

# CORPORATION OF THE TOWNSHIP OF MCKELLAR

June 3, 2025 – 6:30 p.m.

## AGENDA

**Topic: Regular Meeting of Council**

**Time: June 3, 2025, 6:30 P.M.**

**Location: Council Chambers, 701 Highway 124 McKellar, ON P0G 1C0**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/83399964461>

**Dial by your location**  
**+1 647 374 4685 Canada**  
**+1 647 558 0588 Canada**

**25-234**  
**2025-29**

**1<sup>st</sup> Resolution**  
**1<sup>st</sup> By-law**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 4. ADOPTION OF AGENDA**
- 5. CLOSED SESSION**
- 6. CALL TO ORDER**
- 7. RESPECT AND ACKNOWLEDGMENT DECLARATION**  
In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.
- 8. ROLL CALL - REGULAR SESSION 6:30pm (Public can join via Zoom)**
- 9. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**

**10. PUBLIC MEETING**

- 10.1 Proposed declaration of surplus lands (Plan 249 BLK A) & (Lands fronting Dockside Drive)

**11. DELEGATIONS AND PRESENTATIONS**

- 11.1 Municipal Property Assessment Corporation – Property Assessment and Taxation System – Kaitlyn Potts

**12. COMMITTEE OF THE WHOLE**

- 12.1 Review Draft Fees and Charges By-Law
- 12.2 Review Draft Cemetery By-Law – Version 2

**13. MOTION TO REVIEW A PREVIOUS MOTION**

**14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)**

- 14.1 Regular Meeting of Council Minutes for May 20, 2025

**15. PLANNING MATTERS**

**16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL**

- 16.1 Township of McKellar Recreation Committee Meeting Minutes (May 22, 2025)
- 16.2 Town of Parry Sound EMS Advisory Committee Meeting Minutes (May 22, 2025)
- 16.3 District of Parry Sound West (Belvedere Heights) Board of Management Meeting Minutes (March 26, 2025)
- 16.4 District of Parry Sound West (Belvedere Heights) Board of Management Meeting Minutes (April 23, 2025)

**17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL**

**18. MAYOR'S REPORT**

**19. CORRESPONDENCE FOR CONSIDERATION**

- 19.1 Broadbent Snowbugs Committee - Request for Donation towards Canada Day Fireworks in Broadbent

**20. MOTION AND NOTICE OF MOTION**

**21. BY-LAWS**

- 21.1 By-Law No. 2025-29 – Being a By-law to authorize the Borrowing upon Amortizing Debentures in the Principal Amount of \$3,000,000.00 towards the cost of Hurdville Road
- 21.2 By-Law No. 2025-30 – Being a By-law to Set Tax Ratios for Municipal Purposes for the Year 2025
- 21.3 By-Law No. 2025-31 – Being a By-law for the adoption of Tax Rates and to further provide for penalty and interest in default of payment thereof for the year 2025

**22. UNFINISHED BUSINESS**

- 22.1 Unfinished Business as of June 3, 2025

**23. NEW BUSINESS**

**24. PUBLIC NOTICES, ANNOUNCEMENTS, INQUIRIES AND REPORTS BY COUNCIL MEMBERS**

**25. CONSENT AGENDA – CORRESPONDENCE**

- 25.1 AMO Watchfile, May 15, 2025
- 25.2 AMO Watchfile, May 22, 2025
- 25.3 The Corporation of the Township of the Archipelago – Call to Action: Save the Lake Partner Program
- 25.4 The Corporation of the Township of the Archipelago – Bill 5, Protect Ontario by Unleashing our Economy Act, 2025
- 25.5 FONOM Media Release – FONOM Applauds “Tariff and Northern” Focus of Ontario Budget, May 15, 2025
- 25.6 The Municipality of Kincardine – Bill 5, Protect Ontario by Unleashing our Economy Act, 2025
- 25.7 Ministry of Natural Resources – Reintroduction of the *Geologic Carbon Storage Act*, May 27, 2025
- 25.8 Belvedere Heights Annual Information Meeting – June 18<sup>th</sup>, 2025

**26. QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON AGENDA)**

**27. CONFIRMING BY-LAW**

- 27.1 By-law 2025-32 Confirming the Proceedings of Council

**28. ADJOURNMENT**

## **Instructions for Joining the Council Meeting**

1. Please try to sign in between 6:20 p.m. to 6:30 p.m. if possible; you are still welcome to sign in after 6:30 p.m. if necessary.
2. Please wait to be let in the 'meeting room'; this won't take long.
3. Please have your mic and video on mute unless you are speaking; this ensures there are no distractions or background noise to disrupt the meeting.
4. When you sign in, please sign in with your full name (first and last), not a company name.
5. A question-and-answer opportunity will be available at the end of the meeting, as per normal protocol, or during the Public Meeting.
6. If you have permission to speak please identify yourself (first and last name).
7. Please respect meeting protocol and do not interrupt the meeting. The Municipality reserves the right to remove attendees who are disruptive or disrespect meeting protocol.

# Property Assessment and Taxation System

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION





# Who we are

We are Ontario's property market experts! Our job is to assess and classify the value of **nearly 5.7 million properties** across the province and provide an accurate and impartial property inventory.



More than **\$42.7 billion** of new assessment captured in 2024.



Ontario's total property value exceeds **\$3.2 trillion**.



# Four key players.



## Ontario Government

Establishes the province's assessment and taxation laws, sets the valuation date and determines education tax rates.



## MPAC

Calculates, captures and distributes assessments for all properties and buildings across Ontario.



## Municipalities

Determine revenue requirements, set tax rates and collect property taxes to pay for municipal services.



## Property Owners

Pay property taxes for community services and education taxes to help fund elementary and secondary schools in Ontario.





# Maintaining Ontario's Property Database



Provincial, Municipal and  
Property Owner Support  
& Guidance



New Assessment  
Forecasting & Market  
Analysis/Trends



Municipal Financial  
Planning & Insights



Vacancy and Tax  
Applications for  
Commercial, Business  
& Residential




Requests for  
Reconsideration &  
Appeal Processing



Processing Severances  
and Consolidations







## What is Current Value Assessment? (CVA)

Current value is market value **at a point in time** (the legislated valuation date)

# Three approaches when valuing properties.



## Direct Comparison Approach

Analyze sales of comparable properties sold for similar or identical use as the property to be valued.



## Income Approach

Determine how much revenue the property generates and the sale price.



## Cost Approach

Properties that are unique and rarely sold on the market.

# Five major factors when assessing residential properties.



Age of buildings



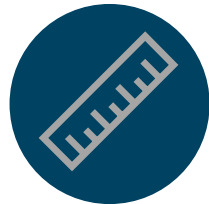
Location of property



Quality of construction



Exterior square footage



Lot dimensions

These **five factors** account for approximately **85%** of a property's assessed value.






# MPAC's Role in The **Building** **Permit** Process

Municipalities rely on MPAC to take their building permits and plans and **turn them into assessment.**

Municipalities tax property owners **based on those assessments.**

The sooner MPAC delivers assessments, the faster municipalities realize **new revenue.**





# Resolving assessment concerns



## STEP 1

**Ask yourself:**  
"Could I have sold  
my property for the  
assessed value?"



## STEP 2

Visit **AboutMyProperty™**  
to review the information  
MPAC has on file for your  
property and verify it is correct



## STEP 3

Review assessed  
value of **similar  
properties** in your  
neighbourhood or area



## STEP 4

If you still disagree  
with our assessment,  
file a **Request for  
Reconsideration**

# Let's Talk **Property Taxes**

Each year, **municipalities** decide how much money they need to raise from property taxes **to pay for services** and **determine tax rates** based on that amount.



Your property's assessed value, provided by MPAC.



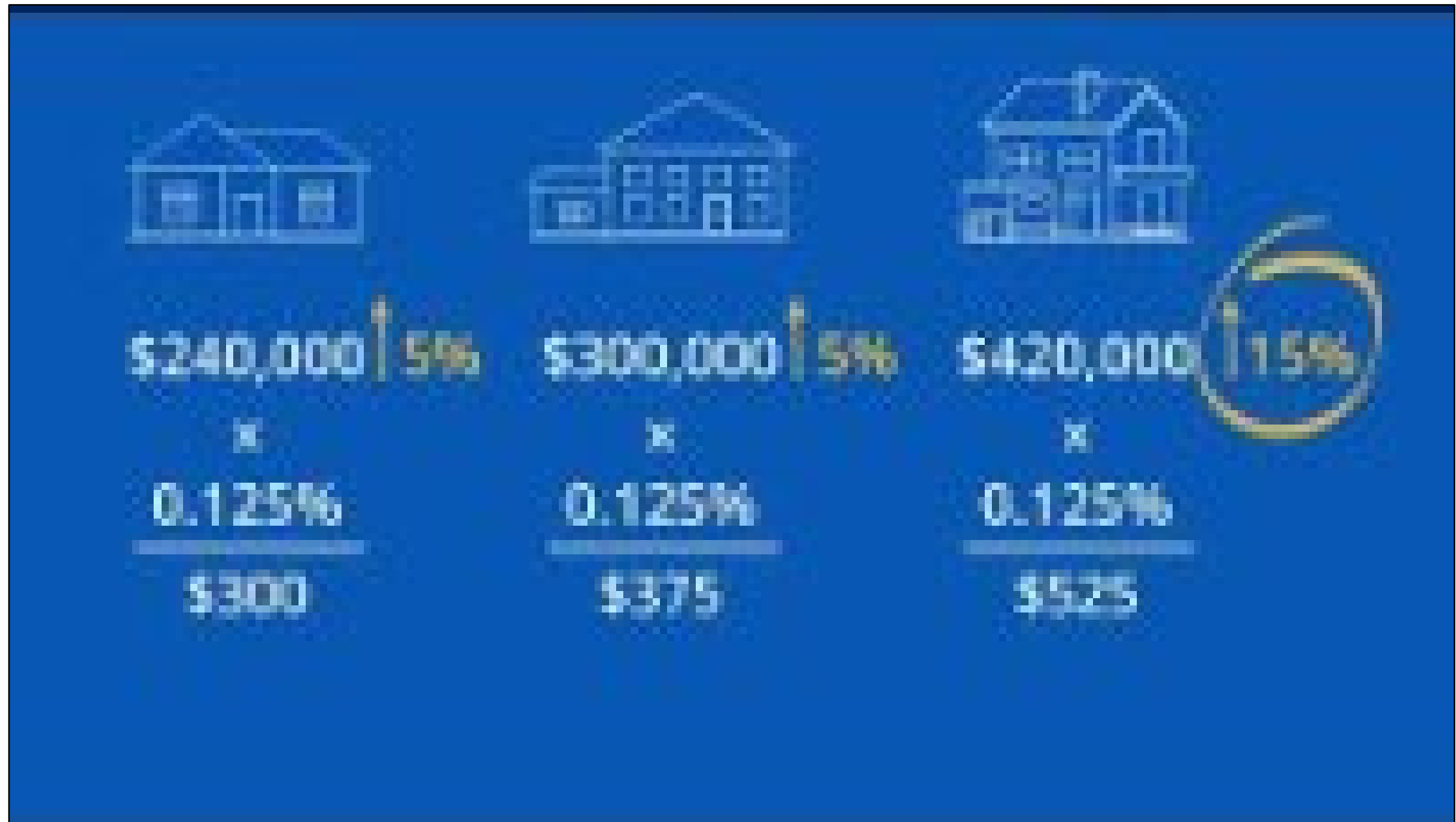
Municipal and education tax rates\* for your property type.



Property taxes you pay.

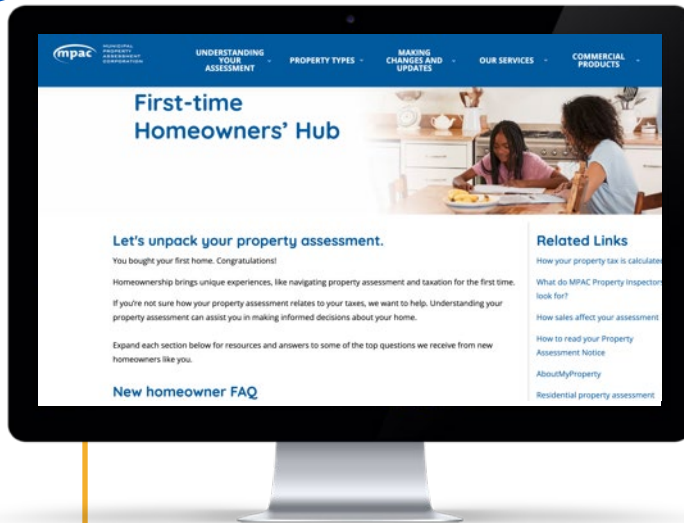
\*Education tax rates are set by the provincial government

# How will my Property Assessment Impact my Taxes?

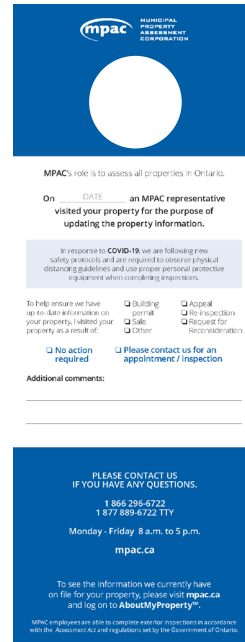




# Supporting property owners.



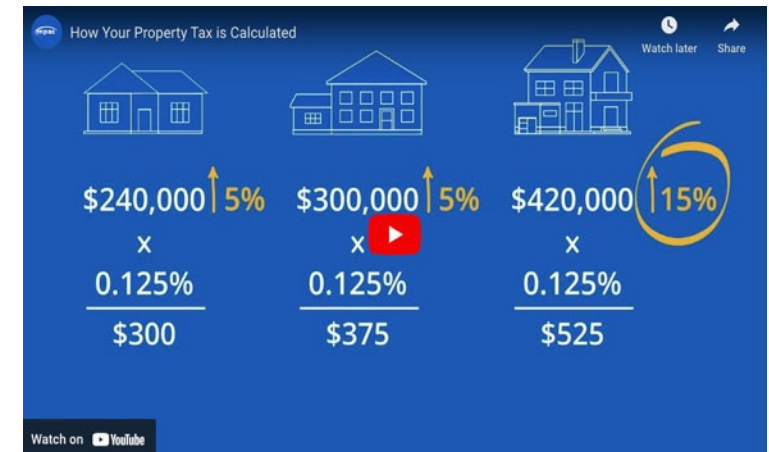
NEW! First-time Homeowners' Hub



Door hangers + letters

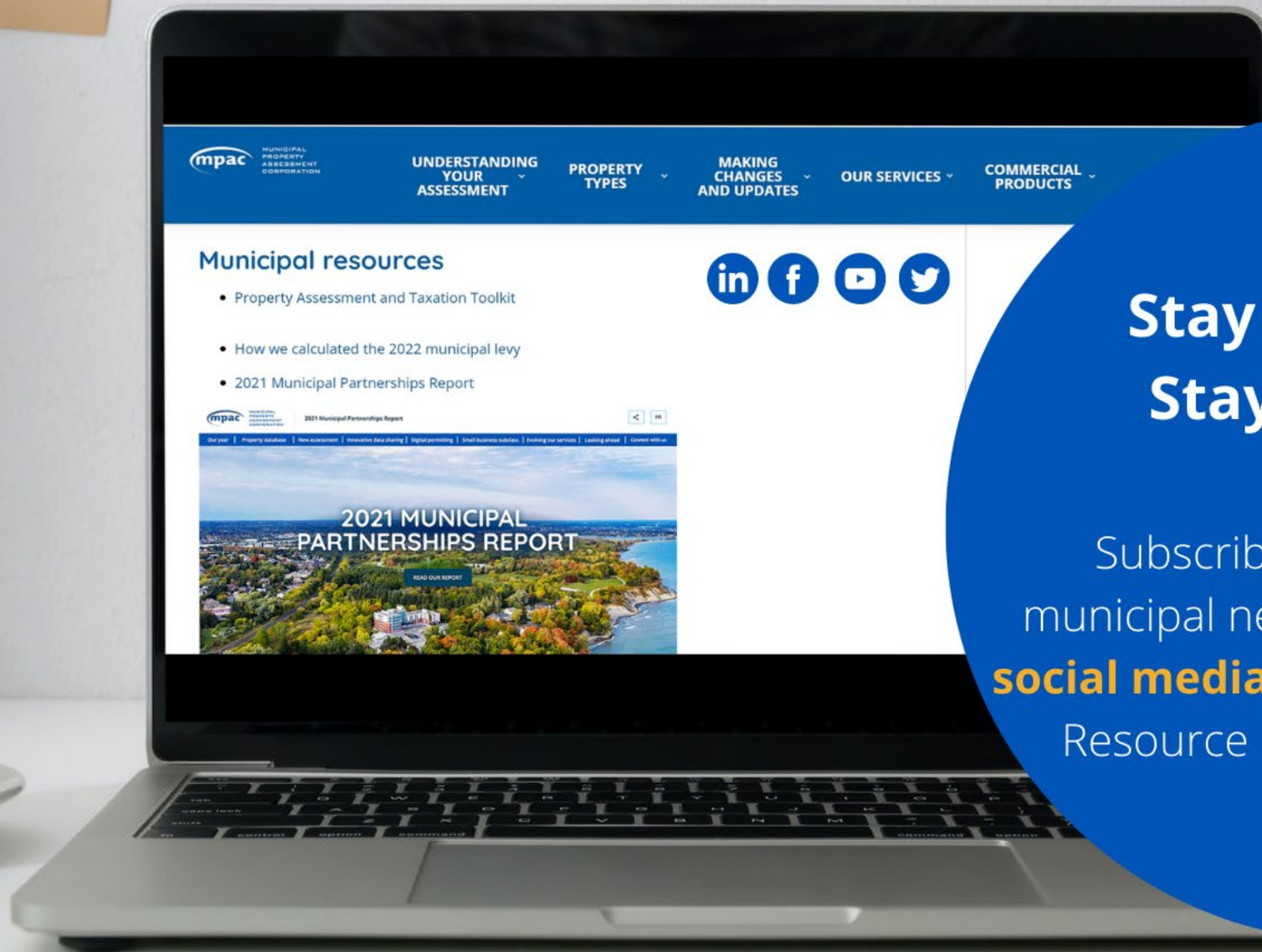


Social media campaigns



Educational videos





Stay **Connected,**  
Stay **Informed**

Subscribe to **InTouch**, our municipal newsletter, follow us on **social media**, and visit our Municipal Resource Library on **mpac.ca**.

# We invite you to reach out!

Contact your local Municipal and Stakeholder Relations team with questions or to learn more.

**Lynne Cunningham**

Regional Manager

[Lynne.cunningham@mpac.ca](mailto:Lynne.cunningham@mpac.ca)

**Kaitlyn Potts**

Account Manager

[Kaitlyn.potts@mpac.ca](mailto:Kaitlyn.potts@mpac.ca)

**Christina Williams**

Account Support Coordinator

[Christina.williams@mpac.ca](mailto:Christina.williams@mpac.ca)



# ITEM 10.1





PLAN 249 BLK A, a 1.38-acre waterfront parcel situated at the corner of Craigmore Drive and Burnett's Road. (Roll No. 492800000134000).

PLAN 249 BLK A, a 1.38-acre waterfront parcel situated at the corner of Craigmore Drive and Burnett's Road. (Roll No. 492800000134000).



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**  
**BY-LAW NO. 2025-XX**

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**Being a By-law to Establish Fees and Charges for  
Services or Activities Provided or Done by or on  
Behalf of the Township of McKellar and to  
Repeal By-laws 2011-21, 2011-23, 2011-28, 2021-  
58, 2022-48 and 2023-15**

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**WHEREAS** Section 391 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality; and

**WHEREAS** Section 69 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, provides that the Council of a municipality may prescribe a tariff of fees for the processing of applications made in respect of planning matters; and

**WHEREAS** Section 7 of the *Building Code Act, 1992, S.O. 1992, c.23 as amended*, authorizes a Municipal Council of a Municipality to pass a By-law requiring the payment of fees on applications for an issuance of permits and prescribing the amounts thereof;

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. **THAT** the Council of the Corporation of the Township of McKellar hereby establishes the fees and charges as set out in the Schedules attached hereto and forming an integral part of this By-law;
2. **THAT** the fees and charges will be subject to Harmonized Sales Tax (HST) where applicable;
3. **THAT** all fees and charges set out in this by-law shall be payable prior to the provision of the service;
4. **THAT** any unpaid fees or charges imposed pursuant to this by-law are subject to an interest rate of one and one-quarter percent (1.25%) per month;
5. **THAT** the fees or charges imposed pursuant to this by-law constitute a debt owed to the Township of McKellar for which the Treasurer may add the outstanding fees or charges, including interest on the outstanding balance, to the tax roll for the property owned by the persons responsible for paying the fees or charges, and the amount shall be collected in the same manner as Municipal taxes;

6. **THAT** all previous By-laws or resolutions, or parts and sections thereof, which pertain to the fees and charges as outlined in the attached Schedules are hereby repealed and replaced with the applicable fee or charge in Schedules attached to this by-law;
7. **THAT** this By-law shall take effect and come into force upon final passage by Council.

**READ** a **FIRST** and **SECOND** time this     <sup>th</sup> day of                     , 2025.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this     <sup>th</sup> day of                     , 2025.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

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**Schedule ‘A’ to By-law 2025-XX**

**ADMINISTRATION**

Description	Current Fee	Recommended Fee
<b>General Office Administration</b>		
Photocopies (per page)	\$ 0.55	
Fax Send / Receive	\$ 1.05	
<b>Treasury</b>		
NSF Cheques	\$ 41.60	
Tax Certificate (per Roll Number)	\$ 62.40	
Transfer of Arrears to Tax Account		
<b>General Government</b>		
911 Sign (Civic Address Sign)	\$ 15.00	
Building/Zoning Compliance Letter (Residential)	\$ 62.40	\$ 75.00
Building/Zoning Compliance Letter (Commercial)	\$ 62.40	\$ 75.00
Commissioner of Oaths Stamp / Certification (per doc.)	No Charge	\$ 5.00
Freedom of Information Request	\$ 5.00	
Freedom of Information Research (Staff Time & Copies)	Per MFIPPA	
<b>Permits</b>		
Entrance Permit	\$ 50.00	\$ 100.00
Road Damage Deposit	\$ 750.00	
Trailer Permit	\$ 228.80	\$ 300.00
Lottery Licence / Value of Prize	3% of Prize Board	\$10.00
Ad Board Sign (Initial Fee)	No Charge	
Ad Board Licence Fee (Annual)	\$ 52.00	
Fingerboard Sign Application	\$ 52.00	



**Schedule ‘B’ to By-law 2025-XX**

**FACILITY RENTALS**

Fees are subject to HST

Description	Ratepayer		Non-Ratepayer
	Current	Recommended	Recommended
<b>Facility</b>			
Hall (Full Day)	\$ 167.31	\$ 175.00	\$ 225.00
Hall (Half Day, Max. 4 hours)		\$ 85.00	\$ 112.50
Funeral Tea (Hall) Max. 2 hours	\$ 32.16	\$ 35.00	\$ 60.00
Kitchen/Bar	\$ 115.83	\$ 120.00	\$ 150.00
Hall, Kitchen/Bar	\$ 276.72	\$ 285.00	\$ 335.00
Hall, Kitchen/Bar & Multipurpose Room	\$ 315.27	\$ 325.00	\$ 375.00
Hall, Kitchen/Bar, Multipurpose Room & Rink	\$ 334.59	\$ 345.00	\$ 395.00
Multipurpose Room Only		\$ 40.00	\$ 55.00
Rink ½ Day (no private winter rentals) unless Twp approved	\$ 64.38	\$ 70.00	N/A
Rink Full Day (no private winter rentals) unless Twp approved	\$ 128.72	\$ 135.00	N/A
Council Chambers	\$ 38.63	\$ 50.00	\$ 100.00
Youth Room		\$ 100.00	\$ 150.00
Ball Field (Full Day)		\$ 150.00	\$ 200.00
Ball Field (Half Day, Max. 4 hours)		\$ 100.00	\$ 150.00
<b>Add-ons</b>			
Tablecloths	\$ 12.87	Actual Cleaning/ Replacement Cost	Actual Cleaning/ Replacement Cost
Custodian – Extra Time Setting up or Cleaning		Actual Cost	Actual Cost
Table Rental (Off-site) Per Table (Round or Rectangle) Damage Deposit			
Chair Rental (Off-site) Per Chair Damage Deposit			

**Exemptions**

Township Committees holding meetings, including the Recreation Committee hosting Recreation events, indoors or outdoors.

The Annual Agricultural Fair and meetings held by the McKellar Agricultural Society.

Events hosted by the McKellar Public Library, including Library Board Meetings.

The McKellar Market, Thanksgiving and Christmas Markets. Use of Minerva Park at no charge for the summer Market season and special markets.

The McKellar Sunshine Seniors and the McKellar Seniors Club use of the Community Centre Hall at no charge to host their Card Game Events on Thursdays and Sundays from 1pm to 4pm. Including use of the Hall & Kitchen for their annual Christmas dinner, held in December each year.

Para-medicine clinics held in conjunction with the Whitestone Nursing Station and/or the North Bay Parry Sound District Health Unit.

Municipally sponsored events.

**Other exemptions and/or reduction in fees may be at the discretion of Council.**

**Schedule ‘C’ to By-law 2025-XX**

**Waste Disposal**

Description	Fee
Household Waste / Recyclables	No Charge
Small Appliances	No Charge
Large Applications (stoves, washers, dryers, BBQ’s, etc.)	No Charge
Scrap Metal (recycling stream – ferrous/non-ferrous/white goods)	No Charge
Tires (intact of any size)	No Charge
Electronics (as per material acceptable under the RPRA program, i.e. computers, printers, T.V.’s, stereos, etc.)	No Charge
Household Bulk Items (furniture, sofas, beds, mattresses, dressers, toilets, carpet, shelving units, etc.)	\$ 20.00 each
Yard Waste / Brush (in garbage can(s) max. size of 28 gallons or 121 litres	No Charge
Up to ¾ Ton Truck or Trailer Load of Yard Waste/Brush	\$ 30.00 per load
Refrigeration Equipment (that has a Notice issued under Section 9(1) of O.Reg.189/94, as amended, attached to the equipment	No Charge
Blue Box Recycling Container	\$ 10.00

**Schedule ‘D’ to By-law 2025-XX**

**PLANNING DEPARTMENT**

Description	Current Fee	Recommended Fee
Hard Copy of Official Plan	\$ 30.00	
Hard Copy of Zoning By-law	\$ 30.00	
<b>Official Plan Amendment</b> Non-Refundable Application Fee Deposit	\$ 2,000.00 \$ 1,000.00	
<b>Zoning By-law Amendment</b> Non-Refundable Application Fee Deposit	\$ 1,500.00 \$ 1,000.00	
<b>Minor Variance</b> Non-Refundable Application Fee Deposit	\$ 750.00 \$ 500.00	
<b>Site Plan Agreement (Residential)</b> Non-Refundable Application Fee Deposit	\$ 300.00 \$ 500.00	
<b>Site Plan Agreement (Commercial)</b> Non-Refundable Application Fee Deposit	\$ 750.00 \$ 500.00	
<b>Deeming By-law</b> Non-Refundable Application Fee Deposit	\$ 300.00 \$ 500.00	
<b>Fee in Lieu of Parkland Dedication – Waterfront</b>	5% of the appraised value*, new lots only	5% of the assessed value*, new lots only
<b>Fee in Lieu of Parkland Dedication – Non-Waterfront</b>	2% of the appraised value*, new lots only	2% of the assessed value*, new lots only
<b>Plan of Subdivision (P.S. Area Planning Board)</b> Fee In Lieu of Parkland Dedication	2% of appraised value*	
<b>Committee of Adjustment Application</b> Non-Refundable Application Fee Deposit	\$750.00 \$500.00	
<b>Encroachment Agreement</b> Non-Refundable Application Fee Deposit	\$ 400.00 \$ 400.00	
<b>Road Allowance Closure Application</b> Non-Refundable Application Fee Deposit	\$ 750.00 \$ 1,000.00	\$ 2,000.00
<b>Holding By-law Removal</b> Non-Refundable Application Fee Deposit		\$ 300.00 \$ 500.00
<b>Agreement - Section 51(26) <i>Planning Act</i></b> Non-Refundable Application Fee Deposit		\$ 300.00 \$ 1,000.00
<b>Pre-consultation Fee with Planner (RPP) (<i>optional</i>)</b> Deposit		\$565.00

**\*Appraised Value** – the value determined by an appraisal completed by an accredited appraiser with the Appraisal Institute of Canada (AIC) designation. The cost of the appraisal is the responsibility of the applicant.

**\*Assessed Value** – The assessed value of the entire existing lot from MPAC, not including buildings and structures.

**Note** - Any additional costs incurred by the Municipality, such as consultation with a solicitor or planning consultant, are the responsibility of the applicant. If fees for professional services exceeds the deposit amount, a further deposit will be required before work continues.

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**Schedule ‘E’ to By-law 2025-XX**

**BUILDING DEPARTMENT**

Type of Structure	Rate to Determine Fee		Minimum Fee	
	Current	Recommended	Current	Recommended
Dwellings, Sleeping Cabins, Additions, Commercial	\$11.50 per \$1,000.00 of construction value <b>or</b> \$1.43 per sqft or gross floor area as defined in the OBC, whichever is greater	\$11.50 per \$1,000.00 of construction value or \$1.85 per sqft of gross floor area as defined in the OBC, whichever is greater	\$ 350.00	\$400.00
Boathouses, Garages, Storage Buildings and Other similar accessory structures	\$11.50 per \$1,000.00 of construction value <b>or</b> \$0.54 per sqft, which ever is greater	\$11.50 per \$1,000.00 of construction value or \$0.80 per sqft, which ever is greater	\$ 205.00	\$300.00
Repairs or Renovations	Value may be determined by the Chief Building Official, \$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value or \$0.80 per sqft, which ever is greater	\$ 205.00	\$300.00
New or renewal of Foundation	\$11.50 per \$1,000.00 of construction value		\$ 350.00	\$500.00
Decks	Flat Fee		\$ 205.00	\$250.00
Docks	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value	\$ 100.00	\$125.00
Plumbing	Flat Fee		\$ 100.00	\$150.00
Demolition Permits	Flat Fee		\$ 100.00 (Part 9) \$ 150.00 (Commercial)	\$ 150.00 (Part 9) \$ 300.00 (Commercial)
Change of Use	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value or \$1.10 per sqft, which ever is greater \$150.00 flat fee if no construction required	\$ 150.00	\$250.00
Chimney, Fireplace or Woodstove	Flat Fee	Flat Fee of \$150.00	\$ 100.00	\$150.00
Revised Drawings			\$ 50.00 per page if plans reviewed only, \$ 100.00 per page if required after inspection(s)	
Re-Inspection for Failed or Not Ready (at CBO’s discretion)	\$50.00 per inspection	\$ 50.00 per inspection At the discretion of the CBO	\$ 50.00 per inspection	\$ 50.00 per inspection At the discretion of the CBO
Temporary Permit	Flat Rate - Tent Flat Rate - Construction Uses (1yr Max.)	\$ 85.00 \$ 150.00	\$ 85.00 \$ 150.00	
Farm Buildings on Registered Farms (OFA#)	\$11.50 per \$1,000.00 of construction value or \$0.34 per sqft, whichever is greater	\$11.50 per \$1,000.00 of construction value or \$0.42 per sqft, whichever is greater	\$ 150.00	\$200.00

**BUILDING DEPARTMENT**

**Inactive Permits**

Permits outstanding for five years or more and for which there are no records of an active inspection being done or requested within the previous years.

\$ 200.00 Flat Rate

**Special Provision**

The Chief Building Official may, where a proposed building or structure is not included in the above, or where there is a dispute, calculate the estimated value at their discretion.

**General**

At the discretion of the Chief Building Official, an administrative fee for construction prior to obtaining a permit may be applied:

1.	Any class of permit with a construction value less than \$5,000.00	\$ 100.00
2.	Any class of permit with a construction value of \$5,001.00 - \$15,000.00	\$ 250.00
3.	Any class of permit with a construction value of \$15,001.00 or more	\$ 400.00

**Recommended**

1.	Any class of permit with a construction value less than \$5,000.00	\$ 150.00
2.	Any class of permit with a construction value of \$5,001.00 - \$15,000.00	\$ 300.00
3.	Any class of permit with a construction value of \$15,001.00 or more	
Double permit fee calculated under Schedule "E"		



**Schedule ‘F’ to By-law 2025-XX**

**CEMETERY**

**Fees are subject to HST**

Cemetery Operator Licence #3293741

Description	Ratepayer		Non-Ratepayer	
	Current	Recommended	Current	Recommended
Single Lot	\$ 170.00		\$ 340.00	
Care & Maintenance	\$ 290.00		\$ 290.00	
HST	\$ 59.80		\$ 81.90	
<b>TOTAL</b>	<b>\$ 519.80</b>		<b>\$ 711.90</b>	
Staking/Marking Fee	\$ 50.00		\$ 50.00	
Transfer Fee – Plus difference between Resident and Non-Resident rate, if applicable.	\$ 50.00		\$ 50.00	
Duplicate Certificate of Internment Rights	\$ 25.00		\$ 25.00	
All casket interments are subject to a licence fee of \$12.00 (HST exempt) which will be remitted to the Ministry of Consumer Services				
<b>Contribution to Care &amp; Maintenance for Marker &amp; Monument Installations</b>				
Flat Marker under 173 square inches	\$ 100.00			
Flat Marker over 173 square inches	\$ 200.00			
Upright monument up to 4 feet in height or width	\$ 200.00			
Upright monument over 4 feet in height or width	\$ 400.00			

Each Single Lot may have one casket burial plus an additional two cremation burials over the casket or total of four cremations per lot.

**Schedule 'G' to By-law 2025-XX**

**Fire Department**

Description	Fee
Vehicle fire or danger of fire dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of vehicle fire or motor vehicle collision.
For Roadway Rescue, Motor Vehicle collision/accident	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of vehicle fire or motor vehicle collision.
Any other incident (or situation) posing a threat to persons and or property including Rescue operations dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of any incident posing a threat of fire.
Hazardous materials, environmental spills or cleanup	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of hazardous materials or environmental spills.
False Alarms; 1 <sup>st</sup> and 2 <sup>nd</sup> false alarms in any 12-month period however caused	No Charge
False Alarms; 3 <sup>rd</sup> and subsequent false alarms in any 12-month period however caused, at the discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in responding to a false alarm.
For Other Agency response and support, dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in incident.
Indemnification Technology: (Municipal Act, 2001, Section 391 (1))	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.

Schedule ‘H’ to By-law 2025-XX

**Municipal Recovery Rates**

Fees are subject to HST

Description	Current Fee	Recommended Fee
<b>Administration</b>		
Administration Staff	\$ 43.00 / hour	\$50.00 / hour
<b>Public Works</b>		
Tandem Dump Truck	\$ 40.00 / hour	
Backhoe	\$ 65.00 / hour	
Grader	\$ 85.00 / hour	
Public Works Staff Labour	\$ 35.00 /person/hour	

Schedule ‘I’ to By-law 2025-XX

RECREATION ACTIVITIES

Description	Current Fee
<b>T-Ball (Fall)</b>	
One Child	\$ 15.00
One Family	\$ 30.00

DRAFT



CORPORATION OF THE TOWNSHIP OF MCKELLAR  
BY-LAW NO. 2025-XX

Being a By-law to Establish Rules and Regulations for  
the Management and Control of All Cemeteries  
Owned by the Corporation of the Township of  
McKellar and to Repeal By-law No. 2012-14 and By-  
law No. 2012-18

**WHEREAS** Section 150 of *Ontario Regulation 30/11*, made under the *Funeral, Burial and Cremation Services Act, 2002*, provides that the owner and operator of every cemetery may pass By-laws affecting the operations of the cemetery; and

**WHEREAS** no such By-law comes into force or takes effect until it has been filed with and approved by the Registrar, as required under Section 151 of the *Funeral, Burial and Cremation Services Act, 2002*; and

~~**WHEREAS** Section 8 of the *Municipal Act, 2001, S.O. 2001, c. 25*, provides that the Council of every Municipal corporation may pass By-laws providing for the use by the public of lands of which the Corporation is the owner, and for the regulation and protection of such lands; and~~

~~**WHEREAS** the Council of the Corporation of the Township of McKellar deems it desirable to enact a By-law to regulate the operation of Municipal cemeteries within the Township of McKellar; and~~

**WHEREAS** By-law 2012-14 and By-law 2012-18, and all amendments thereto, are hereby repealed; and

~~**WHEREAS** public notice of Council's intention to pass this By-law was provided in accordance with Ontario Regulation 30/11, Section 151;~~

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar enacts as follows:

**TABLE OF CONTENTS**

Section A:   DEFINITIONS

Section B:   GENERAL INFORMATION

Section C:   PURCHASE - INTERMENT RIGHTS

Section D:   CANCELLATION OF INTERMENT WITHIN 30 DAYS

Section E:   RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS  
                  AFTER THE 30-DAY COOLING OFF PERIOD

Section F:   CONSUMER PROTECTION

Section G:   DISINTERMENT

Section H:   MEMORIALIZATION

Section I:   CEMETERY CARE AND MAINTENANCE

Section J:   FLORAL TRIBUTES AND CARE & PLANTING

Section K:   REGULATIONS FOR CONTRACTORS AND WORKERS

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Schedule 'A':       CERTIFICATE OF INTERMENT RIGHTS

Schedule 'B':       CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR  
                         CEMETERY SUPPLIES OR SERVICES

Schedule 'C':       TARRIFF OF RATES

Section A. DEFINITIONS

For the purposes of this By-law and forms, contracts or policies in relation to this By-law:

**Act:** Shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended and Ontario Regulation 30/11.

**Business Hours:** Shall mean any hours between 8:30 a.m. and 4:30 p.m. on Mondays, through Fridays, excluding statutory holidays and any other days that the Township Municipal Office is not open for business.

**Burial/Interment:** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground.

**By-laws:** The rules under which the cemetery operates.

**Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**Cemetery:** Shall mean every cemetery owned and/or operated by the Corporation of the Township of McKellar (Owner License No. 3293741) including Lakeview Cemetery, Hurdville Cemetery, St. Stephen's Church Cemetery, Untied Church Cemetery, Thompson Cemetery, Chisholm Cemetery and Hemlock Cemetery.

**Cemetery Operator:** Shall mean the Corporation of the Township of McKellar, also known as the 'Township'.

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**Certificate of Interment Rights:** Shall mean the cemetery certificate issued by the Township of McKellar once Interment Rights have been paid in full, of the right to inter human remains in a lot, specifying the ownership of the Interment Rights and memorialization options.

**Contract:** A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

**Corner Marker:** Shall mean a flat marker measuring 15.24cm (6 inches) by 15.24cm (6 inches) placed in the corner of an adult lot or a designated cremation lot.

**Cremated Remains:** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

**Council:** Shall mean the Council of the Corporation of the Township of McKellar, who sits on the Township's Cemetery Board.

**Disinterment:** Shall mean the exhumation (removal) of a casket or cremated remains from a lot.

**Flat Marker:** is a marker placed so that the surface of the marker does not project above the surface of the ground.

**Grave:** See Lot.

**Head of Lot:** Shall mean the end of the in-ground lot opposite the foot of the lot.

**Hydrolyzed Remains:** Means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. **Any reference to "cremated remains" in these by-laws is understood to include hydrolyzed remains.**

**Interment:** Shall mean the burial of human remains and includes the place of human remains.

**Interment Right:** The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave or lot and to authorize the installation (and inscriptions) of a monument or marker.

**Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Legal Representative:** Shall mean an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.

**Lot:** An area of land in a cemetery containing, or set aside to contain, interred human remains.

**Marker:** Any permanent memorial structure – **upright monument, flat marker**, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot.

**Non-Resident:** Shall mean any person who is not a **Resident**.

**Plot:** Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

**Registrar:** Shall mean the registrar appointed under the **Act**.

**Resident:** Shall mean any taxpayer or spouse of a taxpayer; or any tenant or spouse of a tenant, in the Township of McKellar.

**Tarriiff:** Shall mean the tariff of rates for cemetery services and supplies for all Township of McKellar cemeteries for all residents and non residents.

**Township:** Shall mean the Corporation of the Township of McKellar identified as the cemetery owner and/or operator.

**Transfer:** Shall mean a gift, bequest, or any other transfer made without consideration as may be permitted by the **Act**.

**Upright Monument:** Shall mean a **marker** which projects above the surface of the ground.

**Upright Monument Foundation:** Shall mean the in-ground concrete foundation constructed to the equivalent size of the upright marker base to a minimum of 1.524m (5ft) in depth.

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Section B. GENERAL INFORMATION

The Corporation of the Township of McKellar

Hereinafter referred to as “the Cemetery Operator”

701 Highway 124  
McKellar, ON  
P0G 1C0  
Tel: (705) 389-2842  
Website: [www.mckellar.ca](http://www.mckellar.ca)  
Email: [deputyclerk@mckellar.ca](mailto:deputyclerk@mckellar.ca)

Hours of Operation

- 1.1 **Visitation Hours:** Interment rights holders and the general public can visit the cemeteries during daylight hours. Gates must be kept closed at all times except during a burial service.
- 1.2 **Office Hours:** Cemetery information is available at the Township of McKellar Municipal Office located at 701 Highway 124, McKellar during the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, except for statutory holidays and holidays the Municipal Office is closed (please visit the Township’s website for more information on holidays hours).
- 1.3 **Burial Hours:** Arrangements must be made during office hours for burials. Burials may occur during office hours. Burials outside of office hours (Saturdays, Sundays and holidays) may be subject to additional services charges, if applicable, according to the current tariff of rates.
- 1.4 Burials are generally not available from November 1<sup>st</sup> to April 15<sup>th</sup> due to limited access; however, if weather permits, arrangements may be made at the discretion of the Public Works Superintendent. Winter storage is not a service provided by the Township; you will need to consult a funeral home or make other arrangements.

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General Conduct

- 1.5 The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds. Interment rights holders and public visitors shall visit the cemetery at their own risk.
- 1.6 No person may damage, destroy, remove or deface any property within the cemetery.
- 1.7 All visitors should conduct themselves in a quiet manner that shall not disturb other visitors, or any service being held. Children under the age of twelve (12) years old must be accompanied by an adult who should remain in close contact with them and be responsible for their actions.
- 1.8 Pets are not permitted within the cemetery, except for service dogs, which must be allowed to accompany their owner at all times.
- 1.9 No person shall remove any flower or plant container or other object from the cemetery burial lot without receiving permission from the Public Works Superintendent, or designate, to do so. No person except Municipal staff shall pick or direct a person to pick flowers or cause damage to any shrubs, trees or plants in the cemetery or cause any damage in any way to any marker, fence or other structure in the cemetery.
- 1.10 The consumption or use of alcohol and drugs is strictly prohibited on cemetery grounds.
- 1.11 No vehicles, other than those involved in a burial service are permitted in the cemeteries. Recreational vehicles, including ATVs and snowmobiles, are not permitted.
- 1.12 No person shall bring into or discharge firearms in the cemetery.
- 1.13 No person shall use the cemetery for the purpose of a picnic, party or other large assembly. The Township offers use of the Community Centre & Kitchen, for a fee, to hold a funeral tea and/or celebration of life. Please contact the Municipal Office to make arrangements. Exception: Hemlock Church and St. Stephen's Church for special events, approved by Council.

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| **1.14** No person shall engage in soliciting of any kind in the cemetery.

**By Law Amendments**

| **1.15** The cemetery shall be governed by these By-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All By-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

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**Liability**

| **1.16** The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God, or vandals) to any lot, plot, structure, monument, marker, shrubs or other article that has been placed in relation to an interment, except for loss or damage caused by gross negligence of the Cemetery Operator.

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| **1.17** The Cemetery Operator is not responsible for the loss or damage to any articles placed within the cemetery including articles of remembrance. Articles are the sole responsibility of the interment rights holder.

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| **1.18** The Cemetery Operator only assumes the liability if, during the course of performing routine cemetery operations, Township employees or agents should cause damage to any lot, marker or upright monument.

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**Correction of Interment Errors:**

| **1.19** In case of an error made by the Cemetery Operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot or plot, the Cemetery Operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

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| **(i)** In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot or plot of equal or greater value and similar location as far as is reasonably possible and as may be selected by the Cemetery Operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the Cemetery Operator.

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| **(ii)** In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot or plot, the Cemetery Operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot or grave of equal or greater value and similar location as may be substituted and granted in lieu thereof.

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**Public Register:**

| **1.20** As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

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**Pet Interments:**

| **1.21** Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

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**Right to Re-Survey:**

| **1.22** The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

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Section C. INTERMENT RIGHTS

Purchase of Interment Rights:

- 2.1

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery By-law. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.
- 2.2

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the Cemetery Operator, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register. The purchaser will receive:

1.

A copy of the contract

2.

A copy of the cemetery By-law

3.

A copy of the price list

4.

The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."
- 2.3

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Opening and Closing of Graves or Lots:

- 2.4

The opening and closing of graves for full burials may only be performed by the funeral home or individuals authorized to work on behalf of the funeral home. For cremation interments, the interment rights holder or their designated person/contractor is responsible for opening and closing the grave.
- 2.5

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.
- 2.6

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
- 2.7

Remains must be delivered to the cemetery for interment in a closed casket, rigid container or in a shroud. If remains are delivered in a shroud, they must be accompanied by a rigid carrying tray to ensure transportation to the grave is done in a dignified manner.
- 2.8

To ensure safe conditions are maintained at all times, individuals wishing to witness the closing of a lot shall remain a minimum of 9 m (30 feet) from the open lot and they must stand outside the delineated worksite.
- 2.9

Funeral flowers placed on an ~~in~~ in-ground lot will remain a minimum of five (5) days following the interment and then will be removed at any time thereafter and disposed of by Township staff.
- 2.10

The Cemetery Operator assumes no responsibility for damages should a burial lot be opened in the wrong location because of wrong or insufficient information and any expense in connection with an error of this kind shall be paid by the parties ordering the interment.
- 2.11

The Cemetery Operator limits its responsibility to the certificate of interment rights holder for lots that may unknowingly contain burials or cremations to that of transferring a replacement lot to the certificate of interment rights holder within the same cemetery.

Notice Required:

- 2.12

The cemetery requires at least forty eight (48) business hours' notice for each interment of human remains. The only two exceptions are 1) due to a medical situation that requires a burial within twenty four (24) hours of death; and 2) a religious faith that requires interment immediately after death. The required permits shall be provided prior to the interment, regardless of any exception.

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2.13 Interments will not be scheduled on Saturday, Sunday and holidays unless special arrangements have been made and approved by the Cemetery Operator. Additional fees may be charged on these days. See Burial Hours in Section B of this By-law. The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the Cemetery Operator may be forced to prevent an interment from occurring. Should this occur, the Cemetery Operator will make every effort to rebook the interment as soon as possible.

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Authorization, Information and Documents Required for a Burial:

2.14 The following items are required before an interment can take place:

**Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the Cemetery Operator prior to an interment taking place.

**Burial Permit:** Prior to an in-ground casket interment, a burial permit and the interment rights certificate shall be deposited at the Township Office;

OR

**Cremation Certificate:** Prior to the interment of cremated remains, the interment rights holder or the personal representative shall deposit at the Township Office a cremation certificate and an interments rights certificate.

**Contract:** For each burial of human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

**Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, scattering, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).

**Payment:** Interment rights and all services must be paid for in full to the Cemetery Operator before a burial may take place.

**Authorization of Social Services Agency:** If applicable, written instruction from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

Scattering of Cremated Remains:

2.15 Scattering of cremated remains is prohibited anywhere on cemetery grounds.

Burial Allowances for a Single Lot:

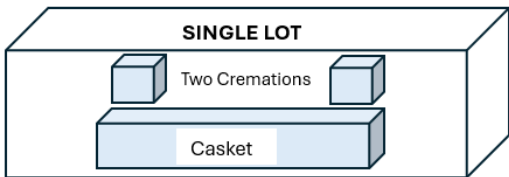


Image: Depiction of burial allowances for a single lot.

2.16 Each regular-sized lot may be used for one casket burial, plus up to two (2) additional cremation burials placed above the casket.

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2.17 Where cremated remains are interred prior to casket interment(s), all attempts by the Funeral Home or Contractor will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The Cemetery Operator is not responsible if there is an issue or failure with the urn or container and there is a

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leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location by the Funeral Home, which will be documented by the Cemetery Operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the Disinterments section.

2.18 A total of four (4) cremations can be accommodated per lot, in the absence of a full casket burial.

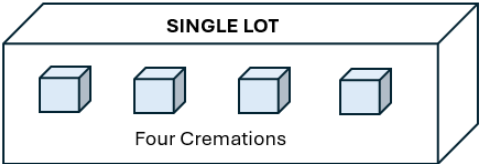


Image: Depiction of cremation allowances for a single lot.

**Section D. CANCELLATION OF INTERMENT RIGHTS  
WITHIN THE 30-DAY COOLING OFF PERIOD**

3.1 A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

**Section E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS  
AFTER THE 30-DAY COOLING OFF PERIOD**

**RESALE OF INTERMENT RIGHTS IS PROHIBITED**

4.1 The Cemetery Operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the Cemetery Operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid. The Cemetery Operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

**Requirements for cancellation of interment rights:**

4.2 To cancel a contract for interment rights, the interment rights holder must provide the Cemetery Operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the Cemetery Operator. The aforementioned paperwork must be completed before the Cemetery Operator will reimburse the rights holder(s).

**Transfer of Interment Rights**

- 4.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the Cemetery Operator and in accordance with this By-law, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the Cemetery Operator and the following must be provided.
- The interment rights certificate endorsed with the following:
    - A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.

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- o A signed confirmation by the Cemetery Operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
- o The date on which the rights were transferred to the third-party (transferee).
- o The name and address of the transferee.
- A written statement regarding the lots rights that are being transferred and confirmation that they have not been used.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery By-law must be provided the transferee.

4.4 Once all required documentation and information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new interment rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment or scattering rights. The resale or transfer of the interment shall be considered final and the cemetery's Public Register will be updated.

Administration fee for transfer:

4.5 In the case of a transfer of interment rights, an administration fee applies for the Cemetery Operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

Section F. CONSUMER PROTECTION

5.1 Lot sizes may vary according to specific lot within a specific cemetery. Survey plans shall be used to determine the dimensions of each lot.

5.2 Interment rights may be purchased from the Cemetery Operator at the price(s) set out in the current tariff, attached as Schedule 'C' to this By-law.

5.3 Lots sold shall be covered by a rate for care and maintenance set forth in the tariff applicable at the time of purchase, as prescribed in accordance with the Act.

5.4 Payments for cemetery products and services shall be made at the Township of McKellar Municipal Office located at 701 Highway 124 McKellar, ON P0G 1C0.

5.5 Each purchaser of interment rights shall be entitled to a certificate of interment rights and a signed contract for the purchase of the rights. Such certificate shall be set out in Schedule 'A' and such contract shall be as set out in Schedule 'B' to this By-law. A copy of the current Cemetery By-law shall be attached to and form part of the certificate of interment rights.

Section G. DISINTERMENT

6.1 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

6.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

6.3 The cemetery is not responsible for damage to any casket, urn or container which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, or container has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can ~~have~~ retrieve the complete casket, urn or container interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the Cemetery Operator has the right to request that a licensed funeral director and or Township employee be present for the disinterment at the expense of the party authorizing the disinterment.

6.4 Disinterments will be scheduled at a day and time designated by the Cemetery Operator. The Cemetery Operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery

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to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

6.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, etc.) needs to be removed, it will be at the expense of the person authorizing the disinterment.

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6.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with this By-law. If the grave from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

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6.7 The raising and lowering of remains from standard depth to extra depth is considered a disinterment.

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Section H. MEMORIALIZATION

7.1 No memorial shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the Cemetery Operator.

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7.2 To prevent interference with future interments and optimize cemetery maintenance, the Cemetery Operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.

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7.3 Only one (1) monument and one (1) marker shall be erected within the designated space on any lot. Where there is more than one burial in a grave, then there shall be no more than one (1) monument and two (2) or three (3) markers on that grave.

7.4 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and permission has been obtained by the Cemetery Operator.

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7.5 A monument shall be erected only after the specific design plans have been approved by the Cemetery Operator including dimensions, material of structure, construction details, and proposed location.

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7.6 The installation of small-scale private mausoleums or columbariums (including niche monuments) is prohibited.

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7.7 The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.

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7.8 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.

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7.9 The minimum thickness for flat markers is 10 cm or 4 inches.

7.10 All monuments and markers shall be constructed of bronze or granite.

7.11 Markers of bronze or granite are permitted with size and quantity restrictions according to this By-law and the placement of such memorials shall not interfere with future interments.

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7.12—Specifications for Flat Markers and Pillow Markers:

a) Flat Markers shall be flat and set flush with the surface of the ground. The upper surface of Flat Markers shall not contain projections with the exception of lettering or other such embellishments which shall not project more than 5mm (or ¼ inch) above the surface of the Flat Marker.

b) All flat and pillow markers must be made of granite or bronze.

c) In addition to the requirements of this section, bronze Flat Markers shall have a concrete or granite base with a border of up to 5.08 cm or 2 inches.

d) ~~Single In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 71.12 cm in width and 45.72 cm in depth (28 inches x 18 inches) including any border with a minimum thickness of 10.16 cm (4 inches) for a single lot.~~

d) Single In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 36" in width and 24" in depth (91.44 cm X 61 cm) including any border with a minimum thickness of 4" (10.16 cm) for Flat Markers and 3" (7.62 cm) for Pillow Markers.

e) ~~Double In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 121.92 cm in width and 45.72 cm in depth (48 inches x 18 inches) including any border with a minimum thickness of 10.16 cm (4 inches) for a double lot.~~

e) Double In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 54" in width and 24" in depth (137.16 cm X 61 cm) including any border with a minimum thickness of 4" (10.16 cm) for Flat Markers and 3" (7.62 cm) for Pillow Markers.

f) Pillow markers shall be 20 cm by 13 cm (8 inches by 5 inches) slant with 5 cm (2 inches) set in ground. Pillow Markers shall be a maximum of 12" (30.48 cm) thick and a minimum of 3" (7.62 cm) thick.

~~Foot Markers: one (1) Flat Marker may be installed as a Foot Marker at the foot of a regular-sized lot provided such marker shall not exceed 55.88 cm in width and 25.4 cm in depth (22 inches by 10 inches) including any border with a minimum thickness of 10.16 cm (4 inches).~~

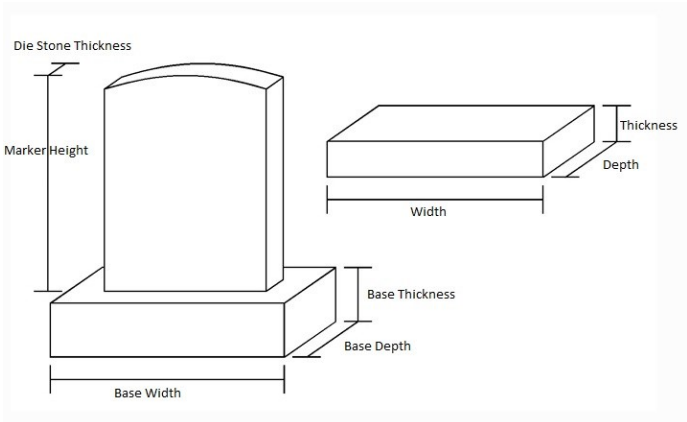
Foot Markers: One flat marker may be installed as a foot marker at the foot of a Regular Sized lot provided such marker shall not exceed 24" in width and 18" in depth (61 cm x 45.72 cm) including any border with a minimum thickness of 3" (7.62 cm).

Corner Markers: Flat Markers may be installed as Corner Markers on regular sized lots provided that they do not exceed 15.24 cm by 15.24 cm (6 inches by 6 inches) with a minimum thickness of- 7.62cm (3 inches)~~10.16 cm (4 inches).~~

7.13 Specification for Upright Markers

a) Upright Markers for a Single In-Ground Lot - The base shall be a maximum of 2'-6" (76.2 cm) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 6" (15.24 cm) at all points from top to bottom.

b) Upright Markers for a Double In-Ground Lot - The base shall be a maximum of 4'6" (1.40 m) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 6" (15.24 cm) at all points from top to bottom.



Specification Definitions for the Purpose of this By-law  
(Both for Single/Double Markers)

Image: *Specification Definitions for the Purpose of this By-law, for both Single and Double Markers.*

7.13 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

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7.14 The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument or marker, or part thereof unless it is as a result of negligence by the cemetery.

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7.15 Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the Cemetery Operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

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7.16 Wooden Crosses – All wooden crosses must be placed at the top of the lot and must be painted white or with clear varnish and appropriate lettering. Wooden crosses that become unsightly or present a health and safety risk will be removed by Township staff.

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7.17 Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

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7.18 Inscriptions on the back and sides of a monument are limited to only the surname and design features, with the Cemetery Operator's prior approval.

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**Section I. CEMETERY CARE AND MAINTENANCE**

8.1 A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

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8.2 The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

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- Lawn care, re-leveling and sodding or seeding of lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences (*continued on next page*)
- Maintenance of cemetery landscaping
- ~~Maintenance of mausoleums and columbariums~~
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

**Section J. FLORAL TRIBUTES AND CARE & PLANTING**

9.1 No person other than cemetery staff shall remove any grass/sod or in any other way change the surface of the burial lot in the cemetery. The Township will provide seedling where necessary in the cemeteries during the fall season when rain is most prevalent.

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9.2 The Cemetery Operator shall not be responsible in any way for personal property lost or damaged in the cemeteries. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Township staff without return or compensation.

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**Planted Flowers, Trees and Shrubs**

9.3 Planted flowers and shrubs are not permitted except those planted and cared for by Township staff. Interment rights holders or the general public shall not plant flowers, trees or shrubs within any cemeteries owned by the Cemetery Operator. The Township has the right to remove any flowers, trees or shrubs on cemetery grounds.

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**Artificial or Fresh Wreath / Flower Arrangements**

9.4 One (1) artificial or fresh wreath or flower arrangement shall be permitted on a single lot from May 1<sup>st</sup> to October 15<sup>th</sup>. If such decorations are not removed by October 15<sup>th</sup> in any year, they shall be considered abandoned and may be disposed of by Township staff.

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9.5 One (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15<sup>th</sup>. Examples are Remembrance Day, Christmas Day, Easter, etc. Such decorations must be removed within twenty one (21) days of placing them. If they are not removed, they shall be considered abandoned and may be disposed of by Township staff.

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9.6 The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.

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Candles

9.7 Candles, incense, or other flammable articles are not permitted.

Prohibited Items

9.8 Prohibited items include but are not limited to the following: glass containers, metal stakes (not including Shepard's crosses), plastic and glass solar lights, ceramic items, loose stones and such other objects that may cause a hazard at the discretion of the Cemetery Operator.

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Refuse

9.9 No person shall litter within any cemetery.

Section K. REGULATIONS FOR CONTRACTORS AND WORKERS

10.1 All Contractors performing work in all cemeteries owned by the Cemetery Operator are required to produce evidence of:

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- 1) Public Liability and Property Damage Insurance in an amount not less than two million dollars (\$2,000,000.00); and
- 2) Workplace Safety and Insurance Board (WSIB) in good standing. Prior to any work commencing in the cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act.

10.2 All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations hereto.

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10.3 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Cemetery Operator in the performance of their work. Appropriate attire shall be worn for the duties being performed. CSA approved steel toed safety boots and personal protective equipment must be worn when the work being performed required in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the Act, will be asked to leave the cemetery grounds.

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10.4 Contractors shall temporarily cease all operations if there is a funeral / burial taking place anywhere in the cemetery. Work by contractor shall only proceedings are complete.

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10.5 No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the Cemetery Operator.

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10.6 Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, upright markers, flat markers, pillow markers, or any other article or nature feature in the cemetery. To protect the grounds from surface damage, contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved. Any damage caused by contractors shall be at the expense of the contractors.

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10.7 Vehicles in excess of 10,000kg Gross Vehicle Weight (GVW) shall not enter the cemetery without prior authorization from the Cemetery Operator.

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10.8 For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements,

equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

**READ** a **FIRST** and **SECOND** time this      <sup>th</sup> day of                      , 2025.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this      <sup>th</sup> day of                      , 2025.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

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Schedule 'A' to By-law 2025-XX – The Cemetery By-law  
Corporation of the Township of McKellar  
Cemetery Operator License No. 3293741

CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations and all amendments thereto,

**BETWEEN:** The Corporation of the Township of McKellar, operating through its Council, having its head office at 701 Highway 124 McKellar, ON P0G 1C0, hereinafter referred to as the **"Corporation"**

**AND:** \_\_\_\_\_  
Hereinafter referred to as the **"Purchaser"**

In consideration of the sum of \$ \_\_\_\_\_ receipt of which is hereby acknowledged, and which includes the sum of \$ \_\_\_\_\_ for Care and Maintenance which is deposited with the Trustee, the **Corporation** agrees to assign to the **Purchaser** the Burial or Interment Rights in \_\_\_\_\_ Cemetery as follows:

RANGE: \_\_\_\_\_ LOT No. \_\_\_\_\_ SIZE: \_\_\_\_\_ AREA: \_\_\_\_\_

As shown on the approval plan of \_\_\_\_\_

**DATE OF PURCHASE:** \_\_\_\_\_

**THE PURCHASER**, by acceptance of this indenture, indicates that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations and all amendments thereto, as if these were included as part of this indenture.

**THE PURCHASER** agrees that in the event of transfer of the said Interment Rights, this Certificate cannot be transferred but will be returned to the **Corporation** who will issue a new Certificate to the Transferee as per the stipulations contained within the By-law.

**WITH RESPECT** to the erection or installation of markers, the **Purchaser** agrees to abide by the By-laws of the **Corporation** wherein restrictions on the erection or installation of markers are given.

**IN WITNESS WHEREOF THE CORPORATION OF THE TOWNSHIP OF McKELLAR** has affixed its signature by the hands of its proper signing officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CORPORATION OF THE TOWNSHIP OF McKELLAR**

Per: \_\_\_\_\_ [Affix Seal Here]  
(Signature and Title)

**THE PURCHASER**

Per: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name) (Date)

\_\_\_\_\_  
(Address)

Schedule 'B' to By-law 2025-XX – The Cemetery By-law  
Corporation of the Township of McKellar  
Cemetery Operator License No. 3293741

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR  
CEMETERY SUPPLIES OR SERVICES**

In \_\_\_\_\_ Cemetery

**RIGHTS TO:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Date: \_\_\_\_\_ Pre Need: \_\_\_\_\_ At Need: \_\_\_\_\_  
Deceased: \_\_\_\_\_ Date of Death: \_\_\_\_\_  
Place of Death: \_\_\_\_\_  
Range: \_\_\_\_\_ Lot: \_\_\_\_\_ Grave: \_\_\_\_\_  
Funeral Director / Transfer Service: \_\_\_\_\_

**INTERMENT RIGHTS & SERVICE / SUPPLIES**

Land: _____ Spaces @ \$ _____	\$ _____
Repurchase Price	\$ _____
Amount of Care and Maintenance	\$ _____
Monument Care and Maintenance	\$ _____
Total Sale	\$ _____
Ontario License Fee	\$ _____
<b>Total: \$ _____</b>	

It is agreed between the parties that this contract is subject to the By-laws of the Corporation of the Township of McKellar, and the purchaser hereby acknowledges receipt of a current copy of the By-law to Establish Rules and Regulations for the Management and Control of All Cemeteries Owned by the Corporation of the Township of McKellar and that the attached "Conditions of Contract" have been read and understood.

**PURCHASED BY:** \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

Per: \_\_\_\_\_ [Affix Seal Here]  
(Signature and Title)

**CONDITIONS OF CONTRACT**

The Corporation of the Township of McKellar agrees with the Purchaser as follows:

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

- 1. Lot: \_\_\_\_\_ 40% of the purchase price or \$150.00 whichever is greater.
- 2. CONTRIBUTION TO CARE AND MAINTENANCE FUND FOR MARKERS AND MONUMENTS INSTALLATION:

Trust Funds: Flat Marker over 173 square inches	\$50.00 +HST
Upright monument up to 4 ft. in height or width	\$100.00 +HST
<del>Upright monument over 4 ft. in height or width</del>	<del>\$200.00 +HST</del>

- 3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:
  - (a) The right of purchaser, by written demand, to request the cemetery owner to repurchase the rights at any time before they are used or exercised.
  - (b) The cemetery owner shall repurchase the interment rights within thirty (30) days from the date the written demand was received.
  - (c) The repurchase price of Interment Rights shall be determined by the current value of the rights less the amount the cemetery owner paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard thirty (30) day cooling off period during which a refund in full will be made.
  - (d) The private resale of interment rights by the purchaser is prohibited.
  - (e) In accordance with the By-laws of the Corporation of the Township of McKellar, the following restrictions on the exercising of the interment rights are outlined under Section 'C' of this By-law and amendments thereto.
  - (f) In exercising the interment rights contracted herein, the following documents are required under Section 'C': Interment Order, Proof of Registration of Death (Burial Permit or Cremation Certificate), Contract and Certificate of Interment Rights (Schedule 'A') and Contract (Schedule 'B').
  - (g) In accordance with the By-laws of the cemetery, the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: See Section 'B' General Information and amendments thereto.
  - (h) If the purchaser wishes to transfer an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then use a new certificate of interment rights to the transferee upon payment of applicable transfer fee. If the original certificate of interment rights has been misplaced, the cemetery owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.
  - (i) In accordance with the By-laws of the cemetery, the following restrictions on the transfer of interment rights apply see Section 'E'.
  - (j) The certificate of interment rights shall not be issued until the interment rights have been paid for in full.
  - (k) Interment rights capacity – single lot: each regular sized lot can be used for one (1) casket burial plus an additional two cremation burials over the casket **or** a total of four cremations per lot.
  - (l) Memorializations permitted – per single grave: one (1) upright monument and two (2) flat markers **or** three (3) flat markers; see Section 'C'.



Schedule 'C' to By-law 2025-XX – The Cemetery By-law  
Corporation of the Township of McKellar  
Cemetery Operator License No. 3293741

**TARIFF OF RATES**

	RESIDENT	NON-RESIDENT
Single Lot	\$170.00	\$340.00
Care & Maintenance	\$290.00	\$290.00
HST	\$59.80	\$81.90
<b>TOTAL</b>	<b>\$519.80</b>	<b>\$711.90</b>
Staking/ Marking Fee	\$50.00 plus HST	
Transfer Fee – Plus difference between Resident and Non-Resident Rate, if applicable, see Section X of By-law.	\$50.00 plus HST	
Duplicate Certificate of Interment Rights	\$25.00 plus HST	
Each single lot may have one (1) casket burial plus an additional two (2) cremation burials over the casket <b>OR</b> a total of four (4) cremations per lot.		
All casket interments are subject to a license fee of \$12.00 (HST exempt) which will be remitted to the Ministry of Consumer Services	\$12.00	
<b>Contribution to Care and Maintenance for Marker and Monument Installation</b>		
Flat marker under 173 square inches	\$0.00 (no charge)	
Flat marker over 173 square inches	\$113.00 (incl. HST)	
Upright monument up to 4 ft. in height or width	\$226.00 (incl. HST)	
Upright monument over 4 ft. in height or width	\$452.00 (incl. HST)	





## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes

May 20, 2025

Mayor Moore called the meeting to order at 5:30 p.m.

### ROLL CALL

Mayor Moore took Roll Call.

**Present:** Mayor David Moore  
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak  
**Staff:** Clerk/Administrator, Karlee Britton  
Deputy Clerk, Mary Smith

### DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF - NONE

**Moved by:** Councillor Debbie Zulak  
**Seconded by:** Councillor Morley Haskim

**25-212** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Regular Meeting of Council, as amended to add Item 5.4. Personal matters about an identifiable individual; pursuant to Ontario Municipal Act Section 239(2)(b) - To discuss personal matters about an identifiable individual, including observations or concerns regarding the performance of a specific individual representing a contractor engaged by the Municipality.

**Further** to move Items 15.1 and 15.2 to precede Item 11.1, Delegations and Presentations; and

**Further** to delete Item 15.3, at the request of the applicant.

**Carried**

**Moved by:** Councillor Nick Ryeland  
**Seconded by:** Councillor Mike Kekkonen

**25-213** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Ontario Municipal Act, S.O. 2001, as amended, move into closed session at 5:32 p.m. to discuss the following items:

- 5.1 Minutes of Closed Session – May 6, 2025
- 5.2 Litigation or potential litigation; pursuant to Ontario Municipal Act Section 239(2)(e) – Settlement litigation
- 5.3 Labour relations or employee negotiations; pursuant to Ontario Municipal Act Section 239(2)(d) – Review of the Township's Human Resources Policy.
- 5.4. Personal matters about an identifiable individual; pursuant to Ontario Municipal Act Section 239(2)(b) - To discuss personal matters about an identifiable individual, including observations or concerns regarding the performance of a specific individual representing a contractor engaged by the Municipality.

**Carried**

**Moved by:** Councillor Debbie Zulak  
**Seconded by:** Councillor Morley Haskim

**25-214** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:32 p.m.

**Carried**



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes

May 20, 2025

Mayor Moore called the meeting to order at 6:32 p.m.

### ROLL CALL

Mayor Moore took Roll Call.

**Present:** Mayor David Moore  
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak  
**Staff:** Clerk/Administrator, Karlee Britton  
Deputy Clerk, Mary Smith

### RESPECT AND ACKNOWLEDGEMENT DECLARATION

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

### DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF – NONE

**Moved by: Councillor Mike Kekkonen**  
**Seconded by: Councillor Nick Ryeland**

**25-215** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held May 20, 2025.

**Carried**

**Moved by: Councillor Morley Haskim**  
**Seconded by: Councillor Debbie Zulak**

**25-216** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has no objection to the approval of Consent Application No. B05/2025 (Oldham) as applied for by Howard Oldham, subject to the following conditions:

1. Payment of a fee in lieu of parkland as required in the Township of McKellar Fees and Charges By-Law;
2. 911 Addressing for the proposed new lot;
3. Payment of any applicable planning board fees.
4. That 10 m from the centre line of Balsam Road be transferred to the Township if found to not be in the Township's ownership.

**Carried**



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 20, 2025**

**Moved by: Councillor Nick Ryeland**

**Seconded by: Councillor Mike Kekkonen**

**25-217**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has no objections to the approval of Consent Application No. B06/2025 (Cox) as applied for by Michael and Tammy Cox subject to the following conditions:

1. Payment of any applicable planning board fees.

**Carried**

**Moved by: Councillor Morley Haskim**

**Seconded by: Councillor Debbie Zulak**

**25-218**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the deputation from the Lake Stewardship & Environmental Committee Chair Jennifer Ghent-Fuller requesting support on behalf of the MLCA "Get Out the Lead" campaign for information purposes; and

**FURTHER** direct staff to inform Jennifer Ghent-Fuller that the Council of the Corporation of the Township of McKellar does hereby support the "Get Out the Lead" campaign to make anglers and their families aware of the dangers of using lead fishing tackle; and

**FURTHER** that the Corporation of the Township of McKellar has campaign posters and brochures available for distribution at the municipal office as soon as they become available.

**Carried**

**Moved by: Councillor Nick Ryeland**

**Seconded by: Councillor Mike Kekkonen**

**25-219**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby move into Committee of the Whole at 6:52 p.m. for discussions regarding the Cemetery By-law.

**Carried**

**Moved by: Councillor Morley Haskim**

**Seconded by: Councillor Debbie Zulak**

**25-220**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby rise and report from Committee of the Whole at 7:44 p.m.

**Carried**

**Moved by: Councillor Mike Kekkonen**

**Seconded by: Councillor Nick Ryeland**

**25-221**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the May 6, 2025, Regular Meeting of Council, as circulated

**Carried**





**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 20, 2025**

**Moved by: Councillor Morley Haskim**

**Seconded by: Councillor Debbie Zulak**

- 25-222** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes for the Township of McKellar Public Library Board Meeting on March 31, 2025, for information purposes.

**Carried**

**Moved by: Councillor Mike Kekkonen**

**Seconded by: Councillor Nick Ryeland**

- 25-223** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby receives the Report PW-2025-04, Public Works Department Updates for January 1 to May 15, 2025, for information purposes.

**Carried**

**Moved by: Councillor Debbie Zulak**

**Seconded by: Councillor Morley Haskim**

- 25-224** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Roadside Grass Cutting Memo from Mary Smith, Deputy Clerk, for information purposes.

**Carried**

**Moved by: Councillor Nick Ryeland**

**Seconded by: Councillor Mike Kekkonen**

- 25-225** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby receives the Report FD-2025-07, Month End Status Updates for April 2025, from Fire Chief Robert Morrison, for information purposes.

**Carried**

**Moved by: Councillor Debbie Zulak**

**Seconded by: Councillor Morley Haskim**

- 25-226** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby receives the Account Payable Preliminary Cheque Run Report for April 2025, from Treasurer Roshan Kantiya, for information purposes.

**Carried**

**Moved by: Councillor Mike Kekkonen**

**Seconded by: Councillor Nick Ryeland**

- 25-227** **WHEREAS** the McKellar Agricultural Society is celebrating its 150<sup>th</sup> McKellar Fall Fair this September, and to honour this incredible feat, the board has decided to include some events from past years; and

**WHEREAS** one of these planned events will be to hold a parade on the fairgrounds that will be open to all ages, with the theme of farm/fair days and will be targeted mainly towards youth and family entries; and

**WHEREAS** the McKellar Agricultural Society is seeking sponsorship of this event from the Township of McKellar in a total prize money amount of \$400.00, which will be divided among various winners in each category; and



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

May 20, 2025

**WHEREAS**, should the Township of McKellar agree to sponsor the event, the Agricultural Society would also like three members of council to attend the fair and judge the parade entries;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Township of McKellar does hereby sponsor the Agricultural Society's parade event for the requested amount of \$400.00 to be distributed amongst the various winners in each category; and

**FURTHER** that the Council of the Corporation of the Township of McKellar appoint three council members to attend the 150<sup>th</sup> McKellar Fall Fair and judge the parade entries.

Carried

Moved by: Councillor Debbie Zulak

Seconded by: Councillor Morley Haskim

25-228

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby receives a request for speaker installation on a hydro pole in Minerva Park from Market Manager, Jan Gibson; and

**FURTHER** that the addition of this speaker would allow music and announcements to be heard by all market attendees, enhancing the overall experience for visitors and vendors alike; and

**FURTHER** that the Council of the Corporation of the Township of McKellar approves, in principle, the installation of a speaker on a hydro pole in Minerva Park, so long as the cost is within the McKellar Market Budget and that the Public Works Superintendent approves the location.

Carried

Moved by: Councillor Nick Ryeland

Seconded by: Councillor Mike Kekkonen

25-229

**WHEREAS** Early Childhood Development plays a considerable role in shaping young minds through physical development, as well as cognitive, social and emotional development; and

**WHEREAS** the Parry Sound Public School has hundreds of students who rely on it not just for education, but also for opportunities and growth, including students from the Township of McKellar; and

**WHEREAS** the Parry Sound Public School is hosting their first-ever Spring Fling Carnival on May 29, 2025, to help raise funds for the expansion of the ELK yard for the growing number of kids to add play equipment; and

**WHEREAS** the presence of the Council of the Corporation of the Township of McKellar would inspire others to act now to get these kids what they deserve;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar directs staff to notify Page Bush, Parry Sound Parent Council, of the attendance of a member of council at the Spring Fling to help represent and advocate for the kids in our community.

Carried



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

May 20, 2025

Moved by: Councillor Morley Haskim

Seconded by: Councillor Debbie Zulak

- 25-230**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve a \$1500 scholarship to be divided equally to graduating Township of McKellar high school students who will be attending a post-secondary institution in 2025.

**Carried**

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

- 25-231**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Consent Agenda for correspondence.

**Carried**

### QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON THE AGENDA)

NONE

Moved by: Councillor Debbie Zulak

Seconded by: Councillor Morley Haskim

- 25-232**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2025-28, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;

**And further Read a Third time and Passed** in Open Council this 20<sup>th</sup> day of May, 2025.

**Carried**

Moved by: Councillor Nick Ryeland

Seconded by: Councillor Mike Kekkonen

- 25-233**      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 9.00 p.m. to meet again on June 3, 2025, for a Regular Meeting of Council; or at the call of the Mayor.

**Carried**

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David Moore, Mayor

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Karlee Britton, Clerk/Administrator

## TOWNSHIP OF McKELLAR RECREATION COMMITTEE – MINUTES May 22, 2025, 4:00 p.m.at McKellar Community Centre

PRESENT IN PERSON: Morley Haskim, Judy Ryeland, Terry Lacey, Joyce Hopkins  
Dinah Ryeland Brown, Phil Jefkins

ABSENT: Kathy Deguara, Francis Deguara, Michelle Dimmick, Chris Bishop.

**CALLED TO ORDER:** 4:00 p.m.

**APPROVAL OF THE MINUTES:** Moved by Judy Ryeland and seconded by Dinah Ryeland Brown that the Recreation Committee of the Township of McKellar does hereby accepts the minutes of the April 24, 2025, meeting. Motion Carried (25-19).

**ADDITIONS TO THE AGENDA:** None

**APPROVAL OF THE AGENDA:** Moved by Dinah Ryeland Brown and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby accepts the agenda for the May 22, 2025, meeting. Motion Carried (25-20).

**DECLARATION OF CONFLICT OF INTEREST:** None

**VISITORS:** None

**CORRESPONDENCE RECEIVED:** MLCA-Get the lead out campaign.

Lynne-Library- Thank you card for the use of the propane tanks and tent.

**MOTION ARISING FROM CORRESPONDENCE:** Moved by Dinah Ryeland Brown and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby support “ Get the Lead Out Campaign”. Motion Carried (20-21).

**REPORTS OF MEMBERS:** Yoga- Joyce reported that the yoga instructor is presently away, but Helen Khol will re-start the program on return.

Pickleball- Attendance is excellent and supplies for this activity are being purchased as per a previous motion.

Badminton- Attendance has improved and this activity will continue.

Tent Purchase- Terry has purchased two new tents for all upcoming events.

T-Ball- Sign-up for this activity was held on May 8<sup>th</sup>. Heather and the office continue to receive sign-ups for this activity.

**ON GOING BUSINESS:** Martial Arts- Phil Jarvis has withdrew his proposal to have this activity in the Community Centre.

Arts Festival by Whispering Winds Orchestra- Motion Arising- Moved by Terry Lacey and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby support the Arts Festival by Whispering Winds Orchestra to be held in Minerva Park on Sept. 20, 2025. Motion Carried (20-22).

SEE PAGE 2

**NEW BUSINESS:**

1. Library- Science North- Motion Arising- Moved by Phil Jefkins and seconded by Dinah Ryeland Brown that the Recreation Committee of the Township of McKellar does hereby support and co-host a Science North event in McKellar on Thursday, August 21, 1-4 p.m. Motion Carried (20-23).
2. Broadbent Community Get Together and Fireworks- This event being held by the McKellar Recreation Committee and Broadbent Snowbugs Committee on Sat. June 28 is organized at the Broadbent Ballpark with having a Barbecue 5-6 p.m. Kids Activities including Kickball 6-7 p.m. and fireworks 9:15 p.m.
3. Ribfest- The Committee will have an adequate number of Volunteers for this event on Sunday, July 6, 4:00-8:00 p.m.
4. Cafe Night- Sat. July 11, 7:00-11:00 p.m.-Volunteers will be contacted to help set-up Risers, Lights and Sound System.
5. WhatsApp- Phil will assist members to get set-up with WhatsApp, for better communications between meetings.
6. These following activities will be discussed at the June 26 meeting-
  - Kids Fish n Fun- Sat. July 12, 2:30-5:00 p.m.
  - Canoe/Kayak/SUP trip and Barbecue- Sunday, August 3, 10:00-1:00 p.m.
  - Ball Diamond Opening-Friday, August 22, Barbecue 1:00-2:00 p.m. Games at 2:00 p.m.
  - Fall Fair- Sat. Sept. 6, 10:00-4:00 p.m.

**OTHER NEW BUSINESS:** Joyce announced her resignation from the Committee effective immediately. Joyce is resigning from the Committee with regret after 17 years on the Committee, due to additional recent family issues. The Committee thanked Joyce for many years of Volunteering on the Committee and wished Joyce and her family all the best.

**MOTIONS ARISING FROM OTHER NEW BUSINESS:** Moved by Dinah Ryeland Brown and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby accept the resignation of Joyce Hopkins from the Recreation Committee. Motion Carried (20-24).  
Moved by Phil Jefkins and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby appoint Dinah Ryeland Brown as Chairperson of the Committee. Motion Carried. (20-25).

**NEXT MEETING:** June 26, 2025, 4:00 p.m. or at the call of the chairperson.

**ADJOURNMENT:** Moved by Phil Jefkins and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby adjourn at 5:25 p.m. Motion Carried. (20-26).



Town of Parry Sound EMS Advisory Committee

Open Minutes

**Date:**

May 22, 2025

**Time: 6:30pm**

06:30pm

**Location:**

(on-line) ZOOM Meeting and for streaming of the meeting please click on the link below.

<https://www.youtube.com/channel/UC4QrR6HjwibWOJRbLwnjcFQ/videos>

**Members Present:**

Jamie McGarvey - chairperson, Scott Sheard, Ann MacDiarmid, Pearl Ivens, Shelly Foote

**Regrets:**

Joel Constable

**Present:**

Dave Thompson, Director of Development and Protective Services

**Recording:**

Sheri Skinner, Administrative Assistant

**Guests:**

Matthew Thomas, EMS Manager

**Land Acknowledgment**

# Town of Parry Sound EMS Advisory Committee

## Open Minutes

### **1. Agenda**

**Moved by Pearl Ivens**

**Seconded by Scott Sheard**

That pursuant to Section 239(2) of the Municipal Act, R.S.O. 2001, Chapter 25, as amended, the EMS Advisory Committee move to a meeting closed to the public in order to address a matter(s) pertaining to:

d) labour relations or employee negotiations

**carried**

#### **1.1 Additions to Agenda**

#### **1.2 Prioritization of Agenda**

#### **1.3 Adoption of Agenda**

**Moved by Pearl Ivens**

**Seconded by Shelly Foote**

That the May 22, 2025 Parry Sound District Emergency Medical Services Committee meeting Agenda be approved.

**carried**

#### **1.4 Disclosure of Pecuniary Interest and the General Nature Thereof**

### **2. Minutes and Matters Arising from Minutes**

#### **2.1 Adoption of Minutes**

**Moved by Ann MacDiarmid**

**Seconded by Shelly Foote**

That the Minutes of the February 27, 2025 meeting of the Parry Sound District Emergency Medical Services Committee be approved as circulated.

**Carried**

## Town of Parry Sound EMS Advisory Committee

### Open Minutes

#### **3. Correspondence**

#### **4. Deputations**

#### **5. Emergency Services Director's Report**

#### **6. Reports**

6.1 EMS Statistical Report - March 2025

6.2 EMS Night Call Statistics - March 2025

6.3 EMS Vehicle Inventory - March 2025

Dave Thompson provided a descriptive overview of the various reports attached.

**Moved by Shelly Foote**

**Second by Scott Sheard**

That the EMS Committee members have received reports 6.1, 6.2, 6.3 as listed above.  
**carried**

#### **7. Ratification of Matters from Closed Agenda**

#### **8. Other Business**

8.1 DT R&R Burks Falls Base Renovations Award - 2025

Discussions on the Burk's Falls Renovation Projects included the low and high bid amounts received, Burk's Falls capped dollar figure on the project, financing thru the Village of Burk's Falls vs. using EMS reserves, capitalization on Ministry funding, the actual dollar figure/amount needed to be financed, and the project having a 40% increase over budget.

**Moved by Ann MacDiarmid**

**Seconded by Shelly Foote**

## Town of Parry Sound EMS Advisory Committee

### Open Minutes

#### **Resolution**

That the EMS Advisory Committee recommends report DT R&R Burks Falls Base Renovations Award - 2025 proceed to Town of Parry Sound Council

#### **Carried**

#### 8.2 DT CPLTC Sustainability - 2025

Chairpersons requested resultant Town resolution to also be forward to AMO, MoH, local MPP, and the MOLTC.

#### **Moved by Pearl Ivens**

#### **Seconded by Scott Sheard**

#### **Resolution**

That staff prepare a resolution for Town Council requesting the province to provide sustainable, long-term funding for the current Community Paramedicine programs and that the resolution be provided to all Parry Sound District municipalities for support

**carried**

### **9. Adjournment @ 7:12pm**

#### **Moved by Shelly Foote**

#### **Seconded by Pearl Ivens**

**carried**

**District of Parry Sound West (Belvedere Heights)  
Board of Management Meeting  
Wednesday, March 26, 2025  
via Zoom**

---

**Directors Present (voting):** Joe Beleskey  
Paul Borneman, Vice Chair  
Don Carmichael, Secretary/Treasurer  
Gail Finnson  
Cheryl Ward  
Pamela Wing, Chair  
Debbie Zulak

**Director Regrets:**

**Staff Attending (non voting):** Kami Johnson, Administrator

**Staff Regrets:**

**Specially Invited (non voting):** Jim Hanna, West Parry Sound Health Centre  
Nicole Murphy, West Parry Sound Health Centre

**1.0 Call to Order:** The Board Chair called the meeting to order at 9:08 a.m.

**2.0 Confirmation of Quorum:** A quorum was achieved.

**3.0 Conflict of Interest:** No conflicts were declared.

**4.0 Approval of Agenda:**

**#BH-21/25**

Moved by C. Ward, seconded by D. Zulak that be it resolved that the Board of Management accepts the agenda as presented.

Carried.

**5.0 Voice of the Resident** – K. Johnson presented.

The discussion focused on the results of the resident satisfaction survey and the Quality Improvement Plan (QIP). The survey saw increased participation, rising from 41.5% to 55.4%, and revealed improvements in key areas, including a higher percentage of residents feeling heard (91%, up from 86%) and a reduction in feelings of boredom, helplessness, and loneliness.

Key areas for improvement include meal services, staff training, and communication, particularly with non-native English-speaking staff. A decline in residents feeling safe to express concerns (from 95% to 87.5%) was noted as a concern.

The QIP for 2025 will focus on enhancing the dining experience, falls prevention, quality of care, and staff education. Initiatives include upgrading dining furniture, reducing clutter, integrating person-centered dining programs, and improving communication strategies. Dementia care and medication safety will also be prioritized, with an emphasis on reducing reliance on psychotropic medications and enhancing training for staff.

Additional improvements include physical space upgrades, creating sensory experiences for residents, and enhancing training on resident rights and dementia care. A stronger focus will also be placed on using person-centered language in communication.

#### **#BH-22/25**

Moved by J. Beleskey, seconded by D. Carmichael that the 2025 Quality Improvement Plan be approved and submitted to the Ministry of Long-Term Care.

Carried.

### **6.0 Approval of Minutes:**

#### **#BH-23/25**

Moved by D. Zulak, seconded by D. Carmichael that be it resolved that the minutes of the Board of Management meetings held February 26, 2025, be approved.

Carried.

### **7.0 Matters Arising:**

#### **7.1 IT Proposals**

Two IT service proposals were considered—one from Dan Hildebrant's company (My-Tech) and another from Near North Business Machines. To make an informed decision, a \$4,400 assessment was approved to evaluate the organization's current IT infrastructure. The assessment is still in progress, with a two-week traffic study recently completed.

Near North Business Machines has been contracted for the Microsoft migration, with an initial cost of \$12,000. However, additional hardware and materials could push the total cost up to approximately \$49,000. The board's approval was required for the migration but not for the ongoing annual Microsoft licensing fee, which is approximately \$36,000—down from the previous \$75,000 cost under the WPSHC.

There were concerns about the assessment's timeline and cost, as it was initially estimated to take six to eight weeks but was completed in a few days. However, it was clarified that the process included a two-week network traffic study and required significant on-site labor.

The final IT service provider selection is still pending, as Near North's full infrastructure quote has yet to be received. The board will review and approve the total costs once all necessary information is available.

#### **IT Assessment & Equipment Evaluation**

- It was agreed to conduct an IT assessment for \$4,400 to determine current equipment status and transition needs.
- The assessment aimed to clarify existing hardware, its condition, and necessary upgrades.
- The report from this assessment is still pending.

#### **Near North Business Machines Engagement**

- Near North was hired for the Microsoft migration and initial IT setup.



- Two components were approved:
  - \$4,400 for the IT assessment.
  - \$12,000 for migration services.
- Further costs may arise depending on hidden system issues.

#### Microsoft Migration & Licensing Costs

- Migration must be completed by the end of March.
- The initial migration cost was \$12,000, with additional hardware costs bringing the total project estimate to \$49,000.
- The annual Microsoft license cost will be approximately \$36,990, reduced from \$75,000 (previously paid to the health center).
- Near North leveraged the organization's charitable status to secure a reduced rate.

#### Board Approvals & Budget Considerations

- The \$4,400 assessment was approved without needing board approval.
- The board approval for the Microsoft migration will be sought in the future.
- Additional expenses will be reviewed and clarified before finalizing total costs.

#### Assessment Timeframe & Cost Justification

- The assessment, initially estimated at 6–8 weeks, was completed in two days due to Near North prioritizing the project.
- A two-week network traffic study was also required for a full evaluation.
- Despite the shorter time frame, the \$4,400 cost was justified based on labor and analysis provided.

#### Next Steps

- Awaiting a final detailed quote from Near North for full IT infrastructure setup.
- Clarification needed on total Microsoft migration costs and ongoing licensing fees.
- A final decision on the long-term IT service provider will be made after receiving all quotes and assessments.

## 7.2 Sutherland Human Resources Consulting Contract

A Discussion on the human resources contract with Sutherland took place.

#### Overview

- Sutherland has provided a contract outlining available HR services.
- The rate is \$150/hour, lower than the \$160/hour currently paid to WPSHC.
- The contract is flexible, with services provided as needed.
- It is intended as a temporary solution during the transition period.

#### Key Points Raised

1. Lack of Competitive Quotes
  - A concern was raised about only consulting Sutherland instead of obtaining multiple quotes.
  - It was clarified that other providers were not found, and Sutherland was referred by other organizations.
2. Budget Control & Cost Monitoring
  - Concern about the absence of a cap on costs.
  - Suggested that the administrator track usage and report to the board monthly or quarterly.
  - Proposal to cap services at two days per month, with Sutherland required to notify the administrator if approaching this limit.
3. Administrator's Role in Managing HR Services
  - The administrator should oversee contact with Sutherland to prevent excessive or unnecessary consultations.
  - Clear protocols should be established regarding who is authorized to contact Sutherland.

## #BH-24/25

Moved by G. Finnson, seconded by D. Zulak that the Board of Management approves the Sutherland Human resource consulting contract dated February 28, 2025, at an hourly rate of \$150 per hour with a condition that Sutherland notifies the administrator when the two-day monthly limit is reached.  
Carried.

### 7.3 Cassellholme Financial Consulting Proposal

#### Proposal Overview

- Cassellholme will provide financial consulting services as outlined in Schedule 1.
- The maximum rate is \$150 per hour.
- There is no spending cap currently set, as the exact needs are unclear.
- The contract is flexible and will be used as needed.

#### Key Concerns & Discussions

##### 1. Spending Cap & Cost Control

- Concern: There is no cap on spending, which raises concerns about cost management.
- Response:
  - The estimated time required is 5-10 hours per month.
  - A cap of 10 hours per month was suggested as an option.
  - The administrator will monitor usage and report costs.

##### 2. Contract Timing & Purpose

- Concern: The contract is dated March 26, but the existing management contract runs until the end of May.
- Response:
  - This agreement is for consulting support, separate from the management contract.
  - The contract takes effect now but does not need to be used immediately.
  - It is meant to support the transition and provide financial guidance.

##### 3. Scope of Work & Additional Services

- Question: How does this contract relate to the previous \$14,000 proposal from Cassellholme to develop financial reporting software?
- Response:
  - The software project is a separate initiative.
  - This contract focuses on financial consulting, but Cassellholme may assist with software reporting if needed.
  - Additional support, such as new build financial planning, could be contracted at the same \$150/hour rate.

##### 4. Formalizing the Relationship

- Concern: Previously, financial advice was given informally, often at no cost. Now, every interaction will be billable.
- Response:
  - The relationship is now a formal consulting agreement.
  - The board must be mindful of costs and treat it similarly to legal or HR services.
  - Some informal support may still be available, but all formal work will be billed.

##### 5. Procurement Process & Competitive Quotes

- Concern: No competitive quotes were obtained, which may be outside standard procurement practices.
- Response:
  - The Board is comfortable with Cassellholme's services and experience.
  - WPSHC was previously paid \$160 per hour, making Cassellholme a cost-effective alternative.
  - Some members acknowledged this approach deviates from usual procurement but felt it was justified given the transition period.

#### **#B-25/25**

Moved by C. Ward, seconded by D. Carmichael that the Board of Management approves the consulting agreement dated the 26<sup>th</sup> day of March 2025, between the Board of Management for the District of Parry Sound West and the Board of Management for the District of Nipissing East for financial consulting services as outlined in Schedule 1.

Carried.

#### **7.4 ICIP Project Update**

The ICIP program, under Infrastructure Canada's Investing in Canada Infrastructure Program (ICIP), funded an HVAC upgrade project with a \$365,000 grant.

- Progress: \$207,000 has been spent so far and will be reimbursed by the ministry.
- Delays: Equipment sourcing and ordering delays (about six weeks).
- Final Phase: Installation of humidifiers, requiring crane work as per RTP Mechanical's quote.
- Budget: The project is expected to come in \$30,000 under budget.
- Next Steps: No further approvals needed; this update is for information only.

The project is nearing completion with cost savings anticipated.

#### **8.0 New Business**

##### **8.1 OHT Lead Agency Agreement**

- Belvedere Heights Participation: Recognized as a voting member in the West Parry Sound Ontario Health Team (OHT).
- Lead Agency Agreement:
  - The West Parry Sound Health Centre (WPSHC) acts as the lead agency, signing contracts on behalf of the OHT.
  - This agreement protects WPSHC from financial/legal risk until a formal Collaboration Agreement is finalized.
  - All voting members, including Belvedere Heights, must sign the agreement if they want a vote.
- Collaboration Agreement:
  - Being drafted by Miller Thompson lawyers to govern the OHT.
  - Expected to replace the Lead Agency Agreement by September 30, 2025.
  - Without it, the OHT cannot make further decisions.
- Financial Risk & Protection:
  - If an OHT project goes over budget, partners may need to share the cost.
  - Some OHTs, like Nipissing Wellness OHT, have contingency funds to cover unexpected costs.
  - Members discussed including a contingency fund in the final Collaboration Agreement.
- Decision-Making Process:
  - OHTs aim for consensus-based decision-making.
  - However, if consensus cannot be reached, a vote is required.
  - The Ministry of Health mandates certain actions OHTs must take.

#### **#BH-26/25**

Moved by C. Ward, seconded by P. Borneman that the Belvedere Heights Board of Management sign the Lead Agency Agreement with the following deletion from the agreement: 3.2 or such later date.

#### **#BH-27/25**

Moved by P. Wing, seconded by G. Finnson that the motion #BH-26/25 be rescinded.

Carried.

**#BH-28/25**

Moved by G. Finnson, seconded by P. Borneman that the Belvedere Heights Board of Management sign the OHT Lead Agency agreement.

Carried.

**8.2 LSAA Declaration of Compliance**

Each year, Belvedere Heights signs an LSAA and a MSAA with the ministry, which are overarching contracts confirming our compliance with various outlined requirements. This specific declaration of compliance states that we have adhered to the provisions of the Connecting Care Act and any relevant compensation restraint legislation. Additionally, it confirms that any reports we submit are accurate and fully compliant with the terms of the agreement.

**#BH-29/25**

Moved by G. Finnson, seconded by C. Ward that on the recommendation of the Administrator, the Long-Term Care Home Service Accountability Agreement between Ontario Health and the HSP (Health Service Provider) effective April 1, 2023, as amended March 31, 2024 (the "Agreement") be approved for the Administrator's signature.

Carried.

Referred to the Administrator

**9.0 Committee Reports**

**9.1 Finance Committee – March 24, 2025**

**#BH-30/25**

Moved by D. Carmichael, seconded by C. Ward that on the recommendation of the Finance Committee, \$120K be allocated to the project cost and \$580K be allocated to the compliance fund from the \$700K returned by the owners be approved.

Carried.

**#B-31/25**

Moved by D. Carmichael, seconded by G. Finnson that on the recommendation of the Finance Committee, the 2025 Internal Operating Budget be approved.

Carried.

**#B-32/25**

Moved by D. Carmichael, seconded by D. Zulak that the minutes of the Finance Committee meeting held March 24, 2025, be received.

Carried.

**9.2 Governance and Partnerships Committee – no meeting held.**

**10.0 Standing Items:**

**10.1 Redevelopment Update**

**Infrastructure Ontario**

Progress is being made with Infrastructure Ontario to finalize agreements with three municipalities, with one completed, and Carling and McDougal in progress. The Administrator is addressing a final issue with insurance

documents. Once these are resolved and the two remaining financing agreements are signed, the project is set to move forward. The ministry has prepared documents for approval, expected soon, and everything must be submitted by Friday. Additionally, a planning grant approval has been received, and the next payment cycle will provide \$250,000. A summary of the new build has been shared with councils, and further distribution of this document is being arranged for transparency and clarity.

#### New Build Summary

The Board discussed a summary document highlighting Belvedere Heights' progress and current status, which was well-received and considered very helpful. There was agreement on distributing the document as a separate communication to municipalities. The summary was praised for bringing clarity. It was seen as a tool to reduce anxiety and foster understanding.

D. Carmichael will forward the document to Board members. Board members will forward to their municipalities for information.

10.2 Equity Diversity Inclusion – referenced earlier in the meeting under the Voice of the Resident regarding the QIP.

10.3 WPS OHT

J. Hanna thanked the Board for signing the Lead Agency Agreement.

#### **11.0 Other Reports**

11.1 Board Chair Report – no report.

11.2 Administrators Report – no report.

#### **12.0 Correspondence:**

12.1 Dr. Clarke's Retirement

Dr. Clark, who has been with Belvedere for over 30 years, is looking forward to a well-deserved retirement. He currently serves as both the medical director and attending physician. Dr. Frere, a former physician at the organization, will return as attending physician. Dr. Clark has expressed a desire to remain as medical director in the interim, with a potential NP stepping into the role in the future. Dr. Clark will stay on until September or October. In the meantime, Dr. Frere will oversee the medical care for residents in the Oak Home area. A retirement celebration will be planned after the summer. The Board acknowledged Dr. Clarke for his dedication and compassionate care he provided to Belvedere Heights residents over the past many years.

12.2 Whitestone Resolutions – received for information.

12.3 Planning Grant Approval – received for information.

#### **13.0 In-Camera**

#BH-33/25

Moved by C. Ward, seconded by J. Beleskey that the meeting move in-camera at 11:23 a.m.

Carried.





**District of Parry Sound West (Belvedere Heights)  
Board of Management Meeting  
Wednesday, April 23, 2025  
via Zoom**

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**Directors Present (voting):** Joe Beleskey  
Paul Borneman, Vice Chair  
Don Carmichael, Secretary/Treasurer  
Gail Finnsen  
Cheryl Ward  
Pamela Wing, Chair

**Director Regrets:** Debbie Zulak

**Staff Attending (non voting):** Kami Johnson, Administrator

**Staff Regrets:**

**Specially Invited (non voting):** Vicki Fang, HUB International  
Jim Hanna, West Parry Sound Health Centre  
Nicole Murphy, West Parry Sound Health Centre  
Donald Sanderson, West Parry Sound Health Centre  
Heidi Stephenson, West Parry Sound Health Centre

**1.0 Call to Order:** The Board Chair called the meeting to order at 8:59 a.m.

**2.0 Confirmation of Quorum:** A quorum was achieved.

**3.0 Conflict of Interest:** No conflicts were declared.

**4.0 Approval of Agenda:**

**#BH-36/25**

Moved by G. Finnsen, seconded by J. Beleskey that be it resolved that the Board of Management accepts the agenda as presented.

Carried.

**5.0 HUB International – V. Fang**

Cybersecurity Overview for Belvedere Heights:

- **Cyber Insurance Basics:**  
Also known as cyber liability or security insurance, it protects businesses from cyber threats like social engineering, data breaches, and ransomware.

- Key Threats:
  - *Social Engineering*: Tricks users into providing personal info, e.g., fake gift card links.
  - *Data Breach*: Unauthorized access to sensitive personal data (e.g., SIN, emails).
  - *Ransomware*: Locks access to data until a ransom is paid.
- Current Coverage:  
Belvedere Heights already has cyber coverage in place.
- Responding to Attacks:
  - Stay calm, act quickly.
  - Use antivirus software to scan/remove malicious content.
  - Disconnect internet and disable remote access during a suspected breach.
  - Report incidents to the insurance carrier or use the CFC mobile app for immediate support (response within 15 minutes).
- Common Claims:
  - *Theft of Funds*: Via hacked bank or transfer systems.
  - *Theft of Data*: Misuse of personal information.
- Prevention Tips:
  - Regular password updates (every 30–90 days), using strong passphrases.
  - Limit access to sensitive systems.
  - Use antivirus software to detect threats early.
  - Have an incident response plan in place.
- Final Note:  
Many still underestimate the need for cyber insurance, but it's essential due to the widespread use of digital communication and cloud storage.

#### Current Cyber Insurance Policy Overview

- Provider: CFC Underwriting Limited
- Policy Term: Annual, from Feb 11, 2025 – Feb 11, 2026
- Coverage: Worldwide (includes incidents while traveling)
- Limit: \$1 million for most covered items
- Retroactive Coverage: Back to Feb 11, 2018 (e.g., a January 2021 incident can still be claimed)
- Retention Period: First 8 hours of a cyber event are not covered, assuming minor issues can be handled by the IT provider

#### Coverage Details

- Covers events like hacking, ransomware, IT provider failures (e.g., improper antivirus installation or missed updates), and financial/data theft
- Claims can be made if a third-party failure contributes to a breach
- Full list of covered scenarios provided in a slide deck to be shared

#### Upgrade Options Discussed

- Additional coverage options at \$3 million or \$5 million limits
- The \$1 million policy is considered minimal by current standards due to increasing claims from phishing and ransomware
- Recommendation: V. Feng suggests \$3 million as a comfortable middle-ground
- Cost for \$3 million limit: \$10,500 annually + \$250 policy fee
- Coverage types remain the same—only the financial limits change.

The Board requested the Administrator provide a recommendation moving forward.  
Referred to K. Johnson

## **6.0 Voice of the Resident** – K. Johnson presented on the Willow flooring project and Dementia Care Programming & Sensory Interventions

### *Willow Flooring Project Update*

#### Project Highlights

- Completed in April, replacing old, dark, worn carpet with new vinyl flooring.
- Major transformation of the Willow Home area (ground floor), which was previously very dark.
- Received very positive feedback from residents, families, and staff — many noted a brighter, fresher atmosphere.

#### Impact on Staff and Residents

- Staff feel more energized and positive.
- Air feels fresher without the old carpeting.
- Residents enjoyed watching the process and love the new look.
- A former nursing desk area was removed, creating a new dance floor space for residents.

#### Project Challenges

- Took longer than expected due to difficulty removing old glued-down carpet and unlevel flooring, especially in the dining room.
- Required 56 bags of self-leveling concrete, sourced urgently from Barrie.
- Team worked long hours, starting at 5–6 a.m. and finishing by 8–9 p.m., to reduce disruption.

#### Temporary Adjustments

- Dining services were relocated temporarily (doorway dining, TV area, small dining room).
- Residents enjoyed the change, describing it as an "adventure" and even "al fresco dining."

#### Costs

- Project went \$10,000 over the original quote due to unanticipated flooring issues.
- The cost was deemed reasonable given materials, labor, and adjustments.

#### Maintenance & Safety

- New flooring is easier to clean, IPAC-compliant, and safer for mobility.
- Not slippery; features textured grip.
- Reduces effort for staff/residents using walkers, wheelchairs, or carts.

#### *Dementia Care Programming*

- A major 2024 priority is improving care for residents with dementia or cognitive impairment.

- Focus is on enhancing engagement, cognitive function, mood, and well-being through sensory-based activities.

#### Sensory Cart Initiative

- Marianne and the BSO (Behavioral Support Ontario) team acquired a \$6,000 fully funded sensory cart through an external proposal.
- Now in use (e.g., on the Willow Home area), offering activities like:
  - Textured objects for tactile engagement
  - Music-based stimulation
  - Other multi-sensory experiences

#### Benefits of Sensory Programming

- Stimulates neural pathways, potentially improving cognition and memory retention.
- Helps residents become more aware of their surroundings.
- Reduces isolation and loneliness by fostering engagement and socialization.
- Enhances overall mood and mental health.

#### Sensory Room Development

- A previously underused dental office was converted into a sensory room, complete with lights, music, and therapeutic activities.
- Residents and staff have given very positive feedback.

### 7.0 **Approval of Minutes:**

#### #BH-37/25

Moved by C. Ward, seconded by D. Carmichael that be it resolved that the minutes of the Board of Management meetings held March 26, 2025, be approved.

Carried.

### 8.0 **Matters Arising:**

#### 8.1 Build Update

- Project is progressing well, and the team is in good spirits.
- Thanks to the efforts of Amber's team, Tracy, and Quinn Construction, there's been a \$96,000 reduction in the overall project cost.
- The construction model has shifted from construction management to a stipulated sum contract — meaning a fixed price for the build.
- This fixed price includes a \$1.3 million contingency:
  - If not used, most of the contingency funds will be returned, operating like a reverse change order.
  - This structure ensures better cost control and savings.
- The final estimate of cost has been completed and is being submitted to the Ministry this week.
  - This is the last major requirement for regulatory compliance.
  - No unexpected issues — the process has gone smoothly.

## 8.2 Fundraising for FF&E (Fixtures, Furniture, and Equipment)

FF&E is not funded by the ministry, so all costs must be covered independently.

- A budget of \$650,000 has been allocated:
  - \$550,000 for FF&E.
  - \$100,000 for Bell Connect (likely IT infrastructure).
- Procurement Status:
  - Kami has held meetings with three furniture companies for quotes, supported by Amber's schematics to ensure functional and aesthetic alignment.
  - One supplier is 100% Canadian-made, with a history of successful use in past projects.
  - Quotes for beds, mattresses, lifts, etc., are being sourced from existing, trusted suppliers for consistency and safety.
- Department Coordination:
  - Dietary equipment quotes are being coordinated by Melissa.
  - IT equipment quotes will come from Near North Business Machines.
- Cost Savings:
  - Some existing furniture in excellent condition (e.g., desks from CSS) will be reused, reducing the need for new purchases in the admin space.
- Outlook:
  - The team hopes to come in under budget, depending on final quotes and reuse opportunities.
  - Fundraising options are being explored to help offset the costs.

## 8.3 Groundbreaking Ceremony – May 9, 2025

### Key Details:

- The ceremony is confirmed for May 9, with a tentative time of 1:00 PM to accommodate Ministry staff schedules (event will occur between 10 AM and 1 PM).
- The Minister of Long-Term Care will not attend, but MPP Graydon Smith and the parliamentary assistant will be present.
- The Minister's communications and operations directors are involved in planning.
- J. Hanna and Jess are coordinating logistics with the ministry and will support the event setup, including media and speaking arrangements.

### Preparations:

- P. Wing will prepare a quote for the official press release and may coordinate with J. Hanna to refine remarks.
- A quote may also be included from the resident or family council to reflect community excitement—K. Johnson is working on this, noting the resident council president is very enthusiastic.
- Signage requirements have been finalized and are in production with local printers. Backups are in place if needed.

### Construction Coordination:

- The symbolic "shovel in the ground" could align with the actual construction start date.
- Next construction site meeting is scheduled for the following Monday to finalize logistics.
- CSS move may occur between April 25 and May 5, which remains on track but is getting close to deadline.

## 8.4 IT Update

- Background materials on the IT project were included in the Board package.
- The Board had previously approved the IT migration strategy via email.
- No significant new updates, but the formal resolution included in the package now confirms and finalizes that prior approval.
- The update included:
  - Additional costs identified during the traffic study, which revealed infrastructure needs not previously anticipated.
  - These costs are reasonable and accounted for, and the overall strategy still results in long-term savings.
- Timeline & Implementation:
  - Transition supports both CSS operations and the new computer room, expected to be completed by October.
  - The new server will be located downstairs in a new computer area.

### #BH-38/25

Moved by G. Finnsen, seconded by C. Ward that the Board of Management approves an initial one-year contract with Near North Business Machines to complete the migration of all systems from West Parry Sound Health Centre, Community Support Services transition, and the final migration of all Belvedere Heights IT services to the new computer room in the fall of 2025 as well as ongoing support for all IT operations and Help Desk.

Carried.

## 8.0 New Business: none

## 9.0 Committee Reports

### 9.1 Finance Committee – April 2025

#### *Revenue Highlights*

- Year-to-date revenue is approximately \$246,000 over budget, due to:
  - One-time funding sources, including:
    - CCPN (nursing-related) funding (~\$42K) — revenue is matched by corresponding expenses.
    - Unexpected WSIB distribution (~\$94K) due to strong investment returns.
    - Anticipated ICIP funding (related to HVAC project) included in forecast but not yet in actuals.
- Forecasted revenue is \$491,000 above the original budget by year-end.
  - Note: Forecasts are based on only three months of actuals, with the rest projected.

#### *Expense Highlights*

- Nursing expenses are coming in under budget by \$130,000 year-to-date (combined nursing care and direct care).
- ICIP expenses (HVAC project) total \$169,000 year-to-date, with no revenue showing yet, though it is expected.



- CCPN and HINF expenses are appearing in non-subsidy expenses, and though unbudgeted, are offset by equal revenues (zero-sum).
- Overall expenses forecast to be \$385,000 under budget by year-end.
  - Primarily due to underspending in nursing departments.

## Conclusion

- While some revenue and expenses are unbudgeted due to their one-time nature, they balance out.
- The organization expects to fully meet the budget for the year.

## Balance Sheet & Envelope Summary

### Overall Financial Position

- As it's early in the fiscal year, the balance sheet reflects both the estimated prior year's surplus and the current year's performance.
- The organization has a healthy current ratio of \$1.89 in assets for every \$1 in liabilities, showing strong financial stability.
- Operating balance: ~\$1.3 million in surplus.

### Envelope & Budget Highlights

- Nursing envelope: \$125,000 surplus year-to-date.
- Raw food envelope: Performing better than expected; \$1,800 deficit vs. projected \$21,000 — though this is volatile and may change.
- Programs envelope: \$25,000 underspent — no concerns identified.
- Accommodations envelope: \$239,000 deficit; being offset by the \$250,000 levy, as planned.

### Capital Projects & Surplus

- HVAC project will be capitalized, which contributes to a larger-than-expected surplus (~\$600,000) due to:
  - Auditor adjustments, shifting expenses from operating to capital.
- This helps build a financial “war chest” to support:
  - Future capital needs (e.g., building upgrades).

### Community Support Services (CSS)

- Strong financial management amid relocation.
- Year-to-date \$222 surplus and \$35,000 projected surplus, likely to be reduced to near-zero by year-end for balanced reporting.
- Additional \$45,000 from grants and other revenues.

### Acknowledgements

- D. Carmichael recognized and thanked Heidi, Donald, and Denis for their significant work meeting tight deadlines and collaborating with Near North.

## 9.2 Governance and Partnerships Committee – no meeting held.

## 10.0 Standing Items:

### 10.1 Redevelopment Update: nothing to report

### 10.2 Equity Diversity Inclusion

1. Cultural Initiatives:
  - o The PSW Living Classroom has been working on cultural initiatives, including a Diversity Celebration on December 20th.
  - o Students engaged with residents, staff, and Indigenous leaders to develop Belvedere's Land Acknowledgement.
2. Land Acknowledgement Review:
  - o The final draft of the Land Acknowledgement was shared, having gone through review stages with Indigenous leaders to ensure accuracy.
  - o The Board was encouraged to consider formally sharing it at the beginning of each meeting.
3. Approach to Sharing at Meetings:
  - o Different boards have different practices: some read it aloud at the start of each meeting, while others just include it in the agenda. Reading aloud could also allow Board members to add personal reflections. This approach fosters a deeper connection and understanding.
4. Next Steps:
  - o The Land Acknowledgement will be placed on the May agenda for formal adoption.
  - o P. Wing agreed to read it at the May meeting and the Board will then decide on the future process.

### 10.3 WPS OHT

1. OHT's Accomplishments:
  - o The West Parry Sound OHT (the youngest in Ontario) achieved significant work in the past fiscal year, despite only having part of the year to complete their tasks. They worked diligently to meet the requirements of the Ministry of Health and Ontario Health.
2. Upcoming Fiscal Year:
  - o For the first time, the OHT will have a full fiscal year to carry out its work. They are in the process of creating their second-ever budget and will hold an important face-to-face meeting at the District Social Services Administration Office Boardroom on Monday.
3. Recommendation:
  - o J. Hanna recommended that the Belvedere Heights Board of Management invite Ellen Walker, the OHT Executive Director, to speak directly to the Board about the OHT's plans for the upcoming year instead of hearing it second-hand. K. Johnson and C. Ward are attending as the Board's voting member and governance observer, respectively, and may have additional insights.
4. New OHT Office Location:
  - o The OHT has secured the Beatty building (upstairs, facing James Street) for their office. They are in the process of doing leasehold improvements to make it operational. The OHT is currently working from a small, shared office space.
5. Financial Implications:
  - o The lease for the new office is budgeted for and part of the fiscal obligations already planned for.
6. Board's Thoughts:
  - o P. Wing agreed with the idea of inviting Ellen Walker to a future Board meeting, as it would provide an opportunity to hear about the OHT's achievements and future plans.
  - o The Board agreed that they will have more bandwidth now that some major projects are expected to be completed, making it feasible to accommodate the OHT discussion.

7. Next Steps:

- K. Johnson will arrange for Ellen Walker to speak at an upcoming meeting, with the focus on the OHT's achievements last year and its plans for the upcoming year.

**11.0 Other Reports**

11.1 Board Chair Report – no report.

11.2 Administrators Report

1. Critical Incidents (March): Two critical incidents were reported:
  - Influenza A outbreak (Feb 28–Mar 5), with two staff and five resident cases.
  - Allegation of staff-to-resident physical abuse, which led to changes in the abuse prevention program and quality planning. Both incidents were appropriately followed up with public health and OPP involvement.
2. Quality Improvement Plans:
  - Focus on person-centered language education and mandatory reporting with the Registered Nurses Association of Ontario.
  - Enhanced Gentle Persuasive Approach (GPA) training for staff to improve care delivery, particularly for night shifts.
  - Ongoing development of leadership and coaching for night shift staff and improvements in cart safety policies.
3. Living Classroom Proposal: A proposal was submitted for enhanced funding for the Living Classroom, including wraparound support for students and improvements to the training room and hours for educational staff.
4. Facility Updates:
  - Parker tubs replaced with Rhapsody tubs for consistency in resident care.
  - Improvements to the dietary serveries, including the removal of garbage chutes to save costs.
  - Enhanced lighting in the back parking lot and the replacement of the air conditioning in Oak Servery.
5. Nursing Week (May 12–18): Celebrations will include activities like daily prize draws, team-building games, and treats, with a focus on relationship-building.
6. Inspections and Injuries:
  - No Ministry of Long-Term Care inspections in April, but two Ministry of Labor inspections occurred following two critical injuries.
  - One involved a team member falling in the tub room (policy changes are being made around cart safety). The other involved a visitor's fall outside (discussions with the town are ongoing about sidewalk safety).
7. Health and Safety: Preparation for Ministry of Labor violence in the workplace blitz in June, with enhanced staff training and consultation.
8. Census: Two vacant beds due to recent resident deaths. Admissions are ongoing, with 87 individuals on the waitlist.
9. Grievance: One grievance filed regarding a termination, and upcoming negotiations for union agreements (CUPE, ONA) later this year.
10. Infection Control: Three outbreaks since January, including Influenza A and gastrointestinal (GI) outbreaks, with no new recommendations from the Ministry of Labor.
11. Vaccinations: Preparing for spring COVID and RSV vaccinations for residents.
12. Emergency Preparedness: Following a brief nurse call system outage, policies were updated, and backup devices were provided for residents, including hand-held bells and tambourines.

## **12.0 Correspondence:**

- 12.1 Funding for LTC IPAC Leads dates March 21, 2025
- 12.2 Policy #2025-26 LTC Staffing Increase Funding Policy dated April 1, 2025
- 12.3 As Part of Your Health: A Plan for Connected and Convenient Care
- 12.4 PSW Permanent Wage Enhancement

## **13.0 In-Camera**

### **#BH-39/25**

Moved by C. Ward, seconded by J. Beleskey that the meeting move in-camera at 10:45 a.m.  
Carried.

The Belvedere Heights Administrator position was discussed.

### **#BH-40/25**

Moved by C. Ward, seconded by D. Carmichael that the meeting move ex-camera at 11:10 a.m.  
Carried.

### **#BH-41/25**

Moved by J. Beleskey, seconded by C. Ward that the Board agrees to extend K. Johnson's contract to July 11, 2025, as required.  
Carried.

## **14.0 Adjournment**

There being no further business to conduct, the meeting terminated at 11:12 a.m.

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P. Wing, Chair

## BROADBENT SNOWBUGS COMMITTEE

To: The Council of the Township of McKellar

The McKellar Recreation Committee and Broadbent Snowbugs Committee will be celebrating Canada by holding a Barbecue and Fireworks on the Canada Day Long Weekend, Saturday, June 28, 2025, at the Broadbent Ballpark.

The Broadbent Snowbugs Committee will be raising funds to purchase the consumer fireworks for this event. Our committee will achieve the goal of raising \$1000.00 toward this purchase.

All residents of McKellar are welcome to attend the fireworks. To ensure a great fireworks display, we ask that the Council of the Township of McKellar donate toward the purchase of additional fireworks for this event. These over and above fireworks will ensure a fireworks display we can all be proud of. This donation would be recognized at the event and following.

We would also like to thank all sponsors, Recreation Committee, Township Staff and McKellar Firefighters for their support.

We look forward to a favorable response and hope to have you attend the celebrations of our great country.

Jennifer Haslam

Cathy Tiffans

Amy Kelly

M. Doherty

Wron Kaspian

Demetrius Stone

Shyland Barr

Broadbent Snowbugs Committee





**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NUMBER 2025-29**

**A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF MCKELLAR TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$3,000,000.00 TOWARDS THE COST OF HURDVILLE ROAD.**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

WHEREAS the Council of The Corporation Of The Township Of McKellar (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Work (the “Application”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Work(s);

WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) by the Ontario Land Tribunal pursuant to such regulation was not required;

WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the aggregate principal amount of \$3,000,000.00 dated June 16, 2025 and maturing on June 16,

2035, and payable in semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025 to 2035 commencing December 16, 2025, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MCKELLAR ENACTS AS FOLLOWS:

1. THAT for the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$3,000,000.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. THAT the Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$3,000,000.00 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. THAT the Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$3,000,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. THAT in accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. THAT the Debentures shall all be dated June 16, 2025, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.99% per annum and mature during a period of 10 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by June 16, 2035 and be payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025

to 2035, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. THAT payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. THAT interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. THAT in each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. THAT the Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. THAT the Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. THAT the Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. THAT the Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. THAT the Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. THAT the Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if

any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. THAT the cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. THAT reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. THAT except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. THAT the Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. THAT the money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. THAT subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on

such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. AND THAT this By-law takes effect on the day of passing.

Read a first and second time this 3rd day of June, 2025.

Read a third time and finally passed this 3rd day of June, 2025.

---

David Moore  
Mayor

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Karlee Britton  
Clerk/Administrator

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Schedule "A" to By-law Number 2025-29**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
2025-21	Hurdville Road	\$3,000,000.00	\$0.00	\$3,000,000.00	10 years



## Schedule “B” to By-law Number 2025-29

No. 2025-29

\$3,000,000.00

C A N A D A  
Province of Ontario  
The Corporation Of The Township Of McKellar

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### FULLY REGISTERED 3.99% AMORTIZING DEBENTURE

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THE CORPORATION OF THE TOWNSHIP OF MCKELLAR (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (June 16, 2035), the principal amount of

THREE MILLION DOLLARS

----- (\$3,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025 to 2035 commencing December 16, 2025, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (June 16, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.99% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation Of The Township Of McKellar as at the 16th day of June, 2025.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2025-29 of the Municipality duly passed on the 3rd day of June, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: June 16, 2025.

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

\_\_\_\_\_  
David Moore, Mayor

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

(Seal) \_\_\_\_\_  
Roshan Kantiya, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$3,000,000.00 dated June 16, 2025 and maturing on June 16, 2035 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025 to 2035 commencing December 16, 2025, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule “C” to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the “**Debenture**”) is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

June 16, 2025

Russell, Christie, LLP [no signature required]

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the payment dates commencing on December 16, 2025 and ending on June 16, 2035 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## **Definitions:**

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Schedule "C" to By-law Number 2025-29**

Loan.....: 3070

Name.....: McKellar, The Corporation Of The Township Of

Principal: 3,000,000.00

Rate.....: 03.9900

Term.....: 120

Matures...: 06/16/2035

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	12/16/2025	183,381.64	123,531.64	59,850.00	2,876,468.36
2	06/16/2026	183,381.64	125,996.10	57,385.54	2,750,472.26
3	12/16/2026	183,381.64	128,509.72	54,871.92	2,621,962.54
4	06/16/2027	183,381.64	131,073.49	52,308.15	2,490,889.05
5	12/16/2027	183,381.64	133,688.40	49,693.24	2,357,200.65
6	06/16/2028	183,381.64	136,355.49	47,026.15	2,220,845.16
7	12/16/2028	183,381.64	139,075.78	44,305.86	2,081,769.38
8	06/16/2029	183,381.64	141,850.34	41,531.30	1,939,919.04
9	12/16/2029	183,381.64	144,680.26	38,701.38	1,795,238.78
10	06/16/2030	183,381.64	147,566.63	35,815.01	1,647,672.15
11	12/16/2030	183,381.64	150,510.58	32,871.06	1,497,161.57
12	06/16/2031	183,381.64	153,513.27	29,868.37	1,343,648.30
13	12/16/2031	183,381.64	156,575.86	26,805.78	1,187,072.44
14	06/16/2032	183,381.64	159,699.54	23,682.10	1,027,372.90
15	12/16/2032	183,381.64	162,885.55	20,496.09	864,487.35
16	06/16/2033	183,381.64	166,135.12	17,246.52	698,352.23
17	12/16/2033	183,381.64	169,449.51	13,932.13	528,902.72
18	06/16/2034	183,381.64	172,830.03	10,551.61	356,072.69
19	12/16/2034	183,381.64	176,277.99	7,103.65	179,794.70
20	06/16/2035	183,381.60	179,794.70	3,586.90	0.00
		-----	-----	-----	
		3,667,632.76	3,000,000.00	667,632.76	



No. 2025-29

\$3,000,000.00

C A N A D A  
Province of Ontario  
The Corporation Of The Township Of McKellar

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FULLY REGISTERED 3.99% AMORTIZING DEBENTURE

---

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (June 16, 2035), the principal amount of

THREE MILLION DOLLARS

----- (\$3,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025 to 2035 commencing December 16, 2025, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (June 16, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.99% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation Of The Township Of McKellar as at the 16th day of June, 2025.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2025-29 of the Municipality duly passed on the 3rd day of June, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: June 16, 2025.

\_\_\_\_\_

David Moore, Mayor

(Seal) \_\_\_\_\_

Roshan Kantiya, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$3,000,000.00 dated June 16, 2025 and maturing on June 16, 2035 payable in equal semi-annual instalments of combined principal and interest on the sixteenth day of December and on the sixteenth day of June in each of the years 2025 to 2035 commencing December 16, 2025, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule “C” to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the “**Debenture**”) is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

June 16, 2025

Russell, Christie, LLP [no signature required]

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the payment dates commencing on December 16, 2025 and ending on June 16, 2035 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## **Definitions:**

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 3070  
 Name.....: McKellar, The Corporation Of The Township Of  
 Principal: 3,000,000.00  
 Rate.....: 03.9900  
 Term.....: 120  
 Matures...: 06/16/2035

Pay # Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1 12/16/2025	183,381.64	123,531.64	59,850.00	2,876,468.36
2 06/16/2026	183,381.64	125,996.10	57,385.54	2,750,472.26
3 12/16/2026	183,381.64	128,509.72	54,871.92	2,621,962.54
4 06/16/2027	183,381.64	131,073.49	52,308.15	2,490,889.05
5 12/16/2027	183,381.64	133,688.40	49,693.24	2,357,200.65
6 06/16/2028	183,381.64	136,355.49	47,026.15	2,220,845.16
7 12/16/2028	183,381.64	139,075.78	44,305.86	2,081,769.38
8 06/16/2029	183,381.64	141,850.34	41,531.30	1,939,919.04
9 12/16/2029	183,381.64	144,680.26	38,701.38	1,795,238.78
10 06/16/2030	183,381.64	147,566.63	35,815.01	1,647,672.15
11 12/16/2030	183,381.64	150,510.58	32,871.06	1,497,161.57
12 06/16/2031	183,381.64	153,513.27	29,868.37	1,343,648.30
13 12/16/2031	183,381.64	156,575.86	26,805.78	1,187,072.44
14 06/16/2032	183,381.64	159,699.54	23,682.10	1,027,372.90
15 12/16/2032	183,381.64	162,885.55	20,496.09	864,487.35
16 06/16/2033	183,381.64	166,135.12	17,246.52	698,352.23
17 12/16/2033	183,381.64	169,449.51	13,932.13	528,902.72
18 06/16/2034	183,381.64	172,830.03	10,551.61	356,072.69
19 12/16/2034	183,381.64	176,277.99	7,103.65	179,794.70
20 06/16/2035	183,381.60	179,794.70	3,586.90	0.00
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	3,667,632.76	3,000,000.00	667,632.76	



## **CERTIFICATE OF THE CLERK**

**To: Russell, Christie, LLP**

**And To: OILC**

IN THE MATTER OF an issue of a 10 years, 3.99% amortizing debenture of The Corporation Of The Township Of McKellar (the “**Municipality**”) in the aggregate principal amount of \$3,000,000.00 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2025-29 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Karlee Britton, Clerk/Administrator of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on June 03, 2025 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation Of The Township Of McKellar as at the 16th day of June, 2025.

[AFFIX SEAL]

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Karlee Britton, Clerk/Administrator

## **CERTIFICATE OF THE TREASURER**

**To:            Russell, Christie, LLP**

**And To:      OILC**

IN THE MATTER OF an issue of a 10 years, 3.99% amortizing debenture of The Corporation Of The Township Of McKellar (the “**Municipality**”) in the aggregate principal amount of \$3,000,000.00 for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2025-29 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Roshan Kantiya, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of such Capital Work(s).
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before June 16, 2025, I as Treasurer, signed the fully registered amortizing debenture numbered 2025-29 in the aggregate principal amount of \$3,000,000.00 dated June 16, 2025, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the **"OILC Debenture"**).
9. On or before June 16, 2025, the OILC Debenture was signed by David Moore, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said David Moore, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

**DATED** at The Corporation Of The Township Of McKellar as at the 16th day of June, 2025.

[AFFIX SEAL]

\_\_\_\_\_  
Roshan Kantiya, Treasurer

I, Karlee Britton, Clerk/Administrator of the Municipality do hereby certify that the signature of Roshan Kantiya, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

CORPORATION OF THE TOWNSHIP OF MCKELLAR  
BY-LAW NO. 2025-30

Being a By-law to Set Tax Ratios for Municipal  
Purposes for the Year 2025

**WHEREAS** the Municipal Act 2001, Sec 308 (2) & (3) state that a set of tax ratios for every municipality shall be established in accordance with this section and that the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential property class where the residential property class tax ratio is 1; and

**WHEREAS** the tax ratios determine the relative amount of taxation to be borne by each property class; and

**WHEREAS** the Municipal Act 2001, Sec 308(8) states that the tax ratio for a property class must be within the allowable range prescribed for the property class; and

**WHEREAS** Ontario Regulation 386/98 sets out Allowable Ranges for Tax Ratios;

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

- THAT** For the taxation year 2025, the tax ratio for property in:
  - the residential/farm property class is 1.0;
  - the commercial property class is 1.1;
  - the industrial property class is 1.1;
  - the farmlands property class is 0.25;
  - the managed forest property class is 0.25;
  - the multi-residential property class is 1.1
  - the aggregate extraction property class is 0.895077
- THAT** for the purpose of this By-law:
  - the commercial property class includes all commercial office property, shopping centre property and parking lot property;
  - the industrial property class includes all large industrial property;
- THAT** By-law No. 2025-04 is hereby repealed.
- THAT** This By-law shall come into force and take effect upon passage by Council.

**READ** a **FIRST** and **SECOND** time this 3<sup>rd</sup> day of June, 2025.

David Moore, Mayor

Karlee Britton, Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 3<sup>rd</sup> day of June, 2025.

David Moore, Mayor

Karlee Britton, Clerk/Administrator



CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2025-31

Being a By-law to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for the year 2025

**WHEREAS** Section 312 of the *Municipal Act, 2001, S.O. 2001, c.25 as amended*, provides that the Council of a local municipality, shall after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each rateable property class;

**AND WHEREAS** the 2025 general local municipality levy for all purposes has been set at \$ 4,486,045.51 and adopted by By-law 2025-20;

**AND WHEREAS** the tax ratios on all rateable property for the 2025 taxation year have been set by By-law 2025-30;

**AND WHEREAS** the rates on the property classes have been calculated pursuant to the provisioned of the Municipal Act and the manner set out herein:

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. THERE shall be levied and collected upon assessable rateable lands and buildings within the municipality, the following rates for the year 2025:

PROPERTY CLASS	MUNICIPAL	EDUCATION	TOTAL
Residential	0.00627563	0.00153000	0.00780563
Commercial	0.00690319	0.00880000	0.01570319
Industrial	0.00690319	0.00880000	0.01570319
Farmland	0.00156891	0.00038250	0.00195141
Managed Forest	0.00156891	0.00038250	0.00195141
Aggregate Extraction	0.00561717	0.00051100	0.00612817

2. **THAT** the amounts required to be levied and collected by this by-law shall be reduced by the amounts levied and collected by the interim tax levy authorized by By-law 2024-03 as amended;
3. **THAT** every owner of land shall be taxed according to the tax rates in this by-law and such tax shall become due and payable on September 1<sup>st</sup>, 2025;
4. On all taxes of the levy, which are in default on the 2<sup>nd</sup> day of September, 2025, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1<sup>st</sup> day of each and every month the default continues, until December 31, 2025.



5. On all taxes default on January 1, 2026, interest shall be added at the rate of 1.25 percent per month for each month or fraction thereof in which the default continues.
6. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and form part of such unpaid tax levy.
7. The Collector is hereby authorized to mail or cause to be mailed, in printed form (and electronic form where authorized by the property owner to deliver in such manner), the notice of taxes due to the address of the residence or place of business of the person to whom notice is required to be given.
8. Payment for the property taxes shall be remitted to the Treasurer/Tax Collector at the municipal office, in the manner of cash, cheque, electronic bill payment, debit card or interact e-transfer.
9. The Treasurer/Tax Collector is authorized to accept part payment from time to time on account of any taxes due and to give receipts from time to time on account of any taxes due, providing that the property tax account is not in tax sale proceedings.
10. This By-Law shall come into force and effect upon the date of the final reading thereof.

**READ a FIRST and SECOND** time this 3<sup>rd</sup> day of June, 2025.

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David Moore, Mayor

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Karlee Britton, Clerk/Administrator

**READ a THIRD** time and **PASSED in OPEN COUNCIL** this 3<sup>rd</sup> day of June, 2025.

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David Moore, Mayor

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Karlee Britton, Clerk/Administrator

**Ministry of Finance**

Provincial-Local Finance Division

Frost Building North  
95 Grosvenor Street  
Toronto ON M7A 1Z1

**Ministère des Finances**

Division des relations provinciales  
municipales en matière de finances

Édifice Frost nord  
95 rue Grosvenor  
Toronto ON M7A 1Z1



December 11, 2024

Dear Municipal Treasurer/Clerk-Treasurer:

I am writing to provide an update regarding the aggregate extraction property class for the 2025 taxation year.

As previously outlined in my letter of October 3, 2024, a new property class for aggregate extraction sites will come into effect on January 1, 2025. This class is reflected on the assessment roll that the Municipal Property Assessment Corporation (MPAC) has delivered to municipalities on December 10, 2024.

Municipal transition tax ratios and provincial education tax rates for the new class have been established to provide an overall \$6M tax reduction to properties in the aggregate extraction property class relative to the original 2024 tax level before the temporary aggregate extraction sub-class was implemented.

On a province-wide basis, the \$6M reduction is comprised of \$3M municipal tax and \$3M education tax. Municipalities overall will still benefit from the majority of the incremental tax revenues that resulted from the assessment methodology changes implemented by MPAC for these properties in 2024.

Regulations have been filed under the *Municipal Act, 2001* and the *Education Act* to implement the municipal property tax framework and education tax rates for the new class. These regulations are currently available on the provincial e-laws web-site.

The following are prescribed for the aggregate extraction property class:

- Ontario Regulation 510/24 sets the transition tax ratios for each municipality;
- Ontario Regulation 509/24 sets an allowable range for municipal tax ratios of 0.6 to 1.1;
- Ontario Regulation 511/24 sets a municipal levy restriction threshold of 2.63;
- Ontario Regulation 512/24 sets an education property tax rate of 0.511%.

The 2025 municipal tax ratio and education property tax rate framework for the aggregate extraction property class will be reflected in the Online Property Tax Analysis (OPTA) system. Should you have any questions concerning the OPTA system, please contact the OPTA help desk at 416-591-1110 or 1-800-998-5739.

Maintaining a close relationship with municipal partners remains critical as our government continues to build a strong Ontario. We look forward to continuing to work with you to ensure predictability and sustainability for municipalities and businesses.

If you have questions related to this update, please contact Diane Ross, Director, Property Tax and Assessment Policy Branch, Ministry of Finance, at [diane.ross@ontario.ca](mailto:diane.ross@ontario.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Freeman', is positioned above the printed name.

Ian Freeman, CPA, CMA  
Assistant Deputy Minister  
Provincial-Local Finance Division

**ontario REGULATION 385/98**  
**formerly under Municipal Act**

**TAX MATTERS — TRANSITION RATIOS AND AVERAGE TRANSITION RATIOS**

**Aggregate Extraction Property Class**

**13. For the 2025 taxation year, the transition ratios set out in Column 2 of the Table to this section are prescribed for the aggregate extraction property class for the municipalities set out opposite in Column 1 of the Table. O. Reg. 510/24, s. 3.**

**Table**

<b>Column 1</b> <b>Municipality</b>	<b>Column 2</b> <b>Transition Ratio</b>
Alberton, Township of	0.836165
Armour, Township of	0.822786
Armstrong, Township of	1.566162
Assiginack, Township of	0.626554
Atikokan, Township of	1.561999
Baldwin, Township of	0.895077
Barrie, City of	1.233846
Belleville, City of	1.952895
Black River-Matheson, Township of	2.140048
Blind River, Town of	0.938529
Bonfield, Township of	1.026084
Brant, County of	2.074951
Bruce, County of	1.422115
Bruce Mines, Town of	2.084762
Burk's Falls, Village of	1.155789
Callander, Municipality of	1.097301
Calvin, Township of	2.081886
Carling, Township of	1.785028
Central Manitoulin, Township of	0.978156
Chamberlain, Township of	0.866199
Chapple, Township of	1.614287
Chatham-Kent, Municipality of	1.655893
Chisholm, Township of	0.895077
Cochrane, Town of	1.579765
Coleman, Township of	2.034266
Conmee, Township of	1.423986
Dryden, City of	1.188764
Dufferin, County of	1.788852
Durham, Region of	1.646535
Ear Falls, Township of	2.023238
East Ferris, Municipality of	0.813706
Elgin, County of	1.810578
Elliot Lake, City of	1.200217
Essex, County of	1.580625
Fauquier-Strickland, Township of	0.630785
Fort Frances, Town of	2.099301
French River, Municipality of	1.322436
Frontenac, County of	0.813706
Gordon/Barrie Island, Municipality of	0.499616
Grey, County of	1.489896
Haldimand, County of	1.89382
Haliburton, County of	1.398029
Halton, Region of	1.701216
Hamilton, City of	2.44649
Hastings, County of	0.895077
Hilliard, Township of	0.895077
Hilton, Township of	0.895077
Hudson, Township of	0.682862
Huron, County of	0.895077
Huron Shores, Municipality of	1.009647
Iroquois Falls, Town of	1.800142

Jocelyn, Township of	0.857728
Johnson, Township of	1.169866
Joly, Township of	0.853253
Kapuskasing, Town of	1.224661
Kawartha Lakes, City of	1.095613
Kearney, Town of	0.716468
Kenora, City of	1.809886
Killarney, Municipality of	1.220003
Kingston, City of	2.140048
Kirkland Lake, Town of	3.093586
Laird, Township of	0.795073
Lake of the Woods, Township of	0.813706
Lambton, County of	1.666122
Lanark, County of	2.060008
Leeds and Grenville, United Counties of	1.473948
Lennox and Addington, County of	1.765743
London, City of	1.554179
Macdonald, Meredith and Aberdeen Additional, Township of	0.895077
Machar, Township of	0.773021
Magnetawan, Municipality of	0.895023
Marathon, Town of	1.830839
Markstay-Warren, Municipality of	1.373283
Mattawan, Township of	0.920839
McDougall, Township of	2.118735
<b>McKellar, Township of</b>	<b>0.895077</b>
McMurrich/Monteith, Township of	0.637132
Middlesex, County of	1.419999
Moonbeam, Township of	0.704588
Morley, Township of	0.895077
Muskoka, District Municipality of	0.895077
Nairn and Hyman, Township of	3.176562
Neebing, Municipality of	0.895077
Niagara, Region of	2.140048
Nipigon, Township of	1.223326
Nipissing, Township of	0.219538
Norfolk, County of	1.377524
North Bay, City of	1.139189
Northeastern Manitoulin and the Islands, Town of	1.44913
Northumberland, County of	1.708783
Oliver Paipoonge, Township of	1.799563
Ottawa, City of	2.09599
Oxford, County of	2.140048
Papineau-Cameron, Township of	1.654021
Parry Sound, Town of	1.23377
Peel, Region of	1.294635
Pelee, Township of	0.797351
Perry, Township of	0.589937
Perth, County of	1.602351
Peterborough, County of	1.255712
Plummer Additional, Township of	1.25563
Powassan, Municipality of	1.424042
Prescott and Russell, United Counties of	1.991052
Prince Edward, County of	1.130645
Quinte West, City of	1.990326
Renfrew, County of	2.007336
Ryerson, Township of	1.036092
Sables-Spanish Rivers, Township of	1.372479
Sault Ste. Marie, City of	3.453236
Seguin, Township of	1.839671
Shuniah, Township of	2.140048
Simcoe, County of	0.970345
Sioux Lookout, Municipality of	2.140048

South Algonquin, Township of	2.140048
Spanish, Town of	0.895077
St. Joseph, Township of	0.895077
Stormont, Dundas and Glengarry, United Counties of	1.679029
Strong, Township of	1.033736
Sudbury, City of Greater	2.809508
Tarbutt, Township of	1.478749
Tehkummah, Township of	0.822425
Temiskaming Shores, Town of	1.860432
The Archipelago, Township of	0.917291
The North Shore, Township of	0.895077
Thunder Bay, City of	1.929164
Timmins, City of	2.034266
Val Rita-Harty, Township of	0.975471
Waterloo, Region of	1.586727
Wawa, Township of	1.424719
Wellington, County of	1.952895
West Nipissing, Municipality of	1.191361
Whitestone, Municipality of	0.813706
York, Region of	1.337082

O. Reg. 510/24, s. 3.

**13.,14.** Revoked: O. Reg. 575/22, s. 10.

**15.,16.** Revoked: O. Reg. 22/18, s. 2.

**17.** Revoked: O. Reg. 575/22, s. 10.

**Table 1 Revoked: O. Reg. 22/18, s. 3.**

**Tables 2-7 Revoked: O. Reg. 56/10, s. 9.**





# ITEM 22.1

## 22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
		Deerfield-Bay Road Upgrades	Public Works & Administration	No response from the Association, project on hold.
		Stoney Road, Dockside Drive and Bruce Trail (Fire Route 152, 152A, 152B) Road Upgrades	Public Works & Administration	Road studies completed. Project on hold so that the Association can inform their residents of the project; future information meeting to be held.
		Hurdville Road Reconstruction	Public Works & Administration & Finance	Tender to be released shortly, reconstruction to be scheduled for Summer 2025.
Mar. 7/23	<b>23-204</b>	By-law 2023-23 Being a By-law to Regulate Dogs in the Township	By-law Enforcement	By-law deferred at Dec. 19/23 meeting. BLEO to make updates and present to Council at a future meeting.
Jul. 4/23	<b>23-470</b>	Re-name Hart Road (formerly Fire Route 306)	Administration	Residents on road have been contacted; they are coming up with another name.
Jan. 9/24	<b>24-013</b>	Purchase and Circulation of Transfer Station Permits	Administration	Cards will be circulated with the final tax bill in July.
Jan. 9/24	<b>24-017</b>	By-law 2024-03 Adopt a Human Resources Policy	Administration	By-law being reviewed by staff.
Feb. 7/24	<b>24-080</b>	By-law 2024-15 Being a By-law to Amend the Parking By-law (with respect to fees)	By-law Enforcement	Report to Council with area Municipality fees.
Mar. 1/24	<b>24-107</b> <b>25-194</b>	Quotations for Playground Equipment for Broadbent Ball Park	Administration	Staff looking into other play equipment options after feedback from area parents. Staff continuing to search for grant funding.
Mar. 19/24	<b>24-160</b>	New Fees & Charges By-law	Administration & Finance	Draft By-law to be reviewed during Committee of the Whole on June 3, 2025.
Sept. 3/24		Review Cemetery By-law	Administration	Draft By-law to be reviewed during Committee of the Whole on June 3, 2025.
Mar. 4/25		Add to greeting message that calls are recorded	Administration	Report to Council being drafted.







May 15, 2025

## In This Issue:

- AMO releases *Engaging Youth in Local Democracy* report.
- AMO resources to support your classroom engagement.
- New Health and Safety Water Stream fund.
- Nominations open for Medal of Distinction in Public Administration.
- One spot remaining for AMO Rural Healthy Democracy Forum!
- AMO 2025 Conference - Ontario's premier municipal event.
- MMAH has opened its Request for Delegations for AMO 2025 - Now open.
- Showcase your innovation - Submit your projects for the PJ Marshall Awards.
- Before you know it, it's August! AMO 2025 Conference trade show selling out fast!
- Teeny Tiny Summits 2025 - Don't miss these important community building events.
- Virtual Net-Zero Workshop is one month away.
- RailCan proximity survey live until June 1.
- Humber Polytechnic Emergency Management Symposium - June 6, Toronto.
- Ontario Bike Summit.
- Net-Zero Communities Accelerator Program coming to Ontario.
- Careers.

## AMO Matters

Improving the health of local democracies requires a renewed focus on engaging young people in our communities. Through AMO's Healthy Democracy Project and in partnership with Apathy is Boring, we've developed a new [Engaging Youth in Local Democracy](#) resource that will help you learn how to better engage youth in your communities with actionable strategies and tactics for elected officials, municipalities, and public sector organizations.

[AMO's Municipal Rep Day program](#) provides AMO's members with a set of resources they can use when visiting classrooms in their communities. Resources and guides for teachers and elected officials can support a productive and engaging visit with students and help ignite interest in local government with future voters and community leaders.

## Provincial Matters

Intake is open for Ontario's new Health and Safety Water Stream fund to help municipalities and First Nations build, repair and expand aging water infrastructure. [Apply now!](#)

Nominations are open for the Lieutenant Governor's Medal of Distinction in Public Administration, Ontario's highest honour for public service. [Nominate a colleague](#) from your municipality by June 27,

## Education Opportunities

Partnering with the Rural Ontario Municipal Association (ROMA), AMO's Rural Healthy Democracy Forum will bring together municipal and sector leaders, academics and experts for insightful discussions on the state of democracy in rural Ontario. [Register today for the only remaining spot!](#)

AMO's 2025 Annual Conference is back in Ottawa. In this unprecedented time, coming together with municipal, provincial and key sector partners is more important than ever. [Register for AMO 2025](#) and [book your accommodations today](#).

Delegation meetings with Cabinet Ministers are a key feature of the AMO Conference experience. These meetings are a unique opportunity for your council to engage with Ministers, Parliamentary Assistants and senior Ontario Government officials on local matters that impact your municipality. [Request your delegation meetings now](#). A reminder that the Ministry of Municipal Affairs and Housing is your contact for the delegation meetings.

The Peter J. Marshall Municipal Innovation Award celebrates municipal governments in Ontario showcasing innovation in approaches to services, facilities, and infrastructure better for Ontarians. View full details [here](#).

Connect with over 3,000 of Ontario's municipal leaders representing Ontario's 444 municipalities and a \$68 billion sector at the AMO 2025 Conference in Ottawa this August. Click [here](#) to download the Exhibitor Package and [here](#) for the Sponsorship Package. Limited space available.

ROMA in partnership with the Minister of Rural Affairs, are happy to share the 2025 Teeny Tiny Summit line-up. These compelling events are designed with innovation in mind for Ontario's rural communities. Registration and information is available for the Summit in [Strathroy-Caradoc - June 18](#).

## **LAS**

LAS' virtual net zero workshop is only a month away. Mark June 18 in your calendar to discover how you can cut energy costs, boost savings and incorporate low carbon initiatives in your municipal buildings. [Register today](#).

## **Municipal Wire\***

The Railway Association of Canada is asking municipalities to [complete a survey](#) on the modernization of the proximity guidelines of land close to railway operations. More information on the [RailCan website](#).

Join [Humber Polytechnic Broadcast-Broadband Convergence B2C Lab](#) in a one-day free informational symposium on June 6 to present emerging emergency communications technologies using the ATSC 3.0 broadcast communications system. There are new solutions using broadcast that can bolster risk mitigation strategies for municipalities while offering enhanced capabilities. [Register today!](#)

The [Ontario Bike Summit](#), Canada's largest cycling and active transportation conference, will be in Windsor from May 27-29. Be inspired by success stories including enhancing infrastructure and design, citizen safety and economic development.

Small and mid-sized Ontario municipalities are invited to [submit an expression of interest](#) to participate in Quest Canada's Net-Zero Communities Accelerator program by June 13.

## **Careers**

[Two Senior Advisor Roles - Association of Municipalities of Ontario \(AMO\)](#). Closing Date: May 23, 2025.

[Manager, Parks and Outdoor Recreation - City of Kingston](#). Closing Date: May 14, 2025.

[Manager, Affordable Housing - City of Kingston](#). Closing Date: June 1, 2025.

[Chief Administrative Officer - Town of Kapuskasing](#). Closing Date: June 2, 2025.



May 22, 2025

### In This Issue:

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- Investing in an uncertain market - a municipal update.
- Risk webinar: The Litigation Process: A Municipal Perspective.
- Virtual Net-Zero Workshop: Space still available.
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### Provincial Matters

The Ministry of Energy and Mines strongly encourages municipal CAOs and permitting staff to join the Designated Broadband Projects workshops: [May 28: Running Line & Aerial Proposals](#) and [May 29: Asset Management Planning & Causal Costs](#).

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## ONE Investment

In a time of market fluctuation and political uncertainty, municipal investors should have a thoughtful long-term investment strategy. [This timely update](#) from ONE Investment and PH&N Institutional will address these challenges/opportunities.

## LAS

IPE and LAS are pleased to present Rose Muscolino, Partner at Weaver Simmons LLP, for a [comprehensive session on June 24](#), on the litigation process, from the initial notice of a claim to trial.

LAS' virtual net zero workshop is less than a month away. Mark June 18 in your calendar to discover how you can cut energy costs, boost savings and incorporate low carbon initiatives in your municipal buildings. [Register today](#).

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## Careers

[Two Senior Advisor Roles - Association of Municipalities of Ontario \(AMO\)](#). Closing Date: May 23, 2025.

[Vice President, Legal and General Counsel - Bluewater Power](#). Closing Date: May 29, 2025.

[General Manager, Social Services Division - County of Lambton](#). Closing Date: June 8, 2025.

[Water Resources Engineer - Lower Trent Conservation](#). Closing Date: June 13, 2025

[Assistant Deputy Minister, Customer Care - Ministry of Public and Business Service Delivery and Procurement](#). Closing Date: June 17, 2025.

[Senior Procurement Officer - Town of Newmarket](#). Closing Date: June 10, 2025

[Program Specialist, Rural Economic Development - Durham Region](#). Closing Date: May 31, 2025.

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## About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

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## AMO Contacts

[AMO Watchfile](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

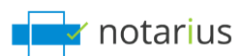
[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#)

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)



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\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.





## The Corporation of The Township of The Archipelago Council Meeting

**Agenda Number:** 15.4.

**Resolution Number** 25-082

**Title:** Federation of Ontario Cottagers' Associations (FOCA) - Call to Action: Save the Lake Partner Program

**Date:** Friday, May 23, 2025

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**Moved by:** Councillor MacLeod

**Seconded by:** Councillor Cade Fraser

**WHEREAS** fresh water is our most precious and valuable resource—supporting biodiversity, recreation, property values, and a key economic driver of The Township of The Archipelago's (The Archipelago) economy, and

**WHEREAS** the Lake Partner Program (LPP) provides critical services to community volunteer water testing programs in The Archipelago, and

**WHEREAS** the LPP maintains one of the largest long-term databases on water quality for freshwater lakes, and

**WHEREAS** the data is essential for research and analysis conducted by universities, government, community groups, and scientists through a proven, cost-effective model of citizen science.

**NOW THEREFORE BE IT RESOLVED** that The Archipelago supports the Lake Partner Program (LPP) that leverages thousands of volunteer hours to strengthen community engagement and safeguard Ontario's lakes; and

**FURTHER BE IT RESOLVED** that The Archipelago strongly urges the Province to confirm a new 5-year agreement between the Federation of Ontario Cottagers' Associations (FOCA) and the Ontario Ministry of the Environment, Conservation and Parks (MECP); and

**FINALLY BE IT RESOLVED** that this resolution be sent to the Hon. Doug Ford, Ontario Premier; Hon. Todd McCarthy, Ontario Minister of the Environment, Conservation & Parks; Hon. Graydon Smith, MPP



Parry Sound Muskoka; Chief Adam Pawis, Shawanaga First Nations; West Parry Sound Mayors and Presidents of Ratepayer Associations.

**Carried**



The Corporation of The Township of The Archipelago  
Council Meeting

**Agenda Number:** 15.7.  
**Resolution Number** 25-086  
**Title:** Bill 5, Protect Ontario by Unleashing our Economy Act, 2025  
**Date:** Friday, May 23, 2025

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**Moved by:** Councillor Barton  
**Seconded by:** Councillor Manners

**WHEREAS** the Government of Ontario has introduced Bill 5: Protecting Ontario by Unleashing Our Economy Act, 2025, which proposes significant changes to environmental legislation, including the replacement of the Endangered Species Act, 2007 with the significantly weaker Species Conservation Act, 2025, and would grant the Premier and Cabinet unprecedented powers to override provincial and municipal laws – including laws that protect public health, farmland, and the natural systems that safeguard communities from extreme weather events; and

**WHEREAS** The Township of The Archipelago's strategic priorities include protecting and preserving our unique and high-quality natural environment, and delivering municipal services in a responsible, sustainable, cost-effective, and efficient manner; and

**WHEREAS** The Township of The Archipelago supports the goals of responsible economic growth and increased housing supply; and

**WHEREAS** nature is not red tape – it is the economic driver of our region, and is central to Canadian culture, identity, and economy; protecting nature is essential for building resilient communities and upholding the sovereignty and stewardship of Indigenous peoples; and

**WHEREAS** Bill 5 will undermine critical environmental, species, and heritage protection laws, introducing significant economic, environmental, social, and cultural uncertainty, endangering Ontario's 249 at-risk species, and potentially infringing on the legal and constitutional rights of the Ontario public – especially Indigenous communities that are disproportionately affected by such actions;

**NOW THEREFORE BE IT RESOLVED** that the Council for the Township of The Archipelago hereby

opposes the provisions in Bill 5 that would undermine environmental safeguards, Indigenous rights, or local planning authority, and urge the Province to withdraw the Bill; and

**FURTHER BE IT RESOLVED** that Council urges the Province of Ontario to pursue housing and infrastructure development through policies that maintain robust environmental protections and respect local planning regimes; and

**FINALLY BE IT RESOLVED THAT** this resolution be sent to The Honourable Doug Ford, Premier of Ontario; The Honourable Sylvia Jones, Deputy Premier; The Honourable Rob Flack, Minister of Municipal Affairs and Housing; The Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks; The Honourable Prabmeet Singh Sarkaria, Minister of Transportation; The Honourable Stephen Lecce, Minister of Energy and Mines; The Honourable Graydon Smith, MPP Parry Sound-Muskoka; The Association of Municipalities of Ontario (AMO); The Federation of Northern Ontario Municipalities (FONOM); The Northwestern Ontario Municipal Association (NOMA); and all Ontario municipalities; Chief Adam Pawis, all Township of The Archipelago Ratepayer Associations; and to other environmental organizations.

**Carried**

May 15, 2025

## **MEDIA RELEASE**

### **FONOM Applauds “Tariff and Northern” Focus of 2025 Ontario Budget**

**Temiskaming Shores, ON** – The Federation of Northern Ontario Municipalities (FONOM) is encouraged by the Province's 2025 Budget, tabled today by Ontario's Minister of Finance, the Honourable Peter Bethlenfalvy. FONOM believes this year's Budget reflects a "Tariff and Northern" approach, offering a strong foundation for future growth and investment in Ontario's North.

FONOM is particularly pleased to see an increase in the funding envelope for the Connecting Link Program and the creation of a new special fund to support major infrastructure projects along connecting links of regional and national significance. Additionally, introducing a dedicated Pothole Fund for smaller northern and rural communities is a welcome and practical investment in road safety and reliability.

The Province's recommitment to completing the twinning of Highway 69, with ongoing land acquisitions, is another critical step in improving Northern transportation. While no construction dates were announced for the long-anticipated 2+1 highway initiative, first proposed in November 2022, FONOM is encouraged that the Province no longer refers to the need for a pilot project, suggesting progress in implementation.

Further positive developments in the Budget include funding for GO Transit refurbishments that will directly benefit Thunder Bay and the Nipissing District, and targeted financial support for Northern Colleges in the 2025-2026 fiscal year. FONOM also welcomes the Province's continued investment in skilled trades, particularly supporting the Mining, Forestry, and Industrial sectors vital to the northern economy.

Notably, expanding the Provincial definition of "Northern Ontario" to include the District of Muskoka marks a significant shift. FONOM welcomes this change and looks forward to working collaboratively with Muskoka on shared priorities that benefit the broader northern region. The continued growth of the Northern Ontario Heritage Fund Corporation (NOHFC) is another

1-2

positive signal of the government's commitment to long-term regional development.

*"Today's Budget sends the right signals to communities across the North," said FONOM President Danny Whalen, "we're seeing tangible investments in infrastructure, transportation, education, and economic development. While there's still work to be done—particularly on the 2+1 highway—this Budget makes us optimistic."*

FONOM looks forward to continued collaboration with the Province as these commitments are implemented.

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and strive for improved legislation respecting local government in the North. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.



President Danny Whalen

705-622-2479

**Council Meeting**

**Motion #** 05/14/2025 - 14  
**Title:** Bill 5, Protect Ontario by Unleashing our Economy Act  
**Date:** Wednesday, May 14, 2025

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**Moved by:** Jennifer Prenger

**Seconded by:** Beth Blackwell

Whereas the Ontario government has fast-tracked Bill 5, Protect Ontario by Unleashing our Economy Act, 2025 (Bill 5), such that it was referred to the Standing Committee on the Interior on May 6, 2025, after being first read on April 17, 2025, and

Whereas the written submission deadline for participation on Bill 5 is May 26, 2025, at 6:00 PM (EDT), and

Whereas Bill 5 would enact the Special Economic Zones Act, 2025; amend/repeal the Endangered Species Act, 2007 and replace it by enacting the Species Conservation Act, 2025; and amend various Acts including the Ontario Heritage Act, the Mining Act, the Ontario Energy Board Act, 1998, and the Electricity Act, 1998 and to revoke various regulations in relation to development and procurement, and

Whereas Bill 5 will allow the Lieutenant Governor in Council to create zones anywhere in Ontario where municipal and provincial laws will not apply, and where projects or proponents can be exempted from requirements under provisions of an Act or of a regulation, including environmental and heritage laws, and

Whereas the provisions of Bill 5 as written include anti-democratic principles and risks undermining civil liberties, Indigenous rights, the environment and local government oversight, and

Whereas the Municipality of Kincardine believes that the provincial priorities of housing, resource development and economic development can be achieved without subverting existing laws, undermining municipal authority, threatening the environment, restricting industry growth, or undermining informed consent with Indigenous communities; now therefore be it

Resolved that the Council of the Municipality of Kincardine hereby opposes Bill 5; and  
That Council formally express its opposition to Bill 5 in favour of preserving democracy, transparency, accountability, the environment, civil liberties, and Indigenous rights; and

That Council encourage the province to prioritize democratic principles and governance systems that support responsible development, environmental preservation, and acknowledge our responsibility to future generations; and

That Council formally request that the Ontario government reject Bill 5; and

That a copy of this motion be forwarded to the Honourable Doug Ford, Premier of Ontario, ; the Honourable Stephen Lecce, Minister of Energy and Mines; MPP Lisa Thompson; all Ontario municipalities; the Association of Municipalities of Ontario; and the Standing Committee on the Interior.

**Carried.**

Jennifer Lawrie

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Clerk

**Ministry of Natural Resources**

Development and Hazard Policy  
Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses naturelles**

Direction de la politique d'exploitation des  
ressources et des risques naturels.  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

May 27, 2025

Subject: Reintroduction of the *Geologic Carbon Storage Act*

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Hello,

Over the past three years, the Ministry of Natural Resources has been taking a measured and phased approach to enabling and regulating geologic carbon storage in Ontario. Carbon storage is new to the province, and developing a comprehensive framework to regulate this activity would help ensure that it is done responsibly, with measures in place to safeguard people and the environment.

Geologic carbon storage (further referred to as carbon storage) involves injecting captured carbon dioxide (CO<sub>2</sub>) into deep geological formations for permanent storage. This technology could provide industries in Ontario with a critical tool for managing their emissions and contributing to the achievement of Ontario's emissions reduction targets.

On November 25, 2024, the Resource Management and Safety Act, 2024 was introduced in the Ontario legislature. This Act included a proposed *Geologic Carbon Storage Act*. The legislature was dissolved on January 28, 2025, and all incomplete business was terminated.

We are writing to notify you that today, the Bill was reintroduced in the legislature. The suite of proposed changes remains the same as what was introduced in November 2024, aside from a small number of administrative updates made to provide clarity.

The original proposal can be accessed through the Environmental Registry/Regulatory Registry: <https://ero.ontario.ca/notice/019-9299>.

If you would like more information or have any questions, please contact Andrew Ogilvie, Manager of Resources Development Section, at 705-761-5815 or through email: [Resources.Development@ontario.ca](mailto:Resources.Development@ontario.ca).

Sincerely,



Jennifer Keyes  
Director, Development and Hazard Policy Branch







Belvedere Heights

# ANNUAL INFORMATION MEETING

Belvedere Heights Board of Management is hosting its Annual Information Meeting members of the public are welcome to attend.



**June 18<sup>th</sup> at 3:00pm**

**Please join us virtually at the link provided**

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**Microsoft Teams** [[aka.ms](#)][Need help?](#)

[[teams.microsoft.com](#)][Join the meeting now](#)

Meeting ID: 235 919 794 159 0

Passcode: jB6Jf69T

Regards,

Kami Johnson  
Administrator

[kjohnson@belvedereheights.com](mailto:kjohnson@belvedereheights.com)