



CORPORATION OF THE TOWNSHIP OF TEHKUMMAH

Council Meeting Agenda
Thursday, August 28, 2025
6:00 P.M.

1. Call to Order
2. Traditional Land Acknowledgement
3. Recital of the Municipal Mission and Vision Statements
4. Approval of Agenda
Resolution No.: 2025-161
Moved by _____ and seconded by _____
BE IT RESOLVED THAT section 6 Agenda of Bylaw 2019-011, being the Procedure Bylaw, be hereby suspended and the agenda of the Regular Meeting of Tuesday August 12, 2025, be adopted as prepared and circulated by E4m.
5. Declarations of Disqualifying Interest (Pecuniary)
6. Mayor's Address - None
7. Approval of the Minutes of the Most Recent Meeting(s)
 - a. Special Meetings July 10 and 15, 2025
Resolution No.: 2025-162
Moved by _____ and seconded by _____
BE IT RESOLVED THAT the minutes of the Special Meetings of Thursday July 10 and Tuesday July 15, 2025, be adopted as circulated.
8. Delegations/Presentations - None
9. Council Direction From the Previous Meeting
 - a. Patrol Yard/Sand Dome Lease
10. Legislative Matters
 - a. Council Working Session (Council will convene to discuss and develop certain municipal policies/programs) – items for this session will be circulated at the meeting
 - i. Procedure Bylaw
 - ii. Hiring Policy
 - iii. Levels of Service Bylaw
 - b. Consent Agenda (includes items of correspondence not requiring administrative reports/action, committee reports not requiring any action by Council – matters that are for information purposes only).
(No Items for the Consent Agenda)



- c. Resolution/Bylaws
 - i. Resolution to Set a Special Meeting
Resolution No.: 2025-163
Moved by _____ and seconded by _____
BE IT RESOLVED THAT a Special Meeting will be held on August 21, 2025, to consider the 2025 municipal budget.
- d. Public Hearings: Planning/Zoning Matters (None)
- e. Committee/Local Board Reports (None)

11. Administrative Matters

- a. New Business/Reports from Officers/Employees on Various Issues (including reports from departments which require Council approval)
 - i. **Correspondence Related from A. Bowerman re: Community Meeting Summary**
Resolution No.: 2025-164
Moved by _____ and seconded by _____
BE IT RESOLVED THAT Council receives the correspondence from A. Bowerman summarizing the concerns raised during a public meeting and directs that E4m prepare a response.
 - ii. **Fire Chief's Report**
Resolution No.: 2025-165
Moved by _____ and seconded by _____
BE IT RESOLVED THAT the Fire Chief's Report be received.
 - iii. **Road Superintendent's Report - Concession 2 Bridge**
Resolution No.: 2025-166
Moved by _____ and seconded by _____
BE IT RESOLVED THAT the Concession 2 Bridge reconstruction be added as a capital item in the 2025 budget and be further considered during budget deliberations.
- b. Financial Update/Statement/Quarterly Variance Report (None)
- c. Update on Capital Projects (None)

12. Leadership Issues

- a. Update to Strategic Plan (None)
- b. Five-Year Financial Plan (including Asset Management Plan) (None)
- c. New Policy (None)
- d. Notice of Motion (None)

13. Closed Session

Resolution No.: 2025-167

Moved by _____ and seconded by _____

BE IT RESOLVED Council for the Corporation of the Townships of Tehkummah does now move into Closed Session at _____ Pursuant to section 239(2) (b) personal matters about an identifiable individual,

d) labour relations or employee negotiations, (f) advice that is subject to solicitor-client privilege, including communications for that purpose, and (k) a position, plan, procedure, criteria or instruction to be applied



to any negotiations
carried on or to be carried on by or on behalf of the municipality or local board. to consider:
i. HR Matters related to employee performance and employment contracts with municipal employees

Return to Open Session

Resolution No.: 2025-168

Moved by _____ and seconded by _____

BE IT RESOLVED Council does now return to Open Session at _____ and reports that

14. Confirmation of Proceedings

a. Confirmatory Bylaw

2025-18

Resolution No.: 2025-

169

Moved by _____ and seconded by _____

BE IT RESOLVED THAT By-Law 2025-18 being a bylaw to confirm proceedings of Council at their Meeting of August 12, 2025, be read and adopted.

15. Adjournment

Note: Alternate formats and communication supports are available upon request.



THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Thursday, July 10, 2025

SPECIAL IN-PERSON COUNCIL MEETING MINUTES

PRESENT: Mayor John Deforge
Deputy Mayor Steve Wood
Councillor Perry Chatwell
Councillor Lorie Leeson
Councillor Mike McKenzie
Acting Clerk / Administrator Barbara Grigg
Peggy Young-Lovelace Consultant E4M
Roads Superintendent Andrew Wood
Administrative Assistant Dara Mussar
Assistant Susan Hart
Finance Assistant Faith Sicard

1. MEETING DECLARED OPEN

MOTION: 2025-141
Moved by: Steve Wood

Seconded by: Mike McKenzie

WHEREAS there is a quorum of Council present:

BE IT RESOLVED THAT this Special In-Person Meeting of Council be opened for business at 6:01 p.m. with the Mayor presiding as Chair.

CARRIED

2. PRAYER

3. APPROVAL OF AGENDA

MOTION: 2025-142
Moved by: Perry Chatwell

Seconded by: Lorie Leeson

WHEREAS Council has been provided the Agenda for the Special In-Person Council meeting of July 10, 2025;

BE IT RESOLVED THAT the Agenda for this meeting be approved.

CARRIED

4. DECLARATIONS OF PECUNIARY INTEREST – Steve Wood re gravel tenders, he works for Mike Varey. Lorie Leeson re hiring of Marina Attendant, grandson was an applicant.

5. DELEGATIONS/GUESTS - none

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Thursday, July 10, 2025

6. CLOSED SESSION

MOTION: 2025-143

Moved by: Mike McKenzie

Seconded by: Perry Chatwell

BE IT RESOLVED that Council move into closed session under Section 239 ____ (2) ____ of the Municipal Act at __ 6:02 ____ pm for the following reason(s):

Under Section 239 (2)

A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(b) personal matters about an identifiable individual, including municipal or local board employees;

(d) labour relations or employee negotiations;

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

To consider/receive advice on:

- i. Meeting Clerk Agreement
- ii. Clerk-Administrator Recruitment

CARRIED

7. REPORTING OUT OF CLOSED SESSION

MOTION: 2025-144

Moved by: Steve Wood

Seconded by: Mike McKenzie

BE IT RESOLVED that Council move out of closed session and report back to open session at 7:36 pm.

CARRIED

8. MOTION

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Thursday, July 10, 2025

9. REGULAR

a) Gravel Tender

MOTION: 2025-145

Moved by: Perry Chatwell

Seconded by: Lorie Leeson

WHEREAS 2 tenders have been received in response to our ad in the Manitoulin Expositor for 5000 cubic metres of Granular M Gravel;

Two tenders were received by the required time, as follows:

E. Corbiere and Sons \$18.75 per cu. metre

Mike Varey Excavating \$19.23 per cu. metre

BE IT RESOLVED THAT Council accepts the tender submission from _____
_____ at a bid cost of \$_____ plus HST per cubic metre (Granular M
Tailgate Spread), at a total of \$_____, provided it passes testing.

DEFERRED

MOTION: 2025-146

Moved by: Mike McKenzie

Seconded by: Perry Chatwell

Authorizes the purchase of 5000 cubic metres of gravel.

CARRIED

b) Patrol Yard Lease

MOTION: 2025-147

Moved by: Steve Wood

Seconded by: Lorie Leeson

WHEREAS the Township has entered into a lease # M01147 for the Patrol Yard located at 44 Hwy 542A;

AND WHEREAS the lease needs to be renewed for the term July 1, 2025 to June 30, 2030;

BE IT RESOLVED that Council wishes to renew the terms of this Lease for the 5 year term and instructs staff to enter into the lease.

DEFERRED

c) Request from Manitoulin Planning Board re Final Requisition 2025

MOTION: 2025-148

Moved by: Steve Wood

Seconded by: Mike McKenzie

WHEREAS the Manitoulin Planning Board is requesting payment of the Final Municipal Requisition (2025) amount of \$4,546.75;

BE IT RESOLVED that Council approves the payment of the Final Requisition for 2025.

CARRIED

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Thursday, July 10, 2025

d) Hiring for Marina Attendant Position and Public Works Operator

MOTION: 2025-149

Moved by: Perry Chatwell

Seconded by: Mike McKenzie

WHEREAS advertising was issued for the seasonal Marina Attendant position and interviews were held;

BE IT RESOLVED that Emily Reynolds be hired for the seasonal Marina Attendant position for this year.

CARRIED

10. CONFIRMATION BY-LAW

MOTION: 2025-150

Moved by: Steve Wood

Seconded by: Perry Chatwell

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, Chapter 24, as amended, requires a municipal Council to exercise its powers by By-law, except where otherwise required.

AND WHEREAS Council or a Committee of Council often authorizes action to be taken which does not lend itself to an individual By-law.

BE IT RESOLVED THAT BYLAW 2025-016 the Confirmatory Bylaw, be given a First, Second, Third and final reading as attached and passed as of this date.

CARRIED

16. ADJOURNMENT

MOTION: 2025-151

Moved by: Lorie Leeson

Seconded by: Perry Chatwell

WHEREAS the business of the Special In-Person Meeting of Council has concluded.

BE IT RESOLVED THAT this meeting be adjourned at 8:14 pm until the next Meeting of Council:

Special Council Budget Meeting on July 15, 2025 at 6:00 pm or at the call of the chair or a majority of Council members.

CARRIED

CHAIR: Mayor John Deforge

Acting Clerk / Administrator Barbara Grigg

In attendance:

Peggy Wood



THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Tuesday, July 15, 2025

SPECIAL COUNCIL BUDGET MEETING MINUTES

PRESENT: Mayor John Deforge
Deputy Mayor Steve Wood
Councillor Perry Chatwell
Councillor Lorie Leeson
Councillor Mike McKenzie
Acting Clerk / Administrator Barbara Grigg
Consultant, E4M, Peggy Young-Lovelace
Roads Superintendent Andrew Wood
Fire Chief Jeff Wilson
Administrative Assistant Dara Mussar
Assistant Susan Hart

1. MEETING DECLARED OPEN

MOTION: 2025-152

Moved by: Lorie Leeson

Seconded by: Perry Chatwell

WHEREAS there is a quorum of Council present:

BE IT RESOLVED THAT this Special Council Budget Meeting be opened for business at 6:04 p.m. with the Mayor presiding as Chair.

CARRIED

2. PRAYER

3. APPROVAL OF AGENDA

MOTION: 2025-153

Moved by: Mike McKenzie

Seconded by: Steve Wood

WHEREAS Council has been provided the Agenda for the Special Council Budget meeting of July 15, 2025;

BE IT RESOLVED THAT the Agenda for this meeting be approved.

CARRIED

4. DECLARATIONS OF PECUNIARY INTEREST – Steve Wood declared conflict of interest re Mike Varey Excavating payment in Cheque log.

5. SPECIAL BUSINESS

I. DELEGATIONS/GUESTS – Tim Lee, Northern Mat and Bridge, re Conc 2 and 20th Conc Bridge Replacement

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Tuesday, July 15, 2025

II. APPROVAL OF MINUTES

MOTION: 2025-154

Moved by: Steve Wood

Seconded by: Mike McKenzie

BE IT RESOLVED that Council approve the minutes, as follows:

May 13, 2025 Regular Council Meeting Minutes

May 22, 2025 Special Council Budget Meeting Minutes

June 26, 2025 Special Council Meeting Minutes

CARRIED

III. CONSENT ITEMS – Reports of Officials

a. Treasurer's Report – Cheque Log March 1 to 31, 2025; April 1 to 30, 2025; May 1 – 31, 2025

MOTION: 2025-155

Moved by: Lorie Leeson

Seconded by: Perry Chatwell

WHEREAS Council has been provided with the Treasurer's Report, as follows:

Accounts Payable: March 1 to 31, 2025 in the amount of \$185,936.80 plus Mastercard of \$1,233.40;

April 1 to January 30, 2025 in the amount of \$149,862.44; payroll of \$28,442.93; Mastercard of \$2,892.84;

May 1 to 31, 2025 in the amount of \$195,281.54 including payroll.

BE IT RESOLVED that Council confirms the Accounts Payable from March 1 to 31, 2025 in the amount of \$185,936.80 plus Mastercard of \$1,233.40; April 1 to January 30, 2025 in the amount of \$149,862.44; payroll of \$28,442.93; Mastercard of \$2,892.84; and May 1 to 31, 2025 in the amount of \$195,281.54 including payroll.

CARRIED

b. OCWA Reports

MOTION: 2025-156

Moved by: Perry Chatwell

Seconded by: Mike McKenzie

BE IT RESOLVED that the following External Reports be received, acted upon as necessary, and filed:

OCWA Reports Lab Services – May 27, June 10 & 24, July 8, 2025

- Certificate of Analysis – May 27, June 10 & 24, July 8, 2025

- Work Order Summary – April 1 – 30 & May 1 – 31, 2025

CARRIED

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH
Tuesday, July 15, 2025

IV. Volunteer for Tehkumma Township Public Library Board

MOTION: 2025-157

Moved by: Steve Wood

Seconded by: Mike McKenzie

Council hereby appoints Jane Deyell to the Tehkumma Township Public Library Board for the remainder of the term of Council.

CARRIED

V. Draft 2025 Budget – information only

MOTION: 2025-158

Moved by: Steve Wood

Seconded by: Mike McKenzie

That Council accepts E4M's proposed Option 3 for municipal support services for a period of 6 months and authorizes entering into the Service Agreement.

CARRIED

6. CONFIRMATORY BY-LAW

MOTION: 2025-159

Moved by: Perry Chatwell

Seconded by: Lorie Leeson

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, Chapter 24, as amended, requires a municipal Council to exercise its powers by By-law, except where otherwise required.

AND WHEREAS Council or a Committee of Council often authorizes action to be taken which does not lend itself to an individual By-law.

BE IT RESOLVED THAT BYLAW 2025-017 the Confirmatory Bylaw, be given a First, Second, Third and final reading as attached and passed as of this date.

CARRIED

LICENSE AGREEMENT (VACANT LAND)**THIS AGREEMENT** made in duplicate as of July 1, 2019.**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND CONSUMER
SERVICES**

(hereinafter referred to as the "Licensor")

- and -

THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH

(hereinafter referred to as the "Licensee")

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this License. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this License will be resolved in favour of the provisions contained elsewhere in this License:

(a) Address of Premises:	Tehkummah Patrol Yard, Highway 542, Tehkummah, Ontario
(b) Area of the Licensed Premises	8,830.0 square feet comprised of 976 square feet for B11895 and 7,854 square feet for B18882.
(c) License Fee:	Three Thousand, Three Hundred Fifty-Five Dollars (\$3,355.00), plus applicable Sales Taxes, per annum.
(d) Term	Five (5) years
(e) Commencement Date:	July 1, 2019
(f) Address of Licensor:	<p>Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 2L5 Attention: Vice President, Asset Management Fax: (416) 327-3942</p> <p><u>With a copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation 777 Bay Street, Suite 900 Toronto, Ontario M5G 2C8 Attention: Director, Legal Services (Real Estate and Leasing) Fax: (416) 326-2854</p> <p><u>And an additional copy to:</u></p> <p>CBRE Limited 18 King Street East, Suite 1100 Toronto, Ontario M5C 1C4 Attention: Global Workplace Solutions – Director, Lease Administration – OILC Fax: (416) 775-3989</p>
(g) Address of Licensee:	The Corporation of the Township of Tehkummah 456 Highway 542A

	Tehkummah, Ontario P0P 2C0 Attention: Acting Clerk - Administrator Fax: 705-859-2605
(h) Termination	The parties to this Agreement reserve the right to terminate at any time by providing the other party with not less than six (6) months' prior written notice of Termination without penalty, compensation, damages or bonus to the other party.

RECITALS:

- A. Her Majesty the Queen in right of Ontario is the owner in fee simple of certain lands located in the Township of Tehkummah, described as the Tehkummah Patrol Yard on Highway 542 and shown outlined on the sketch attached hereto as Schedule B (hereinafter referred to as the "Lands").
- B. Her Majesty the Queen in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation ("OILC") has the authority to execute this Licence on behalf of Her Majesty the Queen in right of Ontario, and Her Majesty the Queen in right of Ontario and OILC are and shall be bound by all the Licensor's covenants, representations and warranties as provided herein.
- C. The parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted (the "License"), to utilize the Lands for the purpose of storage for road maintenance equipment and supplies (the "Use"), subject to the terms and conditions of this License Agreement (the "Agreement").

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensor and Licensee hereto agree as follows:

DEFINITIONS:

1. As used in this Licence, the following terms shall have the following meanings:

"Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.

"Business Day" means any day on which the Government of Ontario normally conducts business.

"Environmental Contaminant(s)" means (i) any substance which, when it exists on the Lands or the water supplied to the Lands, or when it is released onto the Lands or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Lands or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).

"Environmental Laws" means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Environmental Assessment Act, R.S.O. 1990, c. E.18, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Safe Drinking Water Act, 2002, S.O. 2002, c.32, and

applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.

“Licensee” includes the successors and permitted assigns of the Licensee.

“Licensor” includes Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.

“Open Data” means data that is required to be released to the public pursuant to the Open Data Directive.

“Open Data Directive” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.

“Permittee” means any existing or contemplated tenant, subtenant, invitee, licensee, permittee, mortgagee, Licensee, security holder or other person including any competent authority.

GRANT OF LICENSE, TERM AND FEES

2. The Licensor hereby grants permission to the Licensee, on a non-exclusive basis, to use the Lands together with all facilities of ingress and egress for the purpose of the Use for a term of five (5) years commencing on July 1, 2019 and ending on June 30, 2024 (the “Term”), and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by. There will be no renewal or overholding of this License, unless agreed to by the parties in writing.
3. The Licensee hereby covenants to pay to the Licensor as a license fee, annually during the Term, the sum of Three Thousand, Three Hundred Fifty-Five Dollars (\$3,355.00), (the “License Fee”), plus all applicable taxes, payable in advance on the first day of each year of the Term.”

The Licensee shall send all License Fee payments to the following address:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable

4. This License is a completely net and carefree license to the Licensor and except as expressly set out herein, during the Term, or any extensions thereof, the Licensor is not responsible for any expense and obligation of any nature whatsoever arising from, relating to or affecting the Lands. Without limiting the generality of the foregoing, the Licensee shall be responsible for all costs, expenses and outlays of any nature or kind whatsoever relating to or affecting the Lands and the Licensee’s use thereto, save and except that expressly provided for herein as the Licensor’s obligation.
 - (a) The Licensee shall also pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, any additional taxes, grants, rates, fees or other assessments or payments in lieu thereof that the Licensor, in its sole and absolute discretion, but acting reasonably, determines represents the reasonable allocation or assessment of such charges or levies applicable to the Lands as owned by the Licensor and used by the Licensee pursuant to this Licence for the purposes stated herein and attributable to the Use.
 - (b) The Licensee shall also pay to the Licensor within thirty (30) days of the Licensor submitting an invoice, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, for any additional costs that are attributable to the Licensee’s Use and occupancy of the Lands.
 - (c) The Licensee shall be responsible for for all other costs and expense whatsoever with respect to the Licensed Premises throughout the term, including but not limited to operating costs, utilities, maintenance and repairs along with snow and garbage removal.

- (d) Currently the Licensee is exempt from Realty Taxes, should this status change the Licensee shall be responsible for all Realty Taxes associated with the Licensed Premises.
- 5. The Licensee shall pay H.S.T. on any and all payments.
- 6. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

USE OF LANDS

- 7. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor's jurisdiction and control.
- 8. The Licensee acknowledges that no representations or warranties have been made by the Licensor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and that no representation or warranty is expressed or can be implied as to title, description, fitness for purpose, quantity, condition or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the Term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof.

RIGHT TO TERMINATE

- 9. The parties to this Agreement reserve the right to terminate this Agreement at any time by providing the other party with not less than six (6) months' prior written notice of termination without penalty, compensation, damages or bonus to the other party.

LICENSEE'S COVENANTS

- 10. To pay the License Fee in accordance with the provisions of this Agreement.
- 11. Provided that the Licensee has obtained the Licensor's prior written approval, the Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence, give to the Licensor thirty (30) days prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licensor may have its representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.
- 12. The Licensee shall be solely responsible for obtaining from all Authorities all necessary permits, licenses and approvals to permit the Licensee to occupy the Lands and shall operate the Lands for the Use in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authorities having jurisdiction.
- 13. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
- 14. The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the operation of the Lands, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Agreement.
- 15. The Licensee acknowledges and agrees that:
 - (a) The Licensee shall not store, bring in or permit to be placed, any Environmental Contaminant on the Lands.
 - (b) The Licensee shall not permit on the Lands, at any time during the Term of this Licence or any extension thereof the presence of any Environmental Contaminant, except in strict compliance with all applicable laws of any relevant Authority

- including, without limitation, environmental land use, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws. If the Licensee shall bring or create upon the Lands, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any Authority, or if required to effect compliance with any Environmental Laws or if required by the Licensor;
- (c) Without limiting the effect of this section, should any part or parts of the Lands be discovered during the course of excavation to contain Environmental Contaminants,
 - (i) the Licensee shall forthwith inform OILC of the discovery of Environmental Contaminants and shall provide OILC with all information that it then possesses or obtains thereafter respecting such Environmental Contaminants, including copies of all environmental reports. The Licensee shall forthwith inform the Licensor in writing of, any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the operation of the Lands or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant.
 - (ii) the Licensee shall carry out the excavation of the Lands and the removal, transportation and disposal of all excavated soil and materials at an approved facility in strict compliance with all applicable laws of all Authorities including, without limitation, environmental land use, occupational health and safety laws, regulations, requirements, permits and by-laws. The Licensee shall carry out all environmental inspections, investigations and studies necessary to enable it to comply with all applicable laws.
 - (iii) The Licensee shall comply with all applicable laws so as not pose a risk to any persons or property.
 - (iv) The Licensee shall be fully responsible for the payment of all costs arising out of the provisions herein.
 - (v) The Licensee shall diligently comply with all Environmental Laws. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee's failure to comply with Environmental Laws.
 - (d) The Licensee shall ensure that all contracts that it enters into for environmental studies and reports respecting the Lands or the Licensee's works, whether before, during or after construction, will provide for the Licensor having the full legal benefit of such contracts, studies and agreements.
 - (e) If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Lands by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee's sole cost and expense, payable on demand.
16. The Licensee shall not in any way use or trespass on any Licensor's lands adjoining the Lands, unless it has the authority to do so.

17. The Licensee shall grade and resurface the Lands, provide suitable drainage and designate areas within the Lands for access, ingress and egress, all at its own expense, in order to properly maintain and operate the Lands for the Use.
18. In the event, the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations, the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor.
19. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time.
20. The Licensee acknowledges and agrees that:
 - (a) The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor.
 - (b) Upon termination of this Licence, the Licensee at its own expense shall remove any of its installations and facilities from the Lands and restore the Lands to a condition satisfactory to the Licensor, unless notified in writing by the Licensor to the contrary. If the Licensor provides such written notice to the Licensee, all improvements to the Lands shall become the property of the Licensor without cost. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
21. The Licensee shall be responsible for security of the Land and the site during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained during the Term and persons not affiliated with the Licensee are not permitted access to the Lands.
22. If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be done or materials or services furnished or to be furnished for the account of the Licensee, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC's and the Licensor's defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee's sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the Licensor and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this section 24, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

DEFAULT

23. If at any time the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
24. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
25. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within ten (10) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the ten (10) day period aforesaid without any further notice.
26. In the event of any default of the Licensee in performing any work, repairs, or other obligations of Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.

RIGHT TO ENTER OR TERMINATE

27. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor, the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access or be considered dangerous or offensive by the Licensor acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending work from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
28. The Licensor and anyone acting pursuant to its authority may at any time upon twenty-four (24) hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate, maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment the Licensor determines necessary or desirable subject only to abatement of the Licence Fee during the period of physical occupation by the Licensor, or any one acting pursuant to its authority for the aforesaid purposes to the extent that possession and enjoyment of the Lands by the Licensee for its business purpose were interfered with or disturbed during such period of occupation. The Licensor shall not be liable for and is hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.

29. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least ninety (90) days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if the Licensor considers all or any portion(s) of the Lands to be necessary or desirable from time to time for the works of the Licensor or the Licensor's Permittees, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
30. If the Licensor delivers notice of termination pursuant to this Agreement, then all or such portion of the Lands suitable for existing or contemplated works of the Licensor or the Licensor's Permittees shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in herein. Without prejudice to the rights of the Licensor hereunder, the Licensor will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands for the Use.

INDEMNITY AND RELEASE AND INSURANCE

31. In order to induce the Licensor to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives and appointees, hereby agrees and affirms:

The Licensor shall not be liable or responsible to the Licensee, or to any third parties whatsoever in any way for any property damage, injury or death caused by or arising out of this License including any direct, consequential, incidental, indirect, or special damages suffered by the Licensee or others arising from or out of any occurrence in, upon or relating to the use or presence of the Lands whether or not such damage, loss, injury or death results from any negligence of the Licensor or those for whom the Licensor is in law responsible. The Licensee shall protect, indemnify and hold harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, directors, officers, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property (including any portion of the Lands and its equipment, machinery, services, fixtures and improvements) or any other loss or injury whatsoever arising from or out of or as a result of the use of the Lands. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee arising out of the presence or use of the Lands, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses (including legal fees on a substantial indemnity basis) incurred or paid by the Licensor in connection with such litigation.

32. The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Ten Million Dollars (\$10,000,000.00) in order to indemnify the Licensor. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services as represented by Ontario Infrastructure and Lands Corporation, as additional insured (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the starting date.

ASSIGNMENT

33. The Licensee shall not assign, transfer, sublicense, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensor which may be unreasonably or arbitrarily withheld, failing which the Licensor shall be entitled to terminate this Licence immediately after the occurrence of such breach.

GENERAL

34. This Licence and any information or documents that are provided hereunder may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and the Open Data Directive, as amended, if applicable, respectively. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
35. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
36. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

37. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed in the case of notice to the Licensor to the following address:

To the Licensor:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions - Director, Lease Administration – OILC
Fax: (416) 775-3989

and, in the case of notice to the Licensee, to it in care of:

The Corporation of the Township of Tehkummah
456 Highway 542A
Tehkummah, Ontario P0P 2C0
Attention: Acting Clerk - Administrator
Fax: 705-859-2605

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Agreement or at law may not be validly delivered by way of electronic communication, save as specifically provided in this section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

38. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
39. The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Agreement, form part of this Agreement.
40. The Licensor and the Licensee agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
41. The headings in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.
42. This Licence may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.
43. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.

44. The Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

45. Time shall be of the essence hereof.

This Agreement is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this 19 day of July, 2019.

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION

By: 

Name:

David Lemieux

Title:

Leasing Services Manager
Infrastructure Ontario

Authorized Signing Officer(s)

Dated this 26th day of June, 2019.

THE CORPORATION OF THE
TOWNSHIP OF TEHKUMMAH

By: 

Name:

David Jaggar

Title:

Reeve

By: 

Name:

Barbara Erigg

Title:

Acting Deputy Clerk Administrator

Authorized Signing Officer(s)

Schedule A

Legal Description of the Lands

PART LOT 5 CONCESSION 1 TEHKUMMAH, PART LOT 6 CONCESSION 2 TEHKUMMAH, PART ROAD ALLOWANCE BETWEEN LOT 5 CONCESSION 1 & LOT 6 CONCESSION 2 TEHKUMMAH & PART ROAD ALLOWANCE BETWEEN LOT 5 CONCESSION 1 & LOT 6 CONCESSION 1 TEHKUMMAH, PARTS 1, 2 & 4 31R273, SAVE AND EXCEPT PARTS 9, 10 & 11 31R4066 TOWNSHIP OF TEHKUMMAH

[PIN 47130-0953]

From: [Ashley Bowerman](#)
To: [JDeForge@tehkummah.ca](#); [swood@tehkummah.ca](#); [Peggy Young-Lovelace](#)
Cc: [clerk.administrator@tehkummah.ca](#); [adminassistant@tehkummah.ca](#); [pchatwell@tehkummah.ca](#); [lleeson@tehkummah.ca](#); [mikemcken57@gmail.com](#)
Subject: Town Hall Meeting Results
Date: July 16, 2025 4:31:03 PM

Good afternoon Mayor, Members of Council, Acting Clerk and Peggy,

As you know, we held a Town Hall Meeting last night on July 15th at 7pm. I would like to share the results of this meeting with you in the hopes that this will be the start of better, more open communication and more transparency between council and the taxpayers.

We had 63 people attend last night's meeting. Below is a list of questions that were compiled. We need answers! Answering these questions will go a long way in starting to change the relationship between council and residents.

I would also like to request to be added to the agenda for the next council meeting on August 12th.

If any or all of these questions can be answered, I would suggest posting both the questions and answers on the website for everyone to see!! We need an effective way to get the information out there!

Thank you for your time.

If you should have any questions, or require clarification, please reach out!

Sincerely,

Ashley Bowerman and Taxpayers
(519) 505 - 4227

Questions/Topics of Concern

Lack of Public Information – Social Media platform is a great way of providing public information.

- A designated Township Facebook Page would help keep community up to date on council meetings, road closures and events (just to name a few)! It was requested a few months ago at a council meeting to set up a Facebook page. It was discussed that one person from each dept. be set up as admins for the page.
- This has yet to be set up and it was requested again at the May meeting.
- Why is it taking so long for this to be done??

Township Website:

- Who has the authority to post to the website? Is it a township employee or the website host?

• Notices are not being posted promptly to the website.

- Why are the agendas and the agenda package not posted on the website the Friday before the meeting?
- When the minutes are attached to the website, the entire package needs to be there which shows transparency and every person can go thru and see what was in the package.
- Why is there still missing minutes on the website. December 2024, Sept. 2021.

General Questions

- Does the township have someone specifically looking for and applying for grant funding?
- With the council meetings being recorded, why are they not available to the public?
- Are there plans to increase the rates for the trailer park?
- Has rates been set yet for the use of the kitchen at John Budd park?
- A proposal was requested to the office about setting up a dump clean up by volunteers to clean up around the road/driveway/bush of all the debris. Has this been approved?
- What was the outcome from the April 22 meeting:

Hiring policy- definition of family members and friends

Wages- where is this at

Employee performance reviews - has this been done?

- Why have a bi-law if it's not going to be enforced by council. In Michael's Bay beach a land owner has erected a C Can just a few feet from waters edge. Town employees have told him he has to move it. Letters have been written from town and receiptant tears them up and laughs. If bi-law is not going to enforce then why have one?? Take the next step and take him to court.
- Why do we have a building inspector that is legally blind, has a seeing eye dog/ white cane and now doesn't even live on Manitoulin? He lives in Orangeville in an assisted living complex. He comes maybe once every couple of months. Perry Newman drives him around. NEMI and Central let him go. Tehkummah still has him. What plan is in place to replace him???
- What are the township employees wages?
- Is there job description for each employee position? Do the employees know their roles?
- Who is now responsible for the clean up of the sand shed that has collapsed?

Roads:

- April 30th 2025 was the date the public works employee jobposting closed. Why is there no one hired. The last employee quit over money and BS. You hired a marina employee to fill the marina position while the council meetings were suspended but did not hire a public works employee.
- Please explain why you felt filling the Marina staff position takes priority over filling the public works

staff position?

- What are the plans for the roads coming this winter with only 2 public works employees?
- What is the plan for re-surfacing the hardtop? Most of the hardtop roads need to be resurfaced.
- What is being done about the pier that was left under the Manitou bridge on Government Road?
- What is being done about the need for guard rails and reflectors on Michael's Bay Road along waters edge?

Operations of Office and Township as a whole

- Why is the township office not accessible?? The door is always locked. Covid is long over with now. What is the reason why it continues to be locked?

Lack of Communication and Transparency-

- Please explain why the Mayor and Acting Clerk are not communicating fully with the councillors, staff and tax payers/residents?

Bowerman Trail:

- What funds were spent on the trail improvements?
- Was there Grant funding for the trail? Where did it go? How was it spent?
- When is the job to be completed?

Marina:

- Seems to be no leadership, who is in charge?
- The marina building is old and out dated and filthy
- Marina staff should be wearing shirts to identify themselves as Marina staff, they shouldn't be standing around on their phones, should be cleaning up around the marina grounds making things presentable
- Why is there no gas sales at the Marina as of yet but a full tank of fuel? Pump is broken. Was looked at. A quote was given for replacement parts- has it been approved to fix the pump?

Playground and Parks

- What is being done for the need of sand around the play structures at the Marina and Duck's Bay Beach? It is a safety concern.
- At the March 6th meeting- it was discussed about the conditions of the municipal park. The swings have been removed with no replacements installed. The teeter totters are dangerous and need to be removed but are still there. What progress has been made to rectify these concerns?
- Is there a plan in place to deal with the aging buildings/infrastructure in the township?

Budget:

- Where are the budget deliberations at?
- Why does it take so long for a budget to be reviewed and approved?
- Shouldn't the budget prepared and presented to the council at the first of the year?
- Last year over \$4000.00 was paid for late charges because the bills were not being paid on time. There was a late charge showing in the last accounts payable report in May. What measures are being done to prevent this from happening again?
- Who is monitoring this situation?
- Where is the current lawsuit at?



TEHKUMMAH

Fire Department

Established 1977

456 Hwy542A Tehkummah, Ont. P0P 2C0

Chief – Jeff Wilson

Captain- Andrew Wood

(705) 859-3287

TehkummahFD@outlook.com

Captain – Maurice Sagle

Training Officer- Jacob Wilson

Chief's Report

May/June/July 2025

Weekly practice nights are continuing. With 4301 being out of service practices have been focusing on training with the ladder truck since it is our primary response vehicle with our pumper truck being out of service. With this being half way through the year I can report that we have had 42 medical calls and one fire call so far this year.

The MTO inspections have been completed on all the trucks. No issues and so good for another year with all the vehicles except for 4301 which is our front-line pumper. The speedometer issue caused it to fail. The inspections were done by B.A.M.M or Brandon Addison Mobile Mechanical. 30 days has passed since the inspection on 4301 and so the grace period when repairs can be completed has expired. Brandon was the 4th mechanic to look at the speedometer issue and he as with the other ones was not able to make the necessary repairs. Pickering which is where two of our vehicles came from had a 2005 Spartan Pumper/Rescue on Gov Deals. It was originally listed with a starting bid of \$50,000 but they didn't get any bids. They were going to list it again with a starting bid of \$25,000. I had their contact information from the previous deals and so messaged them and told them about our pumper being out of service. They wanted us to have it and so listed it the second time with a starting bid of \$1,000. It also had a Fire Department restriction on it so that private buyers were not allowed. I mentioned the truck to South Shore who does fund raising for the Fire Department and they said that they were interested. I bid the truck up to \$5,000 which is where it sat for 14 days with no other bidders. Pickering came back to me the day before the auction ended and said that if I would increase the bid to \$6,000 they would lower the reserve amount and let us have it for the \$6,000. The transaction has been completed and the truck is now at Carrier Centers in Brantford for them to complete the MTO safety and the pump test. South Shore has made a motion at their last meeting to cover the \$6,000. Hopefully the truck has no issues as Pickering stated in the auction and it doesn't cost a whole lot to get it here and put into service. Ideally the proceeds from selling the current out of service 4301 will cover all the cost of putting the new truck into service and there will be no effect to the budget for this transition. This truck new would cost \$1,020,000 and it will be good for us for 10 years before it ages out.

Our Deputy Chief CJ has permanently relocated to Sudbury and so has resigned from the Department. I don't have anyone in mind at the moment to replace him. I have been looking for a replacement for the vacant Captain position for some time now and Andrew Wood has agreed to take on the position. Andrew has been a tremendous asset to the department since he joined us. We haven't had a training officer since Ryan Hutchinson moved away. Jacob has graduated from Kilgore College in Texas and is about to complete his Firefighter certification. He isn't going to be around forever as he is trying to find work with a full-time department. In the meantime, he would be a real benefit to our department as our training officer as he is where everyone else needs to get before July 1st next year. He has a real desire to help people and he seems to be well respected by the people in the department.

I successfully passed my Firefighter I in Trenton in June. It was real eye opener for me as far as what is required of people to be certified. It's a lot of work but I feel it is doable for everyone on our crew. I will be starting my on-line portion of Firefighter II shortly with the practical portion being in Walkerton in September. Once that is

completed and I pass I will a certified Firefighter. I wasn't able to get the dates off work for the Firefighter II in Trenton that was in October mentioned previously.

Spectrum has completed the transition to digital. It seems to be worked very well. Communications are much more reliable and easier to understand with less static than previously. There are still some range issues in the outlying areas and pagers are not usable after the initial page because they are not digital compatible. Spectrum is still working on three older radio's that were purchased 12 years ago. They were supposed to be digital compatible when purchased but so far, they have not succeeded with their programming efforts. They might need to be replaced with new radios. The total cost for Spectrums work is \$18,032.53. I don't believe we will be able to cover that amount in this year's budget and so will need to be put on a loan and be repaid over the next few years. It was estimated to cost \$21,000(mentioned in previous report to council) and it will be just under that if the three radio's need to be replaced that they are currently working on.

As mentioned above my training in Trenton was a real eye opener as to what is required for us to compete the training required for us to be certified and compliant come July 1st 2025.

Items identified when I was in Trenton that are needed in order for the Crew to be certified.

-Roof ladder training prop	\$6,500	
-Search maze training prop	4,000	
-Attack an Interior Structure Fire Prop	6,000	
-Attack a passenger vehicle fire prop	1,500	
-Overhaul a fire scene prop	4,000	
-Forceable entry training prop	9,800	\$8,000 of this could possibly be covered by next year's
Fire Protection grant. Announcement should be coming shortly as to when and what the grant would be for.		
-Turn off building utilities prop	200	
-Emergency Scene lighting prop	600	
-Vertical ventilation training prop	3,500	
-Hazardous materials training equip	3,400	
-Stop water from a sprinkler head prop	<u>500</u>	
Total required for training	\$40,000	

Spectrum work mentioned in report above. \$20,000

Total Purposed loan \$60,000

This could be a Government Debenture Loan if it meets the criteria for those. The Fire Department has had a loan in the past but it has been a while. I recommend to council that we proceed with the loan so that we can get started on the work and proceed with the required training. This would put our department on a solid footing for the future. It will not put a huge strain on this year's budget and we can incorporate the payments for the loan into the next few years budgets. There is some concrete work required for the props. I would like to see that competed while the weather is good. Two of the props in Trenton consist of sea cans. Hopefully there is some way to incorporate the need for these into a sea can by-law if one exists in Tehkummah. South Shore has donated their sea can to the Fire Department for training use but it will need to have the wood floor removed and doors and windows added. These training props need to be located close to a building that can be used for a classroom so hopefully there is room that we can use adjacent to the Fire Hall. I anticipate having fencing to keep people out of the area and to limit the view to the public as to what is there and what is happening while training is going on.

Tehkummah Roads Department

Concession 2 Bridge

August 6, 2025

The current condition of the bridge on the 2nd Concession over the Manitou River is in poor deteriorating condition. We need to urgently investigate replacing this bridge and do our part to provide safe roads and bridges. I have looked over the bridge myself and inspected the areas that Tulloch Engineering described in their report.

I have reached out to Tim Lee of Northern Mat & Bridge to better understand their proposal of a new bridge. He has provided us with different routes we can take to go through with replacing the bridge. One quote is that Northern Mat & Bridge does the whole job from start to finish, or they provide the engineering, delivery and materials to do the job and we supply the equipment (I would prefer they complete the whole job as we do not have the right equipment, manpower, and for liability reasons).

I think it would be in our best interest to purchase the bridge this year, have it delivered to the site on 2nd concession, lay it over the existing bridge for the winter, add aggregate to each side, install temporary guard rails and have a safe roadway for the winter months. When winter is over, and half loading is removed from the roads, have Northern Mat & Bridge come in, set the new bridge out of the way, remove the existing bridge and pier abutments, install new concrete pier abutments and set the new bridge permanently in place and complete the job.

Speaking with Tim Lee, this would be the ideal approach due to timing of the year, to secure the purchase of the bridge at the price provided before the pricing increases, and to move forward to the next bridge replacement.

Thank You,

Andrew Wood

Roads Superintendent

April 24, 2025

Barbara Grigg
Deputy Clerk-Administrator, Township of Tehkummah
456 Highway 542A
Tehkummah, Ontario P0P 2C0

Subject: Budget Estimate – Municipal Bridge 2, Concession 2 Road – Manitou River

As requested, below is a summary of anticipated costs in the replacement of the Municipal Bridge 2 on Concession 2 over the Manitou River. In arriving at budget costs, we have allowed for a single lane bridge with a new 15.2m (50') long x 5.5m (18') deck width - Municipal Modular Bridge.

We are also providing an allowance for widening the existing bridge opening to 10m (33') from its current 5.4m (17'6"). The bridge to be supplied will be compliance with both the CSA S6-19 (current bridge code) and with the 2021 MTO exceptions to the bridge code for Ontario for Municipal Bridges on low volume roads. In replacing the bridge, the centre pier will be removed and as such we anticipate that the longer continuous span will increase the hydraulic efficiency of the crossing by at least 35%. As part of our pricing model, the new deck elevation on the proposed bridge will be equal to the existing roadway – thereby maintaining the existing site stopping distances and minimizing work required on the Concession 2 road beyond the Manitou River itself.

"THIS IS A BUDGET ESTIMATE – AND IS NOT A QUOTATION"

Our pricing model for each water crossing:

- Complete removal and disposal of the existing superstructure and conversion of the existing abutments from a support structure to a simple retaining wall.
- Supply and grading of exposed embankments and placement of 10" to 16" (nominal size) blasted rock bank protection.
- Supply and Installation of two new precast reinforced concrete abutments over a 300mm granular 'A' bedding (100% SPD). The abutments would measure 1m x 0.5m x 6m long and would be fabricated using 25MPA concrete and steel reinforcing in a highly controlled environment.
- Supply and delivery of Municipal Modular Bridge, complete with post pocket extensions (to maximize deck width).
- Pricing for both our conventional bridge product fabricated using 350W (prepped in accordance with NACE-SP06 standard) and coated with 2 coats of High Performance Primer.
- Environmental Approvals and Planning
- Project Management Services (overall project coordination and onsite direction)
- Engineering Design Services (including detailed site design, surveying and sealed letter of conformity with design following construction)

More details, descriptions, sequence of events and additional information related to the above will be issued under separate cover.

Commentary Related to Budget Pricing:

As requested, we are providing a 'complete' and 'standalone' design-build package – we generally carry out several such assignments for Municipalities like yours on an annual basis. Additionally, we are identifying cost savings if Municipal forces were to be used to complete the installations. A large number of Municipalities prefer to become the constructor – to save additional money.

In instances where the client wishes to take on the role of constructor, NMB works with the customer to come up with an overall project plan and is prepared to provide onsite technical advice and direction and is also prepared to complete any of the individual milestones (i.e. existing structure removal).

Municipal Bridge 2		Design-Build	Municipality
1	Engineering Services including detailed design, Engineering Services & Certification, Regulatory Permits, Sediment Control Plans,	\$ 43,081.50	\$ 43,081.50
2	Fabrication & delivery of 15.2m (50') long x 5.5m (18')wide single lane Municipal Modular Bridge (includes post pocket extenders, sealed design drawing)	\$ 242,293.75	\$ 242,293.75
3	Fabrication, supply & Delivery of Reinforced Concrete Abutments (1m x 0.5m x 6m)	\$ 45,238.05	\$ 45,238.05
	Supply, delivery and installation of standard OPSD guardrail. (includes 24' approach guiderail – all 4 quadrants)	\$ 25,205.00	\$ 25,205.00
4	Construction Services, Demolition, granular materials, all guiderail, posts, erosion control, construction equipment, labor and mobilization/demobilization costs. Does not include end treatment for guiderail – only terminal ends.	\$ 249,610.50	\$ 162,246.83
5	25% Contingency Allowance (Construction only – requires customer approval)	\$ 62,402.63	\$ 40,561.71
Subtotal		\$ 667,831.43	\$ 558,626.83
HST		\$ 86,818.09	\$ 72,621.49
Total Budget Estimate		\$ 754,649.51	\$ 631,248.32

As noted above, we foresee a savings of over **\$ 87,363.68+** if the municipality were to assume the role of constructor for the replacement of Municipal Bridge 2.

In addition to the savings identified above, the reconstruction of the subject bridge using our proven modular system (modular superstructure and precast abutment) instead of conventional '*one of a kind - built in place*' will result in an overall **NET SAVINGS of over \$560,000 to replace the Manitou River Bridge.** We anticipate that the structure could be replaced within 7 to 10 days instead of the 5 to 7 weeks for bridges constructed using conventional methods.

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Barbara Grigg

Deputy Clerk-Administrator, Township of Tehkummah

April 24, 2025

Budget Estimate – Manitou River Bridge (Municipal Bridge 2)

We would welcome the opportunity to discuss in greater detail our approach to the replacement of Manitou River Bridge (Bridge 2).

Lastly, I can provide you with a list of references that you can reach out to discuss this project with anyone of our satisfied Municipal Customer contacts (CAO's, DPW, CEO's). These folks can be a useful resource and can advise you on how they proceeded with bridge projects within their own Municipal Administrative Guidelines and purchasing policies.

I trust the foregoing is of benefit - please let me know if you have any questions related to the materials and information provided.

Regards,



Tim Lee - Bridge Specialist, Eastern Canada

Northern Mat & Bridge LP

207221 Highway 9, Mono, ON L9W 6J1



Cell: 705-644-3976

tlee@northernmat.ca | www.northernmat.ca



THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH

BYLAW NUMBER 2025-18

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

Section 9 of the *Municipal Act* 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.

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the Township of Tehkummah ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) of the *Municipal Act* requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions are more expedient than adopting Bylaws for each decision.

Decision

Council of the Corporation of the Township of Tehkummah decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

Direction

NOW THEREFORE the Council of the Corporation of the Township of Tehkummah directs as follows:

1. The Confirmatory Period of this By-Law shall be for the Council Meeting of August 12, 2025.
2. All By-Laws passed by the Council of the Corporation of the Township of Tehkummah during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the Township of Tehkummah during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the Township of Tehkummah during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2025-169 this 12th day of August 2025.