



**TOWNSHIP OF ASSIGINACK**  
REGULAR MEETING OF COUNCIL  
IN CHAMBERS  
Tuesday, February 17, 2026 07:00 PM  
AGENDA

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**1. OPENING**

1.a Land Acknowledgement

1.b Adoption of Agenda

**2. Disclosure of Pecuniary Interest and General Nature Thereof**

**3. ANNOUNCEMENTS**

**4. ADOPTION OF MINUTES**

4.a Minutes of the Regular Council Meeting of January 20, 2026 Page 4  
and Committee of the Whole Meeting of February 3, 2026

**5. DELEGATIONS**

**6. REPORTS**

6.a 2025 Chief Building Officer Report Page 12

**7. ACTION REQUIRED ITEMS**

7.a Need of a Trespass Policy Page 14

7.b Town of Parry Sound Re: School Bus Safety Page 20

- 7.c Memorial Bench Program Policy Page 22
- 7.d Sudbury & Districts Board of Health re: Protecting Workers from Growing Food Insecurity, Exacerbated by U.S. Tariffs Page 31

## **8. INFORMATION ITEMS**

- 8.a Township of Brudenell, Lyndoch and Raglan re: Swim to Survive Page 34
- 8.b Sudbury & Districts Board of Health Page 36
- 8.c City of Cambridge re: Rent Protection for Tenants Page 46
- 8.d Phragmites Pest Management Control Report Page 48
- 8.e Life Labs Sudbury Closure Page 61
- 8.f MICA re: North Channel Bike Park Grand Opening Page 64
- 8.g School Trustee Request for Support

## **9. BY-LAWS**

- 9.a 2026-01 Banger Agreement re: Unopened Road Allowance (previously circulated) Page 65
- 9.b 2026-02 Streetlight Banner Policy Page 66
- 9.c 2026-03 Agreement for Ontario Transfer Payment for Pothole Prevention and Repair Program Page 70

## **10. CLOSED SESSION**

- 10.a ENTER CLOSED SESSION

In accordance with Section 239 of the Municipal Act to discuss the following:

- 10.b Educational Item for Strategic Planning

10.c Proposed Aquisition of Land

10.d Solicitor Client Priviledge

10.e EXIT CLOSED SESSION

**11.EXIT CLOSED SESSION**

**12.ADJOURNMENT**



## **THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK MINUTES OF THE REGULAR COUNCIL MEETING**

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, January 20, 2026, at 07:00 PM.

### **Members Present:**

Mayor Reid  
Councillor Elliott  
Councillor Maguire  
Councillor Bowerman  
Councillor Hooper

### **Members Absent:**

### **Staff Present:**

CAO Alton Hobbs  
Treasurer Deb MacDonald  
Freda Bond  
Crystal Lentir

### **Staff Absent:**

Clerk Stasia Carr

### **Public:**

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## **1. OPENING**

Resolution Number **001-01-2026**

**Moved By** Councillor Maguire

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT the Regular Meeting of Council of the Corporation of the Township of Assiginack be opened for business at 7:00 pm, with a quorum of

members present and with Mayor Reid presiding in Chair.

**Carried**

1.a Land Acknowledgement

The land acknowledgement was read by Mayor Reid.

1.b Adoption of Agenda

Resolution Number **002-01-2026**

**Moved By** Councillor Bowerman

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT the agenda be amended by adding:

7f) Development of Civic Address changes to policy

7g) municipal office Christmas Closure and Staff Christmas Bonuses

7h) affects in Northern Ontario Life Labs Closures

10. Closed Session: Property Acquisition/Disposal and Security of Municipal Property

**Carried**

**2. Disclosure of Pecuniary Interest and General Nature Thereof**

none

**3. ANNOUNCEMENTS**

none

**4. ADOPTION OF MINUTES**

4.a Minutes of the Regular Council Meeting November 18, 2025 and Committee of the Whole January 6, 2026

Resolution Number **003-01-2026**

**Moved By** Councillor Bowerman

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT we adopt the minutes of the Meetings of the Regular Council of November 18, 2025 and December 2, 2025 and the Committee of the Whole Meeting of January 6th, 2026.

**Carried**

## 5. DELEGATIONS

## 6. REPORTS

Resolution Number **004-01-2026**

**Moved By** Councillor Maguire

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT we accept the following reports:

- a) 2025 Inspection Report Sunsite Estate Drinking Water System
- b) Staff Holiday Office Closure
- c) OPP Calls for Service

### **Carried**

- 6.a 2025 Inspection Report Sunsite Estates Subdivision Drinking Water System Waterworks
- 6.b Holiday Office Closure Costing Report
- 6.c OPP Calls for Service Report

## 7. ACTION REQUIRED ITEMS

- 7.a Proposed Zoning Amendment Application re: 525 Bidwell Rd.

Resolution Number **005-01-2026**

**Moved By** Councillor Bowerman

**Seconded By** Councillor Elliott

BE IT RESOLVED THAT we inform the Manitoulin Planning Board that with regards to Consent Application B 15-25, the municipality has entered into an encroachment agreement pertaining to the adjacent unopened road allowance;

AND THAT it supports a site specific zoning amendment for all other buildings which do not meet current boundary setback requirements.

### **Carried**

- 7.b Proposed Planning Board File for Consent to Sever and/or Zoning Amendment re: 9 & 15 Napier Street  
Resolution Number **006-01-2026**  
**Moved By** Councillor Maguire

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT we inform the Planning Board in response to a per-consultation request, we have no objection to a severance application for 9 & 15 Napier Streets as these are both lots of record, regardless of their areas and that we would support a site specific zoning by-law to authorize the current location of buildings on #9.

**Carried**

7.c Sudbury and District Public Health re: Municipal Levy

Resolution Number **007-01-2026**

**Moved By** Councillor Bowerman

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT Assiginack Council acknowledge the 2026 municipal levy due to Public Health Sudbury & Districts in the amount of \$57,398.33.

**Carried**

7.d Town of Cobourg re: Elbows Up for Climate Action

Resolution Number **008-01-2026**

**Moved By** Councillor Hooper

**Seconded By** Councillor Bowerman

BE IT RESOLVED THAT we add our support to the Elbows Up Climate Action request from Canadian local governments to the leaders of all federal political parties.

**Carried**

7.e Town of Cobourg re: Conservation Authority Response to Bill 68

Resolution Number **009-01-2026**

**Moved By** Councillor Maguire

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT we add our support to the Town of Cobourgs resolution regarding changes to conservation authorities boundaries.

**Carried**

7.f Civic Addressing Policy

Resolution Number **010-01-2026**

**Moved By** Councillor Hooper

**Seconded By** Councillor Bowerman

BE IT RESOLVED THAT from time to time changes may be necessary to civic addressing based on new development, etc.;

AND THAT notice must be given in due time to existing ratepayers that their civic 911 number will be changing;

NOW THEREFORE BE IT RESOLVED THAT ratepayers should be notified by registered letter as much in advance as possible;

FURTHER, when the work crew arrives to change the number, they should notify the homeowner by knocking on the door and speaking to the resident that they will be changing the number at that point in time and should no one answer the door, notice be taped to the door to ensure that there is immediate notice given.

**Carried**

7.g Christmas Hours

Resolution Number **011-01-2026**

**Moved By** Councillor Hooper

**Seconded By** Councillor Bowerman

WHEREAS staff are provided adequate annual holiday allotments in compliance with Township policies and he legislated requirements;

NOW THEREFORE BE IT RESOLVED THAT the Township of Assiginack will cease closing municipal services between Christmas and New Years commencing in 2026;

AND THAT any staff member absent from work between Christmas and New Years will be required to use existing holiday allotments;

AND FURTHER should any service interruption occur from the use of holidays, that Council provide approval prior to formalizing the holiday request.

For (2): Councillor Bowerman, and Councillor Hooper

Against (3): Mayor Reid, Councillor Elliott, and Councillor Maguire

**Defeated (2 to 3)**

7.h Christmas Bonuses

Resolution Number **012-01-2026**

**Moved By** Councillor Hooper

**Seconded By** Councillor Bowerman

WHEREAS the Township of Assiginack has completed a compensation review in 2025;

AND WHEREAS staff wages were adjusted to ensure competitiveness;

NOW THEREFORE BE IT RESOLVED THAT the Township will cease offering staff Christmas bonuses commencing in 2026.

For (1): Councillor Hooper

Against (4): Mayor Reid, Councillor Elliott, Councillor Maguire, and Councillor Bowerman

**Defeated (1 to 4)**

7.i Life Labs

Resolution Number **013-01-2026**

**Moved By** Councillor Elliott

**Seconded By** Councillor Bowerman

THAT the Township supports all efforts to retain Lifelabs locations in northern Ontario;

AND THAT we ask FONOM and NOMA to lobby for this position on our behalf.

**Carried**

## **8. INFORMATION ITEMS**

Resolution Number **014-01-2026**

**Moved By** Councillor Elliott

**Seconded By** Councillor Maguire

THAT we acknowledge receipt of the following correspondence items:

- a) Ministry of Municipal Affairs and Housing: Manitoulin Planning Board Natural Heritage System Strategy
- b) Town of Parry Sound; Alcohol Container Return System
- c) MEMA Commission Minutes

**Carried**

8.a Manitoulin Planning Board re: Natural Heritage System Strategy

8.b Town of Parry Sound re: Alcohol Container Return System

8.c Manitoulin East Airport Commission

## 9. BY-LAWS

none

## 10. CLOSED SESSION

Resolution Number **015-01-2026**

**Moved By** Councillor Bowerman

**Seconded By** Councillor Elliott

BE IT RESOLVED THAT in accordance with Section 239 (c) of the Municipal Act, as amended, that Council proceeds to a Closed Session at 7:40 p.m. to address matters pertaining to:

a) potential acquisition or disposal of land owned by municipality

b) Security of property of the municipality

**Carried**

10.a ENTER CLOSED SESSION

10.b EXIT CLOSED SESSION

Resolution Number **016-01-2026**

**Moved By** Councillor Hooper

**Seconded By** Councillor Maguire

BE IT RESOLVED THAT we adjourn from Closed Session at 8:15 p.m., accept the minutes of the previous closed session, and resume our Regular Meeting.

For (5): Mayor Reid, Councillor Elliott, Councillor Maguire, Councillor Bowerman, and Councillor Hooper

**Carried (5 to 0)**

## 11. ADJOURNMENT

Resolution Number **017-01-2026**

**Moved By** Councillor Maguire

**Seconded By** Councillor Hooper

BE IT RESOLVED THAT Council adjourns at 8:20 p.m. and reconvene at the next regular council meeting, or at the call of the chair.

**Carried**

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Brenda Reid, Mayor

---

Stasia Carr, Clerk

To:  
 Township of Assignack  
 Mayor Council  
 156 Arthur Street  
 Manitowaning, ON POP 1N0

# MEMO

APPROVED  
 RECEIVED

FEB 04 2026

**Gerry Strong**  
 Chief Building Official  
 Township of Assignack

February 3, 2026

Please find the 2025 Building Permit breakdown below. In summary, we have issued 30 permits including the construction of two (2) new residential homes this past year. Total Revenues are \$36,021.41. There are several applications that have been received and are on hold due to various reasons, I expect these applications to process through to permits in 2026 or become abandoned.

Number of Permits	Type of Permit	Construction Value	SQ FT	Permit Fee
4 Properties, 5 structures	Accessory Structure- Agricultural	\$ 338,450.00	9759	\$ 4,055.40
2 Properties, 2 Structures	Accessory Structure- Deck	\$ 39,600.00	492	\$ 600.00
4 Properties, 4 Structures	Accessory Structure- Garage Only	\$ 329,200.00	3,996	\$ 3,950.41
2 Properties, 2 Structures	Accessory Structure- Shed	\$ 42,400.00	424	\$ 900.00
6 Properties, 8 Structures	Building Assessment Permit - Seasonal Cottages *	\$ 906,310.00	5639	\$ 17,967.60
2 Properties, 1 Structure	Demo - Accessory Structure- Shed	\$ -	\$ 640.00	\$ 200.00
3 Properties, 3 structures	Renovation- Accessory Structures	\$ 62,325.00	1,309	\$ 1,100.00
5 Properties, 5 structures	Seasonal Cottage (insulated & Uninsulated)	\$ 1,137,950.00	7467	\$ 13,528.20
2 Properties, 3 Structures	Single Family Dwelling (and one garage)	\$ 886,450.00	6,657	\$ 9,437.40
2 Properties, 2 Structures	Accessory Structure- Sleeping Cabin	\$ 46,000.00	390	\$ 1,500.00
8 Renewals	Renewals for Prior year permits			\$ 800.00

<b>32 Properties, 35 Structures</b>	<b>Total Issued Permits</b>	<b>\$ 3,788,685.00</b>	<b>36,773</b>	<b>\$ 54,039.01</b>
	<b>Outstanding Fees</b>			<b>-\$ 17,967.60</b>
	<b>Less Refunds Issued</b>			<b>-\$ 50.00</b>
				<b>\$ 36,021.41</b>

8 Properties, 10 Structures	ON HOLD,CANCELLED, IN PROGRESS (Fees Unpaid)	\$ 882,800.00	6,227	\$ 15,582.40
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<b>34 Properties, 40 Structures</b>	<b>Total Permits received</b>	<b>\$ 4,671,485.00</b>	<b>43,000</b>	<b>\$ 69,621.41</b>
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\*Please note that the Building Assessment Permits are permits issued to gain assessment. These are actioned due to construction commencing and in most cases fully completed without having a permit issued to do so. In these cases, there have been orders issued to these owners, MPAC has been made aware of the structures and invoices have been issued based on our Building By-law and in accordance to the Building Code Act. The fees you see associated with these BAP's have been sent to the owners with the orders and in some cases the mail was returned. To this date these invoices remain outstanding.

In 2025, we also completed many letters, email correspondence and phone enquiries pertaining to the various aspects of the application process. There has been extensive work done to work towards completing the backend of Cloudpermit prior to launch. Launch is expected to occur in February of 2026 with only minor changes now required in conjunction with the Cloudpermit Team. Septic applications have been received, copied and stamped for property owners for their requirements to obtain approval through PHSD. Monthly reports have been sent to MPAC, Bell 911 and CMHC for their purposes as well as pulling and scanning copies of issued permits to the Planning Board. MPAC reports include 59 permits finalized, 4 occupied only, and two cancelled. We estimate that there are still 60 permits open from prior years plus the current permits issued and in the works.

Regards,

Gerry Strong, CBO  
 building@assignack.ca

To:  
 Township of Assignack  
 Mayor Council  
 156 Arthur Street  
 Manitowaning, ON P0P 1N0

# MEMO

RECEIVED  
 FEB 04 2026  
 APPROVED

**Gerry Strong**  
 Chief Building Official  
 Township of Assignack

February 3, 2026

Please find the 2025 Building Permit breakdown below as it pertains to the permits issued because of the Lot Reviews completed due to complaints or enquiries to the By-Law Enforcement Officer for 2025.

Number of Permits	Type of Permit	Construction Value	SQ. FT	Permit Fee
1	Accessory Structure- Agricultural	\$ 116,250.00	2315	\$ 1,389.00
1	Accessory Structure- Deck	\$ 33,200.00	364	\$ 300.00
0	Accessory Structure- Garage Only	\$ -	-	\$ -
1	Accessory Structure- Shed	\$ 22,400.00	224	\$ 600.00
6 Properties, 8 Structures	Building Assessment Permit - Seasonal Cottages *	\$ 906,310.00	5639	\$ 17,967.60
0	Demo - Accessory Structure- Shed	\$ -	\$ -	\$ -
1	Renovation- Accessory Structures	\$ 41,600.00	416	\$ 500.00
2	Seasonal Cottage (insulated & Uninsulated)	\$ 409,300.00	2524	\$ 4,784.40
1	Single Family Dwelling (and one garage)	\$ 367,000.00	2,740	\$ 3,204.00
1	Accessory Structure- Sleeping Cabin	\$ 21,000.00	140	\$ 1,200.00

14 Properties, 16 Structures	<b>Total Issued Permits</b>	\$ 1,917,060.00	14,362	\$ 29,945.00
	<b>Outstanding Fees</b>			-\$ 17,967.60
				<b>\$ 11,977.40</b>

4	ON HOLD, CANCELLED, IN PROGRESS (Fees Unpaid)	\$ 362,400.00	2,972	\$ 9,436.00
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	<b>Total Review with By-law Department</b>	\$ 2,279,460.00	17,334	\$ 39,381.00
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Please note that for those permits under the \*BAP section, MPAC will make an assessment and possibly apply the assessment back as far as three years where the structure existed during that time.

Regards,

Gerry Strong, CBO  
 building@assignack.ca

# TRESPASS POLICY

	<b>DEPARTMENT: CAO</b>	<b>POLICY NUMBER: 001-2023</b>
	<b>EFFECTIVE DATE: July 24, 2023</b>	<b>LEGISLATIVE AUTHORITY: Trespass to Property Act</b>
	<b>APPROVED BY: CAO</b>	
	<b>REVIEW PERIOD: Every 3 years</b>	

## TRESPASS POLICY

### 1. POLICY STATEMENT

- 1.1 The purpose of this policy is to provide a system of issuance of notices of trespass and to ensure that access to a municipal property is protected as per the Trespass to Property Act, R.S.O. 1990, T.21, and that all citizens have a right to the enjoyment and use of municipal property without interference, as well as a right to peaceful demonstration and expression of dissenting views.

### 2. DEFINITIONS

In this policy, unless otherwise stated:

- 2.1 Municipal premises include the buildings, and all adjacent municipal property which is attached to the building, including but not limited to playgrounds, parking lots and parks.
- 2.2 Trespassing carries the definition used in the Trespass to Property Act, 1990

Trespass an offence

2. (1) Every person who is not acting under a right or authority conferred by law and who,  
(a) without the express permission of the occupier, the proof of which rests on the defendant,

(i) enters on premises when entry is prohibited under this Act, or

(ii) engages in an activity on premises when the activity is prohibited under this Act; or

(b) does not leave the premises immediately after he or she is directed to do so by the occupier of the premises or a person authorized by the occupier,

is guilty of an offence and on conviction is liable to a fine of not more than \$2,000. R.S.O. 1990, c T.21, s. 2(1).

- 2.3 The following persons will be empowered to act as “authorized persons” or occupiers at municipal premises for the purposes of enforcing the Trespass to Property Act, 1990, of the Province of Ontario; and when necessary to issue a notice of trespass subject to variation by the CAO:
- a) a person currently employed with The Corporation of the Township of Wellington North in a supervisory position.
  - b) an Officer of the Wellington County Police Service.
- 2.4 This policy shall apply to all Township properties.
- 2.5 All references to Chief Administrative Officer (CAO), Township Solicitor, Township Clerk and Human Resource Manager include their designates from time to time.

### **3. PROCEDURES**

#### **3.1 Notice to Trespassers**

- 3.1.1 Entry onto municipal premises may be prohibited by providing notice. The notice may be given orally or in writing to any person whose conduct is disruptive to the conduct of Township business or activities or is threatening to the staff or other users of Township facilities. Specific notice that entry is prohibited is not required to keep persons out where the site is completely enclosed by a fence which has been specifically designed to keep persons off the property.
- 3.1.2 In order to prohibit general entry to municipal premises, it is necessary to have signs or markings; otherwise it is necessary to confront a trespasser and give oral notice.

#### **3.2 Written Notice of Trespass in a Non-Emergency Situation**

In a non-emergency situation and/or where a person has trespassed on municipal premises and the person’s attendance in future is undesirable, in that it is threatening to other users, disruptive of others use of municipal property, or is conduct which impairs others using municipal property, a notice of trespass letter may be mailed or delivered in person, in a form similar to the example in Form 1. Such a letter is not a requirement for laying a charge against such a person should he or she continue to trespass.

#### **3.3 Notices of Trespass**

All written Notices of Trespass to be issued by the Township shall, prior to issuance, be forwarded for review to the Township Solicitor or designate to determine whether the circumstances warrant the issuance of a written Notice to Trespass. The Township Solicitor or his designate shall, in appropriate circumstances issue the Notice to Trespass.

#### **3.4 Representations**

The subject of the Notice shall, if practical, be permitted to make representations to the CAO (either in writing or in person) prior to its issuance.

### 3.5 Records

The Notice of Trespass as issued by the Township Solicitor shall be filed with the CAO and the Human Resource Manager

### 3.6 Dealing with a Trespasser

#### 3.6.1 Preliminary Measures

- a) Get a good description of the person.
- b) Note the time.

#### 3.6.2 Preventing Confrontation – Engendering Maximum Co-operation

- a) Introduce yourself (name, position and authority to act).
- b) Be courteous, calm and assured.
- c) Ask the person to identify herself/himself (name and address).
- d) Do not touch the person.
- e) Give clear direction to the person and if appropriate, offer to assist in resolving the cause of whatever is creating a concern that the person may be asked to leave the premises.
- f) Try to keep the situation from escalating.
- g) The trespasser will usually comply, and no further action will be necessary. If not, inform the person that he or she is trespassing and is directed to leave the premises.

### 3.7 Laying a Charge

3.7.1 If the trespasser refuses to leave, or if the trespasser has caused property damage, you may call the police to lay a charge. Again request the trespasser's name and address (if these are not available from another source) in order that you may have the police lay a charge.

3.7.2 Advise your immediate supervisor of any action you have taken.

3.7.3 The authorized person shall verbally notify their department head of the details of the event as soon as possible and then by a completed Form 2. The department head shall file the Form 2 with the CAO and Human Resources Manager.

### 3.8 Arresting a Trespasser

3.7.1 CALL THE POLICE TO MAKE THE ARREST.

#### **4. LENGTH OF BAN**

- 4.1 A first Notice of Trespass will be for a period of up to ten days. Subsequent cases or incidents of more serious or threatening behaviour may incur periods of up to six months including an indefinite ban as approved by the CAO. Long term bans shall be the exception rather than the rule.
- 4.2 The Notice shall be subject to an automatic review by the authorized person issuing the notice after twelve months and every succeeding twelve months after.

#### **5. APPEALS**

- 5.1 Should a person served with a written Notice of Trespass take issue with that service, a written letter outlining the reason for appeal should be forwarded by that person to the CAO, who shall designate a person to decide the appeal. In making the decision, the CAO's delegate may choose to seek legal advice from a source other than the Township Solicitor. The CAO may uphold the service of that Notice or direct its withdrawal and the decision of the CAO is final.

#### **6. FORMS**

Form 1: Template of Notice of Trespass Letter

Form 2: Template Staff/Witness Report



[FORM 1]

**CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
NOTICE UNDER THE TRESPASS TO PROPERTY ACT**

[Date]

[ADDRESS]

Dear:

Please consider this a Letter of Notice under the **Trespass to Property Act**.

This letter is to address those behaviours observed on [insert date], in which you did the following:

[describe]

**The above actions are unacceptable and inappropriate.**

**YOU ARE HEREBY GIVEN NOTICE THAT YOU ARE NOT PERMITTED ENTRY TO THE TOWNSHIP OF WELLINGTON NORTH PROPERTIES (specify areas) WITHOUT EXPRESS PERMISSION, EITHER IN WRITTEN FORM OR BY TELEPHONE CONFIRMATION, BY A SITE MANAGER OR DESIGNATE. YOU ARE ALSO NOT PERMITTED TO LOITER ABOUT THE PROPERTY SURROUNDING THIS AREA WITHOUT PURPOSE.**

**THIS NOTICE MAY BE APPEALED BY LETTER TO THE CHIEF ADMINISTRATIVE OFFICER WHO WILL DESIGNATE A NEUTRAL PERSON TO MAKE A DECISION**

If you require further assistance or clarity regarding this matter, please feel free to contact me by phone at 519-848-3620 ext. 4225, or by letter at the below address.

Sincerely,



[FORM 2]

## Staff/Witness Report Notice of Trespass Policy

<b>TO BE COMPLETED BY THE EMPLOYEE FILING THE REPORT</b>				
NAME		PHONE/EX		
DEPARTMENT		EMAIL		
JOB TITLE		CELL		
DETAILS OF INCIDENT	Date:	Time:	Location:	
<p>Explain the incident with as much detail as possible. Attach additional pages if necessary. If verbal notice of trespass was given, record the words used, when they were said and who was present.</p>				
WITNESS(ES)	NAME:	NAME:		
	CONTACT:	CONTACT:		
WITNESS STATEMENT				
Was the OPP called			YES	NO
<b>EMPLOYEE NAME (Print)</b>	<b>EMPLOYEE SIGNATURE</b>		<b>DATE</b>	
<b>SUPERVISOR NAME (Print)</b>	<b>SUPERVISOR SIGNATURE</b>		<b>DATE</b>	
COPIES	Department Head	Human Resources	Employee	CAO



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52 Seguin Street, Parry Sound, Ontario P2A 1B4  
Tel: (705) 746-2101 • Fax: (705) 746-7461 • [www.parrysound.ca](http://www.parrysound.ca)

*Office of the Mayor*

February 9, 2026

The Honourable Doug Ford  
Premier of Ontario

The Honourable Prabmeet Sarkaria  
Minister of Transportation Province of Ontario

**Re: Municipal Support for School Bus Safety and Stop-Arm Camera Systems**

Dear Premier Ford and Minister Sarkaria,

On behalf of the Town of Parry Sound, I am writing to express our strong support for enhanced school bus safety measures across Ontario, including the implementation of school bus stop-arm camera systems and other child-safety technologies.

Illegal passing of stopped school buses remains a serious and widespread issue throughout the province, occurring an estimated 30,000 times per day. These violations place children at unacceptable risk and continue to result in preventable injuries and fatalities. Municipalities require effective, modern enforcement tools to address this dangerous behaviour.

The Town of Parry Sound supports provincial investment in and expansion of school bus stop-arm camera systems under Part XIV.3 (School Bus Camera Systems) of the *Highway Traffic Act*. These systems have demonstrated success in deterring illegal passing, improving driver compliance, and strengthening accountability. Provincial funding and implementation support would help ensure municipalities of all sizes can deploy this technology equitably.


We also support the Let's Remember Adam – Stop for the School Bus campaign, launched in memory of Adam Ranger, a five-year-old child who tragically lost his life when a driver failed to stop for a school bus displaying its flashing lights and stop arm. This tragedy highlights the urgent need for continued public education, enforcement, and the use of technology to better protect children travelling to and from school.

We respectfully call on the Province of Ontario to provide municipalities with the necessary funding tools, legislative support, and implementation guidance to advance school bus stop-arm camera systems and complementary child-safety initiatives across Ontario.

Protecting children on our roads is a shared responsibility. Through strong provincial leadership and municipal partnership, meaningful progress can be made to prevent further tragedies and enhance road safety for families across Ontario.

Thank you for your attention to this important matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jamie McGarvey', with a long horizontal line extending to the right.

Jamie McGarvey  
Mayor

**cc:** The Honourable Steve Clark, Government House Leader  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



**To:** Council  
**Subject:** [Click or tap here to enter text.](#)  
**Meeting:** February 17, 2026  
**Department:**  
**Staff Contact:**

### **RECOMMENDATION:**

BE IT RESOLVED THAT COUNCIL receive the staff report regarding the proposed Memorial Bench Program Policy and Application; and

THAT Council adopt the Memorial Bench Program: Policy & Application as presented; and

THAT Council authorize staff to administer the Memorial Bench Program in accordance with the approved policy, including entering into ten (10) year donation and maintenance agreements; and

THAT Council confirm that all costs associated with memorial benches shall be paid in full by applicants, with no financial cost or liability to the Town.

### **PURPOSE:**

The purpose of this report is to present Council with a proposed Memorial Bench Program Policy and Application for adoption as requested by Council at a previous meeting.

The attached draft policy establishes a clear, consistent, and financially responsible framework for the donation, installation, and maintenance of memorial benches within Township parks and public spaces.

### **BACKGROUND INFORMATION:**

The Township periodically receives requests from residents and community members wishing to donate benches in memory of loved ones or to commemorate significant events. In the absence of a formalized program, requests have been handled on a case-by-case basis, which may lead to inconsistencies in placement, design, maintenance expectations, and financial responsibilities.

To address this, staff have developed a formal Memorial Bench Program Policy and Application that provides:

- Clear authority for the Township to control bench locations and placement
- Standardized design and installation requirements
- Defined financial responsibilities



- A consistent ten (10) year maintenance period
- Protection of municipal interests and public space aesthetics

This policy ensures transparency, fairness, and operational efficiency while allowing meaningful community participation.

#### **FINANCIAL IMPACT:**

All capital, installation, and maintenance costs are fully recovered through applicant fees.

#### **POLICY IMPLICATIONS:**

Adoption of the Memorial Bench Program Policy establishes a **formal, consistent, and defensible municipal framework** for the acceptance and management of donated infrastructure in public spaces.

#### **ALTERNATIVES:**

#### **ATTACHMENTS:**



# MEMORIAL BENCH PROGRAM: POLICY & APPLICATION

---

## PART 1: PROGRAM POLICY

### 1. Purpose

The Town's Memorial Bench Program provides an opportunity for individuals and organizations to commemorate loved ones or significant events by donating a bench for placement in public parks or along town pathways.

### 2. Location Selection & Authority

To ensure the aesthetic harmony and operational efficiency of public spaces:

- **Final Authority:** The Town reserves the absolute right to determine the final location of all memorial benches.
- **Requests:** Donors may suggest a preferred park or general area; however, the Town will make the final selection based on landscaping plans, maintenance requirements, and existing bench density.
- **Relocation:** The Town reserves the right to relocate a bench at any time if required for construction, safety, or site redevelopment.

### 3. Costs and Fees

The donor is responsible for the total cost of the bench, memorial plaque, and installation.

- **Standard Bench Package:** \$2,500 (Includes bench, custom plaque, concrete pad, and installation).
- **Payment:** Full payment is required at the time the application is approved.
- **Maintenance:** The initial fee covers routine maintenance for a period of **10 years**. After this period, the bench may be removed, or the donor may choose to pay a renewal fee for continued placement.

### 4. Ownership

While the bench is donated in memory of an individual, it becomes the property of the Town. The Town is not responsible for replacing benches or plaques damaged by vandalism or extreme weather beyond standard repair efforts.

## **5. Installation**

Installation will occur at a time determined by the Town based on seasonal conditions, staff availability, and operational priorities. Installation timelines are not guaranteed.

## **6. Design Standards & Uniformity**

All benches shall conform to Town-approved design, material, and colour standards to ensure uniformity and compatibility with existing infrastructure.

## **7. Plaque Content Restrictions**

Plaque inscriptions shall be subject to Town approval and shall not include political messages, commercial advertising, offensive language, or content deemed inappropriate by the Town.

## **8. Termination Clause**

The Town reserves the right to remove any memorial bench that becomes unsafe, unsightly, damaged beyond repair, or no longer appropriate for the location.

## **9. No Guarantee of Replacement**

Replacement of benches or plaques due to vandalism, weather damage, or aging is not guaranteed.

## PART 2: DONATION APPLICATION

### donor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Commemoration Details

Name of Honoree: \_\_\_\_\_

Requested Plaque Inscription: *(Subject to Town approval)*

### Location Preferences

Preferred Park/Area: \_\_\_\_\_ *Note: The Town retains final authority over exact placement.*

### Agreement & Signature

I acknowledge that I have read the Memorial Bench Policy. I understand that the Town has the final authority over location and that the bench becomes Town property upon installation.

- I acknowledge that I have read and fully understand the Memorial Bench Program Policy.
- I understand that the Town retains **absolute authority over final bench location and any future relocation.**
- I understand that **full payment of \$2,500 is required upon approval.**
- I understand that the bench becomes **property of the Town upon installation.**
- I understand that the bench is covered by a **ten (10) year maintenance period**, after which renewal or removal may occur.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Part C – Memorial Bench Donation & Maintenance Agreement (10-Year Contract)

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**The Corporation of the Township of \_\_\_\_\_**  
(hereinafter called the “Town”)

**AND**

Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_

(hereinafter called the “Donor”)

---

## 1. Purpose

The Donor wishes to donate a memorial bench in accordance with the Town’s Memorial Bench Program Policy, and the Town agrees to accept the donation subject to the terms and conditions of this Agreement.

---

## 2. Donation & Payment

2.1 The Donor shall pay the full fee of **\$2,500** upon approval of the application.

2.2 This fee includes the bench, memorial plaque, concrete pad, installation, and routine maintenance for a period of **ten (10) years**.

2.3 No installation shall occur until full payment is received.

---

## 3. Location & Authority

3.1 The Town retains **absolute authority** to determine the final location of the memorial bench.

3.2 The Town reserves the right to **relocate the bench at any time** due to construction, safety, maintenance, or redevelopment needs.

3.3 The Donor acknowledges that no guarantee is provided regarding permanence of location.

---

#### **4. Ownership**

4.1 Upon installation, the memorial bench shall become the **sole property of the Town**.

4.2 The Donor waives all ownership claims upon installation.

---

#### **5. Maintenance & Term**

5.1 The Town shall provide routine maintenance for a period of **ten (10) years** from the installation date.

5.2 At the end of the ten (10) year term, the Town may:

- (a) Remove the bench; or
  - (b) Offer the Donor an opportunity to renew the agreement for an additional term, subject to applicable renewal fees.
- 

#### **6. Damage, Vandalism & Replacement**

6.1 The Town shall not be responsible for replacing benches or plaques damaged by vandalism, severe weather, or normal aging.

6.2 Repairs may be undertaken at the Town's discretion.

---

#### **7. Indemnification & Liability**

7.1 The Donor agrees to indemnify and save harmless the Town from any claims, demands, actions, or damages arising from the installation or presence of the memorial bench.

---

#### **8. Termination**

8.1 The Town reserves the right to remove the bench if it becomes unsafe, unsightly, or incompatible with future site use.

---

## 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or representations.

---

### Signatures

**For the Town:**

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Clerk

Date: \_\_\_\_\_

**Donor:**

---

Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

---



**Public Health**  
**Santé publique**  
SUDBURY & DISTRICTS

January 22, 2026

VIA ELECTRONIC MAIL

Honourable Sylvia Jones  
Minister of Health of Ontario

Honourable Michael Parsa  
Minister of Children, Community, and Social Services

Dear Honourable Minister Jones and Honourable Minister Parsa:

**Re: Protecting Workers from Growing Food Insecurity, Exacerbated by U.S. Tariffs**

At its meeting on October 16, 2025, the Board of Health carried the following resolution #42-25:

*WHEREAS US tariffs are generating economic uncertainty, leading businesses, organizations, and food charities to predict increasing costs of living, including food prices, which will ultimately lead to increased household food insecurity; and*

*WHEREAS household food insecurity is a serious public health problem that is strongly linked to adverse mental health conditions, increased risk of several chronic diseases, and is associated with increased healthcare costs; and*

*WHEREAS local monitoring food affordability data show that social assistance rates are not enough to cover the costs of living; and*

*WHEREAS evidence demonstrates that to effectively address the problem of household food insecurity policies that improve incomes are required;*

*THEREFORE BE IT RESOLVED THAT the Board of Health commends the Government of Ontario for the development and release of the 2024 Annual Report: Poverty Reduction Strategy, thanks the Government for*

**Sudbury**

1300 rue Paris Street  
Sudbury ON P3E 3A3  
t: 705.522.9200  
f: 705.522.5182

**Elm Place**

10 rue Elm Street  
Unit / Unité 130  
Sudbury ON P3C 5N3  
t: 705.522.9200  
f: 705.677.9611

**Sudbury East / Sudbury-Est**

1 rue King Street  
Box / Boîte 58  
St.-Charles ON P0M 2W0  
t: 705.222.9201  
f: 705.867.0474

**Espanola**

800 rue Centre Street  
Unit / Unité 100 C  
Espanola ON P5E 1J3  
t: 705.222.9202  
f: 705.869.5583

**Île Manitoulin Island**

6163 Highway / Route 542  
Box / Boîte 87  
Mindemoya ON P0P 1S0  
t: 705.370.9200  
f: 705.377.5580

**Chapleau**

34 rue Birch Street  
Box / Boîte 485  
Chapleau ON P0M 1K0  
t: 705.860.9200  
f: 705.864.0820

**toll-free / sans frais**

1.866.522.9200

[phsd.ca](http://phsd.ca)

Letter

Re: Protecting Workers from Growing Food Insecurity, Exacerbated by U.S. Tariffs

January 22, 2026

Page 2

*actions taken thus far including the increase to the minimum wage as of October 1, 2025, and acknowledges the Poverty Reduction Strategy's importance in advancing efforts to reduce poverty and promote economic well-being across the province; and*

*THAT the Board of Health call upon the provincial government to further protect workers with limited incomes from the impact of US Tariffs and economic uncertainty; these include increasing the earning exemption to better support those working toward leaving the Ontario Works (OW) program, implementing revisions to social assistance such as increasing rates to reflect the real costs of living, indexing the OW rate to inflation, and establishing a Social Assistance Research Commission to determine evidence-based social assistance rates in communities across the province based on local/regional costs of living, including the cost of food informed by Ontario Nutritious Food Basket (ONFB) data collected by PHUs; and*

*THAT the Board of Health call upon the federal government to recognize the urgency of transformative income solutions such as a national Basic Income Guarantee program and support Bill S-206 – An Act to develop a national framework for a guaranteed livable basic income.*

Our Board thanks your government for its leadership around the 2020-2025 Poverty Reduction Strategy, which is having a positive impact on this problem. We commend your efforts and look forward to contributing to the development of the next poverty reduction strategy.

Unfortunately, notwithstanding this good work, the recent tariffs imposed and threatened by the United States are having a significant impact on household food insecurity experienced by workers. Our analysis reveals that workers who lose their job and then find alternate employment in a different sector will earn less than before. Moreover, such workers will struggle with food insecurity given the high cost of food, and the Ontario Works \$200 exemption for earning income which punishes workers for doing the hard work of seeking alternate employment.

In light of the unprecedented rise in household food insecurity, it is imperative that action is taken immediately. To address the growing rates of food insecurity driven by the loss of purchasing power of income, solutions must focus on improving household income adequacy<sup>i</sup>, including increasing the Ontario Works earning exemption, aligning social assistance to the real costs of living (i.e. indexing to inflation, consideration of local living costs), and increasing social assistance levels. The Board of Health urges the provincial government to allocate the necessary resources, funding, and policy frameworks to address income inadequacies.

Letter

Re: Protecting Workers from Growing Food Insecurity, Exacerbated by U.S. Tariffs

January 22, 2026

Page 2

We thank you for your attention and investment in this urgent public health issue. We would be pleased to meet with you to explore opportunities to work together to promote and protect the health of everyone.

Sincerely,



Mark Signoretti

Chair, Board of Health

cc: Dr. M. M. Hirji, Acting Medical Officer of Health and Chief Executive Officer  
Jamie West, Local Member of Provincial Parliament, Sudbury  
France Gélinas, Local Member of Provincial Parliament, Nickel Belt  
Bill Rosenberg, Local Member of Provincial Parliament, Algoma-Manitoulin  
Donna Stewart, Chief Administrative Officer, Manitoulin-Sudbury District Services Board  
Sue LeBeau, Executive Director, Équipe santé Sudbury Espanola Manitoulin Elliot  
Lake Ontario Health Team  
Constituent Municipalities

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<sup>i</sup> Ontario Dietitians in Public Health. 2020. Position Statement and Recommendations on Responses to Food Insecurity. <https://www.odph.ca/odph-position-statement-on-responses-to-food-insecurity-1>



**TOWNSHIP OF  
BRUDENELL, LYNDOCH AND RAGLAN**

42 Burnt Bridge Road, PO Box 40  
Palmer Rapids, Ontario K0J 2E0  
TEL: (613) 758-2061 · FAX: (613) 758-2235

November 5, 2025

The Honourable Paul Calandra, Minister of Education  
315 Front Street West  
Toronto, Ontario  
M7A 0B8

**RE: Request to Incorporate mandatory water safety and Survive-to-Swim training into elementary curriculum for all Ontario students.**

Dear Hon. Paul Calandra,

Please be advised that at the Regular Council Meeting on November 5th, 2025, Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan passed the following resolution, supporting the resolution from the City of Dryden.

**Resolution No: 2025-11-05-07**  
**Moved by: Councillor Quade**  
**Seconded by: Councillor Banks**

**“Be It resolved** that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the City of Dryden’s resolution requesting to incorporate mandatory water safety and Survive-to-Swim training into elementary curriculum for all Ontario students.

**And further** that this resolution be forwarded to The Honourable Minister of Education of Ontario, local Members of Provincial Parliament, the Association of Municipalities of Ontario and all Ontario municipalities, with a request for their endorsement.”

**Carried.**

Sincerely,

Tammy Thompson  
Deputy Clerk  
Township of Brudenell, Lyndoch and Raglan

**THE CORPORATION OF THE CITY OF DRYDEN**

**MOVED BY:** Price **DATE:** 22-Sep-25  
**SECONDED BY:** Klewning **RESOLUTION NO.:** 14

Whereas drowning is one of the leading causes of preventable deaths among children in Ontario and research by the Lifesaving Society of Ontario shows that most children who drown never intended to be in the water; and

Whereas evidence demonstrates that even basic swimming and water survival skills significantly reduce the risk of drowning; and

Whereas many children in Ontario do not have equitable access to swimming lessons outside of school due to financial, cultural or geographic barriers; and

Whereas several municipalities across Ontario have expressed strong interest in improving water safety education for children; and

Whereas the Ministry of Education has the authority to incorporate water safety and survival training into the regular elementary school curriculum as a universal, life-saving skill comparable to fire safety and road safety instruction;

Therefore, be it resolved that the Council of The Corporation of The City of Dryden respectfully urges the Government of Ontario, through the Ministry of Education, to incorporate mandatory water safety and Swim-to-Survive training into the elementary school curriculum for all Ontario students; and

Be it further resolved that a copy of this resolution be forwarded to The Honourable Minister of Education of Ontario, local Members of Provincial Parliament, the Association of Municipalities of Ontario and all Ontario municipalities, with a request for their endorsement.

RECORDED VOTE			DECLARATION UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT	
			Councilors who have declared an interest, abstained from discussion and did not vote on this question.	
Council	Yes	No		
Councillor C. Klewning				
Councillor B. Latham				
Councillor M. MacKinnon				
Councillor R. Noel				
Councillor M. Price				
Councillor B. Tardiff				
Mayor J. Harrison				
			<b>Disposition of Resolution</b> (Check One)	
			<b>Carried X</b>	<b>Defeated</b>
<b>TOTALS</b>				

**MAYOR:** Harrison



**UNAPPROVED MINUTES – FIRST MEETING**  
**BOARD OF HEALTH**  
**PUBLIC HEALTH SUDBURY & DISTRICTS**  
**BOARDROOM, LEVEL 3**  
**THURSDAY, JANUARY 15, 2026 – 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Ryan Anderson  
Robert Barclay  
Michel Brabant  
Renée Carrier

Abdullah Masood  
Amy Mazey  
Ken Noland  
Michel Parent

Angela Recollet  
Mark Signoretti

**BOARD MEMBERS REGRET**

Natalie Labbé

Natalie Tessier

**STAFF MEMBERS PRESENT**

Stacey Gilbeau  
Emily Groot  
Renée Higgins  
M. Mustafa Hirji

Stacey Laforest  
Chidubem Okechukwu,  
NOSM Resident  
Rachel Quesnel, Recorder

Sarah Rice  
Renée St Onge

**R. QUESNEL PRESIDING**

**1. CALL TO ORDER AND TERRITORIAL ACKNOWLEDGMENT**

The meeting was called to order at 1:31 p.m.

**2. ROLL CALL**

**3. REVIEW OF AGENDA/DECLARATIONS OF CONFLICTS OF INTEREST**

The agenda package was pre-circulated. R. Barclay disclosed a conflict of interest noting that a family member had applied for a position at Public Health Sudbury & Districts. This was acknowledged, and it was assessed that this conflict of interest would not be relevant to the items on today's agenda.

#### **4. ELECTION OF OFFICERS**

##### **01-26 APPOINTMENT OF CHAIR OF THE BOARD**

**MOVED BY PARENT – RECOLETT: THAT the Board of Health appoints Mark Signoretti as Chair for the year 2026.**

**CARRIED**

#### **M. SIGNORETTI PRESIDING**

##### **02-26 APPOINTMENT OF VICE-CHAIR OF THE BOARD**

**MOVED BY BARCLAY – BRABANT: THAT the Board of Health appoints Mike Parent as Vice-Chair for the year 2026.**

**CARRIED**

##### **03-26 APPOINTMENT TO BOARD EXECUTIVE COMMITTEE**

**MOVED BY BARCLAY – CARRIER: THAT the Board of Health appoints the following individuals to the Board Executive Committee for the year 2026:**

- 1. Michel Brabant, Board Member at Large**
- 2. Angela Recollet, Board Member at Large**
- 3. Ken Noland, Board Member at Large**
- 4. Mark Signoretti, Chair**
- 5. Michel Parent, Vice-chair**
- 6. Medical Officer of Health/Chief Executive Officer**
- 7. Director, Corporate Services**
- 8. Secretary Board of Health**

**CARRIED**

##### **04-26 APPOINTMENT TO FINANCE STANDING COMMITTEE OF THE BOARD**

**MOVED BY ANDERSON – RECOLLET: THAT the Board of Health appoints the following individuals to the Finance Standing Committee of the Board of Health for the year 2026:**

- 1. Natalie Tessier, Board Member at Large**
- 2. Mike Parent, Board Member at Large**
- 3. Renée Carrier, Board Member at Large**
- 4. Mark Signoretti, Chair**
- 5. Medical Officer of Health/Chief Executive Officer**
- 6. Director, Corporate Services**
- 7. Secretary Board of Health**

**CARRIED**

## **5. DELEGATION/PRESENTATION**

### **i) Inquest into the deaths of Luke Moore, Lorraine Shaganash, Lizzie Sutherland, Mark Ferris, and Douglas Taylor**

- Dr. Emily Groot, Acting Associate Medical Officer of Health, Public Health Sudbury & Districts

Dr. Emily Groot presented on the coroner's inquest into the 2021 blastomycosis outbreak affecting Constance Lake First Nation, which resulted in 40 infections and five deaths. The presentation reviewed the epidemiology of blastomycosis, Public Health's role in surveillance and education, and the purpose and process of coroner's inquests. The nine jury recommendations that are relevant to local public health were outlined, emphasizing commitments to Joyce's Principle, cultural safety, Indigenous engagement, support for Indigenous healing practices, improved access to public health programs, strengthened emergency preparedness, enhanced Indigenous representation in governance, and responsible Indigenous health data governance guided by OCAP® and data sovereignty principles. A supplementary document included in the today's addendum package was prepared by the public health Indigenous Public Health team and outlines the nine recommendations to public health and what we are doing locally relating to the recommendations.

Questions and comments were entertained. Systemic challenges such as delayed diagnosis, jurisdictional gaps, and the need for culturally safe healthcare were highlighted. The Board noted the importance of actionable strategies, resource allocation, clinician engagement and addressing systemic racism. The board acknowledged these concerns, opportunities to learn from the recommendations, and recognized the necessity for ongoing improvements and Indigenous representation in public health leadership.

In response to an inquiry, additional information will be shared with M. Parent regarding overall provincial blastomycosis data and historical data. E. Groot was thanked for the presentation.

## **6. CONSENT AGENDA**

- i) Minutes of Previous Meeting**
  - a. Eight Meeting – November 20, 2025
- ii) Business Arising from Minutes**
- iii) Report of Standing Committees**
- iv) Report of the Medical Officer of Health/Chief Executive Officer**
  - a. MOH/CEO Report, January 2026

**v) Correspondence**

- a. Draft Revised Ontario Public Health Standards and Protocols
  - Memorandum from Dr. K. Moore, Chief Medical Officer of Health and Assistant Deputy Minister, dated December 9, 2025
- b. National Data on Substance-Related Harms
  - Statement from the Council of Chief Medical Officers of Health dated December 11, 2025
- c. Monitoring Food Affordability and Implications for Public Policy and Action
  - Memorandum from the Middlesex-London Health Unit Medical Officer of Health and Board of Health Chair dated December 11, 2025
  - Infographic: Food Insecurity, Middlesex-London 2026
- d. Adverse Childhood Experiences (ACEs) Local Policy Advancement
  - Report from Windsor-Essex County Health Unit Board of Health dated November 20, 2025
- e. Prevention and Response to Radon Exposures in Windsor-Essex County
  - Report from Windsor-Essex County Health Unit Board of Health dated November 20, 2025
- f. Windsor and Essex County School Food Programs
  - Report from Windsor-Essex County Health Unit Board of Health dated November 20, 2025
- g. Indigenous Membership on Boards of Health
  - Letter from the alPHa Board of Directors Chair to the Deputy Premier and Minister of Health dated November 10, 2025

**vi) Items of Information**

- a. Annual Survey Results from 2025 Regular Board of Health Meeting Evaluations
- b. Annual Meeting Attendance Summary Board of Health for Public Health Sudbury & Districts 2025

Various questions were entertained regarding the Board report and items of correspondence. R. Barclay shared his interest in participating in the alPHa Winter Symposium.

**05-26 APPROVAL OF CONSENT AGENDA**

**MOVED BY MAZEY – MASOOD: THAT the Board of Health approve the consent agenda as distributed.**

**CARRIED**

## 7. NEW BUSINESS

### i) Risk Management Plan 2026 – 2028

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated January 8, 2026
- Inherent and Residual Risk Ratings
- 2026 – 2028 Risk Management Plan

M.M. Hirji noted that risk management is a good governance practice and is an organizational requirement under the Ontario Public Health Standards. Risk management helps the organization achieve better outcomes by guiding how we handle threats that could disrupt operations and highlights strategic opportunities.

The current risk management process has been in place since 2016 and modeled after what is used by Treasury Board Secretariat. The 2026–2028 Risk Management Plan reports two risk levels including inherent (status quo) and residual (what is anticipated risk once identified controls are implemented). The Board of Health will receive updates on the monitoring of how the controls are moving the risk rating from inherent risk rating to residual risk rating through the annual risk report.

The Board was asked to approve the 2026–2028 Risk Management Plan, which will be phased in over three years and includes several controls with financial impacts. While many controls can begin immediately, the plan is designed to guide future investment decisions by prioritizing critical controls that most effectively reduce risk. Critical controls have been identified where controls will mitigate more than one risk. A summary table highlights these priority controls, many of which currently address risks in the high-risk category; the aim is to move these risks to moderate or lower levels, where possible. While health issues are worsening and more complex, we are not seeing this reflected in provincial funding and financial constraints impact the ability to implement all controls immediately. The risk management tool will support provincial reporting and help inform the need for enhanced public health funding.

Questions were entertained. The Board shared concerns regarding six red zone inherent risks that, with implemented controls, will remain red residual risks. M.M. Hirji explained that given the nature of these risks being outside of the control of Public Health Sudbury & Districts coupled with inadequate funding, we cannot realistically mitigate these risks to a lower risk category; however, we will continue to advocate for public health funding and for concerted action by provincial and federal partners. Based on a request by some board members for more information on these six risks, M.M. Hirji will bring a briefing note to the next Board meeting to provide more detail on these six risks and what would be needed to mitigate them to a lower risk category.

It was suggested that M.M. Hirji inquire with public health peers whether they have risk controls that might help inform our plan. M.M. Hirji explained that this was already done in preparation of the Risk Management Plan.

#### **06-26 RISK MANAGEMENT PLAN 2026 - 2028**

**MOVED BY BRABANT - NOLAND: WHEREAS effectively planning to manage risks enables an organization to better achieve its outcomes, operate strategically, and be resilient to changing circumstances; and**

**WHEREAS the Ontario Public Health Organizational Requirements mandate boards of health to provide governance direction and oversight of risk management with a formal risk management framework that identifies, assesses, addresses risks; and**

**WHEREAS the Board of Health has engaged in a risk management process in order to systematically identify/assess current risks and controls;**

**THEREFORE BE IT RESOLVED that the Board of Health for Public Health Sudbury & Districts approve the 2026-2028 risk management plan.**

**CARRIED**

**ii) Ontario Building Code – Amendment to the Fee Schedule for Services Under Part VIII**

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated January 8, 2026
- Revised Board of Health Manual G-I-50 – By-law 01-98

Under the Ontario *Building Code Act* Part VIII, Public Health Sudbury & Districts is designated as the enforcement authority for private onsite sewage systems which are typically in place when municipal sewage services are unavailable. To continue to administer the Part VIII program on a cost-recovery basis in 2026, it is necessary for Public Health Sudbury & Districts to amend program user fees in accordance with the rate of inflation. It was recapped that, last year, the Board of Health approved a new review process for an annual expedited review and adjustment of fees to inflation, with a more comprehensive review to occur every five years.

Today's proposed increase adjusts the fees by 2% to address increasing program operation and delivery costs. Per the *Building Code* requirements, notifications and a public meeting was held with no concerns having been reported.

#### **07-6 AMENDMENT TO THE FEE SCHEDULE FOR SERVICES UNDER PART VIII OF THE ONTARIO BUILDING CODE**

**MOVED BY RECOLLET – ANDERSON: WHEREAS the Board of Health is mandated under the *Ontario Building Code Act* (S.O. 1992 c. 23), to enforce the provisions of this Act and the Building Code related to sewage systems; and**

**WHEREAS program related costs are funded through user fees on a cost-recovery basis; and**

**WHEREAS the proposed fees are necessary to address current program associated operational and delivery costs; and**

**WHEREAS the Board of Health has adopted a process of annually adjusting fees in accordance with inflation with a comprehensive review of fees conducted every five years; and**

**WHEREAS fees have been proposed to increase in accordance with inflation for this annual adjustment; and**

**WHEREAS in accordance with Building Code requirements, staff have held a public meeting and notified all contractors, municipalities, lawyers, and other affected individuals of the proposed fee increases, with no concerns having been reported;**

**THEREFORE BE IT RESOLVED THAT the Board of Health approve the amendments in Part VIII-Ontario Building Code fees as outlined within Schedule “A” to Board of Health By-law 01-98.**

**CARRIED**

**iii) Board of Health Meeting Date**

Municipal elections in Ontario will be held on October 26, 2026, and the terms of municipal appointees on Boards of Health will end on November 14, 2026. It is anticipated that municipal appointments to our Board of Health will not be completed by the Board meeting of November 19, 2026 (third Thursday of the month) thereby risking quorum and a new Board who has to consider the budget without proper orientation; therefore, it is recommended that the November Board meeting date be moved to November 12, 2026.

**08-26 CHANGE IN BOARD OF HEALTH MEETING DATE**

**MOVED BY CARRIER - MAZEY: WHEREAS the Board of Health regularly meets on the third Thursday of the month; and**

**WHEREAS By-Law 04-88 in the Board of Health Manual stipulates that the Board may, by resolution, alter the time, day or place of any meeting;**

**WHEREAS the *Municipal Election Act* section 6(1) provides that terms of municipal elected officials end on November 14, 2026, and so municipal appointments to the Board of Health expire on November 14, 2026;**

**WHEREAS it is desirable to ensure continuity and quorum for the November 2026 Board of Health meeting;**

**THEREFORE BE IT RESOLVED THAT this Board of Health agrees that the regular Board of Health meeting scheduled for 1:30 pm Thursday, November 19, 2026, be moved to 1:30 pm on Thursday, November 12, 2026.**

**CARRIED**

## **8. ADDENDUM**

### **09-26 ADDENDUM**

**MOVED BY BRABANT - BARCLAY: THAT this Board of Health deals with the items on the Addendum.**

**CARRIED**

### **DECLARATIONS OF CONFLICT OF INTEREST**

There were no declarations of conflict of interest.

**i) Supplementary Document for the Board of Health Presentation: *Inquest into the deaths of Luke Moore, Lorraine Shaganash, Lizzie Sutherland, Mark Ferris, and Douglas Taylor***

- Verdict of Inquest Jury: 2021 Blastomycosis Outbreak in Constance Lake: Jury Recommendations Relevant to Local Public Health Agencies

The document, referenced during today's delegation, summarized what Public Health Sudbury & Districts is doing for the various public health-related recommendations resulting from the coroner's inquest.

**ii) City of Greater Sudbury Council Advocacy – Public Health Funding**

- City of Greater Sudbury Council Resolution dated November 25, 2025

M. Signoretti shared that the City of Greater Sudbury Council passed a motion to advocate for increased public health funding. It was noted that the Council unanimously passed the motion advocating to the province and Premier for viability and sustainability of public health funding per current 75/25 funding formula.

## **9. IN CAMERA**

### **10-26 IN CAMERA**

**MOVED BY BARCLAY – MAZEY THAT this Board of Health goes in camera to deal with information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them.**

**Time: 2:54 p.m.**

**CARRIED**

## 10. RISE AND REPORT

### 11-26 RISE AND REPORT

**MOVED BY PARENT – BRABANT: THAT this Board of Health rises and reports.**

**Time: 3:13 p.m.**

**CARRIED**

It was reported that one matter was discussed to deal with information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them. The following motion emanated:

### 12-26 APPROVAL OF BOARD OF HEALTH INCAMERA MEETING NOTES

**MOVED BY BRABANT – BARCLAY: THAT this Board of Health approve the meeting notes of the November 20, 2025, Board in-camera meeting and that these remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act.**

**CARRIED**

## 11. ANNOUNCEMENT

- January 25, 2026, Board of Health meeting evaluation

Board members were invited to complete the evaluation for today's Board meeting.

- Board of Health Unlearning Club

Board members were reminded of the Board Unlearning Club session to be held immediately following today's meeting and that they can participate in person or virtually.

- Board Vacancy – Joint Board/Staff Accountability Working Group

There continues to be a Board of Health member vacancy on the Joint Board of Health/Staff Accountability Working Group. Amy Mazey offered to join the Working Group and the Board thanked her for her commitment.

- Annual Requirements for Board of Health members By-law has annual requirement that each BOH member review P&P

The Board of Health by-laws have an annual requirement that each Board of Health member review the Code of Conduct and Conflict of Interest Policies and Procedures. The Chair reviewed the duties and obligations of the Board members and noted the importance of leading by example. Board members are asked to complete the Code of Conduct and Conflict of Interest declaration forms once they have reviewed the Policies and Procedures.

- Next Board of Health Meeting

The next regular Board of Health meeting will be held on Thursday, February 19, 2026, at 1:30 p.m.

**12. ADJOURNMENT**

**13-26 ADJOURNMENT**

**MOVED BY MAZEY – CARRIER: THAT we do now adjourn. Time: 3:18 p.m.**

**CARRIED**

\_\_\_\_\_  
(Chair)

\_\_\_\_\_  
(Secretary)

Unapproved

October 30, 2025

**Re: Rent Protection for Tenants**

At its Council Meeting of October 28, 2025, the Council of the Corporation of the City of Cambridge passed the following Motion:

**WHEREAS** this council understands that the need for affordable rental housing not only applies to new builds but also to the protection of existing affordable units.

**WHEREAS** the removal of rent control in 2018 on any new residential rental unit opened the door to excessive year over year rent increases and the resulting anxiety and mental anguish that come with unpredictable rental costs and loss of housing security.

**WHEREAS** the loss of rent control has caused a high number of people across Ontario to be forced out of their homes due to their inability to afford their rent increases.

**AND WHEREAS** without protection from excessive and malicious rent increases, many Cambridge renters will also be at risk of being priced out of their own homes.

**WHEREAS** unlimited rent increases can be used as a tool by landlords acting in bad faith to remove existing tenants in order to replace them with new tenants at increased rates.

**WHEREAS** providing housing stability, maintaining affordable housing stock, and protecting renters from unfair rent increases is of utmost importance to this council.

**AND WHEREAS** This council recognizes that landlords are essential to a flourishing and affordable housing system,

**AND WHEREAS** maintaining Ontario as a location that is attractive to landlords is of utmost importance.

**NOW THEREFORE BE IT RESOLVED** that:

1. Cambridge City Council request the Province of Ontario provide adequate protection against excessive and malicious rent increases for all rental units occupied for residential purposes while maintaining the ability for landlords to operate a viable and sustainable business, and that the City Clerk for the City of Cambridge send a letter to Honourable Doug Ford Premier of Ontario, MPP Jess Dixon, MPP Brian Riddell, and other municipalities throughout Ontario for their endorsement consideration.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Jennifer Shaw  
City Clerk

CC: (via email)  
Honourable Doug Ford, Premier of Ontario  
MPP Jess Dixon  
MPP Brian Riddell  
Ontario Municipalities

## PUBLIC WORKS ANNUAL REPORT – UNLISTED PESTICIDE USE

Public work: Municipal shoreline

Owner/Operator of Public Work: Municipality of Assiginack

Address: 156 Arthur St., PO Box 238, Manitowaning, ON P0P 1N0

Phone: (705) 859-3196

Date of report: January 13, 2026

Maps of each area accompany this report

### 1) Manitowaning Bay along Cardwell Street

A patch south of the dock in the centre of this stretch of shoreline, and scattered stems south of there to the creek. Also a few small clusters of stems about 80 m north of the dock.

Total area 3.25 ha

**Date of application:** September 18, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingred. used** 500 ml

**Reason for use:** To control Invasive Phragmites and to prevent it from spreading over the entire shoreline.

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication.

### 2) Clover Valley shoreline

Shoreline between wet ground (toward lake) and tree line inland, in front of Cusino and Coupal properties off Birch Street and Willow Court. An area approximately 1000 sq m, dry ground only, within that area a patch approximately 70 m x 60 m very dense with ~ 60-90 stems per sq m.

**Date of application:** September 16 & 18, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingred. used** 850 ml

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and marshy shoreline.

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

### 3) Mouth of McLennan's Creek

Spit of land between creek and lake and on lakeshore to the south.

**Date of application:** July 21, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 1.35 L

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and marshy shoreline. To prevent Phragmites from destroying this highly diverse marsh and turtle habitat. Total area: .59 ha

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

### 4) North of Cowan's Side Road boat launch

Shoreline between lake and trees or mowed lawn.

**Date of application:** July 8, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 400 ml

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and marshy shoreline. Total area: .67 ha

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

### 5) Leask Bay

Between open flat rocks at the eastern end and the point between Hilly Grove and Leask Bay at the west: 100 stems among rocks and dead trees at the eastern end; two patches of < 50 stems in open flats; several larger patches up to 50 stems per sq m at western end in cattails. **Date of application:** June 18, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 300 ml

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and on marshy shoreline. Total area: 6.85 ha

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

#### 6) Hilly Grove

A patch of dense, tall phragmites on shore directly east of cottage. Approximately 600 sq m total area.

**Date of application:** July 16 & 18, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 1.1 L

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and marshy shoreline. Total area approx. .2 ha

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

#### 7) North of end of Squirrel Town Road at creek

Open flat shoreline on both sides of small creek. Area densely covered with short Phragmites stems, 20 – 50 stems per sq m, all <1 m and many <20 cm tall.

**Date of application:** August 14 & 15, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 3.75 L

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and marshy shoreline. Total area: .64 ha

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication. Future control will be by cutting in water rather than chemical treatment whenever water conditions allow.

#### 8) Lake Manitou at Gushy Bay (Queen's Lane corner)

Shoreline fen and adjacent private driveway, with landowner permission. Tall stems along shore and tiny short stems (~30 cm tall) in driveway. Approximately .13 ha total area.

**Date of application:** August 29, 2025

**Active ingredient used:** Glyphosate

**Total quantity of active ingredient used** 1 L

**Reason for use:** To control Invasive Phragmites and prevent spread into adjacent lake and surrounding rich wetland habitat.

**Method of use:** backpack sprayer

**How future use would be minimized:** Site will be monitored in 2026 to determine need for further treatment. Future treatments should be progressively less, leading to eradication.



Michael's Bay looking beautiful after years of Phragmites work. It now requires only an annual touch-up!

**Invasive Phragmites** (say “frag-MITE-eeze”) is a very tall, foreign grass that spreads aggressively on shorelines and in wetlands. It grows into dense patches that can wipe out all other vegetation. It is a serious threat to wildlife and fish habitat, recreation, tourism, property values, and aesthetics. Southern Ontario has lost thousands of hectares of natural habitat to this highly invasive species. **The Manitoulin Phragmites Project** is working to make sure this does not happen on Manitoulin Island.

**Our Goal:** To reduce Phragmites across our landscape to a low level that can be maintained by ordinary people with a little bit of annual effort. This letter tells all about our work in 2025 and the plans in the works for the future. **A list of all Manitoulin Phragmites sites and their control status** begins on page 4.

#### **Our 2025-2026 statistics**

- 44 sites worked (24 with Species at Risk or SAR; 20 other sites)
- 39 additional sites checked or surveyed
- 25 sites where herbicide was used
- 124 ha of habitat controlled or maintained
- 434 hours of work contributed by volunteers and staff from partner organizations
- 7 municipalities, 2 First Nations, 3 NGOs, 3 cottage associations - members of our management area

**Low water level in Lake Huron** made 2025 a very challenging year for us. Almost all Phragmites stands are out of the water, standing on dry ground. Our usual work cutting stems under water to drown the roots was not possible. On dry ground cutting does nothing to roots, so the stems just grow back. As a result, we had to use herbicide at many sites. It may seem backward, but we sometimes have to use a small amount of herbicide to save natural habitats. Herbicide is a weapon of last resort when there is no other option for control. It has both good and bad aspects. Good—because it is very effective on

Phragmites and takes less time, allowing us to do much more work at many more sites. Bad—because no one wants more herbicide in the environment. But we have ways to use as little as possible and target just Phragmites, leaving the other plants alive and able to thrive once the Phrag is gone.

Without water, there was little for volunteers to do, and we only had two work bees. Work was not nearly as fun! When the water comes up again, cutting will again be the preferred method.

**Lake Wolsey** is a 70 ha four-season habitat for Blanding's Turtle (Threatened) and also for fish spawning. It has the biggest infestation of Phragmites on Manitoulin Island. Working with the Invasive Phragmites Control Center, we made huge progress. ALL of the habitat has now had a least one round of control, and some parts have had 2 or 3 years of work. Next year we will see much less Phragmites there!



Phragmites patch south of Little Current now entirely on dry ground.

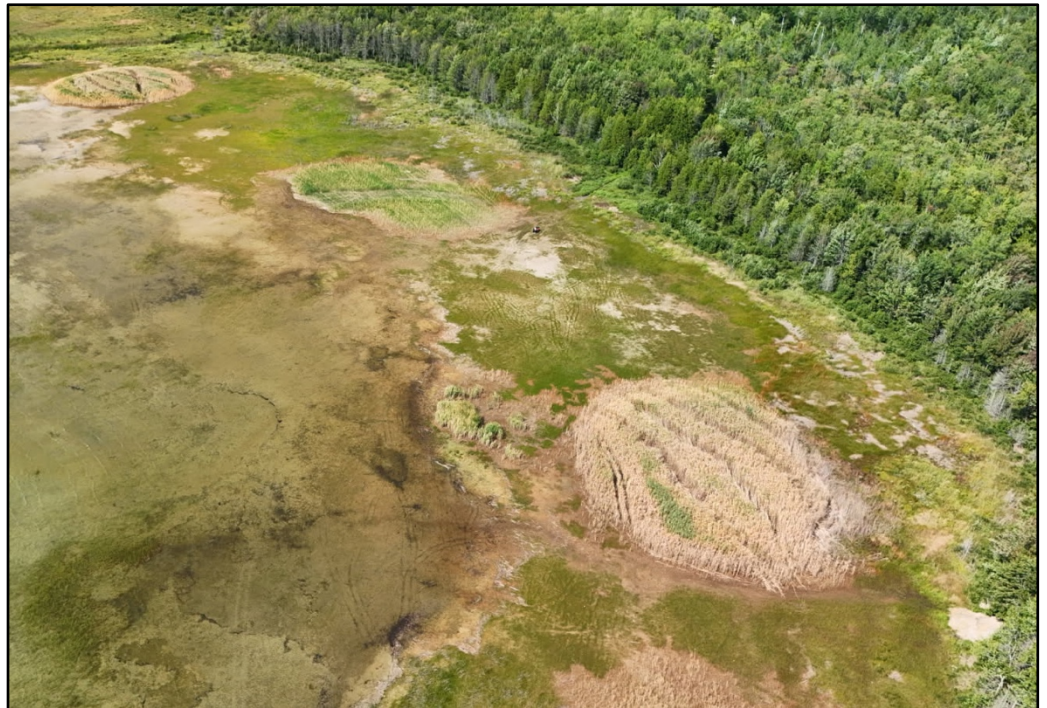
**The goal of the Manitoulin Phragmites Project** has always been to get Phragmites presence to a low level that can be maintained with a little bit of annual effort by anyone. It needs to become a regular task like cleaning the eavestroughs or putting away the picnic tables. It can be an annual event where neighbours get together to take care of the Phrag on their beach. Phragmites will be around from now on, so we are building a local system to keep it in check. After this past summer's work, many sites are now nearly finished and ready to be handed to others to maintain.

**The Phragmites Project has become a "Phragmites Management Area"** and a much larger network. Ontario now funds Phragmites work by region, so we are now funded as the Manitoulin Island Phragmites Management Area (PMA), and MacGregor Bay, Bay of Islands, Whitefish River First Nation, the Town of Espanola, and the unorganized area in between have recently joined our coverage area. We're excited to start working with people in these areas. Some of them are well underway at tackling Phrag.

**Local municipalities** are starting to be responsible for Phragmites. In 2025, I met with all of them and shared site info and discussed ways they can begin management and control. NEMI has applied for its own funding for Phrag work, Espanola is hoping to use some internal budget, and others are discussing hiring a contractor to do some of the work. In 2025, public works staff from 3 municipalities passed the licencing exam to use herbicide and received training from us in how to use it cautiously. Six more are people are signed up for the training and licencing in 2026.

**New leadership for Phragmites in 2026.** The PMA will be coordinated by Nature Conservancy Canada and Manitoulin Streams. They will help everyone in the region with funding, control strategies, and work on the ground. I will still be around working as a Phrag contractor. The work will continue!

**The Manitoulin Island Phragmites Management Area** is not incorporated. You can support the work by donating to Manitoulin Streams. Send an EMT with Phragmites in the subject line to [manitoulinstreams@gmail.com](mailto:manitoulinstreams@gmail.com) If you would like a tax receipt, please send a second email with your contact info. Thank you!



Phragmites patches (tan and green) on the dry shore of Lake Wolsey. Tracks through patches are from the vehicle carrying the sprayer. Photo: Ken Morin

### **Help make the Manitoulin Region Phrag-free!**

- ◆ **DON'T DRIVE THROUGH PHRAGMITES!** Learn to recognize it. If you do drive through it, clean your ATV or vehicle in the yard before going out again.
- ◆ **WHEN PULLING WEEDS OFF THE BOAT PROP,** throw them in the boat for disposal on dry land.
- ◆ **READ OUR SIMPLE INFO PAMPHLET** available on our Facebook page (@manitoulinphrag) or WATCH our YouTube channel (search Manitoulin Phrag).
- ◆ **KEEP AN EYE OUT FOR PHRAGMITES** Report locations to [manitoulinphrag@yahoo.com](mailto:manitoulinphrag@yahoo.com) so we can take action.
- ◆ **JOIN US for Manitoulin Phragmites Week, July 20-25, 2026.** We can host a work bee in your area or make a house call to your property.
- ◆ **HIRE SUMMER STUDENTS** and make Phrag control part of their job. We'll be happy to train them.

### **The Manitoulin Phragmites Project, 2025-2026, is sponsored by** ❤️

Habitat Stewardship Program for Species at Risk (Environment and Climate Change Canada)  
The Invasive Phragmites Control Fund  
The Invasive Phragmites Action Fund  
Manitoulin Transport  
Escarpment Biosphere Conservancy  
Invasive Phragmites Control Centre  
Nature Conservancy Canada  
Manitoulin Streams  
White's Shell  
And a host of local volunteers

**THANK YOU!**

## The Manitoulin Island Phragmites Management Area

PO Box 278, Manitowaning, ON P0P 1N0 (705) 859-1027 manitoulinphrag@yahoo.com  
on Facebook and YouTube @manitoulinphrag

### List of sites where Phragmites is or has been present

To February, 2026

Key: control (**C**), maintenance (**M**) or a survey (**S**) done in 2025; control status; work still needed.\*Species at Risk habitat. Please email us about any Phragmites locations not listed here. (Areas off Manitoulin Island are not yet listed.)

SITE NAME (alphabetical by municipality and First Nation)	Work or Survey in 2025	STATUS 2025	COMMENTS
<b>Aundeck Omni Kaning First Nation</b>			
Highway 540 ditches		Present	MTO sprayed in 2019; many spots need follow up
Lake Road		Present	Ditches; could maybe be sprayed.
Behind Lake Rd Subdivision		Reported Present	Needs survey
<b>Assiginack</b>			
Clover Valley*	<b>C</b>	Under control	Sprayed 2025
Corbett's Beach Road		Eradicated	
Eagle M Rd shoreline	<b>S</b>	Present	Large patch in water
Highway 6 south and north of Manitowaning		Present	MTO sprayed in 2022; a few small patches remain
Lake Manitou near Queen's Lane	<b>C</b>	Under control	2nd work bee in marsh in 2025. Land area sprayed.
Leask Bay Shores ditch	<b>C</b>	Under control	Sprayed
Manitowaning Arena ditch		Eradicated	
Manitowaning dump		Eradicated	
Manitowaning Meredith St ditch		Present?	Recent ditch work. Needs survey.
Manitowaning Michael's Bay Rd		Eradicated	
Manitowaning public works yard	<b>S</b>	Eradicated?	Area has been changed; being monitored
Manitowaning Bay, Cardwell St	<b>C</b>	Under control	Sprayed; a few stems still present
Manitowaning sewage lagoons	<b>S</b>	Present	Patch on dry ground on berm and below
McLennen's Creek mouth* to Black Rock*	<b>C</b>	Under control	Landowners are maintain some of site. Dry portions sprayed; some wet areas still need maintenance
Hilly Grove* – Leask Bay*	<b>C</b>	Under control	Sprayed; small amount along water still present
Red Lodge Rd ditch	<b>C</b>	Present	Recent ditch work. Partly dug up; needs work
Rogers Creek mouth and interior wetlands* (partly in Tehkummah)		Under control	Volunteers are maintaining the site.
Sim's Island		Present	Surveyed 2023; discussed with landowners 2025
Springer Brook Road ditch	<b>S</b>	Present	Recent ditch work.needs work
Squirrel Town Rd shoreline	<b>C</b>	Under control	Sprayed; small amount along water still present
Turtle Lake south		Present	Surveyed 2016. Extensive patches and no public access; control probably impossible without machinery and long-term plan.
<b>Billings</b>			
East side Trudeau Point (Hideaway Cove North)	<b>C</b>	Present	Water access only; large patch mostly on dry ground
Hideaway Lodge	<b>C</b>	Under control	Spading; could be sprayed
Grandor Rd & Windjammer Rd	<b>C</b>	Under control	Follow up spraying on the few remaining stems
Maple Point Road		Eradicated	Volunteers are watching the site.

Mud Creek Road*	<b>C</b>	Under control	Sprayed
Newburn Road ditches / wetland*		Eradicated?	Volunteer is watching site
<b>Burpee-Mills</b>			
Campbell Bay		Under control	Volunteers are maintaining the site.
Campbell Road ditch		Present	Could be sprayed
East of Portage Bay*		Eradicated	Adjacent landowners are watching the site.
Portage Bay – Eastern*	<b>S</b>	Eradicated	Adjacent landowners are watching the site.
Portage Bay – Western*		Eradicated	<i>Phrag Watcher needed to check on site.</i>
Lake Wolsey Causeway S		Eradicated	<i>Phrag Watcher needed to check on site.</i>
Lake Wolsey Sucker Creek mouth	<b>C</b>	Partially under control	Major patch sprayed; the rest needs survey and work plan
Mac's Bay*		Under control	Adjacent landowners are maintaining the site.
Marsh Lake		Present	Assessed 2021. Large patches, restricted access. May be American race. Needs genotyping.
Misery Bay*		Under control	
Murphy Harbour*		Under control	Adjacent landowners are watching the site.
Ned Island, bay and shoreline		Present	Surveyed in 2022; large patches; boat access.
Tasker Shoreline East*		Eradicated	Adjacent landowners are watching the site.
Twilight Isle Marsh	<b>C</b>	Under control	Spaded; neither wet nor dry
<b>Central Manitoulin</b>			
Dean Bay*		Eradicated	<i>Phrag Watcher needed to check site.</i>
Dominion Bay*	<b>C</b>	Under control	7 remaining stems dug up. Landowners watching site.
Hwy 542 ditch W of Gilchrist SR		Present	Partially sprayed by MTO in 2022 but a lot not killed
Hughson Bay		Eradicated	Adjacent landowners are watching the site.
Ketchankookem Trail ditch	<b>C</b>	Under control	Sprayed at late date. May need follow up.
Lake Huron Dr & 14th Conc. Rd		Eradicated	Landowner is watching the site
Lake Huron Dr. ditches		Under control	Landowner is watching the site
Lake Manitou at Reggie Lane		Present	Needs survey and landowner contact.
Lake Manitou Bell Bay		Present	Genotyped; came back as American race
Lake Manitou Ben's Bay		Present	Genotyped; came back as American race
Lake Manitou Moody Bay		Present	Genotyped; came back as American race
Mindemoya water treatment plant	<b>S</b>	Under control	
Lake Mindemoya Hwy 551 rest area	<b>C</b>	Under control	Major patch sprayed; muddy area still needs work. Volunteer is maintaining the site.
Lonely Bay*		Eradicated	Landowner is watching site
Lougheed's Bay*		Eradicated	<i>Phrag Watcher needed to check site.</i>
Mud Lake Fen		Under control	<i>A few Phrag Watchers needed for occasional maintenance in large natural habitat.</i>
Providence Bay*	<b>S</b>	Eradicated	Volunteer needed to watch this site.
East of Providence Bay		Eradicated	<i>Phrag Watcher needed to check site.</i>
Rathburn Bay		Present	Reported to us in 2020; needs survey
Rockville Road near Lucar Pt Rd	<b>S</b>	Present	Ditch. Needs work
The Sand Lakes		Under control	Landowner is maintaining the site
Silver Bay Road ditch		Eradicated	Volunteer is watching the site.
Square Bay*		Eradicated	<i>Phrag Watcher needed to check on site.</i>
East of Timber Bay		Eradicated	Adjacent landowners are watching the site.
<b>Cockburn Island</b>			
Note: Project staff have not worked on Cockburn Island since 2019, but volunteers continue to check sites.			
Weatherbee Bay		Eradicated	Volunteers watching site
SW side of point S of Weatherbee Bay		Eradicated	Volunteers watching site

Sand Bay*		Eradicated	Volunteers watching site
Sand Lake		Under control	<i>Phrag Watcher needed to maintain site.</i>
Doc Hewson Bay*		Under control	NCC managing site.
Lakeshore Road (14th) shoreline		Eradicated	NCC managing site.
Mud Bay, Cockburn Island		Under control	NCC managing site.
Cranberry Bog		Present	NCC managing site.
Crossover Road ditches		Under control	NCC managing site.
Pitman Point wetland		Present	NCC managing site.
Ricketts Harbour*		Eradicated	NCC managing site.
Robb Lake			NCC managing site.
Robinson Bay		Eradicated	<i>Phrag Watcher needed to check site.</i>
Tolsmaville hydro corridor		Under control	<i>Phrag Watcher needed to maintain site.</i>
Tolsmaville: Otter Bay		Eradicated	Volunteers are watching the site
Wagosh Lake		Present	NCC managing site.
Little Wagosh Lake		Present	NCC managing site.
Wagosh North Fen		Present	NCC managing site.
Wagosh Bay*		Eradicated	NCC managing site.
9th Conc. ditches		Eradicated	Volunteers watching site
10th Side Road ditch		Eradicated	Volunteers watching site
12th Conc. ditch west of airstrip		Eradicated	Volunteers watching site
<b>Dawson</b>			
East Belanger Bay*	<b>S</b>	Present	Surveyed by Ontario Parks in 2025; needs work
West Belanger Bay*		Under control	Needs checking.
Maple Lake		Under control	NCC managing site.
Twin Lakes*		Present	Surveyed by Ontario Parks; mostly American race. Remote location; Ontario Parks managing site.
Vidal Bay		Under control	NCC managing site.
<b>Gordon-Barrie Island</b>			
10th Line ditches*	<b>C</b>	Under Control	Sprayed. Volunteer is watching site.
Barrie Island inland at Goose Cap Crescent		Present	Large patch, inland, private property. Needs work.
Barrie Island south shore L17 Con 2?		Present	Needs work; needs landowner contact
Campbell Bay at end of Conc. 4		Eradicated	
Comfort Cove	<b>S</b>	Eradicated	
Julia Bay	<b>C</b>	Under Control	Volunteers maintain causeway, swim beach, eastern side needs maintenance; some of western shore needs work
Ice Lake Causeway*		Under control	Sprayed by MTO.
Lake Wolsey Causeway N	<b>S</b>	Under control	A few stems; <i>Phrag Watcher needed to check site.</i>
Lake Wolsey Causeway S		Eradicated	<i>Phrag Watcher needed to check site.</i>
Lake Wolsey northern shoreline	<b>C</b>	Partially under control	70 hectares. All of area has now been worked at least once.
Rozell's Bay/Bayfield Sound		Partially under control	Major site. Needs work
Salmon Bay off Whitetail Dr.*		Under control	<i>Phrag Watcher needed to maintain site.</i>
Sturgeon Bay*		Partially under control	Several patches in very shallow water and on land.
<b>Town of Gore Bay</b>			
Manitoulin Golf Course		Present	Needs to be checked.
Stream course on 540B east of Wright St.	<b>C</b>	Under control	Sprayed

<b>M'Chigeeng First Nation</b>			
Highway 540 roadside west of M.S.S.		Present	Not sprayed by MTO because they do not manage the American race. Needs genotyping.
Highway 551 pedestrian trail		Present	On land; Waiting for MFN approval for spraying
Lagoon outflow, north of M.S.S.		Present	Large on-land patches; needs survey.
Lake Mindemoya off Lakeshore Rd	<b>C</b>	Present	Dry cut to prevent spread during use of area. Needs work.
<b>Northeastern Manitoulin and Islands</b>			
Bass Lake on Town Line Road	<b>S</b>	Present	Spraying in 2022 approved but not done. <i>Phrag Watcher needed to maintain site.</i>
Freer Point western shoreline *		Present	Boat access. Needs work.
Highway 6 across Great Cloche Island*		Present	Extensive patches; control promised in 2022 construction zone but no actions done.
Highway 6 Ferguson's Hill		Eradicated	
Honora shoreline (Freer Point to M'Chigeeng)	<b>C</b>	Under control	Could be sprayed. Landowners are maintaining some areas. <i>Additional Phrag Watchers needed.</i>
Ironside Road, Sheguiandah		Under control	A few stems on remain on private property
Little Cloche Island at Dinner Point Depot		Present	Reported with photo. Needs survey.
Little Current / Harbour View at beacon	<b>C</b>	Present	3rd year of control done. Will need follow up <i>Phrag Watcher needed to maintain part of site.</i>
Little Current Waterdrome		Present	Surveyed 2021. Needs to be checked
Low Island	<b>S</b>	Under control	A few stems still present. <i>Phrag Watcher needed to maintain site.</i>
NEMI's Rd ditch	<b>C</b>	Under control	Sprayed
Rockville Road - Lucar Pt Rd ditch	<b>S</b>	Present	Spraying planned but ditch too wet
Sheguiandah Bay south	<b>C</b>	Under control	On land areas sprayed; cutting in water. Will need minor touch up in 2026.
Sheguiandah Sydenham Street	<b>C</b>	Present	Prepped for spraying but not sprayed
Strawberry Channel: White's Point to Sheguiandah FN	<b>C</b>	Under control/ Present	One area needs major work, the rest under control Landowners maintaining some areas. <i>Phrag Watchers needed.</i>
Trotter's Side Road beside Rolston Quarry		Present	On private property. Landowner contact needed.
Turtle Lake North		Present	Surveyed 2016. Large patches; no public access.
Strawberry Island W shoreline*		Present	Ontario Parks managing site.
Ten Mile Point Road ditch		Eradicated	<i>Phrag Watcher needed to check site.</i>
White's Point*		Under control	Landowners are maintaining the site. Reported under power line.
Horseshoe Bay, Great Duck Is.*		Eradicated	Not checked recently. <i>Phrag Watcher needed to check site.</i>
Old harbour, Great Duck Island		Present	Reported to us; needs survey
<b>Robinson</b>			
Beaver Meadows*		Present	Large patches; difficult access. American race. NCC and Ontario Parks manage sites.
E of Black (Green) Point*		Eradicated	<i>Phrag Watcher needed to check site.</i>
Burnt Island Bay	<b>C</b>	Under control	Follow up spraying done
Burnt Island Harbour east	<b>C</b>	Under control	Follow up spraying done
Carroll Wood Bay*	<b>S</b>	Eradicated/ Under control	Eastern area clear; dune area needs to be checked. <i>Phrag Watcher needed to maintain site.</i>
Christina Bay*	<b>S</b>	Under control	A few stems present. <i>Phrag Watcher needed to maintain site.</i>
Cooks Dock		Present?	Needs survey; seen with binoculars
West of Cooks Dock		Present	Needs work; difficult access.

Falls Lake and Young Lake		Present?	Reported to us. Needs survey.
Fisher Bay*	<b>S</b>	Present	Eradicated from beach; small patch in creek mouth
Ivan Point*	<b>S</b>	Under control	A few stems present. <i>Phrag Watcher needed to maintain site.</i>
Maple Lake		Present	NCC is managing the site.
Misery Bay W of Ironside Beach*		Eradicated	<i>Phrag Watcher needed to check site.</i>
Misery Bay western alvar area		Eradicated?	Ontario Parks manages site
Portage Point*	<b>C</b>	Under control	Southern shoreline sprayed; will need follow up in 2026; northern area under control
Sand (Hensley) Bay*	<b>C</b>	Under control	Needs to be checked. <i>Phrag Watcher needed to maintain site.</i>
Highway 540 Silver Water ditch		Under control	Sprayed by MTO in 2022. Still present.
Vidal Bay	<b>C</b>	Under control	NCC manages site.
<b>Sheguiandah First Nation</b>			
Highway 6 south of Ogimaa Miikan corner		Present	Sprayed by MTO 2022
Pow-wow Grounds (part of Sheg Bay site listed in NEMI)		Under control	<i>Phrag Watcher needed to maintain site.</i>
Ogimaa Miikan and other roadside ditches in community		Present	Could be sprayed; needs discussion in community.
<b>Sheshegwaning First Nation</b>			
Morrisville Beach	<b>C</b>	Under control	Site is being maintained by the community
Zhiibaahaasing Road ditches		Under control	Follow up needed?
<b>Tehkummah</b>			
Frood Harbour*		Eradicated	Phrag Watchers are watching site.
South of Lakeshore Road on private property	<b>C</b>	Under control	Sprayed. Will need follow up in 2026.
Lakeshore Road North		Under control	Ditch sprayed in 2021; still present on private property.
McKim Bay	<b>S</b>	Eradicated	Phrag Watcher is watching site.
Michael's Bay Manitou R. to Blue Jay Cr.*	<b>C</b>	Under control	Sprayed. Phrag Watchers are maintaining the site. Patch present in inland fen.
Michael's Bay south of Blue Jay Creek*	<b>C</b>	Under control	Sprayed; a few stems still remain.
Rogers Creek mouth and interior wetlands* (partly in Assiginack)		Under control	Volunteers are maintaining the site.
Royal Michael's Bay area		Eradicated	Site has been altered
South Baymouth sewage lagoon	<b>C</b>	Present	Large patch on quad trail south of lagoons. Prepped for spraying but not sprayed.
<b>Wiikwemkoong Unceded Territory</b>			
Ambulance base corner		Present	Large patch in ditch
Beach Road*	<b>M</b>	Under Control	<i>Phrag Watcher needed to maintain 2 small areas.</i>
Big Burnt Island; south shore		Present	At least three large patches; boat access only
Buzwah savannahs above 2 O'clock*		Present	Remote area needs several days of work; requires ATV to access
Cape Smith Georgian Bay and Wiky Bay shorelines		Present	Needs survey
Jacko Bay*		Present	Very large area with multiple patches in water and on land. Requires detailed work plan.
Kaboni Beach*	<b>M</b>	Under control	On land patches. <i>Phrag Watcher needed to maintain site.</i>
Kaboni gravel pit	<b>S</b>	Present	Several patches ranging small to medium size
Kaboni Rd, South Bay Rd* & Wiky Way ditches		Present	Dry land patches; needs coordination with Public Works
King's Bay Rd ditch		Under Control	One small on-land patch <i>Phrag Watcher needed to maintain site</i>

Manitowaning Bay N of end of Eshkibok Rd trail		Present	Not started yet; access needs to be figured out.
M'nishensing*		Eradicated	<i>Phrag Watcher needed to monitor site.</i>
Pow Wow grounds, Thunderbird Park		Present	On land patches require work.
Prairie Point*	<b>M</b>	Partially under control	On-land patches still require work. <i>Phrag Watcher needed to maintain site.</i>
Rabbit Island beach*		Present	Large area & difficult access; control started with ¼ of patch cut
Small bays south of Prairie Point		Present	Numerous small patches and a few large ones; boat access only
South Bay: Head of bay: Clover Valley to Pheasant's Creek*	<b>C&amp;M</b>	Partially under control	Needs major on-land control work
South Bay Road at Pheasant's Creek*		Under control	One on-land patch still present at south side. <i>Phrag Watcher needed to maintain site.</i>
South Bay at the Narrows		Under control	Volunteer maintaining site.
South Bay Community Centre shore		Under control	A few stems only. <i>Phrag Watcher needed to maintain site.</i>
Tamarack Harbour*	<b>S</b>	Eradicated	<i>Phrag Watcher needed to monitor shoreline.</i>
Thomas Bay*		Eradicated	<i>Phrag Watcher needed to monitor site.</i>
Little Thomas Bay*	<b>M</b>	Partially under control	In water area at west side maintained. Large site with big patches both in water and on land.
Water Treatment Plant (marina)		Present	On-land patch in high-traffic area. Needs coordination with Public Works
Whiskey Harbour		Present	Needs work
Whiskey Harbour Rd and marsh		Present	Needs work
Wiky (Smith) Bay mouth of Mebine Creek to water treatment plant		Partially under control	Other than water plant, shoreline is under control from marina to "School" Creek. Rest of area needs machinery and long-term management plan

March 19, 2025

The Honourable Sylvia Jones  
Deputy Premier and Minister of Health  
5th Floor, 777 Bay Street  
Toronto, Ontario M7A 2J3  
SENT BY EMAIL: [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)

## **Planned Closure of the LifeLabs Laboratory in Greater Sudbury and Impacts on Northern Ontario**

Dear Minister Jones,

At a time when the Province is looking to Northern Ontario to drive economic growth, create jobs, and support critical industries, it is essential that our region's workforce and residents have reliable access to responsive and dependable health services.

For this reason, I am writing to express serious concern about LifeLabs' planned closure of its **Greater Sudbury laboratory this spring**, which would centralize Northern Ontario testing in southern Ontario.

The Sudbury laboratory processes specimens from across Northern Ontario, including Sault Ste. Marie, North Bay, Manitoulin Island, and rural communities along Highway 11. Chronically ill patients, newborns, long-term care residents, and individuals on time-sensitive medications depend on predictable turnaround times to guide clinical decisions. Transporting specimens hundreds of kilometres south introduces avoidable delays and new risks—particularly given frequent highway closures during Northern Ontario winters.

Beyond patient care, the closure weakens Northern Ontario's already strained health workforce. It reduces local employment, disrupts student placements and training pipelines, and undermines long-term recruitment and retention of medical laboratory professionals in the North.

At the same time, municipalities and health partners on Manitoulin Island have raised a constructive alternative: with appropriate provincial funding, **Manitoulin Health Centre** could expand in-house laboratory capacity to serve additional Island communities. This approach would strengthen public health infrastructure, reduce reliance on private providers, create local jobs, and improve service resilience—while acknowledging that until such capacity is in place, the Sudbury LifeLabs facility remains essential.

Minister, we respectfully urge the Ministry of Health to:

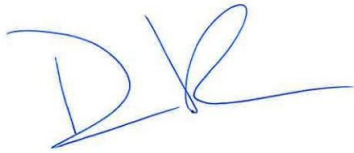
- Work with LifeLabs to **maintain essential laboratory processing capacity in Northern Ontario**, including in Greater Sudbury;
- Ensure **medically appropriate and reliable turnaround times** for Northern patients;

- Protect existing laboratory jobs and the **future workforce pipeline**;
- Explore and support **public-sector laboratory alternatives**, including adequate funding for hospitals willing to expand local testing capacity.

The planned closure of the Sudbury laboratory poses a serious risk to patient care, workforce stability, and regional health system resilience. We ask that the Ministry take immediate steps to address these concerns and clarify how Northern Ontarians will be protected.

Thank you for your attention to this matter. I would welcome the opportunity to discuss this issue further at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Plourde', with a long horizontal line extending from the end of the signature.

Dave Plourde  
President



January 15<sup>th</sup> 2026

Dear Municipalities of NEMI, Central Manitoulin, Assiginack, Tehkummah, Gore Bay and Billings,

We are looking forward to serving Manitoulin with our updated Way-finding trailheads found in 8 locations that now also feature 14 hiking trails in spring of 2026.

Please accept MICA's invitation to the newly build Euro style NorthChannel Bike Park's Grand Opening planned for 13 June 2026.

We would like to thank you for believing in the Island-wide micro mobility e-bike share system in spring of 2019 which was installed in your respective communities in September of 2022.

MICA and our partners worked diligently in 2023 and 2024 to overcome App connectivity and compatibility, regretfully resulting in the system not being usable. We are all aware how great this system could have served us Island-wide.

**For your Information:**

In spring of 2026 MICA will work with your respective staff that we cc'ed to safely decommission and remove the charging stations located in your Municipalities.

We truly hope that you will be able to plan some good use for the outdoor electrical, perhaps using this opportunity in some innovative way to serve our residents and visitors needs.

Sincerely grateful

Maja Mielonen  
MICA President

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW #2026-01**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF ASSIGINACK TO  
ENTER INTO AN AGREEMENT WITH DEAN AND FRANCES BANGER  
FOR THE USE OF UNOPENED ROAD ALLOWANCE**

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

**AND WHEREAS** Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

**AND WHEREAS** the Council of the Corporation of the Township of Assiginack desires to execute an agreement for the use of unopened road allowance with Daniel and Catherine Robinson;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

1. THAT we enter into this agreement (Schedule "A" as attached) with Dean and Frances Banger for the use of an unopened road allowance for the purpose of gaining access to the owner's land.
2. THAT this by-law shall come into force and take effect upon third and final reading.

Read a First, Second, and Third time and finally passed this 17<sup>th</sup> day of February 2026.

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Mayor: Brenda Reid

SEAL

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Clerk: Stasia Carr

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 2026-02**

**BEING A BY-LAW TO ADOPT A STREETLIGHT BANNER POLICY FOR  
THE TOWNSHIP**

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to: a) enable municipalities to govern their affairs as they consider appropriate; and b) enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of the Corporation of the Township of Assiginack recognizes the importance of providing accessible, transparent, and fair procedures for the submission, investigation, and resolution of customer feedback from members of the public;

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

1. THAT By-law 2025-06 shall be called the “Streetlight Banner Policy By-law;
2. Council adopts the Streetlight Banner Policy as presented and attached hereto as Appendix “A” and forming part of this by-law;
3. THAT any other by-law of this nature is hereby appealed;
4. THAT this by-law shall be enacted and come into effect on its day of passing;

Read a First, Second, and Third time and finally passed this 17<sup>th</sup> day of February 2026.

---

Mayor: Brenda Reid

SEAL

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Clerk: Stasia Carr

## Appendix "A"

### **Purpose:**

The purpose of this policy is to outline a procedure to allow for the Township of Assiginack to manage the installation, maintenance, removal, and storage of seasonal and community streetlight banners on poles and other infrastructure.

The policy provides a fair, consistent process for local organizations wishing to display approved banners within the Township.

### **Scope:**

This policy applies to the design, approval, installation, maintenance and removal of streetlight banners placed on street poles in the Township.

Approximately 24 banner locations exist in the Manitowaning.

### Policy Statement

#### 1) General

a) Seasonal streetlight banners will normally be installed each year in Manitowaning as follows. Dates are approximate and may vary based on weather or operational priorities: with the following timelines:

- Spring Banners – Installed by mid-March and removed by mid-May
- Summer Banners – Installed by mid-May and removed by mid-September
- Fall Banners - Installed by mid-September and removed at the end of October
- Veteran Banners – Installed by end of October and removed by November 12<sup>th</sup>
- Winter Banners – Installed by November 12 and removed by mid-March

b) Streetlight Banner installations may be permitted for the promotion of civic, charitable, or community oriented events that benefit the community at large, affiliated community groups, registered charities or other similar not-for-profit organizations.

c) Township seasonal banners take priority over all other external requests.

#### 2) Principles

a) Streetlight Banner designs should reflect the community or nature of the event and be consistent with the Township's streetscape.

b) Streetlight Banners must enhance, not detract from the appearance of the community and surrounding natural environment.

#### 3) Streetlight Banner Permit Applications

- a) Streetlight Banner permits allow for organizations to promote events or occasions that have a direct substantial civic benefit or provide aesthetic improvement to the streetscape. The event or occasion should:
  - Be specific in nature that most of the population would be able to participate in or be of general interest to most of the community
  - Benefit locally based non-profit organizations
  - Not be political, religious, commercial or profit driven
- b) Applications must be submitted 8 weeks prior to the desired installation date.
- c) Applications will be reviewed on a first-come, first-served basis, subject to availability and operational capacity. Priority is not given to previous applicants.
- d) A colour drawing or electronic file (PDF or JPEG) of the proposed banner must be submitted with the application.
- e) If approved, banners must be supplied by the applicant and delivered to the Public Works Department at least 2 weeks prior to installation.
- f) Banner content must relate only to the event. Sponsor names are permitted only if included in the official event name.
- g) The Township may reject any application that does not comply with municipal policies or values, or which promotes racism, discrimination, violence, hatred, political views, religious messages, or illegal behaviour.
- h) The approval of a banner does not constitute endorsement by the Township or its employees.
- i) Banners must meet the design standards outlined in Schedule A.
- j) The applicant is responsible for all banner costs, including hardware, installation, and removal fees where applicable. Ownership and care remain with the applicant.
- k) Payment must be received 30 days prior to installation.
- l) The Township is not responsible for lost, stolen, or damaged banners.
- m) The applicant is responsible for maintaining banners, including replacing those damaged by wind or weather, or those that fade or deteriorate prematurely.
- n) After removal, applicants must collect banners from the Public Works building within 2 weeks. Banners not collected within 30 days may be disposed of.
- o) Streetlight Banner Installation and Removal
- p) The Public Works Superintendent (or designate) will receive banners and is responsible for installation and removal.
- q) Work will take place during off-peak hours in the business section of Manitowaning.
- r) The Township is not responsible for damage occurring during installation or removal. The applicant shall indemnify the Township from any liability.
- s) The Township may remove banners early without notice due to unsafe weather, high winds, emergencies, or other operational requirements.
- t) Reserved for future use.

## Schedule A – Design Guidelines

These guidelines support clarity and visibility. All designs must be approved by the Township prior to production.

### Materials

Materials must be durable and suitable for outdoor use. Acceptable examples include:

- 200 Denier Nylon
- Vinyl or equivalent durable fabrics

### Colours

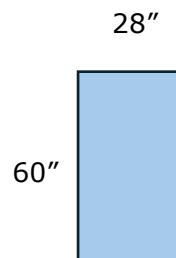
Colours should be clear, contrasting, and visible from a distance. Designs should remain legible under varying lighting conditions.

### Graphics and Content

- Graphics and text should communicate the event clearly and simply.
- Minimize the number of images and text blocks.
- Text must be large enough to read from a distance (minimum 3-inch lettering).
- Commercial advertising is not permitted except where a sponsor's name forms part of the official event name.
- Sponsor/event name may occupy no more than  $\frac{1}{4}$  of each face of the banner.
- All content is subject to review and approval.

### Streetlight Banner Dimensions

Standard size: 28 inches wide x 60 inches tall.



**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 2026-03**

**BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN  
AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
ASSIGINACK AND THE MINISTRY OF TRANSPORTATION FOR THE  
POTHOLE PREVENTION AND REPAIR PROGRAM FOR THE  
TOWNSHIP**

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to: a) enable municipalities to govern their affairs as they consider appropriate; and b) enhance their ability to respond to municipal issues;

**AND WHEREAS** Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that municipal power shall be exercised by by-law;

**AND WHEREAS** the Council of the Corporation of the Township of Assiginack deems it beneficial to the community to enter into this agreement;

**NOW THEREFORE THAT** the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute an agreement between the Corporation of the Township of Assiginack and the Ministry of His Majesty the King in right of Ontario as represented by Honorable Minister of Transportation, attached hereto as Schedule "A".
2. THAT this by-law shall come into full force and effect on the date of final passage hereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a First, Second, and Third time and finally passed this 17<sup>th</sup> day of February 2026.

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Mayor: Brenda Reid

---

Clerk: Stasia Carr

SEAL



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

**THE AGREEMENT** is effective as of the 30<sup>th</sup> day of January 2026.

**BETWEEN:**

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

- and -

**CORPORATION OF THE  
TOWNSHIP OF ASSIGINACK  
  
(the “Recipient”)**

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

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

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

**1.0 ENTIRE AGREEMENT**

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

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information

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

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

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

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

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

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

**- SIGNATURE PAGE FOLLOWS -**

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

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

Date

Name: Prabmeet Sarkaria

Title: Minister

**CORPORATION OF THE  
TOWNSHIP OF ASSIGINACK**

Date

Name: Deb MacDonald

Title: Treasurer

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

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

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

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

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

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

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

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

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

**Ontario Provincial Standard Specifications, Construction**

OPSS PROV 127

OPSS MUNI 301

OPSS MUNI 303

OPSS MUNI 304

OPSS MUNI 310

OPSS MUNI 336

OPSS MUNI 337

OPSS MUNI 341

OPSS MUNI 369

**A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

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

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

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

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

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

### **A3.0 TERM OF THE AGREEMENT**

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

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

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

attached to the Agreement as Schedule “E” ; and

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

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

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

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

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

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

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

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

interest.

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

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

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

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

**A6.0 CONFLICT OF INTEREST**

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

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

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

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

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

prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

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

**A7.2 Preparation and Submission.** The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

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

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

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

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

**A10.2 Proof of Insurance.** The Recipient will:

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

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

## **A11.0 TERMINATION ON NOTICE**

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

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

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

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

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

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

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

- (d) the Recipient ceases to operate.

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

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

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

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

**A12.4 Recipient not 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 maximum funds set out in Schedule B.” , the Province may take one or both of the following actions:

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

### **A14.0 FUNDS UPON EXPIRY**

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

### **A15.0 DEBT DUE AND PAYMENT**

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

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

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

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

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

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

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

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

**A16.0 NOTICE**

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

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

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

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

the Notice is delivered.

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

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

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

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

## **A18.0 SEVERABILITY OF PROVISIONS**

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

## **A19.0 WAIVER**

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

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

## **A20.0 INDEPENDENT PARTIES**

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

actions that could establish or imply such a relationship.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

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

#### **A22.0 GOVERNING LAW**

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

#### **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

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

#### **A24.0 JOINT AND SEVERAL LIABILITY**

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

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

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

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 Other Agreements.** If the Recipient:

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

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

## **A27.0 SURVIVAL**

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

## **A28.0 ELECTRONIC SIGNATURE**

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

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

**END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	\$38,000
<b>Program Title</b>	Pothole Prevention and Repair Program
<b>Expiry Date</b>	June 30, 2026
<b>Insurance</b>	\$ 5,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p>Position: James Flanders, Team Lead, Special Highway Operations Initiatives Highway Operations Management Branch, Operations Division</p> <p>Address: 2<sup>nd</sup> Floor 301 St. Paul Street St. Catharines, Ontario L2R 7R4</p> <p>Email: PPRP@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
<b>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</b>	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT DESCRIPTION AND TIMELINES**

### **C1.0 PROJECT DESCRIPTION**

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

### **C1.2 Pothole Prevention Strategies**

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

### **C1.3 Pothole Repair Strategies**

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

### **C1.4 Other**

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

## **C2.0 PROJECT TIMELINES**

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

## **SCHEDULE “D”**

### **ELIGIBLE AND INELIGIBLE EXPENDITURES**

#### **D1.0 ELIGIBLE EXPENDITURES**

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

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

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

#### **D2.0 INELIGIBLE EXPENDITURES**

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

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

**SCHEDULE “E”  
PAYMENT PLAN**

<b>Project Milestones</b>	<b>Required Reports/ Documents</b>	<b>Date</b>	<b>Payment</b>
<b># 1 TPA Dually Executed</b>		January 30, 2026 to February 27, 2026	100% of Maximum Funds
<b># 2 Compliance Reporting</b>	<ul style="list-style-type: none"> <li>• As per F1.1</li> </ul>	January 30, 2026	
<b># 3 Final Reporting</b>	<ul style="list-style-type: none"> <li>• As per F2.1</li> </ul>	April 17, 2026	

## **SCHEDULE “F” REPORTING AND COMPLIANCE AUDIT**

### **F1.0 DEFINITION**

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

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

### **F2.0 REPORTS, DOCUMENTS AND SUBMISSION DATES**

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

### **F3.0 COMPLIANCE AUDIT**

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

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

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

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

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

## **SUB SCHEDULE “F1” PROJECT REPORTS**

### **F1.0. COMPLIANCE REPORT**

**F1.1.** The Recipient shall submit the following to the Province by January 30<sup>th</sup>, 2026:

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

### **F1.2.0 FINAL REPORT**

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

The final report will include the following:

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

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