



**Township of Tehkumma**

**March 9, 2026 - Regular Meeting of Council - 06:00 PM**

- 1 **Call to Order**
- 2 **Traditional Land Acknowledgement - None**  
To Be Developed
- 3 **Recital of the Municipal Mission and Vision Statements - None**  
Currently being drafted.
- 4 **Approval of the Agenda**  
BE IT RESOLVED THAT the agenda of the Regular Meeting of March 9, 2026, be adopted as circulated.
- 5 **Declarations of Disqualifying Interest (Pecuniary)**
- 6 **Mayor's Address - None**
- 7 **Approval of the Minutes of the Most Recent Meeting(s)**  
BE IT RESOLVED THAT the minutes of the Regular meeting of Council on February 3 and the Special meeting of Council on February 10, 2026, be adopted as circulated.
  - 7.1 Minutes Regular Meeting February 3, 2026  
📎 February 3, 2026, Minutes
  - 7.2 Minutes Special Meeting February 10, 2026
- 8 **Delegations/Presentations**
  - 8.1 Unregistered Building Construction in Tehkumma Township - Brian McCarthy  
📎 Delegation Request
  - 8.2 South Baymouth Community Development Association (SBCDA)  
📎 SBCDA - Presentation
- 9 **Council Direction from the Previous Meeting(s)**
  - 9.1 2024 Bank Reconciliations
  - 9.2 Request to Purchase Property - S. Williamson
  - 9.3 2023 Audit
  - 9.4 Facebook Page
- 10 **Legislative Matters**
  - 10.1 Council Working Session
    - 10.1.1 John Budd Park/Bowerman Trail Projects
    - 10.1.2 Financial Status of the Municipality
    - 10.1.3 Concession 2 Bridge - Discussion on Options

- 10.1.4 Roger's Creek Bridge - Load Restriction/Winter Maintenance Discussion
- 10.1.5 Parking of Vehicles on Municipal Roads Winter Season/Depositing of Snow on Municipal Roads
- 10.2 Consent Agenda

BE IT RESOLVED THAT the consent agenda be adopted as circulated.

- 10.2.1 Annual Report: South Baymouth Water Treatment Plant

-  Cover Letter

-  Annual Report

- 10.2.2 Health Unit Minutes

-  Unapproved Board Minutes February 19, 2026

-  Resolution from City of Greater Sudbury re Public Health Funding

- 10.2.3 Email from OSTC re: Water Levels and Dredging

-  Email from OSTC - K. Adams

- 10.3 Resolutions and Bylaws

- 10.3.1 Sand Dome Lease

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby authorize entering into an agreement with Infrastructure Ontario for the lease of the Sand Dome property and directs the Interim Clerk to execute the agreement.

-  Infrastructure Ontario Lease Agreement

- 10.4 Public Hearings

- 10.5 Committee/Local Board Reports

- 10.5.1 Manitoulin Planning Board Request for Feedback

BE IT RESOLVED THAT Council for the Corporation of Tehkummah does hereby

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-  Letter from MSO North

-  Draft Natural Heritage System Strategy

- 10.5.1.1 Request from Library Board for Additional Access to Township Wifi

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah authorizes additional access to Township Wifi for Library purposes outside of open hours.

-  Letter from Library Board

## 11 Administrative Matters

- 11.1 New Business/Reports from Officers/Employees on Various Issues (including reports from departments which require Council approval)

- 11.1.1 Public Information Session April/June 2026

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby call two (2) Special Meetings for the purposes of holding Public Information Sessions on Tuesday April 28 and Tuesday June 30, 2026 to be held at the Triangle Seniors' Hall.

- 11.1.2 Authorize Monthly Payment Plan: Municipal Insurance

The premium for the municipal insurance for 2026 is \$144,198.12 due at the end of January;

AND to pay the full amount would financially restrain the municipality for paying other required expenditures;

BE IT RESOLVED that Council does hereby authorize enteirng into a monthly payment plan with Brokerlink which includes a \$5,779.09 finance charge;

AND that the Deputy Treasurer can bind the municipality for this purpose.

📎 Brokerlink Monthly Payment Plan

#### 11.1.3 Request Use of Municipal Property - Easter Egg Hunt (A. Bowerman)

BE IT RESOLVED THAT Ashley Bowerman is hereby authorized to use municipal property, and specifically the park behind the muniicipal office, for the 2026 Easter Egg Hunt.

📎 Email from A. Bowerman

#### 11.1.4 Fire Chief's Report

BE IT RESOLVED THAT the Fire Chief's report for February 2026 be recieved.

📎 Fire Chief's Report February 2026

#### 11.1.5 Road Superintendent's Report

BE IT RESOLVED THAT the Road Superintendent's Report be received.

📎 Road Superintendent's Report

##### 11.1.5.1 Blue Jay Dam Update

##### 11.1.5.2 Guardrail Posts On 10th

#### 11.1.6 Intelivote Agreement for Electronic Election

BE IT RESOLVED THAT the Interim Clerk be authorized to enter into an agreement with Intelivote Systems Inc. for the purposes of conducting an electronic municipal election in 2026.

📎 Draft Agreement

📎 Electronic Election Overview

#### 11.1.7 Councillor Remuneration Report 2025

BE IT RESOLVED THAT the 2025 Councillor remuneration report be received.

AND THAT the Manitoulin-Sudbury District Services Board remuneration report for Mayor Deforge is also received.

📎 Councillor Remuneration Report 2025

📎 Manitoulin-Sudbury District Services Board 2025 Remuneration Report Mayor Deforge

#### 11.1.8 Budget Meeting

#### 11.2 Update on Capital Projects - No Active Projects

#### 11.3 Financial Update/Statement/Quarterly Variance Report

## 12 Leadership Issues

#### 12.1 Update to Strategic Plan - None

The Township does not have a current strategic plan.

12.2 Five-Year Financial Plan (including Asset Management Plan) - None

The Township does not currently have a five (5) year financial plan.

12.3 New Policy - None

12.4 Notice of Motion - None

### 13 Closed Session

13.1 Into Closed Session and Purpose

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby move into Closed session at \_\_\_\_\_ p.m. in accordance with section 239(2)(b), (d), (e) and (f) of the *Municipal Act, 2001*, and Section 3.3 of the Township's *Procedure By-law 2019-011*, to:

1. Consider remedy to unauthorized contractual agreement with PSD Citywide in the amount \$31,500 plus HST;
2. Recieve legal advice about Township obligations related to voluteer Firefighters, First Reponders and other municipal volunteers;
3. Receive information related to the former Acting Clerk Administrator; and
4. Receive advice from and provide direction to, legal counsel regarding the Court Application under the *Municipal Conflict of Interest Act* concerning Mayor Deforge.

13.2 Return to Open Session

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby move back into open session at \_\_\_\_\_ p.m. and report that

\_\_\_\_\_

### 14 Confirmation of Proceedings

BE IT RESOLVED THAT By-Law 2026-09 being a bylaw to confirm proceedings of Council at their Meeting of March 9, 2026 Regular Meeting, be read and adopted.

📎 Bylaw 2026-09

### 15 Adjournment

The Mayor Adourned the meeting at \_\_\_\_\_ p.m.



## Township of Tehkumma Meeting Minutes

Regular Meeting of Council February 3, 2026 - 06:00 PM

### Present

John Deforge (Mayor)	Susan Hart – Deputy Clerk
Lorie Leeson (Councillor)	Dara Mussar – Deputy Treasurer
Mike McKenzie (Councillor)	Jeff Wilson – Fire Chief
Perry Chatwell (Councillor)	Andrew Wood Road Superintendent
Steve Wood (Deputy Mayor)	Peggy Young-Lovelace – Interim Clerk

### 1 Call to Order

The Mayor called the meeting to order at 6:12 p.m.

### 2 Traditional Land Acknowledgement

To Be developed.

### 3 Recital of the Municipal Mission and Vision Statements

Currently being developed.

### 4 Approval of the Agenda

**Resolution No:** 2026-009

**Moved By:** Steve Wood

**Seconded By:** Perry Chatwell

BE IT RESOLVED THAT the agenda of the Regular Meeting of February 3, 2026, be adopted as circulated.

**CARRIED**

### 5 Declarations of Disqualifying Interest (Pecuniary)

### 6 Mayor's Address

None at this time.

### 7 Approval of the Minutes of the Most Recent Meeting(s)

**Resolution No:** 2026-010

**Moved By:** Perry Chatwell

**Seconded By:** Lorie Leeson

BE IT RESOLVED THAT the minutes of the December 2, 8, 15, 18 and 22, 2025, and the January 13, 2026, meetings be adopted as circulated.

Mayor Deforge Requested a recorded Vote

Name	Yes	No	Abstained	Absent
Perry Chatwell	✓			
John Deforge		✓		
Lorie Leeson	✓			
Mike McKenzie	✓			
Steve Wood	✓			

**CARRIED**

**8 Delegations/Presentations**

**9 Council Direction from the Previous Meeting(s)**

Information Only

**9.1 Patrol Yard/Sand Dome Lease**

The updated lease agreement has not been recieved yet.

**9.2 2024 Bank Reconciliations**

Work has begun on finalizing the 2024 bank reconciliations for November/December.

**9.3 Request to Purchase Property - S. Williamson**

Work is ongoing related to this file.

**9.4 Public Works Sale of Surplus Equipment**

This will be deferred until the snow is gone.

**9.5 2023 Audit**

Auditor has advised that they anticipate the 2023 financial statements to be completed by mid to end of February 2026, and will begin work on 2024 immediately thereafter.

**9.6 Concession 2 Bridge**

Council was advised that the 5 tonne signs were in place. Mayor Deforge questioned the Road Superintendent about why the bridge work had not commenced. Mr. Wood advised that it was the responsibility of the former Acting Clerk-Administrator to take care of it that he had not been given direction.

**9.7 Facebook Page**

Council was advised that staff are working on setting up the Facebook page and need direction from Council prior to finalizing. Council directed to have an external party assist with the setup/management of the Facebook page

**9.8 Information Meeting**

Questions have been received from ratepayers and we are working on the presentation/responses for presenting on February 10, 2026.

**10 Legislative Matters**

**10.1 Council Working Session**

**10.1.1 Vision and Mission Statements**

Discussion - future of Tehkummah as a community.

**10.1.2 Strategic Direction 2026**

**10.1.3 Zoning Bylaw**

Update/review of the status of the current Zoning Bylaw Revisions

**10.1.3.1 Office Hours**

request for work time with office closed

**10.2 Consent Agenda**

**Resolution No:** 2026-011

**Moved By:** Steve Wood

**Seconded By:** Mike McKenzie

BE IT RESOLVED THAT the Township of Tehkummah Council receive the February 3, 2025 Consent Agenda as circulated.

**CARRIED**

**10.3 Resolutions and Bylaws**

**10.3.1 Water and Sewer Rates for 2025**

**Resolution No:** 2026-012

**Moved By:** Steve Wood

**Seconded By:** Mike McKenzie

BE IT RESOLVED THAT Bylaw 2025-44 being a bylaw to establish water and sewer rates for 2025, be read and adopted.

**CARRIED**

**10.3.2 Record Retention**

**Resolution No:** 2026-013

**Moved By:** Lorie Leeson

**Seconded By:** Perry Chatwell

BE IT RESOLVED THAT Bylaw 2026-02 Being a bylaw to establish the retention and disposition of records maintained by the Township.

**CARRIED**

**10.3.3 Electronic Election**

**Resolution No:** 2026-014

**Moved By:** Perry Chatwell

**Seconded By:** Lorie Leeson

BE IT RESOLVED THAT Bylaw 2026-03 Being a bylaw to authorize Internet and telephone voting for the 2026 municipal and school board elections.

**CARRIED**

**10.3.4 Borrowing Bylaw**

**Resolution No:** 2026-015

**Moved By:** Steve Wood

**Seconded By:** Mike McKenzie

BE IT RESOLVED THAT Bylaw 2026-04 being a bylaw to authorize temporary borrowing in the 2026 fiscal year, be read and adopted.

**CARRIED**

**10.3.5 Interim Taxation**

**Resolution No:** 2026-016

**Moved By:** Lorie Leeson

**Seconded By:** Steve Wood

BE IT RESOLVED THAT Bylaw 2026-05 being a bylaw to authorize the Treasurer to levy 2026 Interim Taxation, be read and adopted.

**CARRIED**

**10.3.6 Communications Protocol**

**Resolution No:** 2026-017

**Moved By:** Steve Wood

**Seconded By:** Mike McKenzie

BE IT RESOLVED THAT Bylaw 2026-06 being a bylaw to establish a communications protocol, be read and adopted.

**CARRIED**

**10.3.6.1 Committee/Local Board Reports - None**

**10.3.7 Electronic Corporate Seal**

**Resolution No:** 2026-018

**Moved By:** Mike McKenzie

**Seconded By:** Lorie Leeson

BE IT RESOLVED THAT Bylaw 2026-07 being a bylaw to authorize the use of an electronic corporate seal, be read and adopted.

**CARRIED**

**10.4 Public Hearings - None**

**10.5 Committee/Local Board Reports - None**

**11 Administrative Matters**

**11.1 New Business/Reports from Officers/Employees on Various Issues (including reports from departments which require Council approval) - None**

**11.2 Update on Capital Projects - None**

**11.3 Financial Update/Statement/Quarterly Variance Report - None**

**12 Leadership Issues**

**12.1 Update to Strategic Plan - None**

**12.2 Five-Year Financial Plan (including Asset Management Plan) - None**

**12.3 New Policy - None**

**12.4 Notice of Motion - None**

**13 Closed Session**

**13.1 Into Closed Session and Purpose**

**Resolution No:** 2026-019

**Moved By:** Steve Wood

**Seconded By:** Mike McKenzie

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby move into Closed session at 7:39 p.m. in accordance with section 239(2)(a),(b), (c), (d), (e) and (f) of the *Municipal Act, 2001*, and Section 3.3 of the Township's *Procedure By-law 2019- 011*, to:

- a. Consider updated employee contracts;
- b. Receive information related to the former Acting Clerk Administrator;

- c. Receive legal advice related to the unapproved job posting change for the Manager of Municipal Services & Public Works positions;
- d. Recieve advice regarding the leasing out/disposition of the marina
- e. Receive information and provide direction regarding the Zoning Bylaw Update Project; and
- f. Receive advice from and provide direction to, legal counsel regarding the Court Application under the *Municipal Conflict of Interest Act* concerning Mayor Deforge.

**CARRIED**

**13.2 Return to Open Session**

**Resolution No:** 2026-020

**Moved By:** Mike McKenzie

**Seconded By:** Perry Chatwell

BE IT RESOLVED THAT Council for the Corporation of the Township of Tehkummah does hereby move back into open session at 9:27 p.m. and report that Council considered updating employee contracts, matters related to the former Acting Clerk-Administrator and gave direction to the Interim Clerk and legal counsel.

Mayor Deforge left the closed session at 8:30 p.m.

**14 Confirmation of Proceedings**

**Resolution No:** 2026-021

**Moved By:** Mike McKenzie

**Seconded By:** Lorie Leeson

BE IT RESOLVED THAT By-Law 2026-08 being a bylaw to confirm proceedings of Council at their Meeting of February 3, 2026, be read and adopted.

**15 Adjournment**

Deputy Mayor Wood Adjourned the meeting at 9:29 p.m.

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Mayor

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Clerk

**BRIAN MCCARTHY**  
**364 HWY 542**  
**TEHKUMMAH, ON**  
**POP 2C0**

**February 23, 2026**

**Township of Tehkummah**  
**456 Hwy 542A**  
**Tehkummah, ON POP 2C0**

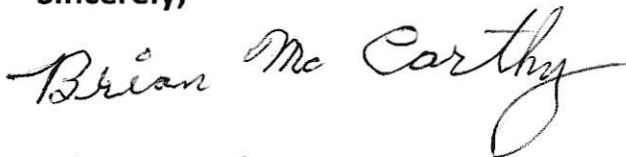
**ATTN: John Deforge, Reeve & Councilors**

**As a concerned citizen of Tehkummah Township I would like to request a few minutes on the agenda at your next Council Meeting. I believe the next meeting will be Monday, March 9/26 at 6 o'clock .**

**I would like to discuss the topic of unregistered homes/cottages/ garages built in our township that are not on the tax roll. If not on the tax roll it must mean "no" building permits were issued. Just stop and think about all the tax dollars our Township has lost.**

**I would appreciate the opportunity to bring my concerns before Council. Phone# (705)859-3738**

**Sincerely,**

A handwritten signature in cursive script that reads "Brian Mc Carthy". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

**Brian McCarthy**



**South Baymouth Community Development Association  
(SBCDA)**

**Presentation to  
Tehkummah Council – March 9, 2026**

**South Baymouth/Bowerman  
Trails**

# **South Bay Mouth Community Development Association (SBCDA)**

- **Registered non-profit corporation created in 2003**
- **dedicated to enhancing all aspects of community life in the village of South Baymouth and Tehkummah Township.**
- **Our activities include but are not limited to:**
  - **Fundraising in support of community**
  - **Community communications through Facebook and Web Site**
  - **Promoting Community Awareness**
  - **Supporting existing and new community projects**

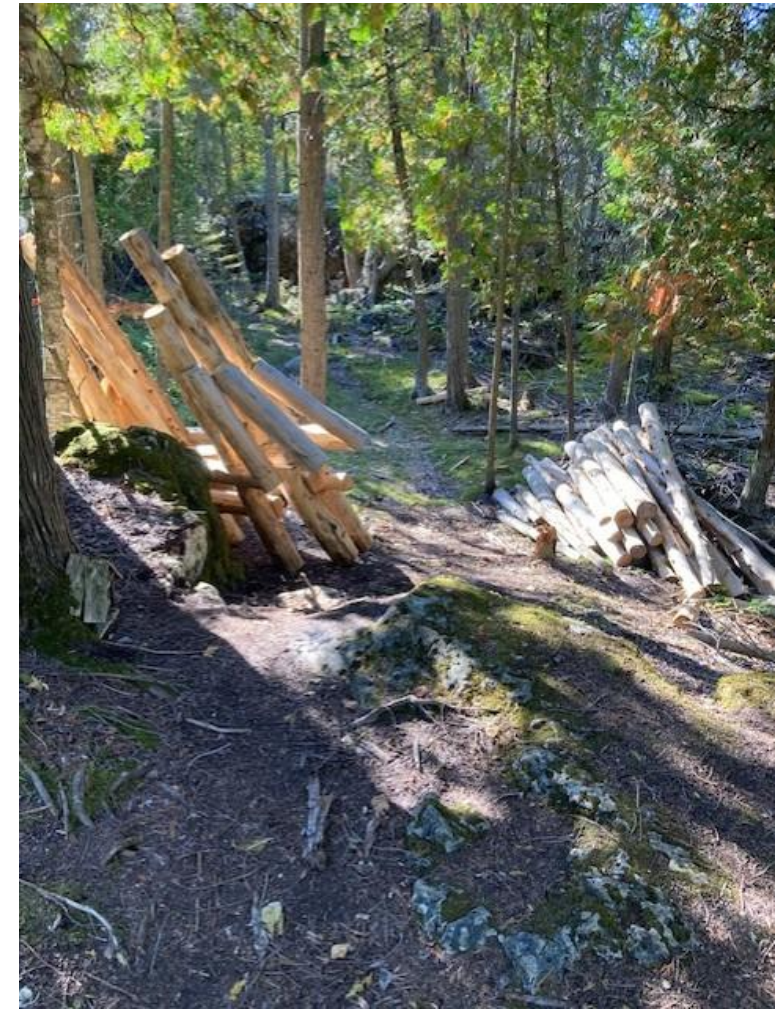
# **South Bay Mouth Community Development Association (SBCDA)**

- **Membership (2025)**
  - **118 Individuals and Family Members**
  - **12 Business Members**
- **Past Community Support: Village Welcome Sign, Flowers, Welcome Banners, Park Picnic Tables, village sitting benches, Park Kitchen and Pavilion Upgrades contributions, Museum/Fire Department/First Response support, community events (Chi Cheemaun Day, July 1<sup>st</sup>, fish dinners, BBQ's, Bake Sales), other support for events, etc.**

# Purpose of Presentation

- **Following repeated past attempts (with no response) to support the Township of Tehkummah in the rehabilitation efforts of the South Bay Mouth/Bowerman Trails, our membership (AGM of August 23, 2025) and Executive (meeting of February 19) ...recommended the SBCDA to again approach Tehkummah Council to support the rehabilitation of the South Bay Mouth/Bowerman Trails**





**Stair renewals started on Fall 2024 have now been dismantled!**

**Photo left and centre 2024...photo right Fall 2025.**

**We can not afford the current repair strategy and it will lead to early repairs again (cedar laying in water!!!)**

# Previous SBCDA Offers of Assistance

- **October 17, 2024 “Proposal for the Bowerman Trails Refurbishment” with support by the SBCDA including the offer of a survey by volunteers to create a repair specification using *Ontario’s Best Trails – Guidelines and Best Practices for the Design, Construction and Maintenance of Sustainable Trails for All Ontarians*.**
- **No response was received.**

# Previous SBCDA Offers of Assistance

- **March 3, 2025 “Letter to Tehkummah Mayor and Council” ( 8 copies) was hand delivered to the Tehkummah Municipal Office. Again, another offer of support by the SBCDA, and requesting an update on the repair status of the South Baymouth Bowerman Trails:**
  - 1) the nature of the current work and funding allocation?**
  - 2) The plan/timetable as to additional work and maintenance supporting the trails long term viability?**
  - 3) Availability of additional grants and funding support to complete the trails renewal.**
- **No response was received.**

# Previous SBCDA Offers of Assistance

- **May 2, 2025, an in-person meeting with the Tehkummah Mayor and the SBCDA Secretary/Treasurer was held specifically for the purpose of obtaining information and an update on the status of the South Baymouth/Bowerman Trails.**
- **The Mayor provided some information (estimates only).**
- **The SBCDA expressed concerns on the township's previous lack of response, the lack of specifications, grant money allocated for the Trails spent elsewhere, lack of oversight and management of their chosen contractor, and other overall management concerns.**
- **The Mayor indicated he would be meeting with the contractor and provide feedback and requested information to the SBCDA.**
- **To date, no further information on contractor's work has been received.**

- **February 10, 2026 – Questions to Township Public Meeting:**
  - **Ontario Building Stronger Community Infrastructure Fund \$167,000 (for trails and park pavilion improvements)**
  - **FedNor \$134,000 (for trails and community park)**
  - **Ontario Trillium Foundation \$76,000 (for gazebo, walkway, playgrounds)**
    - **Total of \$377,000 Grant Funding**
- **Question: requested accounting summary of funds spent, repair and work specifications, contractor selection, remaining funds and plans for work completion and management.**
- **Question was neither presented nor answered at Public Meeting.**

- **February 10, 2026 – Questions to Township Public Meeting:**
  - **Recognizing the economic tourism value and local recreational benefits of the trails:**
- **Question: request Township’s plans to repair and re-open the trails, and why has the Township not responded to the SBCDA’s repeated offers of support for the trails in 2024 and 2025?**
- **Question was neither presented nor answered at Public Meeting.**



## **So Why are we here tonight?**

**Awareness of Council and Taxpayers on the value of the South Bay Mouth/Bowerman Trails to our Township**

**To question and obtain some answers related to grant funding and continuation/completion of work NOW!**

**Formally repeating the SBCDA's past offers of assistance**



# **SBCDA recognizes the Township's current “challenges”**

**Question: Can we afford to spend \$ on trails (recognizing there should be available Grant Funds remaining) when other priorities exist?**

**Answer: Yes – in a properly managed and funded approach with grant funds which should be remaining and available!**

# Social and Community Benefits of Trails

(Hike Ontario/TransCanada Trails/U of Waterloo)

- trails promote family unity as well as strengthen friendships and neighbor relations...places where families, friends and neighbors gather and recreate safely.
- can serve as a focal point for community special events and a gathering place
- Trails present a unique opportunity for education...learning about nature, culture or history along trails; trails provide firsthand experiences that educate users about the importance of the natural environment and respect for nature by leading us into a natural classroom.

- an important role in the environmental movement. They can act as active means of teaching people about the natural environments
  - improve fitness, exercise, health and mental well-being.
- Community Health and Wellness**
- Trails support a range of recreational outdoor activities: walking, running, cross-country skiing, snowshoeing, etc.



# Economic Benefits of Trails

(Hike Ontario/TransCanada Trails/U of Waterloo)



- Trails attract tourism and economic benefits for Tehkummah.
- Spin-offs economics supporting restaurants, local businesses, tourist attractions, retail stores and accommodations – rewards from trails.
- The ability to have a “Tehkummah Township” attraction to bring and retain tourists within the township represents a critical infrastructure to support the township’s economic well-being. Attraction for community growth!

- Property values have been shown to increase in proximity to trails as communities recognize them as safe places to be active, healthy and community oriented.
- Overall tourism promotional benefits supporting the economic drivers of Tehkummah Township



- **SBCDA has a mandate, a vested interest in and is engaged in several initiatives to enhance the community of South Bay Mouth and the Township of Tehkummah.**
- **Can the SBCDA in conjunction with the Municipality, work jointly to ensure their long-term viability of the Bowerman Trails? That is our past and current offer!**
- **Trail rehabilitation must use materials that will provide an extended lifespan versus the natural materials originally constructed and initial repair work commenced in 2025. In addition, better signage, trail maps and other efforts would promote the trails and enhance user experience.**
- **Possible grant opportunities/donations could be explored to fund our collective efforts combined with existing funding which should be available...\$377,000 in overall grant funding.**
- **In recent years, it has become apparent that hiking and walking trails have become an integral part of Manitoulin's tourism marketing. Look at many of the Island's trails including the Cup and Saucer, McLean's Park on New England Road, the Bebamikawe Memorial Trail in Wikwemikong, the Alvar Trail at Misery Bay Park and others. Trails have indeed become an integral part of the Manitoulin tourist experience.**
- **The South Bay Mouth Bowerman Trails can be a lasting legacy for users to enjoy while adding to the overall appeal, social and economic benefits for South Baymouth, Tehkummah Township and Manitoulin as a whole.**



## **So What are the “Asks” of Council by the SBCDA?**

**Engage and support the SBCDA in our offers of support to rehabilitate and re-open the South Bay Mouth/Bowerman Trails**

**Provide an accounting of Grant Funds spent/**remaining** to re-commence the required repairs**

**Develop a “Repair Spec” from guidelines from *Ontario’s Best Trails – Guidelines and Best Practices for the Design, Construction and Maintenance of Sustainable Trails for All Ontarians...not the current repair processes underway which are not cost effective and will require early renewal/repairs***



## So What are the “Asks” of Council by the SBCDA?

Research and challenge selected contractor re funds received, work committed, materials purchased and plans to complete **NOW**...and most importantly, provide management oversight of the trails project using a repair spec

If more funding is required, support the SBCDA as a “partner” in accessing funds and donations to rehabilitate and re-open the South Bay Mouth Bowerman Trails



**Questions?**

**Next Steps?**

**Thank You**



February 19, 2026

The Corporation of the Township of Tehkummah  
456 Hwy. 542 A  
Tehkummah, Ontario P0P 2C0

Re: O. Reg. 170 Section 11 & Schedule 22 Annual Reporting under SDWA  
O. Reg 387 Section 9 Annual Reporting under OWRA  
For the South Baymouth Water Treatment Plant  
Waterworks No.: 220008426

Dear Township of Tehkummah;

Attached are the [2025](#) Annual and Summary Reports for the South Baymouth Water System. The Reports are based on information provided by Operators as of [January 27, 2026](#) in accordance with Section 11 and Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act. A confirmation of submission of the PTTW reporting, as required by O.Reg 387, is included as part of the report.

Please note that any Orders that you have received directly from the MECP, or any major expense incurred by the Municipality which is not listed, should be reviewed and added to the report.

As per Schedule 22 of O. Reg. 170/03, this Summary Report is to be provided to the members of the municipal council no later than March 31, [2026](#). Please ensure this distribution occurs.

Section 12 of O. Reg. 170/03, requires both the Summary Report and the Annual Report be made available for inspection by any member of the public during normal business hours, without charge. The reports should be made available for inspection at the office of the municipality or at a location that is reasonably convenient to the users of the water system.

Sincerely,

Sarah Beaulieu  
Process and Compliance Technician  
Ontario Clean Water Agency

Keith Stringer  
Senior Operations Manager  
Ontario Clean Water Agency

# *South Baymouth Water Treatment*

Small Municipal Residential Drinking Water System

*January 1, 2025 – December 31, 2025*

*Reg 170/03 Schedule 22 Summary Report  
Reg 170/03 Section 11 Annual Report  
&  
Reg 387/04 Annual Record of Water Taking*

Prepared by the Ontario Clean Water Agency  
For The Corporation of the Township of Tehkummah





*Drinking-Water System Number:* 220008426  
*Drinking-Water System Name:* South Baymouth Drinking Water System  
*Drinking-Water System Owner:* The Corporation of the Township of Tehkummah  
*Drinking-Water System Category:* Small Municipal Residential

## **SECTION 1: INTRODUCTION**

This document is prepared in accordance with Section 11 and Schedule 22 of O.Reg.170/03 under the Safe Drinking Water Act and with Section 9 of O.Reg.387/04 under the Ontario Water Resources Act. The reports are prepared by the Ontario Clean Water Agency. Acronyms and definitions can be found at the end of the report.

A copy of the Summary Report must be provided to the members of the municipal council by March 31, 2026.

## **SECTION 2: REQUIREMENTS OF THE REPORTS**

### **Schedule 22 Report**

The report must list the requirements of the Act, the regulations, the system's approval and any order that the system **failed to meet** at any time during the period covered by the report. It must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

For the purpose of enabling the owner of the system to assess the rated capability of their system to meet existing and future planned water uses, the following information is required to be included in this report:

- A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows.
- A comparison of the summary to the rated capacity and flow rates approved in the systems approval.

### **Section 11 Report**

The annual report must contain the following:

- A brief description of the drinking water system and a list of chemicals used by the system.
- A description of any major expenses incurred during the period covered by the report to install, repair or replace required equipment.
- A summary of all adverse water quality incidents (AWQI) reported to the Ministry
- A summary of corrective actions taken in response all AWQIs
- A summary of all test results required under the regulation, under an approval, municipal drinking water licence or order, including an OWRA order.
- A statement of where a Schedule 22 report will be available for inspection.

The report must be prepared not later than February 28<sup>th</sup> of the following year.

### **Regulation 387 Report**

On or before March 31<sup>st</sup> in every year, every holder of a permit to take water (PTTW) shall submit to a Director the data collected and recorded for the previous year.

A record of annual water taking can be found in [Appendix A](#).



**SECTION 3: SCHEDULE 22 REPORT**

**Flows - Treated**

In accordance with the Municipal Drinking Water License (MDWL), the South Baymouth WTP shall not be operated to exceed a maximum flow of 467 m<sup>3</sup>/d to the distribution system.

The daily treated water maximum flow was 62.80 m<sup>3</sup> in June and represents 13% of capacity. In 2025, the total volume of water sent to the distribution system was 7,698.70 m<sup>3</sup>.

The quantity of treated water supplied during the reporting period **did not** exceed the rated maximum capacity.

<i>TREATED WATER FLOW DATA</i>					
Month	Total Monthly Flow (m <sup>3</sup> )	Average Flow (m <sup>3</sup> /d)	Maximum Flow (m <sup>3</sup> /d)	Maximum Flow Rate (L/s)	Limit
					Rated Capacity m <sup>3</sup> /d
January	417.70	13.47	17.40	3.66	467
February	376.80	13.46	15.60	3.61	467
March	389.20	12.55	16.60	3.57	467
April	405.00	13.50	19.10	5.25	467
May	814.80	26.28	44.10	4.17	467
June	843.40	28.11	62.80	4.18	467
July	1,065.60	34.37	55.40	14.25	467
August	1,226.40	39.56	50.30	7.42	467
September	807.00	26.90	40.90	4.25	467
October	647.00	20.87	36.60	4.13	467
November	322.90	10.76	26.30	3.93	467
December	382.90	12.35	17.30	3.80	467
Total	7,698.70				
Average		21.02			
Maximum			62.80	14.25	467

**Flows - Raw**

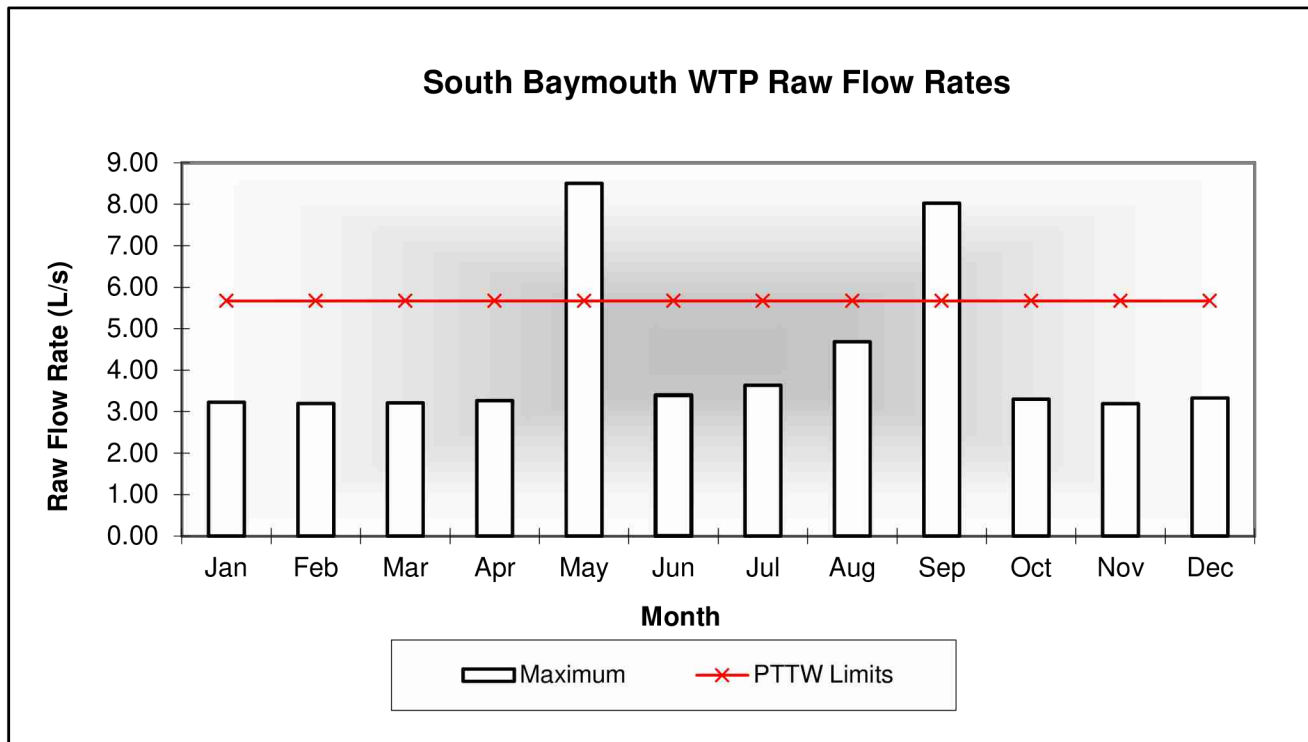
Daily raw maximum instantaneous flow is stated in the PTTW at a maximum rate of flow of 5.67 L/s and a maximum daily volume of 489.6 m<sup>3</sup>/d.

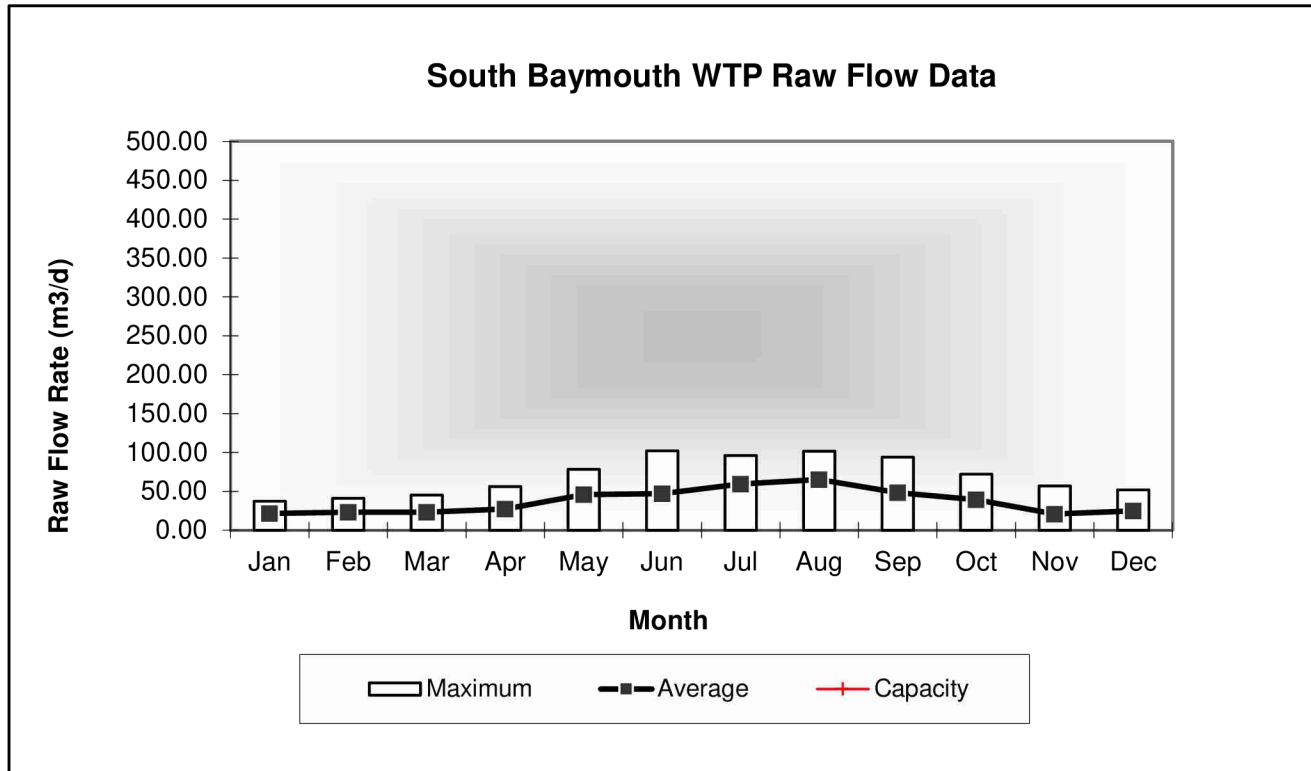
The average monthly raw water flow for this reporting period was 37.09 m<sup>3</sup>/d. The maximum daily flow was 102.00 m<sup>3</sup>/d representing 20.8% of water taking limits. In 2025, the total volume of water taken from the environment was 13,583.20 m<sup>3</sup>.

The quantity of raw water taken **did** exceed the limits stipulated within the PTTW for maximum flow rate (L/s) in May and September. These incidents were due to flushing being performed on the raw water piping as a part of general maintenance.



RAW WATER FLOW DATA - TOTAL ALL SOURCES						
Month	Total Monthly Flow (m <sup>3</sup> )	Average Flow (m <sup>3</sup> /d)	Maximum Flow (m <sup>3</sup> /d)	Maximum Flow Rate (L/s)	Limits	
					L/s (PTTW)	m <sup>3</sup> /d (PTTW)
January	662.50	21.37	37.20	3.23	5.67	489.6
February	647.80	23.14	41.00	3.20	5.67	489.6
March	713.70	23.02	45.10	3.21	5.67	489.6
April	817.70	27.26	56.10	3.27	5.67	489.6
May	1,423.40	45.92	78.30	8.50	5.67	489.6
June	1,412.60	47.09	102.00	3.40	5.67	489.6
July	1,840.30	59.36	96.00	3.64	5.67	489.6
August	2,019.80	65.15	101.50	4.68	5.67	489.6
September	1,445.80	48.19	93.90	8.02	5.67	489.6
October	1,208.50	38.98	72.00	3.30	5.67	489.6
November	624.60	20.82	56.80	3.19	5.67	489.6
December	766.50	24.73	51.80	3.33	5.67	489.6
Total	13,583.20					
Average		37.09				
Maximum			102.00	8.50	5.67	489.6





## Annual Raw Water Review

Raw Water Taking	Total Taking m3/ d	Average Day m3/ d	Max Day m3/ d	Max Day % of PTIW allowable 489.6 m3/ d
2025	13,583.20	37.09	102.00	20.8%
2024	13,946.30	38.08	103.80	21.2%
2023	17,031.90	46.66	188.10	38.4%
2022	15,911.30	43.59	126.54	25.8%
2021	12,667.40	34.71	209.10	43%
2020	13,111.80	35.82	253.10	52%

## System Failures and Corrective Actions

The latest inspection of the drinking water facility took place on [May 28, 2025](#). The facility scored [0/447](#) providing a rating of [100%](#).

AWQIs reported to the Ministry

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A



**SECTION 4: SECTION 11 REPORT**

**Information to be provided**

Population Served <b>50</b>	
Does your Drinking-Water System serve more than 10,000 people?	<b>No</b>
Is your annual report available to the public at no charge on a web site on the Internet?	<b>Yes</b>
Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.	<b>Township of Tehkummah, Municipal Office HWY 542A Tehkummah, Ontario P0P 2C0</b>
Number of Designated Facilities served: <b>0</b>	
Did you provide a copy of your annual report to all Designated Facilities you serve?	<b>NA</b>
Number of Interested Authorities you report to: <b>0</b>	
Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility?	<b>NA</b>
List all Drinking-Water Systems (if any), and their DWS Number which receive all of their drinking water from your system:	<b>N/A</b>
Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?	<b>NA</b>
Indicate how you notified system users that your annual report is available, and is free of charge.	<b>Public access/notice via the web</b>
Indicate if you notified system users that your annual report is available and is free of charge using an alternate method	<b>YES</b>

**Facility Description**

A surface water supply, treatment and storage works facility serving the township of Tehkummah with a rated capacity of 5.4 L/s, consisting of the following: Pre chlorination for the raw water line consisting of one metering pump, disinfection system with two sodium hypochlorite metering pumps, coagulant system consisting of two metering pumps, and a pH adjustment system consisting of two metering pumps and associated day tanks for each chemical. A low lift pumping station consisting of two pumps each rated at 5.4 L/s. A Surface water package treatment plant with the following components: one hydraulic flocculator and a two compartment dual media filter. Stand-by power is supplied by a diesel powered 100 kW generator. Waste water is pumped to the sanitary sewage system.

**Chemicals Used**

Sodium Hypochlorite (12%)	Disinfection
Aluminum Sulphate	Coagulation



## Significant Expenses

Significant expenses incurred to

- Install required equipment
- Repair required equipment
- Replace required equipment

Work Order	Completion Date	Comment
4146073	26-May-25	Alum pump surefeed panel replacement
4553620	14-May-25	Pressure tank 2 bladder replacement

## Adverse Water Quality Incidents

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A

## Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03.

	No. of Samples Collected	Range of E.Coli		Range of Total Coliform Results		Number of HPC Samples	Range of HPC Results	
		Min #	Max #	Min #	Max #		Min #	Max #
Distribution	26	0	0	0	0	26	0	1

## Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03

	No. of Samples Collected for period being reported	Range of Results	
		Minimum	Maximum
Turbidity, On-Line (NTU) - Filt1	8760	0.01	0.54
Free Chlorine Residual, On-Line (mg/L) - TW	8760	0.63	3.25
Free Chlorine Residual, In-House (mg/L) - DW	104	1.20	2.20

## Summary of Inorganic parameters tested during this reporting period or the most recent sample results

TREATED WATER	Sample Date (yyyy/mm/dd)	Sample Result	MAC	No. of Exceedances	
				MAC	1/2 MAC
Antimony: Sb (ug/L) - TW	2025/02/03	< MDL 0.6	6	No	No
Arsenic: As (ug/L) - TW	2025/02/03	< MDL 0.2	10	No	No
Barium: Ba (ug/L) - TW	2025/02/03	11.8	1000	No	No
Boron: B (ug/L) - TW	2025/02/03	13	5000	No	No
Cadmium: Cd (ug/L) - TW	2025/02/03	0.003	5	No	No
Chromium: Cr (ug/L) - TW	2025/02/03	0.28	50	No	No
Mercury: Hg (ug/L) - TW	2025/02/03	< MDL 0.01	1	No	No
Selenium: Se (ug/L) - TW	2025/02/03	0.06	50	No	No
Uranium: U (ug/L) - TW	2025/02/03	0.014	20	No	No



TREATED WATER	Sample Date (yyyy/mm/dd)	Sample Result	MAC	No. of Exceedances	
				MAC	1/2 MAC
Fluoride (mg/L) - TW	2025/02/03	< MDL 0.06	1.5	No	No
Nitrate : (mg/L) - TW	2025/02/03	0.277	10	No	No
Nitrate : (mg/L) - TW	2025/04/14	0.268	10	No	No
Nitrate : (mg/L) - TW	2025/07/21	0.207	10	No	No
Nitrate : (mg/L) - TW	2025/10/20	0.188	10	No	No
Nitrite : (mg/L) - TW	2025/02/03	< MDL 0.003	1	No	No
Nitrite : (mg/L) - TW	2025/04/14	< MDL 0.003	1	No	No
Nitrite : (mg/L) - TW	2025/07/21	< MDL 0.003	1	No	No
Nitrite : (mg/L) - TW	2025/10/20	< MDL 0.003	1	No	No
Sodium / Na (mg/L) - TW	2025/02/03	9.94	20*	No	No

\*There is no "MAC" for Sodium. The aesthetic objective for sodium in drinking water is 200 mg/L. The local Medical Officer of Health should be notified when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets.

### Summary of Lead testing under Schedule 15.1 during this reporting period

Location Type	Number of Samples	Range of Results		MAC (ug/L)	Number of Exceedances
		Minimum	Maximum		
Distribution - Lead Results (ug/L)	n/a	n/a	n/a	10	0
Distribution - Alkalinity (mg/L)	2	66	70	n/a	n/a
Distribution - pH In-House	2	7.10	7.21	n/a	n/a

### Summary of Organic parameters sampled during this reporting period or the most recent sample results

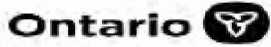
TREATED WATER	Sample Date (yyyy/mm/dd)	Sample Result	MAC	Number of Exceedances	
				MAC	1/2 MAC
1,1-Dichloroethylene (ug/L)-TW	2025/02/03	< MDL 0.33	14	No	No
1,2-Dichlorobenzene (ug/L)-TW	2025/02/03	< MDL 0.41	200	No	No
1,2-Dichloroethane (ug/L)-TW	2025/02/03	< MDL 0.35	5	No	No
1,4-Dichlorobenzene (ug/L)-TW	2025/02/03	< MDL 0.36	5	No	No
2,3,4,6-Tetrachlorophenol (ug/L)-TW	2025/02/03	< MDL 0.2	100	No	No
2,4,6-Trichlorophenol (ug/L)-TW	2025/02/03	< MDL 0.25	5	No	No
2,4-Dichlorophenol (ug/L)-TW	2025/02/03	< MDL 0.15	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D) (ug/L)-TW	2025/02/03	< MDL 0.19	100	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA) (ug/L)-TW	2025/02/03	< MDL 0.12	100	No	No
Alachlor (ug/L) -TW	2025/02/03	< MDL 0.02	5	No	No
Atrazine + N-dealkylated metabolites (ug/L)-TW	2025/02/03	< MDL 0.01	5	No	No
Azinphos-methyl (ug/L)-TW	2025/02/03	< MDL 0.05	20	No	No



Benzene (ug/L)-TW	2025/02/03	< MDL 0.32	1	No	No
Benzo(a)pyrene (ug/L)-TW	2025/02/03	< MDL 0.004	0.01	No	No
Bromoxynil (ug/L)-TW	2025/02/03	< MDL 0.33	5	No	No
Carbaryl (ug/L)-TW	2025/02/03	< MDL 0.05	90	No	No
Carbofuran (ug/L) -TW	2025/02/03	< MDL 0.01	90	No	No
Carbon Tetrachloride (ug/L) -TW	2025/02/03	< MDL 0.17	2	No	No
Chlorpyrifos (ug/L) -TW	2025/02/03	< MDL 0.02	90	No	No
Diazinon (ug/L)-TW	2025/02/03	< MDL 0.02	20	No	No
Dicamba (ug/L)-TW	2025/02/03	< MDL 0.2	120	No	No
Dichloromethane (Methylene Chloride) (ug/L)-TW	2025/02/03	< MDL 0.35	50	No	No
Diclofop-methyl (ug/L)-TW	2025/02/03	< MDL 0.4	9	No	No
Dimethoate (ug/L)-TW	2025/02/03	< MDL 0.06	20	No	No
Diquat (ug/L)-TW	2025/02/03	< MDL 1	70	No	No
Diuron (ug/L)-TW	2025/02/03	< MDL 0.03	150	No	No
Glyphosate (ug/L)-TW	2025/02/03	< MDL 1	280	No	No
Malathion (ug/L)-TW	2025/02/03	< MDL 0.02	190	No	No
Metolachlor (ug/L)-TW	2025/02/03	< MDL 0.01	50	No	No
Metribuzin (ug/L)-TW	2025/02/03	< MDL 0.02	80	No	No
Monochlorobenzene (Chlorobenzene) (ug/L)-TW	2025/02/03	< MDL 0.3	80	No	No
Paraquat (ug/L)-TW	2025/02/03	< MDL 1	10	No	No
PCB (ug/L)-TW	2025/02/03	< MDL 0.04	3	No	No
Pentachlorophenol (ug/L)-TW	2025/02/03	< MDL 0.15	60	No	No
Phorate (ug/L)-TW	2025/02/03	< MDL 0.01	2	No	No
Picloram (ug/L)-TW	2025/02/03	< MDL 1	190	No	No
Prometryne (ug/L)-TW	2025/02/03	< MDL 0.03	1	No	No
Simazine (ug/L)-TW	2025/02/03	< MDL 0.01	10	No	No
Terbufos (ug/L)-TW	2025/02/03	< MDL 0.01	1	No	No
Tetrachloroethylene (ug/L)-TW	2025/02/03	< MDL 0.35	10	No	No
Triallate (ug/L) -TW	2025/02/03	< MDL 0.01	230	No	No
Trichloroethylene (ug/L)-TW	2025/02/03	< MDL 0.44	5	No	No
Trifluralin (ug/L)-TW	2025/02/03	< MDL 0.02	45	No	No
Vinyl Chloride (ug/L)-TW	2025/02/03	< MDL 0.17	1	No	No
<b>DISTRIBUTION WATER</b>					
Trihalomethane: Total (ug/L) Annual Average - DW	2025/12/31	22.9	100.00	No	No
HAA Total (ug/L) Annual Average – DW	2025/12/31	16.7	80.00	No	No

## SECTION 5: RAW WATER SUBMISSIONS

Raw water flows were submitted to the Ministry on January 26, 2026.



Location: [WTRS](#) / [WT DATA](#) / [Edit Submitted WT Records](#)

WTRS-WT-008

**Water Taking Data submitted successfully.**

**Confirmation:**

Thank you for submitting your water taking data online.

Permit Number: 3320-A4NK44

Permit Holder: THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH.

Received on: Jan 26, 2026 6:57 AM

This confirmation indicates that your data has been received by the Ministry, but should not be construed as acceptance of this data if it differs from that specified on the Permit Number, assigned to the Permit Holder stated above.

[Return to Main Page](#)

TOWN2 TEHKUMMAH2 | 2026/01/26

version: v5.0.0.01 (build#: 28)

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## SECTION 6: CONCLUSION

The [South Baymouth WTP](#) delivers water that, in all its treated and distribution samples, indicates the water to be free of bacteriological contamination.

Based on information available for the [2025](#) operating year, the [South Baymouth WTP](#) was able to meet the demand of water use without exceeding the PTTW m<sup>3</sup>/d allowance or the MDWL. However the PTTW L/s was exceeded May and September. These incidents were due to flushing being performed on the raw water piping as a part of general maintenance.



**List of Acronyms and Definitions**

Alkalinity	The capacity of water for neutralizing an acid solution
AWQI	Adverse Water Quality Incident- when a water sample test result exceeds the Ontario Drinking Water Quality Standards
Backwash	Water pumped backwards to clean filters
BWA	Boil Water Advisory; Issued when risk of contamination is possible in drinking water
CFU	Colony Forming Units
Chlorine Residual	A low level of chlorine remaining in water after disinfection occurs
DW	Distribution Water
DWA	Drinking Water Advisory; Issued when water cannot be consumed by any means
DWWP	Drinking Water Works Permit - provides a description of the overall system
E.Coli	Bacteria used as indicators to measure the degree of pollution and sanitary quality of water
GUDI 170/03	Groundwater Under Direct Influence – Considered to be surface water under O.Reg
HPC	Heterotrophic Plant Count
L/s	Litres per Second
m <sup>3</sup> /d	Cubic Metres per Day
MAC	Maximum Acceptable Concentration
MDL	Minimum Detection Level
MDWL requirements	Municipal Drinking Water Licence - relates to the operation and performance
mg/L	Miligrams per Litre
Ministry	Ministry of the Environment, Conservation and Parks
MECP	Ministry of the Environment, Conservation and Parks
NDOGN	No Data: Overgrown with Non Target Bacteria
NDOGT	No Data: Overgrown with Target Bacteria
O.Reg	Ontario Regulation
PTTW water	Permit to Take Water – Permit which allows water taking from groundwater or surface water
RW	Raw Water
TC	Total Coliforms
TSS	Total Suspended Solids
Turbidity	Cloudiness or haziness of water
TW	Treated Water



# Appendix A

## Raw Water Flows

**Ontario Clean Water Agency**  
**Annual Water Taking and Transfer Report**

From 1/1/2025 To 12/31/2025

Facility: SOUTH BAYMOUTH DRINKING WATER SYSTEM - 5683  
 Tag: Flow: Sum(m<sup>3</sup>/d)  
 Tag Group: Raw Water

Permit#: 3320-A4NK44	Coordinate Zone:
Source Name: Lake Huron	Easting:
Source: Lake	Northing:
Type:	Method deter:
Purpose: Municipal	

Date Measured	Value (m <sup>3</sup> /d)	Value(Liters)
01/01/2025	19.1000	19100.0004
02/01/2025	37.2000	37200.0008
03/01/2025	12.0000	12000.0000
04/01/2025	36.3000	36299.9992
05/01/2025	21.2000	21200.0008
06/01/2025	15.8000	15800.0002
07/01/2025	16.1000	16100.0004
08/01/2025	30.2000	30200.0008
09/01/2025	17.0000	17000.0000
10/01/2025	22.7000	22700.0008
11/01/2025	19.9000	19899.9996
12/01/2025	16.4000	16399.9996
13/01/2025	31.8000	31799.9992
14/01/2025	22.2000	22200.0008
15/01/2025	13.6000	13600.0004
16/01/2025	19.9000	19899.9996
17/01/2025	16.0000	16000.0000
18/01/2025	21.2000	21200.0008
19/01/2025	20.1000	20100.0004
20/01/2025	18.8000	18799.9992
21/01/2025	20.4000	20399.9996
22/01/2025	21.3000	21299.9992
23/01/2025	17.8000	17799.9992
24/01/2025	28.9000	28899.9996
25/01/2025	16.3000	16299.9992
26/01/2025	36.8000	36799.9992
27/01/2025	11.1000	11100.0004
28/01/2025	16.5000	16500.0000

29/01/2025	25.6000	25600.0004
30/01/2025	15.7000	15699.9998
31/01/2025	24.6000	24600.0004
01/02/2025	21.3000	21299.9992
02/02/2025	17.4000	17399.9996
03/02/2025	21.3000	21299.9992
04/02/2025	20.1000	20100.0004
05/02/2025	24.8000	24799.9992
06/02/2025	19.2000	19200.0008
07/02/2025	10.5000	10500.0000
08/02/2025	25.2000	25200.0008
09/02/2025	16.6000	16600.0004
10/02/2025	27.2000	27200.0008
11/02/2025	15.3000	15300.0002
12/02/2025	31.3000	31299.9992
13/02/2025	15.8000	15800.0002
14/02/2025	32.1000	32099.9985
15/02/2025	26.6000	26600.0004
16/02/2025	38.0000	38000.0000
17/02/2025	18.5000	18500.0000
18/02/2025	21.1000	21100.0004
19/02/2025	16.6000	16600.0004
20/02/2025	41.0000	41000.0000
21/02/2025	28.3000	28299.9992
22/02/2025	27.0000	27000.0000
23/02/2025	15.8000	15800.0002
24/02/2025	26.6000	26600.0004
25/02/2025	15.5000	15500.0000
26/02/2025	28.3000	28299.9992
27/02/2025	20.7000	20700.0008
28/02/2025	25.7000	25700.0008
01/03/2025	26.4000	26399.9996
02/03/2025	42.0000	42000.0000
03/03/2025	8.0000	8000.0000
04/03/2025	25.4000	25399.9996
05/03/2025	40.7000	40700.0008
06/03/2025	7.0000	7000.0000
07/03/2025	28.1000	28100.0004
08/03/2025	15.8000	15800.0002
09/03/2025	45.1000	45099.9985
10/03/2025	10.6000	10600.0004
11/03/2025	16.1000	16100.0004
12/03/2025	26.5000	26500.0000
13/03/2025	16.4000	16399.9996

14/03/2025	25.4000	25399.9996
15/03/2025	27.3000	27299.9992
16/03/2025	16.1000	16100.0004
17/03/2025	24.6000	24600.0004
18/03/2025	30.8000	30799.9992
19/03/2025	27.8000	27799.9992
20/03/2025	16.0000	16000.0000
21/03/2025	16.6000	16600.0004
22/03/2025	16.2000	16200.0008
23/03/2025	26.7000	26700.0008
24/03/2025	27.4000	27399.9996
25/03/2025	15.7000	15699.9998
26/03/2025	23.6000	23600.0004
27/03/2025	28.6000	28600.0004
28/03/2025	15.4000	15399.9996
29/03/2025	25.8000	25799.9992
30/03/2025	25.7000	25700.0008
31/03/2025	15.9000	15899.9996
01/04/2025	23.9000	23899.9996
02/04/2025	24.8000	24799.9992
03/04/2025	26.5000	26500.0000
04/04/2025	14.0000	14000.0000
05/04/2025	26.0000	26000.0000
06/04/2025	24.7000	24700.0008
07/04/2025	26.8000	26799.9992
08/04/2025	16.2000	16200.0008
09/04/2025	18.7000	18700.0008
10/04/2025	25.8000	25799.9992
11/04/2025	3.6000	3599.9999
12/04/2025	27.6000	27600.0004
13/04/2025	16.1000	16100.0004
14/04/2025	27.6000	27600.0004
15/04/2025	25.3000	25299.9992
16/04/2025	25.7000	25700.0008
17/04/2025	56.1000	56099.9985
18/04/2025	16.7000	16700.0008
19/04/2025	27.3000	27299.9992
20/04/2025	39.2000	39200.0008
21/04/2025	21.0000	21000.0000
22/04/2025	41.6000	41599.9985
23/04/2025	20.4000	20399.9996
24/04/2025	24.6000	24600.0004
25/04/2025	31.2000	31200.0008
26/04/2025	52.1000	52099.9985

27/04/2025	27.1000	27100.0004
28/04/2025	10.9000	10899.9996
29/04/2025	53.8000	53799.9992
30/04/2025	42.4000	42400.0015
01/05/2025	26.5000	26500.0000
02/05/2025	23.5000	23500.0000
03/05/2025	52.1000	52099.9985
04/05/2025	28.5000	28500.0000
05/05/2025	20.4000	20399.9996
06/05/2025	35.1000	35099.9985
07/05/2025	49.9000	49900.0015
08/05/2025	17.4000	17399.9996
09/05/2025	45.1000	45099.9985
10/05/2025	43.4000	43400.0015
11/05/2025	45.3000	45299.9992
12/05/2025	37.9000	37900.0015
13/05/2025	29.8000	29799.9992
14/05/2025	38.3000	38299.9992
15/05/2025	43.8000	43799.9992
16/05/2025	78.3000	78300.0031
17/05/2025	59.1000	59099.9985
18/05/2025	65.3000	65300.0031
19/05/2025	53.3000	53299.9992
20/05/2025	75.7000	75699.9969
21/05/2025	69.1000	69099.9985
22/05/2025	70.8000	70800.0031
23/05/2025	65.4000	65400.0015
24/05/2025	47.5000	47500.0000
25/05/2025	37.1000	37099.9985
26/05/2025	45.9000	45900.0015
27/05/2025	49.3000	49299.9992
28/05/2025	45.2000	45200.0008
29/05/2025	35.4000	35400.0015
30/05/2025	43.1000	43099.9985
31/05/2025	45.9000	45900.0015
01/06/2025	35.3000	35299.9992
02/06/2025	45.0000	45000.0000
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05/06/2025	93.7000	93699.9969
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09/06/2025	39.0000	39000.0000

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11/06/2025	41.2000	41200.0008
12/06/2025	43.0000	43000.0000
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14/06/2025	40.7000	40700.0008
15/06/2025	17.5000	17500.0000
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24/06/2025	43.5000	43500.0000
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02/07/2025	54.3000	54299.9992
03/07/2025	45.7000	45700.0008
04/07/2025	68.2000	68199.9969
05/07/2025	63.6000	63599.9985
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08/07/2025	55.5000	55500.0000
09/07/2025	34.5000	34500.0000
10/07/2025	50.6000	50599.9985
11/07/2025	70.2000	70199.9969
12/07/2025	44.4000	44400.0015
13/07/2025	69.8000	69800.0031
14/07/2025	62.6000	62599.9985
15/07/2025	62.2000	62200.0008
16/07/2025	33.7000	33700.0008
17/07/2025	76.1000	76099.9985
18/07/2025	51.6000	51599.9985
19/07/2025	34.8000	34799.9992
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23/07/2025	65.9000	65900.0015

24/07/2025	43.9000	43900.0015
25/07/2025	50.7000	50700.0008
26/07/2025	58.9000	58900.0015
27/07/2025	85.5000	85500.0000
28/07/2025	50.6000	50599.9985
29/07/2025	38.9000	38900.0015
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10/08/2025	64.5000	64500.0000
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12/08/2025	28.8000	28799.9992
13/08/2025	72.9000	72900.0015
14/08/2025	66.9000	66900.0015
15/08/2025	85.5000	85500.0000
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19/08/2025	57.5000	57500.0000
20/08/2025	55.3000	55299.9992
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02/09/2025	62.2000	62200.0008
03/09/2025	32.5000	32500.0000
04/09/2025	53.2000	53200.0008
05/09/2025	32.7000	32700.0008

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09/09/2025	55.8000	55799.9992
10/09/2025	50.1000	50099.9985
11/09/2025	35.7000	35700.0008
12/09/2025	63.9000	63900.0015
13/09/2025	45.6000	45599.9985
14/09/2025	69.6000	69599.9985
15/09/2025	42.3000	42299.9992
16/09/2025	49.0000	49000.0000
17/09/2025	93.9000	93900.0015
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03/10/2025	51.2000	51200.0008
04/10/2025	34.8000	34799.9992
05/10/2025	64.4000	64400.0015
06/10/2025	39.5000	39500.0000
07/10/2025	62.0000	62000.0000
08/10/2025	30.6000	30600.0004
09/10/2025	50.7000	50700.0008
10/10/2025	62.3000	62299.9992
11/10/2025	38.5000	38500.0000
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13/10/2025	67.2000	67199.9969
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15/10/2025	32.0000	32000.0000
16/10/2025	52.1000	52099.9985
17/10/2025	33.8000	33799.9992
18/10/2025	32.2000	32200.0008
19/10/2025	51.2000	51200.0008

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23/10/2025	60.3000	60299.9992
24/10/2025	9.8000	9800.0002
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04/11/2025	16.5000	16500.0000
05/11/2025	24.2000	24200.0008
06/11/2025	25.4000	25399.9996
07/11/2025	16.1000	16100.0004
08/11/2025	20.5000	20500.0000
09/11/2025	21.0000	21000.0000
10/11/2025	20.9000	20899.9996
11/11/2025	56.8000	56799.9992
12/11/2025	40.7000	40700.0008
13/11/2025	25.9000	25899.9996
14/11/2025	12.7000	12699.9998
15/11/2025	26.7000	26700.0008
16/11/2025	27.3000	27299.9992
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19/11/2025	8.0000	8000.0000
20/11/2025	26.2000	26200.0008
21/11/2025	8.6000	8600.0004
22/11/2025	25.3000	25299.9992
23/11/2025	27.1000	27100.0004
24/11/2025	7.1000	7099.9999
25/11/2025	16.3000	16299.9992
27/11/2025	32.7000	32700.0008
28/11/2025	9.0000	9000.0000
29/11/2025	15.2000	15199.9998
30/11/2025	26.1000	26100.0004
01/12/2025	5.8000	5800.0002
02/12/2025	25.8000	25799.9992
03/12/2025	26.6000	26600.0004

04/12/2025	8.5000	8500.0000
05/12/2025	16.3000	16299.9992
06/12/2025	21.3000	21299.9992
07/12/2025	26.8000	26799.9992
08/12/2025	9.7000	9699.9998
09/12/2025	22.2000	22200.0008
10/12/2025	26.6000	26600.0004
12/12/2025	25.9000	25899.9996
13/12/2025	13.4000	13399.9996
14/12/2025	21.3000	21299.9992
15/12/2025	25.6000	25600.0004
16/12/2025	25.7000	25700.0008
17/12/2025	26.6000	26600.0004
18/12/2025	40.4000	40400.0015
19/12/2025	25.1000	25100.0004
20/12/2025	27.3000	27299.9992
21/12/2025	41.7000	41700.0008
22/12/2025	26.8000	26799.9992
23/12/2025	51.6000	51599.9985
24/12/2025	12.7000	12699.9998
25/12/2025	44.3000	44299.9992
26/12/2025	36.4000	36400.0015
27/12/2025	16.0000	16000.0000
28/12/2025	51.8000	51799.9992
29/12/2025	10.1000	10100.0004
30/12/2025	26.4000	26399.9996
31/12/2025	27.8000	27799.9992

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**UNAPPROVED MINUTES – SECOND MEETING**  
**BOARD OF HEALTH**  
**PUBLIC HEALTH SUDBURY & DISTRICTS**  
**BOARDROOM, LEVEL 3**  
**THURSDAY, FEBRUARY 19, 2026 – 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Robert Barclay  
Michel Brabant  
Natalie Labbé  
Abdullah Masood

Amy Mazey  
Ken Noland  
Michel Parent (joined at 2pm)  
Mark Signoretti

Natalie Tessier  
Tom Trainor

**BOARD MEMBERS REGRET**

Ryan Anderson

Renée Carrier

Angela Recollet

**STAFF MEMBERS PRESENT**

Kathy Dokis  
Stacey Gilbeau  
Renée Higgins  
M. Mustafa Hirji

Stacey Laforest  
Rachel Quesnel, Recorder  
Renée St Onge

Chidubem Okechukwu (NOSMU Resident)

**M. SIGNORETTI PRESIDING**

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

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

- Lieutenant Governor appointment to the Board of Health for Public Health Sudbury & Districts, Tom Trainor, dated January 15, 2026

Tom Trainor, was welcomed at his first Board of Health meeting.

**2. ROLL CALL**

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

The agenda package was pre-circulated.

#### **4. DELEGATION/PRESENTATION**

##### **i) 2025 Year-In Review**

- Stacey Laforest, Director, Health Protection Division
- Kathy Dokis, Director, Indigenous Public Health
- Stacey Gilbeau, Director, Health Promotion and Vaccine Preventable Diseases Division and Chief Nursing Officer
- M. Mustafa Hirji, Medical Officer of Health and Chief Executive Officer

Dr. Hirji and Directors, Kathy Dokis, Stacey Gilbeau, and Stacey Laforest, presented a year in-review highlighting a few examples of Public Health Sudbury & Districts' impact through work undertaken during 2025 including the measles outbreak response, efforts to improve vaccine coverage, initiatives for safe and affordable housing, and internal anti-racism work. The team emphasized the importance of steady and consistent work over multiple years, trust-building, and platforming marginalized voices. The end-of-year report will be published and shared publicly via phsd.ca.

Questions and comments were entertained relating Public Health Sudbury & Districts higher than provincial average vaccination rates for seven-year-old students, and variances in uptake for individual measles, mumps and rubella vaccinations. The presenters were thanked for the information.

#### **5. CONSENT AGENDA**

##### **i) Minutes of Previous Meeting**

- a. First Meeting – January 15, 2026

##### **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, February 2026

##### **v) Correspondence**

- a. Highway Safety in Northern Ontario
  - Letter from Northeastern Public Health Board of Health Chair to the Prime Minister and Premier of Ontario, dated January 14, 2026

- b. Ministry Appointments – Public Health Sudbury & Districts Medical Officer of Health and Associate Medical Officer of Health
  - Letter from the Deputy Premier and Minister of Health to the Board of Health Chair for Public Health Sudbury & Districts Re: Appointment of Dr. Mustafa Hirji, Medical Officer of Health dated February 5, 2026
  - Letter from the Deputy Premier and Minister of Health to the Board of Health Chair for Public Health Sudbury & Districts Re: appointment of Dr. Emily Groot, Associate Medical Officer of Health dated February 5, 2026

**vi) Items of Information**

- a. None

The Board was pleased to hear that the Minister of Health has officially approved appointments of Dr. Hirji as Medical Officer of Health and Dr. Groot as Associate Medical Officer of Health for Public Health Sudbury & Districts. Congratulations were extended to both Dr. Hirji and Dr. Groot and that *Acting* can now be removed from their titles.

Given the ALPHa Winter Symposium occurred after the February 19 Board agenda package was released, MM Hirji provided an overview of sessions from the Symposium and some key highlights for a session on government relations. R. Barclay who also attended the Symposium shared that the Symposium was worthwhile and included many compelling public health messages.

**14-26 APPROVAL OF CONSENT AGENDA**

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

**CARRIED**

**6. NEW BUSINESS**

**i) Follow-up to Inquiry on 2026–2028 Risk Management Plan Regarding High Risk Items with Minimal Mitigation from Controls**

- Briefing Note from the Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated February 12, 2026

In follow-up to the Board's approval of the 2026-2028 Risk Management Plan at the January 15, 2026, Board meeting, an additional report was shared at the Board's request regarding the six areas of risks where both the initial inherent and the expected residual risk remained in the highest risk category. Board members wished to understand the details around the six risk areas.

The briefing note describes why these risks are beyond our control and the challenges to further mitigate. M.M. Hirji reviewed each of the six risks, their inherent risk ratings and

residual risk ratings as well as the challenges to further mitigate each risk given these risks stem from large-scale systemic, structural, or external forces. These risks are documented within the Risk Management Plan to provide transparency on the risks that will affect the organization in the next three years.

Questions and comments were entertained, and Board members appreciated the explanations. Given that these challenges cannot be resolved through local operational controls alone, it was recommended that a letter be prepared to be sent to the provincial government from the Board Chair advocating for change.

**ii) Healthy Smiles Ontario Fee Schedule and the Impacts on Access to Dental Care for Children and Youth**

- Briefing Note from the Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated February 12, 2026

The Board received a briefing note regarding the Healthy Smiles Ontario (HSO) program and the impacts of the current provincial fee schedule on access to dental care for children and youth. M.M. Hirji shared that HSO is a provincial dental program that funds preventive and emergency dental services for children and youth 17 years old and under from Ontario households who qualify based on income eligibility requirements. Untreated dental disease in children contributes to pain, disrupted eating and sleeping, impacts school performance, and could have longer-term health consequences. Dental caries remain one of the leading causes of pediatric day surgery requiring general anesthesia, underscoring the importance of early prevention and timely treatment.

The Medical Officer of Health explained that dental care is almost entirely delivered through private providers, and their participation in public payment programs such as HSO is voluntary. The current HSO *Schedule of Dental Services and Fees* reimburses dental providers at rates significantly below the Ontario Dental Association (ODA) Suggested Fee Guide, estimated at approximately 40 cents on the dollar. As a result, dental offices are unable or unwilling to accept HSO clients, and the local public health referral list of dentists accepting HSO clients has declined to the point where no providers are routinely accepting new HSO-only patients. While the federal Canadian Dental Care Plan (CDCP) has improved access for some families, it does not cover all children, particularly newcomers, families who have not filed income taxes, or those with minimal private insurance. Even when CDCP coverage is available, out-of-pocket costs may still present barriers.

Board members were advised of the results of a comprehensive recent survey of local dental providers, which found that 25% would be willing accept HSO as the primary coverage without supplementation, with an additional proportion accepting HSO when coordinated with the CDCP. Some providers indicated they would be more willing to participate if HSO reimbursement rates were increased or supplemented. The Board discussed the importance of advocacy to address the growing gap between HSO fees and

the ODA Suggested Fee Guide, noting that inflation has further widened this gap over time. It was proposed that advocacy efforts include direct communication with the Ministry of Health, as well as collaboration with other public health agencies and provincial partners to strengthen a coordinated request for improved reimbursement rates.

Questions and comments were entertained. It was clarified that, on average, the CDCP reimburses at 80% of ODA guidelines.

**15-26 HEALTHY SMILES ONTARIO FEE SCHEDULE AND THE IMPACTS IT HAS ON ACCESS TO DENTAL CARE FOR CHILDREN AND YOUTH**

**MOVED BY TESSIER - BARCLAY: WHEREAS children and youth in Ontario face significant barriers in accessing dental care through the Healthy Smiles Ontario (HSO) program due to a fee-schedule that result in reduced provider participation; and**

**WHEREAS acceptance of HSO is at the discretion of individual dental providers, and many offices choose not to participate because reimbursement rates under the HSO Schedule of Dental Services and Fees are substantially lower than the 2025 Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners; and**

**WHEREAS delayed or untreated dental issues can lead to pain, impaired concentration and school performance, disrupted eating and sleeping patterns, permanent tooth damage, the need for surgery under anesthesia, and in the most severe cases, life-threatening conditions; and**

**WHEREAS early prevention and detection significantly improve health outcomes and reduce strain on the healthcare system;**

**THEREFORE BE IT RESOLVED THAT the Board of Health requests that the Ministry of Health increase reimbursement rates outlined in the Healthy Smiles Ontario (HSO) Schedule of Dental Services and Fees for dentist providers, so that they align with the 2026 Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners, in order to encourage provider participation in HSO and improve access to care for children and youth; and**

**FURTHER THAT the Board directs the Medical Officer of Health to engage in both cross-agency collaboration with other local public health agencies and agency-level advocacy to strengthen the case for improved HSO fee scheduling.**

**CARRIED UNANIMOUSLY**

**iii) Accountability Monitoring Plan Report**

– 2025 Accountability Monitoring Plan Report

Accountability monitoring reports demonstrate how Public Health Sudbury & Districts has achieved provincial mandates and local commitments and demonstrates the alignment between work done under the Strategic Priorities and its Risk Management Plan. The results presented in the 2025 Accountability Monitoring Report illustrate continued progress on Public Health’s requirements, with a particular focus on the operationalization of the agency’s 2024–2028 Strategic Plan.

It was pointed out that some performance for the strategic priorities are reported as N/A for 2024 as criteria for qualifying submissions were created in 2025 and they are no longer comparable to the submissions and data in 2025. The new criteria place a stronger emphasis on demonstrating the outcome and impact of each initiative or activity, ensuring that submissions reflect not just what was done, but the meaningful results achieved

The 2025 Accountability Monitoring Plan Report was reviewed by the Joint Board Staff Accountability Working Group on February 2, 2026. Board membership on the Working Group include R. Carrier, R. Barclay and A. Mazey. Amy Mazey provided an update regarding the Working Group’s review and input into the 2025 Accountability Monitoring Report. The Working Group feedback incorporated into the report presented today was summarized. Highlights which demonstrate progress across all four strategic priorities were provided.

**iv) New format for MOH/CEO Report to the Board**

– Briefing Note from the Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated February 12, 2026

In response to provincial funding not keeping pace with inflation and the need to limit cost impacts on municipalities by prioritizing higher-value work and reducing lower-value activities, it was noted that a new reporting approach is being recommended due to the high cost in staff time to prepare the current report, as well as an opportunity to evolve the report to better support strategic-level governance by the Board. The estimated cost to produce the current report is \$28,000 per year across all Board of Health meetings.

The Board discussed the proposal to change the format of the MOH/CEO Report received at each Board of Health meeting, shifting away from a highly operational report with granular data toward a shorter, more strategic report. Some operational and performance data currently included in the report would instead be posted publicly on phsd.ca. Board members expressed appreciation for the quality and value of the current Board report and noted that the level of staff time invested in its development was unexpected. Members agreed the proposed approach would enhance transparency while avoiding duplication of

the detailed operational information and would better align reporting with the Board's strategic governance role.

The Board voiced its support to move to an outcomes-based report while maintaining some elements such as the *Words for Thought*. If the new format does not meet the needs of the Board, it can be revisited.

**v) Constance Lake Inquest Jury Recommendations**

- Letter and Verdict of Inquest Jury from the Office of the Chief Coroner, Ontario Forensic Pathology Service, Ministry of the Solicitor General, dated January 23, 2026

This correspondence is further to the presentation at the January 15, 2026, Board meeting titled *Inquest into the deaths of Luke Moore, Lorraine Shaganash, Lizzie Sutherland, Mark Ferris, and Douglas Taylor*, where Dr. Groot outlined recommendations from the coroner's inquest into the 2021 blastomycosis outbreak affecting Constance Lake First Nation. A summary document had also been shared outlining nine Coroner recommendations that applied to public health and what Public Health Sudbury & Districts is actioning locally relating to the recommendations.

It was shared for the Board's information that the Coroner's office is now requesting Boards of Health provide input on what they are doing that aligns with the Inquest report. Comments and questions were entertained relating to surveillance relating to pets as one of the recommendations. It was clarified that most recommendations don't relate or impact public health; however, we will prepare our response for the Coroner's office based on the information already compiled listing our local actions relating to the nine recommendations that are specific to public health.

**7. ADDENDUM**

There was no addendum.

**8. ANNOUNCEMENTS**

- February 19, 2026, Board of Health meeting evaluation

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

- Annual Requirements for Board of Health members

Board of Health members were reminded to review the Code of Conduct and Conflict of Interest Policies and Procedures and complete the Code of Conduct and Conflict of Interest declaration forms.

- Next Board of Health Meeting

There is no regular Board of Health meeting in March. The next regular Board of Health meeting will be held on Thursday, April 16, 2026, at 1:30 p.m.

## 9. ADJOURNMENT

### 16-26 ADJOURNMENT

**MOVED BY BRABANT – MAZEY: THAT we do now adjourn. Time: 2:46 p.m.**

**CARRIED**

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

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

Unapproved

December 15, 2025

Public Health Sudbury & Districts  
10 Elm St,  
Sudbury ON  
P3C5N3

Re: 2026 Public Health Sudbury & Districts Budget Presentation

The following resolution was ratified by Council of the City of Greater Sudbury on November 25, 2025:

WHEREAS many health issues are worsening in the community, and there is a growing need for the prevention work undertaken by public health;

AND WHEREAS in 2023 the Ontario government committed to restoring funding for public health units to the level previously provided under the 75 percent provincial / 25 percent municipal cost sharing ratio;

AND WHEREAS in 2026 the Province's share of the 2026 Public Health Sudbury & Districts budget will be 61.6 percent, meaning that municipalities will need to fund \$3.8 million more than their share to make up for the shortfall;

AND WHEREAS the City of Greater Sudbury's share of the \$3.8 million shortfall is \$3.2 million;

THEREFORE BE IT RESOLVED that the City of Greater Sudbury directs that a letter be sent on behalf of the Mayor and Council to the Honourable Doug Ford, Premier of Ontario, the Honourable Sylvia Jones, Minister of Health, and Deborah Richardson, Deputy Minister of Health, to advocate that the Province of Ontario restore funding for public health units to the 75 percent provincial share of the cost-sharing ratio it previously committed to;

AND BE IT FURTHER RESOLVED that a copy of the letter be sent to the Board of Health for Public Health Sudbury & Districts, the Association of Municipalities of Ontario and the Association of Local Public Health Agencies.

Yours truly,



Brigitte Sobush  
Manager of Clerk's Services/Deputy City Clerk  
c. Members of City Council



## Municipal Manager Services

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**From:** Kerry Adams <kerry.adams@ontarioferries.com>  
**Sent:** March-11-24 3:46 PM  
**To:** Barbara Grigg  
**Cc:** Mike St. Amant  
**Subject:** Greetings

Good afternoon, Barbara,

I would like to introduce myself to you. My name is Kerry Adams and I am employed by the Owen Sound Transportation Company as Director of Operations. We operated the Chi-Cheemaun which runs between Tobermory and South Baymouth.

Over the last decade, we've had some fairly big ranges in water level fluctuations on the Great Lakes. In 2013, we were at a very significant low in water levels. It caused the Chi-Cheemaun to not run for the first month while some modifications to the existing docks were completed. Water levels did bounce back significantly, but are now in decline once again.

There is a possibility that if water levels continue to fall, we at OSTC may have to plan on dredging the entrance channel going into South Baymouth in order to maintain ferry service to Manitoulin.

Our hope is to let all stakeholders know of this potential dredging in the next few years. We plan to have an underwater survey of depth to indicate problem areas that we may have to correct in order to maintain ferry service.

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

Best regards,

Kerry Adams  
Director of Marine Services  
Owen Sound Transportation Company

**LICENCE AGREEMENT**

**THIS AGREEMENT** made in duplicate as of July 1, 2025.

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(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 Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence:

(a)	<b>Address of Licensed Premises:</b>	Tehkummah Patrol Yard, Highway 542, Tehkummah, Ontario
(b)	<b>Area of the Licensed Premises</b>	Nine Hundred and Seventy-Six (976) square feet (B11895)
(c)	<b>Licence Fee:</b>	Eight Hundred and Nineteen Dollars and Eighty-Four Cents (\$819.84), per annum, plus applicable taxes, calculated based on a rate of Eighty-Four Cents (\$0.84) per square foot, payable upon receipt of an invoice.
(d)	<b>Term</b>	Five (5) years
(e)	<b>Commencement Date:</b>	July 1, 2025
(f)	<b>Address of Licensor:</b>	<p>Ontario Infrastructure and Lands Corporation 3767 Highway 69 South, Suite 9 Sudbury, Ontario P3G 0A7 Attention: Vice President, Real Estate Operations Fax: (705) 564-7570 Email: REOpsnotices@infrastructureontario.ca</p> <p><u>With a copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal (Leasing and Contract Management) Fax: (416) 327-3376 Email: LeasingNotices@infrastructureontario.ca</p> <p><u>And an additional copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation c/o BGIS 4175 14th Avenue Markham, Ontario L3R 0J2 Attention: IO Lease Administration Fax: (416) 860-3462</p>

	By Email: IOMleaseAdmin@bgis.com
(g) <b>Address of Licensee:</b>	The Corporation of the Township of Tehkummah 456 Highway 542A, P.O. Box 24 Tehkummah, Ontario P0P 2C0 Attention: Deputy Clerk/Administrator Fax: N/A Tel: N/A Email: deputyclerk.administrator@tehkummah.ca
(h) <b>Termination</b>	The parties to this Licence 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.
(i) <b>Additional Costs</b>	The Licensee shall be solely responsible for all costs, expenses, charges, and outlays of any nature or kind whatsoever arising from, relating to, or in any way connected with the Lands or the Licensee's use or occupation thereof. Such responsibility includes, without limitation, any amounts incurred in connection with maintenance, repairs, services, utilities, compliance with applicable laws, and any other obligations associated with the Licensee's activities on the Lands.
(j) <b>Make Good (Restoration Clause)</b>	The Licensee shall be required to make good the Licensed Premises and associated Lands upon the expiration or early termination of this agreement at its sole cost and expense to the Licensor's sole satisfaction.

**WHEREAS:**

- A. The Licensor has jurisdiction and control of the building known municipally as Tehkummah Patrol Yard on Highway 542 in the Township of Tehkummah, Ontario (the "Site"), erected on the lands having the legal description set out in Schedule A attached hereto (the "Lands").
- B. The Licensee previously occupied the premises pursuant to a license agreement dated July 1, 2019. For the period from July 1, 2024 to June 30, 2025, the Licensee remained in the premises on an overhold month-to-month basis.
- C. The parties hereto have agreed that the Licensee shall have the right, to utilize the entire building located on the Site, subject to the terms and conditions of this licence agreement (the "Licence").

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual covenants and undertaking herein contained and expressed, it is agreed among the parties as follows:

**1. Definitions**

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

**"Business Day"** means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

**"Digital Data"** means data that is required to be released to the public pursuant to the Digital and Data Directive."

**"Digital and Data Directive"** means the Management Board of Cabinet's Digital and Data Directive, published on January 29, 2021, as amended from time to time."

**"OILC"** means the Ontario Infrastructure and Lands Corporation.

**“Realty Taxes”** means all taxes, rates, duties, charges, levies and assessments whatsoever in the nature of realty taxes, whether municipal, provincial or federal charged or levied upon the building and the Lands appurtenant thereto, or upon the Licensor on account thereof, including all taxes, rates, duties, levies and assessments for local improvements, education and schools and all taxes, grants or assessments which may in the future be levied in lieu of Realty Taxes, and shall include any tax paid by the Licensee which was attracted by the Licensees' improvements, any tax such as personal and corporate income taxes, business taxes, capital tax, profits or excess profits taxes assessed upon the income of the Licensor, excise tax, value-added tax, sales tax, goods and services tax, business transfer tax, any and all impost charges or any other tax or assessment which is personal to the Licensor, any interest or penalties for late payment of Realty Taxes, and any other charges included in the tax bill that are not Realty Taxes. Should the Licensee undertake any improvements which result in an increase in Realty Taxes, the Licensee shall be liable to pay any portion of any increase in Realty Taxes levied as a result of such improvements; and

**“Sales Taxes”** means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the licence of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

## **2. Grant of License**

The Licensor grants to the Licensee a licence to use the building located on the Site, as shown highlighted in yellow on the sketch attached as Schedule B (the **“Licensed Premises”**). The Licensed Premises are deemed to comprise nine hundred and seventy-six (976) square feet and are identified as building number B11895 (the **“Area of the Licensed Premises”**). The Licensed Premises may be used for the storage of road maintenance equipment and supplies (the **“Use”**). This licence includes the right to bring onto the Licensed Premises such personnel, materials, and equipment as are reasonably required for the Use. The Licensee accepts the Licensed Premises and any equipment therein on an “as is, where is” basis.

## **3. Term**

The Licensee shall be permitted to use the Licensed Premises in accordance with the terms hereof for a period of five (5) years commencing July 1, 2025, and ending on June 30, 2030 (the **“Term”**). There will be no renewal or overholding of this Licence, unless agreed to by the parties in writing.

Provided that the Licensee is not then in default, then the Licensee shall be entitled to extend the Licence for one (1) further term of five (5) years (the **“First Extension Term”**). The First Extension Term shall be upon the same terms and conditions of this Licence except that there shall be no further right of extension and except for the Licence Fee, which shall for the First Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the First Extension Term (provided that the Licence Fee for the First Extension Term shall not be less than the Licence Fee payable during the then current Term), or failing such agreement, by arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended, or any successor act thereto. The Licensee shall give written notice to the Licensor of its intention to extend this Licence not less than six (6) months prior to the expiry of the Term.

## **4. Termination**

The parties to this Licence each reserve the right to terminate this Licence 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.

## **5. Licence Fee**

The Licensee covenants to pay to the Licensor, as an annual licence fee during the Term, the sum of Eight Hundred and Nineteen Dollars and Eighty-Four Cents (\$819.84), plus applicable taxes, calculated based on a rate of Eighty-Four Cents (\$0.84) per square foot, payable upon receipt of an invoice.

If the Licensee defaults in the payment of the Licence Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). 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.

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

Ontario Infrastructure and Lands Corporation  
c/o BGIS  
4175 14th Avenue  
Markham, Ontario L3R 0J2  
Attention: IO Lease Administration  
By Email: IOMleaseAdmin@bgis.com

## **6. Covenants of the Licensee**

The Licensee covenants with the Licensor as follows:

### **Section 6.1 Licence Fee**

To pay the Licence Fee in accordance with the provisions of this Licence.

### **Section 6.2 Compliance with Laws**

To comply with all provisions of law including, without limitation, all enactments, by-laws and any regulations of any Authority which relate to the Licensed Premises or to the use or occupation thereof or, if applicable, to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

### **Section 6.3 Rules and Regulations**

The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the management and operation of the Site, 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 Licence.

### **Section 6.4 Security**

To be responsible for security of the Licensed Premises 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, that persons not affiliated with the Licensee are not permitted access to the Licensed Premises or any other portion of the Site during the Term, and that no alcoholic beverages, drugs or other illegal or banned substances are brought upon the Licensed Premises or the Site.

### **Section 6.5 Maintenance**

To maintain, at the Licensee's sole cost and expense, the Licensed Premises and the Site, in a clean and tidy condition, and to deliver up same in a clean and tidy condition at the expiry of the Term.

Upon request of the Licensor, the Licensee shall forthwith reimburse the Licensor for the cost of any clean-up, repair or replacement to the Licensed Premises or any other portion of the Site resulting from the Licensee's use and occupation of the Licensed Premises.

### **Section 6.6 Use**

To use the Licensed Premises for the purpose of the Licensee's Use only as provided for in Section 2 of this Licence, and in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authority having jurisdiction.

The Licensee shall further ensure that all activity which takes place on or in connection with the Use of the Licensed Premises does not in any way reflect improperly on the Government of Ontario, including without limitation, ensuring that all employees, agents or other representatives

of the Licensee are at all times cleanly and neatly clad, orderly and polite in their conduct and their speech.

### **Section 6.7 Compensation for Damage**

To make good any damage to the Licensed Premises and the Site caused by the Licensee, its employees, agents, invitees and those for whom the Licensee, in law, are responsible.

### **Section 6.8 Insurance**

- (a) The Licensee shall, during and throughout the entire Term and at the Licensee's sole cost and expense, take out and keep in full force and effect the following insurance, in the name of the Licensee, with the Licensor added as an additional insured:
  - (i) "All risks" insurance covering the buildings and structures on the Licensed Premises, including the Licensee's equipment and fixtures on or about the Licensed Premises and the Land, for not less than the full replacement costs thereof (with a replacement cost endorsement);
  - (ii) Commercial general liability insurance on an occurrence basis with respect to any use and occupancy of or things on the Licensed Premises and with respect to the use and occupancy of any other part of the Land by the Licensee or any of its servants, agents, employees, invitees, licensees, subtenants or sublicensees, contractors or persons for whom the Licensee is in law responsible, with coverage for any occurrence of not less than Five Million Dollars (\$5,000,000.00) or such higher amount as the Licensor may reasonable require; and
  - (iii) Any other form of insurance as the Licensor, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent licensee would insure.
- (b) Each of the Licensee's insurance policies shall contain:
  - (i) A prior release of the Licensor with the practical effect that the Licensor will have received a waiver of subrogation from the Licensee's insurers with respect to the insurance set forth in Section 6.8(a)(i) above;
  - (ii) An undertaking by the insurer that no material change adverse to the Licensor or the Licensee will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' prior written notice to the Licensor; and
  - (iii) A severability of interest clause and a cross-liability clause.
- (c) The Licensee shall provide the Licensor with a certificate of insurance (the "**Insurance Certificate**"), executed by the underwriting insurance company, certifying that the Licensee's insurance policies are in good standing and in compliance with the Licensee's obligations hereunder. Certificates of such insurance coverage shall be provided to the Licensor prior to the commencement date of the Term, and yearly thereafter throughout the Term.
- (d) If the Licensee fails to maintain in force, or pay any premiums for, any insurance required to be maintained by the Licensee hereunder, or if the Licensee fails from time to time to deliver to the Licensor satisfactory proof of the good standing of any such insurance or the payment of premiums therefor, then the Licensor, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Licensee and the cost thereof and all other reasonable expenses incurred by the Licensor in that regard shall be paid by the Licensee to the Licensor forthwith upon demand.

### **Section 6.9 Indemnity and Licensor's Non-Liability**

The Licensee shall indemnify and save harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, officers, directors, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal

injury, damage to property or any other loss or injury whatsoever arising from or out of this Licence, or any occurrence at the Site or Licensed Premises (including any equipment, machinery, services, fixtures and improvements thereon), or the use by the Licensee of the Site or the Licensed Premises, or any part thereof. If the Licensor shall be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with such litigation on a solicitor and client basis.

The Licensee agrees that the Licensor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on arising out of this Licence, no matter how the same shall be caused and whether or not resulting from or contributed to by the fault of the Licensor, its servants, agents, employees, contractors or persons for whom the Licensor is in law responsible. Without limiting the generality of the foregoing, the Licensor shall not be liable or responsible for any such injury, death, loss or damage to any persons or property, caused or contributed to by fire, explosion, steam, water, rain, snow, dampness, leakage, electricity or gas, and the Licensor shall in no event be liable for any indirect or consequential damages suffered by the Licensee.

### **Section 6.10 Assignment and Sublicence**

Not to assign this Licence, or sublicense all or any part of the Licensed Premises.

### **Section 6.11 Waste**

Not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises, the Site or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

### **Section 6.12 Nuisance**

Not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises.

### **Section 6.13 Waste and Environmental**

The Licensee acknowledges and agrees that:

- (a) it shall not store, bring in or permit to be placed, any Environmental Contaminant in the Licensed Premises or the Site. "Environmental Contaminants" means (i) any substance which, when it exists in the Site or the water supplied to or in the Site, or when it is released into the Licensed Premises or the Site 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 Licensed Premises 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), hydro-chlorofluorocarbons (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);
- (b) it shall not permit the presence of any Environmental Contaminant in the Licensed Premises, except if such is required for the Use and then only if the Licensee is in strict compliance with all relevant governmental authorities, be it federal, provincial or municipal, including, without limitation, Environmental Laws. "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 "*EPA*"), 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, Ontario Regulation

153/04 (2004) under Part XV.1 of the *EPA*, as amended by Ontario Regulation 511/09 (2009), the *Safe Drinking Water Act*, 2002, S.O. c. 32, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01-“Airborne Contaminant Discharge-Monitoring and Reporting” under the *EPA*), as such statutes, regulations and guidelines may be amended from time to time. If the Licensee shall bring or create upon the Site, including the Licensed Premises, 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 governmental authority, be it federal, provincial or municipal, or if required to effect compliance with any Environmental Laws or if required by the Licensor;

- (c) it shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-“Airborne Contaminant Discharge Monitoring and Reporting” (the “**Regulation**”) under the *EPA* and shall provide the Licensor with copies of all reports submitted to the Ministry of the Environment. 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 the Regulation. The Licensee shall permit the Licensor to inspect the Licensed Premises at all reasonable times to conduct air emission testing, as required by the Regulation; and
- (d) it will comply in all respects with all Environmental Laws relating to the Licensed Premises or the Use of the Licensed Premises; promptly notify 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 operations in the Licensed Premises and the Site 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, and promptly notify the Licensor of the existence of any Environmental Contaminant in the Licensed Premises or the Site.

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 Licensed Premises or the Site 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.

#### **Section 6.14 Construction Liens**

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 6.14, 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.

### **Section 6.15 Health and Safety**

The Licensee represents and warrants that, as of the date that this Licence is executed the, the Licensee shall take all reasonable precautions as a prudent Licensee to ensure the health and safety of the Licensee, its Permittees, employees, service providers, agents, and those for whom the Licensee is in law responsible. The Licensee further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Licensor or any orders, ordinances, laws, rules, restrictions and any by-laws of any public health official or governing bodies.

For purposes of this Licence, a “Health Emergency” means a situation where the Licensee, its Permittees, employees, service providers agents or anyone accessing the Lands or the Building may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority.

## **7. Covenants of the Licensor**

The Licensor covenants with the Licensee as follows:

### **Section 7.1 Use**

That the Licensee will have the use of the Licensed Premises on such days and between such times as have been determined by the parties as of the commencement date of the Term and on such additional days as may, at any time during the Term, be authorized by the Licensor.

### **Section 7.2 Inspection and Entry**

The Licensor reserves the right to inspect and enter the Site and the Licensed Premises at any time without notice, and to order, in writing, that the Licensee make changes, if in the Licensor’s opinion the Licensee is:

- (a) failing to comply with any term of this Licence or to comply with any reasonable request of the Licensor;
- (b) permitting, causing or contributing to an unsafe condition;
- (c) doing or permitting any conduct or act which improperly reflects on the Government of Ontario; or
- (d) doing or permitting any other conduct or act which renders it inadvisable that the Licensee be allowed to continue carrying on business under this Licence.

If the Licensee fails to comply with any such order within the time limit specified therein, the Licensor shall have the right to terminate this Licence and take possession of the Licensed Premises forthwith, and may remove the Licensee and all of its property from the Licensed Premises, and the Licensor shall not be liable in damages or otherwise by reason of any such actions. Any costs associated with such removal, including the clean-up, repair or replacement to the Licensed Premises or the Site shall be the responsibility of the Licensee.

### **Section 7.3 Insurance**

The Licensor acknowledges that so long as His Majesty the King in right of Ontario is the Licensor, the Licensor shall be self-insured with respect of damage to the Site and will maintain during the Term coverage with respect to commercial general liability risks as a ‘Protected Person’ under the Government of Ontario General and Road Liability Protection Program, which is funded by His

Majesty the King in right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

#### **Section 7.4 Compliance with Laws**

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority.

#### **8. Non-Waiver**

No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

#### **9. Enurement**

This Licence shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and other legal representatives, as the case may be.

#### **10. Governing Law**

This Licence shall be governed by and construed in accordance with laws of the Province of Ontario.

#### **11. Licensee Not a Lessee**

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

#### **12. Freedom of Information and Digital and Data Directive**

The Licensee acknowledges that this Licence, and any information contained herein, may be required to 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, and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.

#### **13. Notices**

Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the address set out in subsection (f) of the Summary of Basic Terms table, and in the case of the Licensee to the address set out in subsection (g) of the Summary of Basic Terms table.

Notices shall be delivered personally or by facsimile or by email 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 (5<sup>th</sup>) Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal business hours or on the next business day following if delivered outside of normal business hours in Ontario. 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 Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 13.

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.

#### **14. Entire Agreement**

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 Licence save as expressly set out in this Licence and that this Licence 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 Licence, form part of this Licence.

#### **15. Severability**

The Licensor and the Licensee agree that all of the provisions of this Licence 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 Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence 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.

#### **16. Headings and Captions**

The headings in this Licence 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 Licence nor any of the provisions hereof.

#### **17. Interpretation**

The words “herein”, “hereof”, “hereby”, “hereunder”, “hereto”, “hereinafter”, and similar expressions refer to this Licence and not to any particular paragraphs, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

#### **18. Conflict of Interest**

The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives 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 judgement; 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.

#### **19. Counterparts**

The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.

#### **20. Time of the Essence**

Time shall be of the essence hereof.

**21. Not Binding on Licensor**

This Licence 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 Licence on the dates written below.

**SIGNED, SEALED AND DELIVERED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE, AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

Per: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer (s)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

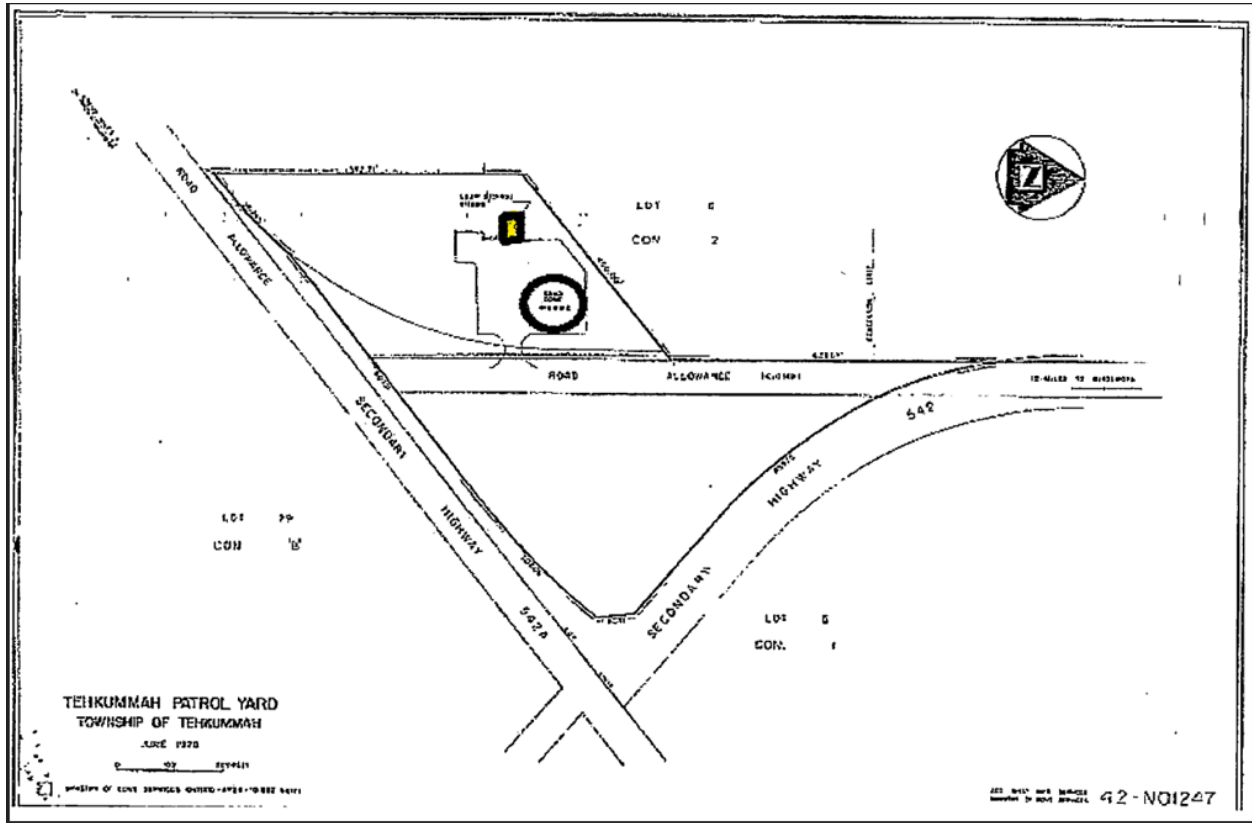
Authorized Signing Officer (s)

**Schedule A**

**Legal Description of the Lands**

PIN 47130-0465 (LT), BEING PT LT 6 CON 2 TEHKUMMAH AS IN T5782; TEHKUMMAH.

Schedule B  
Plan of Licensed Premises



Municipal Services Office  
North (Sudbury)

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

Bureau des services aux  
municipalités du Nord (Sudbury)

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

December 22, 2025

Via email only

Theresa Carlisle  
Manitoulin Planning Board - Secretary-Treasurer  
40 Water Street Unit 1  
PO Box 240, Gore Bay  
Ontario, P0P 1H0  
[mpbcarlisle@manitoulinplanning.ca](mailto:mpbcarlisle@manitoulinplanning.ca)

**Subject: Requirement to Adopt a Natural Heritage System Strategy  
Official Plan Amendment**

Dear Theresa Carlisle,

I am writing to express my concern regarding the failure of the Manitoulin Planning Board and the majority of its member municipalities to adopt an amendment incorporating a Natural Heritage System Strategy (NHSS) into the Manitoulin Planning Area Official Plan, as required under Modification No. 21 to the Official Plan approved by the Ministry on October 29, 2018:

*“Within three years after the approval of the Official Plan, the Manitoulin Planning Board shall prepare an Area-Wide Natural Heritage System Strategy.”*

The Provincial Planning Statement, 2024 (PPS), policy 4.1.1 requires that natural features and areas be protected for the long term and policy 4.1.3, requires municipalities to identify natural heritage systems. Any decision made by the Planning Board or a member municipality on a matter under the Planning Act must be consistent with the PPS.

The protection of ecological systems, including natural areas, features and functions is a provincial interest articulated in the Planning Act, which municipal councils and planning boards must have regard to in carrying out their responsibilities under the act.

Please advise the ministry of the planning board’s next steps, including timing, towards the adoption of a PPS-consistent official plan amendment and subsequent submission to the ministry for a decision. Please share these next steps with the ministry by February 2, 2026.

If the planning board and its member municipalities are unable to soon resolve the impasse and adopt a PPS-consistent NHSS amendment, the ministry will consider what other steps may be necessary to ensure that provincial requirements are met.

If you have further questions, please do not hesitate to contact me or Anna Little, Manager, Community Planning and Development with MSO-North (Sudbury) at [anna.little@ontario.ca](mailto:anna.little@ontario.ca). We would also be pleased to arrange a staff-level meeting with the planning board, any member municipalities, and our partner ministries to discuss further.

Sincerely,



Bridget Schulte-Hostedde  
Regional Director  
Municipal Services Office - North

cc:

Township of Assiginack -Alton Hobbs, CAO- [ahobbs@assignack.ca](mailto:ahobbs@assignack.ca)

Township of Billings - Veronique Dion, CAO/Clerk- [cao@billingstwp.ca](mailto:cao@billingstwp.ca)

Township of Burpee-Mills -Jaimie Farquhar-Kay, Clerk/Treasurer-  
[clerktreasurer@burpeemills.com](mailto:clerktreasurer@burpeemills.com)

Municipality of Central Manitoulin - Denise Deforge, CAO/Clerk -  
[ddeforge@centralmanitoulin.ca](mailto:ddeforge@centralmanitoulin.ca)

Township of Cockburn Island- Brent St. Denis, Clerk-  
Treasurer- [cockburnisland1@gmail.com](mailto:cockburnisland1@gmail.com)

Municipality of Gordon/Barrie Island-Carrie Lewis, CAO/Clerk-  
Treasurer- [clerk@gordonbarrieisland.ca](mailto:clerk@gordonbarrieisland.ca)

Township of Tehkummah- Barbara Grigg, Acting Clerk/Administrator-  
[clerk.administrator@tehkummah.ca](mailto:clerk.administrator@tehkummah.ca)

Town of Gore Bay- Jason Quinlan as town manager/clerk - [admin@gorebay.ca](mailto:admin@gorebay.ca)

**AMENDMENT NO. A-3**

*(AS AMENDED NOVEMBER 19<sup>TH</sup>, 2024)*

**TO THE**

**OFFICIAL PLAN**

**FOR THE**

**DISTRICT OF MANITOULIN**

**AMENDMENT NO. A-3  
TO THE  
OFFICIAL PLAN  
FOR THE  
DISTRICT OF MANITOULIN**

The attached explanatory text and Schedule F constitutes Amendment No. A-3 to the Official Plan for the District of Manitoulin.

The following amendment to the Official Plan for the District of Manitoulin consists of two parts:

- PART A**     **THE PREAMBLE** – consists of the purpose, location, and basis for the amendment and does not constitute part of the actual Amendment.
- PART B**     **THE AMENDMENT** – including the text and Schedule F, sets out the actual Amendment.

## **PART A THE PREAMBLE**

### **1. Purpose**

The purpose of this Amendment is to implement a Natural Heritage System Strategy for the District of Manitoulin, as required by Modification No. 21 of the Official Plan for the District of Manitoulin as approved on October 29, 2018.

### **2. Location**

The area affected by the Amendment constitutes all lands in the geographic Townships of Allan, Assiginack, Barrie Island, Burpee, Campbell, Carnarvon, Dawson, Gordon, Mills, Robinson, Sandfield, and Tehkummah; the Town of Gore Bay; and those portions of the Township of Sheguiandah and Bidwell that are within the Municipal boundaries of the Municipality of Assiginack.

For greater clarity, said lands being the area falling within the municipal boundaries of the Municipalities of Assiginack, Billings, Burpee-Mills, Central Manitoulin, Cockburn Island, Gordon/Barrie Island, and Tehkummah; the Town of Gore Bay; and the unincorporated areas of Robinson and Dawson.

### **3. Basis**

The current Official Plan for the Manitoulin District was approved by the Ministry of Municipal Affairs and Housing on October 29, 2018. At that time, the Official Plan, by Modification No. 21, required that within three years the Manitoulin Planning Board update the Official Plan to include a Natural Heritage System Strategy in order to conform to Section 2.1.3 of the Provincial Policy Statement.

The Manitoulin Planning Board proposes to implement the Natural Heritage System Strategy into the Official Plan by replacing Section D-4(a) and D-4(b) of the Official Plan with updated text outlining the policies and components for the Natural Heritage System, and to add a new Schedule F to the Official Plan illustrating the components of the system (i.e. the Core Areas and Linkages). No amendments to Schedule D and Schedules D1 through D8 of the Official Plan are proposed.

## **PART B THE AMENDMENT**

All of this part of the document entitled Part B the Amendment, which consists of the following text and attached Schedule F, constitutes Amendment No. A-3 to the Official Plan for the District of Manitoulin.

### **DETAILS OF THE AMENDMENT**

The Official Plan is amended as follows:

- a) Schedule F to this Amendment is hereby added to the Official Plan as Schedule F – Natural Heritage System.
- b) Section D.4(a), D.4(b), D.4.1, D.4.2, D.4.3, D.4.4, D.4.5, and D.4.6 are hereby removed and replaced by the text attached, which will become Section D.4(a) and D.4(b).

#### D.4(a) Natural Heritage System Strategy

A natural heritage system is an ecologically based delineation of nature and natural function – a system of connected or to be connected green and natural areas that provide ecological functions over a longer period of time and enable movement of species. Natural heritage systems encompass or incorporate natural features, functions and linkages (also referred to as “corridors”) as component parts within them and across the landscape. They also enable the linking of different landscapes.

A natural heritage system informs and supports land use planning and resource management while providing a strategic focus for restoration, stewardship, securement and the conservation of biodiversity. It also serves to:

- Limit landscape fragmentation;
- Mitigate the effects of climate change by facilitating migrations to more suitable habitats;
- Facilitate the maintenance of ecosystem health resilience and enjoyment / use by humans;
- and
- Provide ecosystem services such as clean air, flood attenuation, erosion prevention, and productive soils

The following Natural Heritage Features and Areas will make up the Natural Heritage System:

- Provincially Significant Wetlands
- Coastal Wetlands, including Significant Coastal Wetlands
- Significant Wildlife Habitat
- Areas of Natural and Scientific Interest (A.N.S.I)
- Fish Habitat
- Habitat of Endangered and Threatened Species
- Alvars
- Linkages

Natural Heritage Features and Areas shall be protected for the long term. The significant Natural Heritage Features and Areas are lands that represent the legacy of the natural landscape of the area and as a result have important environmental and social value. Natural Heritage Features and Areas in the District have been identified on Schedule D. Natural Heritage Features and Areas that make up the Natural Heritage System have been identified on Schedule F, except where data sensitivity or other issues prevent their display. Features meeting the requirements of the Natural Heritage System constitute part of the system regardless of whether they appear on Schedule F. The Planning Board and the municipalities will work to conserve, restore and enhance them, wherever possible.

The following policies apply to Natural Heritage Features and Areas and the Natural Heritage System:

1. Natural Heritage Features and Areas have been identified and mapped to the extent possible and are based on data from the Province and its partners as well as, in some cases, Environmental Impact Studies (EIS) undertaken during Planning Act applications. The accuracy of the feature limits is based on that of available data. The boundaries of the features and areas making up the Natural Heritage System may be refined, with additions, deletions and/or boundary adjustments, through individual EIS prepared in accordance with Section D.7 of this Official Plan or other similar studies as outlined in later sub-sections, and accepted by the Manitoulin Planning Board and/or the Municipalities. Once approved through an approval process under the Planning Act, these refinements will be in effect on the date of such approval. The Board will maintain mapping identifying such refinements and incorporate them as part of the Planning Area's statutory review of its Official Plan.
2. The Planning Board and the municipalities will encourage, wherever possible and appropriate, the enhancement and restoration of features and areas of the Natural Heritage System, including maintenance or re-naturalization of shoreline areas.
3. There may be features and areas on the landscape that are part of the Natural Heritage System but which are not mapped or cannot be readily mapped. Any feature or area that meets the criteria set out in Section D(4)(a) and Section D(4)(b) is part of the Natural Heritage system and is subject to the policies of the Official Plan.
4. The Planning Board and the municipalities will encourage, wherever possible and appropriate, that trees be planted to replace those trees removed if a development proceeds. The Planning Board and the municipalities will also encourage the conservation or replanting of roadside and fence-line shrubs and trees, and riparian area vegetation, wherever possible and appropriate in the context of new development. Financial compensation for tree loss is not considered as the preferable means of appropriate mitigation for development.
5. When considering development proposals, the Planning Board and the municipalities will encourage the exploration of opportunities for creating new habitats, natural vegetation regeneration, conserving natural landforms and functions for protecting and enhancing groundwater and surface water resources, and for promoting environmental education and interpretation.

6. Where components of Natural Heritage Features and Areas are held in private ownership, nothing in this Official Plan will require that these lands be free and available for public use, and the identification of land will not oblige the Planning Board, the municipalities, or other public agencies to purchase the land.
7. Subject to Provincial and Federal statutes, the policies of this Official Plan will not prevent the continuation of existing agricultural uses within or adjacent to Natural Heritage Features and Areas.
8. The Planning Board and the municipalities will, to the extent feasible, ensure that required maintenance of existing drains is carried out in a manner that mitigates impacts of the maintenance of drains on Natural Heritage Features, Areas, and their functions.
9. When considering applications or initiating projects under the *Drainage Act* or *Water Resources Act* for drainage works, the Planning Board and the municipalities, in consultation with the Province, will be satisfied that the works will be engineered and constructed to ensure no negative impact on Natural Heritage Features, Areas, and their functions. Such considerations may include completion of an EIS or an environmental evaluation/appraisal carried out under the *Drainage Act*.
10. The following policies will apply whenever a planning application proposes development and/or site alteration within a Natural Heritage Feature or Area that is part of the Natural Heritage System. More detailed policies for specific feature types are outlined in Section D.4(b).1 to D.4(b).6 of this Official Plan.
  - a. Development and Site Alteration will not be permitted in:
    - i. Provincially Significant Wetlands; and
    - ii. Provincially Significant Coastal Wetlands
  - b. Development and site alteration will not be permitted in:
    - i. Coastal Wetlands
    - ii. Other Wetlands
    - iii. Alvars
    - iv. Significant Wildlife Habitat
    - v. Areas of Natural and Scientific Interest; and
    - vi. Linkages

Unless it can be demonstrated through an EIS or equivalent study (as per Section D.7) that there will be no negative impact to the natural features or their ecological functions.

- c. Development and site alteration will not be permitted in:
  - i. Fish Habitat
  - ii. Habitat of Endangered or Threatened Species

Except in accordance with provincial and federal requirements, and supported by an EIS or equivalent study (as per Section D.7).

11. Development and site alteration in the *adjacent lands* of features identified in Section 10 above will not be permitted unless it can be demonstrated through an EIS or equivalent study (as per Section D.7) that there will be no negative impact to the natural features or their ecological functions. The distances used to determine the adjacent lands of the features comprising the Natural Heritage System are set out in the chart below and based on the criteria of the Natural Heritage Reference Manual:

Feature or Area Type	Adjacent Lands Distance
Provincially Significant Wetlands	120 metres
Coastal Wetlands	120 metres
Alvars	120 metres
Significant Wildlife Habitat	120 metres
Areas of Natural or Scientific Interest (A.N.S.I.) – life science	120 metres
Areas of Natural or Scientific Interest (A.N.S.I.) – earth science	50 metres
Fish Habitat	120 metres, or 300 metres for a Lake Trout Lake that is designated an at-capacity lake.
Habitat of Endangered or Threatened Species	120 metres

12. If an EIS or equivalent study is required under preceding Section 10 or 11, it may be appropriately scoped or waived if the proposal meets certain criteria as laid out in the specific sub-sections for these features later in the Official Plan.

#### Section D.4(b) Feature-Specific Policies

In addition to the policies in Section D.4(a) regarding features and areas composing the Natural Heritage System, the following policies apply to specific features that may or may not form part of the Natural Heritage System.

#### **D.4.(b).1 – Provincially Significant Wetlands**

Existing Provincially Significant Wetlands (PSW) in the District of Manitoulin will be protected. If any additional Provincially Significant Wetlands are identified during the life of this Official Plan, this Plan will be amended in accordance with Section F.2.1. The boundaries of PSWs will be defined based on information from the Province. The boundaries of PSWs may be refined without an amendment to this Plan provided approval is obtained from the Province when the Province provides boundary adjustment information. The addition or removal of a PSW will *not* require an amendment to this Plan.

#### **D.4.(b).2 – Other Wetlands**

The following policies apply to Other Wetlands:

1. Other Wetlands (OWs) are delineated on Schedule D, and include Unevaluated Wetlands, Coastal Wetlands, and Evaluated (Not Significant) Wetlands.
2. The boundaries of OWs will be defined based on information from the Province, which may be amended from time to time. Where new information becomes available, the Planning Board will review and update the policies related to unidentified wetlands as part of any subsequent review to this Official Plan.
3. The Planning Board may require that a Wetland Evaluation be prepared for any development or site alteration adjacent to an OW in accordance with the Province's Ontario Wetland Evaluation System (OWES) for Southern Ontario, or other provincial guidance document as may be created or amended from time to time, to determine their status under policies of the Provincial Policy Statement and this Official Plan. Evaluations are to be accepted by the responsible Provincial Ministry. Complete evaluations are to be sent to the planning authority. Where an evaluation is completed and an OW is determined to be Provincially Significant, the policies applicable to Provincially Significant Wetlands shall apply.
4. Wetlands may be subject to additional regulations or legislation. No policy of this Plan is intended to and does not imply waiving, permission or authorization of any kind.

#### **D.4.(b).3 – Habitat of Endangered and Threatened Species**

The following policies apply to Habitat of Endangered or Threatened Species:

1. Habitat of Endangered Species and Threatened Species will be defined based on the *Endangered Species Act* (ESA) and the Species at Risk in Ontario (SARO) list.
2. The Province is the responsible authority to approve the delineation of habitat of endangered and/or threatened species identified by an ecological site assessment or as

part of an Environmental Impact Study (EIS).

- ~~In accordance with common practices to protect the associated features from disturbance, the Habitat of Endangered or Threatened Species are not illustrated on the schedules to this Official Plan. Instead, a screening map, prepared by the Province showing areas of potential habitat of endangered and/or threatened species has been provided to the Planning Board for reference, which may be updated from time to time. Where the screening map identifies the potential habitat of endangered and/or threatened species, an ecological site assessment (EcoSA) will be required in support of a planning application. The EcoSA will assess the potential for habitat and delineate the extent of habitat of endangered and/or threatened species within or adjacent to an area proposed for development or site alteration. In cases where an EIS is triggered by this Official Plan, the above requirements may be addressed as part of the EIS, provided it is undertaken by a qualified individual. It is the responsibility of the landowner to identify the presence and habitat of Species at Risk and ensure proposed projects do not contravene the Endangered Species Act. Development and site alteration shall not be permitted in habitat of endangered species and threatened species except in accordance with provincial and federal requirements. To protect Species at Risk from disturbance, the Habitat of Species at Risk are not illustrated on the schedules to this Official Plan.~~

#### D.4.(b).4 - Fish Habitat

The following policies apply to Fish Habitat:

1. The Planning Board and the municipalities recognize that the health of the aquatic environment is a fundamental indicator of the health of the overall ecosystem in the District and beyond. The harmful alteration, disruption or destruction of fish habitat is prohibited under the *Fisheries Act*.
2. Through a fish habitat mitigation/compensation assessment, in consultation with the Planning Board and the Department of Fisheries and Oceans (DFO), it is the Planning Board's objective to secure a "no net loss" of productive capacity of fish habitat, and where possible, secure a net gain of productive capacity of fish habitat.
3. Any development or change in land use within or adjacent to an existing fish habitat area, or potential fish habitat area along lands adjacent to any lake, river, stream, or wetland, will be reviewed by the Planning Board in consultation with the DFO with respect to the potential impact. Adjacent lands will be ~~defined by the Planning Board, in consultation with the Province and DFO, and will generally be 30~~ considered to be 120 metres from the edge of the identified Fish Habitat. Any such proposal may be subject

to a scoped Environmental Impact Statement (EIS), in accordance with Section D.7, to determine if proposed development will adversely impact the fish habitat. If it is determined that development will impact the fish habitat, development will not be permitted. If it is determined, through consultation with DFO, that development will not impact fish habitat then the requirement for an EIS may be waived, in accordance with Section D.7. An example of this may include ~~development on full municipal services and nearby~~, intervening development between the site and the identified fish habitat.

4. Where it has been determined by the DFO that the development or change in land use will affect the natural functions of the fish habitat, the preparation of a fish habitat mitigation/compensation assessment will be required. The assessment will typically be required to include the following information:
  - a. identify the nature and extent of potential impacts;
  - b. determine appropriate mitigative measures to protect the affected fish habitat;
  - c. specify compensation for loss of fish habitat through near-site replacement of habitat, off-site replacement of fish habitat or an on-site increase of fish habitat capacity;
  - d. determine appropriate buffering and explain how such buffering will be protected in the future; and
  - e. address other matters as determined by the DFO.
5. Any requirements imposed through a fish habitat mitigation/compensation assessment will be implemented by the proponent with input from, and to the satisfaction of the Planning Board and the DFO.
6. Any development or site alteration within 20-30 metres above the high water mark will have regard to the Shoreline Management Plan (SMP), which was developed by the Province.

#### **D.4.(b).5 – Significant Wildlife Habitat**

Significant wildlife habitats are ecologically important and includes species ecologically important in terms of features, functions, representation or amount, and contributing to the quality and diversity of an identifiable geographic area or natural heritage system. Significant wildlife habitat is an area where plants, animals and other organisms live and find adequate amounts of food, shelter, water and space needed to sustain their populations. All plants and animals have individual habitat requirements, which vary for different periods in their life cycles. Specific wildlife habitats of concern may include areas where species concentrate at a vulnerable point in their life cycle, and areas, which are important to migratory or non-migratory

species. An example of this includes Deer Wintering Areas, which are identified on Schedule D to this Official Plan.

The following policies apply to Significant Wildlife Habitat:

1. Significant Wildlife Habitat is to be screened for and assessed in accordance with the Natural Heritage Reference Manual as part of the preliminary review of a planning application, in order to determine if an Environmental Impact Study (EIS) would be required to support the proposed development:
  - a. Determine if the area involves a trigger for Significant Wildlife Habitat or if any confirmed Significant Wildlife Habitat is present;
  - b. If a trigger or habitat is present, conduct an Ecological Land Classification for the site and land within 120 m;
  - c. Identify any candidate Significant Wildlife Habitat by comparing the ELC evaluation with the Significant Wildlife Habitat Criteria Schedules for Ecoregion 6E (MNRF 2015)
  - ~~4. Investigate to determine if the area contains one or more candidate or confirmed Significant Wildlife Habitat(s), and if so conduct an Environmental Impact Study as per Section D.7, the Significant Wildlife Habitat Criteria Schedules for Ecoregion 6E (M.N.R.F. 2015) as may be amended from time to time.~~
2. Significant Wildlife Habitat is not mapped on Schedules to the Plan, with the exception of Deer Wintering Areas and areas of Significant Wildlife Habitat identified by an Environmental Impact Study (EIS) prepared during the course of a planning application.
3. A screening assessment for Significant Wildlife Habitat is to be completed to determine potential presence of this feature type in accordance with Section D.7 of the Official Plan.

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#### **D.4.(b)5.1 Deer Wintering Areas**

The following policies apply to Deer Wintering Areas:

1. Deer populations provide a broad range of economic, social and cultural benefits to Manitoulin Island residents. These include both direct benefits (e.g. hunting, viewing, tourism) and indirect benefits (e.g. contributions to biodiversity, bequest to following generations). It is the intent of the Planning Board to conserve important Core Deer Yards as part of the natural ecology of Manitoulin. Core Deer Yard boundaries are shown on Schedule D of this Official Plan.
2. Core Deer Yards consist mainly of coniferous trees (pines, hemlock, cedar, spruce) with a conifer canopy closure of more than 60% and may include interspersed areas of

deciduous forest. Core Deer Yards provide suitable areas of cover, food, and adjacent natural lands. Lands surrounding the Core Deer Yard can be agricultural, or mixed/deciduous forest; however, a Core Deer Yard is predominantly woodland habitat with minor components of cultural lands. These areas are traditionally used by deer and are absent of barriers to migration to and from the yard itself.

3. Development and site alteration can be beneficial when it maintains cover and provides winter browse. It can be detrimental when excessive amounts of conifer cover are removed or converted to mixed woods or hardwoods. The three most important features of a successful yard are traditional use, cover and browse.
4. Policies aim to be enabling and flexible to allow for local land use planning decisions to address local circumstances and needs, while still contributing to the broader landscape-based deer management needs.
5. In areas identified as a Core Deer Yard or on adjacent lands, shown on the land use Schedules to this Official Plan, and outside of the identified urban areas and village areas, new development or site alteration may be permitted without an Environmental Impact Statement (EIS) provided:
  - a. The proposed new lots have a minimum 90 metre frontage and 90 metre depth, and vegetation retention is maximized through the use of tools such as a development agreement or a subdivision agreement, miscellaneous notification agreement (and subject to the other policies of this plan). Smaller lot sizes may be considered if through means of an EIS it can be demonstrated that no adverse impact will occur to the habitat or herd.
  - b. An EIS as set out in Section D-7 will be required for the creation of more than three new lots as a means to determine the extent of conifer habitat to be retained and other mitigation measures. A Township lot as originally surveyed, i.e. 40 hectare lot, may be severed from an entire holding without affecting the three lot limit in this case.

- c. Where development is proposed in shoreline areas, coniferous fringe habitat along the shoreline (providing deer browse and shelter habitat) shall be conserved.
6. For development proposals within or adjacent to deer habitat, the Planning Board will require an applicant to provide the following:
  - a. a map or sketch indicating the property and the location of the deer habitat on or adjacent to the proposed development and identifying all adjacent land uses;
  - b. identify existing land use and proposed land use;
  - c. identify alternative development locations or forms considered;
  - d. describe the existing forest cover of the area including species, extent of existing forest types etc., including pictures and maps to assist in review of the application;
  - e. describe other identified natural heritage features or development constraints present on the site;
  - f. provide any previous habitat assessments or studies that exist;
  - g. identify the potential impacts of the proposal on key ecological functions including loss of existing conifer cover, food production areas, and linkages;
  - h. describe how the identified deer wintering habitat will be protected or enhanced;
  - i. outline the proposed mitigation measures which will be employed to reduce potential impacts to the deer wintering area as a result of the proposed development; and
  - j. specify the net predicted effect of the development and proposed mitigation measures.
7. Where requested to be completed by Planning Board an EIS must be completed by a qualified professional, the cost of which will normally be borne by the applicant. The Planning Board may require a peer review of an EIS.
8. An EIS may be required for a planning application, other than new lot creation, for a change in land use to a commercial, industrial, or institutional use where the proposed building coverage and clearing may result in negative impacts to the natural features

and their ecological functions.

9. An EIS will be required when a planning application is made for a large scale recreational use (e.g. a golf course, serviced campground, tourist lodge, motor sport track) that will require large scale site alteration, or large scale removal of the natural vegetation coverage.

10. On existing lots of record, where planning approvals are not required and residential uses are permitted, new residential uses do not require the submission of an EIS.

#### **D.4.(b).6 Alvars**

Alvars are naturally open areas of thin or no soils over essentially flat limestone, dolostone, or marble rock, supporting a sparse vegetation cover of mostly shrubs and herbs. Alvars are shown on Schedule D and Schedule F. Policies regarding development and/or site alteration within or on the adjacent lands of Alvars are contained in Section D.4(a).10.

#### **D.4(b).7 Areas of Natural and Scientific Interest (ANSI)**

ANSIs are areas of land and water containing natural landscapes or features, which have been identified as having values related to protection, appreciation, scientific study or education. These areas have been identified, mapped, and ranked by the Province. The boundaries of all known ANSIs have been shown on Schedule D. Changes to the boundaries of an ANSI require the approval of the Province.

#### **D.4(b).8 Linkages**

The Natural Heritage System intends to protect the ecological function of Natural Heritage Features and Areas by ensuring connectivity between identified features. This connectivity is meant to ensure that hydrological and ecological function is preserved, to allow the free movement of wildlife, and to limit landscape fragmentation.

The mapping of linkages on Schedule F is general in nature and is meant to recognize and highlight connectivity in the landscape. Linkages currently identified in the schedule include:

- Water courses connecting Coastal Wetlands to Lake Huron, to a distance of 50 metres from the bank of the stream;
- Water courses connecting areas of identified Fish Habitat, to a distance of 50 metres from the bank of the stream, or in the case of meandering streams, the line from which the adjacent lands would be measured as if the stream were designated Fish Habitat, as set out in the *Natural Heritage Reference Manual Second Edition (2010)*;
- Portions of shoreline and lake bed connecting nearby areas of Fish Habitat on a lake;
- Areas of natural cover between identified Alvars that occur within the Alvars' adjacent lands distance;

- Site Scale Linkages identified in an Environmental Impact Study (EIS)

Smaller site-scale linkages are intended to provide connection within and between natural heritage features and areas in close proximity. Linkages at the site-level scale, as may be assessed and identified through a site specific study such as an EIS, do not appear on the attached Schedule F; however, the policies of this Official Plan continue to apply.

The following policies apply to Linkages in the Natural Heritage System:

1. The mapping of landscape-level Linkages uses the best currently available mapping of the features and areas that make up the NHS. Landscape level linkages will vary in size and shape depending on their habitat types and/or functions. This scale of mapping is general in nature and minor shifts may be permitted when informed by more detailed assessment.
2. Existing uses on lots of record within Linkages will be permitted to continue.
3. Development and Site Alteration for low-intensity uses may be permitted in linkages within this Official Plan if it can be demonstrated through an Ecological Site Assessment (EcoSA) that the development will have no negative impacts on the function of the Linkage, or that the development can be conducted in such a way as to avoid the Linkage altogether. In cases where an EIS is triggered by this assessment, the requirements of Section D.7 shall apply.
4. When considering waiving or scoping an EIS supporting a proposed development within a Linkage, the Planning Board will have consideration for the criteria applied to the Natural Heritage Features for which the Linkage is providing connectivity, and for the nature of the land uses proposed.
5. Smaller site-scale linkages are intended to provide connection within and between natural heritage features and areas in close proximity. Linkages at the site-level scale, as may be assessed and identified through a site specific study such as an EIS, may not appear on Schedule F; however, the policies of this Official Plan continue to apply.
6. Development and Site Alteration within site-scale linkages will not be permitted except for portions of naturalized stormwater management facilities or similar infrastructure that does not disrupt the function of the Linkage.



RECEIVED FEB 27 2026

**Tehkumma Township Public Library**

**REQUEST TO COUNCIL**

Re: increased access to Starlink wireless internet

**Background:**

The library is currently connected to the Township's Starlink Internet service on a limited basis. The librarian's laptop is hard wired for access 24/7 at 100% of the available strength and the wireless is available in the library on Saturdays from 10am to 4 pm at 30% of the available strength.

The library occasionally receives requests from social services and tutors to use the library outside regular hours as a neutral, public meeting space to meet with clients and or students. Use of the library in this way has always been acceptable to the library board and librarian.

A recent request to tutor a local high school student required the use of the internet, currently unavailable outside of the library's operational hours. The student's parent initiated a request to the library board to pursue the possibilities that Starlink service be accessible during the week for such purposes.

**Request:**

The Library Board requests that Council consider allowing the library to have access to Starlink's wireless throughout the week. Requests for use of the library during the week are granted by the librarian on an individual basis, and the library's wifi password would be supplied with the understanding that it is used for the intended purpose only.

**Motion 26-04** Moved by Tara Reckahn and seconded by Ginger Cranston that the library board requests increased access to the Starlink wifi.

As a result of a high school tutor's need for wifi during the week in the library and the student's parent's request that this possibility be pursued, Susan is to prepare a Request to Council to expand the library's access to Starlink.

Vote taken, motion passed.



Invoice Date:  
26-Feb-2026

Insured/Borrower:  
Township of Tehkummah

Your Insurance Broker:  
**Brokerlink Inc. - Sudbury - CL**  
1-2107 Lasalle Blvd.,  
Sudbury, ON P3A 2A3

**Please complete the form below and return to your broker.** Transactions related to this payment plan will appear on your bank statement as **FIRST INSURANCE**. Please be advised that any outstanding down payment, application fee, and/or past due installments at the time of contract acceptance will be debited within 2 business days.

Payment Details	
Policy Payments ID <b>15657893</b>	
Broker Reference	TEHKUMMAH1
Total Premium	\$144,198.12
Down Payment	\$12,473.14
Application Fee	\$0.00
Finance Charge	\$5,779.09
Flat Rate	4.01%
Number of Installments	11
First Payment Due Date	26-Feb-2026
Currency	CAN
Line of Business	Commercial
<b>Installment Amount</b> <b>\$12,500.37</b>	

Insured Email:

mms@tehkummah.ca

Insured Phone Number:

(705) 859-3293

Attach a VOID cheque or complete the banking information below:

Account Holder Name:

Township of Tehkummah

Branch Transit Number  
(5 digits):

\*\*\*\*\*

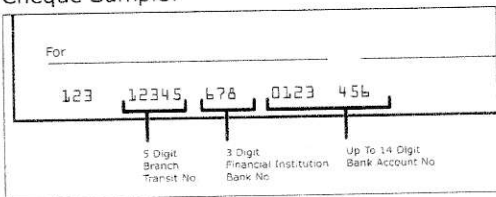
Financial Institution  
Bank Number (3 digits):

\*\*\*

Bank Account Number  
(Up to 14 digits):

\*\*\*\*\*2416

Cheque Sample:



Easy monthly payment plans provided by



Invoice Date:  
18-Feb-2026

Insured/Borrower:  
Township of Tehkumamah

Your Insurance Broker:  
**Brokerlink Inc. - Sudbury - CL**  
1-2107 Lasalle Blvd.,  
Sudbury, ON P3A 2A3

**Please complete the form below and return to your broker.** Transactions related to this payment plan will appear on your bank statement as **FIRST INSURANCE**. Please be advised that any outstanding down payment, application fee, and/or past due installments at the time of contract acceptance will be debited within 2 business days.

Payment Details	
Policy Payments ID <b>15581838</b>	
Broker Reference	TEHKUMMAH1
Total Premium	\$144,198.12
Down Payment	\$28,839.62
Application Fee	\$0.00
Finance Charge	\$4,006.79
Flat Rate	2.78%
Number of Installments	9
First Payment Due Date	26 <del>X</del> -Feb-2026 <i>DM</i>
Currency	CAN
Line of Business	Commercial
Installment Amount <b>\$13,262.81</b>	

Insured Email:

mms@tehkumamah.ca

Insured Phone Number:

(705) 859-3293

Attach a VOID cheque or complete the banking information below:

Account Holder Name:

Township of Tehkumamah

Branch Transit Number  
(5 digits):

[REDACTED]

Financial Institution  
Bank Number (3 digits):

[REDACTED]

Bank Account Number  
(Up to 14 digits):

[REDACTED]

Cheque Sample:

For _____			
123	12345	678	0123 456
5 Digit Branch Transit No.	3 Digit Financial Institution Bank No.		Up To 14 Digit Bank Account No.

Easy monthly payment plans provided by

**FIRST INSURANCE\***  
OF CANADA — FUNDING  
A WINTRUST COMPANY

## Peggy Young-Lovelace

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**From:** Ashley Bowerman <ashley.bowerman19@gmail.com>  
**Sent:** February 4, 2026 8:56 PM  
**To:** Peggy Young-Lovelace  
**Subject:** Tehkummah Easter Egg Hunt

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good evening Peggy,

I hope this email finds you well.

For the last five (or so) years, I've organized an Easter Egg Hunt for the community of Tehkummah. It has typically been held at the Ball Diamond on 2nd Concession. Last year the grounds were very muddy.

This year I would like to request the use of the municipal park grounds (behind the office and behind the fire department) for the hunt. My hopes is that the grounds will be drier, as they receive more sunlight than the ball diamond. As well as make it more accessible for families to attend, with the addition of parking.

The Easter Egg Hunt would be held on Saturday April 4th at 1:00pm.

In the past the township donated towards the egg hunt much like other townships support their events. Last year, I sought out local business for donations and didn't approach the township for sponsorship/donations. This year would be the same.

Steve did mention about popping into the office next week to speak with you, however I'll be busy having baby # 3 (scheduled c section for Monday) and unable to be there the days you are.

Please feel free to give me a call to discuss. I look forward to hearing from you.

Ashley Bowerman  
Cell: 519-505-4227

Sent from my iPhone



# TEHKUMMAH

Fire Department  
Established 1977

456 Hwy542A Tehkummah, Ont. P0P 2C0

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Chief – Jeff Wilson

Captain- Andrew Wood

(705) 859-3287

[TehkummahFD@outlook.com](mailto:TehkummahFD@outlook.com)

Captain – Maurice Sagle

Training Officer- Jacob Wilson

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## Chief's Report January/February 2026

The completion of the online portion of the Exterior Attack course has come to an end so weekly practices will resume. This online course was estimated to take 40 hours to complete and so those hours will be added to the members honorarium at the end of the year. 7 members completed the course. Central Manitoulin is working on getting a practical session of the Exterior set up for June. We will hopefully be able to send 2 of our members to that course while the others will join in with Burpee/Mills or Assiginack when they do their practical portion. Boots will be ordered shortly for the first two that are going so that they have fully compliant PPE for the course.

Ontario Fire College was able to bring a Fire Instructor I course to the island for April. It will be hosted by Gore Bay/Gordon/Barrie Island. Each Department on the Island was eligible to send two members. This is a great opportunity to get some great training locally at minimal cost to the Township. Two of our members volunteered to go so I signed them up. Cost is expected to be under \$500 for the two of them.

Three sets of bunker gear have been ordered as well as two pair of coveralls. These are part of the Fire Protection grant which has to be completed by March 31<sup>st</sup>/2026. Some parts for our Vehicle Exhaust System will also be ordered as part of the grant.

We received notification that our Emergency Management compliance submission was approved by our area representative and has been forwarded to Toronto for approval. Hopefully it results in our being compliant for 2026.

Most of the repairs to the trucks approved by council have been completed. There are a few other small repairs needed like lights, slow air leaks which do not affect operation which will need to be addressed at some point but are on hold for now.

Our annual breathing apparatus and air compressor inspection is scheduled for the end of March. This is needed as face piece fit testing and compliant breathing apparatus are required for participation in the upcoming course.

Jeff Wilson

Fire Chief/CEMC for Tehkummah Township



## *Tehkumma Roads Department*

### **Report to Council**

**Date:** March 5, 2026

**Prepared by:** Andrew Wood, Roads Superintendent

**Topic:** Rodgers Creek Road, Landfill, 2<sup>nd</sup> Concession Bridge

**Purpose:** Update council and create by-laws, seek direction.

### **Background:**

#### Rogers Creek Bridge

The bridge located on Rogers Creek Road is currently restricted to a maximum load of five (5) tonnes. The bridge is jointly owned by the Township and the Township of Assiginack, with an agreement in place stating that both municipalities are responsible for maintaining the bridge at a shared cost.

A review of previous municipal by-laws was conducted; however, no by-law could be located that formally established the existing load restriction on the bridge.

It is recommended that a formal by-law be enacted to establish and enforce the five (5) tonne load restriction for the Rogers Creek Road bridge.

In addition, it is recommended that a winter maintenance by-law be adopted for a portion of Rogers Creek Road. This designation would apply to the section of roadway beginning at the intersection of 6th Concession East, Slash Road, and Church Road and continuing to Leeson Bay Trail. Under this designation, the Township would not provide winter maintenance on this portion of the roadway.

Residents located on Leeson Bay Trail would continue to have year-round access to their properties via Lakeshore Road.

## Landfill

Our current landfill tipping fees may not be sufficient to offset the operational costs associated with managing the materials brought to the landfill. It is recommended that the Township review and revise the existing tipping fee structure in order to better support the costs of operating and maintaining the landfill. Research into tipping fees at other municipal landfills indicates that our current rates are lower than comparable facilities, and it would be appropriate to consider adjustments to bring our rates more in line with those municipalities.

In addition, the Township should begin exploring measures to reduce the volume and types of waste being brought into the landfill. Discussions have taken place with Englobe regarding well monitoring, the draft landfill extension plan, and potential improvements to landfill operations. As part of this process, research into practices at other municipal landfills has identified several possible measures that could be considered.

For example, some municipalities limit the acceptance of construction materials to loads of **10 cubic yards or less**, with larger quantities requiring homeowners or contractors to arrange for removal through a private bin service. Other municipalities also impose limits on household garbage, such as allowing **two to three bags per visit**, or implementing a **bag tag system** to help control waste volumes and generate additional revenue.

Staff are also currently working toward registering the landfill as a collection site with eTracks Tire Management Systems. This program allows municipalities and businesses to collect used tires for recycling at no cost for disposal or collection. Participation would require establishing a designated, clean storage area for tires and maintaining records of the quantity received. Once a sufficient volume has been accumulated, a designated hauler would collect and remove the tires at no cost.

Additionally, the Township is working toward implementing a new program for the collection and recycling of electronic waste (e-waste). The goal is to have both the tire recycling and e-waste programs in place within the next few months.

These initiatives would assist the Township in improving landfill operations, increasing diversion of recyclable materials, and helping to manage long-term landfill capacity more effectively.

## 2<sup>nd</sup> Concession Bridge

I have continued researching options for the replacement of the 2nd Concession Bridge, including both temporary and permanent solutions. This has involved reviewing potential options such as box culverts, Bailey bridges, and steel bridge structures, as well as making several inquiries regarding feasibility and installation requirements.

The installation of a box culvert system would require a longer construction period, additional environmental work, and further permitting, which would increase both the complexity and cost of the project.

The installation of a Bailey bridge as a temporary structure does not appear to be a feasible option. This approach would likely involve either renting or purchasing a bridge that would only serve as a temporary structure and could not be used as a permanent long-term solution when compared to installing a steel bridge.

I also spoke with Tim Lee to seek his input regarding the potential installation of a temporary bridge until the Township is financially able to proceed with a permanent bridge replacement. Based on that discussion, it was suggested that the Township consider purchasing the 60-foot bridge intended for the 20th Side Road and temporarily installing it at the existing 2nd Concession Bridge location.

Under this approach, the Township could then budget for the purchase of the 2nd Concession Bridge, which requires a 50-foot span. Once funding is available, both bridges could be installed at the same time. Completing both installations simultaneously would likely be more cost-effective, as it would allow the Township to bring in personnel and equipment for a single mobilization rather than separate projects.

# Electronic Voting Services Agreement

**Agreement for eVoting Services** made and effective this 4<sup>th</sup> day of February, 2025

BETWEEN:

**TOWNSHIP OF Tehkummah**

Of 456 Highway 542A Tehkummah, Ontario P0P 2C0  
(herein called “the Municipality”)

- and -

**INTELIVOTE SYSTEMS INC.**

Of 40 Thornhill Drive, Suite 12, Dartmouth, Nova Scotia, B3B 1S1  
(herein called “ISI”)

**WHEREAS** Intelivote has developed application software, procedures and expertise to provide an electronic voting system incorporating voting through secure wireless, telephone, and internet connections, (“the ISI System”);

**AND WHEREAS** the Municipality wishes to obtain from ISI the use of the ISI System to conduct its municipal election on the Election Date(s) defined in Article 1 below;

**AND WHEREAS** ISI and the Municipality wish to set forth the terms applicable to the use of the ISI System for the Municipality’s Election on the Election Date(s);

**NOW THEREFORE FOR** the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

## 1. Definitions

- 1.1 “Auditor” – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Event Officials.
- 1.2 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.3 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.4 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.

## Electronic Voting Services Agreement

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- 1.5 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the eVoting event and to whom a PIN has been provided.
- 1.6 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Event, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer (RO), whose rulings ISI shall be compelled to comply with.
- 1.7 “Election Date(s)”- means the following approximate dates: **October 19-26, 2026**.
- 1.8 “Interactive Voice Response” and “IVR”- means the capability for an Eligible Elector to listen to voting options and to cast a vote(s) through a telephone system including cellular phones.
- 1.9 “Internet Enabled Connection Service”- means the capability for an Eligible Elector to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.10 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.11 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which an Eligible Elector may connect through a telephone, including a cellular telephone, and cast their votes.
- 1.12 “Voting Decision”- means one or more slates of candidates or questions in which an Eligible Elector is entitled to vote in a predetermined manner.
- 1.13 “Voting Window”- means the hours designated by the Municipality during the Election Date(s) during which an Eligible Elector is entitled to cast their vote.
- 1.14 “Website Voting Address”- means an Internet Protocol address to be agreed upon between the Municipality and ISI to which an Eligible Elector may connect through a web browser and cast their votes.

## 2. Provision of ISI Systems

- 2.1 ISI hereby agrees to provide the use of the ISI System to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

### 3. Specifications

- 3.1 The ISI System shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI System and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI System shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI System shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- 3.4 Access to the ISI System via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Window unless directed by the Election Officials to extend or reduce the Voting Window.
- 3.5 The ISI System shall, if required, enable the Polling Officials to securely enter in the ISI System the PIN or name of each Eligible Elector at the time they are given a paper ballot at a polling station to vote in person and to determine at such time if any vote has previously been cast using such PIN and to record on the ISI System that a vote has been cast in respect of that PIN;
- 3.6 The ISI System shall enable the Auditor to access the ISI System and cast auditing votes prior to the Voting Window which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI System is functioning properly.
- 3.7 The ISI System shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Window.

- 3.8 The ISI System shall enable ISI personnel to shut down the ISI System and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.9 The ISI System shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.



**4. Contract Administration**

- 4.1 Each party shall designate the name, address, telephone, and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Chris Mosher  
Telephone: 902-468-0376  
Email: chris.mosher@intelvot.com

The primary Contract Administrator for the Municipality shall be:

Name: Peggy Young-Lovelace  
Telephone:   
Email: 

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Atlantic Time (ADT), excluding lunch hours and a reasonable number of days spent out of the office and shall respond within 1 business day of receipt of any request for information or request for decisions that are communicated between the Contract Administrators.
- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.

- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

## **5. Obligations of the Municipality**

- 5.1 The Municipality shall:
- 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
  - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI system as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
  - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
  - 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, assistance locations/polling locations.
  - 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

## **6. Obligations of ISI**

- 6.1 ISI shall:
- 6.1.1. Arrange at its cost, in consultation with the Municipality, for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
  - 6.1.2. Arrange at its cost, in consultation, with the Municipality for a Website Voting Address capable of handling not less than such

number of connections per minute as is specified by ISI based on the number of Eligible Electors;

- 6.1.3. Provide the ISI System functioning in accordance with the Specifications set out in Section 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Window;
- 6.1.4. Perform with diligence, in a timely manner, in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI system providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI system;
- 6.1.6. Ensure that the voting instructions are available on the ISI System during the Voting Window;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Window the results of votes cast for each candidate and question; and
- 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality if any other communication is demonstrably ineffective to resolve any outstanding issues.
- 6.1.9. The system is guaranteed to be up and running 99.9% of the time. Should technical issues prevent use of the system, ISI guarantees remedy within 30 minutes Monday – Friday between 8:30 am – 4:30 pm and 8:00 am – 8:00 pm on Election Day (October 26, 2026). Should the system not function, any costs are included in the contract and there shall be no additional consulting fees to remedy.

## **7. Fee and Payment Terms**

7.1 The Municipality agrees to pay to ISI:

- 7.1.1. A minimum services fee equal to \$3,000, (for a municipality with fewer than 1,500 eligible and enumerated electors) in the ISI System on Election Day(s);

- 7.1.2. A services and postage fee equal to \$1.75 per Eligible Elector for the creation, printing, and mailing of single page voter instruction letters with Canada Post;
- 7.1.3. Any fees for additional consulting services described in Schedule “B”;
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
  - a) 30% of the minimum services fee of \$3,000, (\$900) on execution of this Agreement, when invoiced by ISI, based on the number of Eligible Electors as determined by the current list of electors available from Elections Ontario for use in the 2026 Municipal election by the Municipality;
  - b) The services and postage fee of \$1.75, for each voter instruction letter to be sent to each Eligible Elector shall be due and payable when invoiced by ISI, typically two weeks prior to the printing and delivery of the letters, and,
  - c) the balance of the service fee immediately after the final Election Date, when invoiced by ISI.
- 7.1.5. The Municipality shall pay in addition to the fees stated above HST and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

## **8. Ownership and Rights**

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI System and the Municipality is only entitled to the data concerning the election generated by the ISI System and the Municipality shall have no other rights in or further use of the ISI System.

## **9. Representations and Warranties**

- 9.1 ISI represents and warrants that:
  - 9.1.1. Use of the ISI System as described in this Agreement does not infringe the intellectual property rights of any person;
  - 9.1.2. ISI has and will have full and sufficient rights to supply the use of the ISI System during the Voting Window;
  - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high-volume transaction, mission critical solution; and

- 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
- 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
- 9.2 The Municipality represents and warrants that:
  - 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI System for its municipal election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

## 10. Remedies

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all predetermined out-of-pocket expenses incurred for the planning and delivery of the municipal election in addition to the installments payable pursuant to sub-section 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in sub-section 7.1.4(a) are payable. The services and postage fee for the voter information letter is not required as there will be no service or postage required and thus it will not be billed to the Municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI System had been employed for the municipal election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.
- 10.4 If ISI terminates this Agreement for any reason other than if the Municipality does not meet the terms of the Agreement, no fees shall be payable and any fees under Section 7.1 shall be returned to the Municipality.

10.5 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

## **11. Force Majeure**

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or letter carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

## **12. Limitation of Liability**

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damage suffered by the Municipality. For purpose of this agreement, direct damages shall include but not be limited to any reasonable costs related to having to void or cancel an election and run a new election as a result of the negligence or breach of contract of ISI, including the cost of any third-parties used to complete the new election, and any reasonable costs related to breaches of privacy and the release of personal information. In no event shall ISI be liable for any indirect, consequential, or punitive damage to the Municipality or any other person. In any event, the liability of ISI under this agreement shall not exceed the limit of its insurance.

## **13. Insurance**

13.1 ISI shall have, and maintain for the Term of the contract, technology and cyber insurance, and Commercial General Liability insurance with an occurrence limit and aggregate limit of each, of not less than \$2,000,000. ISI shall provide proof of such coverage, satisfactory to the Municipality, prior to the election.

13.2 ISI represents and warrants that there are no claims and that to the best of its knowledge is not aware of any potential claims with respect to its technology and cyber insurance policy.

## **14. Miscellaneous**

14.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

Electronic Voting Services Agreement

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- 14.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 14.3 No delay or omission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 14.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.
- 14.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 14.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.7 This Agreement may not be assigned to any other party without the written consent of the other party.

**TOWNSHIP OF TEHKUMMAH**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**INTELIVOTE SYSTEMS INC.**

Per: \_\_\_\_\_

**Dean Smith – President & Founder**

**SCHEDULE "A"**  
**Base Services**

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration.
- c) Attending online (Zoom, Teams, etc.) organizational committee meetings with the Municipality.
- d) Assist in the development by the Municipality of educational materials for electors including creation of the elector instruction letter providing specific instructions on how to successfully use the electronic voting process.
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the Eligible Elector population to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial eligible elector list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of voter instruction letters.
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the municipal election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out voter instruction letters, then ISI will be responsible for the costs of preparing and mailing out the voter instruction letters.
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the election;
- j) Website development and design including generation of a customized webpage for electors to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification.
- l) Customization and development of all activity associated with configuring the election such as: district setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and

## Electronic Voting Services Agreement

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- loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality.
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials.
  - n) Training for election HelpLine staff;
  - o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event.

### **SCHEDULE "B"** **Consulting Services**

Additional consulting services that may be required and approved by the municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes  
All travel and living expenses will be reimbursed to ISI at cost.



Peggy Young-Lovelace  
Interim Clerk  
Township of Tehkummah  
456 Highway 542A  
Tehkummah, Ontario P0P 2C0

February 4, 2026

By Email: peggy@e4m.solutions

Re: eVoting Services – Intelivote Systems Inc.

Dear Peggy,

Intelivote Systems Inc. is pleased to provide you with this quote and description of services for electronic voting for the Township of Tehkummah for the 2026 Municipal and School Board Elections as per your request.

Intelivote continues to be the premier supplier of Evoting services for Canadian municipalities and has recently delivered our services to all the eligible electors here in Nova Scotia in October 2024. There are 49 municipalities that are required to conduct elections, and we provided services to the 44 that opted to use electronic voting. The remaining five were typically too small or were involved in amalgamation discussions to use the services. The resulting elections saw over 764,000 (92%) of the eligible electors in the province, making use of our evoting services during their election period.

We also delivered the Municipal Elections for 102 Ontario municipalities in the last round of Municipal Elections in 2022 servicing almost 50% of the all the municipalities in Ontario that used evoting services during that election cycle.

I have included a detailed breakdown of the services provided in our eVoting fee based on the estimated number of electors in your Municipality (~700), plus the cost for Intelivote to manage and coordinate production and distribution of voter instructions letters which include the Personal Identification Numbers (PINs) required for voting.

Please do not hesitate to contact me if you have any questions about the contents of this document or require further information.

Yours truly,

Dean Smith  
President and Founder  
Intelivote Systems Inc.

## Electronic Voting (eVoting) - Solution Overview

Intelivote Systems Inc. (ISI) a Canadian owned and operated company is the recognized Canadian leader in the successful implementation of eVoting; electors casting their ballots using the Internet, wireless devices and mobile or land line telephones.

The Intelivote solution even provides a seamless integration of traditional in-person polling station voting and mail-in balloting, with an electronic voting solution which includes telephone and Internet voting. ISI's leadership position comes as a result of our extensive experience in conducting municipal, union, association, and political leadership elections in a secure and auditable fashion ensuring voter anonymity and ballot privacy.

Intelivote has delivered more Municipal eVoting events in Canada than all our competitors combined and in addition to our Canadian elections and events, we have gained international experience and credibility in the successful implementation of both Internet and telephone-based voting applications used to deliver elections in the United States and the United Kingdom.



Intelivote understands that, in addition to other event requirements, election officials' mandate includes event costs, managing administrative time/effort, and providing overall management for the voting event. These requirements are among the key objectives and benefits available through the implementation of eVoting options.

ISI's extensive subject matter expertise in Ontario Municipal Elections, Union, and Association Elections and voting events, and Political Party Leadership Elections, has resulted in a full suite of eVoting system modules that address the needs of both the event officials and electors.

Intelivote does not sell its software; it is provided as a voting service. There is no additional software or hardware for clients to purchase to run a voting event using the Intelivote suite of modules. All the services are provided with our base service, and all the modules are Internet-enabled; secured by encryption, digital certificates and login IDs and passwords.



Voter anonymity, PIN security and event auditability are paramount in the design and delivery of the eVoting solutions ISI provides. In addition, the ability to import member information from clients' membership or Eligible Elector Lists, export updated elector information and perform demographic and statistical analysis on voting activity, further demonstrates the flexibility of our voting solution.

The ability for authorized event officials to review information on aspects of the eVoting event as it progresses (elector participation rates, etc.) provides increased visibility to those voting event metrics that can define a successful electronic voting event.

ISI maintains a hosted data centre environment in Kelowna with a backup centre in Mississauga. The full range of services we deliver, including high-speed high-bandwidth data capability, and scalable IVR (telephone) port availability, further demonstrates our commitment to ensuring an event with maximum performance, communications path diversity, application redundancy and high survivability.



ISI's project management capability, coupled with our established processes and procedures, is delivered by a team of information systems professionals and electronic voting experts, providing clients with the best in-class Internet and telephone voting solution.



Our experience confirms that several other categories of electors; disabled electors, retirees, shift workers and electors travelling are positively impacted by offering electronic voting. It is clear that eVoting specifically and effectively addresses all their requirements while at the same time offering them a new degree of convenience and secrecy not offered in traditional balloting at a polling location.

The ability to cast your ballot using the telephone, in addition to the Internet, addresses another important social-economic issue often cited in Internet-only voting solutions. The fact that Internet enabled electors have a more ample opportunity to cast their ballot than those who do not have Internet service, has been defined as a form of “digital divide” between certain groups of electors.

This demographic of electors who for various reasons, either are not comfortable with the technology, or cannot afford the technology (PC) and/or Internet service, are addressed by Intelivote's solution with the use of our telephone enabled voting. Typically, everyone has access to phone service, and this presents an equal opportunity to all electors.

Intelivote has been proactive in accommodating persons with disabilities facilitating their comfort and participation when using eVoting services. Intelivote's solution is compliant with the guidelines listed by the W3C technologies website principles and are certified to WCAG 2.1 level AA which is required by the Ontario's Accessibility for Ontarians with Disabilities Act (AODA) including organization, functionality and readability of information provided, as well as alternative ways of representing information (audio).

In December 2024 the Digital Governance Standards Institute (DGSI) published the CAN/DGSI 111-1 standard for Online Voting in Canadian Municipal Elections. This new National Standard of Canada is optional for municipalities and vendors to follow but is very useful in setting a baseline of integrity and a roadmap for improvement in internet voting.

Intelivote Systems participated as a reviewer in the development of this standard as an invited member of the Technical Committee. We believe that establishing a standard brings value to municipalities of all sizes and furthers the advancement of the state of democracy for all Canadians. There are several mandatory requirements in the standard, indicated by the keyword *shall*. Intelivote Systems Internet Voting solution for the 2026 Ontario Municipal Elections is compliant with **all** these requirements.

In addition to delivering the most eVoting elections in the municipal sector in Canada, our client list includes many of Canada’s largest unions and associations and includes other organizations we have successfully delivered a variety of events that support their AGM’s, executive and board elections, job action votes and agreement votes. A **sample** of our over 2,800 elections include services for these clients:

<ul style="list-style-type: none"> <li>Ontario Municipal &amp; School Board Elections - over 315 Events</li> </ul>	<ul style="list-style-type: none"> <li>Nova Scotia Municipal &amp; School Board Elections – over 160 Events</li> </ul>
<ul style="list-style-type: none"> <li>Nurses Association of NB (NANB)</li> </ul>	<ul style="list-style-type: none"> <li>Nova Scotia Paramedics (IUOE)</li> </ul>
<ul style="list-style-type: none"> <li>Nova Scotia Nurses Union (NSNU)</li> </ul>	<ul style="list-style-type: none"> <li>Newfoundland and Labrador Assoc. of Public and Private Employees (NAPE)</li> </ul>
<ul style="list-style-type: none"> <li>Nova Scotia Gov. Employees Union - NSGEU - over 75 events</li> </ul>	<ul style="list-style-type: none"> <li>New Brunswick Union of Public and Private Employees (NBPEA)</li> </ul>
<ul style="list-style-type: none"> <li>Elementary Teachers of Toronto (ETT)</li> </ul>	<ul style="list-style-type: none"> <li>Doctors Nova Scotia</li> </ul>
<ul style="list-style-type: none"> <li>Toronto Secondary Unit Teachers -TSU</li> </ul>	<ul style="list-style-type: none"> <li>Manitoba Health Authority</li> </ul>
<ul style="list-style-type: none"> <li>NL PC Party</li> </ul>	<ul style="list-style-type: none"> <li>Association of Cdn. Financial Officers</li> </ul>
<ul style="list-style-type: none"> <li>Public School Administrators Association of Nova Scotia (PSAANS)</li> </ul>	<ul style="list-style-type: none"> <li>Toronto Elementary Catholic Teachers (TECT)</li> </ul>
<ul style="list-style-type: none"> <li>Public Service Labour Relations Board</li> </ul>	<ul style="list-style-type: none"> <li>Teamsters Canada Rail Conference</li> </ul>
<ul style="list-style-type: none"> <li>CUPE (numerous locals)</li> </ul>	<ul style="list-style-type: none"> <li>Teamsters (numerous locals)</li> </ul>
<ul style="list-style-type: none"> <li>IBEW (numerous locals)</li> </ul>	<ul style="list-style-type: none"> <li>Canadian Merchant Services Guild</li> </ul>
<ul style="list-style-type: none"> <li>Customs and Immigration Union (CIU)</li> </ul>	<ul style="list-style-type: none"> <li>ACTRA</li> </ul>
<ul style="list-style-type: none"> <li>Liberal Party of NL</li> </ul>	<ul style="list-style-type: none"> <li>Unions New Brunswick</li> </ul>
<ul style="list-style-type: none"> <li>Canadian Flight Attendant Union</li> </ul>	<ul style="list-style-type: none"> <li>Canadian Police Association</li> </ul>
<ul style="list-style-type: none"> <li>Unifor (numerous locals)</li> </ul>	<ul style="list-style-type: none"> <li>Confédération des syndicats nationaux (CSN)</li> </ul>
<ul style="list-style-type: none"> <li>Professional Association of Foreign Service Officers (PAFSO)</li> </ul>	<ul style="list-style-type: none"> <li>United Steelworkers – USW (numerous locals, 20+ events)</li> </ul>
<ul style="list-style-type: none"> <li>Telecommunications Workers Union (Telus workers)</li> </ul>	<ul style="list-style-type: none"> <li>Telecommunications Employees Association of Manitoba (TEAM)</li> </ul>
<ul style="list-style-type: none"> <li>Canada Industrial Relations Board (CIRB) – over 30 events</li> </ul>	<ul style="list-style-type: none"> <li>Public Service Alliance of Canada – (PSAC) - over 40 events</li> </ul>
<ul style="list-style-type: none"> <li>Association of Academic Staff University of Alberta (AASUA)</li> </ul>	<ul style="list-style-type: none"> <li>Canadian Actors Equity Association</li> </ul>
<ul style="list-style-type: none"> <li>Association of Municipal Clerks and Treasurers of Ontario (AMCTO)</li> </ul>	<ul style="list-style-type: none"> <li>Metis Nation of Alberta</li> </ul>
<ul style="list-style-type: none"> <li>Canadian Aboriginal and First Nations - over 35 events</li> </ul>	<ul style="list-style-type: none"> <li>Canadian Political Leadership Elections – over 24 events</li> </ul>
<ul style="list-style-type: none"> <li>Ontario Progressive Conservative Party – Riding Elections</li> </ul>	<ul style="list-style-type: none"> <li>Ontario Liberal Party – Riding Elections</li> </ul>
<ul style="list-style-type: none"> <li>Conservative Party of Canada – Riding Elections</li> </ul>	<ul style="list-style-type: none"> <li>Nova Scotia Progressive Conservative Party – Riding Elections</li> </ul>
<ul style="list-style-type: none"> <li>Newfoundland &amp; Labrador Progressive Conservative Party – Riding Elections</li> </ul>	<ul style="list-style-type: none"> <li>United Conservative Party of Alberta – membership merger vote</li> </ul>

## Intelivote Modules

A series of modules are included in the Intelivote system that ensure all the key stakeholders in the eVoting process are provided with the information they require to perform their tasks in support of the event. These include:

- Auditor Module – provides support for an independent third party to formally audit the voting and availability of the system during the eVoting period.
- Ballot Review module – provides the opportunity for event officials to review the spelling and audio quality of information appearing on the eVoting ballots prior to the voting event starting.
- Chief Electoral Officer (CEO) module – provides an interactive monitoring and reporting capability to review the activity of the electors as the eVoting progresses.
- Voter Help module – provides assistance to electors who contact the HelpLine by allowing agents to review and query the status of a member’s activity. It is important to note that the agent can never see how a member has cast their ballot.
- Voter Help Supervisor module – provides supervisory administration and management of the Voter HelpLine agents and their activities.
- Enumerator module – provides the event officials the opportunity to add eligible electors to the Electors List during a defined enumeration period.
- Deputy Returning Office (DRO) module – provides the DRO the capability to manage the electors appearing at a manual polling location by providing a capability to lookup electors, review their status within the eVoting system and strike them off the official list when a paper ballot is issued.
- Candidate module – offers candidates the opportunity to review and track member “attendance” whether they are using electronic voting or manual voting and assists them in “getting the vote out”.
- Voter module – facilitates electors casting their ballots using either a phone or an Internet enabled device.

New capabilities and features to Intelivote’s solution this year include the ability for Municipalities to use DataFix’s Municipal Voterview application throughout the entire election. Updates and additions to the list of electors are integrated with the voting solution ensuring continuity for staff tasked with managing the list and assisting voters during the election.

## Electronic Voting – Service Fees Table

This quote is based upon our current understanding of your requirement to conduct a voting event for an Ontario Municipal Election. We have made the following assumptions, please do not hesitate to correct any of these assumptions:

1. Voting will be enabled by implementation of the eVoting solution, (phone and Internet) allowing voting over an 8-12 (typically) day period, 24 hours a day.
2. Voter Help desk services are provided by the municipality with full training provided by Intelivote.
3. Creation, mail-out and postage of the Personal Identification Numbers and Voter Instruction Letters both by Canada Post required for electors to vote will be provided based upon the List of Electors provided by the municipality.
4. Internet and telephone voting is in English and French.
5. All training is provided for the election personnel required to assist with the event.

### Services Pricing

Pricing ± to be adjusted based on Eligible Electors once the Final List of Electors is produced. **Applicable taxes are additional.**

Intelivote eVoting minimum fee (less than 1,500 electors)	Estimated # Eligible Members	Voter Instructions / Elector
\$3,000.00	700	\$1.75
eVoting Costs Summary		
Intelivote eVoting Solution	Electronic voting using the Internet and telephone, provided to the list of eligible members.	\$3,000
Voter Instruction Letter	Cost of creation, production and supplies for producing and mailing the Voter Instruction Letter. This is based on a single page letter with black & white print. Includes the cost of first class Canada Post postage for the mail-out.	\$1,225
	<b>Total</b>	<b>\$4,225</b>

**Applicable taxes are additional**

**Base Services**

#	Base Fee Services Included	Description	Not Included
1	Multiple voting channels	Provides the elector with a choice of voting channel: internet, wireless device, and mobile or land line telephone. Includes the activities associated with the telecommunications setup for electronic voting; appropriate bandwidth; phone ports; website registration etc.	Elector equipment / hardware; equipment and internet connections for the Polling Stations (if required).
2	Voting event system setup	This eVoting system is fully configurable, facilitating a wide array of voting configuration options. All activity associated with configuring the event is included in the base service. This includes such activities as: candidate or question assignment; race and candidate name recordings; elector list management; secure ID and password management; configuring and loading races/questions (i.e. type of race, sequence and presentation display).	
3	PIN management	Intelivote Systems will generate the PINs using the eligible elector population to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each eligible elector based on the file provided by the owner of the list. In addition to the PIN, an eligible elector category is created and finally a file is produced suitable for production of voter instruction letters.	
4	Customization of voter instructions	Creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process.	
5	Customized welcome webpage	Generation of a customized webpage working with the client ensuring all legislative issues and association by-laws relating to voter notification are adequately addressed.	
6	Full enumeration capability	Provides the ability to add electors to the official electors list, assign the necessary categorization based on geography or local for example, and issue a PIN for voting purposes.	Equipment or hardware used by the returning officer or clerk. A standard PC with internet access is required.

#	Base Fee Services Included	Description	Not Included
7	Support module for Voter's HelpLine	The Voter HelpLine workers will have secure login access to the Voter HelpLine module. It provides a full set of features designed for agents to provide support to electors who may have questions regarding the event or issues relating to the elector profile, PINs, etc.	The Voter HelpLine Centre and the agents who staff it. Telecommunications costs for the Voter HelpLine. Equipment or hardware used by the staff. Standard PCs with internet access are required.
8	Event Official(s) management tools	The Event Officials will have a secure login which will allow for an up-to-the-minute view of critical eVoting data, required for the administration of the eVoting event.	Equipment or hardware used by the Event Official, standard PC with internet access is required.
9	Auditor control & management tools	The Auditor will have a secure login capability to audit the various processes as determined by the eVoting event authorities. They will have the capability to observe the voting event as it progresses, monitoring voting activity to the candidate level in a secure mode available only to them.	Equipment or hardware used by the Auditor. A standard PC with internet access is required.
10	Candidate 'Supporter Tracking' capability	Prior to and during the eVoting event, candidates will have the ability to identify their lists of supporters using a secure login in the Candidate module. During the voting period the candidate or approved designate can track the participation of supporters online.	Equipment or hardware used by the Candidate. A standard PC with internet access is required.
11	Reporting	A series of reports are available both during and after the voting event. These include vote results, audit reports, participation rate reports etc.	
12	Training	Training available on the features and use of the Auditor, CEO, Candidate, Enumeration, and Voter HelpLine modules. Training is normally provided via web training.	
13	Account Management	An experienced eVoting consultant, who assists with all aspects of the event and who is the single point-of-contact for the client.	
14	DataFix MVV integration	Optional integration with DataFix's Municipal Voter View enabling updating and editing of electors throughout the entire election period.	Requires the municipality to contract DataFix services.

**The Corporation of the Township of Tehkummah**  
**Council Statement of Remuneration and Expenses**  
For the Period from January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2025

Per Municipal Act RSO 2001, Section 284 (1, 2); Township By-law 1155-23

<b>Elected Position</b>	<b>Name</b>	<b>Honorarium</b>	<b>Expenses</b>	<b>Total</b>
Mayor	John Deforge	\$3,700.00	\$0.00	\$3,700.00
Councillor	Perry Chatwell	\$2,400.00	\$0.00	\$2,400.00
Councillor	Lorie Leeson	\$2,400.00	\$0.00	\$2,400.00
Councillor	Mike McKenzie	\$2,400.00	\$0.00	\$2,400.00
Councillor	Steve Wood	\$2,200.00	\$0.00	\$2,200.00
<b>Total remuneration and expenses paid to Council</b>				<b>\$13,100.00</b>



January 14, 2026

Township of Tehkummah  
Municipal Building 456 Hwy 542A  
Tehkummah ON P0P 2C0

Re: 2025 Manitoulin-Sudbury DSB Board Expenses

Dear Clerk Treasurer,

In the fiscal year of 2025 the appointed representative for the Township of Tehkummah, John Deforge received a total of \$ 3,090.57

The total received is detailed in the following breakdown:

Mileage	\$ 1,098.00
Honoraria	\$ 1,885.82
Meals	\$ 106.75
Internet expenses	\$ .00
Accommodations	\$ .00
Total	\$ 3,090.57

If you require any further information, please contact me directly.

Regards,

Connie Morphet  
- Director of Finance and Admin  
705-698-0822

# THE CORPORATION OF THE TOWNSHIP OF TEHKUMMAH

## Bylaw Number 2026-09

### 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 Special Council Meeting of February 10 and the Regular Council Meeting of March 9, 2026.
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 2026-040 this 9<sup>th</sup> day of March 2026.

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Mayor

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Clerk