

The Corporation of The Township of Jocelyn

Regular Meeting of Council

Wednesday February 4, 2026

7:00pm

3670 5th Side Road, Hilton Beach, ON P0R 1G0

1. Call To Order
2. Approval of Agenda
3. Declarations of Disqualifying Interest
4. Reeve's Address
5. Delegations/ Presentations
6. Approval of Minutes of Most Recent Meetings – *January 21, 2026 Regular Meeting of Council Meeting Minutes*
7. Committee of the Whole Working Session (*to work on policy/plans*)
7.1 Hall Rental Policy with suggested new rates
8. Council Direction From Previous Meeting
9. Legislative Matters
 - 9.1. By-Laws – *A) Fire Protection Grant Agreement*
 - 9.2. Public Hearings: Planning or Zoning Matters
10. Committee / Local Board Reports
 - A. Roads -
 - B. Museum
 - C. Planning – *A) Accessory Buildings*
B) Planning Board Budget
 - D. Landfill
 - E. Tenby Bay Cemetery
 - F. Fire Department
 - G. Building
 - H. Recreation
11. Administrative Matters
 - 11.1 New Business/ Reports from Officers/ Employees on Various Issues (including reports from departments that require Council's approval)
A) Pothole Funding Program Agreement

11.2 Financial Update/ Statement

11.3 Update on Capital Projects

12. Leadership Issues

12.1 Asset Management Plan – CEMC cost for 2026

12.2 New Policy

12.3 Notice of Motion

13. Correspondence; For Action

A) Hunters and Anglers – Ernie Eddy Memorial Children's Ice Fishing Derby sponsorship request

14. Closed Session

Be it resolved that Council proceed into Closed Session at _____ p.m. in accordance with Section 239 of the Municipal Act in order to address matters pertaining to

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

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

(d) labour relations or employee negotiations;

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

* Discussion regarding *A) Landfill Committee Applications*

B) Review of ratepayer's concern

15. Business Arising From Closed Session

16. Confirmation of Proceedings By-Law

17. Adjournment

The Corporation of the Township of Jocelyn

Regular Meeting of Council Meeting Minutes

Wednesday January 21, 2026

7:00pm

3670 5th Side Road, Hilton Beach, ON P0R 1G0

Present:

Reeve Cori Murdock

Clerk Kaylee D'Angelo

Councillor Dennis Sophia

Councillor Albert Crowder (via phone)

Councillor Jason Kennedy

Call To Order

26- 314

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

Be it resolved that we call this Meeting of Council to order at 7:02pm.

Cd.

Agenda Approval

26-315

Moved by: Dennis Sophia

Seconded by: Jason Kenndy

Be it resolved that we adopt the January 21, 2026 Regular Meeting of Council agenda, as presented.

Cd.

Approval of Minutes

26-316

Be it resolved that Council approve the meeting minutes from the January 7, 2026 Meeting of Council.

Cd.

Legislative Matters

Planning or Zoning Matters – Shore Road Allowance

“TAKE NOTICE that the Council of the Corporation of the Township of Jocelyn proposes to enact a by-law to stop up, close and sell those portions of the original allowance for road set out and described as follows:

That part of the original shore road allowance in front of lot 3, Registered Plan M301 and further described as follows:

Part 1, Plan 1R-14275- 1436 Sterling Bay Road – Packalen/ Falcioni

The proposed by-laws will come before Council for consideration as its regular meeting at 7:00pm on Wednesday January 21, 2026 at the Jocelyn Township Office, 3670 5th Side Road Hilton Beach (Jocelyn Township). At that time Council will hear in person or by solicitor or agent, any person who claims their land will be prejudicially affected or who applied to be heard. Please note that the decision of Council is final.”

This notice was posted in December and January to the Township Office bulletin board, township website, Island Clippings and meeting agenda.

No concerns were brought forward.

By-Laws – Shore Road Allowance

26-317

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

WHEREAS it is deemed expedient and in the interest of the Corporation of the Township of Jocelyn, hereinafter called the Corporation, that the original shore road allowance set out and described in schedule A attached hereto be closed and stopped up and the lands be transferred to the adjoining landowners;

AND WHEREAS notice of this by-law has been published in local publications, not less than five days or more than thirty days prior to the notice of intention to pass the by-law

AND WHEREAS notice of this by-law has been posted in the most public places in the immediate neighbourhood of the said shore road allowance;

AND WHEREAS the Council of the said Corporation has heard in person or by his counsel, solicitor or agent, all persons claiming that their land will not be prejudicially affected by this by-law and who applied to be heard;

NOW THEREFORE, BE IT RESOLVED THAT the Council of the Corporation of Jocelyn gives three readings and passes By-Law 2026-1671 BEING A BY-LAW TO STOP UP, CLOSE AND SELL THAT PORTION OF THE ORIGINAL ROAD ALLOWANCE SET OUT AND DESCRIBED as the original shore road allowance in front of Part of Lot 13, Concession VII, also being in front of lot 3, Registered Plan M304, described as Part 1, 1R14275 – Owner M. Packalen and D. Falcioni 1436 Sterling Bay Drive, Township of Jocelyn, on St. Joseph Island, in the District of Algoma.

AND THAT said road allowance shall be transferred to Maara Packalen and Darren Marty Falcioni, owners of the adjacent lands, located at 1436 Sterling Bay Drive, Roll #5701-000-000-51503-0000.

Cd.

Procedural By Law Draft Review

26-318

Moved by: Dennis Sopha

Seconded by: Jason Kennedy

WHEREAS Section 238 (2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, requires every municipality and local board to pass a procedure by-law governing the *calling, place and proceedings of meetings, and to provide for public notice of meetings*;

AND WHEREAS Sections 223.2 to 223.8 of the Municipal Act, 2001 as amended, to authorize municipalities to establish codes of conduct for members of Council and local board and provide penalties for contraventions;

THEREFORE be it RESOLVED that Council does pass **By-Law No. 2026-1672** Being a by-law to provide for the adoption of revised Rules of Procedure for the Municipal Council of The Corporation of the Township of Jocelyn and its committees, and to repeal and replace **By-Law No. 2024-1571** with the suggested amendments made.

Cd.

The Reeve asked if Council had any suggestions or edits to add to this document.

The Reeve asked for the following edits to be made:

- A) *Section 10.1 – Agendas – That the items to be included in the agenda must be submitted to the Clerk by the Monday (4:40pm) of the week PRIOR to the meeting. Rather than the Friday before.*
- B) *Section 10.2 – Agendas – That we continue using the agenda template that we have been using to date with minor adjustments. Committee and Local Board Reports will only include committees and boards of Council using written reports submitted in advance. The museum and Trefry will be included under Correspondence if there are items to share for information.*
- C) *Section 10.3 – Agendas- Council may alter the order of business by a majority consensus – adding or removing items included.*

No other suggestions were made.

Committee/ Local Board Reports

A. Recreation – Notice for Volunteer Opportunity

The Township is hoping to host two recreational events this year – The Maple Run and Harvest Fest. It was decided that two committees would be created, one for each event. The Maple Run is normally held at the end of May while Harvest Fest occurs the first weekend of September. There are options for how involved volunteers may like to be – **A.** You can join the committee and help design the events, shop for needed items, recruit vendors etc. Or **B.** Register as a volunteer for the event date only – lend a hand with things such as parking attendant, games, food booths, clean up etc.

Both options require attending planning meetings and registering with the Township Office.

Administrative Matters

Draft Share Shed Policy

26-319

Moved by: Dennis Sopha

Seconded by: Jason Kennedy

Be it resolved that Council approves and adopts the Landfill Share Shed Policy as presented, that shall come into effect on February 1, 2026.

Cd.

Draft Landfill Use Guidelines

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

Be it resolved that Council accepts the Landfill Use Guidelines, outlining acceptable materials, tipping fees, items not accepted, and operating hours. Taking into effect February 1, 2026.

Staff will post this document on the website and office bulletin board for public notice.

Currently, staff is waiting for updated Recycling Depot information regarding glass, once that is received it will be included.

Cd.

Closed Session

26-321

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

Be it resolved that Council proceed into Closed Session at 7:30pm in accordance with Section 239 of the Municipal Act in order to address matters pertaining to :

- 2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is:
 - b) personal matters about an identifiable individual, including municipal or local board employees.
 - d) labour relations or employee negotiations

* Discussion regarding the building department and Chief Building Official position

Arising From Closed Session

26-322

Moved by: Dennis Sophia

Seconded by: Jason Kennedy

Be it resolved that we do rise from Closed Session at 7:55pm.

Cd.

Correspondence : For Action

Crime Stoppers Donation Request

26-323

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

Be it resolved that Council will support Crimestoppers in the amount of \$500.00. for the year 2026.

Cd.

Confirmation of Proceedings

26-324

Moved by: Dennis Sophia

Seconded by: Jason Kennedy

Resolved that we do pass **By-Law 2026-1673** to confirm the proceedings of the January 21, 2026 Meeting of Council.

Cd.

Adjournment

26-325

Moved by: Jason Kennedy

Seconded by: Dennis Sophia

Be it resolved that Council agree to adjourn this meeting at 7:58pm and will meet again on **Wednesday February 4th, 2026** or at the call of the Reeve.

Cd.

DRAFT

The Corporation of The Township of Jocelyn

3670 5th Side Road, Hilton Beach, ON P0R 1G0

Ph: 705 246-2025

Email: admin@jocelyn.ca

Hall Rental Policy and Agreement

The Jocelyn Township Hall is available for use by Township residents, ratepayers, and other user groups. All users are expected to comply with the following terms and conditions.

1. Rental Fees and Permits

Hall Rental Fee Schedule

| Rental Type | Fee |
|---|----------------|
| Full-day event (no kitchen equipment) | \$50.00 |
| Full-day event (with use of kitchen equipment) | \$75.00 |
| Half-day booking (classes or meetings) | \$25.00 |
| Additional setup or takedown day (per day) | \$25.00 |
| Cleaning deposit (refundable, subject to inspection) | \$50.00 |

Notes:

- The cleaning deposit will be refunded following a staff inspection completed within three (3) days after the event.
- Additional setup or takedown fees apply to one-day events only.

Food and Alcohol Requirements:

- Any event where food is prepared on-site must provide the Township Office with a valid food permit prior to the event.
- A valid liquor licence is required for **any alcohol** on the premises, regardless of type or quantity. A copy must be provided to the Township Office prior to the rental.

2. Payment and Booking

- Event dates are secured **only once all required fees and deposits are paid**.

- All payments must be made **prior to the event** and **during regular office hours**.
- Ratepayers wishing to request a waiver of fees may do so by submitting a written request by email to the Township Office at least **one (1) week in advance** of the event.

3. Access and Security

- Access to the hall will be provided by a **code**, which will be issued to the renter. The code will be valid only for a specified time period, related to the booking.
- The side door is to be used as the main entrance. The front door is not to be used for regular entry.
- For fire safety purposes, the front door must be unlocked (padlock removed and wooden door blocks adjusted) during use and re-secured once the event has concluded.

4. Cleaning and Care of the Facility

- The hall must be cleaned after each use. This includes:
 - Removal of all garbage from the kitchen, bathrooms, and hall
 - Wiping down all counters and surfaces
 - Sweeping and/or mopping floors
 - Turning off all fans and lights

Dishes:

- If hall dishes are used, they must be washed in accordance with Algoma Public Health Unit requirements using the three-sink method:
 - First sink: Wash
 - Second sink: Hot rinse
 - Third sink: Javex/hot water sanitizing rinse

5. General Rules

- No smoking or vaping is permitted inside the hall.
- Renters will not adjust the thermostat or open utility closet unless approved in advance
- Tables and chairs are not to be removed from the hall.
- Occupancy shall not exceed **89 persons**.
- Renters must familiarize themselves with and adhere to the Fire Safety Plan and the Occupancy Load Certificate.
- Failure to comply with any section of this policy may result in future requests to use the facility being declined or deposits not being returned.

Hall Rental Agreement Form

Name of Organization or Individual: _____

Name of Organizer (Contact): _____

Phone Number: _____

Organization Type (check one):

- Jocelyn Non-Profit Group
- Ratepayer
- Other Non-Profit Group
- Non-Ratepayer
- Private Recreation / Non-Commercial Use
- Private Commercial Use

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Date of Event(s): _____

Type of Event: _____

I, (print name) _____, have read and understand the terms and conditions of this agreement and agree to abide by all requirements set out herein. I acknowledge and agree that I am responsible for any damage to the facility, equipment, or property occurring during the rental period. I also understand that failure to comply with the terms and conditions of this Agreement may result in the forfeiture of all or part of the damage deposit to the Township to cover repair, cleaning, or replacement costs.

Signature of Applicant: _____ **Date:** _____

For Office Use Only

- Fees Paid: _____ Date: _____
- Cleaning Deposit Received: \$50.00 Yes No
- Access Code Issued: Yes No Valid From: _____ To: _____
- Post-Event Inspection Date: _____
- Cleaning Deposit Returned: Yes No Date: _____
- Staff Initials: _____

ONTARIO FIRE PROTECTION GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the

(The “Effective Date”)

B E T W E E N:

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(referred to as the “Province”)

- and -

CORPORATION OF THE TOWNSHIP OF JOCELYN

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

| | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Project Specific Information and Additional Provisions |
| Schedule “C” - | Project |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan |
| Schedule “F” - | Reports |

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 This Agreement may be amended upon the agreement of all Parties, which shall be executed in writing.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario;
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement

may be subject to disclosure in accordance with that Act; and

(f) the Province is bound by the Financial Administration Act (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

- (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
- (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Carrie Clark

Title: Deputy Fire Marshal

JOCELYN

CORPORATION OF THE TOWNSHIP OF

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

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

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

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

“Funding Year” means.

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the

period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“Project” means the undertaking described in Schedule “C” and as may be amended from time to time.

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

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

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and

provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

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

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

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

A7.0 REPORTING, ACCOUNTING AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the

Province directs;

- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and
- (d) obtain prior written approval from the Province before using any logo or symbol of the Government of Ontario, the Ministry of the Solicitor General or the Office of the Fire Marshal in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 Notice of Project-Related Communications. Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will,

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

A11.0 TERMINATION ON NOTICE

- A11.1 Termination on Notice.** This Agreement may be terminated by the Province at any time without liability, penalty, or costs upon giving at least thirty (30) days prior written Notice to the Recipient.
- A11.2 When Termination Effective.** Termination under Article A11.1 will take effect as provided for in the Notice.

A11.3 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

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

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

DEFAULT

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

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

A15.4 Payment of Money to Province. The Recipient will pay any money owing to

the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

- (a) it will do so by Notice;

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

(d) such Failure is continuing,

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A.8, Article A8.0, Article A9.0, Article A10.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0, and Article A27.0.

-- END OF GENERAL TERMS AND CONDITIONS --

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | \$33,400 |
| Expiry Date | March 31, 2026 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule “A” | \$ 5,000 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | <p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON L0L 1N0</p> <p>Fax: (705) 305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Name: Rick Sirvio</p> <p>Position: Fire Chief</p> <p>Address: , , ,</p> <p>Phone: 705-205-8809</p> <p>Email: rpsirvio@gmail.com</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Name: Kaylee D'Angelo</p> <p>Position: Clerk/Deputy Treasurer</p> <p>Address: , , ,</p> <p>Phone: 705-246-2025</p> <p>Email: admin@jocelyn.ca</p> |

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year two of the Fire Protection Grant focuses on firefighter health and safety (specifically, cancer prevention measures) minor infrastructure updates and support for Lithium-Ion Incident Responses. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified five categories of eligibility:

- Cancer Prevention – Equipment and Supplies (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)
- Lithium-Ion Incident Response – Equipment and Supplies (such as extinguishing agents, fire decontamination systems and safety solutions)

The grant application window opened August 13, 2025 and closed September 30, 2025.

CORPORATION OF THE TOWNSHIP OF JOCELYN is approved for \$33,400

Funding to support the purchase of Purchase 4 lithium ion extinguishers, 10 SCBA masks and 10 air cylinders and a washdown kit, 20 pairs of firefighting gloves and 2 sets of bunker gear..

SCHEDULE “D” BUDGET

Funding will be provided to CORPORATION OF THE TOWNSHIP OF JOCELYN upon execution of this Agreement.

Funding will be provided to CORPORATION OF THE TOWNSHIP OF JOCELYN explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule “C”. Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule “F” that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2026. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2026).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE “F” REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received, through the Transfer Payment Ontario or as otherwise directed, by the end of Provincial Financial Quarter, Q3, to outline how the grant funding was utilized, and the benefit(s) seen at the department level.

As part of the report back, the municipality is required to provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule “C”.

St. Joseph Island Planning Board

2026 BUDGET

| | 2025 Budget \$ | 2025 Actual \$ | 2026 BUDGET \$ |
|---|------------------------------|------------------------------|------------------------------|
| <u>Expenditures:</u> | | | |
| General Board Expenses | 3,600 | 3,397 | 3,500 |
| Honouraria | 2,400 | 1,980 | 2,400 |
| Administration Fees | 7,020 | 7,021 | 7,021 |
| Staff/Board Training & Conferences | 600 | 0 | 700 |
| Professional Fees (Audit) | 600 | 572 | 600 |
| Contribution to Reserves | 0 | 8,042 | 0 |
| Miscellaneous | <u>0</u> | <u>0</u> | <u>0</u> |
| Sub-Total | 14,220 | 21,012 | 14,221 |
| Official Plan Review and Update | 2,465 | 1,282 | 504 |
| Zoning By-law Update | <u>20,000</u> | <u>0</u> | <u>25,000</u> |
| TOTAL EXPENDITURES | 36,685 | 22,294 | 39,725 |
| <u>Revenues:</u> | | | |
| Application Fees | 4,400 | 6,400 | 5,000 |
| Interest Income | 385 | 494 | 400 |
| Contribution from Reserves | 16,500 | 0 | 18,725 |
| Miscellaneous | <u>0</u> | <u>0</u> | <u>0</u> |
| Sub-Total | 21,285 | 6,894 | 24,125 |
| Levy to Municipalities | <u>15,400</u> | <u>15,400</u> | <u>15,600</u> |
| TOTAL REVENUE | 36,685 | 22,294 | 39,725 |
| Reserve for Working Funds (at Year End) | 20,598 | 45,950 | 27,225 |

Planning Report

To: St. Joseph Island Municipal Councils

From: Michael Jagger, Secretary-Treasurer

Date: January 23, 2025

Re: Accessory Buildings on Otherwise Vacant Lands - Non-Conforming Uses

Background:

The St. Joseph Island Planning Board was delegated Consent Approval Authority by the Province on February 2, 1978. A further delegation of Subdivision Approval Authority came into effect on December 21, 1998. Since 1978, the Planning Board has routinely processed applications resulting in the creation of hundreds of new lots. A substantial number of these new lots had existing storage facilities (i.e. sheds, garages, etc.) or other structures of an accessory type use located on either the new lot being created or on the portion of the original lot being retained, where that parcel was otherwise vacant land. These buildings and structures were considered to meet the zoning by-law definition of a pre-existing non-conforming use which would legally be allowed to continue so long as that pre-existing use was not changed. The appropriateness of considering such buildings and structures to be legally pre-existing non-conforming uses has however recently been raised, and staff of the Ministry of Municipal Affairs and Housing do not recommend this approach. As a result, the Planning Board has directed me to prepare a report on this matter, including potential effects and remedies, as well as other options for consideration by the councils of its member municipalities

This report focuses on two issues related to accessory type uses located on otherwise vacant lots, as follows:

First, should a pre-existing building or structure that was used as an accessory use to a primary permitted use, but which is no longer on the same lot as that permitted primary use as a result of land division, be allowed to continue to be used for the same use it was prior to the land division as a legal pre-existing non-conforming use?

If so, then perhaps nothing would need to be done other than possibly clarifying the wording in related clauses of the zoning by-law. If not, then it may be prudent to clarify this in the zoning by-law. Steps would then also need to be taken to bring a large number of lots previously created by subdivision or severance, which have such buildings thereon, into compliance with your zoning by-laws by requiring amendments to the zoning by-laws to recognize and permit the subject buildings and uses thereof to continue. Failing that, such uses could be required to be terminated and/or the subject buildings removed.

A review of all severance applications processed since 2008 indicated that more than 10% of all applications approved during that period resulted in the creation of otherwise vacant lots that had such buildings or structures located thereon. If that percentage is applied to all applications processed since

1978, the number of which is estimated to be between 700 and 800 applications, then there could quite conceivably be some 70 to 80 similar situations that may need to be either removed or dealt with through individual site specific amendments to your zoning by-laws unless they are recognized as legally pre-existing non-conforming uses.

Second, should certain types of “accessory” buildings or structures be allowed to be erected and used on otherwise vacant lots?

Is there any particular reason why a landowner should not be allowed to have a private storage facility (i.e. shed or garage) or certain other “accessory type uses” (e.g. gazebo) located on their property without having any other primary permitted use on the same lot? Some municipalities allow these types of buildings and structures prior to development of a primary use on a lot, but most do not.

Options to allow such buildings or structures could be considered as part of the zoning by-law review and update currently being undertaken by the Planning Board on behalf of its member municipalities. It would be possible to allow such uses by either adding them to the list of permitted uses of certain zones (e.g. residential zones only) or by adding a notwithstanding (exceptions) clause to the relevant zones. It could also be possible to limit the number and size of such uses permitted on a single lot.

One approach could be to amend the comprehensive municipal zoning by-laws to include a provision which would allow for the erection and use of one private storage facility (i.e. shed or garage) on each lot in the rural and residential zones (RU, R1, R2, SR and LSR) with a maximum size limit based on the size of the lot. Additional storage buildings, if needed, could then be allowed as permitted accessory uses once a primary permitted use to which they are accessory has been established on the lot.

Another potential approach, particularly in rural and waterfront residential zones, could be to add Recreational Use to the list of permitted uses of those zones which could in turn allow certain accessory uses (i.e. storage facility) considered common and incidental to the recreational use of that property. Again, limits could be put on the number and size of such accessory buildings permitted.

In the event a landowner wanted to erect more than the maximum number of storage facilities on a particular lot before establishing a permitted primary use to which they would be an accessory use, then and only then would a zoning by-law amendment be required.

Planning Rational:

The current zoning by-law (Sec. 4.16) provides that “no *building* or *structure* shall be *used* except in conformity with the provisions of this By-law unless such *use* existed before the date of passing this By-law and provided that it has continued and continues to be *used* for such purpose, and that such *use*, when established, was not contrary to a By-law passed under Section 34 of the Planning Act”. Some argue that if lot boundaries change then the pre-existing building’s use also changes and therefore does not have the right to continue. The zoning by-law however does not state or indicate in any way that a building originally constructed legally as an accessory use to a permitted primary use must continue to be located on the same lot as that primary use. Rather it focuses on the use of that building remaining unchanged and continuing.

Section 34 (9) of the Municipal Act entrenches the right of pre-existing buildings and structures to continue and prevents municipalities from enacting zoning by-laws which would remove that right. Once again, it makes no reference to the lot, or any change to the lot, on which such building or structure is or was originally located.

Municipalities may, and often do, encourage appropriate maintenance of vacant lots through property standards by-laws. Policy E1.8 of the St. Joseph Island Official Plan recognizes the importance of property conditions and authorizes municipal councils to pass property standards by-laws to regulate various properties including vacant lands and to prescribe standards for the maintenance of such properties. It is quite common for the owner of a vacant lot, particularly in the rural and residential zones to have, or want to have, a private storage facility (i.e. shed or garage) on the property in which to store certain tools and/or equipment associated with their use and maintenance of that property. Many of these storage buildings can now be constructed without a municipality's knowledge or approval as the Ontario Building Code has been amended to remove the requirement for a building permit for storage buildings with a floor area of up to 15 square metres.

The current zoning by-law (Sec. 4.1.1.1) prohibits the use of detached accessory buildings for human habitation or an occupation for gain unless specifically permitted by the by-law and Sec. 4.1.2.1. restricts the location on lots where a detached accessory building may be located. Section 4.1.2.2 places height restrictions on most accessory buildings or structures and Sec. 4.1.2.4 specifies a maximum floor area for accessory buildings on lots in the rural zone with an area of 1 hectare or less. Similar provisions could be incorporated to restrict the use, location and size of private storage facilities on vacant lots within the rural and residential zones.

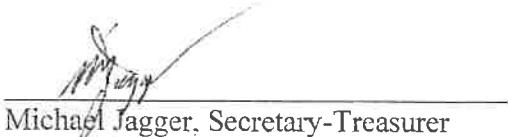
Options:

Include provisions in the updated municipal zoning by-laws to clarify whether or not pre-existing accessory use buildings located on lots on which the primary use to which they were constructed is no longer located are to be considered legally non-conforming pre-existing uses, include provisions in the updated zoning by-laws to permit and regulate private storage facilities and/or other accessory type uses on lots in specific zones that have no other primary use buildings located thereon (i.e. vacant lots), add Recreation Uses to the list of permitted uses of specific zones, or do nothing.

Recommendation:

That the Councils of the municipalities on St. Joseph Island review these two issues and the options outlined herein, and provide their comments and recommendations thereon to the St. Joseph Island Planning Board in order that they may be considered at the next meeting of this Board, which is scheduled for March 23, 2026.

Respectfully submitted,



Michael Jagger, Secretary-Treasurer

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

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

BETWEEN:

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

- and -

CORPORATION OF THE TOWNSHIP OF JOCELYN
(the “Recipient”)

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

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

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

1.0 ENTIRE AGREEMENT

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

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

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

General Act (Ontario);

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

- SIGNATURE PAGE FOLLOWS -

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

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

Date

Name: Prabmeet Sarkaria

Title: Minister

**CORPORATION OF THE TOWNSHIP OF
JOCELYN**

Date

Name: Kaylee D'Angelo

Title: Clerk

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

“Requirements of Law” means all applicable requirements, laws, statutes,

codes, acts, ordinances, approvals, orders, decrees, injunctions, by laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities.

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

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

Ontario Provincial Standard Specifications, Construction

OPSS PROV 127
OPSS MUNI 301
OPSS MUNI 303
OPSS MUNI 304
OPSS MUNI 310
OPSS MUNI 336
OPSS MUNI 337
OPSS MUNI 341
OPSS MUNI 369

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with \$38,000 in Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E" ; and

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

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

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

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

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

A11.0 TERMINATION ON NOTICE

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

Recipient.

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

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

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

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

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

(d) the Recipient ceases to operate.

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

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

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

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

A12.4 Recipient not Remedyng. If the Province provides the Recipient with an

opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

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

A28.0 ELECTRONIC SIGNATURE

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

including by email.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

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

Additional Provisions:

None

SCHEDULE "C" PROJECT DESCRIPTION AND TIMELINES

C1.0 PROJECT DESCRIPTION

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

C1.2 Pothole Prevention Strategies

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

C1.3 Pothole Repair Strategies

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

C1.4 Other

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

C2.0 PROJECT TIMELINES

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

SCHEDULE “D”

ELIGIBLE AND INELIGIBLE EXPENDITURES

D1.0 ELIGIBLE EXPENDITURES

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

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

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

D2.0 INELIGIBLE EXPENDITURES

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

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

**SCHEDULE “E”
PAYMENT PLAN**

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

SCHEDULE “F” REPORTING AND COMPLIANCE AUDIT

F1.0 DEFINITION

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

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

F2.0 REPORTS, DOCUMENTS AND SUBMISSION DATES

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

F3.0 COMPLIANCE AUDIT

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

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

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

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

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

SUB SCHEDULE “F1” PROJECT REPORTS

F1.0. COMPLIANCE REPORT

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

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

F1.2.0 FINAL REPORT

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

The final report will include the following:

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

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



Outlook

Invoice for 2025

From info phoenixemergencymanagement.com <info@phoenixemergencymanagement.com>

Date Fri 1/9/2026 12:41 PM

To Clerk <clerkDAngelo@jocelyn.ca>

1 attachment (125 KB)

2026-JTWP-01.pdf;

Hello Kaylee,

Happy New Year! I hope you had good holidays and were able to rest and relax.

Attached is the invoice for compliance work done in 2025.

If you have any questions about it, please let me know.

Also, does the township want me to continue to be their CEMC in 2026? If so the price will go up slightly from \$2000 to \$2200 for 2026.

I look forward to hearing from you.

Have a good weekend Kaylee.

Cheers,
Jeff



P. O. Box 41, Richards Landing, ON P0R 1J0

January 21, 2026

Jocelyn Township
3670 5th Side Road, RR#1
Hilton Beach, Ontario P0R 1G0

Dear Sir or Madam: Re:The 45th Anniversary of the Ernie Eddy Memorial Children's Ice Fishing Derby
Derby to be held on March 7, 2026

The Ernie Eddy Memorial Children's Ice Fishing Derby, is annually held at Twin Lakes on St Joseph Island, as a NO CHARGE event for public school children. It is one of the highlights of the winter season for children across the Algoma district. This year will be the 45th year of the event.

In 2025 the severe weather conditions resulted in poor attendance (only 47 children registered). Some of the children due to extreme cold left early but were rewarded as usual for their attendance due to your generous support. It is truly a great opportunity to come out and see the smiles on the children's faces when they land the big one and ring the bell to get their fish weighed. We encourage our sponsors to come out and see the fun the children are having.

All expenses are borne by the Association and our sponsors. All bait, fishing equipment (for those who do not have their own) is provided. Hot chocolate and hot dogs will be available for all children during the derby. On a healthier note we will be providing both fruit and vegetables as well as cookies for the children to snack on. All participating children are rewarded with gifts at the end of derby regardless of whether they catch a fish or not.

The picnic shelter that was generously offered for our use by The Township of Hilton was more spacious and manageable. With the addition of the insulated tarps donated by Carillion we now have an excellent warming area for the children.

In keeping with our environmental concerns, no Styrofoam products are used and all paper products are brightly coloured to insure nothing is left on the ice. Every child that is registered in the derby is given a travel mug to use for the day if needed. This mug serves as the alternative to using disposable cups during the derby. While this is a more expensive option, it eliminates the mess that disposable products cause.

Please consider becoming a sponsor for the derby. Your sponsorship will be advertised at the derby and in the Island Clippings following the derby. You will also ensure the continuation of this great event and it will give you an opportunity to become a partner with your local Conservation Group.

Thanking you for your participation in this Conservation event,

Ernie Eddy Memorial Children's Ice Fishing Derby Committee
Contact Judy Ingram 705-246-1475

Corporation of The Township of Jocelyn

By-law No. 2026-Xx

Being a by-law to confirm the proceedings of the Council of Township of Jocelyn at its meeting on the 4th day of February, 2026.

Whereas Subsection 3 of Section 5 of the Municipal Act, SO 2001, c. 5, provides that municipal powers, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

And Whereas it is deemed expedient and desirable that the proceedings of the Council at its meeting on the **4th day of February 2026**, be confirmed and adopted by by-law.

Now therefore, the Council of The Corporation of The Township of Jocelyn hereby **Enacts as follows:**

1. That the actions of the Council at its meeting held on the **4th day of February 2026**, in respect of each motion, resolution and other action passed, and taken by the Council at its meeting, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this Bylaw; and
2. That the Head of the Council and the proper officers of the Corporation of the Township of Jocelyn are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chair and the Clerk are hereby directed to execute all documents necessary in that behalf, and to affix the Corporate Seal of the Corporation of the Township of Jocelyn to all such documents.
3. This By-law shall come into force and effect on the date of final passing thereof.

Passed in Open Council on the **4th day of February 2026**.

Reeve

Clerk