

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, SEPTEMBER 22, 2026** **FOLLOWING PUBLIC MEETING 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

(a) September 8, 2026 Regular Meeting (Encl.)

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

(c) Committee Reports

(d) Correspondence

- Invitation to Council, Chisholm's Women's Institute 100th Anniversary (Encl)
- Min. of Municipal Affairs and Housing Re: Ontario Buy Ontario policies (Encl.)
- Min. of Municipal Affairs and Housing Re: Municipal Accountability Act (Encl.)
- Min. of Municipal Affairs and Housing Re: Municipal Procurement (Encl.)
- Email North Bay Mattawa Conservation Authority Re: Board Members (Encl.)
- Resolution Support from Town of Caledon, Re: Funding to Combat Tick Borne Diseases (Encl.)

9. REVIEW BUDGET REPORT

10. PUBLIC WORKS REPORTS

11. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

- (a) Letter from Ministry of Municipal Affairs and Housing Re: Status of Review of OP

12. NEW BUSINESS

- (a) By-law 2026-29, to amend By-law No. 2014-25, as amended, the Zoning By-law for the Township of Chisholm with respect to lands described legal as Parts 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10 in the Township of Chisholm. (Encl.)
- (b) By-law 2026-30, to execute an Ontario Transfer Payment Agreement for NORDS Funding (Encl.)
- (c) Memo From CAO Lesley Marshall Re: Specialized Equipment Service Sharing (Encl.)

13. ADJOURNMENT

- (a) By-law 2026-31, to confirm the proceedings of the Council meeting.
- (b) Resolution re: Adjournment.

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MINUTES **COUNCIL MEETING** **TUESDAY, SEPTEMBER 8, 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, Nunzio Scarfone, and Paul Sharp. Councillor Riley was absent with regrets. Staff member present was CAO Lesley Marshall and OS Shawn Hughes. There were 2 people in attendance in person.

2. NOTIFICATION OF PECUNIARY INTEREST

3. ADOPTION OF AGENDA

Resolution 2026-172 Moved by Paul Sharp and Seconded by Nunzio Scarfone: Be it resolved that the Agenda for this meeting be adopted as printed. 'Carried'

4. ADOPTION OF MINUTES

(a) Minutes, Regular Council meeting, August 20, 2026

Resolution 2026-173 Moved by Bernadette Kerr and Seconded by Paul Sharp: Be it resolved that the Minutes of the August 20, 2026 Regular Council Meeting, be adopted as printed and circulated. 'Carried'

(b) Minutes, Special Council meeting, September 1, 2026

Resolution 2026-174 Moved by Nunzio Scarfone and Seconded by Bernadette Kerr: Be it resolved that the Minutes of the September 1, 2026 Special Council Meeting, be adopted as printed and circulated. 'Carried'

5. APPROVAL OF ACCOUNTS – August 2026

Resolution 2026-175 Moved by Nunzio Scarfone and Seconded by Bernadette Kerr: Be it resolved that the August 2026 Payroll in the amount \$ 37,600.93 and the General Accounts Report in the amount of \$299,774.21 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

Resolution 2026-176 Moved by Paul Sharp and Seconded by Nunzio Scarfone: Be it resolved that the following Staff, Committee and Correspondence reports be received:

- Mayor and Council Reports

- Mayor – General Update
- Staff Reports
- Tax Arrears Report (Encl.)
- Committee Reports
- Correspondence
- Letter, Ministry of Emergency Preparedness and Response (Encl.)
- FONOM, Media Release Re: Statement on US Tariffs and Canada US Trade (Encl.)
- FONOM, Media Release Re: Advances Northern Ontario Priorities (Encl.)
- FONOM, Municipal Service and Those Stepping Forward 2026 (Encl.)
- Resolution, Parry Sound, e-scooters (Encl.)
- Resolution, Township of Brudenell, Lyndoch and Raglan, Re: Provincial Offences System (Encl.)
- Resolution, Mun of Trent Hills, WSIB review. (Encl.) **‘Carried’**

9. REVIEW BUDGET REPORT – Printed September 4, 2026 (Encl.)

Resolution 2026-177 Moved by Bernadette Kerr and Seconded by Paul Sharp: Be it resolved that the Budget Report printed September 4, 2026, be received. **‘Carried’**

10. PUBLIC WORKS REPORTS

- (a) Public Works Activity From OS Shawn Hughes, July 11, 2026 to September 4, 2026
Resolution 2026-178 Moved by Nunzio Scarfone and Seconded by Bernadette Kerr: Be it resolved that the Activity Report from Operations Superintendent Shawn Hughes, dated July 11, 2026, to September 4, 2026, be received. **‘Carried’**

11. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

- (a) Memo from Admin Assistant Re: Lakeshore Road Allowance
Resolution 2026-179 Moved by Paul Sharp and Seconded by Bernadette Kerr: Be it resolved that the Memo from Admin Assistant, dated September 4, 2026, Re: Lakeshore Road Allowance for 100 Greenpoint be received, and further that Council directs staff to continue with the sale of the lakeshore road allowance using the projected straight lines. **‘Carried’**

12. NEW BUSINESS

- (a) Memo From Planner Chris Jones Re: application for a ZBA Algonquin Pallets (Encl.)
Resolution 2026-180 Nunzio Scarfone and Paul Sharp: Be it resolved that the Memo from Planner Chris Jones Re: Application for Zoning By-law Amendment – 2589 Chiswick Line be received and further that staff prepare a zoning by-law amendment for Council’s consideration at its meeting on September 22, 2026. **‘Carried’**
- (b) Invitation to attend East Ferris Remembrance Day Ceremony November 9, 2026 (Encl.)
Resolution 2026-181 Moved by Bernadette Kerr and Seconded by Paul Sharp: Be it resolved that Council authorizes Gail Degagne to attend the East Ferris Remembrance Day Ceremony on November 9th, 2026 at 10:30 a.m. **‘Carried’**

13. ADJOURNMENT

(a) By-law 2026-28 being a By-law to confirm the proceedings of the Council meeting.

Resolution 2026-182 Moved by Bernadette Kerr and Seconded by Paul Sharp: Be it resolved that By-law 2026-28, being a by-law to confirm the proceedings of Council at the meeting September 8, 2026, be read a first, second, and third time and passed this September 8, 2026. **'Carried'**

(b) Resolution re: Adjournment.

Resolution 2026-183 Moved by Nunzio Scarfone and Seconded by Bernadette Kerr: Be it resolved that the Council now adjourn this meeting. Time: 7:27 PM **'Carried'**

Mayor, Gail Degagne

CAO Clerk Treasurer, Lesley Marshall

Jessica Laberge

From: Vicky Short [REDACTED]
Sent: Tuesday, March 24, 2026 2:37 PM
To: Jessica Laberge
Subject: 100th Anniversary Chisholm Branch of the Women's Institute (FWIO)

Hi Jessica,

This year marks the 100th Anniversary of the Chisholm Branch of The Federation of Women's Institute (FWIO).

We would formally like to invite the Mayor of Chisholm and any council members to join in our 100th anniversary afternoon tea on Saturday, October 17, 2026 from 1-4pm at the Chisholm United Church 1469 Chiswick Line as we mark this celebrated milestone.

Please be of note that at this time MP Rochefort will be in attendance and we are currently awaiting an attendance reply from MPP Vic Fedeli.

We hope to see you there and if you wish to say a few congratulatory words you are welcome to do so. Please let me know in advance.

If you require any additional information, I can be reached at this email address or you are welcome to call me at [REDACTED].

Sincerely,

Vicky Short

WI Member - Chisholm Branch

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel. 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. 416 585-7000



234-2026-3477

September 15, 2026

Dear Head of Council,

As we continue working together to protect Ontario workers and communities from President Trump's tariffs, I am writing to make clear our government's expectation that municipalities fully comply with Ontario's Buy Ontario policies and maximize the use of Ontario and Canadian goods and services in municipal procurement. In addition, we will be seeking to extend the Building Ontario Business Initiative (BOBI) to municipalities for good and services procurement.

American tariffs and anti-trade actions against Canadian imports are causing uncertainty for thousands of Ontario businesses and millions of Ontario workers. In response, Ontario has implemented strong procurement requirements that prioritize Ontario and Canadian goods and services in provincial and municipal procurement. These requirements ensure that every possible dollar of Ontario's more than \$30 billion in annual procurement, as well as our \$236 billion, 10-year infrastructure plan, supports Ontario and Canadian workers.

Ontario taxpayers expect municipalities to do the same. Ontario municipalities spend more than \$22 billion each year procuring goods and services. The Municipal Buy Ontario Procurement Directive requires municipalities, local boards and municipal services corporations to prioritize Ontario and Canadian products. In light of this latest round of tariffs and anti-trade actions against Canada, adherence to these requirements is not optional. It is an absolute must. Municipalities must use every available opportunity to prioritize Ontario and Canadian goods and services.

I appreciate that many municipalities are already taking steps to maximize their use of Ontario and Canadian content. Today, I am making clear your obligation, and that of your municipal leadership team, to closely review your supply chains, procurement practices and upcoming purchases to identify every opportunity to increase domestic procurement. This should include determining whether goods and services currently sourced from outside Canada can be replaced with Ontario or Canadian alternatives, including through the expanded application of BOBI.

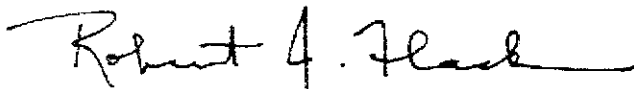
Failure to comply with Buy Ontario requirements will force us to reconsider provincial funding made available to municipalities, in addition to other consequences under the Buy Ontario Act (Public Sector Procurement), 2025.

In the face of these unprecedented economic attacks against our province and country, we all have a responsibility to do everything within our control to protect our workers and communities. Following Buy Ontario procurement policies can make the difference for an Ontario company that might otherwise be forced to close its doors or lay off workers because of U.S. tariffs.

I welcome your continued partnership as we work together as a united Team Canada to stand up for our province and country and protect Ontario workers and families.

Your Chief Administrative Officer will also receive correspondence outlining our government's expectations that municipal administrations identify further opportunities to increase domestic procurement.

Sincerely,

A handwritten signature in black ink, reading "Robert J. Flack". The signature is fluid and cursive, with a long horizontal stroke at the end.

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

c: The Hon. Stephen Crawford, Minister of Public and Business Service Delivery and Procurement

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
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234-2026-3320

September 10, 2026

Dear Head of Council,

I am writing to advise that the content of proposed regulations under the Municipal Accountability Act, 2026, which received Royal Assent on June 2, 2026, is now posted on Ontario's regulatory registry for public comment.

The Act represents a significant step toward strengthening accountability and public confidence in local government. If the changes made by this Act are brought into force, the Ministry of Municipal Affairs and Housing is proposing regulations that would:

1. Establish a standardized municipal code of conduct for members of council and certain local boards;
2. Establish standardized municipal integrity commissioner inquiry processes; and
3. Establish education and training requirements for municipal integrity commissioners and for members of councils and certain local boards.

I value your perspective as Head of Council and encourage you to provide comments through the Regulatory Registry on behalf of your municipality, including any views or feedback from members of council: [Proposal for Regulations to Establish a Standardized Municipal Code of Conduct; Municipal Integrity Commissioner Processes and Education and Training Requirements | regulatoryregistry.gov.on.ca](https://regulatoryregistry.gov.on.ca)

The proposal is open for public comment until October 2, 2026. Feedback will help inform the development of these regulations and support their effective implementation for the start of the new municipal council term on November 15, 2026.

If you have any questions regarding the proposal, please contact Robert Dodd, Chief of Staff, Minister's Office, Ministry of Municipal Affairs and Housing
Robert.Dodd@ontario.ca.

I look forward to receiving your input.

Sincerely,

A handwritten signature in black ink that reads "Robert J. Flack".

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

cc : Robert Dodd, Chief of Staff, Minister's Office, Ministry of Municipal Affairs and Housing
Martha Greenberg, Deputy Minister of Municipal Affairs and Housing
Laurie Miller, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal and Housing Operations Division
Municipal Chief Administrative Officer

September 17, 2026

SUBJECT: Supporting Ontario and Canadian Suppliers Through Municipal Procurement

Dear Chief Administrative Officer,

I am writing to share information on Ontario's ongoing efforts to strengthen domestic supply chains and to ensure our expectations are aligned regarding municipal public sector procurement.

Ontario has introduced several procurement measures, including the Buy Ontario Act (Public Sector Procurement), 2025, and the Municipal Buy Ontario Procurement Directive, to increase participation by Ontario and Canadian suppliers in public sector purchasing. Looking ahead, the government is also considering additional actions that would strengthen these policies to expand domestic procurement, protect jobs, and maximize the economic benefits of public sector spending, such as extending the Building Ontario Business Initiative (BOBI) to municipalities for the procurement of goods and services.

Municipal Heads of Council have also received letters outlining these measures and the government's expectations regarding compliance with Buy Ontario procurement policies.

Municipalities play an important role in supporting Ontario's economy, strengthening supply chain resilience and ensuring that public spending delivers maximum economic benefit for Ontario businesses and workers. While municipal procurement decisions are made independently and within local governance frameworks, municipalities are expected to ensure that applicable Ontario legislation, directives and policies are understood and appropriately reflected in procurement practices.

Given the current economic environment and ongoing trade uncertainties, municipalities should review upcoming procurement activities, sourcing practices and supply chains to identify every opportunity to increase consideration of Ontario and Canadian goods, services and suppliers.

To align with the Directive, please remind all those involved at the municipal level about their responsibilities and obligations under Ontario's domestic procurement framework and ensure that these requirements are incorporated into procurement planning and decision-making

Thank you for your continued collaboration and leadership. By ensuring that procurement obligations are understood and consistently applied, municipalities and the province can work together to support Ontario businesses and build a more resilient and competitive Ontario economy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martha Greenberg', followed by a long horizontal line extending to the right.

Martha Greenberg
Deputy Minister, Ministry of Municipal Affairs and Housing

c: Samantha Poisson, Deputy Minister, Ministry of Public and Business Service
Delivery and Procurement

Clarification on Conservation Authority Board Governance During Municipal Election and Leading Up to February 1, 2027

From Paula Loranger <Paula.Loranger@nbmca.ca>

Date Thu 9/10/2026 2:12 PM

To Paula Loranger <Paula.Loranger@nbmca.ca>

Cc Karen.mcisaac@northbay.ca <Karen.mcisaac@northbay.ca>; Nicky Kunkel <cao.clerk@bonfieldtownship.com>; Cpigeau@callander.ca <Cpigeau@callander.ca>; CAO <cao@calvintownship.ca>; Lesley Marshall <l.marshall@chisholm.ca>; kari.hanselman@eastferris.ca <kari.hanselman@eastferris.ca>; Amy Leclerc <clerk@mattawa.ca>; Joanne Montreuil <admin@mattawan.ca>; clerk@papineaucameron.ca <clerk@papineaucameron.ca>; clerk@powassan.net <clerk@powassan.net>

 2 attachments (473 KB)

CA Board Governance.pdf; CA Board Governance.pdf;

Good afternoon,

This message is being sent on behalf of the Chair, NBMCA's Board of Directors.

Please see the attached letter from Hassaan Basit, CEO of the Ontario Provincial Conservation Agency, regarding Conservation Authority board governance during the upcoming municipal election period.

In short, the letter confirms that Conservation Authority boards are not affected by the provisions under the Municipal Act. For this reason, current North Bay-Mattawa Conservation Authority (NBMCA) board members will remain in their positions throughout the fall and up until February 1, 2027.

Effective February 1, 2027, NBMCA will become part of the consolidated Northeastern Ontario Regional Conservation Authority (NEORCA); a new NEORCA board will have been appointed by that date.

Please feel free to reach out if you have any questions.

Paula Loranger
Communications & Outreach Program Specialist
North Bay-Mattawa Conservation Authority
705-494-5115 (cell)
705-474-5420 ext 2002

**Ontario Provincial
Conservation Agency**

**l'Agence ontarienne de
protection de la nature**

September 9, 2026

Dear Conservation Authority CAOs and GMs:

We have received several inquiries regarding CA board governance in light of the upcoming municipal election and would like to provide clarification. Specifically, we have heard concerns related to a potential “lame duck” status of municipal council members during the election period and resulting impacts for CA board responsibilities including the approval of 2027 budgets.

These concerns appear to stem from Section 275 of the *Municipal Act, 2001*, which establishes that if less than three quarters of the members of an outgoing council are returning, the outgoing council is restricted from specific actions, including making expenditures or incurring liabilities.

It is important to note that CAs are independent organizations and for that reason, this provision of the Act does not apply to CA's budgets or expenditures. In addition, Section 14(4.2) of the *Conservation Authorities Act* sets out that a municipal council member remains a member until they are replaced. This means that existing board members continue to hold their responsibilities as members of the conservation authority board, including participating in the budget process.

For these reasons, the municipal election this October will not affect the current composition or operation of CA boards. Existing board members will remain in their positions throughout the fall and until consolidation in February 2027.

To be clear, whether a current board member chooses not to seek re-election or is unsuccessful in their re-election, does not affect the CA board prior to consolidation. Current board membership remains unchanged until that time.

We hope this clarification is helpful and addresses any questions that may have arisen. We would also like to take this opportunity to thank you for your ongoing support and collaboration as we continue our transition planning.

Sincerely,



Hassaan Basit
CEO
Ontario Provincial Conservation Agency



Annette Groves
Mayor

July 2, 2026

Sent via E-Mail: sylvia.jones@pc.ola.org

Honourable Sylvia Jones, Deputy Premier
Constituency Office
Suite A, 3rd Floor
180 Broadway Ave.
Orangeville, ON L9W 1K3

Dear Deputy Premier Jones,

RE: Motion for Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases

I am writing to advise that at the Town Council meeting held on June 23, 2026, Council adopted a motion regarding requesting support to combat tick borne diseases.

The resolution reads as follows:

Whereas the prevalence of ticks, including those known to carry Lyme disease, and other Vector borne diseases have increased across Ontario;

Whereas Lyme disease diagnoses have increased by 27% in 2024 to 2369 (Public Health Agency of Canada, PHAC);

Whereas residents across Caledon have registered growing concerns about public health risks associated with tick exposure in parks, trails and residential areas;

Whereas municipalities have limited jurisdiction and resources to effectively manage tick populations on a broad ecological scale;

Whereas the Government of Ontario is responsible for public health policy, environmental management and vector-borne disease prevention and detection;

Therefore, be it resolved that:

Caledon Town Council formally requests that the Government of Ontario investigate and implement measures to reduce burgeoning tick populations and to mitigate their associated public health risks; and

THE CORPORATION OF THE TOWN OF CALEDON

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | www.caledon.ca | annette.groves@caledon.ca

That such measures may include safe and effective tick control methods, public education campaigns and coordinated regional strategies; and

That the Province consider increased funding and support for local public health units to address tick-borne disease prevention; and

That a copy of this motion be sent to Minister of Health, Sylvia Jones, Chief Medical Officer of Health, Kiernan Moore, Minister of the Environment, Conservation and Parks, Todd McCarthy, Peel Public Health, the Toronto and Region Conservation Authority (TRCA), the Credit Valley Conservation (CVC), the Association of Municipalities of Ontario (AMO) and all 444 municipalities across Ontario.

For more information regarding this request, please contact the undersigned by email to mayor@caledon.ca or by phone at 905.584.2272 ext. 4155.

Thank you for your attention to this matter.

Sincerely,



Mayor Annette Groves

CC:

Chief Medical Officer of Health Kieran.Moore@ontario.ca

Minister of the Environment, Conservation and Parks minister.mecp@ontario.ca

Peel Public Health info@peelregion.ca

Toronto and Region Conservation Authority (TRCA) info@trca.ca

Credit Valley Conservation (CVC) foundation@cvc.ca

Association of Municipalities of Ontario (AMO) resolutions@amo.on.ca

444 municipalities across Ontario

THE CORPORATION OF THE TOWN OF CALEDON

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Ministry of
Municipal Affairs
and Housing

Ministère des
Affaires municipales
et du Logement



Municipal Services Office
North (Sudbury)

159 Cedar Street, 4th Floor
Sudbury ON P3E 6A5
Tel.: 705 564-0120
Toll-free: 1 800 461-1193

Bureau des services aux
municipalités du Nord (Sudbury)

159, rue Cedar, 4^e étage
Sudbury ON P3E 6A5
Tél.: 705 564-0120
Sans frais: 1 800 461-1193

September 11, 2026

via email only

Township of Chisholm
2847 Chiswick Line
Powassan ON, P0H 1Z0
I.marshall@chisholm.ca

Attention: Lesley Marshall, CAO - Clerk Treasurer

**Subject: Status of Review – Adopted Official Plan
Township of Chisholm
MMAH File N° 48-OP-244656**

The purpose of this letter is to provide the status of the review of the official plan recently adopted by council on August 20, 2026, by By-law N° 2026-26, which was received by this office by email on September 4, 2026.

The prescribed materials were screened, all the applicable requirements under section 7 of Ontario Regulation 543/06 have been met, and your application was determined to be complete as of September 8, 2026. The time period referred to in subsection 17(40) of the *Planning Act* begins as of this date. Therefore, our target to make a decision on this official plan is January 6, 2027.

This adopted official plan will be posted as a proposal instrument on the Ministry of Environment, Conservation and Parks Environmental Registry under the Environmental Bill of Rights for a 30-day public review and comment period at <https://ero.ontario.ca/>. Partner ministries may be circulated for comment on this application.

If you have any questions or would like to discuss this file, please contact me at (249) 885-4067.

Kind regards,

David Ferrone

David Ferrone, Planner
Municipal Services Office – North (Sudbury)

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM
BY-LAW NO. 2026-29

Being a By-law to amend By-law No. 2014-25, as amended, the Zoning By-law for the Township of Chisholm with respect to lands described legally as Parts 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10 in the Township of Chisholm.

WHEREAS the Council of the Corporation of the Township of Chisholm is empowered to pass Zoning By-laws to regulate the use of land pursuant to Sections 34 of the Planning Act, 1990;

AND WHEREAS the subject lands were previously the subject of a temporary use by-law to permit the operation of a wood pallet production business and the temporary use by-law has now expired;

AND WHEREAS the owners of the subject lands have filed an application with the Township of Chisholm to amend By-law No. 2014-25, as amended to re-instate the business;

AND WHEREAS the Council of the Corporation of the Township of Chisholm deems it appropriate to amend By-Law 2014-25, as amended;

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

1. By-law 2024-07 (the Temporary Use By-law is hereby repealed).
2. Schedule 'B', to Zoning By-law No. 2014-24 as amended, is further amended by zoning lands described legally as Parts 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10, in the Township of Chisholm from the Rural (RU) Zone to the Rural Exception (RU-12) Zone as shown on Schedule 'A-1' attached hereto and forming part of this By-law.
3. And Further, Section 8.1 to Zoning By-law 2014-25 as amended, is further amended by adding the following new-subsection after section 8.1.11:

8.1.12 Wood Pallet Home Industry

Notwithstanding the regulations of Section 4.8, Home Industry, on lands described legally as Part 1 and 2, Plan 36R-15557, located in part of Lot 18, Concession 10 and located in the RU-12 Zone, the only permitted uses shall be one detached dwelling, a hobby farm and a wood pallet production business shall also be an accessory home industry, subject to the following regulations:

- | | |
|--|--------------------|
| a) Minimum Lot Area: | 2 ha |
| b) Minimum Lot Frontage: | 180 m |
| c) Total floor area of Workshop for Home Industry: | 297 m ² |
| d) Maximum Number of Accessory Buildings Used in Conjunction with Home Industry: | 1 |

For the purpose of the RU-12 Zone, a wood pallet production business shall be limited to the production, storage and sale of wood pallets and shall not include a sawmill or the storage and processing of raw timber.

In addition, in the RU-12 Zone, outdoor storage shall be limited to the temporary storage of dimension lumber and finished product awaiting pick-up. Outdoor storage shall only be permitted in the rear yard and eastern side yard on lands located within 45 metres of the rear wall of the workshop and within 15 metres of the eastern wall of the workshop.

The height of stacked materials or finished product shall not exceed the height of the wall of the workshop.

Furthermore, the land and buildings subject to these provisions shall also be subject to a site plan agreement which will stipulate additional provisions to be adhered to by the owner/operator.

4. In all other respects, the provisions of By-law 2014-25, as amended, shall apply.

This By-law shall come into effect upon the date of passage hereof, subject to the provisions of Section 34 (30) and (31) of the Planning Act (Ontario).

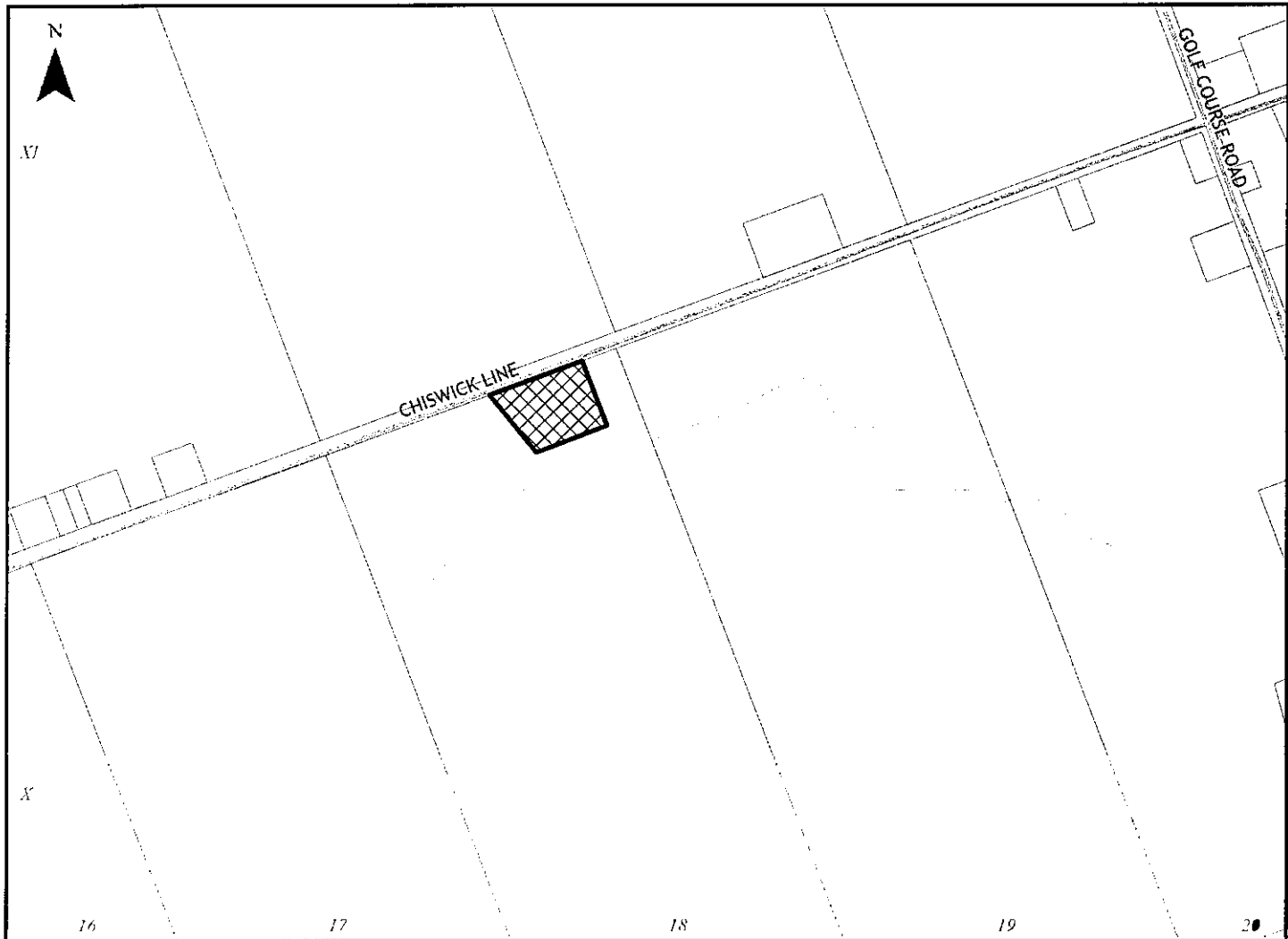
READ A FIRST AND SECOND TIME on the 22nd day of September 2026.

READ A THIRD TIME and finally passed this 22nd day of September 2026.

Mayor

Clerk

Schedule 'A-1'
By-law 2026-29
Lot 18, Concession 10
Part 1&2 36R-15557
Township of Chisholm



Lands to be rezoned from the Rural (RU) Zone
to the Rural Exception (RU-12) Zone

This is Schedule 'A-1' to By-law 2026-29

Passed this 22nd day of September, 2026.

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM

SITE PLAN AGREEMENT

(DRAFT - September 10, 2026)

THIS AGREEMENT made in triplicate this day of September, 2026.

BETWEEN:

ATLEE TROYER
hereinafter referred to as the "OWNER"

- AND -

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM,
hereinafter called the "TOWNSHIP"

WHEREAS the OWNER is the owner in fee simple of a rural lot in the Township of Chisholm in the District of Nipissing being more particularly described in Schedule "A" attached hereto;

AND WHEREAS the OWNER has requested zoning approval to permit a wood pallet production and sales business;

AND WHEREAS the TOWNSHIP requires certain provisions with respect to the operation and maintenance of the business to be formalized through a Site Plan Agreement;

AND WHEREAS Section E1.4 of the Township's Official Plan designates all areas of the Township as being subject to site plan control;

NOW THEREFORE WITNESSETH that in consideration of other good and valuable consideration and the sum of FIVE (\$5.00) DOLLAR of lawful money of Canada now paid by the OWNER to the TOWNSHIP, the receipt whereof is hereby acknowledged, the OWNER and the TOWNSHIP covenant, declare and agree as follows:

SECTION I - LANDS TO BE BOUND

- 1) The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the Township of Chisholm and are more particularly described in Schedule "A" hereto.

SECTION II - COMPONENTS OF THE AGREEMENT

- 1) The text, consisting of Sections I through VI, and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan

SECTION III - REGISTRATION OF AGREEMENT

- 1) This Agreement shall be registered on title to the OWNER's lands.
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required.
- 3) The PARTIES agree that this Agreement must be registered against the OWNER'S lands within thirty (30) days of the execution thereof by the TOWNSHIP.
- 4) The OWNER agrees to have the TOWNSHIP register this Agreement at the expense of the

OWNER.

SECTION IV – BUILDING AND SEPTIC SYSTEM PERMITS

- 1) The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out development of the land subject to this agreement until this Agreement has been registered on title to the lands described in Schedule “A” attached hereto and a registered copy of same has been provided to the TOWNSHIP.
- 2) On any application for a Building Permit and prior to the issuance thereof, the OWNER shall submit such plans, specifications and approvals with respect to the project as are required to the TOWNSHIP for the approval of the Chief Building Official.
- 3) The OWNER agrees to fulfill any requirements of the North Bay Mattawa Conservation Authority to ensure any septic system on the subject property is compliant with applicable Building Code or Ministry of Environment, Conservation and Parks regulations.

SECTION V - PROVISIONS

- 1) The OWNER agrees to comply with the regulations and provisions of Comprehensive Zoning By-law 2014-25, as amended.
- 2) The OWNER agrees that any site alteration provides for the grading or change in elevation or contour of the land and the disposal of storm, surface and waste water from the lands and from any buildings or structures in such a way as to ensure that the natural drainage is not altered in any way that will adversely impact or cause damage to any adjacent lands or to any public highway or Township road.
- 3) The OWNER agrees to maintain the lands subject to this agreement in a clean and orderly state and to operate the wood pallet production and sales business in a manner that is compatible with surrounding uses, neat and orderly.
- 4) The OWNER agrees that the building utilized in conjunction with the business will be located in the manner illustrated on the site plan attached hereto as Schedule “B” and forming part of this Agreement. The OWNER agrees that only one building, a workshop, will be utilized in conjunction with the business and all other buildings will be utilized for personal or hobby farm uses.
- 5) The OWNER agrees to maintain a landscaped buffer strip comprised of coniferous trees adjacent to the workshop in the location illustrated on Schedule “B”. The landscaped buffer strip shall consist of at least one row of coniferous trees having a minimum height of two metres.
- 6) The OWNER agrees that the dwelling located on the lands subject to this Agreement shall be occupied only by the owner and/or an employee of the business.
- 7) The OWNER agrees the building identified on the site plan attached at Schedule “B” as a 1 storey metal clad shop is the workshop building and shall be used exclusively for the production of wood pallets.
- 8) The OWNER agrees that equipment utilized in conjunction with the business will be limited to planer, table saw, mitre or radial-arm saw and will be located only in the workshop building. The OWNER agrees that this agreement does not authorize the use of a sawmill for the production of dimension lumber from logs.
- 9) The OWNER agrees to be aware of and conduct the business in a manner that is compliant with Ministry of the Environment, Conservation and Parks regulations.
- 10) The OWNER agrees that no entrance shall be installed on Chiswick Line unless authorized by the TOWNSHIP. The OWNER agrees to address any deficiencies to the existing entrance in a timely manner if requested to do so by the TOWNSHIP.

- 11) The OWNER agrees to be aware of and comply with half-load-restrictions as authorized by the TOWNSHIP.
- 12) The OWNER agrees that no vehicles shall be used by the owner or any employee in the operation of the business with the exception of one fork lift.
- 13) The OWNER agrees that there will be no underground storage of petroleum products or fluids on the subject lands.
- 14) The OWNER agrees that the only permissible open storage related to the business shall be lumber and stacked wood pallets ready for pick up and may only be located in the rear and side yard of the workshop building in the manner regulated by By-law 2014-25 as amended.
- 15) The OWNER agrees that salvage or refuse including packing materials or related material shall not be stored on-site.
- 16) The OWNER agrees to not use sea containers, truck trailers or similar containers on the subject lands for storage, signage or any other purpose.
- 17) The OWNER agrees that any sign related to the business shall not be larger than 1 m² and shall not be illuminated or utilize digital imaging.
- 18) The OWNER shall be aware and comply with spatial separations as required by the Ontario Building Code must be complied with.
- 19) The OWNER agrees that if requested by the TOWNSHIP, the OWNER will retain an acoustical engineer to assess stationary noise sources and provide a report and recommendations concerning such noise sources and compliance with the Ministry of Environment, Conservation and Parks Environmental Noise Guideline (NPC-300) and where required, the OWNER shall act on such recommendations in an expeditious manner.
- 20) The OWNER agrees the regular hours of operation shall be 7 am to 9 pm Monday to Friday from July 1 to October 31, 7 am to 7 pm from November 1 to June 30, 9 am to 1 pm on Saturday and closed Sunday. Notwithstanding, maintenance and repair activities can be undertaken outside of these hours.
- 21) The OWNER agrees to permit inspection of the subject lands by any Municipal Official.
- 22) The OWNER agrees to reimburse the TOWNSHIP for all costs associated with the preparation, administration, registration and processing of this Agreement.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

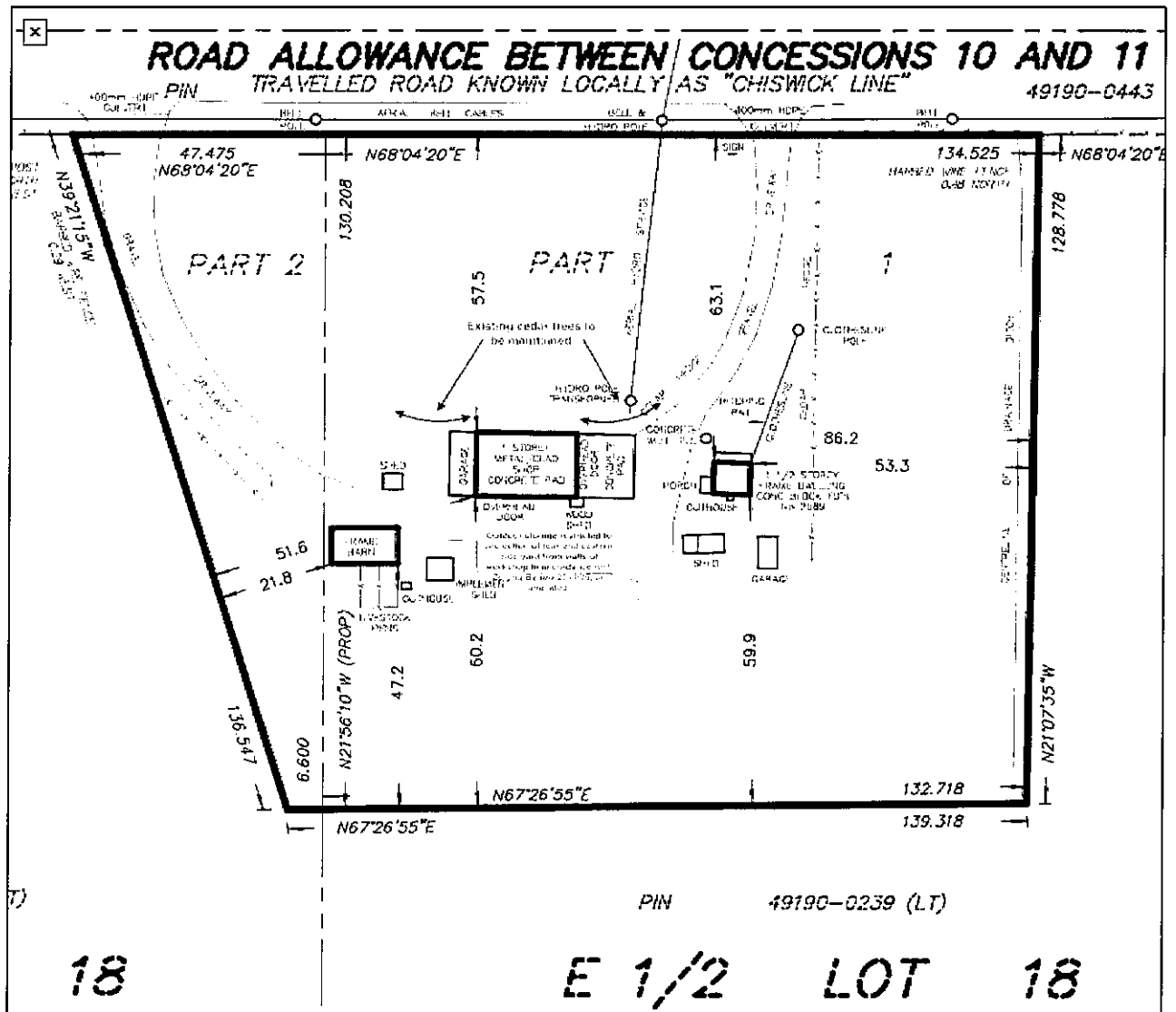
- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 3) The Agreement shall come into effect on the date of execution by the TOWNSHIP.
- 4) Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the TOWNSHIP or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the TOWNSHIP from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 5) The OWNER covenants and agrees to release and forever discharge the TOWNSHIP from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the TOWNSHIP to carry out any of its obligations under this

SCHEDULE "A"

DESCRIPTION

Part 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10, Township of Chisholm, District of Nipissing.

(kept on file at Township office)



THE CORPORATION OF THE TOWNSHIP OF CHISHOLM

BY-LAW NO. 2026-30

Being a By-law to authorize the Mayor and CAO Clerk Treasurer to execute a Ontario Transfer Payment Agreement for the Northern Ontario Resource Development Support Fund (NORDS) with her Majesty the Queen as represented the Province of Ontario, Minister of Northern Economic Development and Growth.

WHEREAS the Council of the Corporation of the Township of Chisholm deems it expedient for the Mayor and CAO Clerk Treasurer to enter into a Transfer Payment Agreement for the Northern Ontario Resource Development Support Fund (NORDS) with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Northern Economic Development and Growth;

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

1. **THAT** the Municipality enters into and executes with Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Northern Economic Development and Growth a Transfer Payment Agreement, attached as Schedule “A” to this by-law.
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 FINALLY PASSED THIS 22nd DAY OF FSEPTEMBER, 2026.

Mayor, Gail Degagne

CAO Clerk-Treasurer, Lesley Marshall

ONTARIO TRANSFER PAYMENT AGREEMENT

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

BETWEEN:

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

(the "Province")

- and -

CORPORATION OF THE TOWNSHIP OF CHISHOLM

(the "Recipient")

CONSIDERATION 371002.16

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

1.0 1.0 ENTIRE AGREEMENT

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

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

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

2.0 2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 3.0 COUNTERPARTS

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

4.0 4.0 AMENDING THE AGREEMENT

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

5.0 5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- a. by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario), *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

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

SIGNATURE PAGE FOLLOWS

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

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

Date

Name: Tracey Dawson-Kinnonen

Title: Director

CORPORATION OF THE TOWNSHIP OF CHISHOLM

Date

Name: Lesley Marshall

Title: CAO/Clerk Treasurer

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

"Budget" means the budget attached to the Agreement as Schedule "D".

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

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

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

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

(d) such Failure is continuing,

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

A27.0 SURVIVAL

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

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$371,002.16
Expiry Date	August 31, 2031
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Tracey Dawson-Kinnonen, Director Transportation, Trade and Investment Branch Northern Development Division Ministry of Northern Economic Development and Growth Fax: 705-541-2140 Email: Tracey.Dawson-Kinnonen@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Lesley Marshall Address: , , , , Fax: 7057245099 Email: l.marshall@chisholm.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Lesley Marshall Address: , , , , Fax: 7057245099 Email: l.marshall@chisholm.ca

Additional Provisions:

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

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

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

"Program" means the Northern Ontario Resource Development Support Fund

Program.

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

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

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

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

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

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

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

(e) only use the Funds for Eligible Costs.

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

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

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

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

SCHEDULE "C"

PROJECT AND BUDGET

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

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

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

SCHEDULE "D"

LEFT INTENTIONALLY BLANK.

SCHEDULE "E"
PAYMENT PLAN

Payment Schedule:

Milestone	Milestone Due Date	Payment Date	Amount
Agreement fully executed by both Parties	Not applicable	Within 30 days after Agreement fully executed by both Parties	\$74,200.43
Delivery of the following: • Project Information Form for 2027-28; and • Annual Report for 2026-27	March 31, 2027	Within 30 days after written approval of the Project Information Form for 2027-28 and Annual Report for 2026-27 by the Province, but no earlier than April 1, 2027	\$74,200.43
Delivery of the following: • Project Information Form for 2028-29; and • Annual Report for 2027-28	March 31, 2028	Within 30 days after written approval of the Project Information Form for 2028-29 and Annual Report for 2027-28 by the Province, but no earlier than April 1, 2028	\$74,200.43
Delivery of the following: • Project Information Form for 2029-30; and • Annual Report for 2028-29	March 31, 2029	Within 30 days after written approval of the Project Information Form for 2029-30 and Annual Report for 2028-29 by the Province, but no earlier than April 1, 2029	\$74,200.43
Delivery of the following: • Project Information Form for 2030-31; and	March 31, 2030	Within 30 days after written approval of the Project Information Form for 2030-31 and Annual Report for 2029-30	\$74,200.43

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

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

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

Report Details:

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

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

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

Appendix I

Form of Project Information Form

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

E - Project Information Form(s)

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

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

Add		Remove
Project Name: *	Project Type: *	

Project Description: *

Resource Development Sector: *	Type of Resource Development Impact: *
--------------------------------	--

Resource Development Impacts: *

Is the project signed with an existing municipal planning document? Planning Documents: Check all that apply.

Asset Management Plan	Official Plan	Strategic Plan	Other
-----------------------	---------------	----------------	-------

Project Start Date (mm/dd/yyyy) *	Project End Date (mm/dd/yyyy) *
-----------------------------------	---------------------------------

Partnership Type (Select One) *

If you are the lead partner, please indicate that you own the asset. If you are a supporting municipality, please identify the project lead and confirm the amount of NORDS funding that is to be transferred to the lead municipality.

Note that supporting municipalities must submit a Council resolution confirming your support.

Total Project Costs *	Eligible Project Costs (e.g. capital costs) *
-----------------------	---

Project Expenditure Forecast

Year	Expenditure Amount	NORDS Allocation(s) to be utilized towards the project
2026-27 - Year 1		
2027-28 - Year 2		

250528-29

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

2028-29 - Year 3		
2029-30 - Year 4		
2030-31 - Year 5		
Total		

Other Funding Sources

Identify all other funding sources related to the proposed project.

Funding Source Include:

1. Ontario Community Infrastructure Fund (OCIF)
2. Build Communities Strong Fund (BCSF) Community Stream
3. Investing in Canada Infrastructure Program (ICIP)
4. Connecting Links Program
5. Northern Ontario Heritage Fund Corporation (NOHFC)
6. Municipality
7. other

Name of Funding Source - 1	Funding Amount - 1	Status - 1
Name of Funding Source - 2	Funding Amount - 2	Status - 2
Name of Funding Source - 3	Funding Amount - 3	Status - 3

Appendix II Form of Annual Report

Parts A – C: Organization Information

Part D:

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

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

Project Name

Project Type

Status

Construction Start Date

Construction Completion Date

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

Total Project Costs:

Previous Funding Years expenditures

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

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

20XX-XX Funding Year expenditures

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

Future years expenditure forecast

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

Project Update

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

Project Outcomes

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

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

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

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

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

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

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

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

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

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

- Engineering Assessment
- Industry Standards
- Other: _____

Part F: Declaration / Signing

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

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

Recipient

Date: _____

Name: _____

Position:

MEMORANDUM

To: Mayor and Members of Council

From: CAO Clerk Treasurer

Date: September 18, 2026

Subject: Specialized Equipment Services to Local Municipalities

Purpose

The purpose of this memorandum is to identify a potential opportunity for the Township to generate additional revenue and improve the utilization of specialized municipal equipment by providing equipment and operator services to neighbouring municipalities when Township operational requirements permit.

Background

The Township owns specialized equipment required for municipal road and public works operations. Some of this equipment represents a significant capital investment but is only required for specific operations or during certain periods of the year.

Neighbouring municipalities have many of the same operational requirements but may not own the specialized equipment necessary to complete the work. As a result, these services are often contracted to the private sector.

Where Chisholm already owns the required equipment and has available staff and equipment capacity after completing its own work, there may be an opportunity to provide these services to other municipalities on a fee-for-service basis.

The intent would not be to purchase equipment primarily for external work or to compete for work at the expense of Township operations. Rather, the objective would be to make better use of assets the Township already owns and generate revenue that can contribute toward their operating, maintenance and eventual replacement costs.

Financial Illustration – Roadside Brushing

Roadside brushing provides a practical example of the potential opportunity. The Township currently owns the specialized equipment necessary to undertake this work.

Administration is aware of a neighbouring municipality that contracted roadside brushing services in 2026 for approximately \$11,000. Based on the nature and approximate quantity of the work, it is estimated that Chisholm could complete comparable work in approximately 12 equipment/operator hours.

For the purpose of illustrating the potential financial benefit, the following assumptions have been used: operator wage of \$28.00 per hour; estimated work of 12 hours; equipment replacement value of \$25,000; illustrative equipment life of 10 years or approximately 2,000 operating hours; and an equipment capital/replacement allowance of \$12.50 per operating hour.

Illustrative Cost	Calculation	Amount
Operator wages	12 hrs × \$28.00	\$336
Payroll burden (25%)	25% × \$336	\$84
Equipment replacement allowance	12 hrs × \$12.50	\$150
Fuel	Estimated	\$600

Maintenance/repairs allowance	Estimated	\$500
Mobilization/administration	Estimated	\$500
Estimated incremental/allocated cost		\$2,170
Potential service revenue		\$11,000
Estimated contribution to Township		\$8,830

Note: The above calculation is intended as an illustration only. Actual fuel consumption, maintenance costs, equipment life, mobilization requirements and staff costs would need to be confirmed before establishing a municipal service rate.

Under this example, approximately \$2,170 of an \$11,000 service would be attributable to estimated incremental and allocated costs, leaving approximately \$8,830 as a contribution to the Township.

The \$8,830 should not necessarily be characterized entirely as profit. The Township has already incurred the capital cost of acquiring the equipment and carries ongoing costs associated with ownership, storage, insurance, administration and eventual replacement. However, external work provides an opportunity to recover a greater portion of those costs from an asset the Township already requires for its own operations.

The example is particularly significant because the estimated work requires only approximately 12 additional equipment hours. In this scenario, an \$11,000 external service would generate approximately \$736 in revenue per operating hour, while making use of existing equipment and available staffing capacity.

Protecting Township Operations

Any external work would remain secondary to Chisholm's own operational requirements.

Township roads, infrastructure and scheduled work would continue to receive priority. External work would only be accepted where the Public Works Department determines that sufficient staff and equipment capacity exists and that the work would not delay or interfere with Township operations.

Administration would also consider the effect of additional operating hours on maintenance schedules and equipment life when determining whether individual projects provide sufficient financial benefit.

The Township would not be committing to making equipment or staff available on demand. Each potential project would be considered based on operational capacity and the benefit to Chisholm at the time the work is requested.

Supervision and Operational Control

A concern previously identified with providing services to another municipality was the potential for a Township employee to effectively have "two supervisors" while performing work outside Chisholm.

Any service arrangement would be structured specifically to avoid this situation. Employees performing external work would remain employees of the Township of Chisholm and would continue to report to and receive operational direction from their Chisholm supervisor.

The receiving municipality would identify the scope and location of the work and the desired service outcome, but would not assume supervisory authority over Chisholm employees. For example, a receiving municipality could identify the roads or sections of road to be brushed and the required limits of the work. Chisholm would remain responsible for determining how the work is assigned and performed.

Chisholm would retain responsibility for employee scheduling, work assignments, operating procedures, health and safety, performance management and all other employer responsibilities.

Any requested changes to the scope of work or concerns regarding an employee's performance would be communicated through the designated Chisholm supervisor rather than through direct supervision of the employee.

This distinction would be clearly established in the intermunicipal service agreement and communicated to staff before work begins. This would maintain a single chain of command for Chisholm employees while allowing the receiving municipality to clearly identify and confirm the service it requires.

Broader Financial Opportunity

Roadside brushing is intended only as an example. Administration could review other specialized equipment owned by the Township to determine whether similar opportunities exist.

- the Township already owns for its own operational requirements;
- has periods of available capacity;
- provides a service that neighbouring municipalities currently contract externally; and
- can be operated externally without interfering with Chisholm's own work program.

There may also be opportunities for reciprocal arrangements. Where another municipality owns specialized equipment that Chisholm requires only occasionally, accessing that service municipally may be more economical than purchasing additional equipment or contracting privately.

This approach could therefore support both revenue generation and greater intermunicipal cooperation, while allowing participating municipalities to make more efficient use of existing publicly owned equipment.

Considerations Before Proceeding

Prior to offering services, Administration should establish an appropriate rate for each service being considered. Rates should recognize wages and payroll costs, fuel, maintenance and repairs, equipment wear and depreciation, mobilization, administration, insurance and an appropriate contribution toward equipment replacement.

Insurance and liability requirements, operator and employment considerations, responsibility for damage, minimum charges, cancellation provisions and invoicing/payment terms would also need to be established.

A standard intermunicipal service agreement should establish, at minimum:

- scope and location of work;
- pricing and payment terms;
- authority to approve changes or additional work;
- supervision and chain of command;
- health and safety responsibilities;
- insurance and liability requirements;
- equipment damage and breakdown responsibilities;
- scheduling and cancellation provisions; and
- designated contacts for each municipality.

Establishing these requirements in advance would provide clarity for both municipalities and ensure that external work remains appropriately controlled by Chisholm.

Recommendation

That Council receive the memorandum regarding opportunities to provide specialized municipal equipment and operator services to neighbouring municipalities;

And further that Council authorize Administration to investigate the feasibility of providing roadside brushing and other specialized equipment services to neighbouring municipalities, including potential demand, full-cost recovery rates, insurance and liability requirements and appropriate terms of service;

And further that Council authorize Administration to develop a draft intermunicipal service agreement addressing pricing, scope of work, supervision and operational control, health and safety, liability and authorization of additional work;

And further that Administration report back to Council with proposed rates and terms prior to implementation.

INTER-MUNICIPAL AGREEMENT FOR SPECIALIZED EQUIPMENT SERVICES

Township of Chisholm – Provider Operator Model

DRAFTING NOTE

This draft is based on the previously prepared Ontario inter-municipal specialized equipment template and has been tailored for the Township of Chisholm's proposed model of supplying specialized equipment with a Chisholm operator. It is a working template and is not legal advice. Insurance, WSIB, Occupational Health and Safety Act responsibilities, indemnity, applicable rates and Council/by-law authorization should be confirmed before execution.

THIS AGREEMENT is made as of the ____ day of _____, 20 ____.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM
(the "Provider" or "Chisholm")

and

THE CORPORATION OF THE _____
(the "Receiving Municipality")

(each a "Party" and collectively, the "Parties")

RECITALS

A. Section 20 of the Municipal Act, 2001 provides authority for municipalities to enter into agreements with one or more municipalities or local bodies to jointly provide matters for their joint benefit, subject to applicable law and municipal authority.

B. Chisholm owns or controls specialized vehicles, machinery, attachments, tools and related equipment used in its municipal operations and may have periods when certain equipment and qualified operators are available to provide services to another municipality.

C. The Parties wish to establish a practical framework for requesting, supplying, operating and paying for specialized Equipment Services while preserving Chisholm's operational priority, employer responsibilities and single chain of command.

D. The councils of the Parties have authorized this Agreement by their respective by-laws or other lawful authority.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 "Agreement" means this agreement, including all schedules and approved Work Authorizations, as amended in writing.

1.2 "Authorized Operator" means an employee or contractor of Chisholm who holds the licences, training, qualifications and experience required to operate the applicable Equipment.

1.3 "Equipment" means the vehicles, machinery, attachments, tools, accessories and related items identified in Schedule A.

1.4 "Equipment Services" means municipal work performed for the Receiving Municipality using Equipment supplied with an Authorized Operator employed or retained by Chisholm.

1.5 "Operational Contact" means the person designated by each Party in Schedule D to administer requests, scheduling, scope changes and operational issues.

1.6 "Work Authorization" means an individual service request approved substantially in the form of Schedule B.

1.7 Headings are for convenience only. A reference to legislation includes applicable regulations and successor legislation. If there is a conflict between this Agreement and a Work Authorization, this Agreement prevails unless the Work Authorization expressly identifies and authorizes the variance.

2. PURPOSE AND SERVICE MODEL

2.1 This Agreement creates a framework for Chisholm to provide occasional specialized Equipment Services for municipal purposes on a fee-for-service basis.

2.2 Equipment will be supplied with a Chisholm Authorized Operator only, unless a future written amendment expressly authorizes another service model.

2.3 Nothing in this Agreement requires Chisholm to purchase Equipment, maintain spare capacity, accept a request, or guarantee the availability of Equipment or employees.

2.4 No title or ownership interest in Equipment is transferred. No partnership, joint venture, agency or employment relationship is created between the Parties.

3. TERM AND AUTHORIZATION

3.1 This Agreement begins on _____ and continues for _____ years unless terminated earlier in accordance with this Agreement.

3.2 Each Party represents that the Agreement has been authorized in accordance with its applicable municipal approval and delegation requirements.

3.3 Routine Work Authorizations may be approved by the designated Operational Contacts where they have authority to do so. Changes to insurance, indemnity, term, termination or other material risk allocation require formal written amendment.

4. REQUESTS, APPROVAL AND CHISHOLM PRIORITY

4.1 The Receiving Municipality shall submit a request substantially in the form of Schedule B within a reasonable period before the requested work date.

4.2 A request is not approved until confirmed by Chisholm's Operational Contact. Email confirmation may be used for an individual Work Authorization where permitted by municipal policy.

4.3 Chisholm may approve, refuse, condition, postpone, interrupt, recall or cancel a request in its operational discretion. Chisholm's own roads, infrastructure, emergencies, scheduled work and other municipal operational requirements have first priority at all times.

4.4 Chisholm does not commit to making Equipment or staff available on demand. Each request will be considered having regard to staff availability, Equipment availability, weather, maintenance requirements, emergencies, existing commitments and the anticipated financial and operational benefit to Chisholm.

4.5 Where practicable, Chisholm will provide reasonable notice of a postponement, recall or cancellation, but is not liable for delay, refusal, cancellation or recall except for amounts expressly payable under this Agreement.

5. SCOPE AND LOCATION OF WORK

5.1 Each Work Authorization shall identify the Equipment or service requested, work location and limits, intended scope and desired service outcome, anticipated dates, estimated hours, pricing, mobilization requirements, known hazards and any special conditions.

5.2 The Receiving Municipality is responsible for clearly identifying the work location and intended scope before work begins.

5.3 The Receiving Municipality may identify priorities within the approved scope, but Chisholm retains authority over how its employee and Equipment perform the work.

5.4 Any estimate of hours or completion time is an estimate only unless the Work Authorization expressly establishes a fixed-price scope.

6. CHANGES AND ADDITIONAL WORK

6.1 Only the designated Operational Contacts, or their authorized designates, may approve a material change to the scope or authorize additional work.

6.2 Employees or representatives of the Receiving Municipality shall not direct a Chisholm operator to undertake work outside the approved scope.

6.3 Where additional work is requested while Equipment is on site, the request must be approved by Chisholm's Operational Contact or authorized supervisor before the additional work is undertaken.

6.4 Approved additional work will be charged at the applicable rate unless otherwise agreed in writing.

7. SUPERVISION, CHAIN OF COMMAND AND EMPLOYMENT

7.1 The Authorized Operator remains an employee or contractor of Chisholm at all times and remains under the supervision, direction and operational control of Chisholm.

7.2 Chisholm retains responsibility and authority for employee scheduling and assignment, supervision, work methods, operating procedures, Equipment operation, hours of work and breaks, employee performance and discipline, and determining whether work can be performed safely.

7.3 The Receiving Municipality may identify the work location, scope, priorities, site conditions and desired service outcome, but does not assume supervisory authority over the Authorized Operator.

7.4 The Receiving Municipality shall not direct the Authorized Operator's work methods, Equipment operation, hours, breaks, health and safety procedures, discipline or performance.

7.5 Any concern regarding an operator's performance, Equipment operation, compliance with the approved scope, or a request for additional work shall be communicated through Chisholm's Operational Contact or designated supervisor.

7.6 This section is intended to maintain a single chain of command for Chisholm personnel. No operator shall be deemed an employee of the Receiving Municipality solely because Equipment Services are being provided under this Agreement.

7.7 Each Party remains responsible for its own employees and contractors, including wages, benefits, collective agreement obligations, employment standards, payroll remittances, workers' compensation and employer responsibilities.

8. HEALTH, SAFETY AND SITE RESPONSIBILITIES

8.1 Each Party shall comply with applicable federal, provincial and municipal laws and safety requirements, including applicable obligations under the Occupational Health and Safety Act.

8.2 Chisholm is responsible for the training, qualifications and supervision of its Authorized Operator and for the safe operation of its Equipment.

8.3 Before work begins, the Receiving Municipality shall disclose known site hazards, utilities, traffic conditions, environmental sensitivities, access limitations and other material risks that could reasonably affect the work.

8.4 Unless otherwise allocated in the Work Authorization, the Receiving Municipality is responsible for site-specific permits, locates, traffic control, site security and public notification required for the requested work.

8.5 Chisholm or its Authorized Operator may stop or suspend work where conditions appear unsafe, outside the approved scope, contrary to law or unsuitable for the Equipment.

8.6 Before deployment, the Parties shall identify any applicable constructor, employer or workplace responsibilities. Nothing in this Agreement relieves any workplace party of a statutory duty.

9. EQUIPMENT CONDITION, MAINTENANCE AND BREAKDOWN

9.1 Chisholm will provide Equipment in serviceable operating condition and remains responsible for ordinary preventative maintenance and normal wear unless Schedule A states otherwise.

9.2 The Authorized Operator will conduct inspections required by law, manufacturer instructions or Chisholm policy.

9.3 Chisholm may remove Equipment from service where a mechanical, maintenance or safety issue arises and is not responsible for delay caused by an unforeseen breakdown.

9.4 Any Equipment damage, collision, environmental release, injury or other material incident occurring during the work shall be reported promptly to both Operational Contacts and documented as reasonably required.

9.5 Where damage results from site conditions known to the Receiving Municipality but not disclosed before work commenced, responsibility for resulting costs will be determined in accordance with sections 12 and 14 and the circumstances of the incident.

10. RATES, COSTS, INVOICING AND PAYMENT

10.1 The Receiving Municipality shall pay the rates and reimbursable costs shown in Schedule A or the approved Work Authorization. Rates exclude HST unless expressly stated otherwise.

10.2 Charges may include Equipment time, operator time, overtime, standby, mobilization, transportation, fuel, consumables, high-wear components, permits, cleaning, repairs and third-party costs where applicable.

10.3 Unless otherwise agreed, billable time includes reasonable mobilization and demobilization time for Equipment and personnel.

10.4 Chisholm shall submit an itemized invoice following completion of the work or at another agreed interval. Undisputed amounts are payable within thirty (30) days.

10.5 The Receiving Municipality shall notify Chisholm of an invoice dispute within fifteen (15) days of receipt, identifying the amount and reason. The undisputed balance remains payable when due.

10.6 Rates may be reviewed and amended from time to time in accordance with Chisholm's applicable approval authority.

11. RECORDS

11.1 Each Party shall retain reasonable records supporting requests, approvals, hours, operators, incidents, costs and invoices in accordance with its records retention by-law and applicable law.

11.2 Records remain subject to applicable privacy, confidentiality and access-to-information requirements.

12. DAMAGE, LOSS AND REPAIR

12.1 Normal wear and ordinary mechanical failure are borne by Chisholm, subject to any high-wear component charges expressly identified in Schedule A.

12.2 To the extent Equipment damage or loss is caused by the negligent acts or omissions, wilful misconduct or breach of this Agreement by the Receiving Municipality or persons for whom it is legally responsible, the Receiving Municipality shall be responsible for reasonable resulting costs, subject to insurance and applicable law.

12.3 Chisholm retains control over repair decisions for its Equipment and shall act reasonably to mitigate loss.

12.4 The Parties shall cooperate in investigating any collision, damage, loss, injury or other incident and in providing information reasonably required by their insurers.

13. INSURANCE

13.1 During the Term, each Party shall maintain insurance appropriate to its obligations and activities under this Agreement, including the coverages confirmed by the Parties' insurers and identified in Schedule C.

13.2 Before the first deployment and upon renewal, each Party shall provide evidence of insurance upon reasonable request.

13.3 Where reasonably available and appropriate, the Receiving Municipality's liability policy shall name Chisholm as an additional insured with respect to liability arising from the Receiving Municipality's operations under this Agreement, but only to the extent confirmed by the Parties' insurers.

13.4 Insurance does not limit a Party's contractual obligations or liability. Each Party is responsible for its own deductibles except as otherwise agreed.

13.5 The Parties shall promptly notify their insurers of circumstances that may give rise to a claim and cooperate with claim investigation and defence.

14. INDEMNITY AND LIABILITY

14.1 Each Party shall indemnify and hold harmless the other Party and its elected officials, officers, employees and agents from claims, losses, damages, costs and expenses, including reasonable legal fees, to the extent caused by the negligent acts or omissions, wilful misconduct or breach of this Agreement by the indemnifying Party or persons for whom it is legally responsible.

14.2 Any indemnity is reduced proportionately to the extent a claim is caused by the negligence, wilful misconduct or breach of the Party seeking indemnity.

14.3 A Party seeking indemnity shall provide prompt notice of a claim and reasonable cooperation. Insurance and legal counsel should review this section before execution.

15. WSIB AND OCCUPATIONAL HEALTH AND SAFETY

15.1 Each Party shall maintain Workplace Safety and Insurance Board coverage or lawful equivalent status for its own personnel and provide evidence or clearance upon reasonable request.

15.2 Each Party remains responsible for compliance with the Occupational Health and Safety Act by itself and persons under its direction.

15.3 Nothing in this Agreement transfers Chisholm's employer responsibility for its Authorized Operator to the Receiving Municipality.

16. DISPUTE RESOLUTION

16.1 Operational disputes shall first be referred to the Parties' Operational Contacts.

16.2 If not resolved promptly, the dispute shall be referred to the Parties' administrative contacts or chief administrative officers.

16.3 The Parties may agree to non-binding mediation before commencing litigation, except where urgent relief or a limitation period requires earlier action.

17. SUSPENSION AND TERMINATION

17.1 Either Party may suspend a deployment immediately where it reasonably believes there is an unsafe practice, uninsured risk, non-payment, material breach or threat to Equipment or personnel.

17.2 Either Party may terminate this Agreement on ninety (90) days' written notice unless another period is inserted here: _____ days.

17.3 The Parties may terminate this Agreement at any time by mutual written agreement.

17.4 Termination does not affect accrued payment, damage, insurance, confidentiality, indemnity or record-retention obligations.

18. FORCE MAJEURE

18.1 Neither Party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, flood, wildfire, labour disruption, infrastructure failure, governmental order or emergency, provided reasonable notice is given when practicable.

19. CONFIDENTIALITY, PRIVACY AND ACCESS TO INFORMATION

19.1 Each Party shall protect confidential information received under this Agreement and use it only for administering the Agreement except where disclosure is required by law.

19.2 The Parties acknowledge that records may be subject to the Municipal Freedom of Information and Protection of Privacy Act and other applicable access and privacy laws.

20. NOTICES

20.1 Formal notices shall be delivered to the Administrative Contacts identified in Schedule D by personal delivery, courier, registered mail or email.

20.2 Operational communications and individual Work Authorizations may be exchanged by email between designated Operational Contacts where permitted by municipal policy.

21. GENERAL

21.1 This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario.

21.2 This Agreement, including its schedules and approved Work Authorizations, constitutes the entire agreement concerning its subject matter.

21.3 No amendment is effective unless in writing and authorized by the Parties, except routine Work Authorizations and rate/contact updates where authority has been delegated.

21.4 Neither Party may assign this Agreement without the prior written consent of the other Party.

21.5 If any provision is invalid or unenforceable, it shall be severed or read down to the minimum extent necessary and the remainder continues in force.

21.6 This Agreement may be signed in counterparts and by electronic signature.

22. COUNCIL AUTHORIZATION AND SIGNATURES

Each Party represents that its council or authorized delegate has approved this Agreement and that the signatories below have authority to bind the municipality.

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM

Per:		Date:	
Name:		Title:	
Per:		Date:	
Name:		Title:	

By-law / Authorization No.: _____

THE CORPORATION OF THE _____

Per:		Date:	
Name:		Title:	
Per:		Date:	
Name:		Title:	

By-law / Authorization No.: _____

SCHEDULE A – EQUIPMENT / SERVICE CATALOGUE, RATES AND SPECIAL CONDITIONS

Complete one entry for each specialized service authorized under this Agreement. The first entry below is structured for roadside brushing and may be finalized once Council approves the applicable rate.

Provider / Owner	Township of Chisholm
Service	Roadside Brushing
Equipment / Attachment	[INSERT YEAR / MAKE / MODEL / ASSET ID / BRUSHING ATTACHMENT]
Service Model	With Chisholm Authorized Operator only
Permitted Uses	Roadside brushing and vegetation management within the approved municipal road allowance and scope.
Excluded Uses	Any use outside the approved scope, unsafe conditions, private property work unless specifically authorized, or work beyond Equipment capability.
Operator Qualifications	Qualified Chisholm employee authorized to operate the Equipment and attachment.
Equipment / Operator Rate	\$ _____ per hour
Overtime / Standby	\$ _____ / \$ _____, if applicable
Mobilization / Transport	\$ _____ or _____
Fuel / Fluids	[INCLUDED IN RATE / SEPARATE CHARGE]
High-Wear Components	[BLADES / TEETH / HOSES / OTHER – RATE OR INCLUDED]
Cleaning	[INCLUDED / RATE]
Replacement Value	Approximately \$25,000 for illustrative planning; confirm actual insured value.
Notice Requested	Business Days where practicable
Special Conditions	Subject to Chisholm operational priority, weather, Equipment condition and staff availability.

SCHEDULE B – EQUIPMENT SERVICE REQUEST AND WORK AUTHORIZATION

Receiving Municipality	
Request Date / Time	
Requested Service / Equipment	
Requested Period	_____ to _____
Work Location	
Purpose and Scope	
Road / Limits of Work	
Site Hazards	
Permits / Locates / Traffic Control	
Estimated Hours	
Applicable Rate	\$ _____ plus HST
Estimated Charges	\$ _____ plus HST
Receiving Municipality Contact	Name / mobile / email: _____
Chisholm Operational Contact	Name / mobile / email: _____

RECEIVING MUNICIPALITY AUTHORIZATION

Name / Title: _____ Signature: _____ Date: _____

CHISHOLM APPROVAL☐ Approved ☐ Declined Conditions / Notes: _____

Authorized By: _____ Date: _____

SCHEDULE C – INSURANCE REQUIREMENTS

The following are placeholders only. Chisholm and the Receiving Municipality should obtain insurer advice based on the Equipment, road use, operator model and project risk before execution.

Coverage	Suggested Placeholder	Final Requirement
Commercial General Liability	[\$5,000,000] per occurrence or insurer-confirmed amount; bodily injury, property damage, contractual liability and cross-liability as applicable.	[INSURER TO CONFIRM]
Owned Automobile Liability	[\$5,000,000] or insurer-confirmed amount for licensed vehicles.	[INSURER TO CONFIRM]
Contractors' Equipment / Property	Coverage appropriate to Chisholm's mobile Equipment and attachments, including transit and physical damage as applicable.	[INSURER TO CONFIRM]
Environmental / Pollution Liability	Amount and requirement to be confirmed where work occurs near water, fuel, contaminated sites or other environmental hazards.	[IF APPLICABLE]
Additional Insured	Chisholm added to Receiving Municipality's CGL where appropriate for liability arising from Receiving Municipality operations, subject to insurer advice.	[INSURER TO CONFIRM]
Evidence / Notice	Certificate of insurance before first deployment and upon renewal where requested.	[INSURER TO CONFIRM]

SCHEDULE D – CONTACTS AND FORMAL NOTICE INFORMATION

Party	Administrative Contact / Formal Notice	Operational Contact / Requests
Township of Chisholm	Name / Title: Address: Email: Phone:	Name / Title: Email: Mobile:
Receiving Municipality	Name / Title: Address: Email: Phone:	Name / Title: Email: Mobile:

SCHEDULE E – OPTIONAL SERVICE COMPLETION / INCIDENT RECORD

Use this schedule where the Parties wish to document hours, work completed, interruptions, Equipment issues or incidents for an individual deployment.

Work Authorization / Date	
Service / Equipment	
Work Location	
Start / Finish Time	
Total Billable Hours	
Work Completed	
Interruptions / Delays	
Equipment Issues / Damage	
Safety / Incident Notes	
Receiving Municipality Representative	Name / signature / date:
Chisholm Representative	Name / signature / date: