

Corporation of the Township of Chisholm

*Municipal Office/Council Chambers: 2847 Chiswick Line, Powassan, Ont. P0H 1Z0
Phone (705)724-3526 - Fax (705)724-5099 info@chisholm.ca*

AGENDA COUNCIL MEETING TUESDAY, JANUARY 27, 2026 7:00 PM

1. CALL TO ORDER & ACKNOWLEDGE FIRST NATIONS PEOPLES AND LAND

"We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Metis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care for, and teachings about, our earth and our relations. May we continue to honor these teachings."

2. NOTIFICATION OF PECUNIARY INTEREST

3. ADOPTION OF AGENDA

4. ADOPTION OF MINUTES – January 13, 2026 Regular Council Meeting

5. APPROVAL OF ACCOUNTS

6. PRESENTATION AND DELEGATIONS

7. OPEN FORUM

8. MAYOR STAFF COMMITTEE AND GOVERNMENT REPORTS

(a) Mayor and Council Reports

- Mayor – General Update

(b) Staff Reports

- Final Report and Map Acceptance Notice, CWFPP (Encl.) Full document, and presentation by Fire Chief to follow at later date

(c) Committee Reports

- Powassan and District Union Public Library Board minutes of December 15, 2025 (Encl.)
- Powassan and District Union Public Library Board draft minutes of January 19, 2026 (Encl.)

(d) Correspondence

- Ministry of Food & Agribusiness – AIA Guidance Document (Encl.)
- Northwatch, Brennain Lloyd- Transportation of Radioactive Waste (Encl.)
- AMO – Second Intake of Rural Ontario Development Program Open (Encl.)
- Crime Stoppers, request to amplify awareness 2026 (Encl.)

9. REVIEW BUDGET REPORT

10. PUBLIC WORKS REPORTS

11. NEW BUSINESS

- (a) By-law 2026-05, Being a by-law to execute an Ontario Transfer Payment Agreement for the Ontario Pothole Prevention and Repair Program (Encl.)
- (b) Formal Statement of Opposition to Conservation Authority Consolidation, Resolution (Encl.)
- (c) IC&I Sources – Recycling Collection, contract collection costs ongoing discussion (Encl.)

12. ADJOURNMENT

- (a) By-law 2026-06 being a By-law to confirm the proceedings of the Council meeting.
- (b) Resolution re: Adjournment.

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MINUTES
COUNCIL MEETING
TUESDAY, JANUARY 13, 2026 7:00 PM

1. CALL TO ORDER & ACKNOWLEDGE FIRST NATIONS PEOPLES AND LAND

"We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Metis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care for, and teachings about, our earth and our relations. May we continue to honor these teachings."

The meeting was called to order by Mayor Gail Degagne, in Council Chambers at 7:02 p.m., with Councillors, Bernadette Kerr, Claire Riley, Nunzio Scarfone, and Paul Sharp. Staff member present was CAO Lesley Marshall and OS Shawn Hughes.

2. NOTIFICATION OF PECUNIARY INTEREST

3. ADOPTION OF AGENDA

Resolution 2026-01 Paul Sharp and Claire Riley: Be it resolved that the Agenda for this meeting be adopted as printed. **'Carried'**

4. ADOPTION OF MINUTES – December 9, 2025 Regular Council Meeting

Resolution 2026-02 Nunzio Scarfone and Bernadette Kerr: Be it resolved that the Minutes of the December 9, 2025 Regular Council Meeting, be adopted as printed and circulated. **'Carried'**

5. APPROVAL OF ACCOUNTS – December 2025

Resolution 2026-03 Claire Riley and Paul Sharp: Be it resolved that the December 2025 Payroll in the amount \$48,700.01, and the December General Accounts Report in the amount of \$\$201,772.91, paid in accordance with the approved budget and delegated authority, be received. **'Carried'**

6. PRESENTATION AND DELEGATIONS

7. OPEN FORUM

8. MAYOR STAFF COMMITTEE AND GOVERNMENT REPORTS

- (a) Mayor and Council Reports
 - Mayor – General Update on the following: ROMA, Rec Com. Cards, Powassan Library, DRAFT Official Plan, Cameras, and Recycling.
- (b) Staff Reports
 - Tax Arrears Report (Encl.)
- (c) Committee Reports
 -

(d) Correspondence

- Letter from The Steel Rails Group (Encl.)
- Resolution support Township of Perry, exempt HST/GST for new homes (Encl.)

Resolution 2026-04 Bernadette Kerr and Paul Sharp: Be it resolved that the Mayor, Staff, Committee and Correspondence reports be received. ‘Carried’

9. REVIEW BUDGET REPORT – Printed January 8, 2026

Resolution 2026-05 Claire Riley and Bernadette Kerr: Be it resolved that the Budget Report printed January 8, 2026, be received. ‘Carried’

10. PUBLIC WORKS REPORTS

(a) Memo to Council from OS Shawn Hughes Re: Activity Report (Encl.)

Resolution 2026-06 Paul Sharp and Bernadette Kerr: Be it resolved that the Activity Report from Operations Superintendent Shawn Hughes, dated November 22, 2025 to January 9, 2026, be received. ‘Carried’

11. NEW BUSINESS

(a) By-law 2026-01, Being a by-law to borrow (Encl.)

Resolution 2026-07 Claire Riley and Bernadette Kerr: Be it resolved that By-Law 2026-01, being a by-law to authorize temporary borrowing during the 2026 fiscal year, be read a first, second, and third time, and passed this 13th day of January 2026. ‘Carried’

(b) By-law 2026-02, Being a by-law for interim tax levy 2026 (Encl.)

Resolution 2026-08 Nunzio Scarfone and Paul Sharp: Be it resolved that By-law 2026-02 being a By-law to provide an Interim Tax Levy and the Payment of Interim Taxes for the year 2026, be read a first, second and third time and be passed this 13th day of January, 2026. ‘Carried’

(c) By-law 2026-03, Being a by-law to execute an Ontario Transfer Payment Agreement for the Fire Protection Grant. (Encl.)

Resolution 2026-09 Bernadette Kerr and Paul Sharp: Be it resolved that By-law 2026-03, being a by-law authorize the Mayor and CAO Clerk-Treasurer to execute an Ontario Transfer Payments agreement for the Fire Protection Grant, be read a first, second, and third time, and passed this 13th day of January, 2026. ‘Carried’

(d) Discussion Landfill Operating hours

Resolution 2026-10 Claire Riley and Nunzio Scarfone: Be it resolved that the landfill hours be modified to 9am – 2pm Wednesdays, 9am-4pm Saturdays, and that this change be circulated on the website, social media and in mail communication, in advanced of the transition. ‘Carried’

(e) Road Safety Complaint Re: Village Road (Encl.)

Resolution 2026-11 Paul Sharp and Bernadette Kerr: Be it resolved the road safety complaint regarding the north end of Village Road, that was submitted by email on December 9th, 2025, be received, and that Council direct staff to investigate the mentioned avenues for safety improvements and report to Council regarding next step recommendations. ‘Carried’

(f) Discussion Finance Committee dates

Resolution 2026-12 Claire Riley and Paul Sharp: Be it resolved that the Council of the Township of Chisholm, scheduled the Finance Committee Meetings, to discuss the 2026 Budget, for the following dates: January 29, 2026 at 7:00 pm and February 26th, 2026 at 7:00 pm. ‘Carried’

(g) Participation in the City of North Bay's Household Hazardous Waste Program (Encl.)
Resolution 2026-13 Bernadette Kerr and Nunzio Scarfone: Be it resolved that the Council of the Corporation of the Township of Chisholm approves to participate in the City of North Bay's Household Hazardous Waste Program for 2026, and further that this cost be included in the 2026 Budget. **'Carried'**

(h) Resolution of Support, Township of Machar, Opposition to Consolidation of Conservation Authorities. (Encl.)

Resolution 2026-14 Claire Riley and Nunzio Scarfone: Be it resolved that the correspondence from the Township of Machar, and the City of Greater Sudbury in regards to the Consolidation of Ontario's 36 conservation authorities into 7 regional conservation authorities, be received. **'Carried'**

12. ADJOURNMENT

(a) By-law 2026-04 being a By-law to confirm the proceedings of the Council meeting.

Resolution 2026-15 Bernadette Kerr and Paul Sharp: Be it resolved that by-law 2026-04, being a by-law to confirm the proceedings of Council at the January 13, 2026, Council meeting, be read a first, second, and third time and passed this January 13, 2026. **'Carried'**

(b) Resolution re: Adjournment.

Resolution 2026-16 Claire Riley and Nunzio Scarfone: Be it resolved that Council now adjourn this meeting. Time: 8:15 p.m. **'Carried'**

Mayor, Gail Degagne

CAO Clerk Treasurer, Lesley Marshall

From: "Osesky, Chelsea (MNR)" <Chelsea.Osesky@ontario.ca>
Subject: RE: Final Report and Map for Chisholm CWFPP
Date: January 21, 2026 at 09:13:51 EST
To: rif <rif@ontera.net>
Cc: "Scott, Emily (MNR)" <Emily.Scott@ontario.ca>, "McCool, Shayne (MNR)" <Shayne.McCool@ontario.ca>, "Zacher, James (MNR)" <james.zacher@ontario.ca>, "Allen, Sarah (MNR)" <Sarah.Allen@ontario.ca>

Hi Ray,

Thank you for submitting your Final CWPP, and hazard map.

As we had previously completed our review of Chisholm's Community Wildland Fire Protection Plan and hazard map, with minor changes/suggestions that have now been addressed, your CWPP and hazard map can both be considered as approved by the Ministry. We can now also provide you with the final 50% (\$7,500) of the Ontario FireSmart Communities Transfer Payment Grant.

Please consider Chisholm as having successfully completed the Ontario FireSmart Communities Transfer Payment Program. Once we receive the final invoice, and it has been processed, I will update TPON to reflect this and close the case in TPON.

Of note: Emily Scott (Emily.scott@ontario.ca) now processes all our invoices, so please send Emily (and include me as a cc) the final invoice for payment (\$7,500).

Thank you so much for your interest in the FireSmart Program, and for your community's commitment to wildland fire risk reduction.

If you have any questions or concerns, please let me know.

Thank you,

Chelsea Osesky
Mitigation and Partnerships Lead
(705) 255-8096

Our working hours may be different. Please do not feel obligated to reply outside your normal working hours.

Powassan & District Union Public Library

Minutes for Monday, December 15, 2025 – 6:15 p.m.

Board Meeting @ Library

In-person: Debbie Piper, Steve Kirkey, Bernadette Kerr, Jennie Leblond, Pat Stephens, Larry Woodward, Marie Rosset

Via Zoom: Randy Hall at 7pm **Absent with regrets:** Valerie Morgan **Guest:** Sue Oshell
Recording of meeting

Item	Action	Responsibility
1. Call to order	6:15 pm	
2. Respect and Acknowledgement Declaration	<p>Declaration read by CEO</p> <p>We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Métis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care for, and teachings about, our earth and our relations. May we continue to honour these teachings and recognize their value going forward.</p>	
3. General Consent Motion: Presented the general Consent Motion for December 2025, which includes: a) Approval of Agenda with amendment b) Approval of Minutes from the November 17, 2025 meeting with amendment c) Approval of the November 2025 Financial Statements d) Approval of the September, and October Library Reports	<p>Motion: 2025-44</p> <p>That the General Consent Motion for December 2025 be adopted as amended.</p> <p>Moved by: Bernadette Kerr Seconded by: Stephen Kirkey</p> <p>Carried.</p>	
4. Disclosure of pecuniary interest	None	
5. Business a) Welcome to Larry Woodward, new Board Member from Nipissing	- Following the resignation of Brenda Lennon appointed Larry Woodward until the end of the end of the term.	

b) CEO meeting with 3 CAOs - outcomes	<ul style="list-style-type: none"> - CAOs recommended the library have a HR review which would include a pay equity review. Board discussed and decided to forgo since a review of the pay equity/parity documents was done two years ago, and the cost of a formal HR review would be prohibitive. - CEO will provide a list of patrons with addresses without any identifying personal info to the M of Powassan. 	CEO
c) Planning for Hiring new CEO	<ul style="list-style-type: none"> - Pat Stephens contacted OLS to ask what they can offer to assist the Board in the process. They were very forthcoming and willing to help and advise. They referred her to their website where they have a series of helpful sections, such as CEO Recruitment Guide: A comprehensive guide for library boards that covers the entire recruitment process. - She then presented a comprehensive plan with steps for tasks and timeline. - A Hiring Committee was formed consisting of Pat Stephens, Steve Kirkey, Jenny Leblond, Debbie Piper, and Marie Rosset. - At this point a member from Chisholm is included with the assumption that a Library Agreement will happen. - First meeting will be in January 2026 - The goal is to start the interviewing process in March/April 2026. 	Pat Stephens
d) Bill C15 – postal fees	<ul style="list-style-type: none"> - So far, the Federal Government will continue having Canada Post provide mailing services to libraries at reduced cost, though the law will remain unchanged. 	Hiring Committee
e) Valuing Ontario Libraries Toolkit (VOLT)	<ul style="list-style-type: none"> - This toolkit provides a way for libraries to compute and present the Return on Investment information to councils across Ontario. Many libraries have used it successfully. - Pat Stephens offered to investigate further. 	Pat Stephens

f) Grants update	<ul style="list-style-type: none"> - OTF Resilience and Capital Grants are completed. Final Payment received for OTF Capital and for OTF Resilience Grants - 2026 Canada Summer Job grant application submitted prior to Dec 11 deadline. CEO will write letter to MP Pauline Rochefort to make her aware we have applied for it. - Enbridge Grant for volunteer hours completed. Carpets were cleaned throughout library and a box was built to replace damaged one for the wild flower garden. - 2026/2027 Seniors Community Grant, application titled Senior Technology Empowerment Program (STEP) will be submitted by December 18, 2025. Asking for wages and benefits for extra hours for IT instructor - 2026 Connectivity Grant application was submitted and approved. Received \$2,040 to cover the cost of WIFI at the library, thus covering cost of free WIFI 24/7. 	CEO
g) Library Agreement Renewal Update	Meetings are going forward, deadline has been extended to early next year. CEO has supplied patron information to Powassan, while maintaining confidentiality	
h) Upcoming Activities	<ul style="list-style-type: none"> - Starting in January 2026 a representative from Service Canada will offer monthly sessions of either one on one consultations with patrons or general presentation. The first theme will be information on CPP. - CEO will discuss any possibility of using any wage grants from YES Employment to cover some library wages. 	CEO
6. Correspondence	<ul style="list-style-type: none"> - Letters were written by CEO to all retiring Board members thanking them for their services to the Board - Motion from Nipissing re: the appointment of Larry Woodward to the Board 	

<p>7. Committee Reports</p> <p>a) Property Committee</p> <p>b) Financial Committee</p> <p>c) Policy Committee</p> <p>d) Friends of the Library</p>	<ul style="list-style-type: none"> - Asset Management Plan, might be useful for the library facilities – to be tackled by new CEO - CEO was informed by the Elevator Repair employee that there is a bit of water in the elevator well, which needs to be taken care of. It was recommended that the Mark Martin, the Municipality of Powassan Building Inspector, be made aware of the situation. - CEO, with Building Committee, will investigate how to remedy the situation. - CEO also informed the Board that the leaky faucet in the kitchen needs to be replaced. - The 2026 budget was presented and discussed at the December meeting. - Expenses to hire new CEO were discussed. Board agreed to use Reserves to cover the extra costs. Staff wages were increased according to the approved 5 Year Pay Parity Plan. - There was a discussion on the logic of opening every Saturday, since the usage numbers are extremely low. A suggestion was made to have a survey to identify which day the public would rather have the library close. - RES-07SP Code of Conduct – Summer Program was presented anew, after having been reviewed and improved by a legal expert. <p><u>Motion: 2025-45</u></p> <p>That the Board approve the RES-07SP Code of Conduct – Summer Program Participants as presented.</p> <p>Moved by: Stephen Kirkey</p> <p>Seconded by: Bernadette Kerr</p> <p>Carried.</p> <ul style="list-style-type: none"> - Suggestion was made, for CEO to suggest to the Friends to help with the replacement of the faucet in the kitchen. - Elevator was also mentioned, however CEO opined that since that was more maintenance, it would be unlikely. 	<p>CEO</p> <p>CEO</p> <p>CEO, Breya</p> <p>CEO</p>
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8. Adjournment	Motion: 2025-46 That the December 15, 2025 meeting be adjourned at 8:10 pm. Moved by: Jenny Leblond	Next meeting: January 19, 2026 at 6:15 pm
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Chair: 
Debbie Piper

Recorder: 
Marie Rosset, CEO

Powassan & District Union Public Library

Minutes for Monday, January 19, 2026 – 6:15 p.m.

Board Meeting @ Library

In-person: Debbie Piper, Steve Kirkey, Bernadette Kerr, Jennie Leblond, Pat Stephens, Larry Woodword, Marie Rosset

Via Zoom: Valerie Morgan, Randy Hall at 6:26pm

Recording of meeting

Item	Action	Responsibility
1. Call to order	6:16 pm	
2. Respect and Acknowledgement Declaration	<p>Declaration read by CEO</p> <p>We respectfully acknowledge that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Métis Peoples in Ontario and show respect to the neighbouring Indigenous communities. We offer our gratitude for their care for, and teachings about, our earth and our relations. May we continue to honour these teachings and recognize their value going forward.</p>	
3. General Consent Motion: Presented the general Consent Motion for January 2026, which includes: a) Approval of the January 19, 2026 Agenda with amendment b) Approval of Minutes from the December 15, 2025 meeting c) Approval of the December 2025 Financial Statements d) Approval of the November and December 2025 Library Reports	<p><u>Motion: 2026-01</u></p> <p>That the General Consent Motion for January 2026 be adopted as amended.</p> <p>Moved by: Jenny Leblond Seconded by: Bernadette Kerr</p> <p>Carried.</p>	
4. Disclosure of pecuniary Interest	None	

5. Business		
a) Update on hiring of new CEO	Hiring Committee is having its first meeting tomorrow on January 20 th at 4:45pm to start the process of hiring the new CEO. A consultant from OLS will be attending via Zoom to provide their expertise.	Hiring Committee
b) Recruitment of New Board members	<ul style="list-style-type: none"> - Sue Oshell sent her regrets and will not be joining the Board. - Municipality of Powassan will be contacted to advertise for 2 new board members until the end of this term - Staff and CEO will continue to gauge interest from qualified patrons 	CEO, staff members
c) Operating Hours	<ul style="list-style-type: none"> - CEO recommended that the hours be left as they are until the new CEO is hired and the fall municipal elections are over - Board requested that a survey be completed with our newsletter recipients to determine which day they would choose to cut if we had to reduce the library hours 	CEO, Communication Coordinator
d) Security Contacts	<ul style="list-style-type: none"> - Pat Stephens agreed to be the replacement for Tina Martin as the third contact person for the security company. 	Pat Stephens
e) Annual Report	Document is in progress and will be ready to send along with the approved 2026 Budget.	CEO
f) Grants update	<ul style="list-style-type: none"> - Applications for the Provincial 2026 Ontario Seniors Community grant and the Federal Canada Summer Job Program have been submitted. - CEO is looking into Capital Grants to subsidize the repairs to the elevator. 	CEO
g) Library Agreement Renewal Update	<ul style="list-style-type: none"> - Meeting is still pending. Next meeting will potentially be scheduled for February 2026. - Powassan Councilor informed the Board that he is looking into the cost and possibility of Powassan leaving the Union and starting their own library in 250 Clark. 	Randy Hall

h) Upcoming Activities	<ul style="list-style-type: none"> - January 28, 2026, representative from Service Canada will offer sessions on CPP - Author visit - John Lévesque - Music Meet Up – every third Wed. monthly - Fish Hatchery up and running - Free tech help every Wednesday with appt. - Members suggested that public presentations be scheduled on the following subjects: MAiD, local Hospice Care, Anti-fraud, Financial Planning. 	
6. Correspondence	<ul style="list-style-type: none"> - Email from Sue Oshell sending her regrets. 	
7. Committee Reports <ul style="list-style-type: none"> a) Property Committee 	<p>Two companies were contacted to get quotes to make the elevator well waterproof.</p> <ul style="list-style-type: none"> - Greater City Concrete Works Limited was recommended by the Elevator Repair Fellow and quoted \$6,080.40 +HST - Gateway Construction from North Bay quoted \$4,285 +HST - Working with Underground Solutions to get a third quote. 	CEO
<ul style="list-style-type: none"> b) Financial Committee 	<p>The 2026 budget was presented and adopted with the addition of \$4,000 in Maintenance for making the elevator well waterproof.</p> <p>Motion: 2026-02</p> <p>That the 2026 Budget be adopted as amended with the addition of \$4,000 to maintenance for elevator repairs.</p> <p>Moved by: Steven Kirkey Seconded by: Larry Woodward</p> <p>Carried.</p> <ul style="list-style-type: none"> - The Budget will be sent out to three Municipalities along with the 2025 Annual Report and the letter from the Chairperson. 	CEO, Breya

	<ul style="list-style-type: none"> - Audit is scheduled for the week of March 9th to 13th, with final report presented at the April 20, meeting. 	
c) Policy Committee	<ul style="list-style-type: none"> - RES-04 Health and Safety Policy was reviewed by Board members and approved without recommending any changes. 	CEO
d) Friends of the Library	<ul style="list-style-type: none"> - Board members reviewed the new PDUPL Conduct Response Matrix and made several valid suggestions to improve it. - The Friends did not meet in January, so nothing to report. 	
8. Adjournment	<p>Motion: 2026-03 That the January 19, 2026, meeting be adjourned at 7:36 pm. Moved by: Pat Stephens</p>	Next meeting: February 23, 2026, at 6:15 pm

Chair: _____

Debbie Piper

Recorder: _____

Marie Rosset, CEO

Ministry of Agriculture,
Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074

Ministère de l'Agriculture,
de l'Alimentation et de l'Agroentreprise

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074



January 12, 2026

Lesley Marshall
CAO Clerk-Treasurer
Township of Chisholm
l_marshall@chisholm.ca

Dear Lesley Marshall:

I am pleased to announce that the 2026 Agricultural Impact Assessment (AIA) Guidance Document is now available on Ontario.ca as [Publication 861: Agricultural Impact Assessment \(AIA\) Guidance Document](#) and the [Environmental Registry of Ontario](#). This updated guidance reflects stakeholder input and recent provincial policy changes, and is intended to support municipalities, consultants and interested parties in meeting the agriculture impact assessment requirements of the Provincial Planning Statement, 2024.

Agricultural impact assessments are an important tool for identifying and addressing the potential impacts of non-agricultural development on the agricultural system, promoting compatibility between agricultural and non-agricultural land uses, and supporting thoughtful land use planning and the long-term viability of Ontario's agricultural sector.

Ontario farms contribute significantly to local economies while supporting access to high-quality food both domestically and globally. The agri-food sector employs over 836,000 people and contributed \$48.8 billion to our provincial economy. Our government is committed to supporting the growth of the agriculture and food industry, which is why we released [Grow Ontario: a provincial agri-food strategy](#) to strengthen the agri-food sector, support economic growth, and ensure an efficient, reliable and responsive food supply for Ontarians.

I want to take this opportunity to thank you for your ongoing commitment to supporting the long-term viability of agriculture alongside planning for growth in Ontario. Should you have any questions about the Agricultural Impact Assessment guidance, please contact OMAFA staff at: www.ontario.ca/page/agricultural-land-use-planning-staff.

Sincerely,

A handwritten signature in black ink.

Trevor Jones

Minister of Agriculture, Food and Agribusiness



Foodland
ONTARIO

ONTARIO
Terre nourricière

Good things grow in Ontario
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

Le 12 janvier 2026

Bonjour,

J'ai le plaisir d'annoncer que le Document d'orientation sur l'évaluation des répercussions sur l'agriculture (ERA) est désormais accessible sur [Ontario.ca](https://ontario.ca) et le [Registre environnemental de l'Ontario](#). Ce document d'orientation actualisé reflète les observations des intervenants ainsi que les changements intervenus récemment dans la politique provinciale. Il vise à appuyer les municipalités, les experts-conseils et les parties intéressées à respecter les exigences d'évaluation des répercussions sur l'agriculture de la Déclaration provinciale sur la planification, 2024.

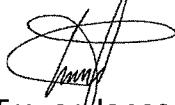
Les évaluations des répercussions sur l'agriculture sont un outil important pour circonscrire et régler les potentielles répercussions d'un aménagement non agricole sur le système agricole, promouvant la compatibilité entre les utilisations des terres à des fins agricoles et non agricoles, et favorisant la planification réfléchie du territoire et la viabilité à long terme du secteur agricole ontarien.

Les exploitations agricoles de l'Ontario contribuent de façon importante aux économies locales tout en favorisant l'accès à des aliments de qualité supérieure tant à l'échelle nationale qu'à l'échelle mondiale. Le secteur agroalimentaire emploie plus de 836 000 personnes et a contribué à hauteur de 48,8 milliards de dollars à notre économie provinciale. Notre gouvernement est déterminé à soutenir la croissance de l'industrie agricole et alimentaire, raison pour laquelle nous avons publié la [stratégie Cultiver l'Ontario : une stratégie provinciale pour le secteur agroalimentaire](#), afin de renforcer le secteur agroalimentaire, de favoriser la croissance économique et de garantir un approvisionnement alimentaire efficace, fiable et réactif pour la population ontarienne.

Je tiens à profiter de cette occasion pour vous remercier de votre engagement continu à soutenir la viabilité à long terme de l'agriculture parallèlement à la planification de la croissance en Ontario. Si vous avez des questions concernant le Document d'orientation sur l'évaluation des répercussions sur l'agriculture, je vous invite à communiquer avec le personnel du MAAAO : <https://www.ontario.ca/fr/page/personnel-de-lunite-de-la-planification-de-lutilisation-des-terres-agricoles>.

Je vous prie d'agréer nos salutations distinguées.

Le ministre de l'Agriculture, de l'Alimentation et de l'Agroentreprise,



Trevor Jones

Did you know about the Farmers' Wellness Initiative?

- Your mental health is important! If you're a farmer or a member of a farm family and in need of mental health support, please call 1-866-267-6255 and arrange to speak with a professional today.
- For additional resources visit: <https://farmerwellnessinitiative.ca/>.

NORTHWATCH

Date: January 9, 2026

To: Municipalities of Northeastern Ontario

From: Brennain Lloyd, Northwatch

Re. **Transportation of High-Level Radioactive Waste on Our Highways**
Register Your Community's Concern by February 4th

Earlier this week a federal review of the Nuclear Waste Management Organization's plan to transport, process, bury and eventually abandon all of Canada's high-level nuclear waste in northwestern Ontario was launched, with the first comment period closing on February 4th. Over these next several weeks it is important that municipalities register their interest with the Impact Assessment Agency of Canada and comment on the Initial Project Description now posted on the IAAC web site.

Of key importance: the NWMO is seeking to exclude the transportation of the high-level radioactive wastes through from the impact assessment process. In effect, that is excluding the concerns and voices of central and northeastern Ontario from the federal review. For us, it will be all risk, no reward, and not even the opportunity to have the impacts on our communities assessed in the federal review (expected to get underway in 2028).

Brief background: on November 28th 2024, after a multi-year siting process, the Nuclear Waste Management Organization (NWMO) announced that it had selected the Revell site between Ignace and Dryden as their intended destination for all of Canada's high-level nuclear fuel waste, coming from nuclear power generating stations in southern Ontario, Quebec and New Brunswick.

This may not seem like a pressing issue for municipalities in central and northeastern Ontario, but it is absolutely an issue on your doorstep: The NWMO estimates that transportation of the current waste inventory will require **2-3 trucks per day** for more than 50 years. Those trucks will be travelling through or near your community as they make the (on average) 1,700 km trip from the reactors in southern Ontario (Darlington and Pickering Nuclear Generating Stations just east of Toronto the Bruce station in Kincardine in Bruce County) and the even longer distances from reactors in Quebec and New Brunswick.

There is substantial public concern with nuclear waste transportation because of the ongoing risk from the low levels of radiation that will be emitted from each shipment, and because of the risk of larger releases under accident conditions. The public rightfully expects this major component of the project to be thoroughly evaluated during the public assessment process.

In August 2025, the NWMO made it known that they were seeking to have transportation of the radioactive wastes excluded from the project's impact assessment process. However, for 20 years, the NWMO has been describing transportation as part of their project, and the Impact Assessment Act requires that activities that are integral to - or, in the language of the Act "incidental" to - the project be included in the assessment.

Impact Assessment of NWMO's Project Proposed for the Revell Site

On January 5th the federal review of the NWMO's nuclear waste project was initiated when the Initial Project Description (IPD) was posted on the Assessment Agency's website and a 30-day comment period began.



Initial Project Descriptions are the first document filed by a proponent in a federal Impact Assessment Process, and the information included must meet specific requirements.

During this first comment period, feedback on the Initial Project Description should focus on whether enough information was provided. This is an initial project description and not a full impact statement (that comes at a later stage, currently expected to be filed in 2028) but should provide a comprehensive description, identifying all project activities and potential impacts (and how impacts are to be avoided or reduced).

Significantly, the NWMO has excluded long distance transportation from their Initial Project Description, consistent with their ambition to have transportation excluded from the impact assessment process.

Next Steps

As part of the current phase of the impact assessment process – referred to as the “planning phase” – comments on the Initial Project Description are the first step. Following that, the Impact Assessment Agency will release a “summary of issues” that should reflect what they heard during the comment period, and the NWMO must respond to that summary. Following that a set of draft guidelines (the guidelines will serve as instructions to the NWMO for their preparation of the Impact Assessment Statement) and there will be a second and final comment period for this phase of the process. We will write again when the comment period on the draft guidelines is announced; we expect it will be in the spring this year.

Here are three steps you can take as a potentially impacted or concerned municipality:

- Email the Impact Assessment Agency and let them know your municipality wishes to be added to the distribution list for the Impact Assessment of the NWMO’s project (Ref. #88774) (email nuclearwaste-dechetsnucleaires@iaac-aeic.gc.ca)
- Provide comments on the Initial Project Description by February 4th. We’ll be sharing more analysis in the coming weeks to support you in preparing comments, but your comments do not have to be long or complex; they can simply state that as a potentially impacted municipality you fully expect transportation to be assessed in the federal review process. You can post your comments to the review registry [HERE](#).
- Many municipalities have already passed resolutions opposing the transportation and burial of nuclear waste in northern Ontario, and we encourage all municipalities to take this step (in updated template is [HERE](#)).

Please let us know how we can assist you. We would be pleased to provide you with additional information and analysis, either through presentations to Council or more informally.

Thank you for taking the time to read through this detailed letter and the backgrounder on nuclear waste transportation.

Sincerely,



Brennan Lloyd
Northwatch

December 2025 Backgrounder on Nuclear Waste Transportation is [HERE](#)

Fwd: AMO Policy Update - Second Intake of Rural Ontario Development Program Open, \$700 Million Allocated for Health and Safety Water Stream

From Gail Degagne <g.degagne@chisholm.ca>

Date Wed 1/21/2026 9:36 PM

To Lesley Marshall <l_marshall@chisholm.ca>

Sent from my iPhone

Begin forwarded message:

From: AMO Policy <policy@amo.on.ca>

Date: January 21, 2026 at 4:12:15 PM EST

To: Gail Degagne <g.degagne@chisholm.ca>

Subject: AMO Policy Update - Second Intake of Rural Ontario Development Program Open, \$700 Million Allocated for Health and Safety Water Stream

Reply-To: policy@amo.on.ca



AMO Policy Update – Second Intake of Rural Ontario Development Program Open, \$700 Million Allocated for Health and Safety Water Stream

Top Insights

- The second intake of the Rural Ontario Development Program is now accepting funding applications to support municipal economic development projects.

- The province is allocating \$700 million to help municipalities build, expand or rehabilitate aging water infrastructure as part of

Top Insights

the Municipal Housing Infrastructure Program.

Rural Ontario Development Program

At the 2026 ROMA conference, the provincial government launched a second intake of the Rural Ontario Development (ROD) Program. The application deadline is February 26, 2026.

The ROD program provides cost-share funding for projects that help rural communities:

- Address barriers and build capacity for economic development
- To attract, retain and expand businesses
- Attract and retain investment and jobs
- Strengthen regional partnerships and economic resilience
- Address workforce development challenges
- Transform community assets to drive economic development

\$700 Million Allocated for Health and Safety Water Stream

The provincial government announced that \$700 million has been allocated to help municipalities build, expand or rehabilitate aging water, wastewater, stormwater, flood and erosion infrastructure.

This funding is from the Health and Safety Water Stream of the \$4 billion Municipal Housing Infrastructure Program.

Funding will be allocated to existing applicants, and successful recipients will be announced in the coming weeks.

An online version of this Policy Update is also available on the [AMO Website](#).

*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.

Association of Municipalities of Ontario

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North Bay, ON P1B 8H5
705.497.5555 Ext. 7507
admin@nearnorthcrimestoppers.com
Website: nearnorthcrimestoppers.com

January 2026

Dear Mayor and Councillors,

Every January, Crime Stoppers Month is recognized worldwide for its vital role in community safety. This year's theme, "Safe Streets, Strong Communities.... Together We Can Stop Crime!" David Forster, President of Canadian Crime Stoppers Association states, "*Crime Stoppers assists in building safe neighborhoods by fostering collaboration between the public, law enforcement, and local organizations, empowering every member in our communities to play an active role in preventing and reporting crime. Criminal activity takes many forms, Illicit Goods, Extortion and Sexploitation, Illegal Drug Production and Trafficking, Cybercrime, Vehicle Thefts, Human Trafficking, Wildlife Crimes, and Property Crimes are only a few. Working together we can stop crime.*"

Serving the Districts of Nipissing and Parry Sound as a registered Canadian charitable program, Near North Crime Stoppers enhances safety through anonymous tips. We ask for your help amplifying awareness by sharing our messaging in newsletters, on social media, and on community electronic boards using the attached digital images. We invite you to visit our Facebook page and Instagram to view our 2025 statistics.

In 2026, NNCS is extending the campaign to offer a guaranteed \$2,000 reward for tips leading to arrests involving Fentanyl or firearms in drug-related offences. This initiative reflects our commitment to addressing critical safety concerns and is posted publicly across our virtual platforms.

Please feel free to contact us for more information, to arrange a presentation, or to request promotional items and road signs. Thank you for your continued support in making our region a safer place.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Fenton".

Brandon Fenton
Chair

Mary Houghton
Director for East Nipissing Region
admin@nearnorthcrimestoppers.com
705.358.2824

**THE CORPORATION OF THE TOWNSHIP OF CHISHOLM
BY-LAW 2026-05**

Being a bylaw to authorize the Mayor and CAO Clerk Treasurer to execute a Ontario Transfer Payment Agreement under the Pothole Prevention and Repair Program with his majesty the King in right of Ontario as represented by the Honorable Minister of Transportation.

WHEREAS the Council of the Corporation of the Township of Chisholm deems it expedient for the Mayor and CAO Clerk Treasurer to enter into an Ontario Transfer Payment Agreement under the Pothole Prevention and Repair Program with his majesty the King in right of Ontario as represented by the Honorable Minister of Transportation.

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

1. **THAT** the Municipality enters into and executes with His Majesty the King in Right of Ontario as represented by the Honorable Minister of Transportation, an Ontario Transfer Payment Agreement as attached as Schedule "A" to this bylaw.
2. **THAT** the Mayor and CAO Clerk Treasurer are hereby authorized and directed to execute the Transfer Payment Agreement here to attached as Schedule "A" on behalf of The Council of the Corporation of the Township of Chisholm.
3. **THAT** this by-law shall come into force and effect upon third reading and being finally passed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 27TH DAY OF JANUARY, 2026.

Mayor, Gail Degagne

CAO Clerk Treasurer, Lesley Marshall

**ONTARIO TRANSFER PAYMENT AGREEMENT
POTHOLE PREVENTION AND REPAIR PROGRAM**

THE AGREEMENT is effective as of the 30th day of January 2026.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by Hon. Minister of Transportation**
(the "Province")

- and -

**Corporation of the Township
of Chisholm**
(the "Recipient")

WHEREAS the Recipient has requested funding from the Province for the Project (as defined in section A.1.2) and the Province has agreed to provide such funding to the Recipient subject to certain terms and conditions;

AND WHEREAS the Agreement sets out the terms and conditions upon which the Province has agreed to provide funds, up to the Maximum Funds (as defined in section A1.2) to the Recipient for the purpose of carrying out the Project, and upon which the Recipient has agreed to carry out the Project.

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

1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information

Schedule "C" -	Project Description and Timelines
Schedule "D" -	Eligible Expenditures and Ineligible Expenditures
Schedule "E" -	Payment Plan
Schedule "F" -	Reporting and Compliance Audit
Sub-Schedule F1 -	Project Reports

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

2.0 **CONFLICT OR INCONSISTENCY**

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

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

3.0 **COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, with the same effect as if the Parties had signed the same document, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 **AMENDING THE AGREEMENT**

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

5.0 **ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario),

the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

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

- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF the Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

Date Name: Prabmeet Sarkaria
Title: Minister

Corporation of the Township of Chisholm

Date Name: Lesley Marshall
Title: CAO/Clerk

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

"Eligible Expenditures" means the costs of the Project that are eligible for funding by the Province under the Agreement and that are further described in Scheduled D.

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

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

“Final Report” means the report described in Schedule “F”.

“Funding Year” means in the case, the period commencing on the Effective Date and ending on the following March 31.

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

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

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

“Materials” means material, machinery, equipment and fixtures forming part of the Project.

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

“Reports” means the reports described in Schedule “F” and Sub-schedule “F1”.

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities.

“Substantial Performance” means when the Work or a substantial part thereof has passed inspection and testing and is ready for use or is being used for intended purposes.

A1.3 References This Agreement refers to the following standards, specifications or publications:

Ontario Provincial Standard Specifications, Construction

OPSS PROV 127

OPSS MUNI 301

OPSS MUNI 303

OPSS MUNI 304

OPSS MUNI 310

OPSS MUNI 336

OPSS MUNI 337

OPSS MUNI 341

OPSS MUNI 369

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with \$38,000 in Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule "E" ; and

- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2 ;
- (b) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the maximum funds set out in Schedule B.;"
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by any other funding program or source. . .

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

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

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

interest.

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

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

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

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose off any asset purchased or created with the Funds or for which the Funds were provided.

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A10.3 Subcontractor insurance. The Recipient will ensure that any subcontractors retained to perform any part or parts of the Project will obtain and maintain all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would obtain and maintain.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any

time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

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

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

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

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

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

- (d) the Recipient ceases to operate.

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

the Notice is delivered.

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

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

A28.0 ELECTRONIC SIGNATURE

A28.1 Electronic Signature. The Province and the Recipient agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. An electronic signature of an authorized signing representative may be evidenced by (i) a manual signature, (ii) a digital signature including the name of the authorized signing representative in the respective signature line of the Agreement, (iii) an image of a manual signature, (iv) an Adobe signature, or (v) any other digital signature with the prior written consent of both Parties, placed in the respective signature line of the

Agreement and the Agreement delivered by electronic means to the other Party, including by email.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$38,000
Program Title	Pothole Prevention and Repair Program
Expiry Date	June 30, 2026
Insurance	\$ 5,000,000
Contact information for the purposes of Notice to the Province	<p>Position: James Flanders, Team Lead, Special Highway Operations Initiatives Highway Operations Management Branch, Operations Division</p> <p>Address: 2nd Floor 301 St. Paul Street St. Catharines, Ontario L2R 7R4</p> <p>Email: PPRP@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Address: Fax: Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Address: Fax: Email:</p>

Additional Provisions:

None

SCHEDULE "C"
PROJECT DESCRIPTION AND TIMELINES

C1.0 PROJECT DESCRIPTION

C1.1 Project Details. The Project will use the pothole prevention and repair measures set out in section C1.2, C1.3 and C1.4 on road(s) under the jurisdiction of the Recipient. The Project will deploy one or a combination of the methods set out in this Schedule "C".

C1.2 Pothole Prevention Strategies

- (a) Rout and Seal, means routing, cleaning and sealing cracks using hot poured rubberized asphalt sealant compound as per OPSS MUNI 341.
- (b) Microsurfacing means applying a thin lift of polymer modified asphalt emulsion mix to distressed pavement as per OPSS MUNI 336.
- (c) Slurry Seal means applying a homogeneous mixture of emulsified asphalt, fine aggregates, water, mineral filler, and, if required, additive in a cold fluid state on a prepared bituminous surface as per OPSS.MUNI 337.
- (d) Single Surface Treatment means a single application of bituminous binder followed by a single application of Class 1, Class 2, Class 3, Class 4, Class 5, or Class 6 aggregate as per OPSS.MUNI 304
- (e) Double Chip Seal means two successive single chip seals with different aggregate gradations as per OPSS.MUNI 303.and
- (f) Granular In-Fill and Grading, Drainage and Stabilization of Unpaved Roadways means surfaces that are typically existing granular but may include sub grade soil surfaces as per OPSS.MUNI 301.

C1.3 Pothole Repair Strategies

- (a) Hot Mix Asphalt (HMA) Patching of Flexible Pavement means resurfacing localized areas of distressed pavement using Hot Mix Asphalt as per OPSS MUNI 310.
- (b) Scarification and Grading of Unpaved Roadways means uniform loosening of the roadway surface to remove damaged areas such as raveling and potholes as per OPSS.MUNI 301.
- (c) Concrete – Pavement and Joint Seal Repairs means sawcutting, cleaning and sealing or resealing cracks in concrete pavement and concrete base as per OPSS MUNI 369.

C1.4 Other

- (a) Project design works related to pothole preservation and repair works that will be completed between April 1, 2025 and March 31, 2026.

C2.0 PROJECT TIMELINES

C2.1 Project Timelines. The Recipient will begin the Project by April 1, 2025, and will achieve Substantial Performance of the Project by March 31, 2026.

SCHEDULE “D”

ELIGIBLE AND INELIGIBLE EXPENDITURES

D1.0 ELIGIBLE EXPENDITURES

D1.1 Eligible Expenditures. Subject to Article D2.0, Eligible Expenditures include the direct costs incurred and paid by the Recipient between April 1, 2025, and March 31, 2026 and that, in the opinion and at the sole discretion of the Province, are considered to have been properly and reasonably incurred and are necessary for the successful implementation of the Project, and include:

- (a) Purchase and delivery of materials required for the Project;
- (b) Project design related to preservation and repair works that will be completed between the period of April 1, 2025, and March 31, 2026;
- (c) Labour for contracted construction and repairs if used for Eligible Expenditures;
- (d) Recipient-owned equipment to be reimbursed at OPSS 127 Rates if used for Eligible Expenditures;
- (e) Updating Road Condition Reports if prepared by an external consultant;
- (f) Any other costs, as determined by the Province from time to time and at its sole discretion.

D1.2 Required Documentation. Eligible Expenditures must be documented through paid invoices or original receipts, or both, satisfactory to the Province.

D2.0 INELIGIBLE EXPENDITURES

D2.1 Ineligible Expenditures. Without limitation, the following costs, unless they have received the prior written approval of the Province, will be considered Ineligible Expenditures:

- (a) Costs not associated with the Project;
- (b) Costs incurred before April 1, 2025, or after March 31, 2026;
- (c) Costs associated with feasibility studies and design work that will not be completed between April 1, 2025 and March 31, 2026;
- (d) Any costs related to a project that has already received funding for eligible expenses from another funding source;
- (e) Administrative costs;
- (f) Audit and financial reporting costs;
- (g) Any other costs, as determined by the Province from time to time and at its sole discretion.

SCHEDULE "E"
PAYMENT PLAN

Project Milestones	Required Reports/ Documents	Date	Payment
# 1 TPA Dually Executed		January 30, 2026 to February 27, 2026	100% of Maximum Funds
# 2 Compliance Reporting	• As per F1.1	January 30, 2026	
# 3 Final Reporting	• As per F2.1	April 17, 2026	

SCHEDULE “F” REPORTING AND COMPLIANCE AUDIT

F1.0 DEFINITION

F1.1 Definition. In this Schedule “F”:

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board applicable as of the date on which such a record is kept or required to be kept in accordance with such standards.

F2.0 REPORTS, DOCUMENTS AND SUBMISSION DATES

F2.1 Description and Submission Dates The Recipient will submit to the Province, at the email address pprp@ontario.ca, the Reports and other documents described as requested that are further described in Sub-schedule “F1” and section A.10.2 by their respective submission dates.

F3.0 COMPLIANCE AUDIT

F3.1 Compliance Audit. The Province may, at its sole discretion and within timelines set out by the Province, request that the Recipient carry out a Project compliance audit in accordance with Generally Accepted Auditing Standards and delivers the corresponding compliance audit report(s) within the timelines set out by the Province.

F3.2 Compliance Audit Requirements. If the Province requests a Project compliance audit pursuant to section F3.1, the Recipient will retain at the Recipient’s expense and within the timelines set out by the Province, an accredited external independent auditor(s) to carry out the audit and will deliver any compliance audit report(s) from such audit to the province within seven Business Days of the Recipient’s receipt of the report.

F3.3 Compliance Audit Objectives. The key objectives of the compliance audit(s) are to:

- (a) determine whether Funds were expended for the purposes intended and with due regard to the economy, efficiency and effectiveness;
- (b) determine compliance with the Agreement;

- (c) ensure that the Project, Reports and other reports, and financial information are complete, timely, accurate, in accordance with the terms and conditions of the Agreement;
- (d) ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of the service performance measures;
- (e) assess the overall management and administration of the Project;
- (f) provide recommendations for improvement or redress; and
- (g) ensure that prompt and timely corrective action is taken on audit findings.

SUB SCHEDULE “F1” PROJECT REPORTS

F1.0. COMPLIANCE REPORT

F1.1. The Recipient shall submit the following to the Province by January 30th, 2026:

- (a) a copy of the Recipient’s 2022 Asset Management Plan or current;
- (b) a copy of the Recipient’s most recent Pavement/Road Condition Reports;
- (c) a confirmation of submission of the Recipient’s 2024 Financial Information Return to Ministry of Municipal Affairs and Housing;
- (d) the number of pothole complaints received by the Recipient in the 2024 and 2025 calendar years, as available;
- (e) additional information requested by the Province.

F1.2.0 FINAL REPORT

F1.2.1 Description and Submission Date. The Recipient shall submit to the Province a description of the activities completed and certify the completion of the Project as per the Agreement. The reporting period for the Projects and information that pertains to them is April 1, 2025 to March 31, 2026. The deadline to submit required reporting is April 17, 2026.

The final report will include the following:

- (a) Quantitative data on road maintenance supported by the Program, that the Recipient carried out, including the number of kilometres maintained;
- (b) Project details of activities and/or materials related to the use of the Funds. Examples of accepted documentation include: invoices and payment certificates, post construction report, purchase and delivery of assets or supplies;
- (c) Other activities that achieved the Project’s objectives.

F1.2.2 Reporting Failure. The Province requires submission of the program reports to inform future development of the Program, ensure effective administration and monitor performance of the Program. Any failure by the Recipient to provide Reports to the Province as set out in this Agreement may result in an Event of Default by the Recipient under Section A12.1.



**THE CORPORATION OF THE
TOWNSHIP OF CHISHOLM**

2847 Chiswick Line, R.R. # 4, Powassan, Ontario, P0H 1Z0

MOVED BY:

— Paul Sharp
— Claire Riley
— Nunzio Scarfone
— Bernadette Kerr

SECONDED BY:

— Paul Sharp
— Claire Riley
— Nunzio Scarfone
— Bernadette Kerr

RESOLUTION #: 2025-

Date: January 28, 2025

WHEREAS the Conservation Authorities Act, 1990 (the "Act"), originally enacted in 1946, was established to allow municipalities to form conservation authorities that are equipped to develop and deliver local, watershed-based conservation, restoration and natural resource management programs on behalf of the province and municipalities;

AND WHEREAS there are thirty-six (36) conservation authorities in Ontario, each of which is distinct and reflects the unique environmental, geographic and community needs of its watershed;

AND WHEREAS on October 31, 2025, the Minister of the Environment, Conservation and Parks announced the Government's intention to introduce legislation which would amend the Act to create the Ontario Provincial Conservation Agency and consolidate Ontario's 36 conservation authorities into seven (7) regional conservation authorities.

NOW THEREFORE be it resolved that the Council of the Corporation of the Township of Chisholm wishes to formally state that it opposes the consolidation of Ontario's conservation authorities without knowing the full financial and operational impact to municipalities and the conservation authorities.

I declare this Resolution

Carried
 Defeated
 Deferred

Mayor

RECORDED VOTE

	For	Against
Paul Sharp	—	—
Claire Riley	—	—
Nunzio Scarfone	—	—
Bernadette Kerr	—	—
Gail Degagne	—	—

DECLARATION OF PECUNIARY INTEREST*

Name: _____ Reason: _____

*Removed from discussion and vote.



Outlook

Fwd: Recycling Concerns for Business

From Nunzio Scarfone <n.scarfone@chisholm.ca>

Date Thu 1/22/2026 6:38 PM

To Lesley Marshall <l_marshall@chisholm.ca>

Please include the attached response from Vic Fidelity for discussion for next meeting, some points to further discuss are, is the municipality benefitting from this new initiative? ie. savings in cost of recycling and if so why not use that to pay for the pic ups of small industry's and commercial establishments. Keeping this recycling from ending up in our landfill in the long run would be more fiscally responsible.

Sent from my iPad

Sent from my iPad

Begin forwarded message:

From: "Fedeli, Vic" <vic.fedeli@pc.ola.org>

Date: January 20, 2026 at 10:37:23 AM EST

To: nunzios@boothlanding.com

Subject: Recycling Concerns for Business

Hello Nunzio,

Thank you for reaching out regarding your concerns.

Ontario is transitioning the residential blue box system to a producer responsibility model where Producer Responsibility Organizations (PROs) will be operating a province-wide blue box collection system. As a result of this transition, municipalities will no longer pay the costs of residential blue box services, which will result in savings of approximately \$200 million each year once the transition is fully complete in 2026. These savings can be utilized by municipalities to continue delivering small industrial, commercial, and institutional (IC&I) blue box services.

Under the Blue Box Regulation, PROs are not, and have never been, responsible for collecting blue box waste from IC&I sources. This aligns with the previous system, where municipalities that offered small IC&I collection did so at their own initiative and expense. Most businesses in Ontario currently arrange their own recycling collection through private contracts. PROs have been communicating since 2023 that they will not voluntarily continue to offer this service to municipalities. Municipalities have had ample time to work with small IC&I establishments to identify the best path forward for collection in their communities.

Earlier this year, the Minister of Environment, Conservation and Parks proactively wrote to PROs to ask them to prepare an offer of service that would continue small IC&I collection at municipal cost. Unfortunately, the PROs indicated that they would not be able to fulfill this request, identifying operational, infrastructure, and financial challenges. Despite this, other private sector options remain available to municipalities that wish to continue offering this service.

The ministry continues to encourage all municipalities to work with their local businesses to identify a path forward for IC&I recycling services. If municipalities choose not to offer this service, these select organizations will need to consider arranging recycling independently. Ontario is committed to a blue box system that works for both producers and municipalities. To this end, we will be considering improvements to the system and as this occurs, we will be looking into how any changes to the Blue Box Regulation could leverage the producer-run system and support our communities, small businesses, and institutions to cost-effectively maintain blue box services.

Thank you for taking the time to call.

Best regards,

Alexa Bouchard

Constituency Assistant and Communications
MPP Fedeli – Nipissing District Office
Tel (705) 474-8340
219 Main Street East
North Bay, ON
P1B 1B2

CORPORATION OF THE TOWNSHIP OF CHISHOLM
BY-LAW NUMBER 2026-06

*A by-law to confirm the proceedings of the Council of the Township of Chisholm
at the meeting held on January 27, 2026*

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the power, including a municipality's capacity, rights, powers and privileges under section 9 of the Act, of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Township of Chisholm at this meeting be confirmed and adopted by by-law;

NOW THEREFORE, the Council of the Corporation of the Township of Chisholm enacts as follows:

1. That the actions of the Council of the Township of Chisholm in respect of each motion and resolution passed and other action taken by the Council of the Township of Chisholm at this meeting, save and except any directions passed in the closed session, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the CAO Clerk-Treasurer or Alternate and the appropriate officials of the Township of Chisholm are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Chisholm referred to in the preceding section.
3. The CAO Clerk-Treasurer, or in the absence of the CAO Clerk-Treasurer the Acting Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Chisholm.
4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first, second and third time and passed this 27th day of January, 2026.

Mayor, Gail Degagne

CAO Clerk-Treasurer, Lesley Marshall