

CORPORATION OF THE TOWNSHIP OF MCKELLAR

April 2, 2024 – 6:30 p.m.

AGENDA

Topic: Regular Meeting of Council

Time: April 2, 2024 6:30 P.M.

[Closed Session beginning at 4:30 p.m.]

Join Zoom Meeting

<https://us06web.zoom.us/j/84286855831>

Dial by your location
+1 647 374 4685 Canada
+1 647 558 0588 Canada

24- 1st Resolution
2024-25 1st By-law

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 4. ADOPTION OF AGENDA**
- 5. CLOSED SESSION**
 - 5.1 Minutes of Closed Session – March 19, 2024 and March 26, 2024
 - 5.2 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Staffing, Senior of the Year Award Nomination and Human Resources Policy
 - 5.3 Acquisition or Disposition of Land; pursuant to Ontario Municipal Act, Section 239(2)(c) – Post Office Lease Agreement, Review of Proposals Received from 2024-01 IT Support & Services, Disposition of Land
- 6. CALL TO ORDER**
- 7. RESPECT AND ACKNOWLEDGMENT DECLARATION**

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

- 8. ROLL CALL - REGULAR SESSION 6:30pm (Public can join via Zoom)**
- 9. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 10. PUBLIC MEETING**
- 11. DELEGATIONS AND PRESENTATIONS**
 - 11.1 HRCovered Inc., Service Agreement Proposal
- 12. COMMITTEE OF THE WHOLE**
- 13. MOTION TO REVIEW A PREVIOUS MOTION**
- 14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)**
 - 14.1 Regular Meeting of March 19, 2024 and Special Meeting of March 26, 2024
- 15. PLANNING MATTERS**
 - 15.1 Draft 51(26) Consent Agreement, Consent Application No. B02/2022 (27992311 Ontario Inc (Roberts/Gabor))
- 16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL**
 - 16.1 February 26, 2024 Meeting of the McKellar Public Library Board
 - 16.2 January 24, 2024 & February 28, 2024 Minutes of the District of Parry Sound West (Belvedere Heights) Board of Management
- 17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL**
 - 17.1 PW-2024-02 Public Works Tenders 2024
 - 17.2 BP24-01 Investigation of a Civic Address Number
 - 17.3 BYLAW-2024-01 Request for Noise Exemption – B. Burgoyne
 - 17.4 BYLAW-2024-02 Request for Noise Exemption – 2nd Annual Ribfest Event
- 18. MAYOR'S REPORT**
- 19. CORRESPONDENCE FOR CONSIDERATION**
 - 19.1 Township of Amaranth, Operational Budget Funding
 - 19.2 Letter of Support Request, Youth Wellness Hub Ontario Application
 - 19.3 Parry Sound High School Commencement Contribution
 - 19.4 Reaching Home Funding Support Resolution (DSSAB)
 - 19.5 AMCTO Zone 7 Spring Meeting
 - 19.6 Letter from McKellar Public Library re. Display Case

20. MOTION AND NOTICE OF MOTION

- 20.1 Dissolve the Township of McKellar Sesquicentennial Committee
- 20.2 Retain Professional Services for Additional Planning Matters

21. BY-LAWS

- 21.1 By-law 2024-25 Being a By-law to Authorize an Agreement Between the Corporation of The Township of McKellar and Circular Materials Ontario (“CMO”)
- 21.2 By-law 2024-26 Being a By-law to Enter into a Purchase and Sale Agreement with Cogeco Connexion Inc. for the Purchase of The Communication Tower Identified as the “McKellar Site”, Located at 3 Sharon Park Drive, McKellar, ON P0G 1C0

22. UNFINISHED BUSINESS

- 22.1 Unfinished Business as of April 2, 2024

23. NEW BUSINESS

24. PUBLIC NOTICES, ANNOUNCEMENTS, INQUIRIES AND REPORTS BY COUNCIL MEMBERS

25. CONSENT AGENDA – CORRESPONDENCE

- 25.1 AMO Watchfile – March 14, 2024 & March 21, 2024
- 25.2 News Release: North Bay Parry Sound District Health Unit and Renfrew County and District Health Unit Not Moving Forward with Merger
- 25.3 Town of Adelaide Metcalf, Request to Increase Tile Drain Loan Limit
- 25.4 Moose Hide Campaign
- 25.5 Town of Whitby, Ontario Energy Board’s Decision to End the Gas Pipeline Subsidy
- 25.6 Township of the Archipelago, Supports Re-establishment of OGRA & ROMA Annual Conference
- 25.7 Near North Crime Stoppers, Board Director Vacancy

26. QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON AGENDA)

27. CONFIRMING BY-LAW

- 27.1 By-law 2024-27 - Confirming the Proceedings of Council

28. ADJOURNMENT

Instructions for Joining the Council Meeting

1. Please try to sign in between 6:20 p.m. to 6:30 p.m. if possible; you are still welcome to sign in after 6:30 p.m. if necessary.
2. Please wait to be let in the 'meeting room'; this won't take long.
3. Please have your mic and video on mute unless you are speaking; this ensures there are no distractions or background noise to disrupt the meeting.
4. When you sign in, please sign in with your full name (first and last), not a company name.
5. A question-and-answer opportunity will be available at the end of the meeting, as per normal protocol, or during the Public Meeting.
6. If you have permission to speak please identify yourself (first and last name).
7. Please respect meeting protocol and do not interrupt the meeting. The Municipality reserves the right to remove attendees who are disruptive or disrespect meeting protocol.



SCHEDULE "E"

Township of McKellar Request for Delegation/Deputation before Council

Pursuant to By-law No. 2023-08, any person wishing to make a deputation before Council shall submit a request in writing to the Clerk no later than 1:00 p.m. on the Tuesday prior to the meeting the following week at which they wish to be heard. The written request shall be a detailed written submission that clearly outlines the matter that the deputation wishes to present to Council including the nature of the business to be discussed and the person(s) named to make the deputation. The detailed written submission, together with this form, shall be circulated with the Council Agenda. Please note that Deputations are limited to ten (10) minutes in length.

PLEASE PRINT

Name of Person to Appear:
Address:
Phone: XXXXXXXXXX Home _____ Cell _____ Business _____
Name of person requesting appearance: (if different from the person preparing the request)
Phone: _____ Home _____ Cell _____ Business _____
Name of Group or Person(s) being represented (if applicable)
Meeting Date requested to appear before Council
Subject Matter of Deputation: _____ _____
Detailed written submission must be attached or submitted to the Clerk (by 1:00 p.m. the Tuesday of the week prior to the Council Meeting). _____
Signature: _____ [Original Signed] _____ Date: _____



SCHEDULE "E" continued

Reminder: A signed detailed written submission must be provided to the Clerk's Office by 1:00 p.m. on the Tuesday of the week prior to the meeting the following week. Failure to provide a signed detailed written submission by the Tuesday of the week prior to the Council Meeting will result in the deputation not being placed on Council's Agenda.

Decorum dictates respect for all opinions and individuals are reminded there is zero tolerance for coarse language and inappropriate behaviour. By submitting this Form, you have indicated agreement with this requirement.

Signage shall be posted in the Council Chambers advising deputations, presenters and the Public that the Meeting proceedings are being audio recorded and will be made available on the municipal website. The Township assumes no liability for the recorded comments of the public that may be construed as false, defamatory or slanderous in nature.

Personal Information on this form is collected under the legal authority of the Municipal Act, S.O. 2001, c25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act. [Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 \(ontario.ca\)](#)

Correspondence to Council:

Be advised that Council and Committee meeting agendas, Minutes and correspondence are public documents and are published on the Township of McKellar website. When corresponding with the Township of McKellar, please be aware that personal correspondence or delegation materials (together with names, addresses, email addresses and phone numbers) may be included on the Council or Committee or Committee of Council meeting agenda and subsequently appear on the corporate website.

If you feel there is a compelling reason that your correspondence to Council should not be included on the agenda and released to the public, please notify the Clerk's office.



HR For Canadian Businesses and Not-For-Profits

Legislative Training, Human Resources,
Health & Safety and Employment Law





HR Covered Inc. Service Agreement

This Agreement is made between *HR Covered Inc.* ("The Service Provider") and Township of McKellar ("The Client")

Your contact at HR Covered:

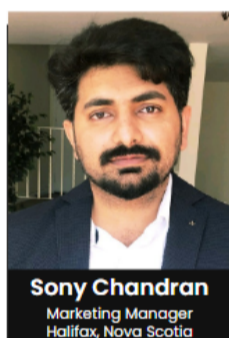
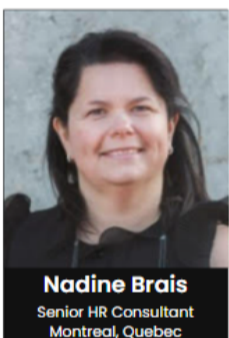
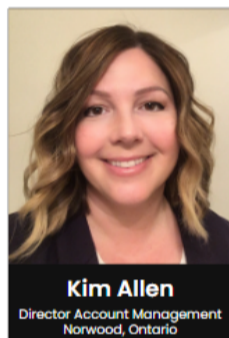
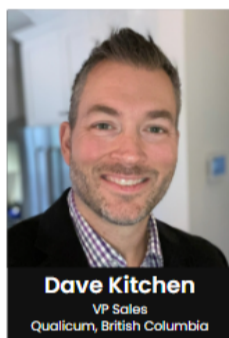
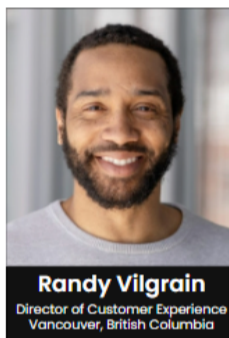
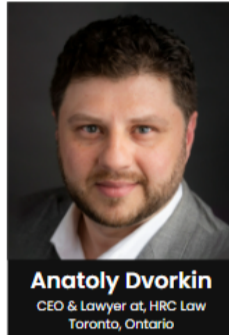
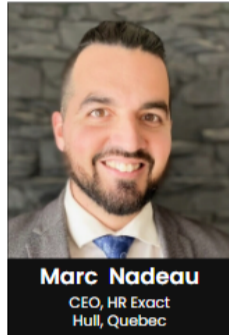
Vera Palmeri

Senior Account Executive

vera@hrcovered.com

6472779725

About HR Covered



COAST TO COAST, WE'VE GOT YOU COVERED!

HR Covered is not your average HR consulting or advisory firm; we have an amazing team to help us provide the best service in the industry, from coast to coast.

Our core focus is to provide an **incredible experience** for every organization when it comes to supporting them with:

- **Legislative Training**
- **Human Resources**
- **Health & Safety**
- **Employment Law**

We work with organizations across all industries and excel at providing a world-class Human Resources experience to all of our clients whether you're a small Not-For-Profit or a large corporation.

As a National company that provides services to over 1,400 organizations in French and English, HR Covered is well-versed as a Multijurisdictional partner. We have expertise in all provincially regulated jurisdictions including Quebec, as well as the Federal jurisdiction.

What separates us from our competition?

We're on a mission to make sure every organization in Canada has the right resources to achieve compliance. All of our memberships are backed by great service, a full 30-day money-back guarantee, and incredible value.

**THE *LARGEST* CANADIAN-OWNED
HR PROVIDER IN THE NATION!**





HR Hub

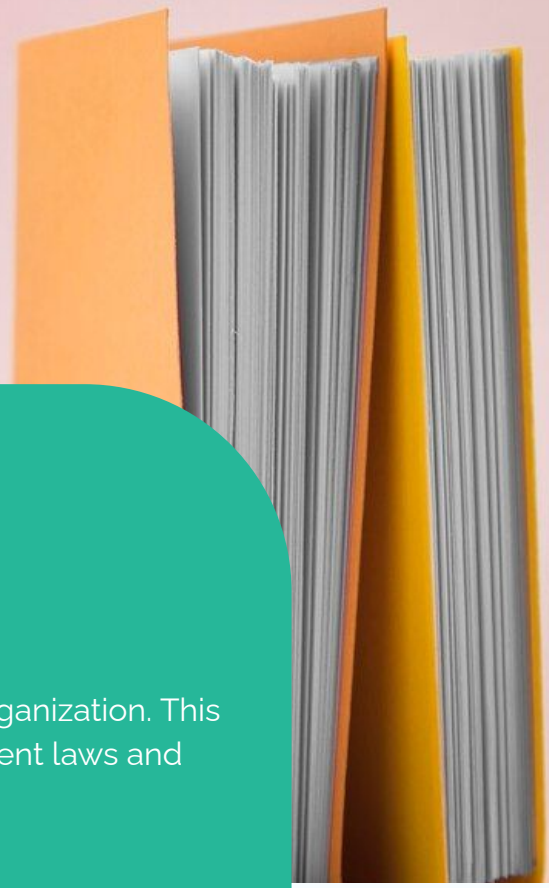
Access over 1000 up-to-date HR documents in accordance federal and provincial regulations plus HR content.



HR Hub

- Unlimited downloads to over 1000 HR documents & policies
- Available in both official languages
- Document templates you can customize in minutes
- HR policies for provincial and federal jurisdictions
- Up-to-date with the latest laws and regulations
- Includes various HR forms such as fitness to work
- Includes HR letters including disciplinary warnings
- Includes various job descriptions templates
- Access to *Frontier*, our national HR newsletter
- HR webinars on various HR topics
- HR blogs and other content

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.



Compliant Policy Manual

We will create a compliant policy manual for your organization. This document will help you follow up-to-date employment laws and policy rules to be legally compliant.



Key Compliance Policies

Including the statement of human rights commitment and more.



Legislated Health & Safety

Including workplace anti-violence, workplace anti-harassment & discrimination policy with an emphasis on training.



Employment Standards

Including six mandatory policies that every organizations needs such as a termination policy.



Key Conduct and Discipline Policies

Including progressive discipline to set proper expectations and key documentation every organization needs to manage conduct and discipline effectively.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability

Legislative Training

Train your staff to follow safety laws and meet mandatory training requirements for legal compliance.



30 Day Money Back Guarantee



Unlimited Access

Train your entire team, including part-time staff and volunteers.



Employee Certificates

Your staff will receive a certificate of completion for each course they take. The certificates meet government training records requirements.



Self-Serve Platform

Empower your staff to train at their own pace from home or at the office; enroll them at any time of the day.



Mandatory Training Courses

We offer the core online training courses that are mandatory for employees in your jurisdiction.



Unlimited Reporting

Your organization has unlimited access to progress reports. These reports show you who has finished the training courses and who hasn't.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.

Unlimited HR

No matter how many employees you have, we offer unlimited HR advice you can rely on - *and* afford.



30 Day Money
Back Guarantee



Unlimited HR Advice

Access our team for expert HR advice and solutions. No more waiting – get the answers you need in under an hour.



Employment Contract Templates

Make your hiring process easier and protect your business with our Employment Contract templates.



Independent Contractor Agreement Template

Use our template to make sure your contractor relationships are compliant and secure.



Unlimited HR Document Requests

Need an HR document or policy we don't have? We will create it for you.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.

Recommendations

“

HR Covered far exceeded our expectations. They are a pleasure to deal with. I can't recommend them enough.”

- Lynn Brophy
Practice Manager, Selectpath

“

To be able to supply that knowledge, to create things like training modules, a health & safety review, and create company policies... backing us up with that type of support has been extremely helpful.”

- Dan Duran
Co-Founder & CTO, Bwired Technologies

“

Like a lot of charities I wear a lot of hats... The benefit was it freed me up to do other things. Really took the time to understand who we are and what we do...”

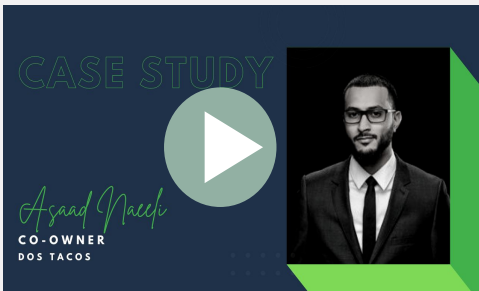
- Mary Catalfo
Vice President Operations, Big Brother Big Sisters of Peel

“

Very transparent, very upfront. Delivered exactly what they said they would do.”

- Kelly Gregorie
Senior Vice President Operations, TryCycle Data Systems Inc.

Client Testimonials



Dos Tacos
Hospitality



Janus Academy
Education



**Big Brothers Big Sisters of
London and Area**
Nonprofit



**Rainy River First
Nations**
Public Administration



DG's Pro Tech
Transportation



St Marys Ford
Retail

[View More Testimonials](#)

Most Companies Can't Justify Hiring a Full-time HR Expert

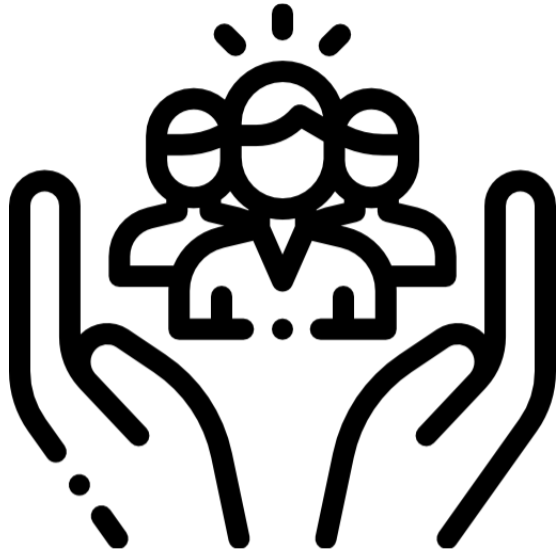
This is what you pay on average when you hire an HR Manager from your end

*based on current compensation data as of December 2023 for an HR Manager with 3-5 years of industry experience

Yearly	Monthly	Hourly
\$77,000.00	\$6,416.66	\$40.10

HR Covered's Recommendation for Township of McKellar

Pricing is based on the following:



Employee Count:

15



Jurisdictional Requirements:

• Ontario

**Win The Marketplace,
While We Take Care Of Your HR.**

The below quote takes into account a lifetime 20% VIP discount for agreeing to a three year term

Service	Price (per year)	Term	Total price
Legislative Training Billed annually	\$495.00	3	\$1,485.00 -\$297.00 (20%) \$1,188.00
Unlimited Access For All Your Staff <ul style="list-style-type: none">Mandatory Training for Your Jurisdiction24/7 Self-Serve AccessEmployee Completion CertificatesUnlimited Progress and Completion Reporting			
Unlimited HR Billed annually	\$1,495.00	3	\$4,485.00 -\$897.00 (20%) \$3,588.00
A Team of Canadian HR Experts - Here For You <ul style="list-style-type: none">Unlimited HR AdviceIndependent Contractor TemplateEmployment Contract TemplatesUnlimited HR Document Requests			
			Discount -\$1,194.00

Subtotal	\$4,776.00
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Pricing summary

Tax	\$620.88 (13%)
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Total	\$5,396.88
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Terms & Conditions

1. Services Provided

All Services outlined above with pricing will be delivered. Services may be added at any point during the term of this agreement. For a complete outline of Services, you can reference the overviews provided or www.hrcovered.com.

HR Covered Inc. ("The Service Provider") owns the intellectual property and service delivery; including related copyrights, trademarks and business methods; HR Covered Inc. is in the business of providing services to companies in various markets for the purpose of HR & OHS compliance, advice and support.

Township of McKellar wishes to obtain a membership to use the Services for the term of this Agreement. HR Covered Inc. hereby grants Township of McKellar a license to use the Services for internal use only at the registered business listed below for the term of this Agreement. Township of McKellar may not use, repurpose or sell the Services at any other business, whether owned by Township of McKellar or not. Township of McKellar agrees to the terms of the agreement as stated herein and the terms and conditions referenced in our [Terms of Service](#).

2. Confidential Information

1. Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to The Client's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by The Client either directly or indirectly in writing, orally or visually, to The Service Provider.

Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Service Provider,
- (ii) was in the possession of The Service Provider prior to receipt from The Client and was not acquired by The Service Provider from The Client under an obligation of confidentiality or non-use,
- (iii) is acquired by The Service Provider from a third party not under an obligation of confidentiality or non-use to The Client, or
- (iv) is independently developed by The Service Provider without use of any Confidential Information of The Client.

Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon The Client's earlier request, The Service Provider will deliver to the Client all of The Client's property or Confidential Information in a tangible form that The Service Provider may have in its possession or control. The Service Provider may retain one copy of the Confidential Information in its legal files.

3. Non Disclosure

Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by The Client, The Service Provider will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

The Service Provider may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, The Service Provider shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Service Provider shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. You can reference our [Privacy Policy](#) for additional information.

4. Terms and Termination

This is a legally binding contract for the term provided herein. The Client may use the HR Covered Services for the term of the Agreement. At the end of the full term of the agreement the contract automatically converts to a month-to-month contract. You will be provided with a notice of your upcoming renewal at least 60 days in advance. Your monthly payment will be credited against

your credit card or account in perpetuity unless you notify us of your desire not to renew your membership or provide 60 days' notice from the next billing cycle.

Cancellation: HR Covered offers a **30-day Money Back Guarantee**. If you're not satisfied with the service you may terminate this agreement, no questions asked and receive a full refund within the first 30 days. After the 30-day mark, this agreement may only be canceled after the full term of the agreement is satisfied by giving sixty (60) days' written notice of cancellation to HR Covered Inc. In the unlikely event you wish to cancel mid-term, HR Covered reserves the right to bill 50% of the remaining agreement value. Any mid-term cancellation will be reviewed on a case-by-case basis and is subject to approval from HR Covered.

Refunds: HR Covered will issue a full refund within the first 30 days of any new membership. Any customers that choose to take advantage of promotions or discounts associated with prepaying for their service understand that no refunds will be given after this 30-day period.

5. Liability

You acknowledge that any product or products, consulting service, advice, or support provided via The Service Provider, or any other support or service provided by The Service Provider does not constitute legal advice. Services and support provided by The Service Provider are based on the experience of HR professionals in the field of human resources. The customer ultimately is responsible to determine the legality of their own actions and seek formal legal advice should they require.

Liability of The Service Provider for damages or any other form of action incurred in connection with the use of The Service Provider products, service or support provided by The Service Provider agreement shall be limited to the cost of the product or products and/or services provided. In no case will The Service Provider be liable for any other type of damages, including damages related to lost profits, earnings or income.

6. Entire Agreement

This Agreement is the entire agreement of the Parties related to the subject matter hereof and supersedes any and all prior representations, negotiations, agreements, and understandings, written and/or oral, between the Parties.

7. Amendment

This Agreement may not be amended, modified, or changed, in whole or in part, except by a written agreement signed by the Parties.

8. Payment

HR Covered will collect payment details upfront to provide the services. Once this document has been completed you will be redirected to our secure payment page to input your billing details. By filling in the payment information you agree that HR Covered Inc. may use those details to process payment for this agreement and all amounts defined in the pricing and terms listed above. Unless otherwise requested by you, HR Covered will also use those payment details for future transactions. You may change or cancel pre-authorized payments at any time with thirty (30) days' written notice to payments@hrcovered.com.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the above Agreement. To obtain more information on your recourse rights, you may contact your financial institution.

Agreement

By signing the document, HR Covered Inc. and Township of McKellar agree to the terms of this business proposal and form a contractual agreement that begins upon the date of signing.

Vera Palmeri

Nick Ryeland
Township of McKellar

Vera Palmeri
HR Covered Inc.
2024-03-04



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

March 19, 2024

Mayor Moore called the meeting to order at 5:11 p.m.

ROLL CALL

Mayor Moore took Roll Call.

- Present:** Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak
- Staff:** Clerk/Administrator, Ina Watkinson
Deputy Clerk/Planning Assistant, Karlee Britton

DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF

There were no conflicts of interest declared.

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-141 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Regular Meeting of Council, as presented.

Carried

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-142 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 5:11 p.m. to discuss the following items;

- 5.1 Minutes of Closed Session – March 5, 2024
- 5.2 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Human Resources Policy & Hiring
- 5.3 Acquisition or Disposition of Land; pursuant to Ontario Municipal Act, Section 239(2)(c) – Post Office Lease Agreement
- 5.4 Information Supplied in Confidence by a Third Party; Pursuant to Section 239(2)(i) of the Municipal Act – Continued discussion and review of proposals received for Request for Proposal 2023-13 to Provide a Review and New Versions of the Township's Zoning By-law and Official Plan
- 5.5 Information Supplied in Confidence by a Third Party, pursuant to Section 239(2)(i) – Draft Agreement with the Township

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-143 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:32 p.m.

Carried

Mayor Moore called the meeting to order at 6:32 p.m.

ROLL CALL

Mayor Moore took Roll Call.

- Present:** Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak
- Staff:** Clerk/Administrator, Ina Watkinson
Deputy Clerk/Planning Assistant, Karlee Britton



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

March 19, 2024

RESPECT AND ACKNOWLEDGEMENT DECLARATION

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF

There were no conflicts of interest declared.

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-144 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held March 19, 2024.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-145 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the March 1, 2024 Special Meeting of Council and March 5, 2024 Regular Meeting of Council, as circulated.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-146 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby have no objection to the installation of 3 new hydro poles to be placed on the high end of the ditch, to the extreme outside border within the right of way on Flood's Lane by Hydro One.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Zulak

24-147 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar has no objections to relocate the registered rights-of-way, locally known as Fire Route 160, to the roadway that is in use presently, as applied for by The Ridge at Lake Manitou Inc. in Application No. B12/2024; and

FURTHER THAT it be requested that the Parry Sound Area Planning Board does not consider the inclusion of a condition in their decision where a 51(26) consent agreement is to be registered on title with the Township, to expedite the process for owners on the road; and

FURTHER THAT Fire Route 160 is a private road, so the Township does not have any interest or obligation, to enter into a consent agreement with the applicant.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

March 19, 2024

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-148 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the January 4, 2024; January 29, 2024 and February 2, 2024 Meetings of the Township of McKellar Public Library Board.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-149 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the January 29, 2024 Meeting of the Parry Sound Area Planning Board.

Carried

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-150 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 29, 2023 Meeting of the Finance and Property Committee of The NBPSDHU Board of Health.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-151 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive Reports FD-2024-04 Month End Status Updates for January 2024 and FD-2024-05 Month End Status Updates for February 2024 from Fire Chief, Robert Morrison, for information purposes.

Carried

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-152 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the projected non-eligible blue box material cost deductions; and **FURTHER** request staff to present a By-law to enter into an agreement with Circular Materials Ontario at the next regular meeting of Council.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-153 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Accounts Payable Preliminary Cheque Run Report for February 2024 from Treasurer, Roshan Kantiya for information purposes.

Carried

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-154 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby support the Town of Lincoln Resolution No. RC-2024-23 urging the Provincial Government to support increasing funding to both public libraries and community museums. Recognizing these institutions as national assets and strategically investing in their potential will contribute significantly to renewing post-pandemic social cohesion, economic well-being, and community resilience; and



CORPORATION OF THE TOWNSHIP OF MCKELLAR

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FURTHER that this Resolution be circulated to the Province, the Minister of Tourism, Culture and Sport, Association of Municipalities of Ontario (AMO) and the Town of Lincoln.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-155 **WHEREAS** subsection 27(16) of the Ontario Heritage Act stipulates that any non-designated heritage property listed on the municipal register of properties as of December 31, 2022 shall be removed from the municipal register on or before January 1, 2025, if the council of the municipality does not give a notice of intention to designate the property under subsection 29(1) of the Ontario Heritage Act on or before January 1, 2025;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby support the Town of Cobourg Resolution requesting that Subsection 27(16) of the Ontario Heritage Act be amended to extend the for five years from January 1, 2025 to January 1, 2030.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-156 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Report to the Board of Health dated March 6, 2024 from Dr. Carol Zimbalatti, Medical Officer of Health for the North Bay Parry Sound District Health Unit.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-157 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the email from Paul Mallory regarding his request to change his civic address; and

FURTHER THAT Council requests CBO, Chris Bordeleau investigate the assignment of a civic number where the property in question is located within McKellar Township and the access to the property is from the Municipality of McDougall.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-158 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the follow up letter from Nadine Hammond, Curator/Manager of the West Parry Sound District Museum; and

FURTHER respectfully decline the Museum's offer to have representation on the Board, therefore McKellar will not be making a Municipal contribution to the Museum in 2024.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

March 19, 2024

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-159 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the letter dated March 4, 2024 from Goldie Ladd, Central Treasurer of the McKellar Dunchurch Pastoral Charge of the United Church of Canada, requesting relief on the 2024 Property Tax on the Manse;

FURTHER THAT Council does hereby instruct the Treasurer to write off the 2024 taxes on the United Church Manse, 2 Lakeshore Road (Roll No. 003-24000).

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-160 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby direct staff to produce a new fees and charges By-law that consolidates all fees and charges payable to the Township; and

FURTHER that staff recommend fee changes where deemed necessary; and

FURTHER that this new fees and charges By-law will repeal all previous fees and charges By-laws and fee schedules within other By-laws for ease and clarity.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-161 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby award Request for Proposal 2024-02 for Community Centre Kitchen Renovations to Jansz Interiors in the amount of \$72,930.00 plus HST of \$9,480.90 for a total of \$82,410.90.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-162 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby not award the Request for Proposal 2023-13 to Provide a Review and New Versions of the Township's Zoning By-law and Official Plan, at this time.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-163 WHEREAS a first and second reading of By-law 2024-19 was carried at the Regular Meeting of Council on March 5, 2024;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-19, Being a By-law to Adopt a Code of Conduct Policy for Building Officials of the Township of McKellar, a Third reading; and

FURTHER Passed in Open Council this 19th day of March, 2024; and

FURTHER Resolution No. 05-157 is hereby rescinded.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

March 19, 2024

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-164 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-21, Being a By-law to Enter into an Agreement with Bell Canada to Provide to the 9-1-1 Authority the Next Generation 9-1-1 Services (the "NG9-1-1 Service"), a First and Second reading;

And further Read a Third time and Passed in Open Council this 19th day of March, 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-165 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the consent agenda for correspondence.

Carried

QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON THE AGENDA)

There were no questions from the in-person audience or via Zoom.

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-166 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-22, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;

And further Read a Third time and Passed in Open Council this 19th day of March, 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-167 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 7:53 p.m. to meet again on March 28, 2024 for a Special Open Meeting of Council to review and discuss the Draft 2024 Budget; or at the call of the Mayor.

Carried

David Moore, Mayor

Ina Watkinson, Clerk/Administrator



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Special Council Meeting Minutes

March 26, 2024

Mayor Moore called the meeting to order at 1:01 p.m.

ROLL CALL

Mayor Moore took Roll Call.

Present: Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Debbie Zulak
Regrets: Councillor Nick Ryeland (*entered the meeting at 1:24 p.m.*)
Staff: Deputy Clerk/Planning Assistant, Karlee Britton

RESPECT AND ACKNOWLEDGEMENT DECLARATION

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF

There were no conflicts of interest declared.

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-168 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Special Closed Meeting of Council, as amended.

Carried

Moved by: Councillor Haskim
Seconded by: Councillor Kekkonen

24-169 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 1:02 p.m. to discuss the following items:

- 5.1 Information Supplied in Confidence by a Third Party; Pursuant to Section 239(2)(i) of the Municipal Act – Procurement of Professional Services under By-law 2019-44 (the Procurement By-law) Section 8.09 Request for Professional Service.
- 5.2 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Administrative Assistant Position

Carried

Councillor Ryeland entered the meeting at 1:24 p.m.



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Special Council Meeting Minutes

March 26, 2024

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-170 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into regular open session of Council at 2:50 p.m.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Haskim

24-171 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held March 26, 2024.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-172 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-23, being a by-law to confirm the proceedings of Council, a First and Second reading;

And further Read a Third time and Passed in Open Council this 26th day of March, 2024.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Zulak

24-173 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 2:52 p.m. to meet again on March 28, 2024 for a Special Open Meeting of Council to review and discuss the Draft 2024 Budget; or at the call of the Mayor.

Carried

David Moore, Mayor

Karlee Britton, Deputy Clerk

CONSENT AGREEMENT

THIS AGREEMENT made in triplicate this xx day of xx 2024.

BETWEEN: 2792311 ONTARIO LTD.

Hereinafter called the "Owner(s)" of the First Part

-and-

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Hereinafter called the "Township" of the Second Part

WHEREAS Section 51(26) of the Planning Act authorizes municipalities to enter agreements as a condition of approval of a consent;

AND WHEREAS the Parry Sound Area Planning Board granted a consent for the lands owned by the Owner(s) in Lot 29, Concession 6, in the Township of McKellar through the approval of Application B02/2022;

AND WHEREAS the consent is approved provisionally including the requirement that the applicants enter into an agreement to be registered on title to the subject lands;

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Township to the Owner(s), the receipt whereof is hereby acknowledged, the Owner(s) and the Township, covenant, declare and agree as follows:

PART A – GENERAL

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Township and more particularly described in Schedule 'A' hereto.
2. The survey plan describing the subject lands is Plan 42R-22140.
3. The Township authorizes the Owner(s)' solicitor, upon receipt of the appropriate undertaking, to have this Agreement registered on title to the subject lands.
4. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the Planning Act, R.S.O. 1990, as amended, at the expense of the Owner(s).
5. This Agreement shall endure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

6. The Owner(s) acknowledges and agrees that the requirements for development, site alteration, shoreline alteration, tree removal, or other works on the subject lands or the maintenance thereof, as specified in this Agreement, shall be a continuing obligation for future owners, heirs, and successors in title until such time that the Township decides otherwise.
7. The Owner(s) hereby acknowledges and agrees to ensure that the subject lands are developed in accordance with this Agreement and further acknowledges and agrees to ensure that the subject lands are maintained in accordance with this Agreement.
8. The Owner(s) hereby acknowledges and agrees to have all plans and specifications for any development, site alteration, shoreline alteration, tree removal, or other works approved by the Township and any other authority as required and copies of said approvals shall be provided to the Township where the Township is not directly involved in the approvals process.
9. Prior to undertaking any works on the subject lands, the Owner(s) shall, if applicable, acquire the necessary approvals from the appropriate approval authority, including but not limited to, all required building permits and all required entrance permits. The Owner(s) hereby acknowledges and recognizes that the issuance of such approvals shall be contingent upon demonstration that any proposed works are in accordance with this Agreement.
10. During construction, the Owner(s) shall ensure that all plans and approvals are adhered to and shall provide adequate supervision to ensure and to certify that the works on the subject lands are provided in accordance with this Agreement.
11. The Owner(s) hereby acknowledges and agrees that no development, site alteration, shoreline alteration, tree removal, or other works shall be undertaken other than in conformity with this Agreement.
12. The Owner(s) hereby acknowledges and recognizes that the Township, or its agents, shall have the right at any time and at all times to enter onto the subject lands to inspect the works.
13. This Agreement will not be amended or removed from the title of the subject lands, except where agreed upon by the Township and the Owner(s). The Township may, upon request by the Owner(s), summarily grant minor modifications to the requirements of this Agreement provided that the request and supporting information is made in writing and the Township responds in writing. The determination of what constitutes a "minor modification" shall be solely at the discretion of the Township.
14. Each offer of purchase and sale of the subject lands shall provide a notification that development on the subject lands is subject to the contents of this Agreement and to the mitigation measures of the FRi Ecological Services Natural Heritage Feature Site Evaluation Report dated November 2022, as included in Schedule 'B' to this Agreement.

PART B – DEFINITIONS

15. **“DEVELOPMENT”** or any derivative of this term, refers to the creation of a new lot, a change in land use, or the construction of buildings and structures requiring approval under the *Planning Act*, but does not include:
 - a. Activities that create or maintain infrastructure authorized under an environmental assessment process; or,
 - b. Works subject to the *Drainage Act*.
16. **“SHORELINE”** refers to the point where the water meets the land regardless of the original or high water mark.
17. **“SHORELINE ALTERATION”** refers to any activities that modify the physical configuration or qualities of the shoreline area, which may include such activities as clearing vegetation, alteration of the grade of land, or the application of chemicals, and are within 30 metres of the shoreline.
18. **“SITE ALTERATION”** refers to the placing or dumping of fill, the removal of topsoil, the alteration of the grade of land, and/or other activities of a similar intent.
19. **“TREE REMOVAL”** or any derivative of this term, refers to the removal, cutting down, or in any other way damaging a tree to such an extent that the tree cannot recover and it is deemed necessary to remove or cut down the tree.
20. **“WORKS”** shall refer to any construction on the subject lands, whether physical reconstruction of the subject lands, facility installation, such as surface water management and drainage features, entrances (ingress/egress), parking, storage facilities, connection of water service and transmission lines, or building and structural construction, which may be provided, constructed, or maintained by the Owner(s) pursuant to this Agreement.

PART C – PURPOSE OF THE DEVELOPMENT

21. The Owner(s) has applied for and received approval for a consent on lands located in part of Lot 29, Concession 6 in the Township that creates three new waterfront residential lots fronting on Manitouwabing Lake and having access by Burnett’s Road, and severs an additional area of approximately 16.0 hectares for addition to the benefitting lands located in Lot 28, Concession 6, in the Township, as per Application B02/2022 by the Parry Sound Area Planning Board.
22. This Agreement pertains only to the lands legally described as Part LOT 29, CON 6, being Part 3, Plan 42R-22140, TOWNSHIP OF MCKELLAR, having frontage on Manitouwabing Lake and access by Burnett’s Road .

PART D – NATURAL HERITAGE

23. The Owner(s) hereby acknowledges and recognizes that natural heritage features are present on the subject lands which include habitat of endangered and threatened

species, significant wildlife habitat, and fish habitat, as per the Natural Heritage Feature Site Evaluation Report prepared by FRi Ecological Services and dated November 2022, included as Schedule 'B' hereto.

24. The Owner(s) hereby acknowledges and recognizes the recommendations of the Natural Heritage Feature Site Evaluation Report prepared by FRi Ecological Services and dated November 2022, which include:
- a. No development or site alteration shall occur within 30 metres of the shoreline of Lake Manitouwabing, as measured from the high-water mark.
 - b. A naturally vegetated buffer shall be retained within 30 metres of the shoreline of Lake Manitouwabing, as measured from the high-water mark. No additional shoreline alteration shall be permitted along the shoreline of Lake Manitouwabing.
 - c. The existing access to Lake Manitouwabing from the subject lands, as of November 2022, shall be utilized where possible.
 - d. Work sites shall be swept for turtles in advance of construction and any individual turtles found within the work area shall be relocated out of harm's way.
 - e. Aggregate stock piles shall be isolated using sediment fencing or similar to prevent the creation of suitable nest sites.
 - f. No tree clearing shall occur in the G124Tt ecosite and/or within 30 metres of the shoreline of Lake Manitouwabing, as measured from the high-water mark.
 - g. Tree clearing outside of the G124Tt ecosite shall occur between November 1st and March 31st of any given year.
 - h. Where development is proposed within the G131Tt ecosite, it shall occur between August 1st and March 31st of any given year following tree clearing.
 - i. The hydrology of the G131Tt ecosite shall be maintained at all times (i.e., during development and post-development).

25. The Owner(s) hereby acknowledges and recognizes that any development, tree removal, and/or site alteration shall be conducted in line with the recommendations of the Natural Heritage Feature Site Evaluation Report prepared by FRi Ecological Services and dated November 2022, as noted in this Agreement.

PART F – ADMINISTRATION

26. The Owner(s) covenants and agrees to indemnify the Township from all claims, costs, and causes of action of any nature or kind whatsoever arising out of the consent application or any construction or works undertaken on the subject lands.

27. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 51(26) of the Planning Act, R.S.O. 1990, as amended, and that any expense of

the Township arising out of the administration and enforcement of this Agreement will be paid by the Owner(s) and may be recovered as taxes under Section 326 of the Municipal Act, 1990, as amended, and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the Building Code Act and regulations thereunder.

28. The Owner(s) and the Township acknowledge that the provisions of Section 67 of the Planning Act, R.S.O. 1990, as amended, provides that persons who contravene Section 51 and 52 of the Planning Act are liable on a first conviction to a fine of not more than twenty-five thousand dollars and on a subsequent conviction of not more than ten thousand dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
29. This Agreement shall come into effect on the date of execution by the Township and the Owner(s).
30. All schedules attached hereto, or referred to in this Agreement, shall form part of this Agreement, shall be signed by the Owner(s) and considered legal documents part of this Agreement and binding upon the Owner(s). The Schedules are as follows:

Schedule 'A' – Legal Description of the Lands

Schedule 'B' - Natural Heritage Feature Site Evaluation Report prepared by FRi Ecological Services and dated November 2022

IN WITNESSETH WHEREOF the Township has caused their Corporate seal to be affixed over the signature of the respective signing officers.

THE CORPORATION OF THE
TOWNSHIP OF MCKELLAR

Date: _____

Mayor – David Moore

Clerk – Ina Watkinson

Witness -

2792311 ONTARIO LTD.
Authorized Representative

SCHEDULE 'A' TO A CONSENT AGREEMENT BETWEEN
2792311 ONTARIO LTD.
AND THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Legal Description of Subject Lands:

Part of LOT 29, CON 6, being Part 3, Plan 42R-22140, TOWNSHIP OF MCKELLAR

DRAFT

SCHEDULE 'B' TO A CONSENT AGREEMENT BETWEEN
2792311 ONTARIO LTD.
AND THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Natural Heritage Feature Site Evaluation. FRi Ecological Services; dated November 2022;
Signed by Hannah Wolfram, Biologist.

DRAFT

From: BradMoira Roberts
Sent: March 21, 2024 4:49 PM
To: Karlee Britton <DeputyClerk@mckellar.ca>
Subject: Re: 211 Burnetts Road - 2792311 Ont Ltd - 51(26) agreement status

Hi Karlee:

Thank you for this, I have reviewed it and have only one REQUESTED CHANGE/CLARIFICATION, if the Planner and township are prepared to make them, we are ready to proceed:

1) Part C, point 1 be reworded to fully and correctly reflect the wording of the approved severance proposal (which did NOT seek to create three waterfront lots as was originally and incorrectly described in Council minutes and Ted Davidson's report), but rather to create a) two new rural lots, b) one new waterfront lot with access from Burnet's Road, and c) a lot addition, all as permitted by township by-laws existing at the time of the application. Therefore, I am suggesting it be reworded to clarify as follows (yellow highlight):

PART C – PURPOSE OF THE DEVELOPMENT

1. The Owner(s) has applied for and received approval for a consent on lands located in part of Lot 29, Concession 6 in the Township that creates three new residential lots - being two rural lots fronting on Burnett's Road of 5.118 ha / 12.65 acres and 5.118 ha / 12.65 acres, and one waterfront lot of +/-5.12 ha 12.65 acres fronting on Manitouwabing Lake and having access by Burnett's Road - and severs an additional area of approximately +/-15.47 ha / 38.23 acres for addition to the benefitting lands located in Lot 28, Concession 6, in the Township, as per Application B02/2022 by the Parry Sound Area Planning Board.
2. This Agreement pertains only to the lands legally described as Part LOT 29, CON 6, being Part 3, Plan 42R-22140, TOWNSHIP OF MCKELLAR, having frontage on Manitouwabing Lake and access by Burnett's Road .

I have no other suggested changes.

Please let me know if the above is acceptable to the planner and council as soon as possible.

Thank you,

Brad

Township of McKellar Public Library Board Meeting Minutes

February 26, 2024 @ 7:00 p.m. in Council Chambers (Hybrid)

1. Welcome and roll call:

The meeting was called to order at 7:00 p.m..

PRESENT IN PERSON:

Debbie Woods (Chair), Terri Short (CEO/Librarian/Treasurer) (via zoom), Dianne Thompson (Vice-Chair) (via zoom), Debbie Zulak (Council), Lynne Aylsworth (Secretary), Jeanette Clements

REGRETS: NONE

GUEST(S): NONE

We have quorum for this meeting.

2. “The Respect and Acknowledgement of Lands” was read.

“In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years.

To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.”

3. Declaration of any Conflicts of Interest: NONE

4. Approval of the Agenda:

Motion #2024:18

That we the Township of McKellar Public Library Board move to accept the February 26, 2024 Agenda as circulated to all members prior to our meeting.

Moved by Dianne Thompson, Seconded by Jeanette Clements

Carried

The Minutes from the February 2nd, 2024 meeting are moved from Consent Agenda and added to Business Arising from Minutes and we will pass those in a separate Motion.

5. Librarian’s Remarks/questions:

The Librarian’s Report was circulated to all board members prior to the meeting. In addition, the CEO provided us with an update on books sales, financial matters, and day to day library activities.

The Library has received the Park Passes for 2024. You need a library card to sign these out.

Donations of new and/or gently used children’s books, puzzles and games are welcome.

The Library has signed up for the TD Forest Reading Program.

6. Council’s Remarks/questions:

There was no news from Council.

7. Consent Agenda:

Motion #2024:19

That we the Township of McKellar Public Library Board move to approve and accept the February 26, 2024 Consent Agenda, as circulated to all board members prior to this meeting and revised as noted above.

Moved by Jeanette Clements, Seconded by Debbie Zulak ***Carried***

7. Business arising from the minutes:

a. February 2, 2024 Minutes – Revised

The Secretary amended the Minutes from the February 2, 2024 meeting by revising the title name and renumbering the Motions as they were incorrect.

Motion #2024:20

That we the Township of McKellar Public Library Board move to approve and accept the February 2, 2024 meeting Minutes as circulated to all board members prior to this meeting and revised as noted above.

Moved by Lynne Aylsworth, Seconded by Jeanette Clements ***Carried***

b. Review action items:

The board went through the “Action Items” list to confirm which actions have been completed. Any new actions from today’s meeting will be added and an updated list will be sent out to all board members.

c. Other – Library Hours

The CEO presented the board with the new hours for the library to be open and the board will discuss these hours and the new hours will then be posted on the Library’s website.

8. Business:

a. Monitoring the progress of our Strategic Plan: Reno update:

The Library’s “Revitalization Project” has begun and the board discussed and expressed their gratitude towards Jansz Interiors for the amazing job they did making the new storage closet and Makerspace with cabinets. He also gave us some good ideas to consider going forward while completing our project.

The library staff and board of directors could not be happier with the completed work and we would highly recommend Jansz Interiors to anyone who is looking for a builder/contractor.

The Library will be safe to open up on Tuesday, March 5, 2024, however, the revitalization is not complete.

The board is still in the process of completing the project and a Grand Opening Celebration will be announced once the revitalization is complete.

b. Maker Space Ideas:

Jeanette brought in different crafts (ex. cards, bookmarks, potholders, etc.) that she created by using the Cricut. It was amazing to see what this machine can create.

We further discussed our different ideas and how to run the upcoming workshops and events, the L.E.A.F. grant budget, purchasing of items needed to complete our Makerspace, ways to reach/inform the public that are not on social media of what the Library has to offer and all other matters relating to the revitalization project.

The Library will be holding workshops for everyone to learn and create once the revitalization is complete.

Please visit the Library’s website for further information on all workshops, events and programs the Library is offering.

c. Policy Review/Update: GOV-02 – Board Orientation and Training and GOV-04 – Policy Development

There are no changes to GOV-02 and/or GOV-04, save and except for the dates for review, which will be updated.

d. Report on Board Members' Advocacy activities:

Ideas for Agricultural Society partnership:

A discussion took place with respect to partnering/collaborating with the Agricultural Society. Debbie W. will contact them to invite them to one of our meetings and/or events so they can explain how the Fair is run and what items are acceptable for entry to be judged.

The Library will hold some events to coincide with this information and encourage the community to create and enter the items into the Fair.

We also discussed reaching out to Jimmy and asking if he would be interested in holding baking lessons (eg. making pies, cookies, etc.) to encourage the community to learn, create and enter their creations into the Fall Fair.

Other Advocacy Activities:

We discussed taking a "Library Tour" and tour the other libraries in and around our community from Sundridge to Humphrey to introduce ourselves and see what their libraries have to offer and invite their Boards to do the same.

e. Other Business: use of email:

Our Chair has asked in order to cut down the amount of emails in our inbox, to please send any messages/questions that are not urgent directly to her and she will either answer them or add them to the Agenda to be discussed by the Board at our next meeting.

9. Announcements:

Dianne will be away on vacation and will not be able to attend our meeting in March.
Debbie W. may be away and will not be able to attend the meeting in September.

Closed Portion of Meeting:

Motion #2024:21

That we the Township of McKellar Public Library Board move into an "in Camera" closed session at 8:21 p.m. in accordance with the Section 126.1(40 and Section 16.1 5(b)) to discuss personal matters about an identifiable individual and to approve and accept Minutes from previous closed meetings.

Moved by Dianne Thompson, Seconded by Lynne Aylsworth

Carried

Motion #2024:22

That we the Township of McKellar Public Library Board move out of the “In Camera” session and move back into an “open meeting” session with the recommendations as discussed at 8:47 p.m..

Moved by Dianne Thompson, Seconded by Lynne Aylsworth ***Carried***

12. **Next Meeting:** Monday, March 25, 2024 at 7:00 p.m. in Library, in person and/or via zoom.

13. **Adjournment:**

Motion #2024:23

That we the Township of McKellar Public Library Board move to adjourn this meeting at 8:52 p.m..

Moved by Jeanette Clements ***Carried***

Debbie Woods, Chair

Date Signed:

Lynne Aylsworth, Secretary

Date Signed:

Date Approved:

**District of Parry Sound West (Belvedere Heights)
Board of Management Meeting
Wednesday, January 24, 2024
via Zoom**

- Directors Present (voting):** Joe Beleskey
Don Carmichael, Secretary/Treasurer
Gail Finsson
Pamela Wing, Chair
Cheryl Ward
Debbie Zulak
- Director Regrets:** Paul Borneman, Vice Chair
- Advisory Member Attending (non voting):**
- Advisory Member Regrets:** Lynne Gregory
- Staff Attending (non voting):** Kami Johnson, Administrator
- Staff Regrets:**
- Specially Invited (non voting):** Jim Hanna, West Parry Sound Health Centre
Nicole Murphy, West Parry Sound Health Centre
Donald Sanderson, West Parry Sound Health Centre
Heidi Stephenson, West Parry Sound Health Centre

1.0 Call to Order: The Board Chair called the meeting to order at 9:01 a.m.

2.0 Confirmation of Quorum: A quorum was achieved.

3.0 Conflict of Interest: No conflicts were declared.

4.0 Approval of Agenda:

#BH-1/24

Moved by C. Ward, seconded by D. Zulak that be it resolved that the Board of Management accepts the agenda as presented.

Carried.

5.0 Voice of the Resident: K. Johnson presented information on the work staff member S. Stedy is doing to improve accessibility for all residents.

The Board requested that it be noted in the minutes that they are appreciative of the hard work and care that K. Johnson and her team are providing to the residents of Belvedere Heights.

J. Beleskey joined the meeting at 9:07 a.m.

6.0 Approval of Minutes:

#BH-2/24

Moved by D. Carmichael, seconded by D. Zulak that be it resolved that the minutes of the Board of Management meeting held December 20, 2023, be received.

Carried.

7.0 Matters Arising:

7.1 Life Lease Open Session

P. Borneman was not in attendance to report but members that were in attendance thought that the session was well received.

8.0 New Business:

8.1 Committee Structure

The last revised committee structure was included in the agenda package. It was determined that members will give further thought to the structure and advise if any changes are desired. This will be discussed again at the next meeting.

9.0 Committee Reports:

9.1 Finance Committee

H. Stephenson provided highlights from the meeting held this past Monday. The Finance Committee minutes and attachments were circulated to Board members yesterday (January 23rd) via email.

Highlights were as follows:

- No December statements were presented. Only the final audit will be presented in the future. It was noted that preliminary results are not materially different from the November results.
- Agency staffing for December 2023 decreased.
- Agency staffing is expected to increase for January 2024 due to the COVID-19 outbreaks and the one-on-one care required.
- The CSS annual budget that was presented at the Finance Committee meeting showed an 8K deficit. It was recommended that the CSS budget be sent to the Board of Management for review and final approval next year.
- H. Stephenson was directed to work with CSS to ensure that the above is in place for next year.

Referred to H. Stephenson

#BH-3/24

Moved by J. Beleskey, seconded by G. Finnson that the minutes of the Finance Committee meeting held January 22, 2024, be received.

Carried.

#BH-4/24

Moved by C. Ward, seconded by D. Carmichael that the 2024 Life Lease Budget be approved.

Carried.

9.2 Governance and Partnerships Committee – January 10, 2024

The Chair noted that she attended a Lakeland Long Term Care Board meeting on December 21, 2023. Much was learned and it was hoped that the LLTC Chair would reciprocate and attend a Belvedere Heights Board meeting in the future.

It was questioned whether the Board of Management should be opening their Board meetings with a Land Acknowledgement. P. Wing will work this through with the Administrator.

Referred to P. Wing

#BH-5/24

Moved by C. Ward, seconded by G. Finnson that the Role of the Chair and the Role of Board Members policies be approved.

Carried.

#BH-6/24

Moved by G. Finnson, seconded by D. Carmichael that the minutes of the Governance and Partnerships meeting held January 10, 2024, be received, as amended – P. Wing was in attendance.

Carried.

9.3 Long Term Care Ad-hoc Advisory Committee

#BH-7/24

Moved by D. Carmichael, seconded by G. Finnson that the notes of the Long Term Care Ad-hoc Advisory Committee meeting held January 15, 2024, be approved.

Carried.

10.0 Standing Items:

10.1 Fixing Long-Term Care Act, 2021

The Administrator shared information regarding the announcement of a new 10-person LTC investigations unit. The unit is investigating offences under the FLTCA. It was noted that while inspectors identify and address non-compliance under the Act, investigators determine if there are grounds that an offence under the Act has been committed, which if prosecuted could result in fines and/or imprisonment.

10.2 Equity Diversity Inclusion (EDI)

The Administrator presented information on EDI planning at Belvedere Heights. Highlights were as follows:

- 100% of staff will have completed the Cultural Competency and Indigenous Cultural Safety – 4 Part series by the end of 2024.
- Belvedere Heights is working in collaboration with LLTC to develop and equity plan consistent with OHT and OH priorities and best practices.

- Georgian Bay Biosphere will be providing Land Acknowledgement training in the near future.

11.0 Reports:

11.1 Board Chair Report

The Chair noted that the Carling presentation went well and that the line of credit situation was well understood by Councillors.

11.2 Administrator's Report

K. Johnston updated the Board on critical incidents. Belvedere Heights sits at a 97% census. They are working on filling the open beds which they were unable to fill during the outbreak. No deaths were associated with the outbreak. Another highlight for the Belvedere Heights team was that no grievances were filed in 2023!

The Board noted that they were proud of Kami and her team.

12.0 Pending: none

13.0 Correspondence: none

14.0 In-Camera:

Staff and the specially invited remained in the meeting. D. Moore exited the meeting.

#BH-8/24

Moved by J. Beleskey, seconded by D. Carmichael that the meeting move in-camera – 10:06 a.m.
Carried.

Discussion surrounding the Ontario Health Team in West Parry Sound took place.

#BH-9/24

Moved by D. Carmichael, seconded by C. Ward that the meeting move ex-camera – 10:24 a.m.
Carried.

15.0 Conclusion of Meeting:

#BH-10/24

Moved by G. Finsson, seconded by C. Ward that there being no further business to conduct, the meeting concluded at 10:25 a.m.

Carried.

P. Wing, Chair

**District of Parry Sound West (Belvedere Heights)
Board of Management Meeting
Wednesday, February 28, 2024
via Zoom**

Directors Present (voting): Joe Beleskey
Paul Borneman, Vice Chair
Don Carmichael, Secretary/Treasurer
Gail Finsson
Pamela Wing, Chair
Cheryl Ward
Debbie Zulak

Director Regrets:

Advisory Member Attending (non voting):

Staff Attending (non voting): Kami Johnson, Administrator

Staff Regrets:

Specially Invited (non voting): Jim Hanna, West Parry Sound Health Centre
Nicole Murphy, West Parry Sound Health Centre
Heidi Stephenson, West Parry Sound Health Centre

1.0 Call to Order: The Board Chair called the meeting to order at 9:02 a.m.

2.0 Confirmation of Quorum: A quorum was achieved.

3.0 Conflict of Interest: No conflicts were declared.

*A land acknowledgement will be provided at the next meeting.

4.0 Approval of Agenda:

#BH-11/24

Moved by C. Ward, seconded by J. Beleskey that be it resolved that the Board of Management accepts the agenda as presented.

Carried.

5.0 Voice of the Resident: K. Johnson presented information on the implementation of RNAO clinical guidelines. The go-live date is set for March 26, 2024. These guidelines will increase residents and families satisfaction with their involvement in care and treatment plans.

6.0 Approval of Minutes:

#BH-12/24

Moved by D. Zulak, seconded by C. Ward that be it resolved that the minutes of the Board of Management meeting held January 24, 2024, be received, as amended: delete D. Moore exited the meeting from the in-camera section.

Carried.

7.0 Matters Arising:

7.1 Life Lease Open Session

P. Borneman reported that the parking issues are being addressed. Parking space lines are being repainted in the spring to clearly identify spaces for units. And signage will also be posted in the lot. The Administrator and G. Dekker were thanked for their work on this project.

8.0 New Business:

8.1 Resignation

L. Gregory, Advisory Member of the Belvedere Heights Board of Management, submitted her resignation effective February 29, 2024. The Board accepted the resignation. A celebration will be held for Lynn in the spring.

9.0 Committee Reports:

9.1 Finance Committee

H. Stephenson provided highlights from the meeting held this past Monday. The Finance Committee minutes and attachments were circulated to Board members yesterday (February 27th) via email.

Highlights were as follows:

- One Life Lease unit is for sale on the public market.
- Presentations regarding the TD bank proposal have now been made to all municipalities.
- The January statements were reviewed. It is only one month into the fiscal so early days...
- The forecast is the same as the budget.
- Belvedere Heights was in outbreak for most of January 2024. Therefore, there was nursing upstaffing charges.
- Carling Township passed a motion agreeing in principle to the TD banking line of credit proposal. The Chair will send this resolution to all municipalities for information.

G. Finson joined the meeting at 9:36 a.m.

#BH-13/24

Moved by D. Carmichael, seconded by P. Borneman that the Board of Management accepts the reports as recommended by the Finance Committee.

Carried.

10.0 Standing Items:

10.1 Fixing Long-Term Care Act, 2021

The Administrator shared information surrounding palliative care. The FLTCA (Fixing Long Term Care Act) expanded palliative care requirements from the previous Act. Changes to the Act include a new right to the Residents Bill of Rights that states it is the right of every resident to be provided with care and services based on a palliative care philosophy. This requires an interdisciplinary approach and assessment of residents' physical, emotional, psychological, social, cultural and spiritual needs. Services and options must include quality of life improvements, symptom management, psychosocial supports and end of life care. In-person training for staff will take place on April 12th.

10.2 Equity Diversity Inclusion (EDI)

The Administrator presented information on EDI planning at Belvedere Heights. Highlights were as follows:

- Belvedere Heights and Lakland Long Term Care in collaboration will be utilizing the Embracing Diversity: A Toolkit for Supporting Inclusion in Long-Term Care Homes by the Ontario Centres for Learning, Research & Innovation in Long-Term Care.
- Georgian Bay Biosphere will be providing Land Acknowledgement training for Governors in April.

The Administrator exited the meeting – 9:53 a.m.

9.2 Governance and Partnerships Committee – February 14, 2024

#BH-14/24

Moved by C. Ward, seconded by D. Zulak that the minutes of the Governance and Partnerships meeting held February 14, 2024, be received.

Carried.

9.3 Long Term Care Ad-hoc Advisory Committee – no meeting was held. P. Wing will work with H. Stephenson to develop a schedule of meetings moving forward.

11.0 Reports:

11.1 Board Chair Report

The Chair noted that Carling Township passed a motion in principle accepting the TD banking line of credit proposal. The Chair will forward the motion to all municipalities for information.

Referred to P. Wing

11.2 Proposed Provincial Regulation of OHTs

J. Hanna provided a report on the newly approved WPS OHT. In the future, a skills-based board will be implemented. Three committees are also required 1) Audit/Finance, 2) Quality and Performance, and 3) Nominating. There is no urgency to start forming a Corporation at this time.

#BH-15/24

Moved by P. Borneman, seconded by G. Finnson that C. Ward be appointed to be an observer on the WPS OHT Core Partner group. Carried.

12.0 **Pending:** none

13.0 **Correspondence:** none

14.0 **In-Camera:** no in-camera meeting was required.

15.0 **Conclusion of Meeting:**

#BH-16/24

Moved by D. Carmichael, seconded by C. Ward that there being no further business to conduct, the meeting concluded at 10:17 a.m.

Carried.

P. Wing, Chair



Township of McKellar Report to Council

Prepared for: Mayor & Council

Department: Public Works

Date: April 2, 2024

Report No: PW-2024-02

Subject: Public Works Tenders 2024

Recommendation:

That the Council of the Corporation of the Township of McKellar does hereby receive this report for information.

Background:

Five (5) tenders were released by the Public Works department on Thursday, February 29, 2024. Notice was posted on the Township's website and an advertisement was published in the Parry Sound North Star digital publication. The tenders included:

- Liquid Calcium;
- A & B Gravel;
- Micro Seal Surface Treatment on Broadbent and Balsam Roads;
- Winter Sand; and
- Paving Centre Road

The tenders closed on Thursday, March 21, 2024 at 2:00 p.m. Tenders were publicly opened in the Council Chambers shortly after 2:00 p.m.

Analysis:

Below is a chart comparing the 2024 lowest bids, and bids accepted in 2023.

TENDER OPENING RESULTS 2024 & 2023			Quantity	
Tender	2024 Lowest Bid	2023 Lowest Bid	2024	2023
Liquid Calcium	\$ 636.48 / MT	\$603.84 / MT	120	120
A & B Gravel	\$ 17.65 - \$18.00 / MT	\$ 18.34 - \$21.61 / MT	4700MT A 1000MT B	4900MT A 1000MT B
Winter Sand	\$ 29.43 / MT (includes delivery)	\$ 22.74 / MT (includes delivery)	4500 MT	4500 MT
Micro Seal (5.9 KM)	\$ 192,458.00	\$166,208.00	5.9 KM Broadbent & Balsam	5.3KM Tait's IR & Lakeside
Pave Centre Rd	\$ 368,640.47 (disqualified) \$409,150.86 (next lowest bid)	<i>Cancelled</i>	3.1KM	3.1KM

Financial:

Overall, quantities stayed relatively the same from 2023 to 2024. The prices of Liquid Calcium, Winter Sand (material and delivery) and Micro Seal Surface Treatment have all increased in 2024, Gravel was the only commodity to see a decrease in prices.

Policies Affecting Proposal:

Procurement By-law 2019-44

Conclusion:

Calcium, Gravel and Winter Sand are purchased annually by the Township. The proponents with the lowest bids have been awarded tenders by the Township in previous years. All have adequate insurance and are well known suppliers in the area. In this case, it is recommended that the lowest bids be accepted.


Micro Seal Treatment has seemingly increased a fair bit in price from only one year ago. Without market knowledge or technical expertise, no recommendation will be provided at this time.

A tender for paving 3.1 KM of Centre Road was released in 2023, but then later cancelled before bids were received. Therefore, no price comparison from last year is provided. The lowest bidder for paving has not been contracted by the Township previously, and did not submit a bid bond with the proposal submission as required where the contract price is greater than \$150,000.00. Without market knowledge or technical expertise, no recommendation will be provided at this time.

Respectfully submitted by:

Reviewed by:


Karlee Britton, Deputy Clerk


Roshan Kantiya, Treasurer

Attachments: Tender Opening Results (5)



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244


Tender Opening Request for Proposal 2024-03 Liquid Calcium

Closing Date: March 21, 2024 2:00 p.m.

Vendor	Date/Time Rec'd	Subtotal	HST	Total
Dollard Distribution	Mar. 13 /24 12:19 pm	\$ 88,260.00	\$ 11,473.80	\$ 99,733.80
Da-Lee	Mar. 19 /24 1:03 pm	\$ 76,377.60	\$ 9,929.09	\$ 86,306.69
Miller Paving	Mar. 19 /24 1:14 pm	\$ 89,538.00	\$ 11,639.94	\$ 101,177.94

Request for proposals opened at the Municipal Office at 2:11 p.m. by:


Karlee Britton
Deputy Clerk


Mary Smith
Administrative Assistant



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

Tender Opening Request for Proposal 2024-04 A & B Gravel

Closing Date: March 21, 2024 2:00 p.m.

Vendor	Date/Time Rec'd	Subtotal	HST	Total
Weeks Construction	Mar. 21/24 10:49 am	\$102,250.00	\$13,292.50	\$115,542.50
Hall Construction	Mar. 21/24 10:13 am	\$121,017.00	\$15,732.21	\$136,749.21
Robinson Haulage	Mar. 19/24 2:42 pm	\$131,920.00	\$17,149.60	\$149,069.60
Fowler Construction	Mar. 21/24 1:48 pm	\$107,797.00	\$14,013.61	\$121,810.61

Request for proposals opened at the Municipal Office at 2:00 p.m. by:

Karlee Britton
Deputy Clerk

Mary Smith
Administrative Assistant



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0


Phone: (705) 389-2842


Fax: (705) 389-1244

Tender Opening
Request for Proposal 2024-05
Micro Seal Surface Treatment
Broadbent Road (3KM) & Centre Road (2.9KM)
Balsam
Closing Date: March 21, 2024 2:00 p.m.

Vendor	Date/Time Rec'd	Subtotal	HST	Total
Miller Paving Ltd.	Mar. 19 /24 1:14 pm	\$ 251,930.00	\$ 32,750.90	\$ 284,680.90
Duncor. Enterprises	Mar. 21 /24 8:54 am	\$ 192,458.00	\$ 25,019.54	\$ 217,477.54

Request for proposals opened at the Municipal Office at 2:09 p.m. by:


Karlee Britton
Deputy Clerk


Mary Smith
Administrative Assistant



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244


Tender Opening Request for Proposal 2024-06 Winter Sand

Closing Date: March 21, 2024 2:00 p.m.

Vendor	Date/Time Rec'd	Subtotal	HST	Total
Fowler Construction	Mar. 21/24 1:48 pm	\$ 103,275.00	\$ 13,425.75	\$ 116,700.75
	Delivery	\$ 29,160.00		

Request for proposals opened at the Municipal Office at 2:03 p.m. by:


Karlee Britton
Deputy Clerk


Mary Smith
Administrative Assistant



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842


Fax: (705) 389-1244


Tender Opening Request for Proposal 2024-07 Paving Centre Road

Closing Date: March 21, 2024 2:00 p.m.

Vendor	Date/Time Rec'd	Subtotal	HST	Total
Global Simcoe Paving	Mar. 21/24 1:26 pm	\$326,230. ⁵⁰	\$42,409. ⁹⁷	\$368,640. ⁴⁷
Fowler Construction	Mar. 21/24 12:21 pm	\$460,329. ¹³	\$59,842. ⁷⁹	\$520,171. ⁹²
Hall Construction	Mar. 21/24 10:13 am	\$409,150. ⁸⁶	\$53,189. ⁶¹	\$462,340. ⁴⁷

Request for proposals opened at the Municipal Office at 2:05 p.m. by:


Karlee Britton
Deputy Clerk


Mary Smith
Administrative Assistant



McKellar Township Report to Council

Prepared for: Mayor and Council

Department: Building Department

Agenda Date: April 2, 2024

Report No: BP24-01

Subject: Resolution 24-157 – Investigate the assignment of a civic number, 292 McKellar Ferguson Boundary Road

Background:

At the March 19, 2024 Council meeting, Council and mayor passed resolution 24-157 directing the Chief Building Official to investigate the assignment of a civic number located within McKellar Township.

Be it Resolved That the Council of the Corporation of the Township of McKellar does hereby receive the email from Paul Mallory regarding his request to change his civic address; and

Further that Council request CBO Chris Bordeleau investigate the assignment of a civic number where the property in question is located within McKellar Township and the access to the property is from the Municipality of McDougall.

Attached to this report is Schedule "A", a map showing the location of the property in question. The property is located in McKellar Township on the west side of McKellar Ferguson Boundary Road. McKellar Ferguson Boundary Road passes to the east of the Hunt Camp located on the property and turns around the hunt camp on the north side, which then continues past the boundary between McKellar Township and the Municipality of McDougall.

The property is located entirely in McKellar Township. Access to where the hunt camp is located is off McKellar Ferguson Boundary Road.

The sequencing of civic numbers along McKellar Ferguson Boundary Road, as shown on Schedule "A" of the properties located on the west side of the road are 286, 290, 292 (Mr. Mallory's property).

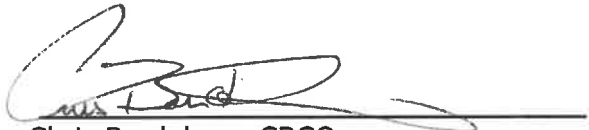
The previous Chief Building Official/sign administrator issued the civic address of 292 McKellar Ferguson Boundary road on August 11, 2011, prior to the building permit for the hunt camp being issued. Mr. Mallory can access the hunt camp via 2 different roads, access via McKellar Ferguson Boundary Road which is a summer maintained road and via Loche Erne Road in McDougall to McKellar Ferguson Boundary Road.

Loche Erne Road is located entirely in the Municipality of McDougall.

Recommendation:

As the property is located in McKellar Township, on McKellar Ferguson Boundary Road, the property was given the civic address of 292 McKellar Ferguson Boundary Road. The numbers are sequential as they continue on the road. In my opinion, the address of 292 McKellar Ferguson Boundary Road is correct and no changes are required.

Respectfully submitted by:



Chris Bordeleau, CBCO
Chief Building Official

Reviewed by:



Karlee Britton – Deputy Clerk Administrator

Attachments:

WPSGN map of property – Schedule 'A'



WPSGN Map
 West Parry Sound Geography Network

Township of McKellar

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 Disclaimer: This map is for illustrative purposes only and should not be used for navigation. The information used is compiled from numerous sources and may not be complete or accurate. The West Parry Sound Geography Network is not responsible for any errors, omissions or deficiencies with the information.
 Printed By: cbordeleau, McKellar on 2024/2/3
 Visit wpsgn.ca for more information.

SCHEDULE "A"



Township of McKellar Report to Council

Prepared for: Mayor and Council **Department:** By-law Enforcement
Date: April 2, 2024 **Report No.:** BYLAW-2024-01

Subject: Request for Noise Exemption – B. Burgoyne

Recommendation:

That the Council of the Corporation of the Township of McKellar does hereby receive this report for information; and

Further grant a noise exemption to B. Burgoyne at [REDACTED] on Saturday, August 10, 2024 from 2:00 p.m. to 7:00 p.m.; and

Further that hand delivered notices be provided to those within a 150 metres radius of the property, the Township will supply a list of civic addresses that must be notified.

Summary:

The request for the noise exemption is for a private event hosted by Bruce Burgoyne at his residence at [REDACTED].

The need for the noise exemption is required as the applicant has hired a live band to play from 2:00 p.m. to 7:00 p.m. and this falls under subsection 3.2 of the aforementioned by-law.

As the proposal is for a live band performing a radius of 150 metres is recommended when providing notice to the surrounding residents.

The applicant has advised that he can post the event on social media, but it is recommended that he hand deliver or mail a notice to all the individual residences in the 150 meter radius, in the event that not all residents have access to social media. The event itself is happening early in the day and will be completed prior to a time when people would be attempting to sleep.


Policies Affecting Proposal: Noise By-law 2012-12

Conclusion:

I hereby support this function and the noise exemption and as the By-Law in question, allows for Council to provide exemptions I believe that this should be considered and approved within the scope requested.

Respectfully submitted by:

Reviewed by:


Thomas Stoneman, By-Law Officer


Karlee Britton, Deputy Clerk

Attachments: Copy of Noise Exemption Application

Karlee Britton

From: Bruce Burgoyne <[REDACTED]> on behalf of Bruce Burgoyne
Sent: February 13, 2024 10:02 AM
To: Karlee Britton
Subject: Re: Noise Exemption

(a) The applicant's name, address, and telephone number;

Bruce Burgoyne, [REDACTED]

(b) The date, time, and location of the event or activity for which the exemption is sought and where applicable, the number of people expected to attend;

August 10th, 2024 2-7 PM

(c) A description of the source of the Noise (sound and/or vibration) in respect of which the exemption is sought;

Band music playing old time classic hits...Filthy Rich and Empty Pockets group from Parry Sound

(d) The section of the by-law from which exemption is sought;

Noise/Music

(e) The period of time, not in excess of six (6) months, for which exemption is sought;

One Day /One Time event

(f) The purpose or reasons why the exemption is being sought;

65th Birthday celebration for 2 residents of McKellar

(g) (i) The name, address, and telephone number of at least one contact Person who will supervise the event or activity, and

Same as above, Homeowner

(ii) A written undertaking that one or more contact Persons responsible for supervising the event or activity will be on-site during the entire event or activity to ensure compliance with any terms and conditions imposed by Council.

Homeowner to be on site along with other local residents

(h) Notification to neighbouring properties who may be impacted by the Noise by way of delivery of a written notice.

Would a posting on Facebook group be sufficient?? Can distribute a flyer to local residents if deemed necessary

On Mon, Feb 12, 2024 at 4:21 PM Karlee Britton <DeputyClerk@mckellar.ca> wrote:

Hi Bruce,

If you are able to answer the following questions, I will forward them to our By-law Enforcement Officer.

- (a) The applicant's name, address, and telephone number;
- (b) The date, time, and location of the event or activity for which the exemption is sought and where applicable, the number of people expected to attend;
- (c) A description of the source of the Noise (sound and/or vibration) in respect of which the exemption is sought;
- (d) The section of the by-law from which exemption is sought;
- (e) The period of time, not in excess of six (6) months, for which exemption is sought;
- (f) The purpose or reasons why the exemption is being sought;

(g) (i) The name, address, and telephone number of at least one contact Person who will supervise the event or activity, and

(ii) A written undertaking that one or more contact Persons responsible for supervising the event or activity will be on-site during the entire event or activity to ensure compliance with any terms and conditions imposed by Council.

(h) Notification to neighbouring properties who may be impacted by the Noise by way of delivery of a written notice.

The By-law Enforcement Officer will create a report and present it to Council speaking for or against the request. If a resolution is passed to grant the exemption, then I will provide you with a list of addresses that must be notified.

Thank you,

Karlee Britton | Deputy Clerk/Planning Assistant

Township of McKellar

701 Hwy 124 P.O. Box 69

McKellar, ON P0G 1C0

(705) 389-2842 x5



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Township of McKellar Report to Council

Prepared for: Mayor and Council **Department:** By-law Enforcement
Date: April 2, 2024 **Noise Exception:** BYLAW-2024-02

Subject: Request for Noise Exemption – 2nd Annual Ribfest Event

Recommendation:

That the Council of the Corporation of the Township of McKellar does hereby receive this report for information; and

Further grant a noise exemption to A. Leighl of the MLCA (Manitouwabing Lake Community Association) at 701 Highway 124 on Sunday July 7, 2024 from 4:00 p.m. to 8:00 p.m.; and

Further that hand delivered notices be provided to those within a 150 metres radius of the property, the Township will supply a list of civic addresses that must be notified.

Summary:

The request for the noise exemption is for a public event, hosted by McKellar Rib Competition Committee, Co-Chair Axy Leighl

The need for the noise exemption is required as the applicant has hired two live bands to play between the hours of 4:00 p.m. and 8:00 p.m. with an MC to be providing commentary at various times throughout the event, and this falls under subsection 3.2 of the aforementioned by-law.

As the proposal is for live bands playing and an MC utilizing sound equipment throughout the event, a radius of 150 metres is recommended when providing notice to the surrounding residents.

The applicant has undertaken to provide the prescribed notice to the residences within the 150 meter radius. The event itself is happening early in the day and will be completed

prior to a time when people would be attempting to sleep. I am not aware of any complaints from this event in 2023.

Policies Affecting Proposal: Noise By-law 2012-12

Conclusion:

I hereby support this function and the noise exemption and as the By-Law in question, allows for Council to provide exemptions I believe that this should be considered and approved within the scope requested.

The applicant has also requested to have a permanent exemption for this event. This requires a formal amendment to the by-law. I think that at this time, an annual request should be made and no permanent exemption granted, however moving forward this can and should be considered when council is looking to revise or amend their by-laws.

Respectfully submitted by:

Reviewed by:



Thomas Stoneman, By-Law Officer



Karlee Britton, Deputy Clerk

Attachments: Copy of Noise Exemption Application

Dear Council

Re: Application for Noise By-Law Exemption for Sunday July 7, 2024

(a) The applicant's name, address, and telephone number;

Axy Leighl

(b) The date, time, and location of the event or activity for which the exemption is sought and where applicable, the number of people expected to attend;

Sunday July 7, 2024
4 pm to 8 pm
701 Highway 124
McKellar, ON P0G 1C0

We expect 500 guests in total for the event however attendance will roll through the duration of the event as opposed to static attendance numbers for the duration of the event (400 people from 4 pm to 8 pm). Guests will come and go over the 4 hours.

(c) A description of the source of the Noise (sound and/or vibration) in respect of which the exemption is sought;

We will have musical entertainment (2 bands playing at different times) in addition to MC's announcing during breaks in music. There will also be the generalized noise of guests.

Prior to the event opening up for guests there will be generalized noise from set up and sound checks for the PA system.

(d) The section of the by-law from which exemption is sought;

3.2 and Schedule B(10) to the Noise by-law.

(e) The period of time, not in excess of six (6) months, for which exemption is sought;

July 7, 2024

The event and bands will be playing between the hours of 4 pm and 8 pm however there will be set-up prior to 4 pm that would likely require sound testing, on July 9, 2023.

(f) The purpose or reasons why the exemption is being sought;

The event has appealed to the greater McKellar community and both the music as well as announcing by the MC's are integral to the event. The event is in contravention of by-law 3.2 since live music will be featured and MC's will be making announcements through an amplified mic.

We believe that the disturbance to potentially affected residents is mitigated by:

- 1. Relatively short duration -- approximately 6 hours
- 2. Advance notice -- most residents are aware of the event
- 3. Location -- the event is taking place at the McKellar community centre.
- 4. General approval by residents -- the event appears to be one that is welcomed by residents overall.
- 5. Event time: the anticipated noise (music) will take place in the afternoon / early evening as opposed to early morning and later evening, times that are more likely to disturb sleep.

This event was first held on July 9, 2023. To the best of our knowledge, there were no issues arising from noise. If any do come to light, we will address issues in advance of July 7, 2024.

(g) (i) The name, address, and telephone number of at least one contact Person who will supervise the event or activity, and

Axy Leighl

[Redacted address and contact information]

(ii) A written undertaking that one or more contact Persons responsible for supervising the event or activity will be on-site during the entire event or activity to ensure compliance with any terms and conditions imposed by Council.

I, Axy Leighl, undertake with this email, to be present on site to supervise the event during the entire event and I further undertake to ensure compliance with any terms and conditions imposed by Council. I request that the Township of McKellar and the Council of the Township of McKellar accept this letter as my undertaking.

I have provided my cellular telephone number and I will be easy to locate at the event should any concerns about compliance with the exemption arise. I do not expect there to be an issue with respect to compliance as I will be proactively monitoring the event for the duration of the day.

If required, I will deliver an originally executed undertaking to the township office on or before July 5, 2024 however I provide this electronic statement on the understanding that it is a binding undertaking even without my signature.

(h) Notification to neighbouring properties who may be impacted by the Noise by way of delivery of a written notice.

We have not provided notice as of yet but of course will comply with this requirement however we ask for direction in this regard as to the general area to which notice is to be provided.

Thank you,

Axy Leighl




374028 6TH LINE • AMARANTH ON • L9W 0M6

March 12, 2024

Hon. Paul Calandra
Minister of Municipal Affairs and Housing

Sent by email to: Paul.Calandra@pc.ola.org

Re: Operational Budget Funding

At its regular meeting of Council held on March 6, 2024, the Township of Amaranth Council passed the following resolution.

Resolution #: 4

Moved by: G Little

Seconded by: A. Stirk

Whereas all Ontario municipalities are prohibited from running budget deficits for operating purposes, and;

Whereas all Ontario municipalities have similar pressures with respect to aging infrastructure and operating costs for policing, and;

Whereas the City of Toronto has recently received Provincial funding to cover a \$1.2 billion dollar operating shortfall and approximately \$12 million in Federal and Provincial funding for their Police operating budget, and;

Whereas the City of Toronto has the lowest tax rates in the Province, approximately 40% less than the average Dufferin rural municipal tax rate.

Be it Resolved That the Township of Amaranth call on the Province of Ontario to treat all municipalities fairly and provide equivalent representative operational budget funding amounts to all Ontario municipalities.

CARRIED

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

Nicole Martin, Dipl. M.A.

CAO/Clerk

C: Premier of Ontario; AMO; Ontario Municipalities

From: Jennifer Harris
Sent: March 14, 2024 11:06 AM
To:
Subject: Letter of Support - CAS
Importance: High

Being Sent on Behalf of Tammy MacKenzie, CAO

Dear Colleagues,

Please see the attached letter of support for The Children's Aid Society of the District of Nipissing and Parry Sound. This organization services our entire district and asked for our support for a Youth Wellness Hub. This Hub will be located in North Bay however, they will be providing outreach services for youth in our district based from this Hub. These "pop up" Hubs will be an asset to our community. As our DSSAB Board has endorsed this endeavour of CAS, we encourage you to provide letters of support from your municipalities. Please provide these letters directly to CAS, to the attention of Krystal McNeice: krystal.mcneice@parnipcas.org

In addition to the letter of support, we have attached some information on the Youth Wellness Hub.

Thank you,
Tammy

Jennifer Harris

Administrative Officer

District of Parry Sound Social Services Administration Board

1 Beechwood Drive, Parry Sound, Ontario P2A 1J2

Tel: (705) 746-7777 ext. 5290

E-Mail: jharris@psdssab.org

www.psdssab.org



District of Parry Sound



Social Services
Administration Board

March 14, 2024

Attn: Minister Fedeli, Minister Tibollo, Cyndy Dearden (YWHO) and Maria Talotta (YWHO)

RE: Letter of Support for Youth Wellness Hub Ontario Application

I am writing to express our support for the Elmwood Youth Hub in its application to be designated and funded as one of Ontario's Youth Wellness Hubs.

As the Chair of the District of Parry Sound Social Services Administration Board, I am pleased to endorse the establishment of a Youth Wellness Hub in the District of Nipissing, recognizing the immense value it holds for the well-being of youth. The YWHO aligns seamlessly with our organizational goals to create a supportive environment that nurtures the physical and mental well-being of our youth population.

Providing programming and activities for youth is challenging and we believe the proposed hub has the potential to become a central resource for our youth, offering them the support and tools needed to navigate the complexities of adolescence and young adulthood. Furthermore, we look forward to ongoing engagement with hub representatives to offer programming and activities in YWHO pop ups within the District of Parry Sound.

Activities for youth is a significant gap in our community, we urge you to provide our youth with a safe place to go where they can make meaningful connections and learn to become independent and better connected to their community and those who live in it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Zanussi', with a horizontal line extending to the right.

Rick Zanussi, Chair
District of Parry Sound Social Services Administration Board



140 ELMWOOD

Where Kids & Families Grow

The Children's Aid Society of the District of Nipissing and Parry Sound

www.140elmwood.com | (705) 472-0910

Youth Wellness Hubs Ontario



History YWWHO

For more information, please visit youthhubs.ca

YWWHO was inspired by the integrated collaborative care team model developed by youth, family members, clinicians and researchers as part of the YouthCan IMPACT research project launched in 2014.

As part of the YouthCan IMPACT trial, hubs were developed and implemented in Toronto to serve both research participants and community youth. These hubs later became part of Youth Wellness Hubs Ontario.

YWWHO supports local service providers to work together in a new way, providing young people in Ontario aged 12 to 25 with access to a full range of integrated services that support their individual needs, including mental health and substance use supports, primary care, education, employment, housing and other social services in one youth-friendly space. YWWHO's is designed to improve experiences and outcomes for youth by:

Increasing access to rapid, low-barrier services.

Providing tailored, high-quality programs co-developed with youth to meet their needs.

Reducing transitions by providing care in one location.

Each hub works with local service providers and partners in their communities across the province to bring together existing services to work together in a new way to deliver high-quality, developmentally appropriate services to youth and their families in their community.

Currently, there are 22 YWWHO's in Ontario, 3 in Northern Ontario



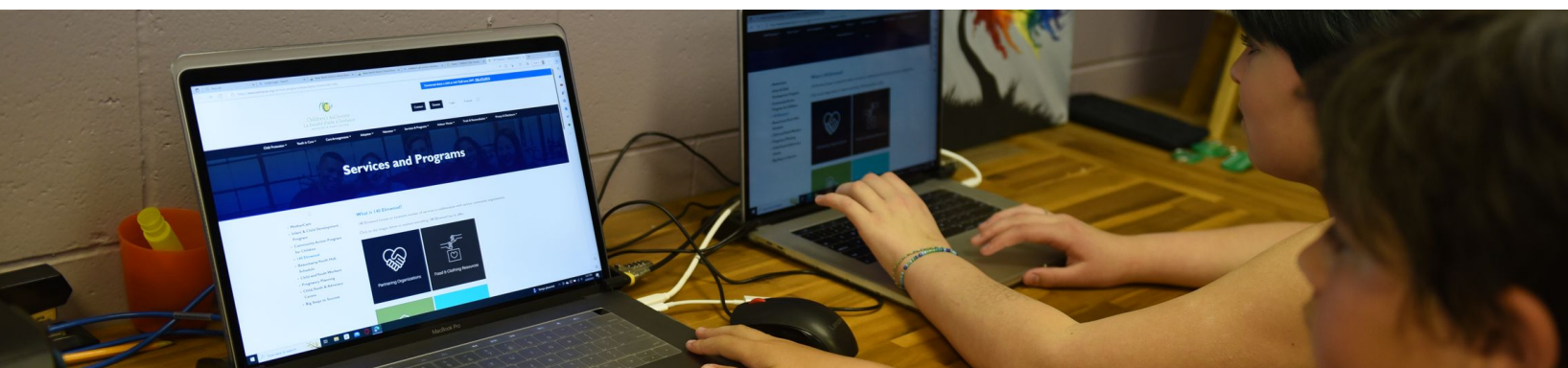
Kenora (indigenous-led Korora Chiefs Advisory)
Sudbury (housed in the YMCA)
Algoma (stand alone)

Mental Health Services

Substance Use Supports

Primary Health Care

Community & Social Supports



Efforts/Advocacy to be successful in having Elmwood designated a Youth Wellness Hub

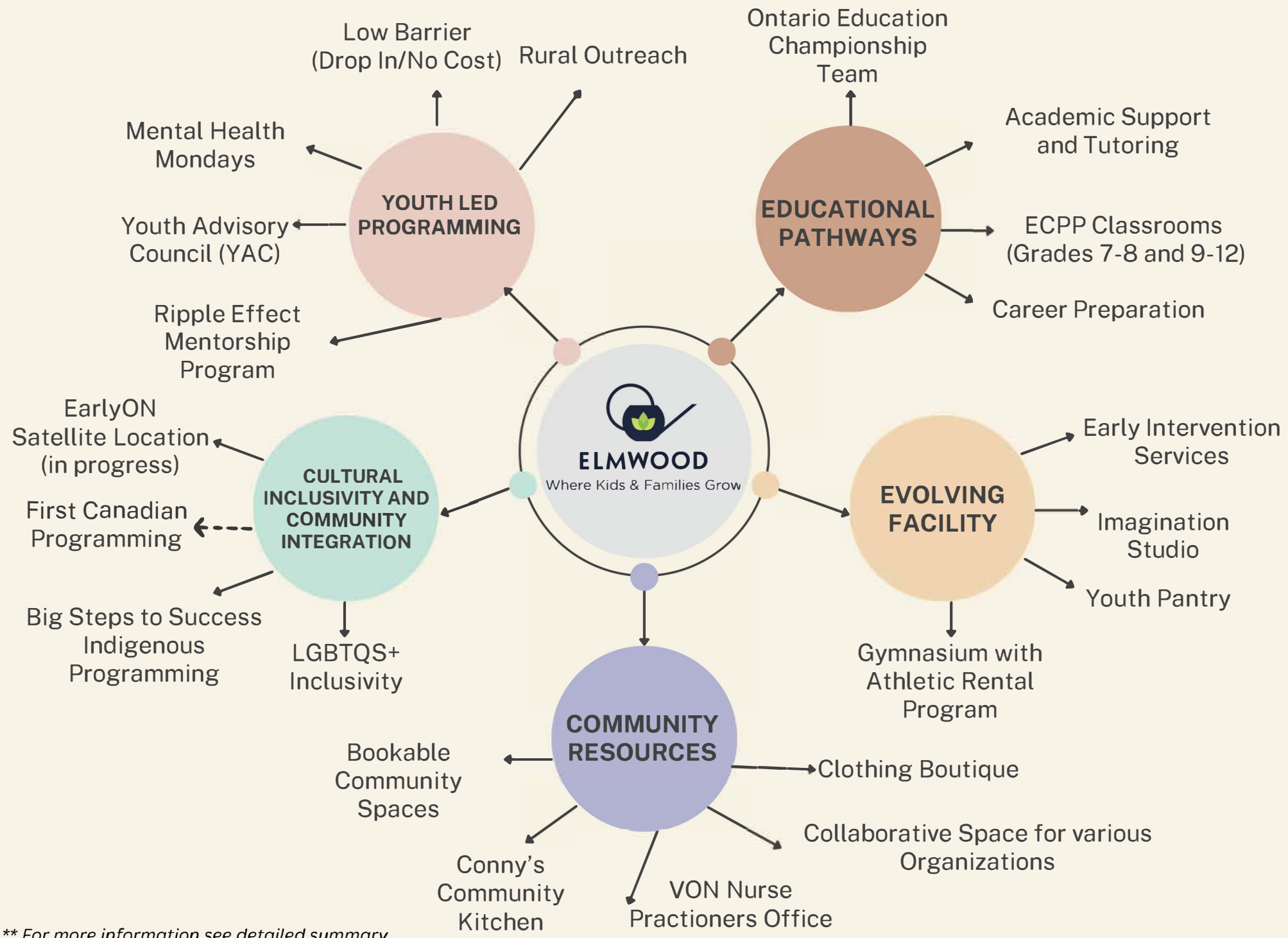


Recent Events

- Visited the YWHO in Sudbury.
- Met (virtually) with the YWHO Lead who stated she would assist in providing ongoing input and feedback to ensure a high-quality application is submitted.
- Provided MPP Vic Fedeli with information about YWHO and our intent.
- Facilitated a tour with Health Unit, Dr. Zimbalatti, Medical Officer of Health and Leads for the Icelandic Model, a whole community safety and wellbeing approach. Elmwood offers the youth space to allow for services and programming.
- Ongoing conversation with Youth Advisory Council (YAC) to discuss and identify gaps. Embedding the voice of youth to inform programs and services.



Where Kids & Families Grow



** For more information see detailed summary



ELMWOOD

GROW WITH US!

Building Utilization- and we are just getting started!

- Donor/Funders
- Youth Programming
- Elmwood Ambassadors
- Elmwood Users



Donors/Funders

- Beauchamp Family
- Ontario Education Championship Team
- Children's Aid Foundation of Canada
- Rotary Club
- Private Donors



Elmwood Ambassadors

- Victorian Order of Nurses
- Near North District School Board
- Early Intervention Services
- Trinity Infant Food Shelf

Youth Programming *provided by*

- | | |
|----------------------------------|-----------------------------|
| Assante Wealth Management | North Bay Health Unit |
| Big Brothers Big Sisters | March of Dimes |
| Endayaan Awejaa | Canadore College - Culinary |
| CMHA | Wasi Chefs |
| Hands | LERN |
| Community Support Team | Penny Tremblay - Playing |
| Digital Creator | Nice in the Sandbox |
| YES Employment | Service Canada |
| OUTloud North Bay | Gathering Place |
| White Pine Creative | City of North Bay - Transit |
| Fontaine & Associates Bankruptcy | |














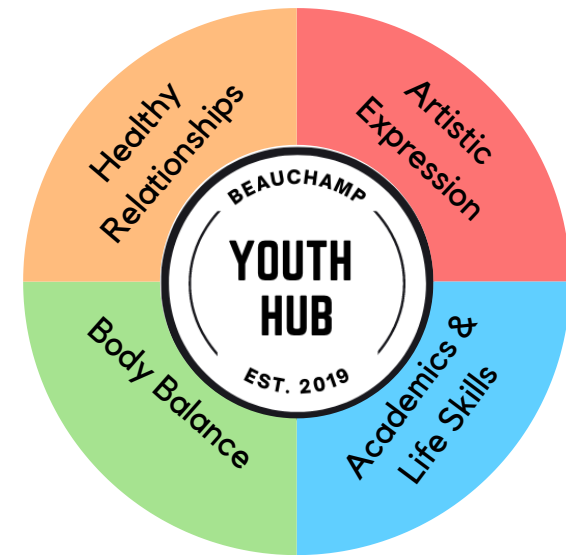
Elmwood Users

- Community Members
- CAS Service Users
- ProSports
- North Bay Panthers
- Ringuette Canada
- Gateway Hub
- Hands: Snap Programming
- PCMH (Childrens Mental Health Ontario) - North Bay Chapter
- TCI Training Nipissing-Parry Sound
- Catholic District School
- Zinzico
- Dreamcoat Fantasy Theater

PROGRAMMING FOR FEBRUARY 2024

140 ELMWOOD AVE - NORTH BAY, ON

MONDAY (YOUTH AGED 15+) 4-6PM	TUESDAY (YOUTH AGED 10+) 4-6PM	WEDNESDAY (YOUTH AGED 14+) 4-6PM	THURSDAY 4-6PM	FRIDAY NO PROGRAMMING
 Hands TheFamilyHelpNetwork.			1 FRIENDSHIP BRACELETS 	2
5 MENTAL HEALTH MONDAYS	6 DROP IN NIGHT: OPEN GYM	7 SAFE SEX AND FAMILY PLANNING 	8 DIY VALENTINE'S DAY CARDS	9
12 MENTAL HEALTH MONDAYS	13  DROP IN NIGHT: MAKE YOUR OWN HEART SHAPED PIZZA	14 COOKIE DECORATING @ CANADORE COLLEGE 	15 LEGO NIGHT 	16
19 NO YOUTH PROGRAMMING (FAMILY DAY)	20 DROP IN NIGHT: VIDEO GAMES AND OPEN GYM	21 ID CLINIC WITH SERVICE CANADA 	22 BIG STEPS INDIGENOUS PROGRAMMING AGED 7-17  	23
26 MENTAL HEALTH MONDAYS	27 YOUTH ADVISORY COUNCIL *VIRTUAL PARTICIPATION AVAILABLE	28 FINANCIAL LITERACY 	29 OPEN ART NIGHT	



Children's Aid Society
NISSING & PARRY SOUND

WWW.PARNIPCAS.ORG

IMPORTANT INFO:

Come check out our newly renovated youth hub

Reminder that programming is cancelled when buses are cancelled (i.e. Snow days)

Questions? Suggestions?

youthprogramming@parnipcas.org

140 Elmwood: Detailed Summary

Youth-Led Programming:

- Low Barrier Programming: Drop-In programming is anchored in four key areas — Artistic Expression, Healthy Relationships, Body Balance, and Academic Enrichment. Each area is designed to align with our 'Ready Set Go' guidelines, supporting youth as they navigate their journey towards independence.
- Mental Health Mondays: Collaborative sessions with Handsthefamilyhealthnetwork focusing on youth-led mental health discussions and toolbox building.
- Ripple Effect Mentorship Program: Providing youth with professional and leadership skills through peer support initiatives.
- Youth Advisory Council (YAC): Empowering young people to share their voice in decision-making processes and policies, this council serves as a vital link between the youth we serve and our senior leadership team and Board of Directors, fostering a culture of inclusive leadership.
- Community Partnership Engagement: With over 20 community partnerships, weekly presentations connect youth with local resources and care navigation.
- Rural Outreach in Parry Sound: Extending programming to our Parry Sound satellite location for rural inclusivity, leveraging existing youth programming at The Drop.

Education and Career Development Pathways:

- Ontario Education Championship Team (OECT): Collaborative educational support through programming, exploring alternative pathways through education.
- Career Preparation: Resume workshops, mock interviews, and agency presentations for workforce readiness.
- Academic Support and Tutoring: Emphasizing academic success, we offer weekly tutoring groups and provide exam support with Oxford Learning Centers, offering personalized assistance to students.
- Education and Community Partnership Program (ECP): In partnership with the Near North District School Board, 140 Elmwood is home to 9-12 and 7-8 classroom as part of the ECP. This initiative provides a supportive alternative environment for learning, enhancing our educational offerings within a nurturing and inclusive community setting.

Cultural Inclusivity and Community Integration:

- Cultural Programs: Monthly Activities with Big Brothers Big Sisters through the Big Steps to Success Partnership and Endaayaan Aweejaa with future plans to collaborate with YES Employment in bringing programming to the First Canadian population.
- Community Kitchen: Hosting diverse culinary classes and weekly family-style meals.
- On-Site Healthcare: Primary and sexual health services in partnership with VON Nurse Practitioners Office.
- EarlyON Satellite Location: In partnership with DNSSAB and Community Living, 140 Elmwood will proudly serve as an EarlyON satellite location in partnership with staffing from our Infant Child and Development program. This collaboration enhances our ability to provide comprehensive, early childhood development services to a broader community base.
- LGBTQ+ Inclusivity: Providing a safe, equitable space for LGBTQ+ programming, in partnership with organizations like OUTloud.

Community Resources and The Evolving Elmwood Facility:

- The Boutique and Youth Pantry: Offering essential clothing, hygiene supplies, and food items to support youth and families.
- Facility Features: "Imagination Studio" for creative arts, a fully equipped gym, Early Intervention Services, and the Conny's Community Kitchen for culinary education.
- Bookable Community Rooms: Versatile spaces for meetings, events, and community engagement including an enclosed outdoor courtyard with play structure.
- Athletic Rental Program: With grant funding secured from Canada Post, youth and families can borrow sporting equipment, such as skates, hockey gear, bikes, and scooters. This initiative ensures all children and youth who work with us have access to recreational opportunities and sports, promoting physical health and well-being.
- Home to Community Organizations: Serving as the base for diverse groups including the Foster Parent Association, various parenting programs, Parent Peer Support through Children's Mental Health Ontario, Adoption Support Group, ProSports, Panthers Baseball, and Dreamcoat Fantasy Theater.



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

April 2, 2024

Children's Aid Society of the District of Nipissing & Parry Sound

Attn: Krystal McNeice

25 Church Street

Parry Sound, ON P2A 1Y2

Sent via Email: krystal.mcneice@parnipcas.org

Dear Ms. McNeice,

On behalf of the Council of the Township of McKellar I am writing to express Council's support for the establishment of Youth Wellness Hub outreach services in our District through the Youth Wellness Hub Ontario initiative. These "pop-up" Hubs will be a valuable asset to our community, providing crucial support and resources to our youth population.

While the main Youth Wellness Hub will be located in North Bay, we understand that its outreach services will extend to our Municipality and surrounding area, ensuring that young individuals in our area have access to essential support services.

We recognize the unique challenges faced by young people today, including mental health concerns, social pressures, and access to resources. The Youth Wellness Hub outreach services will address these challenges by providing a range of support options to youth in our community.

The concept of "pop-up" Hubs is particularly appealing as it allows for flexible and responsive support that can be tailored to the specific needs of our community. Whether it's organizing outreach events, providing mobile counseling services, or offering virtual support sessions, these initiatives will undoubtedly make a positive impact on the lives of our youth.

In conclusion, the Township of McKellar fully supports the establishment of Youth Wellness Hub outreach services in our area and is committed to working closely with your organization to ensure the success of these initiatives. We are excited about the positive impact they will have on our youth and look forward to contributing to their growth and well-being.

Thank you for considering our support. Please feel free to contact us if you need any further information or collaboration opportunities.

Sincerely,

Karlee Britton | Deputy Clerk

Township of McKellar

deputyclerk@mckellar.ca

(705) 389-2842



PARRY SOUND HIGH SCHOOL

111 ISABELLA STREET | PARRY SOUND, ONTARIO P2A 1N2 | PHONE (705) 773-7979

Tuesday March 12, 2024

MAR 15 2024

To Whom it May Concern:

Re: Parry Sound High School Commencement – Thursday, June 27, 2024

The end of the 2023-24 school year will soon be upon us and with it comes our commencement ceremony where we celebrate the achievements of our graduates. Your help in recognizing and rewarding students for their commitment, hard work, dedication, and successes in previous years is sincerely appreciated and we are hoping that you are able to continue your support this year.

A high school graduation ceremony is a milestone that marks the beginning of a new chapter in every participant's life. The return to an in-person event was a welcome way to mark that milestone and we look forward to gathering as a school community again this year.

Parry Sound High School has long prided itself on the ability to prepare students academically for whatever may lay ahead of them after high school, but we know many leave here without the financial means to move on to their preferred post-secondary destination. Getting started in an apprenticeship or attending a college or university comes with costs that we wish every student had the financial backing to make a reality. Contributions like the ones you have made allow the school community to ensure as many students as possible have at least a bit of that financial backing.

If you are able to contribute to the Commencement of 2024, please make your cheque payable to Parry Sound High School Ways and Means. We kindly request that the cheque be sent to the high school by June 3, 2024. The cheques will be deposited and held in trust until the ceremony.

The Class of 2024 will not forget the upheaval of their high school careers, but we believe that they have built skills to deal with adversity and are ready to move on to great successes. We hope the same is true for everyone, but we do understand that the last few years have been difficult for many. We appreciate anything you are able to do to acknowledge and celebrate these students.

We will connect again when we know more regarding the ceremony and please feel free to reach out with any questions or concerns. We can be reached at 705-773-7979 ext. 8439 or by e-mail at Dave.Weichel@nearnorthschools.ca.

Sincerely,

The Parry Sound High School Commencement Awards Committee



Resolution No. 24 03 02

Date: March 14, 2024

Moved By: Teresa Hunt Seconded By: Teri Brandt

Carried: X Defeated:

THAT the District of Parry Sound Social Services Administration Board supports the attached Reaching Home Funding Resolution from NOSDA;

AND THAT a copy of this resolution be forwarded to Scott Aitchison, MP Parry Sound-Muskoka and Anthony Rota, MP Nipissing - Timiskaming along with Municipalities within the District of Parry Sound requesting their support of this resolution.

Rick Zanussi, Board Chair

	<u>FOR</u>	<u>AGAINST</u>		<u>FOR</u>	<u>AGAINST</u>
Ryan Baptiste	_____	_____	Teresa Hunt	_____	_____
Jerry Brandt	_____	_____	Ted Knight	_____	_____
Teri Brandt	_____	_____	Tom Lundy	_____	_____
Janice Bray	_____	_____	Jamie McGarvey	_____	_____
Ted Collins	_____	_____	Peter McIsaac	_____	_____
Joel Constable	_____	_____	Sharon Smith	_____	_____
Mike Dell	_____	_____	Rick Zanussi	_____	_____
Gail Finnon	_____	_____			

Report #: 8.1
Subject: Reaching Home Funding Resolution
To: Board Members
Presented By: Tammy MacKenzie, CAO
Prepared By: Jennifer Harris, Administrative Officer
Date: March 14, 2024

Resolution:

THAT the District of Parry Sound Social Services Administration Board supports the attached Reaching Home Funding Resolution from NOSDA;

AND THAT a copy of this resolution be forwarded to Scott Aitchison, MP Parry Sound-Muskoka and Anthony Rota, MP Nipissing - Timiskaming along with Municipalities within the District of Parry Sound requesting their support of this resolution.

Report:

As per the January 10, 2024 NOSDA CAO and Chairs meeting minutes, the Reaching Home Program allocations will be reducing over the next three years. This funding is used strictly for homelessness, by-name list, and shelter solutions. Although not all DSSAB's are currently recipients of this funding, the reduction is going to be devastating in Northern Ontario. This is a 60% reduction which will result in the loss of 2.8 million in Northern Ontario.

At the March 7, 2024 meeting of NOSDA CAO's, they passed the attached resolution which we are bringing forward for our Board's endorsement.



**NORTHERN ONTARIO
SERVICE DELIVERERS
ASSOCIATION**

RESOLUTION NO. 24 – 007

Moved by: **Mike Nadeau**
Seconded by: **Henry Wall**

WHEREAS Reaching Home: Canada's Homelessness Strategy is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs; and

WHEREAS Reaching Home supports the goals of the [National Housing Strategy](#), by supporting the most vulnerable Canadians in maintaining safe, stable, and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028; and

WHEREAS Homelessness has an impact on every community in Canada. It affects individuals, families, women fleeing violence, youth, seniors, veterans, and people with disabilities. In 2016, an estimated 129,000 people experienced homelessness at an emergency shelter. In 2019, Reaching Home was launched by the Federal government who committed \$2.2 billion to tackle homelessness across the country and increased their commitment to nearly \$4 billion over 9 years. This included over \$1.1 billion in new investments through Budgets 2021 and 2022; and

WHEREAS only five of the 11 NOSDA members are funded to deliver the Reaching Home Program and they have been informed that their reaching home funding will be cut 57 % in fiscal 2026-27; and

WHEREAS this 57% reduction will mean that the 5 NOSDA members who deliver Reaching Home will lose 2.6 million annualized by fiscal 2026-27.

THEREFORE BE IT RESOLVED THAT NOSDA calls on the government of Canada to meet its obligations as announced in 2016 and reaffirmed in 2022 by immediately reversing the decision to reduce the Reaching Home Funding by 57%; and

FURTHERMORE BE IT RESOLVED THAT NOSDA call on the Federal government to increase the annualized funding allocated for Reaching Home and provide Reaching Home Funding for all eleven NOSDA members; and

FURTHERMORE BE IT RESOLVED THAT NOSDA calls on the Federal Government to maintain its commitment to reduce chronic homelessness nationally by 50% by fiscal year 2027-28; and

FURTHERMORE BE IT RESOLVED THAT NOSDA calls on the Federal Government to work hand in hand with the Province of Ontario to meet the provinces' goal of creating 1.5 million new homes by 2030.

Board Directors	YEAS	NAYS
Brian Marks, Chair		
Dan McCormick		
Henry Wall		
Bill Bradica		
Mike Nadeau		
Keith Bell		
Donna Stewart		
Steve Jacques		
Tammy MacKenzie		
Melanie Shaye		
Mark Stewart		

Carried March 7, 2024

Defeated _____

Deferred or Tabled _____



Chair



NOSDA Executive Director



Registration Form

AMCTO Zone 7 Spring 2024 Workshop
April 25-26, 2024 – Manitoulin Hotel and Conference Centre, Little Current

Name: _____

Municipality: _____

Position: _____

Email: _____

Phone: _____

Thursday and Friday

Delegate \$225 _____

Thursday Only (includes lunch and dinner)

Delegate \$110 _____

Total Amount Submitted \$ _____

Dietary Restrictions _____

Please note any allergies/dietary restrictions so we can notify the Conference Centre.

Please send completed registration forms to m.zuppa@cityssm.on.ca by **April 19**.

Payment for registration can now be made using e-transfer: zone7amcto@gmail.com

Or please mail cheques payable to “AMCTO Zone 7” **with your registration form** to:

Kris Croskery-Hodgins
Treasurer – Zone 7
45 Beatty Street
Nipissing ON P0H 1W0

For Accommodations:

Manitoulin Hotel and Conference Centre, 66 Meredith E, Little Current, ON P0P 1K0
1-705-368-9966 or reservations@manitoulinhotel.com
Group Code: **AMCTO24**



McKellar Township Public Library
701 Highway #124
McKellar, Ontario
P0G 1C0
705 389-2611 phone/fax
e: mckellarlib@vianet.ca

March 14, 2024

Township of McKellar
701 Highway 124
McKellar, Ontario
P0G 1C0

To Whom It May Concern:

The McKellar Library seeks permission to have a community resource information display case placed outside the library door in the hallway leading to the chambers, across from the corkboard.

Prior to our Revitalization Project, we had the display case on a wall within the library, however this wall is no longer available for this purpose.

As a resource centre for the community, we feel it is vital that we provide a place for our local community groups as well as government services to display their pamphlets and information sheets.

The clear plastic display case is 30" wide and 36" tall.

We would also like to know if we could place a corkboard in the post office hall next to the existing corkboard to advertise our library and community events?

Respectfully submitted by,

A handwritten signature in blue ink, appearing to read 'Lynne Campbell', is written over the typed name.

Lynne Campbell
Assistant Librarian
McKellar Township Public Library

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-25

**Being a By-law to Authorize an Agreement Between
The Corporation of The Township Of McKellar And
Circular Materials Ontario ("CMO")**

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

WHEREAS pursuant to Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by by-law; and

WHEREAS it is deemed expedient that the Township of McKellar enter into a Depot Operations Agreement with Circular Materials Ontario respecting the collection of Blue Box Materials; and

WHEREAS such a Depot Operations Agreement is required to set out the terms and conditions of the provision of such service;

NOW THEREFORE the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. **THAT** the Mayor and Clerk/Administrator be authorized to execute the Depot Operations Agreement attached hereto as 'Schedule A' and forming a part of this by-law with Circular Materials Ontario (CMO).
2. **THAT** a copy of said Agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. **THAT** this by-law shall come into effect upon the passing thereof.

READ a FIRST and SECOND time this 2nd day of April, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

READ a THIRD time and **PASSED** in **OPEN COUNCIL** this 2nd day of April, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-120

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This Agreement (this "Agreement") is entered into as of _____ ("Effective Date")

Between

The Corporation of the Township of McKellar, a corporation incorporated under the laws of Ontario, having a place of business at 701 Highway 124 McKellar, ON P0G 1C0 ("Contractor")

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario ("CMO")

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Material at Depots; and

WHEREAS, Contractor and CMO (each a "Party", and collectively the "Parties") jointly desire to enter into this Agreement respecting the collection of Blue Box Material at Depots for the applicable Eligible Community; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "Agreement Term".



4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.
5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.
6. Attached and forming an integral part of this Agreement are the following exhibits:
 - (i) Exhibit 1 – Scope of Work and Other Provisions;
 - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
 - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
 - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
 - (v) Exhibit 5 – Service Commencement Dates; and
 - (vi) Exhibit 6 – Compensation.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

**The Corporation of the Township
of McKellar**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the
Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“AGREEMENT TERM” has the meaning set out in Section 2 of this Agreement.

“APPLICABLE LAW” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this Agreement or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in the Regulation, except to the extent expressly set out otherwise in this Agreement.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“CHANGE NOTICE” has the meaning set in Section 8.8(a) of Exhibit 1.

“CHANGE ORDER” has the meaning set in Section 8.8(f) of Exhibit 1.

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source at a Depot.

“COLLECTION SERVICES” means the Work required by this Agreement.

“CONTRACT PRICE” means the total price payable under this Agreement, as set forth in Exhibit 6.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this Agreement.

“COST ESTIMATE” has the meaning set out in Section 8.8(b) of Exhibit 1.

“DEPOT” means a Staffed Depot or an Unstaffed Depot or a New Depot.

“EFFECTIVE DATE” has the meaning set out in the recitals to this Agreement.

"ELIGIBLE COMMUNITY" has the meaning set out in the Regulation.

"ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE" means the applicable date on which the Work commences in an Eligible Community.

"ELIGIBLE SOURCES" means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of this Agreement.

"EQUIPMENT" means all machinery, apparatus and other items used in completing the Work.

"HAZARDOUS WASTE" means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

"HOUSEHOLD" means (i) a Residence, (ii) a dwelling unit contained within the type of facility described by section (a) of the definition of "facility" in the Regulation and (iii) households agreed by the Parties to be households for the purposes of this Agreement.

"LEGISLATIVE CHANGE" means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

"LOSSES AND CLAIMS" means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

"MANAGER" means the manager of this Agreement identified by CMO, from time to time, in writing.

"NEW DEPOT" means a new depot as agreed to by the Parties for the purposes of this Agreement.

"NON-BLUE BOX MATERIAL" means material that is not Blue Box Material.

"NON-ELIGIBLE SOURCE" means a source within an Eligible Community listed in Exhibit 5 that is not an Eligible Source.

"NON-ELIGIBLE SOURCE BLUE BOX MATERIAL UNIT PRICE" has the meaning set out in Exhibit 6.

"NON-ELIGIBLE SOURCE DEDUCTION" has the meaning set out in Section 3.3(a) of Exhibit 1.

"PERSON" means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator

or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“PRIME” means the Bank of Canada’s target for the overnight (interest) rate, as posted from time to time.

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“PROMOTION AND EDUCATION SERVICES” means promotion and education services described in Section 4.1 of Exhibit 1.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“RESIDENCE” has the meaning set out in the Regulation.

“RESIDENTIAL DEPOT OPERATION COSTS” has the meaning set out in Exhibit 6.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“STAFFED DEPOT” means a location listed in Exhibit 2.

“STREAM 1” has the meaning set out in Section 3.2(e)(i) of Exhibit 1.

“STREAM 2” has the meaning set out in Section 3.2(e)(ii) of Exhibit 1.

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 3.6 of Exhibit 1.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“UNSTAFFED DEPOT” means a facility listed in Exhibit 3.

“UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS” means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is

computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

“WORK” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement, including any Change Orders agreed to by the Parties.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this Agreement denotes permissive.
- (e) The words shall and will in this Agreement denote imperative.
- (f) Any capitalized term used in this Agreement that is not defined in Section 1.1 of Exhibit 1 or elsewhere in this Agreement will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

- (k) Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this Agreement may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates ("RLG") as the Manager. Notwithstanding any other provision in this Agreement, CMO may identify, in writing, its rights under this Agreement, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents provided to CMO or that may be requested by CMO and may request copies of documents;
 - (ii) shall be notified, along with CMO, pursuant to Sections 1.5 and 1.6 of Exhibit 6 and Section 8.9(b) of Exhibit 1; and
 - (iii) may provide notice to the Contractor pursuant to Section 7.3(d) of Exhibit 1.

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including receiving Blue Box Material from Eligible Sources at each Depot and storage of Blue Box Material at each Depot in a manner that meets or exceeds the standards, level, scope and quality of collection services the Depot (or, for a New Depot, a similar Depot) received immediately prior to the Transition Date and complies with the terms of this Agreement.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 24 and 25.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material at a Depot from receipt from Eligible Sources through to pick up by CMO or a contractor identified by CMO from time to time.
- (d) Ownership of the Blue Box Material received at a Depot shall not transfer to the Contractor.
- (e) All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law.
- (f) If, during the Agreement Term, there is a change in Applicable Law which is in effect as of the Effective Date that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement using a Change Order pursuant to Section 8.8 of Exhibit 1. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this Agreement.

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

CMO and the Contractor may add New Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order.

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - gable top containers
 - aseptic containers
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging.

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be two point two percent (2.2%), and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:
 - (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than two point two percent (2.2%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

and, in either case, such adjusted amount shall be used in the calculation of the Contract Price for subsequent calendar months, pursuant to Exhibit 6.

3.4 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this Agreement (the "Lawful LD Period"), the Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to encourage Eligible Sources who cannot access the depot(s) because of the Lawful LD, to separate and retain their Blue Box Material during the Lawful LD Period.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this Agreement (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Contractor Default to have occurred.
- (c) Notwithstanding any provision in this Agreement to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources that do not receive collection services pursuant to this Agreement.

3.5 Access to the Work

- (a) Without limiting the generality of any other provision in this Agreement, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.
- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.5 of Exhibit 1 for the administration of this Agreement and any internal purposes.

3.6 Subcontractors

- (a) The Contractor may, subject to this Section 3.6, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause its Subcontractors to, perform the Work in accordance with the provisions of this Agreement.
- (b) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this Agreement that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

ARTICLE 4

SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

- (a) The Contractor will have primary responsibility for providing persons associated with Households information about Collection Services, including:
- the location of every depot collection site and its hours of operation;
 - a list of Blue Box Material that may be delivered to the depot collection sites;
 - a list of materials that may not be included with Blue Box Material when delivered to the depot collection sites; and
 - a telephone number and email address at which persons may receive responses to questions or concerns relating to collection.
- (b) The Contractor will utilize the Blue Box Material categories and terminology in Exhibit 4 Blue Box Material Accepted in Collection System in communications with Households.
- (c) The Contractor may:
- (i) incorporate CMO's Promotion and Education Materials in the Contractor's Promotion and Education Materials;
 - (ii) use messaging and images that are developed by CMO in the Contractor's Promotion and Education Materials for the purposes of this Agreement and for no other purpose; and
 - (iii) distribute CMO's Promotional and Educational Materials and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO.
- (d) The number of Households receiving Promotion and Education Services shall be recorded in Section 1.9(a) of Exhibit 6 and may be updated to reflect any Change Orders under this Agreement.

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this Agreement and the consummation of the matters contemplated by this Agreement have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any lower tier municipalities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such lower tier municipalities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) in performing its obligations under this Agreement, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work; and
- (f) it is a registrant within the meaning of Part IX of the *Excise Tax Act* and shall provide CMO with its harmonized sales tax ("**HST**") number.



ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of Equipment for each Depot prior to the Eligible Community Service Commencement Date and shall submit an updated inventory of Equipment for each Depot on an annual basis.
- (b) The Contractor shall retain records for the Blue Box Material that is collected including a record of the number of containers picked up by CMO or a contractor identified by CMO, or the Manager, from time to time and the date on which the containers were picked up. The Contractor will provide a copy of the Contractor's records if requested by CMO or the Manager.

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity
 - (i) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the “CMO Indemnitees”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to:
 - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this Agreement;
 - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 5.1(e) of Exhibit 1;
 - (C) failure to comply with, or breach of, any of the Contractor’s obligations under this Agreement;
 - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this Agreement;
 - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this Agreement by CMO;

- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
 - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
 - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this Agreement, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
 - (iii) Notwithstanding any other provision in this Agreement, indemnification by the Contractor pursuant to this Section 7.1(a) of Exhibit 1 shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this Agreement, including under this Section 7.1(a) of

Exhibit 1, that is expressly intended to extend to include the Manager, as a third-party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.

(b) CMO Indemnity

CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.2 Limited Liabilities

- (a) Subject to Section 7.2(b) of Exhibit 1, the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "Contractor Liability Threshold").
- (b) The Contractor Liability Threshold and Section 7.2(a) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
- (i) all costs to complete the Work, in accordance with this Agreement that are in excess of Contract Price; and
 - (ii) indemnification by the Contractor as set out in Section 7.1(a) of Exhibit 1.
- (c) Subject to 7.2(d) of Exhibit 1, the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid

to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "CMO Liability Threshold").

- (d) The CMO Liability Threshold and Section 7.2(c) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.1(b) of Exhibit 1 for which there shall be no limit of liability.

7.3 Force Majeure

- (a) Subject to Section 7.3(b) of Exhibit 1, "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.

- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
 - (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
 - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
 - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this Agreement that it does not perform as a result of a Force Majeure Event.

- (e) For the purposes of clarification and notwithstanding any other provision in this Agreement, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this Agreement.

7.4 Agreement Termination

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this Agreement, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;

- (ii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
 - (iii) if the Parties cannot agree upon a Change Order upon thirty (30) days' written notice being provided to the Contractor.
- (c) If CMO terminates this Agreement as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii) of Exhibit 1, which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this Agreement because of a Legislative Change or pursuant to Section 7.4(b)(iii) of Exhibit 1, then, subject to the other provisions of this Agreement, CMO shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.

7.5 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this Agreement, including Section 7.4 of Exhibit 1, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this Agreement does not relieve the Contractor from any liability remaining under this Agreement.
- (c) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(b) of Exhibit 1.
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any

right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.6 Disputes

- (a) If there is a dispute between CMO and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions with the assistance of the Manager;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CMO and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.7 of Exhibit 1.

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii) of Exhibit 1, disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this Agreement or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this Agreement, nor shall the arbitrator modify or amend any of this Agreement terms.

- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.7(b) of Exhibit 1.
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

8.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

8.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, Equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures

implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of records for Blue Box Material picked up by CMO under this Agreement on request within two (2) Business Days of the request by CMO or the Manager.
- (c) All records related to this Agreement, including the Records, shall be maintained, and access granted pursuant to this Section 8.5 of Exhibit 1, throughout the term of this Agreement and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this Agreement:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in connection with this Agreement. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
 - (iv) "All risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed and the Equipment contained

therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.

- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;
 - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
 - (iii) Policies for the above must be kept continuous throughout the term of this Agreement. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to Agreement

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing.

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the

Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.

- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this Agreement is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this Agreement;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
 - (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement ("Change Order") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the

Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.

- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor's Proposed Change in the Work:
- (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor's proposed change in Work;
 - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
- A change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and

- The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
- (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
- (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

8.9 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

8.11 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this Agreement. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and

- (iv) be responsible for any breach of this Agreement by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this Agreement, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this Agreement.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.11 of Exhibit 1 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11 of Exhibit 1 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.12 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.13 Survival

All provisions of this Agreement which expressly or by their nature survive the expiry or termination of this Agreement shall survive the expiry or termination of this Agreement, including the following: Section 7.1 (Responsibility for Damages/Indemnification), Section 7.2 (Limited Liabilities), Section 7.4 (Agreement Termination) and Section 8.11 (Confidentiality Covenant), all of Exhibit 1.

8.14 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

8.15 Revisions to this Agreement

Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.16 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.



8.17 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Director, Supply Chain Services

Email: operations@circularmaterials.ca

With a copy to Manager:

RLG Systems Canada Inc.
175 Bloor Street East, 9th Floor, South Tower
Toronto, ON M4W 3R8
Attention: Catherine McCausland

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Township of McKellar
701 Highway 124
McKellar, ON P0G 1C0
Attention: Karlee Britton

Email: DeputyClerk@mckellar.ca



EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Township of McKellar		13 Lees' Road	McKellar	P2A 0B5	<p>Summer from APR.15. - SEPT.15. Monday 9am to 4pm, Wednesday 9am to 7pm, Saturday 9am to 4pm, Sunday 9am to 7pm</p> <p>Stat Hol. - Open Holiday Mons Winter from SEPT.16 - APR.14. Monday, Wednesday, Saturday and Sunday 9am to 4pm</p> <p>Statutory Holidays = Closed Family Day, Easter Monday, Christmas Day, Boxing Day, New Years Day</p>	<p>Summer: Mon = 7 hrs, Tues = 0hrs, Wed = 10 hrs, Thurs = 0 hrs, Fri = 0 hrs, Sat = 7 hrs, & Sun = 10 hrs</p> <p>Winter: Mon = 7 hrs, Tues = 0 hrs, Wed = 7 hrs, Thurs = 0 hrs, Fri = 0 hrs, Sat = 7 hrs, & Sun = 7 hrs</p>

***NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**



EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code
The Corporation of the Township of McKellar	None			

***NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1
Paper/Fibres	Newsprint	yes
	Magazines and Catalogues	yes
	Telephone Books	yes
	Household Fine Paper	yes
	Other Printed Paper	yes
	Corrugated Cardboard	yes
	Boxboard	yes
	Gable Top Cartons	yes
	Paper Laminates	yes
	Aseptic Containers	yes
Aluminum	Aluminum food or beverage cans	yes
	Aluminum Foil & Trays	yes
	Other Aluminum Packaging & Foil	yes
Plastics	PET Bottles (#1)	yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers	yes
	HDPE Containers (#2)	yes
	Tubs & Lids (#2, #4 & #5)	yes
	Other Bottles & Containers (#3, #5, #7)	yes
	Plastic film (LDPE/HDPE) (#2, #4)	no
	Plastic Laminates	no
	Polystyrene Foam (#6)	no
	Polystyrene Crystal (#6)	no
Steel	Steel Food and Beverage Cans	yes
	Steel Aerosols	no
	Steel Paint Cans	no
Glass	Flint/Clear Glass	yes
	Coloured Glass	yes

***NOTE: CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**



EXHIBIT 5: SERVICE COMMENCEMENT DATES

The table included below lists the Eligible Community Service Commencement Date when services, forming the Work described by this Agreement are to commence in each Eligible Community.

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of McKellar	2024-07-01

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 1,672 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

- (b) Residential Depot Operation Costs; less
- (c) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$ 2,201 per month, as adjusted in accordance with this Agreement, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$200 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority.

The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority in its 2020 Datacall. Notwithstanding any other provision in the Agreement, the Residential Depot Operation Costs shall not be increased, and the Contractor shall not receive any additional compensation, if there is an increase in such administration factor.

1.10 Total Residential Depot Operation Costs Adjustment

- (a) The Residential Depot Operation Costs for each calendar month of the Agreement Term shall be determined as follows:

Residential Depot Operation Costs = Base Residential Depot Operation Costs + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “**Base Residential Depot Operation Costs**” is the Residential Depot Operation Costs at the Agreement Eligible Community Service Commencement Date as set out in Section 1.1.
- (c) The “**Non-Fuel Price Component**” is 100% of the Base Residential Depot Operation Costs.
- (d) For the first calendar month immediately following the first annual anniversary of the Agreement Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “Non-Fuel Price Component Adjustment” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Agreement Eligible Community Service Commencement Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Operation Costs, for such calendar month and for each of the subsequent eleven (11) calendar months.

1.11 Total Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:
- (b) Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.
- (c) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.1 of Exhibit 6.
- (d) The “**CM Fuel Price Component**” is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) The “**CPI Component**” is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (f) For each calendar month during the Agreement Term, the “CM Fuel Price Component Adjustment” shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“**CM Diesel Fuel Index**”), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.
- (g) In the month of April of each calendar year during the Agreement Term, the “CPI Component Adjustment” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.12 CPI Index

For the purposes of this Agreement, “**CPI Index**” means the Consumer Price Index (All items), monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).

1.13 Changes to Indices

If the applicable publisher materially changes, discontinues or replaces the CPI Index, the CPI Index shall be subject to revisions as agreed by the Parties.



If the applicable publisher materially changes, discontinues or replaces the CM Diesel Fuel Index, CMO, in its discretion, shall choose an index to replace the CM Diesel Fuel Index.

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-26

Being a By-law to Enter into a Purchase and Sale Agreement with Cogeco Connexion Inc. for the Purchase of The Communication Tower Identified as the "McKellar Site", Located at 3 Sharon Park Drive, McKellar, ON P0G 1C0 (Latitude 45.511774, Longitude -79.924013)

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

WHEREAS pursuant to Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by by-law; and

WHEREAS it is deemed expedient that the Township of McKellar enter into a Purchase and Sale Agreement with Cogeco Connexion Inc. respecting the purchase of the Communication Tower Identified as the "McKellar Site", Located at 3 Sharon Park Drive, McKellar, ON P0G 1C0 Latitude 45.511774, Longitude -79.924013; and

WHEREAS such a Purchase and Sale Agreement is required to set out the terms and conditions of the sale;

NOW THEREFORE the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. **THAT** the Mayor and Clerk/Administrator be authorized to execute the Purchase and Sale Agreement attached hereto as 'Schedule A' and forming a part of this by-law with Cogeco Connexion Inc.
2. **THAT** a copy of said Agreement shall remain attached to and form part of this by-law marked as Schedule A.
3. **THAT** this by-law shall come into effect upon the passing thereof.

READ a FIRST and SECOND time this 2nd day of April, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

READ a THIRD time and **PASSED** in **OPEN COUNCIL** this 2nd day of April, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

SALE/PURCHASE AGREEMENT

This Sale/Purchase Agreement (the “**Agreement**”) is made effective as of the 3rd day of March 2024 (the “**Effective Date**”).

By and Between:

TOWNSHIP OF MCKELLAR, a Municipal Corporation legally constituted under Part III of the Ontario Corporations Act, having its head office at 701 Highway 124 McKellar, ON P0G 1C0 duly represented by David Moorem Mayor and Ina Watkinson, Clerk/Administrator;

Hereinafter called the “**Purchaser**”;

AND

COGECO CONNEXION INC., a legally constituted corporation under the *Canada Business Corporations Act*, having its head office at 1, Place Ville-Marie, office 3301, Montreal, province of Quebec, H3B 3N2, Canada, duly represented by Jacques Royer, Vice President Finance;

Hereinafter called the “**Vendor**” and collectively with the Purchaser, the “**Parties**”;

WHEREAS since on or about October 2022, Vendor has been granted permission and authority by Purchaser (the “**Permission**”) to maintain a self-support tower and two satellite dishes (all such assets together referred to as the “**Equipment**”) on the Purchaser’s municipal property located at 3 Sharon Park Drive McKellar, ON P0G 1C0 (the “**Site**”);

WHEREAS such Permission by Purchaser to maintain the Equipment on the Site was never formally documented through a signed written lease agreement;

WHEREAS in consideration for the Permission mentioned above, Vendor was to pay Purchaser an amount of one thousand dollars (1000.00CAD) annually (the “**Rent**”);

WHEREAS in exchange for the payment by Vendor of an amount equivalent to the amount of Rent which was to be paid by Vendor under the Permission as more fully detailed below, Purchaser has agreed to purchase from the Vendor the Purchased Assets listed below without any warranty at the Purchaser’s risk and peril.

NOW THEREFORE, THE PARTIES agree as follow:

OBJECT OF THE CONTRACT

The Vendor sells to the Purchaser the Purchased Assets described hereinbelow:

PURCHASED ASSETS

The assets purchased by Purchaser from Vendor are the following (the “**Purchased Assets**”):

The Equipment further described below as well as any and all other Vendor’s equipment or assets located on the Site:

- a) The communication tower identified as the “McKellar Site”, site code O-MCSH, located at 3 Sharon Park Drive, McKellar, ON P0G 1C0, Latitude 45.511774, Longitude -79.924013;

Purchaser acknowledges that Vendor is not the owner of the 10ft x 10ft building located on the Property and as such, such shelter is not included in the Purchased Assets.

WARRANTY

This sale of the Purchased Assets is made without any warranty at the Purchaser’s risk and peril. The sale of the Purchased Assets shall be “as is” without any representations or warranties of any kind whatsoever, expressed or implied to the Purchaser as to the value, condition or fitness of the Purchased Assets, environmental or otherwise, or any part thereof or improvements thereon. Purchaser warrants and represents that it has satisfied himself as to the location and condition of the Purchased Assets and all descriptions with respect thereto or that he has had the opportunity to do so.

Without limiting the generality of the above, as of the Effective Date of this Agreement, Purchaser shall assume all liability for any future decommissioning costs.

OWNERSHIP

The Purchaser shall be the owner of the Purchased Assets as of the Effective Date.

OBLIGATIONS

The purchaser undertakes to:

1. Take the Purchased Assets in their present condition, declaring having seen and examined same to its satisfaction and having verified itself with the relevant authorities that the use it intends to make of the Purchased Assets complies with the laws and regulations in force.

PRICE

This sale is made for the price of **ONE CANADIAN DOLLARS (1.00CAD)** that the Vendor acknowledges to have received from the Purchaser **before this day, whereof full and final acquittance.**

PAYMENT OF RENT & RELEASE

The Vendor shall pay to the Purchaser the amount of one thousand four hundred sixteen dollars and sixty-six cents (1416.66CAD) equivalent to the amount of Rent which was to be paid by Vendor under the Permission within sixty (60) days of receipt of an invoice from Purchaser detailing such amounts, plus any applicable taxes. Such payment of Rent by the Vendor shall release Vendor from any and all action, cause of action, or claim for damages that has been sustained as at the Effective Date hereof or that may be sustained thereafter, as a result of the Permission and the Permission shall be deemed terminated as of the Effective Date.

SPECIAL REQUEST

The parties hereto declare that the present Agreement has been drawn up in the English language at their express request;

Les Parties aux présentes déclarent avoir requis expressément que ce contrat soit rédigé en anglais.

DECLARATION OF THE PARTIES CONCERNING THE GOODS AND SERVICES TAX (GST) AND THE QUEBEC SALES TAX (QST)

The Vendor declared that the Purchased Assets were not, immediately before the signing hereof, capital property of the Vendor used primarily in his business, that the sale is not being made in the course of his business, and that he has not filed and undertakes not to file an election in the form prescribed in subparagraph 9(2)(b)(ii), Part I of Schedule V of the *Excise Tax Act*, and section 102, par. 2(b), of the *Act respecting the Québec Sales Tax*.

Accordingly, this sale is exempt from GST and QST under the *Excise Tax Act* and the *Act respecting the Québec Sales Tax*.

IN WITNESS HEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

TOWNSHIP OF MCKELLAR

By:
Title :
Date :

COGECO CONNEXION INC.

By:
Title :
Date :



22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
		Deerfield-Bay Road Upgrades	Public Works & Clerk's Dept.	All information provided by the Engineer will be presented to the representative for the Association in Spring 2024.
Sept. 13/22	22-353	Agreement with Cogeco Cable	Deputy Clerk	By-law for Purchase & Sale Agreement presented at the April 2, 2024 meeting.
Mar. 7/23	23-204	By-law 2023-23 Being a By-law to Regulate Dogs in the Township	By-law Enforcement Officer	By-law deferred at Dec. 19/23 meeting. BLEO to make updates and present to Council at a future meeting.
May 16/23	23-352	Volunteer Waiver	Clerk's Dept./ Municipal Solicitor	Currently being reviewed by the Twp's Solicitor after comments received by the Twp's insurance company.
Jul. 4/23	23-470	Re-name Hart Road (formerly Fire Route 306)	Clerk's Dept.	Residents on road have been contacted, they are coming up with another name.
Nov. 21/23	23-726	Placement of a Dry Hydrant	Fire Chief / Director of Operations	The FC & Director of Operations are discussing a suitable location. A report to Council with a new location to follow.
Jan. 9/24	24-013	Purchase and Circulation of Transfer Station Permits	Deputy Clerk	In-house proof to be circulated to Council for approval.
Jan. 9/24	24-017	By-law 2024-03 Adopt a Human Resources Policy	Deputy Clerk	To be discussed at the April 2, 2024 Meeting in Closed Session.
Jan. 9/24	24-021	By-law 2024-07 to Set Tax Ratios for the Year 2024	Treasurer	By-law deferred until budget discussions are under way.
Jan. 23/24	24-047	Burn Permits	Fire Chief	A Committee of the Whole Meeting is scheduled for April 16 th and will be advertised in advance so that the public can voice their opinion.
Feb. 7/24	24-080	By-law 2024-15 Being a By-law to Amend the Parking By-law (with respect to fees)	By-law Enforcement Officer	Report to Council with area Municipality fees.
Mar. 1/24	24-107	Quotations for Playground Equipment for Broadbent Ball Park	Director of Operations	
Mar. 1/24	24-108	Road Studies for Stoney Road, Dockside Drive, Bruce Trail, Moffat Road and Lakeshore Boat Ramp.	Director of Operations	Consultant contacted, awaiting a quotation.
Mar. 1/24	24-111	JL Richards provide a Report to Council on Severing Township Property.	JLR / Planning Assistant	
Mar. 5/24	24-127	Depot Operations Agreement with Circular Materials Ontario	Deputy Clerk	By-law presented at the April 2 nd meeting.



March, 14 2024

In This Issue

- Application for the PJ Marshall Awards is open.
- Information to assist Municipalities in flood preparedness.
- Consultation on *Ontario Energy Board Act* changes
- Consultation on *Northern Services Boards Act*.
- Consultation on *Seniors Active Living Centres Act*.
- Nominations open for Lieutenant Governor's Award.
- Consultation: Rural Economic Development Strategy.
- Land use planning framework for energy project siting.
- Applications open: My Main Street Fund.
- Applications open: Rural Transit Solutions Fund.
- Consultation: 2025 National Construction Codes.
- AMO Conference - Early Bird Rate closes March 18.
- OSUM 2024 Conference - Program release.
- Cyber Security Education for Municipal Councilors - NEW registration rate.
- What is digital accessibility and why does it matter?
- Advanced Councillor Training Series to Revitalize Your Leadership.
- Managing Communications through Uncomfortable Times - Limited space.
- Anti-Semitism and Anti-Islamophobia: Spring workshops.
- Indigenous Community Awareness training.
- Land Use Planning - Foundations and Deeper Dive workshops.
- Strategies for Navigating Conflict Relationships for Strong Council Outcomes.
- LAS webinar: LiDAR, Imagery, and AI for a High-Tech Future.
- LAS consulting service for municipal energy reporting.
- City of Elliot Lake named finalist in Top 4 Community Kraft Hockeyville!
- Invasive Species Action Fund.
- Ontario Age-Friendly Communities 2024 Conference.
- Future of Aging Summit: May 15-17.
- Careers: City of Vaughan and Peel Regional Police.

AMO Matters

The Peter J. Marshall Municipal Innovation Award celebrates municipal governments in Ontario that implement new and innovative ways to make public services, facilities, and infrastructure better for Ontarians. View full details [here](#).

Provincial Matters

As Ontario flood season arrives, MNRF has circulated a [fact sheet](#) with [roles and responsibilities](#) to assist municipalities in flood preparedness (French versions [1](#) & [2](#)). Information is also available [online](#).

The Ministry of Energy is considering [changes to the Ontario Energy Board Act](#) that would require broader consultation by the OEB (including with municipalities) and increase the leave to consult threshold. Submissions due by April 7.

MNDM is exploring changes to the [Northern Services Boards Act](#) (NSBA) to modernize provisions across various governance areas of Local Service Boards. The deadline for comments is March 19, 2024.

MSAA is [proposing a new regulation](#) that would prescribe entities that could contribute towards a Seniors Active Living Centre program's operational cost. The deadline for comments is March 22, 2024.

Nominations are open for the Lieutenant Governor's Medal of Distinction in Public Administration, Ontario's highest honour for public service. [Nominate someone](#) from your municipality by April 30.

The province is conducting a [survey](#) to inform the creation of a Rural Economic Development Strategy. Share your ideas on how the province can support rural communities plan for economic success.

On February 22, the IESO hosted a webinar with MMAH and OMAFRA providing an overview of the current land use planning policies in place to guide the siting of energy projects in prime agricultural areas. A [recording of the session is available](#).

Federal Matters

The Federal Economic Development Agency for Southern Ontario and the Canadian Urban Institute are offering [two streams of funding](#) for initiatives to support main streets in southern Ontario. Apply by March 31.

Infrastructure Canada is now accepting applications for the Planning and Design Projects Stream of the Rural Transit Solutions Fund (up to \$50,000). Visit their [website](#) for more information.

The Canadian Board for Harmonized Construction Codes is [consulting on proposed changes](#) for the 2025 national codes. Feedback collected will also serve as [consultation for Ontario's 2026/27 Building Code](#). Submissions due April 14.

Education Opportunities

[Register for the AMO 2024 Conference](#) by March 18 to access the early bird registration rates.

Join your small urban colleagues in Orillia May 1 - 3 in discussion, examination and advocacy on matters unique to your communities and to hear provincial leaders. [View the full program](#) and [register today](#).

Designed for elected officials, this workshop will provide insight and information to better understand the landscape and critical decisions to preventing, preparing for, and responding to cybersecurity incidents. [Register for the March 20](#) workshop.

[Join our Barrier-free Website Builder service partner](#) for a 3-part webinar series that will introduce digital accessibility, the principles and standards governing accessibility, and more.

As an elected municipal official we know the pressure you deal with is real and we are here to support you. AMO has developed Advanced Councillor Training in 3 sessions focused on core elements of leadership. Register for the [March 22 Session 1 workshop](#), [May 29 Session 2 workshop](#), and the [October 2 Session 3 workshop](#).

The Managing Communications through Uncomfortable Times interactive, one-day course will teach participants how to manage all aspects of crisis communications during an emergency or large-scale event. Claim your space for the [March 27 workshop](#).

The goal of achieving your council's priorities and strategic objectives require understanding, good communication and finding ways to compromise. AMO's Navigating Conflict for Elected Officials is an

invaluable resource for AMO members and your councils. This series of two workshops are open for registration: [NCR 1.0 June 26 - 27](#) and for those who have completed NCR 1.0 [April 9 - 10 NCR 2.0](#) register today.

These informative workshops provide you invaluable insight on the historical and contemporary roots of anti-semitism and anti-islamophobia, how to address these and how to build relationships and allyships. Register for the [April 24 antisemitism](#) and [May 15 anti-islamophobia](#) workshop today.

OFIFC and AMO are offering training to build indigenous cultural competency in municipal government. Through a self-paced learning module and live virtual component, this training will provide knowledge and tools to utilize in moving improved and stronger Indigenous-municipal relations forward in Ontario. [Register today for the April 2](#) workshop.

AMO's planning training supports its members in two important ways: [April 17 Foundations in Planning](#) builds foundational knowledge and insight into planning legislation and municipal requirements and roles and the [April 18 Advanced Land Use Planning - A Deeper Dive](#) training works through case studies and lessons learned to build your strategic management and decision making on local planning issues.

LAS

Discover the potential of LiDAR, imagery, and AI in supercharging your asset management initiatives, regardless of community size. Join Streetscan on March 20 at 10am to learn new developments in the [LAS Road & Sidewalk Assessment Service](#). [Register here](#).

With the [July 1, 2024 energy reporting](#) deadline less than 5 months away, it's time to update your 5-year Conservation Plan. LAS is here to help with a limited time energy consulting service. Get started today - [contact us](#) for more information.

Municipal Wire*

Elliot Lake was named as a Top 4 Finalist for Kraft Hockeyville, the only Ontario community to be in this year's contest and they are looking for all of Ontario's support for votes! On March 29 and 30, please visit [Kraft Hockeyville](#) and vote for Elliot Lake. There is no limit to how many votes you can cast so don't miss your chance to vote!

The Invasive Species Centre with support from Ontario's Ministry of Natural Resources and Forestry opens the [Invasive Species Action Fund](#) intake. The fund assists municipalities in combating priority species. Apply by April 11.

[Register](#) for the "[Building Healthy Communities: Uniting Experience, Research, and Practice for Ontario's Age-Friendly Future](#)" virtual conference. The free conference is organized into three themed morning sessions on March 20-22.

The Future of Aging Summit in Toronto from May 15-17 will bring together policymakers and others focused on building age-friendly societies. See the speaker lineup and register at [agingsummit.ca](#).

Careers

[Specialist, Enterprise Data and Information Governance - City of Vaughan](#). Closing date: March 22.

[Executive Assistant - Peel Regional Police](#). Closing date: March 24.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports

strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watchfile](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#)

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)



AMO Watchfile



March, 21 2024

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- Information to assist Municipalities in flood preparedness.
- Consultation on *Ontario Energy Board Act* changes
- Consultation on *Seniors Active Living Centres Act*.
- Consultation on Rural Economic Development Strategy.
- Nominations open for Lieutenant Governor's Award.
- Canada Mortgage and Housing Corporation (CMHC) data.
- Applications open: My Main Street Fund.
- Applications open: Rural Transit Solutions Fund.
- Consultation: 2025 National Construction Codes.
- Disability inclusion workshop and discussion: Beyond AODA compliance.
- Managing Communications through Uncomfortable Times - Limited space.
- Strategies for Navigating Conflict Relationships for Strong Council Outcomes.
- Land Use Planning - Foundations and Deeper Dive workshops.
- Anti-Semitism and Anti-Islamophobia: Spring workshops.
- Advanced Councillor Training Series to Revitalize Your Leadership.
- Municipal Codes of Conduct Workshop: Essential to Good Governance.
- OSUM 2024 Conference - Register today.
- Blog: How AI is changing cybersecurity and impacting accessibility.
- Using the Energy Planning Tool to its fullest.
- Book your 2024 road and sidewalk inspections now.
- Invasive Species Action Fund.
- Energy procurements webinar for elected officials
- Future of Aging Summit: May 15-17.
- Careers.

Provincial Matters

Regulatory changes under the Conservation Authorities Act to support streamlined, timely and consistent conservation authority permitting decisions and ensure permit decisions are focused on natural hazard considerations will [come into effect April 1](#).

As Ontario flood season arrives, MNRF has circulated a [fact sheet](#) with [roles and responsibilities](#) to assist municipalities in flood preparedness (French versions [1](#) & [2](#)). Information is also available [online](#).

The Ministry of Energy is considering [changes to the Ontario Energy Board Act](#) that would require broader consultation by the OEB (including with municipalities) and increase the leave to consult threshold. Submissions due by April 7.

MSAA is [proposing a new regulation](#) that would prescribe entities that could contribute towards a Seniors Active Living Centre program's operational cost. The deadline for comments is March 22, 2024.

The province is conducting a [survey](#) to inform the creation of a Rural Economic Development Strategy.

Share your ideas on how the province can support rural communities plan for economic success.

Nominations are open for the Lieutenant Governor's Medal of Distinction in Public Administration, Ontario's highest honour for public service. [Nominate someone](#) from your municipality by April 30.

Federal Matters

CMHC developed housing data [Qs and As](#) for Ontario municipalities, to address questions following their recent webinar. The webinar deck is [here](#), which the Qs and As reference.

The Federal Economic Development Agency for Southern Ontario and the Canadian Urban Institute are offering [two streams of funding](#) for initiatives to support main streets in southern Ontario. Apply by March 31.

Infrastructure Canada is now accepting applications for the Planning and Design Projects Stream of the Rural Transit Solutions Fund (up to \$50,000). Visit their [website](#) for more information.

The Canadian Board for Harmonized Construction Codes is [consulting on proposed changes](#) for the 2025 national codes. Feedback collected will also serve as [consultation for Ontario's 2026/27 Building Code](#). Submissions due April 14.

Education Opportunities

Participants will leave this workshop with a greater depth of knowledge and understanding of building accessible and inclusive communities as an elected official. Register for the [March 25 Disability Inclusion Workshop](#).

The [Managing Communications through Uncomfortable Times](#) interactive will teach participants how to manage all aspects of crisis communications during an emergency or large-scale event. Book your seat today for this interactive and exclusive workshop. Space is limited (only 8 spots remain).

AMO's Navigating Conflict for Elected Officials is an invaluable resource for AMO members and your councils. Hone your skills at the [June 26 - 27 Navigating Conflict workshop](#). If you have completed this training already, take your skills to the next level at the [April 9 - 10 Advanced Strategies to Navigating Conflict workshop](#).

AMO's is offering two education opportunities focused on planning issues and strategies: [April 17 Foundations in Planning workshop](#) builds foundational knowledge and insight into planning legislation and municipal requirements and roles and the [April 18 Advanced Land Use Planning workshop](#) works through case studies and lessons learned to build your strategic management and decision making on local planning issues.

Register for the [April 24 antisemitism workshop](#) and the [May 15 anti-islamophobia workshop](#) and don't miss this limited opportunity. These informative workshops provide you invaluable insight on the historical and contemporary roots of antisemitism and anti-islamophobia, how to address these and how to build relationships and allyships.

As an elected municipal official we know the pressure you deal with is real and we are here to support you. AMO has developed Advanced Councillor Training in 3 sessions focused on core elements of leadership. Register for the [May 8 Session 1 workshop](#), [May 29 Session 2 workshop](#), and the [October 2 Session 3 workshop](#).

As AMO and municipalities await provincial direction, your Association has developed a course that helps and guides municipal leaders in the development, communication, adherence, and issues management of codes of conducts. [Register for the April 25 Code of Conduct workshop](#) today

Join your small urban colleagues in Orillia May 1 - 3 in discussion, examination and advocacy on matters unique to your communities and to hear provincial leaders. [View the full program](#) and [register today](#).

LAS

The effect of Artificial Intelligence is being felt across industries and sectors. Our [latest blog](#) focuses on its impact on cybersecurity - especially as it pertains to government.

The LAS Energy Planning Tool is your 3-in-1 resource for all your energy reporting needs: 1) commodity database, 2) project tracking, and 3) CDM plan generation. Watch [this video](#) to see how it works, then contact ept@las.on.ca to get started.

Beat the summer rush and get your road and sidewalk inspections in the queue. The [LAS Road & Sidewalk Assessment Service](#) provides accurate data resulting in better management decisions for your community. [Contact Tanner](#) for a free quote

Municipal Wire*

The Invasive Species Centre with support from Ontario's Ministry of Natural Resources and Forestry opens the [Invasive Species Action Fund](#) intake. The fund assists municipalities in combating priority species. Apply by April 11.

The Independent Energy Systems Operator (IESO) is hosting an [information session](#) with multiple provincial ministries on March 26 at 1:00 PM. The session will address project siting, land use planning approvals, and environmental assessments.

The Future of Aging Summit in Toronto from May 15-17 will bring together policymakers and others focused on building age-friendly societies. See the speaker lineup and register at agingsummit.ca.

Careers

[Tenant Services Coordinator - County of Simcoe](#). Closing date: March 28.

[Senior Economic Development Officer - County of Simcoe](#). Closing date: March 29.

[Chief Administrative Officer - Township of Muskoka Lakes](#). Closing date: April 12.

[Manager - Diversity and Inclusion - Peel Regional Police](#). Closing date: April 1.

[Manager of Tenant Services - City of Greater Sudbury](#). Closing date: April 4.

[Director of Ontario Works - County of Wellington](#). Closing date: April 5.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watchfile](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#)

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)



NEWS RELEASE

For immediate release: March 19, 2024

North Bay Parry Sound District Health Unit and Renfrew County and District Health Unit Not Moving Forward with Merger

NORTH BAY, ON - Today, the Boards of Health for the Renfrew County and District Health Unit and the North Bay Parry Sound District Health Unit announced they would not seek provincial approval and funding to voluntarily merge.

In August 2023, the Ontario Ministry of Health [announced plans to strengthen the public health sector](#) by offering one-time funding, resources, and supports to local public health units that decide to voluntarily merge by January 1, 2025. Proposing a potential merger to the Ministry of Health requires agreement from both Boards of Health.

Renfrew County and District Health Unit and the North Bay Parry Sound District Health Unit participated in a merger feasibility study funded by the Ministry of Health. The study looked at the pros and cons of the two health units merging, including the ability to deliver public health programs and services to all communities within the new proposed catchment area.

“Although our Board voted unanimously to merge with Renfrew County and District Health Unit during our meeting on March 11, we understand Renfrew’s decision to not merge with us,” explains Rick Champagne, Board Chair of the North Bay Parry Sound District Health Unit. “We will re-evaluate and consult with the Ministry of Health whether it is feasible to pursue further discussions at this time.”

Though the Health Unit is not moving forward with the voluntary merger, we will continue to look for innovative and evidence-based ways to provide quality public health service in our district.

-30-

Media Inquiries:

Alex McDermid, Public Relations Specialist

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March 22nd, 2024

The Honourable Lisa Thompson
Ministry of Agriculture, Food and Rural Affairs
11th Floor
77 Grenville St.
Toronto, ON M5S 1B3

RE: Township of Adelaide Metcalfe – Request to Increase Tile Drain Loan Limit

Dear Minister Thompson,

On March 18, 2024, the Township of Adelaide Metcalfe Council approved the following resolution:

WHEREAS farm drainage is of paramount importance in Ontario due to its significant impact on agricultural productivity and sustainability. Effective drainage systems help mitigate waterlogging, control soil moisture levels, and enhance soil structure, thereby optimizing growing conditions for crops;

WHEREAS improved drainage also facilitates timely field operations, reduces erosion, and minimizes nutrient runoff, contributing to environmental conservation efforts;

WHEREAS Ontario's diverse agricultural landscape, where weather variability is common, well-maintained drainage systems play a crucial role in ensuring stable yields, economic viability, and long-term resilience for farmers across the Province;

WHEREAS the Tile Loan Drainage Act, R.S.O 1990, c. T.8 allows for the borrowing of money for the purpose of constructing drainage works;

WHEREAS the maximum annual limit for these loans, unchanged since 2004, is currently set at \$50,000.

WHEREAS costs for Tile Drainage has increased markedly since 2004;

NOW THEREFORE the Council of the Township of Adelaide Metcalfe requests that the Province through the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) consider increasing the maximum annual Tile Loan limit to a minimum of \$100,000.

AND THAT this resolution be circulated the Honourable Lisa Thompson – Ministry of Agriculture, Food and Rural Affairs (OMAFRA), the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), and all Ontario municipalities.

Your consideration of Council's request is appreciated.

Kind regards,

A handwritten signature in black ink, appearing to be 'MB', with a long horizontal line extending to the right.

Michael Barnier
Clerk & Manager of Legislative Services
Township of Adelaide Metcalfe
mbarnier@adelaidemetcalfe.on.ca

Cc: Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)
All Ontario Municipalities



Dear Mayor Moore,

Canada is facing a crisis of Intimate Partner Violence (IPV) with more than 4 in 10 women having experienced it in their lifetime. This epidemic cuts across all demographics but is especially harmful to Indigenous women who are twice as likely to experience violence from their current or former partners.

The Moose Hide Campaign is an Indigenous-led grassroots movement that allows people to take steps towards reconciliation and eliminate IPV in Canada.

Wearing the free gift of Indigenous medicine - the moose hide pin - is a way to show your solidarity with victims and to make a commitment to honour and protect the women in your life.

All levels of government are choosing to embrace the Moose Hide Campaign. Last year, mayors across Canada took part in the Campaign by sharing videos of support and making proclamations - including Ottawa Mayor Mark Sutcliffe, Edmonton Mayor Amarjeet Sohi, Halifax Mayor Mike Savage, and many more.

HOW YOU CAN SUPPORT: We are honoured to invite you to support the Moose Hide Campaign, raise your voice to end gender-based violence and help foster positive change in your community. Here are some ways you can take part:

- **Participate in the Mayoral Social Media Challenge:** [Post a video on social media](#) between May 1 and May 16, showing your support for the Campaign, wearing a moose hide pin and challenging another mayor in Canada to participate. *Respond to this email if you would like a script and moose hide pins sent to you.*
- **Make a Proclamation:** [Proclaim May 16, 2024](#) to be Moose Hide Campaign Day in your community to coincide with our Canada-wide day of ceremony.
- **Order Moose Hide pins:** [Order moose hide pins](#) to wear and share with Council and Staff.

Now, more than ever, Canadians and Indigenous people need their leaders to stand together and state unequivocally that violence against women and children has no place in our societies. Your participation in Moose Hide Campaign Day is an opportunity to contribute to our collective healing journey.

Please let us know you if can participate and we will send you supporting materials.

Thank you for your support and leadership.

Sincerely,

Raven Lacerte
National Ambassador and
Co-Founder

David Stevenson
Chief Executive Officer

Town of Whitby
575 Rossland Road East,
Whitby, ON L1N 2M8
905.430.4300
whitby.ca



March 25, 2024

Via Email:

Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

Re: Memorandum from H. Ellis, Council and Committee Coordinator, dated February 2, 2024 re: Whitby Sustainability Advisory Committee Request that Council Support the Ontario Energy Board's Decision to end the Gas Pipeline Subsidy

Please be advised that at its meeting held on March 18, 2024, the Council of the Town of Whitby adopted the following as Resolution # 50-24:

Whereas residents are struggling with energy bill increases and need relief; and,

Whereas natural gas is no longer the cheapest way to heat homes because electric heat pumps are now much more efficient, can provide all heating needs even in cold climates, and result in far lower energy bills compared to gas heating; and,

Whereas natural gas is methane gas, which is a fossil fuel that causes approximately one-third of Ontario's GHG emissions, and must be phased out because it is inconsistent with all climate targets, while heat pumps result in the lowest GHG emissions and are consistent with a zero-carbon future; and,

Whereas the Ontario Energy Board (OEB) decided to end a subsidy for methane gas pipelines to be built in new construction developments, effective 2025, finding that this would lower energy bills for existing gas customers and improve affordability for new homebuyers, but this decision is at risk of being overturned by the provincial government; and,

Whereas the OEB decision will help lower energy bills and encourage heating systems that are consistent with climate targets and plans; and,

Whereas the construction of new methane gas pipelines, which have 60-year lifetimes, should not be subsidized because they are inconsistent with the Town's climate targets and will result in higher carbon emissions, higher energy bills, higher future decarbonization retrofit costs to phase out fossil fuel heating, and a

continued financial drain as dollars leave the province to pay for fossil fuels extracted in other jurisdictions.

Now therefore, be it resolved:

1. That the Town of Whitby expresses its support for the decision of the Ontario Energy Board to end the gas pipeline subsidy and ask the Ontario Government to allow the decision to stand; and,
2. That this resolution be circulated to Premier Doug Ford; the Minister of Energy, Todd Smith; the Minister of Finance, Peter Bethlenfalvy; the Minister of Municipal Affairs and Housing, Paul Calandra; the Associate Minister of Housing, Rob Flack; President of AMO, Colin Best, the Region of Durham, and all local Ontario municipalities requesting support of the proposed changes.

Should you require further information, please do not hesitate to contact Sarah Klein, Director, Strategic Initiatives at 905-430-4338.



Kevin Narraway
Sr. Manager of Legislative Services/Deputy Clerk

Copy: C. Harris, Director, Legislative Services/Town Clerk – clerk@whitby.ca
S. Klein, Director, Strategic Initiatives – kleins@whitby.ca

Honourable Todd Smith, Minister of Energy
Honourable Peter Bethlenfalvy, Minister of Finance
Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Honourable Rob Flack, Associate Minister of Housing
Colin Best, President of the Association of Municipalities of Ontario
A. Harras, Regional Clerk, Regional Municipality of Durham
All Ontario Municipalities



**The Corporation of The Township of The Archipelago
Council Meeting**

Agenda Number: 15.5.

Resolution Number 24-058

Title: Request for Support. Resolution requesting the reestablishment of a combined OGRA & ROMA Annual Conference

Date: Friday, March 22, 2024

Moved by: Councillor Ashley

Seconded by: Councillor Cade Fraser

NOW THEREFORE BE IT RESOLVED that the Township of The Archipelago hereby supports the Town of Petrolia and the Town of Goderich's resolutions calling upon the Rural Ontario Municipal Association (ROMA) and the Ontario Good Roads Association (OGRA) boards to re-establish a combined OGRA and ROMA annual conference; and

FURTHER BE IT RESOLVED that a copy of this resolution be forwarded to Premier Doug Ford, Minister Paul Calandra, Parry Sound Muskoka MPP, Graydon Smith, and surrounding West Parry Sound Municipalities.

Carried



Board Director Vacancy

About

Crime Stoppers is a civilian, non-profit, charitable organization that brings together in a tripartite relationship, the police services of a community, the media and the community in the fight against crime.

Crime Stoppers provides citizens with a vehicle to anonymously supply the police with information about a crime or potential crime of which they have knowledge. Cash rewards are offered to people who call the program, and their information leads to an arrest

The Opportunity

We are seeking a passionate and dynamic individual to join our dedicated team as a Board member. This exceptional opportunity allows you to actively contribute to the governance of our organization while giving back to our community as we work to make it a safer place to live and work. As a Director on the Board, you will attend monthly meetings and participate in the administration of the program's operations. Furthermore, as a member of various committees, you may be called upon to attend additional meetings based on the specific responsibilities of your assigned committee(s).

Director/Member– Board of Directors

The effective management and governance of Near North Crime Stoppers rely on the dedication and conscientiousness of its Directors. Key responsibilities include:

- Uphold the bylaws of the organization, ensuring adherence to established rules and regulations.
- Attend monthly board meetings to actively participate in discussions and decision-making processes.
- Engage in fundraising activities to support the financial stability and growth of Crime Stoppers.
- Represent Crime Stoppers at various community functions, acting as an ambassador for the organization.
- Serve on one or more committees, contributing valuable insights and expertise to committee initiatives.
- Provide advice and assistance in areas of expertise, offering guidance to enhance the organization's effectiveness.
- Serve the organization with integrity, acting in the best interests of Crime Stoppers and the community it serves.

Qualifications

- Be a minimum of 18 years old and **not** be a member of any law enforcement agency.
- Possess an interest or relevant experience in media, accounting, marketing, business, grant writing, fundraising, or legal issues.
- Demonstrate availability for a minimum of 3-5 hours per month, in addition to attending the monthly board meeting.
- Willingness to undergo a comprehensive background check and screening process.

How to apply

Interested candidates may submit a resume and application form to the membership committee and forward to kim@nearnorthcrimestoppers.com . If you have any questions, please do not hesitate to contact us. Please note only those selected for further screening will be contacted. All appointments and memberships are conditional on a completed background investigation.