completing such work or service, exceeds the amount of security held by the Municipality, such excess shall be

paid by the Owner to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 12% per annum.

- 7.6 Save Harmless - The Owner on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly be reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its servants or agents or subcontractors.
- 7.7 The Construction Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the *Construction Act*, R.S.O. 1990, c. C.30, this will constitute a default and entitle the Municipality to realize upon its security.
- 7.8 Surplus - In the event that the Municipality realizes upon security to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

8. ATTACHED SCHEDULES

- 8.1 It is agreed that everything included in this Agreement and the Schedules attached hereto filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

9. RESTRICTIVE COVENANTS

- 8.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the said lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.
- 8.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the said lands.

10. INDEMNIFICATION FROM LIABILITY AND RELEASE

- 9.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, and its employees, officers, directors, agents, servants and invitees, from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on her behalf in connection with the carrying out of the provisions of this Agreement or by reason of the failure of the Owner or its successors in title and assigns to comply with and/or fulfill its obligations hereunder and without limitation those obligations set out in section 1.2.
- 9.2 The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on adjacent properties which may damage or interfere with the works of the Owner, provided that such

default, failure or neglect was not caused intentionally or through negligence on the part of the Municipality, its servants, agents or subcontractors.

11. NOTICE TO PARTIES

11.1 Any Notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto,
- b) prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received three (3) business days after mailing, or
- c) by telecopier message (fax machine) and such telecopier message shall be deemed to have been received the day it was sent up to the hour of 4:30 p.m. and any time a telecopier message is sent thereafter, it shall be deemed to be received on the following day.

11.2 For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:

Owner: Joachim Mosmann
P.O. Box 105
Kearney, ON
P0A 1M0

Municipality: Town of Kearney
Main Street, P.O. Box 38
Kearney, ON P0A 1M0
Attention: Clerk Administrator

12. TIME OF THE ESSENCE

12.1 The parties hereto agree that time shall be of the essence in this Agreement.

13. ESTOPPEL OF OWNER

10.1 The Owner 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 Owner in any such proceedings.

14. INTERPRETATION

11.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires, or vice versa, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

11.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their

heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the _____ day of _____, 2024.

Witness
Name:

Joachim Mosmann

By The Corporation of the Town Kearney on the _____ day of _____, 2024.

THE CORPORATION OF THE
TOWN OF KEARNEY

Per: _____
Name: Cheryl Philip
Title: Mayor

Per: _____c/s
Name: Nicole Gourlay
Title: CAO/Clerk

We have the authority to bind the corporation.

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND JOACHIM MOSMANN.

LEGAL DESCRIPTION OF LANDS

PT LT 6 CON 11 BETHUNE AS IN LT114208 EXCEPT PT 1 42R13907 & EXCEPT PTS 1 & 2 42R20372; TOWN OF KEARNEY Being all of the lands described in PIN 52158-0367 (LT).

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND JOACHIM MOSMANN.

CASH DEPOSITS, CASH PAYMENTS AND SECURITY

The Owner shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, capital levies and security:

1. TYPE OF SECURITY

Any security required to be filed under this Agreement shall be in cash or by Letter of Credit valid for a period of one year with extension provisions and prepared in a form provided by the Municipality. It shall be drawn on a Chartered Bank of Canada and shall be for the amount hereinafter set out.

2. REDUCTION OF SECURITY

The Owner may, as portions of the work are completed, make application to the Municipality to reduce the security to such amount as, in the sole discretion of the Municipal Clerk Administrator, is sufficient to guarantee the due performance of all the terms of the Development Agreement including, but not so as to limit the generality of the foregoing, Municipal Services, internal services and any other financial obligations required of the Owner under this Agreement (the costs of which will be estimated by the Municipality for holdback purposes), and to cover any obligations of the Municipality that might arise under Section 17 of the *Construction Act*, and this amount will also include the security holdbacks required for the maintenance periods.

3. SECURITY FOR WARRANTY PERIODS

Two Year Guarantee Against Defects: Municipal Services

In the event that the Owner by the terms of this Agreement is required to construct Municipal Services, a cash deposit or a Letter of Credit equal to 10% of the total value of the Municipal Services, shall be deposited with and retained by the Municipality for a period of 2 years after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement.

One Year Guarantee Against Defects: Internal Services

A cash deposit or a Letter of Credit equal to ten percent (10%) of the total value of the internal services shall be deposited with and retained by the Municipality for a period of 1 year after acceptance works.

4. CASH DEPOSITS/SECURITY - FOR THE MUNICIPALITY

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality, except where otherwise noted. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

A. Cash Deposits

i.	Deposit for the municipality's legal and planning Expenses (paid)	\$1,200.00
ii.	Consent application fee (paid)	\$400.00
iii.	Consent pre-consultation fees - initial (paid)	\$200.00

TOTAL: \$1,800.00

B. Cash in Lieu of Parkland (paid)

- i. Severed Lot 1, 2 & 3 - \$58,000 [total assessed value] x 5% = \$2,900.00

TOTAL = \$ 2,900.00

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF KEARNEY AND JOACHIM MOSMANN.

BUILDING ENVELOPE SKETCH

DATED JUNE 29, 2024.

The Building Envelope Sketch entitled "Topographic Sketch for Joe Mosmann, Stoneway Road, Kearney", prepared by KPK Surveying Inc., dated June 29, 2024, is hereby incorporated into this Agreement as part of this Schedule "C". Copies of this document are available at the Town of Kearney offices, 8 Main Street, Kearney, ON, Monday to Friday, during regular business hours.

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025 - XX

Being a By-law to Authorize the Execution of a Consent Agreement
Between the Corporation of the Town of Kearney and Mosmann.

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 Mosmann;

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 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk



COUNCIL RESOLUTION # 2025 - _____

Date: February 6, 2025

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 a Provincial Election has been called to be held on February 27, 2025;

AND WHEREAS the Kearney Community Centre is a designated polling station;

AND WHEREAS the Council of the Corporation of the Town of Kearney next Regular Council Meeting date had been scheduled to be held on February 27, 2025;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney hereby determines to reschedule the next Regular Council Meeting to: _____

CARRIED ☐ _____

DEFEATED ☐ _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

☐

☐

Pateman, Heather

☐

☐

Philip, Cheryl – Mayor

☐

☐

Rickward, Michael – Deputy Mayor

☐

☐

Sharer, Jill

☐

☐



COUNCIL RESOLUTION # 2025- _____

Date: February 6, 2025

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 the Parry Sound District EMS Advisory Committee Board Representative has resigned from Village of Burks Falls;

AND WHEREAS there is urgent need for a new representative for the Advisory Board;

NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Town of Kearney supports the nomination of Cheryl Philip as the area representative.

CARRIED ☐ _____

DEFEATED ☐ _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

☐

☐

Pateman, Heather

☐

☐

Philip, Cheryl – Mayor

☐

☐

Rickward, Michael – Deputy Mayor

☐

☐

Sharer, Jill

☐

☐



Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

www.townshipofperry.ca

REPORT TO COUNCIL

DATE: February 5, 2025
TO: Members of Council
FROM: Erica Cole, Deputy Clerk
RE: Almaguin Highlands OPP Detachment Board Appointments and Update

Recommendation

That the Council of the Township of Perry hereby appoint the following individuals to the Almaguin Highlands OPP Detachment Board, in accordance with the *Community Safety and Policing Act, 2019*, to serve until November 14, 2026

- Joe Lumley, Township of Perry, Council Representative
- Dan Robertson, Township of Ryerson, Council Representative
- Neil Scarlett, Township of Machar, Council Representative
- Kevin Noaik, Township of Strong, Council Representative
- Robert Sutherland, Community Representative
- Krista Miller, Community Representative

And further that Council supports the Township of Perry remain as the lead municipality for the Almaguin Highlands OPP Board, whereas the Perry Township Deputy Clerk or designate acts as Secretary to the Board until a time when the Board formally appoints a Secretary;

And further that Council supports paying its 1/12th share of annual Insurance Costs for the Almaguin Highlands OPP Detachment Board, as deemed required to protect the Board and its members, once the Insurance Provider and coverage details has been determined;

And further that Council supports paying its 1/12th share of any other costs associated with the Almaguin Highlands OPP Detachment Board, as required under *O.Reg 135/24*, including remuneration and travel costs for the Provincial Appointee and any other matters, programs, or items in which the OPP Detachment Board formally enact.

Background

Community Safety and Policing Act, 2019

On April 1, 2024, the [Community Safety and Policing Act, 2019](#) (CSPA) came into effect, making changes to Police Service Boards in place prior to 2019, and establishing OPP Detachment Boards in areas without previous Police Services Boards.

OPP Detachment Boards help to align policing objectives, priorities, and policies with community expectations. The establishment of the board is an opportunity for municipalities of all sizes to have a greater say and establish a relationship with the Detachment Commander and the officers who police communities. It also provides an opportunity to align municipal public safety expectations and clearly express those views in a coordinated manner with the Detachment Commander.

From 2019-2022, the Village of Burk's Falls was acting as the lead municipality for the application and submission process to the Ministry regarding the Board. The 12 Council's within Almaguin Highlands majority vote proposed the following:

- Willing to participate in the Board = 100%
- Board Size – 7 Members (1 Provincial Appointee, 2 Community Members, 4 Council Representatives)
- Board Composition Community Members – General Public Advertisement
- Administration of Board – create a part-time contract position for this Board only; one municipality would hold contract if required (to be decided later).

The Ministry of the Solicitor General approved the above proposal in 2021.

[O.Reg 135/24](#) Table 1 sets out the composition of the Almaguin Highlands OPP Detachment Board as follows:

- 4 Municipal Representatives
 - 1 = Armour Township, Burk's Falls, Ryerson Township
 - 1 = Joly Township, Machar Township, South River Village
 - 1 = Town of Kearney, McMurrich/Monteith Township, Perry Township
 - 1 = Municipality of Magnetawan, Strong Township, and Sundridge Village
- 2 Community Representatives
- 1 Provincial Appointee

In the Spring 2024, the following 4 Municipal Representatives were nominated by their grouped municipalities:

- Dan Robertson, Township of Ryerson

- Neil Scarlett, Township of Machar
- Joe Lumley, Township of Perry
- Kevin Noiak, Township of Strong

The advertisement for Community Board Representatives was posted in April 2024, where 8 applications were received. All 8 applicants were interviewed by Clerk's/Deputy Clerk's from Strong, Armour, and Perry. The 2 Community Board Representatives recommended for appointment are:

- Robert Sutherland, Community Representative
- Krista Miller, Community Representative

Subsequently this past Spring, it was agreed upon by all municipalities that the Township of Perry would commence the role as lead municipality (from the Village of Burk's Falls) for the purpose of the OPP Detachment Board. As such, it is being proposed the Township of Perry Deputy Clerk (or designate) act as Secretary to the Board until one is hired under contract. The Secretary will prepare the agenda, minutes, notices for websites, and any applicable reports in collaboration with the Board Chair.

O.Reg 409/23: Code of Conduct for OPP Detachment Board Members

[O.Reg 409/23: Code of Conduct for OPP Detachment Board Members](#) sets out the code of conduct with which every member of an OPP Detachment Board must comply.

O.Reg 135/24: OPP Detachment Boards

[O.Reg 135/24: OPP Detachment Boards](#) sets out the established OPP Detachment Boards within the Province. The regulation also sets out:

Section 3: OPP Detachment Board Estimates

- OPP Detachment Boards shall annually prepare estimates setting out the total amount that is required to pay the expenses of the board's operation, other than remuneration of members;
- Each municipality in the area for the OPP Detachment Board shall pay the OPP Detachment Board estimates by way of an equal share of the amount (*note, municipalities may *unanimously* agree to allocate the costs among themselves on a basis other than equal share)

Section 6. Term of Office

- The term of office for a member shall not exceed the term of office of the council (no longer than 4 years).

Section 7. Remuneration of members appointed by the Minister

- Remuneration paid to the Provincial Appointee shall be determined by unanimous agreement of each municipality in the area for the OPP Detachment Board, otherwise the Minister shall determine

renumeration;

- Each participating municipality shall pay an equal share of the renumeration, unless they *unanimously* agree to allocate the costs among themselves on a basis other than equal share.

Unless the Board decides otherwise, only the Provincial Appointee is regulated to receive remuneration.

Board Insurance

OPP Detachment Boards are not recognized as municipal boards, Board Insurance is highly recommended for general liability protection of the Board and its members, and all 12 area municipalities (Section 47 of *CPSA*). The insurance should be in place as soon as possible after the first Board meeting occurs. The lead municipality is continuing conversations with Insurance and the Ontario Association of Police Services Boards as it has to be determined if the Board has to officially incorporate or become a non-profit organization to apply for the insurance.

Board Insurance cost, under *O.Reg 135/24*, is to be split evenly amongst the 12 area municipalities. The quote received from the Ontario Association of Police Services Boards for annual insurance is approximately \$3,500 - \$5,000 (2024 rate).

The lead municipality would administer the insurance application, renewals and payment, invoicing each of other 11 municipalities equally for their share. However, the OPP Detachment Board itself would formally be the 'applicant' for the insurance. Once it is determined how the Board needs to be established (incorporated or non-profit), the lead municipality will proceed with obtaining the required insurance.

Training Requirements of Board Members

Prescribed under Section 35 of the *CPSA*, members shall successfully complete training approved by the Minister with respect to the role of a police service board, responsibilities, human rights and systemic racism, rights and cultures of First Nation, Inuit, and Metis Peoples, and diverse, and the multiracial and multicultural character of Ontario society.

The training will commence once the Board is formally appointed by each of the 12 area municipalities.

Provincial Appointee

The Ministry oversees the appointment of the Provincial Appointee. As of January 1, 2025, there has been no appointment of the Provincial Appointee

representative for the Almaguin Highlands OPP Detachment Board, nor a timeline of when an individual will be appointed.

OPP Detachment Commander Role with Board

The OPP Detachment Commander shall prepare and/or adopt any local action plan or policies in consultation with the Board and assist in preparing annually in collaboration with the Board on or before June 30, a report to the 12 municipalities regarding policing provided by the detachment. Other reports prepared by the Detachment Commander will include matters of traffic incident rates, statue charges laid, drug crime rates, etc. (Sections 68(2)(3), 69(3)(4), 70(1), *CPSA*).

The OPP Detachment Commander may not sit regularly at Board Meetings and is not a voting member.

Policies & Procedures of the Board

Under the *CPSA*, there are no set policies or procedures that are required to be adopted by the OPP Detachment Board.

However, the Insurance Companies recommended by the Ontario Association of Police Services Boards require an Abuse Policy. Other policies and procedures being adopted by OPP Detachment Boards across the Province include Terms of Reference, and Rules & Procedures.

As the Township of Perry is the current lead municipality, it is being recommended that its [Procedural By-law](#) be the general procedures of the Almaguin Highlands OPP Detachment Board.

The Acting Secretary, Township of Perry, will prepare the applicable policies for the Board for their consideration at their first formal meeting.

General Role of the Board

While it is difficult to exactly pinpoint all the activities the Almaguin Highlands OPP Detachment Board will oversee and manage, within Section 68(1) of the *CPSA*, states:

The OPP Detachment Board shall,

(a) consult with the Commissioner (Ontario Provincial Police Commissioner) regarding the selection of a detachment commander and otherwise participate, in accordance with regulation, in the selection of the detachment commander;

(b) determine objectives and priorities for the detachment, not inconsistent

with the [strategic plan](#), after consultation with the detachment commander;

(c) advise the detachment commander with respect to policing provided by the detachment;

(d) monitor the performance of the detachment commander;

(e) review the reports from the detachment commander regarding policing provided by the detachment; and

(f) on or before June 30 each year, provide an annual report to the area municipalities regarding policing provided by the detachment.

Proposed Interim Location of the Board Meetings

As Perry Township is currently acting as the lead municipality, it is being proposed that the interim Board Meeting location be Perry's Council Chambers.

Until the Board meets, no further details are available regarding the number of meetings, time, dates, etc. The only regulation regarding meetings in the *CPSA*, Section 43, the Board shall hold at least four meetings each year.

Next Steps

Each of the 12 municipalities within the Almaguin Highlands OPP Detachment Board will need to appoint the 6 Members to the Board, appoint the acting Secretary, and support the equal allocation share (1/12th) of the Board Insurance & other applicable costs.

Once the 6 Members and Secretary are appointed, the lead municipality will proceed with the required Ministry training, and the first meeting can be called (for affirmations, election of the Chair, adopt Terms of Reference, etc.). Once the Board Insurance has been determined, the Board may meet to start conducting Board business.

Attachments

- [Community Safety and Policing Act, 2019](#)
- OPP Detachment Board Insurance Information

July 26, 2024

O.P.P. Detachment Boards

In March 2019, the Ontario government passed the Community Safety and Policing Act, 2019 (CSPA), as part of the Comprehensive Ontario Police Services Act, 2019. It came into force on April 1, 2024, and replaces the Police Services Act, R.S.O., 1990.

Under Part V (Ontario Provincial Police), Section 67(1) requires one or more O.P.P. detachment boards for each detachment of the O.P.P. that provides policing in a municipality. The main difference between the new O.P.P. detachment boards and the previous police services boards is that O.P.P. detachment boards will have a broader scope of governance, covering multiple municipalities within a detachment area.

This change in governance has resulted in challenges from an insurance perspective, and Intact Public Entities (IPE) has been working hard over the past few months to develop an IPE coverage solution. We are pleased to confirm that we are now moving forward with a coverage offering for the O.P.P. boards. It is important to note the following:

1. The O.P.P. Board programs will be provided separately from any/all participating municipalities' insurance programs with IPE.
2. The O.P.P. Board will be excluded from any/all participating municipalities' insurance programs with IPE.
3. Any previously named Police Services Board under the Police Services Act, R.S.O., 1990 will be deleted from the applicable municipal insurance programs, as they are now dissolved.

IPE's standard insurance program offering will include:

General Liability	\$10,000,000
Non-Owned Automobile	\$10,000,000
Directors' & Officers' Liability	\$ 5,000,000

A Not-for-Profit Directors' and Officers' Liability application will be required.

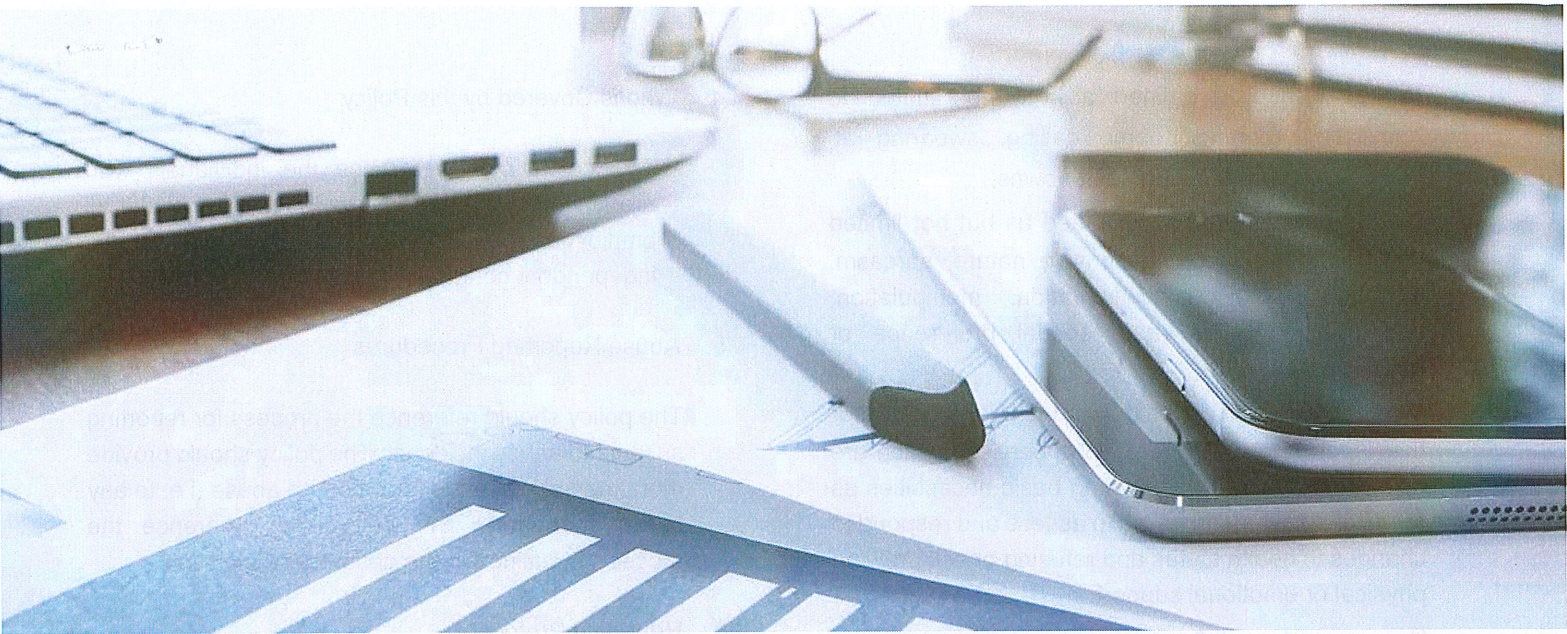
IPE is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives IPE the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. When a new risk emerges, IPE remains solutions-focused and nimble to provide what's needed most – a trusted and steady insurance partner. IPE is a wholly owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario.

For further information, contact your Regional Manager, or email us at: OPPBoardquote@intactpublicentities.ca

Intact Public Entities

278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6

Toll free 1 800 265 4000 intactpublicentities.ca



Policies & Procedures: Creating Abuse Policies in Ontario

An entity can be held vicariously liable for the inappropriate and intentional actions of its employees, volunteers, visitors and independent contractors. In order to protect itself, the entity should implement a written and documented abuse policy. The policy should be drafted in consultation with the entity's legal counsel and Board of Directors.

The purpose of the policy is:

- a. To maintain an environment that is free from harassment or abuse
- b. To identify the behaviours that are unacceptable
- c. To establish a mechanism for receiving complaints
- d. To establish a procedure to deal with complaints
- e. A general framework for drafting an abuse policy is as follows:

1. Policy Statement

The entity should begin by formulating a policy statement with respect to its tolerance of abuse. An example of a policy statement is:

The organization will not tolerate any form of physical, sexual, emotional, verbal, or psychological abuse, nor any form of neglect or harassment.

2. Definitions

The forms of abuse referred to in the policy statement must be defined so that all individuals bound by the policy have a clear understanding of the behaviours that will not be tolerated. The following are examples of definitions:

- **Physical Abuse** is defined as but not limited to the use of intentional force that can result in physical harm or injury to an individual. It can take the form of slapping, hitting, punching, shaking, pulling, throwing, kicking, biting, choking, strangling or the abusive use of restraints.
- **Sexual Abuse** is defined as but not limited to any unwanted touching, fondling, observations for sexual gratification, any penetration or attempted penetration with a penis, digital or object of the vagina or anus, verbal or written propositions or innuendos, exhibitionism or exploitation for profit including pornography.
- **Emotional Abuse** is defined as but not limited to a chronic attack on an individual's self-esteem. It can take the form of name calling, threatening, ridiculing, berating, intimidating, isolating, hazing, habitual scapegoat, blaming.

- **Verbal Abuse** is defined as but not limited to humiliating remarks, name calling, swearing at, taunting, teasing, continual put downs.
- **Psychological Abuse** is defined as but not limited to communication of an abusive nature, sarcasm, exploitive behaviour, intimidation, manipulation, and insensitivity to race, sexual preference or family dynamics.
- **Neglect** is defined as but not limited to any behaviour that leads to a failure to provide services which are necessary such as withdrawing basic necessities as forms of punishment, failing to assess and respond to changes in health status and refusing or withdrawing physical or emotional support.
- **Harassment** is defined as but not limited to any unwanted physical or verbal conduct that offends or humiliates, including gender-based harassment. It can be a single incident or several incidents over time. It includes threats, intimidation, display of racism, sexism, unnecessary physical contact, suggestive remarks or gestures, offensive pictures or jokes. Harassment will be considered to have taken place if a reasonable person ought to have known that the behaviour was unwelcome.

3. Governing Legislation

The policy should reference the applicable legislation that gives ground to the entity's abuse policy. Examples of applicable legislation are:

- *Child and Family Services Act*, RSO 1990, c C.11
- *Child Care and Early Years Act*, 2014, SO 2014, c 11, Sch 1
- Human Rights Code, RSO 1990, c H.19
- Criminal Code, RSC 1985, c C-46
- *Retirement Homes Act*, 2010, SO 2010, c11
- *Regulated Health Professions Act*, 1991, SO 1991, c 18
- *Ministry of Health and Long-Term Care Act*, RSO 1990, c M.26
- The entity must refer to its governing legislation.

4. Who is Covered by this Policy

The policy must reference the individuals who are covered by the policy. This will include all employees, volunteers, visitors, parents, independent contractors, etc.

5. Abuse Reporting Procedures

The policy should reference the process for reporting suspected abuse incidents. The policy should provide more than one avenue for reporting abuse (i.e. to any senior manager). The policy can reference the procedure outlined in the governing legislation.

6. Reporting Protocol

The policy should establish the process the entity will follow when an abuse allegation is brought forward. Governing legislation should be referenced with respect to the reporting protocol that must be followed.

7. Investigative & Disciplinary Procedures

The policy should outline the investigative procedure. Within this procedure, the policy should address the following:

- The role of the alleged assailant within the organization. Will the individual be suspended with pay/without pay; moved to another position within the organization, etc?
 - Action required by individuals within the organization
 - Resolution of the Complaint – counselling, disciplinary action, dismissal
 - Appeal Process
 - False Allegations
 - Disciplinary Action that will be taken
 - Documentation procedures, which must be made available for any civil or criminal proceedings
8. All individuals bound by the policy must be given the opportunity to read the policy and ask any questions.
9. The policy should also reflect the potential personal financial liabilities of the owners, directors, officers and others.

10. The entity should require an acknowledgement that the policy has been read and is understood. This can take the form of a signature page. As an example:

I acknowledge that I have received and read the abuse policy and/or have had it explained to me. I understand that it is my responsibility to abide by all the rules contained in this policy and to report any incidents of abuse as set forth in this policy.

Date _____

Signature of Employee/Volunteer

Signature of Person Representing the Entity

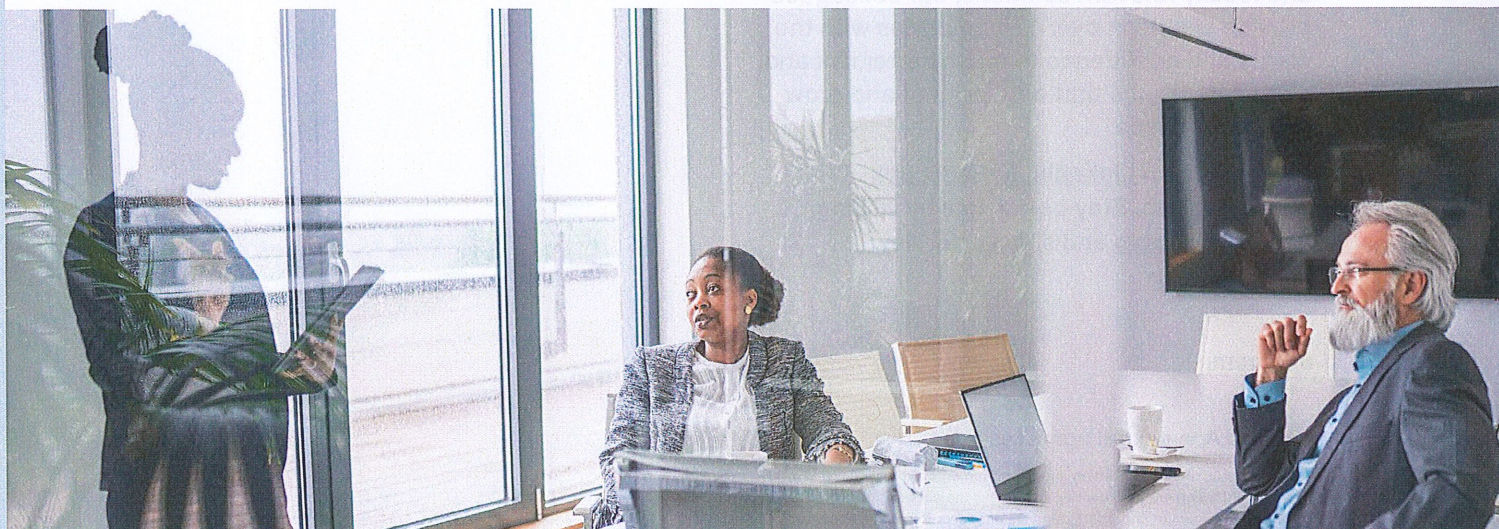
11. The policy needs to identify the individual responsible for implementing the policy throughout the organization.
12. The organization should appoint a "media representative" to respond to all enquiries from any media (TV, radio, newspapers, etc.) and all staff should be instructed if approached by the media, to refer all such enquiries to the "media representative".

Please see these resources for additional information on abuse in Ontario:

- Ministry of Social & Community Services
- Ministry of Children and Youth Services
- Child Protection Standards in Ontario
- Ontario Child Protection Tools Manual
- The Ontario Network for the Prevention of Elder Abuse

Insurance for Ontario Police Detachment Boards

Better Decisions for Risk Capital



Effective April 1, 2024, the new **Community Safety and Policing Act** comes in to force, meaning that police service boards (under the former Police Services Act) have been discontinued in favour of new local detachment boards, for municipalities who receive police services by Ontario Provincial Police.

Aon is pleased to provide an exclusive and bespoke insurance solution, specifically designed for these newly formed police detachment boards, with premiums starting at \$5000. Increased limits are available if required.

Coverage Includes

Comprehensive General Liability	\$5,000,000
Administrative Errors and Omissions Liability	\$2,000,000
Crisis Management Services Liability	\$250,000
Wrongful Dismissal and Employment Practices Liability	\$500,000

The scope of work demanded by public entities requires a broker with a deep understanding of the risks faced by the sector, strong links to government bodies and an expert team that specializes in government legislation.

Aon has been the Canadian leader in the provision of insurance placement services to public entities clients for over 40 years. This group services subsectors and encompasses all levels of government, hospitals, non-profits and education.

This dedicated group of public entity professionals handles over 700 municipalities. Our group's strength comes from our extensive experience in this sector and our ability to work closely with other Centres of Excellence such as construction, environmental and financial services to name a few, allowing us to bring the best of Aon to our clients. That premium volume gives Aon added leverage when we negotiate with insurance companies that are qualified to write this class of business. We have contacts with both domestic and international insurers that specialize in municipal insurance.



About Aon

[Aon plc](#) (NYSE: AON) exists to shape decisions for the better — to protect and enrich the lives of people around the world. Through actionable analytic insight, globally integrated Risk Capital and Human Capital expertise, and locally relevant solutions, our colleagues provide clients in over 120 countries with the clarity and confidence to make better risk and people decisions that help protect and grow their businesses.

Follow Aon on [LinkedIn](#), [X](#), [Facebook](#) and [Instagram](#). Stay up-to-date by visiting Aon's [newsroom](#) and sign up for news alerts [here](#).

[aon.com](#)

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The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information and use sources we consider reliable, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

Contact Us

Brenda Nahkala

Commercial Risk Solutions

Brenda.nahkala@aon.ca

RESOLUTION – Almaguin Highlands OPP Detachment Board
(for each of the 12 municipalities)

That the Council of the _____ hereby appoint the following individuals to the Almaguin Highlands OPP Detachment Board, with terms and responsibilities in accordance with the *Community Safety and Policing Act, 2019*, to serve until November 14, 2026

- Joe Lumley, Township of Perry, Council Representative
- Dan Robertson, Township of Ryerson, Council Representative
- Neil Scarlett, Township of Machar, Council Representative
- Kevin Noaik, Township of Strong, Council Representative
- Robert Sutherland, Community Representative
- Krista Miller, Community Representative

And further that Council of the _____ supports the Township of Perry remain as the lead municipality for the Almaguin Highlands OPP Board, whereas the Perry Township Deputy Clerk or designate acts as Secretary to the Board until a time when the Board formally appoints a Secretary;

And further that Council of the _____ supports paying its 1/12th share of annual Insurance Costs for the Almaguin Highlands OPP Detachment Board, as deemed required to protect the Board and its members, once the Insurance Provider and coverage details has been determined;

And further that Council of the _____ supports paying its 1/12th share of any other costs associated with the Almaguin Highlands OPP Detachment Board, as required under O.Reg 135/24, including remuneration and travel costs for the Provincial Appointee and any other matters, programs, or items in which the OPP Detachment Board formally enact.



2069 Battersea Rd.
Glenburnie, ON K0H 1S0

T: 613.548.9400
F: 613.548.8460

15 January 2025

Re: Frontenac County Council Meeting – January 15, 2025 – Motion to support increasing the maximum annual Tile Drain Loan Limit to a minimum of \$250,000

Motions, Notice of Which has Been Given

Motion #: 47-25 Moved By: Councillor Greenwood-Speers
Seconded By: Councillor Gowdy

And Further That Council a copy of this motion be forwarded to the Honourable Rob Flack, Minister of Agriculture, Food and Rural Affairs (OMAFRA), the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), and all Ontario municipalities.

Carried

~~Yours Truly,~~

Jannette Amini, Dipl.M.M., M.A. CMO
Manager of Legislative Services/Clerk

Copy: File



Welcome to our January 2025 Newsletter

Included in this issue:

- An Update on the Fight to Control Invasive Phragmites
- Encouraging Interest in our Natural World

An Update on the Fight to Control Invasive Phragmites

As mentioned in previous articles in our newsletter, *Phragmites australis* (shown in the picture to the right) is an extremely invasive plant. Once established in an area it is extremely difficult to eradicate. It crowds out native plants especially in wetlands and the stands become so dense that all types of wildlife (from frogs and turtles to ducks) cannot penetrate the area. When you drive throughout southern & central Ontario, it is common to see infestations in the highway ditches and medians. Herbicides can be used under strict conditions to kill the plant in some areas but most stands located in wetlands must be removed by cutting down the hollow stems below the waterline. This technique is called “cut & drown” because it deprives the plant of oxygen that it obtains from the air via the hollow stem. This weakens the plant but it usually takes several years of repeated cutting to kill it. Because all the cut pieces can regenerate – everything must be collected and removed to an area where the plant material can be totally destroyed. This is heavy strenuous work usually performed in a wet boggy environment and most of the people working on these removal programs are dedicated unpaid local volunteers.



Phragmites australis was introduced here in the 1800's, probably from Europe and has no natural pests or diseases in North America to limit its spread. Development of biological controls for this invasive plant began here in Ontario in 1998. Research identified the larvae from two European stem boring noctuid moths (*Archanara neurica*

and *Lenisa geminipuncta*) were host specific to *phragmites australis*. They feed on the hollow stems of the plant in the spring causing it to wilt and die. These control agents (moth larvae) underwent intensive host range testing to be sure that they preferred the invasive *phragmites* and would not attack the native variety or other similar plants. In 2019 the Canadian Food Inspection Agency (CFIA) gave permission for the start of this bio-control agent release led by researchers at the University of Toronto and Agriculture & Agri-food Canada. From 2019-2023 researchers developed an operational protocol on how best to rear, release and monitor the effectiveness of these control agents. So far they have reared about 24000 insects and found that the best way to introduce these “insect agents” to a new stand of invasive *phragmites* was to transfer blocks of *phragmites* stems inoculated with larvae to the new location where they would access the new food source. They currently have about 30 test (nursery) sites across southern Ontario and are tracking feeding damage, overwintering survival, reproduction and rate of spread of these agents. They are planning to expand the number of nursery sites across southern Ontario so that they will have a large and self sustaining population of bio-control agents. I recently learned from Marilee Koenderink who is the program coordinator for the local Phrag Fighters Group of Lake Bernard that they hope to be an official nursery site for the moths this coming year (2025). She reiterated that the moth larvae will not eradicate this invasive plant but will be another tool to hopefully help bring it under control and allow native plant communities and ecosystems to better compete & recover.

For additional info click or paste the link below:

<https://www.ducks.ca/places/ontario/biocontrol-in-ontario/phragmites-biocontrol-progress/>

Encouraging Interest in Our Natural World

Here is this months tip:

Interested in all kinds of diverse scientific topics ? Check out this free online newsletter by Dan Riskin – a very talented scientist, who among his many jobs & projects hosted Daily Planet for several years as well as appearing on several other TV programs. Currently he is often on CTV's “Your Morning” program talking about recent scientific discoveries in everything from human biology and insects to AI and space . This free newsletter called “The Bat Signal” is sent out every Tuesday.

Go to <https://www.followthebatignal.com> and sign up – I think you will find it informative & entertaining.

More next month
Thanks for everyone's help & support !

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2025-02

Being a By-law to Authorize the Levying of Interim Tax Rates

WHEREAS Section 317 of the *Municipal Act 2001*, as amended, provides that the Council of a local municipality, may pass a By-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the Town of Kearney deems it appropriate to provide such interim levy on the assessment of property in this municipality;

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

1. In this By-law:

- 1.1 "**Property**" shall mean property within the geographic limits of the Town of Kearney;
- 1.2 "**Act**" shall mean the Municipal Act, 2001, S.O.2001, C.25, as amended;
- 1.3 "**Minister**" shall mean the Minister of Finance;
- 1.4 "**Treasurer**" shall mean the Treasurer appointed by the Council of the Corporation of the Town of Kearney or a person delegated the Treasurer's powers and duties under Section 286(5) of the Act;
- 1.5 "**the commercial property class**" shall Include all commercial office property, shopping centre property and parking lot property; and
- 1.6 "**the industrial property class**" shall include all large industrial property.

2. The interim taxes are hereby levied in the following manner:

- 2.1 The amount levied on a property shall not exceed the prescribed percentage, or fifty (50) percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year.
- 2.2 The percentage under paragraph 2.1 may be different for different property classes but shall be the same for all properties in a property class.
- 2.3 For the purposes of calculating the total amount of taxes for the previous year under paragraph 2.1, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.

3. All taxes levied under this By-law shall be payable into the hands of the Treasurer in accordance with the provisions of this By-law.

4. Installment Dates:

- 4.1 The said interim tax levy shall become due and payable in two installments on the 27th of March and May 2025.
- 4.2 Non-payment of the amount due on the dates stated in accordance with this section shall constitute default.

5. The Treasurer is hereby authorized to mail or cause to be mailed to the address or the residence of each person taxed, a notice specifying the amount of taxes payable by such a person pursuant to the provision hereof.

6. The notice to be mailed under this By-law shall contain particulars provided for in this By-law and the information required to be entered in the tax roll under Section 340 of the Act.

7. The subsequent levy for the current year to be made under the Municipal Act shall be reduced by the amount to be raised by the levy Imposed by this By-law.
8. The provisions of Section 317 of the Municipal Act, as amended, apply to this By-law with necessary modifications.
9. The Treasurer is hereby authorized to accept part payment from time to time on account of any taxes due or to become due and to give a receipt for such part payment, provided that the acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment of any taxes or of any installment thereof.
10. The Treasurer is hereby authorized to charge a percentage charge of one and one-quarter percent (1.25%) as a penalty for non-payment of such taxes after the last day of the calendar month by which payment is due or an installment thereof remaining unpaid on the first day of each calendar month thereafter in which default continues.
11. Nothing in this By-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and By-laws governing the collection of taxes.
12. Bill 68, Modernizing Ontario's Municipal Legislation Act, allows a municipality to commence Tax Sale Arrears Registration after two (2) years are outstanding.
13. In the event of any conflict between the provisions of this By-law and any other By-law, the provisions of this By-law shall prevail.

This By-law shall come into force and take effect upon being passed.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 6th day of February, 2025.

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025- 03

Being a By-law to authorize the signing of an agreement
between
The Corporation of the Town of Kearney
and
the Ontario Provincial Police (O.P.P.)

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 an agreement with the Ontario Provincial Police (O.P.P.) to provide 9-1-1 primary public safety answering point (P-PSAP) services;

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

- 1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as “this Agreement”.
- 2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
- 3. That this By-law come into effect February 6, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY
BY-LAW NO. 2025-04

A BY-LAW TO CLOSE AND SELL PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF PART LOT 3 CONCESSION 12 GEOGRAPHIC TOWNSHIP OF BETHUNE; TOWN OF KEARNEY (AUDETTE)

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

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

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

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

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

1. Close – This Council does hereby close the highway on the lands more particularly described in Schedule “A” attached hereto.
2. Lands Are Surplus – This Council does hereby declare this said land to be surplus.
3. Easements – This Council does hereby authorize the transfer of such easements over the lands described in Schedule “A” attached hereto as required by utility providers.
4. Authorization of Sale – This Council does hereby authorize the sale of the said lands by way of direct sale to Raymond Paul Audette and Shannon Marie Audette for the consideration of \$3,353.00 plus HST of \$435.89, subject to any easements as set out in Paragraph 3 above.
5. Execution of Documents – This Council does hereby authorize the Mayor and Clerk or Deputy Clerk to sign all documents and to take all action necessary to carry out the intent of this By-law.

READ a First and Second Time this 6th day of February, 2025.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

READ a Third and Final Time and Enacted in Open Council this 6th day of February, 2025.

Cheryl Philip, Mayor

Nicole Gourlay, Clerk Administrator

SCHEDULE “A” TO BY-LAW NO. 2025-04
OF THE CORPORATION OF THE TOWN OF KEARNEY

Part of the original shore road allowance in front of Part Lot 3 Concession 12 Geographic Township of Bethune; Town of Kearney; designated as Part 2, Plan 42R-22671.

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025 - 05

Being a By-law to Authorize the Execution of a Consent Agreement
Between the Corporation of the Town of Kearney and Mosmann

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 Joseph Mosmann 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 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025 - 06

Being a By-law to Authorize the Execution of a Consent Agreement
Between the Corporation of the Town of Kearney and His Majesty the King
in right of Ontario

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 His Majesty the King in right of Ontario to accept the Fire Protection Grant;

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 the transfer payment 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 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025 - 07

Being a By-law to Authorize the Execution of a Consent Agreement
Between the Corporation of the Town of Kearney and His Majesty the King
in right of Ontario

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 His Majesty the King in right of Ontario to accept the Community Emergency and Preparedness Grant;

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 the transfer payment 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 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

By-Law No. 2025-08

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

NIPISSING-PARRY SOUND STUDENT TRANSPORTATION SERVICES

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 an agreement with NIPISSING-PARRY SOUND STUDENT TRANSPORTATION SERVICES for the provision of a school bus transfer site;

;

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

- 1. That the Corporation of the Town of Kearney enter into a services agreement substantially in the format attached hereto as “this Agreement”.
- 2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfill the agreement.
- 3. That this By-law come into effect February 6, 2025.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this 6th day of February, 2025.

THE CORPORATION OF THE
TOWN OF KEARNEY

Mayor

Clerk