

CORPORATION OF THE TOWNSHIP OF MCKELLAR

January 23, 2024 – 6:30 p.m.

AGENDA

Topic: Regular Meeting of Council

Time: January 23, 2024 6:30 P.M.

[Closed Session beginning at 6:00 p.m.]

Join Zoom Meeting

<https://us06web.zoom.us/j/82266461102>

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+1 647 374 4685 Canada
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24-033
2024-11

1st Resolution
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 – January 9, 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
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 Parry Sound Area Chamber of Commerce – Annual Municipal Contribution Request
- 11.2 Cogeco – Update on Cogeco’s Network Expansion within the Township

12. COMMITTEE OF THE WHOLE

13. MOTION TO REVIEW A PREVIOUS MOTION

14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)

- 14.1 January 9, 2024 Regular Meeting Minutes

15. PLANNING MATTERS

16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL

17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL

- 17.1 T-2024-01 Tax Arrears Status as of December 31, 2023
- 17.2 Accounts Payable Preliminary Cheque Run for December 2023
- 17.3 Annual Building Department Report for 2023
- 17.4 BYLAW-2024-01 By-law Report September 2023 to December 31, 2023
- 17.5 PLN-2024-01 Annual Planning Activity Review for 2023
- 17.6 PW-2024-01 Depot Operations Agreement – Blue Box Transition July 1, 2024
- 17.7 FD-2024-02 Bunker Gear Purchase
- 17.8 FD-2024-03 Burn Permits

18. MAYOR’S REPORT

19. CORRESPONDENCE FOR CONSIDERATION

20. MOTION AND NOTICE OF MOTION

21. BY-LAWS

- 21.1 By-law 2024-01 Conflict of Interest Policy for all Personnel and Employees
- 21.2 By-law 2024-03 Adopt a Human Resources Policy

22. UNFINISHED BUSINESS

- 22.1 Unfinished Business as of January 23, 2024

23. NEW BUSINESS

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

25. CONSENT AGENDA – CORRESPONDENCE

25.1 The Labour Market Group, November 2023 Job Report and December 2023 Publication

25.2 AMO Watchfiles – January 4, 2024 & January 11, 2024

25.3 The Friends, Winter 2023 Publication

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

27. CONFIRMING BY-LAW

27.1 By-law 2024-12 - Confirming the Proceedings of Council

28. ADJOURNMENT

Instructions for Joining the Council Meeting

1. Please try to sign in between 6:20 to 6:30 if possible; you are still welcome to sign in after 6:30 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: _____ 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: <u>Chris McDonald</u> _____ 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.



Dear McKellar Mayor, Council, and staff,

The Parry Sound Area Chamber of Commerce has been a leader in business supports, consulting, and economic development in the area for over 125 years.

Covering the entire West Parry Sound District, we represent businesses from as far north as Pointe au Baril, as far East as Magnetawan, and as far south as MacTier. We provide a valuable service not only to our members, but to local organizations, not for profits, as well as non members and the general public within the entire area.

As a business resource and consultant, we help match entrepreneurs with funding opportunities, grant programs, professional development seminars and sessions, social media advertising and marketing presence, Group Insurance benefits programs, and networking opportunities and connections, to name a few.

We also work as a liaison between business and government to advocate for issues that our Members may be facing or struggling to work through by themselves.

We have helped address tourism initiatives and opportunities this past year with the resurgence of the Cruise ship industry on Georgian Bay, and are continuing to brainstorm, collaborate, and share ideas collectively with businesses to better tap into this new market.

We successfully helped businesses find staff and even housing for their staff and keep an up-to-date record of what may be available for rent in the area and what properties may be available to lease for any business interested in opening here in the Parry Sound area.

Our Manager of Membership Services offers great resource for individuals that wish to learn better social media and marketing skills, and we even help create campaigns and design layouts for free. We are always more than willing to invite people into our office and work with them 1 on 1 to address problems they may be having taking their business to the next level, pivoting their business to find new customers, or adding to their existing customer base.

As we are a not-for-profit entity ourselves, we rely solely on our Memberships, affinity programs, 2-3 fundraising events per year and municipal contributions to help assist our annual operational costs.

Our Board of Directors is a working board which assists our 2 staff members in our long-term strategic plan of helping our Membership, providing Governance, Advocacy issues and Networking events.

We value our partnerships with the municipalities in our area and even have several council members sit on our advisory board of directors. Our advisory board members provide us with valuable updates,

connections, and resources to their community, are a great asset to our organization to help keep us in the loop with what's happening in their municipality.

As we enter our 126th year in operation, our rebuilding process has seen remarkable growth and reach within our community. We currently have close to 250 active members and over 500 email subscribers.

Our monthly newsletter is a valuable resource to our subscribers. This publication not only showcases upcoming events, but also a wide range of grant opportunities, and funding programs. We also like to recognize new Members and celebrate milestones of our existing Members.

We have seen large growth in social media followers, interactions, feedback, suggestions, and comments. Quite often we are tagged in posts by businesses and even in stories and reels.

We are the voice and many times the face for new businesses as they prepare to launch into the market, and we pride ourselves in helping them reach success and longevity as they build their business.

As you prepare to set your 2024 budget, we ask that you consider a financial contribution of \$1120 to our non-profit organization to help us continue to build a strong business community, support economic development, and help provide outstanding leadership services for our members. I have attached a fairness funding formula sheet to see how we came to the figure in our request.

This contribution, we feel, will help continue to strengthen and grow our business community in 2024.

Thank you so much for your time and consideration and continued support!

Sincerely,

Chris McDonald

Executive Director

Parry Sound Area Chamber of Commerce



Dear McKellar Township Mayor and Council:

Please consider this letter a request to Council to make provision in the 2024 Budget to support the activities of the Parry Sound Area Chamber of Commerce once again.

The Parry Sound Area Chamber of Commerce is the independent, consolidated voice of business for the entire district, and the channel for our collective commercial success. Your support allows us to focus on our mandate to support local businesses through advocacy, education, connections and access to services and benefits, rather than focus on revenue-generating activities.

In the past year we have grown substantially as an organization. Advocacy, membership, and community involvement have been at the forefront of our daily operations. The Chamber has also been forging economic relationships in efforts to attract new business to the area and support them upon establishment in the Parry Sound district.

Our programs and services directly benefit not only the businesses located in your municipality, but in the surrounding municipalities that have a direct impact on your area. We have increased our membership this year, while retaining a high percentage of last year's participants in your municipality. This is a good stride in the confidence that our organization exudes for this municipality, and the surrounding.

It is often difficult for municipalities to determine what level of financial commitment they can justify to organizations. We have a proposal for you to consider that takes into account the level of assessment of each of the seven municipalities as well as the permanent population and the number of chamber members in each respective municipality.

If we take formulae of 1/3, 1/3, 1/3 of the previous mentioned criteria we can achieve proportional funding from each municipality. Total funding request from all seven municipalities is \$21,000. This is just 15% of our annual operating budget. The majority of our operating funds are raised through membership dues, events and commissions. Please see attached proposed funding formula.

Several municipalities have, in past, contributed more than we are asking of them and for that we thank them and if they wish to continue that level of commitment, we will be able to offer more programs and services than we have budgeted for this up coming year. Those municipalities that have not previously met these funding levels may be able to use these fairness formulae to justify additional funds. We are confident that the businesses within your municipality would benefit greatly by your contributions to allow the chamber to continue to be the voice of, and support for, local business in the Parry Sound Area.

We thank you for your past and continued support and look forward to working with you in our 126th year of service to the community.

Sincerely,
Gail Burrows, President

Fairness Funding Formulae

Weighted Assessment

			Amount of Support
Archipelago	2,202,023,319	22%	\$1430.00
Carling	1,092,235,803	11%	\$715.00
McDougall	800,037,732	8%	\$520.00
McKellar	695,662,484	7%	\$455.00
Parry Sound	879,464,630	9%	\$585.00
Seguin	3,629,473,427	37%	\$2405.00
Whitestone	621,623,810	6%	\$390.00

Members

			Amount of Support
Archipelago	6	3%	\$195.00
Carling	11	5%	\$325.00
McDougall	12	5%	\$325.00
McKellar	4	2%	\$130.00
Parry Sound	172	71%	\$4615.00
Seguin	31	13%	\$845.00
Whitestone	2	1%	\$65.00

Permanent Population

			Amount of Support
Archipelago	979	5%	\$325.00
Carling	1491	8%	\$520.00
McDougall	2744	13%	\$845.00
McKellar	1419	7%	\$455.00
Parry Sound	6879	34%	\$2210.00
Seguin	5280	27%	\$1755.00
Whitestone	1075	6%	\$390.00

Using the above formula, the totals for each respective municipality are as follows:

Archipelago	\$2100.00
Carling	\$1680.00
McDougall	\$1820.00
McKellar	\$1120.00
Parry Sound	\$7980.00
Seguin	\$5390.00
Whitestone	\$910.00

For a total of \$21,000



SCHEDULE "E"

Township of McKellar Request for Delegation/Deputation before Council

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PLEASE PRINT

Name of Person to Appear: Mitchell Johnson	
Address: Cogeco Connexion - 950 Syscon Rd, Burlington, ON	
Phone: [REDACTED]	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) Cogeco Connexion	
Meeting Date requested to appear before Council January 23, 2024	
Subject Matter of Deputation: Provide an update to residents and to council on Cogeco's network expansion initiative within the Township of McKellar	
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: <u>Mitchell Johnson</u>	Date: <u>December 15, 2023</u>



SCHEDULE "E" continued

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Cogeco in McKellar

Project Overview

January 2024



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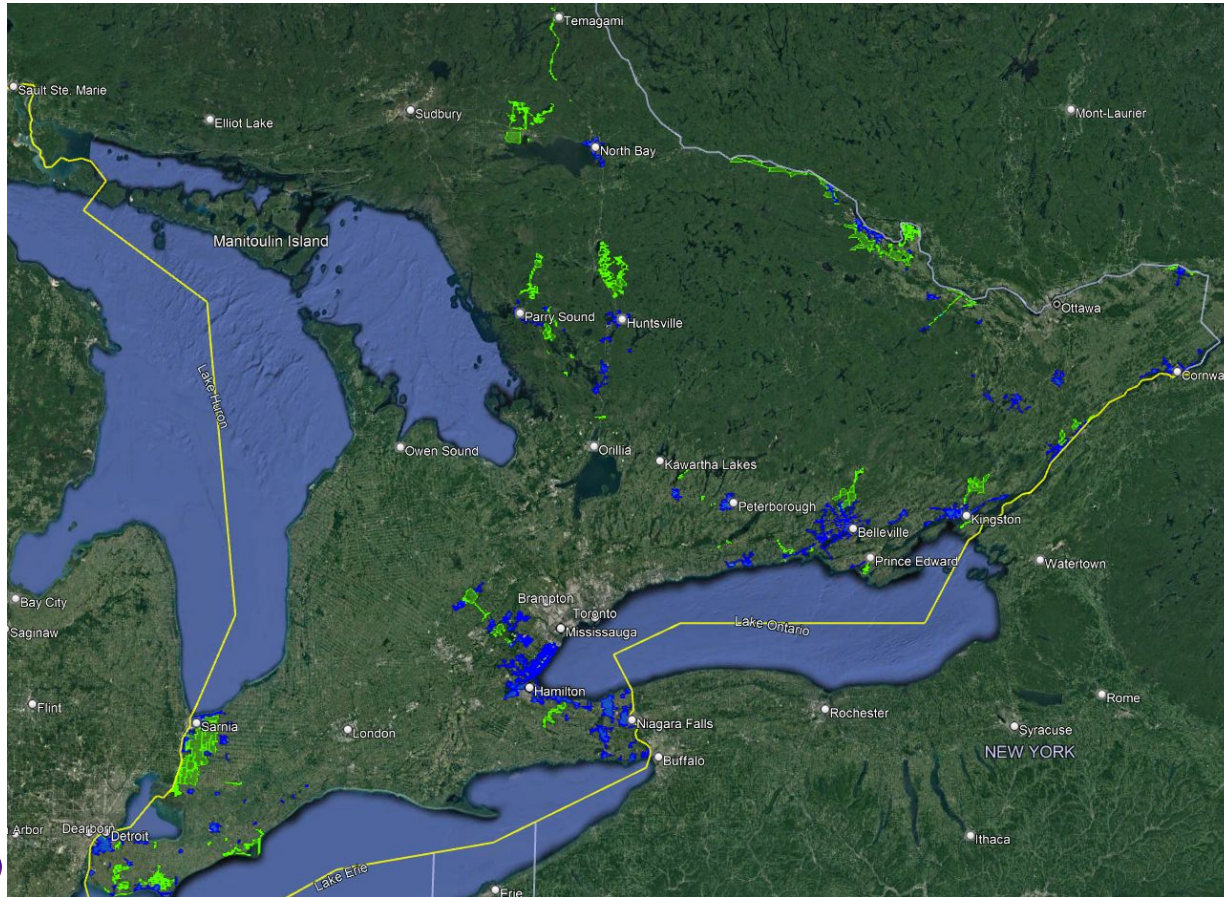
● Introduction Slide 3
● Cogeco's Network Expansion Slide 4
● Where We Are Slide 5
● Where We're Going Slide 6
● Progress So Far Slide 7
● Ontario High-Speed Internet Projects & Availability Map Slide 8
● Approaches to Construction Slide 9

Introductions



- The goal for today's meeting is to provide an update on Cogeco's project in McKellar and its surrounding area.
- We will also share some details on our plans for construction and network implementation, in an effort to align our goals and parameters with the mandates of McKellar.

Cogeco's Network Expansion

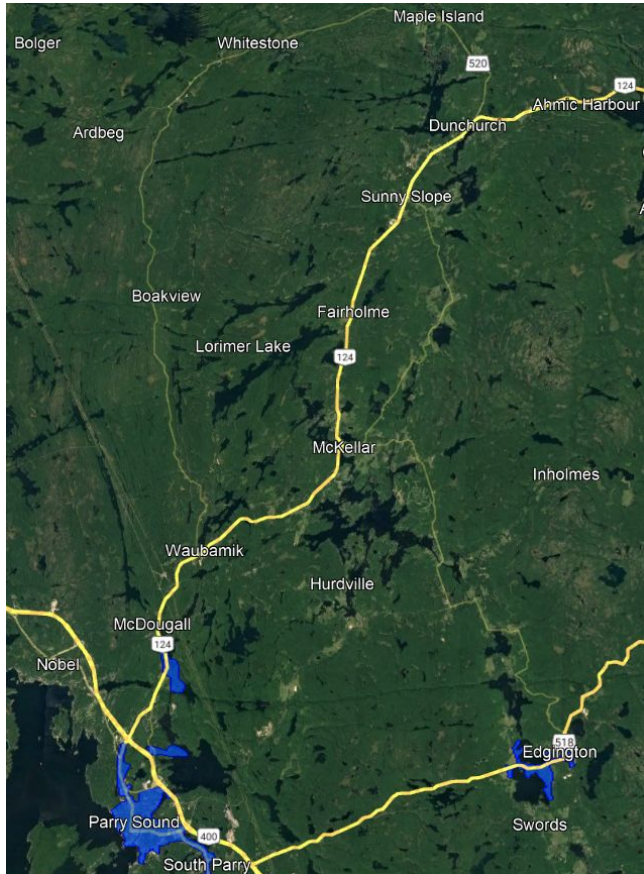


- Cogeco currently has ~50 projects ongoing in Network Expansion and Network Upgrade initiatives across Ontario.
- These projects span between Windsor to the west, Hawkesbury to the east, and Temagami to the north.
- In total, over 40,000 premises will be added or upgraded, delivering download speeds of up to 1Gbps.

 Ongoing Project

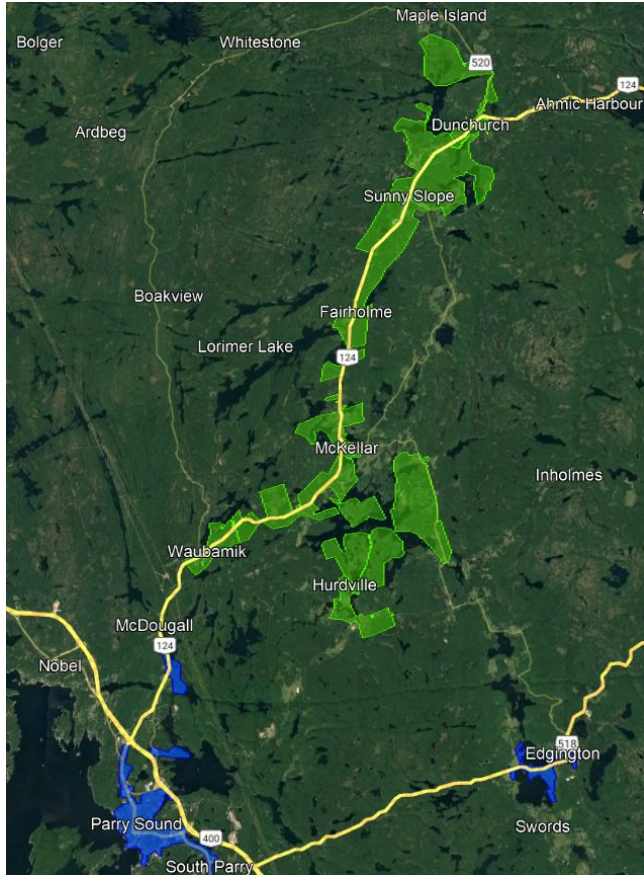
 Existing Network

Where We Are



- Cogeco does not currently have an active network in McKellar, though the area was previously serviced for Cable TV only. Our current network is situated primary in Parry Sound with some expansion into McDougall.

Where We're Going



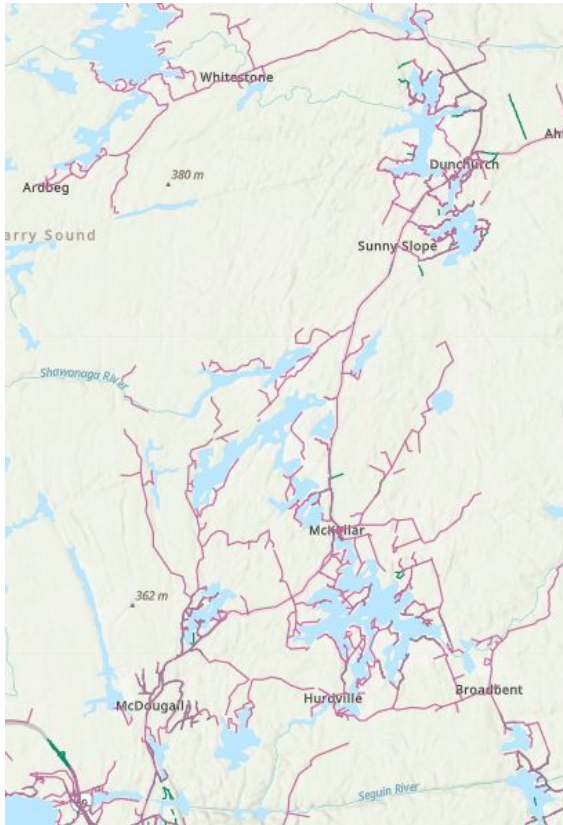
- Cogeco was the successful proponent for a project co-funded by the Province of Ontario and the Government of Canada that will see an estimated 2000 homes and businesses connected to our broadband network.
- This project is for a full Fibre-to-the-Home (FTTH) solution capable of delivering speeds of up to 1Gbps, comparable to major urban centres across Canada.
- Communities that will benefit from this project include Waubamik, McKellar, Hurdville, Fairholme, and Dunchurch.

Progress So Far



- Following a number of legislative changes, Cogeco has identified the opportunity to better leverage existing aerial infrastructure as part of our rollout efforts, particular in the northern parts of the province where rocky terrain can often inhibit buried construction.
- Cogeco is in the process of finalizing the project design and securing the required permits, both aerial and buried, with the goal of starting construction in Spring/Summer 2024.
- Cogeco expects to fully complete this project in line with the Province of Ontario's target of expanding broadband access by the end of 2025.

Ontario High-Speed Internet Projects & Availability Map



- This map shows where high-speed internet access is currently available in communities across Ontario.
- The pink lines represent the Government funded high-speed internet projects.

Approaches to Construction



- Cogeco's preferred method of building out our fibre networks is to use **plowing** wherever possible. Plowing is the fastest and most economical deployment method, and utilizing it as much as possible will help us get customers connected promptly.
- With any buried construction, Cogeco wishes to be allowed to build as close to the road shoulder as possible. This reduces difficulties in working along ditches and other potential challenges.
- In areas where plowing construction is not possible, such as areas of greater residential and/or commercial density, Cogeco intends to make use of any existing **aerial** infrastructure as much as possible to reduce the dependence on directional drilling.
- Aerial construction is also cost-effective in areas where pole conditions are favourable and can be easily attached to without extensive make-ready requirements.



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 2024

Mayor Moore called the meeting to order at 5:31 p.m.

ROLL CALL

Mayor Moore took Roll Call.

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

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

Councillor Zulak declared a personal interest for Item 5.2. listed in Closed Session Agenda.

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-001 **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 amended to include 5.2.ii. in closed session to discuss Township property on Fire Route 152.

Carried

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-002 **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 5:34 p.m. to discuss the following items;

- 5.1 Minutes of Closed Session – December 19, 2023 & December 21, 2023
- 5.2 Acquisition or Disposition of Land; pursuant to Ontario Municipal Act, Section 239(2)(c) –Land Disposition
- 5.3 Information supplied in confidence by a third party; pursuant to Section 239(2)(i) – Financial information regarding Pending Construction
- 5.4 Litigation or Potential Litigation, Pursuant to Section 239(2)(e) – Litigation Re. Consent Application Appeal, Ontario Land Tribunal

Carried

Councillor Zulak left the meeting at 5:36 p.m.

Councillor Zulak re-entered the meeting at 5:42 p.m.

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-003 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:45 p.m.

Carried

Mayor Moore called the meeting to order at 6:45 p.m.

ROLL CALL

Mayor Moore took Roll Call.

Present: Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak
Staff: Deputy Clerk/Planning Assistant, Karlee Britton
Administrative Assistant, Mary Smith



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 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 Kekkonen

Seconded by: Councillor Haskim

24-004 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 January 9, 2024.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-005 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the deputation from Nadine Hammond, Curator/Manager of the West Parry Sound District Museum regarding funding for 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-006 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the December 19, 2023 Regular Meeting of Council and the December 21, 2023 Special Meeting of Council, as circulated.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-007 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 9, 2023 and the draft Minutes of the December 14, 2023 meetings of the Lake Stewardship & Environmental Committee.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-008 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the draft Minutes of the December 13, 2023 meeting of the District of Parry Sound Municipal Association Executive.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-009 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 23, 2023 Township of McKellar Recreation Committee.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 2024

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-010 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive tender opening results for 23-17 McKellar Ballfield Rock Removal (Blasting); and

FURTHER award Tender No 23-17 to Precision Rock Blasting Inc in the amount of \$43,585.00 plus HST of \$5,666.05 for a total amount of \$49,251.05.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-011 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive FD-2024-01 Month End Status Updates for December 2023 from Fire Chief, Robert Morrison for information purposes.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-012 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby support Town of Parry Sound Resolution No. 2023-183 to support the continuation of the Rural Northern Immigration Pilot (RNIP) Program; and

FURTHER authorize staff to sign and send the draft letter addressed to Minister Marc Miller.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

24-013 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby direct staff to coordinate the purchase and circulation of 2,000 yellow tear resistant/waterproof (plastic) Transfer Station permit wallet cards that include the civic (or legal) address of the property and the owner's name; and

FURTHER THAT the user permits be included in the 2024 Interim Property Tax Bills.

Deferred

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-014 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby authorize the Treasurer to transfer surplus funds as of December 31, 2023, remaining in the following operating budgets to their respective reserve account:

2023 Recreation Committee operating budget to the Recreation Committee reserve account; and

2023 Historical Committee operating budget to the St. Stephens/Hemlock Church capital reserve account; and

Fire Department operating/capital budget to reserve account.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 2024

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-015 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-01, Being a By-law to Adopt a Conflict-of-Interest Policy for All Personnel and Employees of the Township of McKellar, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Deferred

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-016 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-02, Being a By-law to Amend By-law 2022-42 Being a By-law to Establish and Regulate a Fire Department within the Township of McKellar, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried

Moved by: Councillor Kekkonen

Seconded by: Councillor Haskim

24-017 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-03, Being a By-law to Adopt a Human Resources Policy and Procedure, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Deferred

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-018 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-04, Being a By-law to Establish Policies for the Closure and Sale of Road Allowances, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-019 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-05, Being a By-law to Authorize the Borrowing of Money to Meet Current Expenditures of the Council of the Township of McKellar, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 2024

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-020 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-06, Being a By-law to Levy Certain Interim Rates, Taxes and Charges for the Year 2024, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-021 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-07, Being a By-law to Set Tax Ratios for Municipal Purposes for the Year 2024, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Deferred

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-022 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-08, Being a By-law to Amend By-law 2018-20 Being a By-law to Adopt an Accessibility Plan, a First and Second reading;

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-023 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby authorize the Mayor to contact Bob Hughes (RHH Engineering) with regards to pending construction upgrades in coordination with the Director of Public Works.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-024 **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

24-025 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-09, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

January 9, 2024

And further Read a Third time and Passed in Open Council this 9th day of January, 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-026

BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar adjourn this meeting at 9:10 p.m. to meet again on January 19, 2024; or at the call of the Mayor.

Carried

David Moore, Mayor

Karlee Britton, Deputy Clerk

DRAFT



McKellar Township Report to Council

Prepared for: COUNCIL

Department: TREASURY

Agenda Date: January 23, 2024

Report No: T-2024-1

Subject: Tax Arrears Status as of Dec.31, 2023

Recommendation:

THAT the Council for the Corporation of the Township of McKellar receives Report T-2024-1 Tax Arrears Status as of Dec.31, 2023.

Background:

Property taxes are of utmost importance for municipal service delivery, as they form the primary source of revenue. Delays in payment of property taxes by individual property owners can lead to unnecessary expenses for all ratepayers. In order to ensure timely collection of arrears, the Municipality will use all the resources available to them, including sending notices by mail or email, personalized letters, verbal communication by phone or in person, etc.

Homeowners usually contact staff to make payment arrangements only if they are prompted to do so by staff members who initiate the process and notify them via phone, mail or email. Tax registration and sales are governed by the Municipal Act of 2001, and they apply to properties that are in arrears for the preceding two years. It is important to note that failure to pay property taxes can lead to adverse consequences, including the sale of the property to recover the outstanding amount

Financial Analysis/Discussion:

This report provides information on property tax accounts with outstanding tax balances as of December 31, 2023. Below is summary of Tax Arrears:

Properties in Arrears	462
Total Amount of Arrears	\$ 514,468.88
Properties in Tax Sale Position	77
Amounts subject to Tax Sale	\$ 256,014.61

There are nine properties in arrears for more than 4 years. Outstanding property tax balances continue to be monitored and acted upon in a timely manner.

Applicable Policy:

Bylaw 2019-50-Bylaw to adopt a property tax billing and Collection Policy

Conclusion:

That the Council for the Corporation of the Township of McKellar receives the Report T-2024-1 Tax Arrears Status as of Dec.31, 2023.

Respectfully submitted by:



Roshan Kantiya, Treasurer



Ina Watkinson, Clerk/Administrator

Township of McKellar

Comparison of Arrears with previous year

	% of Total		% of Total	
Period	As of Dec .31,2023	Arrears	As of Dec .31,2022	Arrears
2023	\$384,110.35	74.66%		
2022	\$73,562.22	14.30%	\$310,920.60	80.52%
2021	\$23,486.98	4.57%	\$43,089.42	11.16%
2020 and Years Before	\$33,309.33	6.47%	\$12,568.07	3.25%
2019 and Years Before			\$19,581.70	5.07%
2018 and Years Before				
Total	\$514,468.88	100.00%	\$386,159.79	100.00%
Levy Budgeted	\$3,915,941.46		\$3,696,060.44	
Total Arrears % of Levy Budgeted		13.35%		10.45%

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
General										
1219 395529	CENTRAL SQUARE, 1000 BUSINESS CENTER DRIVE, LAKE MARY, FL, 32746		11-01-23 Prepaid Expense ANNUAL CONTRACT RENEWAL - 2024	12-30-23	\$4,686.79	\$4,686.79	01-00-016-834	Prepaid Expense	\$0.00	(\$97,234.95)
						\$4,686.79				
Total General						\$4,686.79				
General Government										
23 NOV2023	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7		11-16-23 Telephone ADMIN	12-30-23	\$165.71	\$165.71	01-02-060-007	Telephone	\$2,600.00	\$476.25
						\$165.71				
282 DEC2023	ViaNet, 128 Larch St. Suite 502, Sudbury, ON, P3E 5J8		12-05-23 Telecommunicaiton Service (Internet, Website) WIRELESS INTERNET - DECEMBER	12-30-23	\$198.38	\$198.38	01-02-060-031	Telecommunicaiton	\$15,685.70	\$4,554.15
						\$198.38				
407 64826542	Corporate Express Canada Inc., C.0 T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2		11-16-23 Office Supplies/Materials PAPER/SUPPLIES	12-30-23	\$217.06	\$217.06	01-02-060-009	Office	\$4,500.00	\$629.06
						\$217.06				
1457 138005	LASALLE BUSINESS MACHINES, 887-D NOTRE DAME AVE, SUDBURY, ON, P3A 2T2		12-01-23 Printing/Photocopier LEASE/COPIES BILLED - NOVEMBER 2023	12-30-23	\$613.66	\$613.66	01-02-060-012	Printing/Photocopier	\$4,000.00	\$273.64
						\$613.66				
Total General Government						\$1,194.81				
Fire Protection Services										
23 NOV2023	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7		11-16-23 Telephone FIRE HALL	12-30-23	\$90.51	\$90.51	01-03-150-007	Telephone	\$2,500.00	(\$631.40)
						\$90.51				
90 131217	Georgian Bay Propane Inc., 55 Great North Road, Parry Sound, ON, P2A 2N9		11-14-23 Heating PROPANE FIRE STATION 1	12-30-23	\$321.18	\$321.18	01-03-151-033	Heating	\$4,000.00	\$2,711.38
						\$321.18				
407 64899031	Corporate Express Canada Inc., C.0 T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2		11-23-23 Emergency Management SUPPLIES FOR EMERGENCY MANAGEMENT	12-30-23	\$102.99	\$102.99	01-03-150-108	Emergency	\$4,500.00	\$3,302.44
						\$102.99				
Total Fire Protection Services						\$514.68				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<u>Protection to Persons and Property</u>										
975	Minister of Finance (OPP), 33 KING STREET WEST, P.O. BOX 647, OSHAWA, ON, L1H 8X3									
30221123064302		11-30-23	Policing Services Annual Levy OPP LEVY - OCTOBER 2023	12-30-23	\$30,729.00	\$30,729.00	01-05-160-030	Policing Services	\$368,752.00	\$124,021.00
30231023095502		10-31-23	Policing Services Annual Levy OPP LEVY - SEPTEMBER 2023	12-30-23	\$30,729.00	\$30,729.00	01-05-160-030	Policing Services	\$368,752.00	\$124,021.00
						\$61,458.00				
1438	MICHAEL SKOF, 125 HENRY STREET, BARRIE, ON, L4N 1E2									
NOV2023		11-30-23	Professional Services - Legal PROFESSIONAL SERVICES AS RENDERED - BY-LAW LEGAL EXPENSES	12-30-23	\$339.63	\$339.63	01-05-190-020	Professional Services -	\$4,000.00	\$3,107.05
						\$339.63				
						\$61,797.63				
Total Protection to Persons and Property										
<u>Transportation</u>										
23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
NOV2023		11-16-23	Telephone GARAGE	12-30-23	\$45.26	\$45.26	01-06-200-007	Telephone	\$1,400.00	\$494.78
						\$45.26				
39	Blitz Electric, 231 HIGHWAY 124, MCDOUALL, ON, P2A 2W7									
9618		11-29-23	Maintenance Repairs WIRING PERMIT	12-30-23	\$2,257.99	\$2,257.99	01-06-210-113	Maintenance Repairs	\$18,000.00	\$2,303.66
						\$2,257.99				
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
180661		11-27-23	Materials & Supplies KET CUT	12-30-23	\$14.20	\$14.20	01-06-210-145	Materials & Supplies	\$1,500.00	\$454.80
180767		12-05-23	Workshop Supplies TOILET CLEANER	12-30-23	\$17.29	\$17.29	01-06-210-148	Workshop Supplies	\$2,000.00	(\$1,820.52)
						\$31.49				
137	MUSKOKA AUTO PARTS, 45 Gibson Street, Parry Sound, ON, P2A 1X1									
788772/4		11-23-23	Maintenance Costs/Parts REPLACEMENT CORD	12-30-23	\$41.22	\$41.22	01-06-238-143	Maintenance Costs/Parts	\$3,500.00	(\$16,212.28)
						\$41.22				
218	Parry Sound Auto Parts, 74 Parry Sound Drive, Parry Sound, ON, P2A 0B8									
1-2964857		11-24-23	Personal Protective Equipment Employee Allowance HI-VIZ PROTECTIVE CLOTHING (GREG GOSTICK)	12-30-23	\$53.49	\$53.49	01-06-200-008	Personal Protective	\$500.00	\$174.38
						\$53.49				
334	Valley Blades Limited, , PO Box 126, Waterloo, ON, N2J 3Z9									
SV082910A		11-20-23	Materials & Supplies WINTER STOCK	12-30-23	\$6,725.01	\$6,725.01	01-06-226-145	Materials & Supplies	\$10,100.00	\$6,347.95
						\$6,725.01				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
393	Cedar Signs, 1507 Clyde Road, RR6, Cambridge, ON, N1R 5S7									
INV/2023/5088		11-23-23	Materials & Supplies STREET NAME SIGNS	12-30-23	\$80.21	\$80.21	01-06-227-145	Materials & Supplies	\$12,000.00	\$4,883.84
						\$80.21				
982	AIR AUTOMOTIVE TRACKING INC., 160 COLLARD DRIVE, KING CITY, ON, L7B 1E4									
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-233-143	Maintenance Costs/Parts	\$3,000.00	\$803.99
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-235-143	Maintenance Costs/Parts	\$2,500.00	\$2,024.29
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-237-143	Maintenance Costs/Parts	\$4,000.00	(\$635.60)
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-246-143	Maintenance Costs/Parts	\$3,500.00	(\$1,005.31)
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-247-143	Maintenance Costs/Parts	\$3,200.00	(\$652.97)
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-248-143	Maintenance Costs/Parts	\$6,000.00	(\$2,470.35)
MCK12-23		12-01-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING - DECEMBER 2023	12-30-23	\$20.35	\$20.35	01-06-250-143	Maintenance Costs/Parts	\$2,000.00	\$700.53
						\$142.45				
985	GIN-COR, 5151 HIGHWAY 17 WEST, MATTAWA, ON, P0H 1V0									
82402		11-29-23	Maintenance Costs/Parts GALLON SUFFIX C PAINT - FREIGHTLINER	12-01-23	\$470.65	\$470.65	01-06-237-143	Maintenance Costs/Parts	\$4,000.00	(\$635.60)
						\$470.65				
Total Transportation						\$9,847.77				
<u>Environmental Services</u>										
12	Adams Brothers Construction Ltd, P.O. Box 324, Parry Sound, ON, P2A 2X4									
168186		11-30-23	Waste Hauling Contract WASTE HAULING CONTRACT - NOVEMBER 2023	12-30-23	\$1,017.39	\$1,017.39	01-08-301-122	Waste Hauling Contract	\$30,000.00	\$6,412.78
						\$1,017.39				
23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
NOV2023		11-16-23	Telephone TRANSFER STATION	12-30-23	\$45.26	\$45.26	01-08-300-007	Telephone	\$600.00	\$147.45
						\$45.26				
919	WASTE CONNECTIONS OF CANADA INC., PO BOX 1779, 580 ECCLESTONE DRIVE, BRACEBRIDGE, ON, P1L 1V7									
7113-000336942		11-30-23	Recycling Contract RECYCLING CONTRACT - NOVEMBER 2023	12-30-23	\$2,306.96	\$2,306.96	01-08-301-121	Recycling Contract	\$30,000.00	(\$2,054.38)
						\$2,306.96				
Total Environmental Services						\$3,369.61				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Social Services										
29	Belvedere Heights, 21 Belvedere Avenue, Parry Sound, ON, P2A 2A2									
DEC2023		12-05-23	Belvedere Heights Home for the Aged Annual Levy 2023 MUNICIPAL LEVY - REMAINING BALANCE	12-30-23	\$39,342.00	\$39,342.00	01-10-350-030	Belvedere Heights Home	\$78,683.00	\$39,342.00
						\$39,342.00				
Total Social Services						\$39,342.00				
Community Centre										
23	Bell Canada, P.O. Box 9000, Str.: Don Mills, North York, ON, M3C 2X7									
NOV2023		11-16-23	Telephone COMMUNITY HALL	12-30-23	\$94.12	\$94.12	01-12-370-007	Telephone	\$1,200.00	\$304.52
						\$94.12				
197	Near North Laboratories Inc, 11-191 Booth RD, North Bay, ON, P1A 4K3									
99073		11-21-23	Water Testing LAB AND COURIER FEES	12-30-23	\$42.59	\$42.59	01-12-370-257	Water Testing	\$2,000.00	\$1,579.14
						\$42.59				
Total Community Centre						\$136.71				
Cultural										
525	VIVIAN MOORE, 107-20A SILVER BIRCH COURT, PARRY SOUND, ON, P2A 0A7									
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$10.51	\$10.51	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$43.02	\$43.02	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$31.04	\$31.04	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$17.64	\$17.64	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$6.11	\$6.11	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$6.63	\$6.63	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$15.01	\$15.01	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
DEC2023		12-06-23	Event Materials & Supplies REIMBURSEMENT FOR CHRISTMAS PAST -	12-30-23	\$11.90	\$11.90	01-13-383-145	Event Materials &	\$1,500.00	\$1,273.45
						\$141.86				
1456	PARRY SOUND SINGERS, BOX 663, PARRY SOUND, ON,									
DEC2023		12-05-23	Miscellaneous CHRISTMAS CONCERT PERFORMANCE	12-30-23	\$500.00	\$500.00	01-13-385-024	Miscellaneous	\$57,500.00	\$26,733.65

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
						\$500.00				
Total Cultural						\$641.86				
Total Bills To Pay:						\$121,531.86				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
General Government										
328	Pahapill and Associates, 75 MAIN STREET WEST, UNIT 2, HUNTSVILLE, ON, P1H 1W9									
TOW659A		12-05-23	Professional Services - Audit PROFESSIONAL SERVICES AS RENDERED - AUDIT YEAR END 2023	12-30-23	\$2,798.40	\$2,798.40	01-02-060-019	Professional Services -	\$61,292.00	\$1,019.12
						\$2,798.40				
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
NOV2023		11-22-23	Telephone TELIZON	12-30-23	\$3.64	\$3.64	01-02-060-007	Telephone	\$2,600.00	\$304.26
NOV2023		11-22-23	Telephone TELIZON	12-30-23	\$2.64	\$2.64	01-02-060-007	Telephone	\$2,600.00	\$304.26
NOV2023		11-22-23	Courses & Training HOTEL ADMINISTRATIVE	12-30-23	\$331.43	\$331.43	01-02-060-015	Courses & Training	\$4,000.00	\$1,828.54
NOV2023		11-22-23	Memberships/Subscriptions REV	12-30-23	\$28.25	\$28.25	01-02-060-017	Memberships/Subscriptio	\$4,000.00	\$404.24
NOV2023		11-22-23	Information Technology Support GOOGLE	12-30-23	\$182.56	\$182.56	01-02-060-023	Information Technology	\$35,000.00	\$2,734.62
NOV2023		11-22-23	Bank Service Charges \$ Loan Interest Charges INTEREST REVERSAL	12-30-23	(\$21.26)	(\$21.26)	01-02-060-025	Bank Service Charges \$	\$39,000.00	\$18,606.74
NOV2023		11-22-23	Telecommunicaiton Service (Internet, Website) STARLINK	12-30-23	\$646.18	\$646.18	01-02-060-031	Telecommunicaiton	\$15,685.70	\$3,611.40
NOV2023		11-22-23	Telecommunicaiton Service (Internet, Website) XPLORNET	12-30-23	\$98.19	\$98.19	01-02-060-031	Telecommunicaiton	\$15,685.70	\$3,611.40
						\$1,271.63				
1021	MY-TECH INFORMATION TECHNOLOGY, 20 BARTLETT DRIVE, SEGUIN, ON, P2A 2W8									
NOV2023		11-30-23	Information Technology Support INFORMATION TECHNOLOGY SUPPORT - NOVEMBER 2023	12-30-23	\$1,143.28	\$1,143.28	01-02-060-023	Information Technology	\$35,000.00	\$2,734.62
						\$1,143.28				
Total General Government						\$5,213.31				
Fire Protection Services										
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
NOV2023		11-22-23	Courses & Training FIRE SERVICE TECHNOLOGY	12-30-23	\$499.00	\$499.00	01-03-150-015	Courses & Training	\$8,800.00	\$33.96
NOV2023		11-22-23	Memberships/Subscriptions ADOBE	12-30-23	\$26.45	\$26.45	01-03-150-017	Memberships/Subscriptio	\$750.00	(\$431.54)
NOV2023		11-22-23	Office Equipment PHONE CASE	12-30-23	\$22.37	\$22.37	01-03-150-018	Office Equipment	\$1,500.00	\$460.03
NOV2023		11-22-23	Miscellaneous HOME DEPOT MOUSE TRAPS/BATTERIES	12-30-23	\$34.54	\$34.54	01-03-150-024	Miscellaneous	\$3,000.00	\$3.22
NOV2023		11-22-23	Safety Equipment/Protective Clothing FIRE GLOVES AND HOODS	12-30-23	\$948.01	\$948.01	01-03-150-100	Safety	\$16,000.00	\$10,983.97
NOV2023		11-22-23	Emergency Management SLEEP PADS/BLANKETS/FLASHLIGHTS	12-30-23	\$775.66	\$775.66	01-03-150-108	Emergency	\$4,500.00	\$2,423.79
NOV2023		11-22-23	Fire Fighting Tools/Equipment SCBA YEARLY INSPECTIONS AND REPAIRS	12-30-23	\$1,964.79	\$1,964.79	01-03-150-111	Fire Fighting	\$13,500.00	\$403.54
						\$4,270.82				

**Township of McKellar
A/P Preliminary Cheque Run
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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Total Fire Protection Services						\$4,270.82				
<u>Transportation</u>										
218	Parry Sound Auto Parts, 74 Parry Sound Drive, Parry Sound, ON, P2A 0B8									
1-2965667		12-01-23	Personal Protective Equipment Employee Allowance (SHAWN MARTIN)	12-30-23	\$177.93	\$177.93	01-06-200-008	Personal Protective	\$500.00	(\$417.25)
1-2964307		11-21-23	Workshop Supplies NYLON MARKERS	12-30-23	\$97.22	\$97.22	01-06-210-148	Workshop Supplies	\$2,000.00	(\$1,935.03)
1-2965610		12-01-23	Motor Oil/Grease HYDRAULIC 32 CL	12-30-23	\$312.83	\$312.83	01-06-228-140	Motor Oil/Grease	\$3,727.50	\$373.51
1-2965165		11-28-23	Maintenance Costs/Parts NEW TRUCK	12-30-23	\$130.54	\$130.54	01-06-251-143	Maintenance Costs/Parts	\$0.00	(\$130.54)
						\$718.52				
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
NOV2023		11-22-23	Materials & Supplies PUBLIC WORKS ROADSIDE MATERIALS	12-30-23	\$211.64	\$211.64	01-06-224-145	Materials & Supplies	\$20,000.00	\$14,190.77
NOV2023		11-22-23	Licenses & Insurance - PUBLIC WORKS NEW TRUCK	12-30-23	\$1,112.00	\$1,112.00	01-06-228-144	Licenses & Insurance	\$16,000.00	\$2,130.75
						\$1,323.64				
1064	RODNEY MATTHEWS, , , ,									
DEC2023		12-05-23	Personal Protective Equipment Employee Allowance	12-30-23	\$22.71	\$22.71	01-06-200-008	Personal Protective	\$500.00	(\$417.25)
DEC2023		12-05-23	Personal Protective Equipment Employee Allowance	12-30-23	\$108.58	\$108.58	01-06-200-008	Personal Protective	\$500.00	(\$417.25)
DEC2023		12-05-23	Personal Protective Equipment Employee Allowance	12-30-23	\$122.10	\$122.10	01-06-200-008	Personal Protective	\$500.00	(\$417.25)
DEC2023		12-05-23	Personal Protective Equipment Employee Allowance	12-30-23	\$106.82	\$106.82	01-06-200-008	Personal Protective	\$500.00	(\$417.25)
						\$360.21				
Total Transportation						\$2,402.37				
Total Bills To Pay:						\$11,886.50				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<u>General</u>										
643	OMERS ADMINISTRATION CORPORATION, 900-100 ADELAIDE STREET WEST, TORONTO, ON, M5H 0E2									
DEC2023		12-08-23	OMERS Payable OMERS CONTRIBUTION - NOVEMBER 2023	12-30-23	\$16,967.98	\$16,967.98	01-00-000-639	OMERS Payable	\$0.00	(\$16,967.98)
						\$16,967.98				
Total General						\$16,967.98				
							Total Bills To Pay:			\$16,967.98

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
General										
235	RECEIVER GENERAL, CANADA REVENUE AGENCY TECHNOLOGY CENTRE, 875 HERON ROAD, OTTAWA, ON, K1A 1B1									
NOV2023		12-08-23	CPP Deductions CPP/EI/FED/ONT TAX NOV 2023	12-30-23	\$4,853.72	\$4,853.72	01-00-000-631	CPP Deductions	\$0.00	(\$4,853.72)
NOV2023		12-08-23	EI Deductions CPP/EI/FED/ONT TAX NOV 2023	12-30-23	\$1,267.89	\$1,267.89	01-00-000-632	EI Deductions	\$0.00	(\$902.03)
NOV2023		12-08-23	Income Tax Payable CPP/EI/FED/ONT TAX NOV 2023	12-30-23	\$18,751.64	\$18,751.64	01-00-000-633	Income Tax Payable	\$0.00	(\$18,752.00)
						\$24,873.25				
Total General						\$24,873.25				
Total Bills To Pay:						\$24,873.25				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
General										
308	Debbie Zulak, 161 Balsalm Road, PO Box 232, McKellar, ON, P0G 1C0									
DEC12/2023		12-12-23	Bank Account COUNCILLOR PAYROLL NOV 26 - DEC 9	12-30-23	\$659.97	\$659.97	01-00-011-801	Bank Account	\$0.00	(\$3,634,534.2
						\$659.97				
Total General						\$659.97				
General Government										
154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$291.18	\$291.18	01-02-060-005	Employee Benefits	\$21,646.16	(\$1,121.92)
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$289.93	\$289.93	01-02-060-005	Employee Benefits	\$21,646.16	(\$1,121.92)
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$291.15	\$291.15	01-02-060-005	Employee Benefits	\$21,646.16	(\$1,121.92)
						\$872.26				
873	Manulife Financial, PO BOX 1627, WATERLOO, ON, N2J 4P4									
DEC2023		12-01-23	Employee Benefits DEC 2023 BENEFITS LIFE INSURANCE/LTD/CI	12-30-23	\$826.35	\$826.35	01-02-060-005	Employee Benefits	\$21,646.16	(\$1,121.92)
						\$826.35				
1022	RICOH CANADA INC., P.O. BOX 600 STREETSVILLE RPO, MISSISSAUGA, ON, L5M 0M6									
SCO94307381		11-30-23	Printing/Photocopier FINAL BILLING - NOVEMBER 2023	12-30-23	\$669.89	\$669.89	01-02-060-012	Printing/Photocopier	\$4,000.00	(\$340.02)
						\$669.89				
Total General Government						\$2,368.50				
Fire Protection Services										
154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$86.98	\$86.98	01-03-150-005	Employee Benefits	\$6,000.00	\$5,538.99
						\$86.98				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
155	1084435 ONTARIO LIMITED, 1 Mall Drive, Parry Sound, ON, P2A 2G5									
3115		11-05-23	Emergency Management EMERGENCY PLANNING DOCUMENTS	12-30-23	\$613.11	\$613.11	01-03-150-108	Emergency	\$4,500.00	\$2,423.79
						\$613.11				
239	Rona Building Centre, 115 Bowes Street, Parry Sound, ON, P2A 2L8									
212232		12-02-23	Miscellaneous SPRUCE	12-30-23	\$29.82	\$29.82	01-03-151-024	Miscellaneous	\$1,000.00	\$1,000.00
212266		12-04-23	Miscellaneous PREMIUM SPRUCE	12-30-23	\$313.43	\$313.43	01-03-151-024	Miscellaneous	\$1,000.00	\$1,000.00
212271		12-04-23	Miscellaneous RETURN	12-30-23	(\$4.78)	(\$4.78)	01-03-151-024	Miscellaneous	\$1,000.00	\$1,000.00
						\$338.47				
Total Fire Protection Services						\$1,038.56				

Building Department

154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$290.85	\$290.85	01-04-170-005	Employee Benefits	\$9,126.62	\$2,385.44
						\$290.85				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
838026		12-13-23	Vehicle Fuel - Gas CBO	12-30-23	\$64.21	\$64.21	01-04-170-141	Vehicle Fuel - Gas	\$1,000.00	(\$118.28)
						\$64.21				
873	Manulife Financial, PO BOX 1627, WATERLOO, ON, N2J 4P4									
DEC2023		12-01-23	Employee Benefits DEC 2023 BENEFITS LIFE INSURANCE/LTD/CI	12-30-23	\$224.95	\$224.95	01-04-170-005	Employee Benefits	\$9,126.62	\$2,385.44
						\$224.95				
Total Building Department						\$580.01				

Transportation

154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$291.01	\$291.01	01-06-200-005	Employee Benefits	\$22,000.00	\$209.15
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$289.64	\$289.64	01-06-200-005	Employee Benefits	\$22,000.00	\$209.15
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$289.70	\$289.70	01-06-200-005	Employee Benefits	\$22,000.00	\$209.15

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$289.64	\$289.64	01-06-200-005	Employee Benefits	\$22,000.00	\$209.15
						\$1,159.99				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
837199		12-06-23	Fuel - Gas F250	12-30-23	\$77.23	\$77.23	01-06-235-141	Fuel - Gas	\$6,000.00	\$1,064.11
838026		12-13-23	Fuel - Gas F250	12-30-23	\$62.35	\$62.35	01-06-235-141	Fuel - Gas	\$6,000.00	\$1,064.11
						\$139.58				
218	Parry Sound Auto Parts, 74 Parry Sound Drive, Parry Sound, ON, P2A 0B8									
1-2966518		12-07-23	Maintenance Costs/Parts	12-31-23	\$856.72	\$856.72	01-06-248-143	Maintenance Costs/Parts	\$6,000.00	(\$2,490.70)
						\$856.72				
393	Cedar Signs, 1507 Clyde Road, RR6, Cambridge, ON, N1R 5S7									
INV/2023/5388		12-11-23	Materials & Supplies STREET NAME SIGN - DOCKSIDE DRIVE	12-30-23	\$80.21	\$80.21	01-06-227-145	Materials & Supplies	\$12,000.00	\$4,803.63
						\$80.21				
572	McDougall Energy Inc, 421 Bay Street, Suite 301, Sault Ste. Marie, ON, P6A 1X3									
6896125		11-22-23	Furnace Oil	12-30-23	\$273.53	\$273.53	01-06-210-031	Furnace Oil	\$15,000.00	\$3,426.80
						\$273.53				
873	Manulife Financial, PO BOX 1627, WATERLOO, ON, N2J 4P4									
DEC2023		12-01-23	Employee Benefits DEC 2023 BENEFITS LIFE INSURANCE/LTD/CI	12-30-23	\$990.11	\$990.11	01-06-200-005	Employee Benefits	\$22,000.00	\$209.15
						\$990.11				
1096	RHH ENGINEERING, 70 ISABELLA STREET, UNIT 111, PARRY SOUND, ON, P2A 2Z1									
23028		12-07-23	Materials & Supplies PROFESSIONAL SERVICES RENDERED - PREPARING RFP FOR BALLFIELD BLASTING	12-30-23	\$946.37	\$946.37	01-06-424-145	Materials & Supplies	\$215,000.00	\$192,365.62
						\$946.37				
Total Transportation						\$4,446.51				
<u>Environmental Services</u>										
20	Azimuth Environmental Consultants, 642 WELHAM ROAD, BARRIE, ON, L4N 9A1									
41215		11-29-23	Monitoring Program LANDFILL MONITORING	12-30-23	\$2,851.84	\$2,851.84	01-08-300-124	Monitoring Program	\$3,400.00	\$783.87
						\$2,851.84				
154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$125.20	\$125.20	01-08-300-005	Employee Benefits	\$100.00	(\$969.57)
						\$125.20				
331	Municipality of McDougall, 5 Baragar Blvd., McDougall, ON, P2A 2W9									
24967		11-30-23	Waste Tipping Fees WASTE TIPPING FEES - NOVEMBER 2023	12-30-23	\$4,151.40	\$4,151.40	01-08-301-123	Waste Tipping Fees	\$80,000.00	\$12,513.68
						\$4,151.40				
Total Environmental Services						\$7,128.44				
<u>Parks and Recreation Facilities</u>										
154	MINISTER OF FINANCE, 33 KING STREET WEST, P.O. BIX 620, OSHAWA, ON, L1H 8E9									
15189643		12-01-23	Employee Benefits HEALTH & DENTAL BENEFITS DEC 2023	12-30-23	\$126.42	\$126.42	01-11-360-005	Employee Benefits	\$2,200.00	(\$999.51)
						\$126.42				
873	Manulife Financial, PO BOX 1627, WATERLOO, ON, N2J 4P4									
DEC2023		12-01-23	Employee Benefits DEC 2023 BENEFITS LIFE INSURANCE/LTD/CI	12-30-23	\$118.01	\$118.01	01-11-360-005	Employee Benefits	\$2,200.00	(\$999.51)
						\$118.01				
Total Parks and Recreation Facilities						\$244.43				
<u>Community Centre</u>										
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
180868		12-13-23	Materials & Supplies CLEANER AND FLOOR POLISH	12-30-23	\$151.60	\$151.60	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,827.11)
						\$151.60				
Total Community Centre						\$151.60				
<u>Cultural</u>										
155	1084435 ONTARIO LIMITED, 1 Mail Drive, Parry Sound, ON, P2A 2G5									
20194		08-25-23	Materials & Supplies 150TH POSTERS - BERT WEIR FEST	12-14-23	\$184.95	\$184.95	01-13-385-145	Materials & Supplies	\$6,450.00	(\$22,973.92)
						\$184.95				
1450	NORTHERN VIEW CONSTRUCTION, 11 RIVERVIEW DRIVE, MCKELLAR, ON, P2A 0B5									
NOV2023/2		11-27-23	Hemlock Church & St. Stephen's Church HEMLOCK SIDING	12-30-23	\$44,651.27	\$44,651.27	01-13-383-113	Hemlock Church & St.	\$334,685.60	\$162,415.08
						\$44,651.27				
Total Cultural						\$44,836.22				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Planning and Development										
533	Russell, Christie, LLP, 505 Memorial Avenue, P.O. Box 158, Orillia, ON, L3V 6J3									
64-103-044-2		12-06-23	Professional Services - Legal SALWAY CONSENT AGREEMENT	12-30-23	\$548.32	\$548.32	01-14-400-020	Professional Services -	\$25,000.00	\$24,557.01
						\$548.32				
1458	ZALMAN GOLDSHMIDT, 321 ROYAL APPIAN CRESCENT, CONCORD, ON, L4K 5K9									
NOV2023		12-11-23	Planning Fees - Committee of Adjustment MINOR VARIANCE DEPOSIT REFUND	12-30-23	\$500.00	\$500.00	01-14-104-537	Planning Fees -	\$3,000.00	(\$4,750.00)
						\$500.00				
1459	OHAD SLAMA, 154 CENTRE ROAD, MCKELLAR, ON, P2A 0B4									
DEC2023		12-11-23	Planning Fees - Committee of Adjustment MINOR VARIANCE DEPOSIT REFUND	12-30-23	\$500.00	\$500.00	01-14-104-537	Planning Fees -	\$3,000.00	(\$4,750.00)
						\$500.00				
1460	ERIN EMMONS, 2409 FIRST STREET, BURLINGTON, ON, L7R 1C3									
DEC2023		12-11-23	Planning Fees - Committee of Adjustment MINOR VARIANCE DEPOSIT REFUND	12-30-23	\$500.00	\$500.00	01-14-104-537	Planning Fees -	\$3,000.00	(\$4,750.00)
						\$500.00				
Total Planning and Development						\$2,048.32				
Education										
66	Conseil Scolaire Public du Nord-Est de l'Ontario, P.O. Box 3600, 820 Lakeshore Drive, North Bay, ON, P1B 9T5									
DEC2023		12-14-23	School Board Requisitions 4TH QUARTER PAYMENT SCHOOL BOARD	12-30-23	\$400.28	\$400.28	01-15-112-060	School Board	\$0.00	(\$1,200.87)
						\$400.28				
190	Near North District School BD, 600 McIntyre Street, PO Box 3110, North Bay, ON, P1B 8H1									
DEC2023		12-14-23	School Board Requisitions 4TH QUARTER PAYMENT ENGLISH PUBLIC SCHOOL BOARD	12-30-23	\$279,110.39	\$279,110.39	01-15-110-060	School Board	\$0.00	(\$762,485.25)
						\$279,110.39				
223	Simcoe Muskoka Catholic District School Board, 46 Alliance Blvd, Barrie, ON, L4M 5K3									
DEC2023		12-14-23	School Board Requisitions 4TH QUARTER PAYMENT ENGLISH SEPARATE	12-30-23	\$11,475.36	\$11,475.36	01-15-111-060	School Board	\$0.00	(\$42,596.25)
						\$11,475.36				
Total Education						\$290,986.03				
Total Bills To Pay:						\$354,488.59				

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General										
308	Debbie Zulak, 161 Balsalm Road, PO Box 232, McKellar, ON, P0G 1C0	DEC 21/2023	12-21-23 Bank Account COUNCILLOR PAY DEC 10 - DEC 23/2023	12-30-23	\$659.97	\$659.97	01-00-011-801	Bank Account	\$0.00	(\$3,347,244.1
						\$659.97				
1041	MARCO ANCINELLI, 3275 GOLDEN ORCHARD DRIVE, MISSISSAUGA, ON, L4Y 3H1	DEC2023	12-20-23 Bank Account VOLUNTEER FIRE FIGHTER POINTS	12-30-23	\$200.00	\$200.00	01-00-011-801	Bank Account	\$0.00	(\$3,347,244.1
						\$200.00				
1461	RAYMOND CAMENZULI, 44 WENDY'S LANE, MCKELLAR, ON, P2A 0B5	DEC2023	12-21-23 Allowance for Doubtful Accounts PAYMENT FOR PROPERTY TAX OVER PAYMENT	12-30-23	\$10,012.61	\$10,012.61	01-00-014-832	Allowance for Doubtful	\$0.00	\$9,999.70
						\$10,012.61				
Total General						\$10,872.58				
General Government										
36	Bell Mobility Inc., P.O. Box 5102, Burlington, ON, L7R 4R7	DEC2023	12-13-23 Telephone ADMIN	12-30-23	\$33.58	\$33.58	01-02-060-007	Telephone	\$2,600.00	\$304.26
						\$33.58				
119	Dan Hamel,	DEC2023	12-21-23 Miscellaneous CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
238	Scott Reekie,	DEC2023	12-21-23 CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
407	Corporate Express Canada Inc., C.O T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2	65156854	12-19-23 Office Supplies/Materials	12-30-23	\$15.65	\$15.65	01-02-060-009	Office	\$4,500.00	\$412.00
						\$15.65				
469	Petty Cash, , , ,	DEC2023	12-21-23 Office Supplies/Materials	12-30-23	\$15.81	\$15.81	01-02-060-009	Office	\$4,500.00	\$412.00
DEC2023			12-21-23 Office Supplies/Materials	12-30-23	\$11.58	\$11.58	01-02-060-009	Office	\$4,500.00	\$412.00
						\$27.39				
551	Ward Stoneman,	DEC2023/2	12-21-23 CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				

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669 DEC2023	GREG GOSTICK, , , , 12-21-23	Miscellaneous	CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
762 DEC2023	CHRIS BORDELEAU, 12-21-23	Miscellaneous	CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
836 1264915	HURONIA ALARM & FIRE SECURITY INC., 233 MIDLAND AVE., MIDLAND, ON, 10-31-23	Security Systems	ANNUAL FIRE ALARM INSPECTION	12-30-23	L4R 3K1 \$877.68	\$877.68	01-02-060-028	Security Systems	\$1,000.00	\$816.83
						\$877.68				
842 DEC2023	JANICE GIBSON, 12-21-23	CHRISTMAS BONUS 2023		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
966 DEC2023	INA WATKINSON, 12-21-23	Miscellaneous		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1040 DEC2023	ANDY WARD, 12-21-23	CHRISTMAS BONUS 2023		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1064 DEC2023/2	RODNEY MATTHEWS, , , , 12-21-23	CHRISTMAS BONUS 2023		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1154 DEC2023	MARY SMITH, 12-21-23	Miscellaneous	CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1273 DEC2023	ROSHAN KANTIYA, 12-21-23	Miscellaneous		12-21-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1305 DEC2023	ROBERT MORRISON, 12-21-23	CHRISTMAS BONUS 2023		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1347 DEC2023	KARLEE BRITTON, , , , 12-21-23	Miscellaneous		12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1462	SHAWN MARTIN, , , ,									
DEC2023		12-21-23	CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
1463	THOMAS STONEMAN, , , ,									
DEC2023		12-21-23	CHRISTMAS BONUS 2023	12-30-23	\$100.00	\$100.00	01-02-060-024	Miscellaneous	\$3,000.00	\$2,507.23
						\$100.00				
Total General Government						\$2,454.30				
<u>Fire Protection Services</u>										
36	Bell Mobility Inc., P.O. Box 5102, Burlington, ON, L7R 4R7`									
DEC2023		12-13-23	Telephone TURBO 1	12-30-23	\$28.49	\$28.49	01-03-150-007	Telephone	\$2,500.00	(\$721.91)
DEC2023		12-13-23	Telephone FIRE DEPT	12-30-23	\$43.33	\$43.33	01-03-150-007	Telephone	\$2,500.00	(\$721.91)
DEC2023		12-13-23	Telephone IPAD	12-30-23	\$28.52	\$28.52	01-03-150-007	Telephone	\$2,500.00	(\$721.91)
DEC2023		12-13-23	Telephone TURBO 2	12-30-23	\$45.81	\$45.81	01-03-150-007	Telephone	\$2,500.00	(\$721.91)
						\$146.15				
373	Parry Sound Ambulance Communication Service, 6 Albert Street, Parry Sound, ON, P2A 3A4									
DEC2023		12-06-23	Dispatch Services ACS - FIRE DISPATCH SERVICES	12-30-23	\$1,967.40	\$1,967.40	01-03-150-105	Dispatch Services	\$2,250.00	\$2,250.00
						\$1,967.40				
Total Fire Protection Services						\$2,113.55				
<u>Building Department</u>										
36	Bell Mobility Inc., P.O. Box 5102, Burlington, ON, L7R 4R7`									
DEC2023		12-13-23	Telephone CBO	12-30-23	\$34.04	\$34.04	01-04-170-007	Telephone	\$400.00	(\$208.94)
						\$34.04				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
838859		12-20-23	Vehicle Fuel - Gas CBO	12-30-23	\$64.96	\$64.96	01-04-170-141	Vehicle Fuel - Gas	\$1,000.00	(\$182.49)
						\$64.96				
Total Building Department						\$99.00				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<u>Protection to Persons and Property</u>										
36	Bell Mobility Inc., P.O. Box 5102, Burlington, ON, L7R 4R7'									
DEC2023	12-13-23	Miscellaneous BY-LAW	12-30-23	\$33.58	\$33.58	01-05-190-024	Miscellaneous	\$1,500.00	\$373.13	
					\$33.58					
Total Protection to Persons and Property						\$33.58				
<u>Transportation</u>										
36	Bell Mobility Inc., P.O. Box 5102, Burlington, ON, L7R 4R7'									
DEC2023	12-13-23	Telephone GREG	12-30-23	\$34.42	\$34.42	01-06-200-007	Telephone	\$1,400.00	\$449.52	
					\$34.42					
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
838233	12-15-23	Fuel - Diesel CLEAR DIESEL FUEL	12-30-23	\$2,809.41	\$2,809.41	01-06-228-142	Fuel - Diesel	\$65,000.00	\$7,357.06	
838859	12-20-23	Fuel - Gas F250	12-30-23	\$122.22	\$122.22	01-06-235-141	Fuel - Gas	\$6,000.00	\$924.53	
					\$2,931.63					
551	Ward Stoneman, ,									
DEC2023	12-18-23	Personal Protective Equipment Employee Allowance CLOTHING ALLOWANCE - PROTECTIVE CLOTHING	12-30-23	\$85.46	\$85.46	01-06-200-008	Personal Protective	\$500.00	(\$417.25)	
					\$85.46					
984	GHD LIMITED, 455 PHILLIP STREET, WATERLOO, ON, N2L 3X2									
735-0070151	12-04-23	Materials & Supplies VETERENS MEMORIAL	12-30-23	\$361.82	\$361.82	01-06-603-145	Materials & Supplies	\$0.00	(\$355.56)	
735-0070151	12-04-23	Materials & Supplies STEWARTS	12-30-23	\$361.82	\$361.82	01-06-680-145	Materials & Supplies	\$0.00	(\$361.82)	
735-0070151	12-04-23	Materials & Supplies INHOLMES	12-30-23	\$361.82	\$361.82	01-06-700-145	Materials & Supplies	\$0.00	(\$361.82)	
735-0070151	12-04-23	Materials & Supplies FORDS	12-30-23	\$361.82	\$361.82	01-06-701-145	Materials & Supplies	\$0.00	(\$355.56)	
735-0070151	12-04-23	Materials & Supplies GREY OWL	12-30-23	\$361.82	\$361.82	01-06-702-145	Materials & Supplies	\$0.00	(\$368.08)	
735-0070151	12-04-23	Materials & Supplies BLACKWATER	12-30-23	\$361.82	\$361.82	01-06-703-145	Materials & Supplies	\$0.00	(\$361.82)	
735-0070151	12-04-23	Materials & Supplies MOFFAT	12-30-23	\$361.82	\$361.82	01-06-704-145	Materials & Supplies	\$0.00	(\$361.82)	
735-0070151	12-04-23	Materials & Supplies HURDVILLE	12-30-23	\$361.82	\$361.82	01-06-705-145	Materials & Supplies	\$0.00	(\$506.18)	
735-0070151	12-04-23	Materials & Supplies BROADBENT	12-30-23	\$361.80	\$361.80	01-06-706-145	Materials & Supplies	\$0.00	(\$1,455.92)	
					\$3,256.36					
Total Transportation						\$6,307.87				
<u>Health Services</u>										
196	NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT, 345 OAK STREET WEST, NORTH BAY, ON, P1B 2T2									
DEC2023	12-01-23	North Bay Parry Sound Health Unit Annual Levy DECEMBER 2023	12-30-23	\$3,432.37	\$3,432.37	01-09-330-030	North Bay Parry Sound	\$40,956.92	\$3,432.37	
					\$3,432.37					

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
257	Town of Parry Sound, 52 Seguin Street, Parry Sound, ON, P2A 1B4									
DEC2023		12-18-23	EMS Ambulance Annual Levy LAND AMBULANCE - DECEMBER 2023	12-30-23	\$19,040.69	\$19,040.69	01-09-320-030	EMS Ambulance Annual	\$228,488.30	\$19,040.71
						\$19,040.69				
Total Health Services						\$22,473.06				

Parks and Recreation Facilities

469	Petty Cash, , , ,									
DEC2023		12-21-23	Recreation Programs	12-30-23	\$41.80	\$41.80	01-11-360-129	Recreation Programs	\$9,950.00	\$5,423.14
						\$41.80				
911	JAMES MCMURDO, 3 CENTRE ROAD, MCKELLAR, ON, P0G 1C0									
DEC2023		12-20-23	Materials & Supplies COOKIE SUPPLIES REC COMMITTEE	12-30-23	\$22.25	\$22.25	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
DEC2023		12-20-23	Materials & Supplies COOKIE SUPPLIES REC COMMITTEE	12-30-23	\$53.89	\$53.89	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
						\$76.14				
1284	DINAH RYELAND-BROWN, RECREATION COMMITTEE, , ,									
DEC2023		12-20-23	Materials & Supplies REIMBURSEMENT REC COMMITTEE - MOVIE NIGHT/KIDS CHRISTMAS PARTY	12-30-23	\$16.97	\$16.97	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
DEC2023		12-20-23	Materials & Supplies REIMBURSEMENT REC COMMITTEE - MOVIE NIGHT/KIDS CHRISTMAS PARTY	12-30-23	\$54.45	\$54.45	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
DEC2023		12-20-23	Materials & Supplies REIMBURSEMENT REC COMMITTEE - MOVIE NIGHT/KIDS CHRISTMAS PARTY	12-30-23	\$39.96	\$39.96	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
DEC2023		12-20-23	Materials & Supplies REIMBURSEMENT REC COMMITTEE - MOVIE NIGHT/KIDS CHRISTMAS PARTY	12-30-23	\$35.36	\$35.36	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
DEC2023		12-20-23	Materials & Supplies REIMBURSEMENT REC COMMITTEE - MOVIE NIGHT/KIDS CHRISTMAS PARTY	12-30-23	\$43.68	\$43.68	01-11-360-145	Materials & Supplies	\$3,000.00	(\$2,141.41)
						\$190.42				
Total Parks and Recreation Facilities						\$308.36				

**Township of McKellar
A/P Preliminary Cheque Run
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Community Centre										
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
180903		12-15-23	Materials & Supplies WATER/BLEACH	12-30-23	\$14.91	\$14.91	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
180903		12-15-23	Materials & Supplies WATER/BLEACH	12-30-23	\$31.53	\$31.53	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
						\$46.44				
469	Petty Cash, , , ,									
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$7.33	\$7.33	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$5.65	\$5.65	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$7.64	\$7.64	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$6.36	\$6.36	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$4.97	\$4.97	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Materials & Supplies CLEANING SUPPLIES	12-30-23	\$9.05	\$9.05	01-12-370-145	Materials & Supplies	\$1,000.00	(\$3,978.71)
DEC2023		12-21-23	Drycleaning	12-30-23	\$20.00	\$20.00	01-12-370-256	Drycleaning	\$100.00	(\$225.00)
DEC2023		12-21-23	Drycleaning	12-30-23	\$20.00	\$20.00	01-12-370-256	Drycleaning	\$100.00	(\$225.00)
						\$81.00				
554	Alex Herr, 17 John St, Parry Sound, ON, P2A 1R6									
DEC2023		12-18-23	Janitorial Contract CUSTODIAL CONTRACT - DECEMBER 2023	12-30-23	\$2,500.00	\$2,500.00	01-12-370-250	Janitorial Contract	\$31,200.00	\$3,700.00
						\$2,500.00				
Total Community Centre						\$2,627.44				
Cultural										
469	Petty Cash, , , ,									
DEC2023		12-21-23	Materials & Supplies 150TH COMMITTEE	12-30-23	\$9.16	\$9.16	01-13-385-145	Materials & Supplies	\$6,450.00	(\$23,158.87)
						\$9.16				
1128	SHEBE MANAGEMENT GROUP, P.O. BOX 264, NOBEL, ON, P0G 1C0									
DEC2023		12-21-23	Miscellaneous PAYMENT REMAINDER NEW YEARS EVE	12-30-23	\$763.20	\$763.20	01-13-385-024	Miscellaneous	\$57,500.00	\$26,233.65
						\$763.20				
Total Cultural						\$772.36				
Planning and Development										
1320	J.L. Richards & Associates, 343 Preston Street, Tower II, Suite 1000, Ottawa, ON, K1S 1N4									
116038		12-12-23	Planning Consultant Services OLT - 23 - 1175 APPEAL	12-30-23	\$1,937.97	\$1,937.97	01-14-400-021	Planning Consultant	\$38,000.00	\$36,542.47
						\$1,937.97				
Total Planning and Development						\$1,937.97				
Total Bills To Pay:						\$50,000.07				



Township of McKellar

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

Phone: (705) 389-2842

Fax: (705) 389-1244

ANNUAL BUILDING DEPARTMENT REPORT 2023

This report is issued pursuant to the requirements of Section 7(4) of the Building Code Act. Under the Act, the Township of McKellar is required to prepare a report annually containing information on the building permit fees collected, as well as costs of servicing building permits and enforcing the Building Code Act and the Building Code. Division C Part 1 (1.9.1.1) further directs the Municipality to distinguish between direct costs and indirect costs, as well to include in the report the balance of the reserves at year end, if applicable.

Direct costs of the administration and enforcement of the Act includes the review of applications for permits and inspection of buildings. Indirect costs of the administration and enforcement of the Act includes support from other departments, overhead costs etc.

The total fees collected under the Municipality's Building By-Law for the calendar year 2023 totaled \$112,124.73. The total for all direct costs was \$144,784.54, and the total for all indirect costs was estimated to be \$26,883.24 for a total of \$171,667.78. It should be noted that the Township of McKellar Building Department reserve currently is \$74,162.75.

Respectfully submitted by:

Chris Bordeleau, CBCO
Chief Building Official

Reviewed by:

Ina Watkinson – Clerk Administrator

Roshan Kantiya – Treasurer



Township of McKellar Report to Council

Prepared for:	Mayor & Council	Department:	By-law Enforcement
Date:	January 23, 2024	Report No:	BY-LAW-2024-01

Subject: By-law Report – September 2023 -December 31, 2023

Recommendation:

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

Summary:

DOG CALLS:

4 calls for dogs running at large/ lost.

- (1) Attended and retrieved dog and placed a notice on Social Media and owner located and attended to retrieve dog. Contacted Town of Parry Sound By-Law but as we don't have an agreement they were unable to assist and suggested social media posting.
- (2) Dogs were found by owner prior to attending.
- (3) Dogs were found by owner prior to attending
- (4) Dogs on Centre Road, found dogs, took pictures and pictures were posted on the Township's website. Owners located by concerned citizens and returned home.

All of the calls received were either dogs running at large or calls from owners who's dogs have run off. I have reviewed the Draft Dog By-Law that was previously proposed and I am working on recommendations and amendments to bring back to council.

NOISE COMPLAINTS

2 Calls/Inquiries:

- (1) Complaint of noise at a cottage on Mary Jane Lake, it was indicated to me that this is a known rental cottage. Spoke to the renters, they were apologetic and were unaware that the noise travels in the country and on the lake and agreed to turn down their music. The original complainant was satisfied with this and confirmed that no further issues.
- (2) Inquiry in regard to the "predator control device" on Centre Road, the caller inquired if farms are exempt, he understood after I confirmed it was for predator control. I will be looking more into this if further complaints arise.

STORAGE ON ROAD ALLOWANCE:

Single Call

- (1) Caller advising that a resident had his boats parked on the Township road allowance. Attended and spoke to the owner who advised she would speak to her husband and advise him that if it wasn't moved that further action would have to be taken, she understood. I attended the next day and it was moved. No further action.

ILLEGAL DUMPING- PRIVATE PROPERTY

Single call

- (1) Caller advising that someone attended his property and dumped multiple garbage bags full of household garbage on his property. The owner, however, did not see the garbage being dumped there or have any video surveillance of the area. He also contacted the West Parry Sound OPP, who I have also been in contact with and the investigation is ongoing.

FURTHER INFORMATION

I was booked in to take the "Foundations to Municipal By-Laws" training, however, I was on the waiting list and unfortunately did not make it onto the list. I am again on the list to take this commencing, Feb. 2, I will find out closer to the date to make sure that I made it onto this list.

In the meantime, I have been reviewing old files and speaking with other Municipal Enforcement officers to learn more about the enforcement side of the position. To date, I have been compliance focused with the complaints and compliance has been achieved in all instances that have been resolved.

Respectfully submitted by:

[Original Signed]

Tom Stoneman, By-law Enforcement Officer

Reviewed by:



Ina Watkinson, Clerk /Administrator

Attachments: None.



Township of McKellar Report to Council

Prepared for: Mayor & Council

Department: PLANNING

Date: January 23, 2024

Report No: PLN-2024-01

Subject: Annual Planning Activity Review for Year 2023

Summary

This report will provide a brief overview of the highlights, key achievements and challenges that the Township's Planning Department faced in 2023. The Township of McKellar is committed to providing excellent customer service with regards to aiding the ratepayer's with submitting planning applications and following up on consent application conditions.

Key Accomplishments

In the year 2023, the Planning Department received the following number of applications (*2022 shown as a comparison*):

	2023	2022
Consent Applications (<i>through the Parry Sound Area Planning Board</i>)	8	12
Minor Variance	13	0
Road Allowance Closure	5	0
Zoning By-law Amendments (<i>passed</i>)	3	1
Consent Agreement	2	1

Zoning and Land Use

A Request for Proposal was released in December 2023 to retain the services of a Registered Professional Planner (or Firm) to provide a review and new versions of the Township's Zoning By-law and Official Plan. Four (4) proposals were received and will be reviewed in early 2024.

Challenges and Solutions

Road Allowance Closures

In the past, applications to close and sell road allowances were not commonly filed with the Township. 2023 saw an influx of these applications with some to correct travelled portions of roadways on private lands and others as a benefit to abutting land owners. A road allowance closure policy and procedures did not exist as the request was not common. At the January 9, 2024 regular meeting of Council, By-law 2024-04 was passed to establish policies for the closure and sale of road allowances.

Parkland Dedication

The Township does not currently have a Parkland Dedication By-law. Staff will work to present this By-law to Council in 2024 to ensure proper processes are completed. It also gives applicants subject to this fee an idea of the process, potential cost and procedure ahead of time.

Pre-Consultation By-law

An example from 2023: A ratepayer looking into potential official plan amendment and zoning by-law amendment applications opted to start with a pre-consultation opposed to submitting a planning application right away. This practice was proven to work well as the potential applicant was made aware of the procedures, studies required and costs before submitting an application, by way of a planning memo from the Township's retained planner. This practice gives potential applicants a full view of what lies ahead in the process and what will be required of them. In this case, the applicant realized they needed to personally retain a planner to support them in the process, potentially saving time, money and frustration. A Pre-consultation By-law would make it mandatory for potential applicants to take this step prior to submitting an application.

Future Plans

Goals and Priorities for 2024

- Implementing the By-law to Establish Policies for the Closure and Sale of Road Allowances for future applications;
- Presentation/Passing of a Parkland Dedication By-law;
- Present a draft Planning Pre-Consultation By-law.

Planned Projects and Initiatives

- New Official Plan document ready to submit to the Ministry of Municipal Affairs and Housing for approval;
- New Zoning By-law to be presented to and passed by Council.

Strategies for Addressing Emerging Challenges

- Continue to respond in a timely matter to applicants to keep them informed;
- Continue to build a relationship with the Township's retained Planning Firm and foster a new relationship with the new Planning Firm with the Parry Sound Area Planning Board;
- Continue to work with Municipal partners to ensure Provincial and Municipal standards and practices are being met.

Conclusion

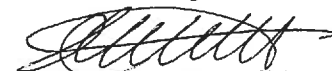
This year will potentially bring new planning documents to the Township strengthening existing and enforcing land use policies and zoning regulations. It ensures that development aligns with the community's vision and meets environmental, social, and economic needs. Other issues such as short-term rentals will also be addressed with the revision of the Township's previous planning documents.

Respectfully submitted by:



Karlee Britton
Deputy Clerk/Planning Assistant

Reviewed by:



Ina Watkinson
Clerk/Administrator

close until March 2024. Staff have reached out to Waste Connections to inquire if any preliminary work can be done, no response as of yet.

Non-Eligible Sources

(Retail, Industrial, Churches, Municipal Office, Campgrounds, Commercial)

CMO has announced in November 2023 that collection from non-eligible sources will no longer be part of the CMO collection system as of January 1, 2026. Strategies will need to be considered for post-transition.

The agreement has been forwarded to the Township's insurance company for review. It is important to have the insurance provider review the agreement as we are entering into an agreement with a third party and must ensure we have the proper insurance coverage. Additionally, liability has changed as the Blue box material is now the property of CMO and not the Township.

Staff recommend the agreement be forwarded to a solicitor for a legal review. It was confirmed that the Solicitor the Township commonly retains is familiar with these agreements. The firm itself has extensively worked with these agreements for other Municipalities. This is key as these agreements are common throughout the province and the solicitor will be able to quickly see commonalities and discrepancies in McKellar's agreement. Additionally, they are familiar with potentially items to negotiate with CMO, if any.

Financial:

Staff have been working with CMO to suitably compensate the Township for operating the Blue box depot. Although CMO will not disclose how they arrive at their compensation calculation, they do note that they are consistent with using the 2020 data call across the province as a basis for the compensation calculation. CMO makes their own assumptions and methodology when coming to an offer to the contractor to complete the work that is being contracted for. Therefore, they have claimed their offer will not change from the communicated \$2,201 a month for depot operations, which excludes hauling from that compensation.

The Datacall figures drastically fluctuated between 2019-2022 from as low as \$49,201.65 to the highest of \$86,023.86. The average of those 4 years is approximately \$68,300.00, which is close to the 2020 Datacall figure CMO is basing compensation on.

The Township's presumption of how the CMO compensation amount was calculated is as follows:

2020 Datacall	\$ 67,943
35% of the 2020 Datacall for Operations	\$ 23,780
Add 6% CPI	\$ 25,207 - divided by 12 monthly payments = \$2,101.00

Policies Affecting Proposal:


[O. Reg. 391/21: BLUE BOX](#)

Transfer Station By-law 2008-25 - No changes are currently required. Post transition (January 1, 2026) blue box material will need to be kept separate from eligible and non-eligible sources. That may need to be reflected in the By-law but its too early to tell as regulations may change before the Township's transition date.

Conclusion:

CMO is asking Municipalities transitioning in 2024 to execute the Depot Operations Agreement 90 business days prior to the transition date, for the Township this date is February 26, 2024. There is no formal date as to when Municipalities must execute the agreements, therefore providing the Township more time to review the agreement with a solicitor and the insurance company. Staff are regularly communicating with CMO and keep them updated on milestones.

Respectfully submitted by:



Karlee Britton, Deputy Clerk

Reviewed by:

[Original Signed]

Greg Gostick, Director of Operations

Attachments: Depot Operations Agreement (Number 2024-00-120)



**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 Arbitration 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.



Township of McKellar Staff Report

Prepared for: Mayor & Council

Department: Fire Department

Agenda Date: January 23, 2024

Report No: FD-2024-02

Subject: Purchase of Bunker Gear

As per previous discussions with council, this report is to inform of the purchase of 2 sets of Bunker Gear. One set of gear is to be immediately assigned to our firefighter recruit who has begun the recruit training program with our Mutual Aid group. The other set will be placed in the rotation and assigned as other gear ages out. This is in accordance with the agreement following the large purchase of gear which was necessary last year, to purchase 2 to 3 sets of gear each year, and prevent the need to make a large investment all at once in the future.

Respectfully submitted by:

Reviewed By:



Robert Morrison, CEMC/Fire Chief

[Original Signed]

Ina Watkinson, Clerk/Administrator

Attachments:



Township of McKellar Staff Report

Prepared for: Mayor & Council

Department: Fire Department

Agenda Date: January 23, 2024

Report No: FD-2024-03

Subject: Burn Permit Electronic Distribution and Notification System

Request:

It is requested that council consider for approval the implementation of an electronic burn permit system for the Township of McKellar.

The BurnPermits.com system is maintained by the same company FluentIMS as our current dispatch system Who's Responding. BurnPermits.com will allow for the integration of our permit system with our dispatch system thus providing the Fire and ByLaw departments with up to date information regarding the approval of Open Air Burning Permits within the township and their location.

Benefit:

By using the BurnPermit.com platform we create a tracking system for the issuance of burn permits within the township. When a person logs on to the BurnPermits.com site they will register their address, name, be presented with the regulations of obtaining a burn permit and the rules of Open Air Burning. In order to obtain a permit they must acknowledge and e-sign an acceptance document. This ensures that everyone starts the permit year with at least a single read of the rules and regulations of our township. Previously, we had no way of ensuring that it had been read. By acknowledging the regulations and signing we provide our Bylaw officer with the power of prior notice, there being no excuse for illegally burning at a permitted site because the owner has accepted responsibility for the burn.

From a Fire perspective we have an indication as to where on the property the resident intends to burn, we have contact information available to us via our mobile devices, and we have the ability to send out to every registered user information regarding Restricted Fire Zones, changes in Fire Danger Rating status (no longer needing to just rely on social media, and the roadside signs), and the ability to notify people in the event of a major emergency with pertinent information regarding safe routes of escape, shelters, severity of incidents.

Cost:

Cost of providing this system to residents - \$0
Cost to township – approx. \$1000

Process:

Residents will be required to register yearly for the summer permit, as our current bylaw does not necessitate a permit from November 1 to March 30.
Residents can enroll themselves online, or the Library staff will be briefed on how to help people register using the Library computers.
Residents who cannot do either of the above can contact the Fire Chief or front desk for assistance.

Conclusion:

It is the opinion of the Chief, having scene the effectiveness of permitting systems such as these in neighboring townships. This can and will be a very effective tool for the Fire and Bylaw departments to both enforce the rules surrounding burning in the township, but also communicate with the residents in a quick and effective manner.

Attachment:

BurnPermits.com package for review.

Respectfully submitted by:



Robert Morrison, CEMC/Fire Chief

Reviewed by:

[Original Signed]

Ina Watkinson, Clerk/Administrator



BurnPermits.com Information Package

Fluent IMS

PO Box 580,

Brockville, Ontario, Canada

1-855-358-3684

sales@fluentims.com

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01

OVERVIEW



BurnPermits.com was designed to:

- 1) Automate a typically paper-based system in order to reduce the amount of un-billable time spent distributing permits.
- 2) Aid in fire prevention through increased flow of communication between the fire department and the public.

By utilizing our burn permit system, you will not only be automating many of your tedious tasks, but you will also see a substantial increase in compliance by providing an online option.

Ultimately, public education and fire prevention are at the forefront of **BurnPermits.com!**

02

The Problem

Burn permit distribution and fire prevention can take up valuable time and effort. Whether it is manually reviewing mountains of paperwork or driving around the municipality to ensure all burn ban signs are in place.

Our integrative and automated system has proven to:

- Instantly free up time and boost productivity by eliminating paperwork and mundane administrative tasks;
- Give you real-time information about who is actively burning in your area;
- Raise overall compliance by providing an easy-to-use application process, making information easier to access;
- Substantially increase the number of permits distributed to the public;
- Reduce the amount of walk-in traffic in municipal buildings.



03

Key Features - Snapshot

1

Automated Call-In System

Residents call a local or toll free number from any phone and an automated system indicates the risk level status and allows residents to register their intent to burn. Every call is logged in our system and presented to you in the IMS Admin portal showing you who is burning.

2

Online Burn Registration

Every step of the permit registration process, from providing account details to making payments can be completed online. Residents can also register their intent to burn online rather than using the call-in system.

3

Burn Mapping

Your entire fire department, or specific members, can see at a glance where permitted burns are taking place, saving valuable time and manpower from going to waste on false alarms.

4

Customization

Our system can be modified to suit the needs of your fire department. If you have any additional data you require residents to provide (i.e., Township roll number), we can make it happen.

04

Key Features - Snapshot

5

Risk Level

Our system provides a means of informing residents of the current burn risk level and the proper guidelines for each level. In addition to this, the system makes it easy to communicate a burn ban via our mass notification feature.

6

Mass Notifications

BurnPermits.com makes it easy to communicate with your residents. You have the ability to send mass notifications to all account holders via text message, email or automated phone call.

7

Full Control

With our system, you gain the ability to prevent a burn from being registered during a ban. You also have the ability to revoke permits and prevent permits from being registered to specific areas of your township.

8

Top-Notch Security

Every part of the online system is protected. Our servers are located in a secure data centre, as well as protected with multiple layers of security so your resident's data is kept safe.

05

Flexible Plans to Suit Every Budget

You can decide whether you buy just enough credits for the permits and notifications you need – or whether you stock up and save for future use. The more you buy, the less each credit costs; and they never expire, so they'll always be there when you need them.

Credits Purchased	Base Price	Discount	Discounted Price
5,000	\$500.00	0.0%	\$500.00
10,000	\$1,000.00	2.5%	\$975.00
15,000	\$1,500.00	5.0%	\$1,425.00
20,000	\$2,000.00	7.5%	\$1,850.00
25,000	\$2,500.00	10.0%	\$2,250.00
50,000	\$5,000.00	20.0%	\$4,000.00
75,000	\$7,500.00	30.0%	\$5,250.00
100,000	\$10,000.00	40.0%	\$6,000.00

How Our Credit System Works

Public Website:	FREE
Inbound Call/Burn Registration:	1 Credit
Outbound Alert:	1 Credit
Automated Permit:	10 Credits

06

Key Features - In Depth

Automated Call-In System

Using BurnPermits.com, residents are required to call into the automated phone system before they burn. The reasoning is twofold:

1. It ensures that residents are receiving the most up-to-date information regarding the Municipality's risk level. Residents receive a clear message outlining what is expected of them during their burn.
2. Integration with Who's Responding and the Admin Portal. With every registered burn, an indicator will appear on a map, communicating to Fire Personnel that an active burn is taking place at a specific address.



07

Key Features - In Depth

Online Burn Registration

Residents may also register their intent to burn online.

The same information communicated to residents via the automated call-in system is provided online when they register their burn. Again, residents are informed of the risk level status and any other important information you deem necessary for the resident to agree to.

Mass Notifications

The Fire Chief or Designate can send out mass alerts to all residents/permit holders to provide vital information, at any time. You can also filter the mass alert by a variety of parameters in order to reach a targeted group of the population.

Residents can receive notifications via:

- Text Message;
- Email; or
- Phone Call.



08

Key Features - In Depth

Zoning

BurnPermits.com has the ability to restrict certain permit types based on geographic zone.

If there is a downtown core where no burning is allowed, or only certain types of permits are allowed, the system will communicate this requirement to the resident when they are completing their permit application.

Additionally, in the event that residents violate the terms and conditions of their permit, you can create a restricted zone around someone's address to prevent them from applying for permits in the future. These do not have to be viewable on the public website.



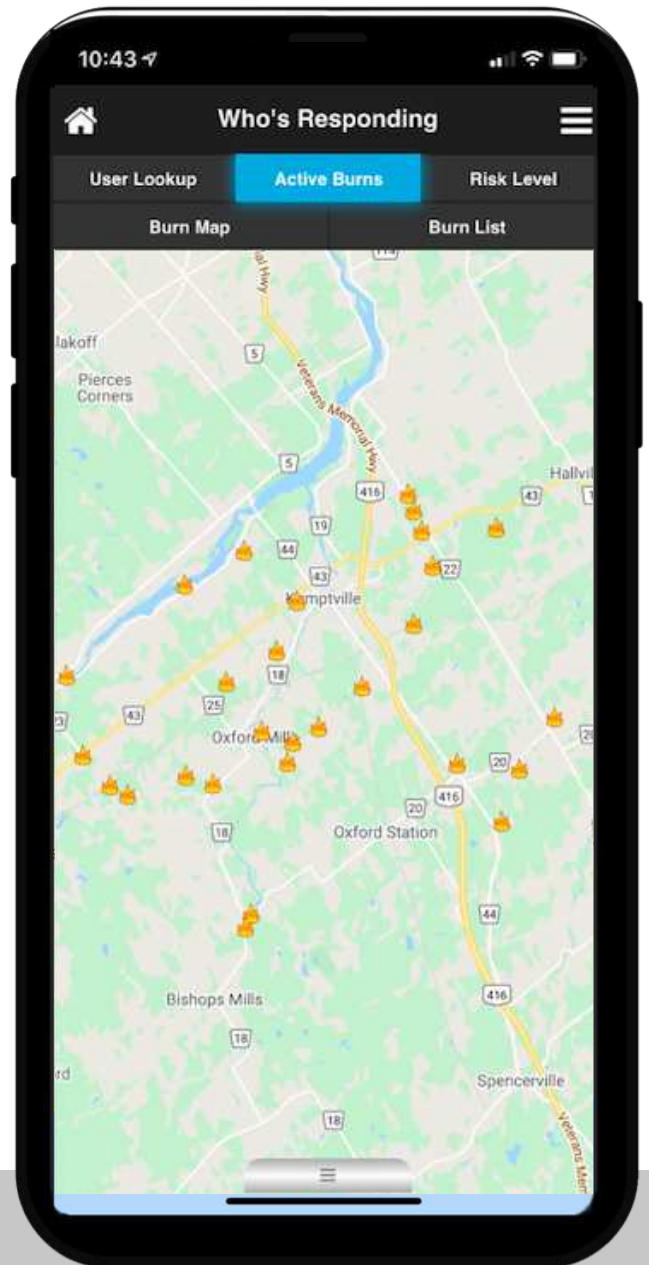
09

Who's Responding Integration

Valid Fire Personnel can search among all accounts for valid permits based on resident name, address or geographic area from their **Who's Responding App**.

Also, admins can change the risk level right from their phone without having to log into the admin portal. All information is saved and reflected back to the public through the automated call-in system and the public website.

Moreover, responding personnel can quickly get a visual of active burns in the area with access to the active burns map



10

Frequently Asked Questions



**Some of our residents don't have computers!
How do they use this system?**

They can come into the office and register just as they would before. You can enter their information into the system yourself through the IMS Admin Control Panel. They can then call in with their registered phone number whenever they are burning.

Can permits be submitted for approval before being issued?

Yes. Applications can be submitted for approval where residents will not be presented with a permit PDF until approval is received.

How can residents pay for their permits?

We have two options for accepting payment:

- 1) Square and;
- 2) PayPal

Residents can then pay with their credit card.

11

Frequently Asked Questions

The funds that are received through Square or PayPal, how are these handled?

We do not touch any of the funds that go through the payment processing system. The funds go directly from the resident to your Square or PayPal account. From your Square or PayPal account, you can transfer your funds to your municipal bank account with ease.



Are there any fees associated with Square or PayPal?

The payment processing provider will charge 2.9% + \$0.30 per transaction for any transaction completed through the online payment window.

Is the system capable of distributing free permits?

Yes. The system can accommodate free permits. The pricing measure can be easily changed if in the future you decide to start charging for permits.

12

Frequently Asked Questions

What do we need to do for the automated phone system?

We use a state-of-the-art cloud-based system to make and receive phone calls. We will provide a local or toll-free number. The phone system operates through a digital phone number, that uses the internet (VOIP). We take care of everything remotely, removing the need for additional hardware or phone lines.

What kind of alerts can be sent?

You can send an alert for anything you need to inform your residents of: when there is a change to the risk level, a ban is in effect, changes to pricing, promotions, etc. Residents will receive a text message, phone call or email with your message. You will also be able to control who receives the message by permit type, permit status, geographical location, etc.



13

Frequently Asked Questions

Can we use our existing phone number?

At this time, it is not possible to directly use an existing number with our system. We would recommend that you have calls to your existing number forwarded to the number that we assign you, and advise your residents to use the new number.

How customizable are the permits? Can we distribute more than one type?

Permits can be customized from the terms and conditions to the approval method to the varied prices. You can also have as many permit types distributed through the system as you need.

For mass alerting, are credits charged on a per person basis?

Credits are charged on a per notification basis. So, if a resident signs up to receive texts and emails, then it will cost 2 credits to alert them.



14

Frequently Asked Questions

Do residents need to renew their permits? How often?

The system is adaptable and can be customized to make the transfer to a new permit distribution method easy. If residents are required to renew their permit every calendar year or if permits expire after 2 weeks, **BurnPermits.com** will be able to support it.

Do residents need to create a new account every time?

No. Residents only need to create an account once. When they go back to renew their permit or get a new one, they simply log back into their account and go through the application process again.

Is there a free trial to determine if BurnPermits.com will suit our needs?

Absolutely! We want to ensure that **BurnPermits.com** is the best solution for you. We can create a demo account with full access to all features for your department.



15

Contact Us!



1-855-358-3684

Monday to Friday

8:30am - 5:00pm



sales@fluentims.com



www.burnpermits.com



[@whos_responding](https://twitter.com/whos_responding)



facebook.com/whosresponding

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-01

**Being a By-law to adopt a Conflict-of-Interest Policy
for all Personnel and Employees of the Township of
McKellar**

WHEREAS Section 223.2 of the *Municipal Act, 2001, S.O. 2001, c.25, as amended*, provides that municipalities may establish codes of conduct for Members of Council and local boards of the municipality; and

WHEREAS the Council of the Corporation of the Township of McKellar has enacted By-law No. 2023-54, being a By-law to adopt a Code of Conduct for Members of Council, Employees and Public Office Holders of the Township of McKellar, with third reading on September 5, 2023; and

WHEREAS Section 4.06.1 of By-law No. 2023-54 references the Municipal Conflict of Interest Act, which is applicable to members of Council; and

WHEREAS Council has deemed it appropriate and expedient to formally adopt a Conflict-of-Interest Policy that is applicable to not only members of Council but also to all Township personnel and employees;

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

1. **THAT** the Township of McKellar Conflict of Interest Policy for all Personnel and Employees of the Township of McKellar is hereby adopted as set out in Schedule "A" attached hereto and forming part of this By-law;
2. **THAT** the Township of McKellar Conflict of Interest Policy be posted on the Municipal website;
3. **THAT** the Township of McKellar intends that any section or sections of this By-law which may be held to be invalid shall be severable from the remainder, and not be deemed to have persuaded or influenced Council to pass the remainder of the By-law;
4. **THAT** this By-law shall come into force and effect on the date of final passing thereof.

READ a FIRST and SECOND time this 23rd day of January, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

READ a THIRD time and **PASSED** in **OPEN COUNCIL** this 23rd day of January, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

Schedule 'A' to By-law 2024-01

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CONFLICT OF INTEREST POLICY

1.0 Policy Statement: Employees of the Township of McKellar are expected to conduct themselves with personal integrity, ethics, honesty, courtesy and diligence in performing their duties for the organization. Employees are required to support and advance the interests of the organization and avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the Township.

2.0 Application: This policy applies to all Township of McKellar employees. The standards outlined in this policy are particularly relevant to employees who are in a position to make or influence decisions of the organization. The terms 'township', 'municipality', 'organization', 'corporation' are used interchangeably in this policy document.

3.0 Definitions:

"A conflict of interest" refers to a situation in which private interests or personal considerations may affect an employee's judgement in acting in the best interest of the Township of McKellar. It includes using an employee's position, confidential information or corporate time, material or facilities for private gain or advancement or the expectation of private gain or advancement. A conflict may occur when an interest benefits any member of the employee's family, friends or business associates.

"Confidential information" means information that is not available to the public and that, if disclosed, could result in harm to the Township or could give the person to whom it is disclosed an advantage.

"Employee" shall mean direct employees of the Corporation of the Township of McKellar, whether full-time, part-time, contract (including employees of staffing agencies) or casual (including students and volunteers). It also includes appointees to Township advisory boards and committees, unless those boards and committees have separate corporate existence.

4.0 Special Treatment: Employees are not allowed to use their positions to give anyone special treatment that would advance their own interests or that of any member of the employee's family, their friends or business associates.

5.0 Receiving Fees or Gifts: Employees may not accept gifts, money, discounts or favours including a benefit to family members, friends or business associates for doing work that the Township pays them to do. The exceptions to this are promotional gifts or those of nominal value (e.g. coffee mug or letter opener with the Township's logo or the occasional lunch.)

6.0 Outside Work or Business Activities: Employees may not engage in any outside work or business activity:

- (a) that conflict with their duties as Township employees;
- (b) which use their knowledge of confidential plans, projects or information about holdings of the corporation;
- (c) that uses in the employment or undertaking any Township premises, equipment or supplies; and
- (d) that will, or is likely to, negatively influence or affect them in carrying out their duties as Township employees.

7.0 Using Township Property: Employees may not use, or permit the use of, items of township property, facilities, equipment, supplies or other resources for activities not associated with their work. Any exceptions to this must be expressly approved by Council.

8.0 Confidential Information: Employees may not disclose confidential or privileged information about the property, or affairs of the municipal corporation, or use confidential information to advance personal or others' interests. Employees cannot divulge confidential or privileged information about the township's employees without those employees' written authorization.

9.0 Note on confidential information: The rule against giving out confidential information does not apply to an employee who alleges wrong doing on the part of the Township or its Council members, officers, employees, agents or contractors - as long as the disclosure of such information is not frivolous, vexatious or slanderous - and making the disclosure serves the public interest and is made in accordance with the provisions of this policy. This reporting of wrongdoing is known as whistle-blowing.

10.0 Financial Interest: Employees who knowingly have financial interests in a Township contract, sale or other business transaction, or have family members, friends or business associates with such interests, must not represent or advise the Township in such transactions.

11.0 Guidelines for Management and Professional Staff: Some positions in the organization are more susceptible than others to conflicts of interest. The following two sections are specifically for **senior staff and department heads described below** who give professional advice or assistance, or who work on program policies or budgets. These sections also refer to employees in confidential positions working with the above-mentioned staff. **These positions include: Clerk/Administrator, Treasurer, Director of Operations, Chief Building Official, Fire Chief, By-law Enforcement Officer and Deputy Clerk.**

12.0 Representing Others: Staff described in the paragraph above may not appear before Council or a Township committee on behalf of a private citizen other than himself/herself, his/her spouse, his/her parents, or his/her minor children, where the employee is either paid, or is involved in any way in the issue/policy.

13.0 Appointments: Staff who hold positions described above may not seek or accept appointment to a Township committee or board (except in the capacity of a Township employee) and require permission from Council before accepting appointments to other municipal, provincial or federal commissions, boards and committees. Staff who hold positions as board members on community agencies that deal with issues related to their work at the Township should inform Council of their appointments. When agency issues arise that place them in actual or potential conflict with Township policy or procedures, they should declare a conflict of interest.

14.0 Requirement to Report Conflict of Interest: If employees or their family members, friends or business associates have a personal or financial interest that might present a conflict or bias in connection with their duties as Township employees, they must report this conflict to Council in writing.

15.0 Reporting a Conflict of Interest: When an employee reports a conflict of interest to Council in writing, a copy is forwarded to the **Clerk/Administrator**. If an employee alleges wrong doing on the part of the Township or its Council members, officers, employees, agents or contractors he/she should report this in writing directly to the chief administrative officer.

16.0 Failure to Comply With the Policy: Employees who fail to comply with this policy are subject to disciplinary action up to and including dismissal.

17.0 Implementation: Managers and supervisors must make the policy available to all employees and must discuss the entire policy with their employees and highlight any of the rules that have particular relevance, given the nature of the employees' work. Managers and supervisors who need assistance interpreting rules and how they apply to specific situations must talk to their Council. Serious consequences may result from the contravention of this policy. Employees should check with management if they need assistance in interpreting whether a situation they have experienced or are confronting puts them in a conflict-of-interest situation.

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-03

**Being a By-law to Adopt a Human Resources Policy
and Procedure**

WHEREAS Section 270 (1) of The Municipal Act 2001 as amended requires a municipality to adopt policies with respect to the hiring of its employees; and

WHEREAS the Council of the Corporation of the Township of McKellar deems it necessary and in the public interest to implement a Corporate Hiring Policy;

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

1. **THAT** the policy and procedures contained within Schedules 'A' and 'B' constitute this By-law.
2. **THAT** By-law 2004-24, including any amendments, are hereby repealed;
3. **THAT** this By-law shall come into force and take effect upon passage by Council.

READ a **FIRST** and **SECOND** time this 23rd day of January, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

READ a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 23rd day of January, 2024.

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

Schedule 'A' to By-law 2024-03

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1. Policy

- (a) The Township of McKellar is an equal opportunity employer and will not discriminate in the hiring process for reasons protected under the *Ontario Human Rights Code*, such as but not limited to age, sex, race, creed, colour, marital status, ethnic or national origin, ancestry, place of origin or place of residence, sexual preference, political or religious affiliation or disability as such terms may be defined in the *Ontario Human Rights Code*. [Human Rights Code, R.S.O. 1990, c. H.19 \(ontario.ca\)](#)
- (b) Employment decisions are based on an individual's qualifications and competencies focusing on skills, training and overall ability to perform the work. Persons with disabilities will be considered for employment on the basis of their capability for a particular position. Disabilities which do not interfere with performance shall not disqualify if they do not constitute a hazard to the Municipality or its employees.
- (c) The employees recognize and acknowledge that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the employees acknowledge that it is the exclusive function of the Employer to:
 - (i) Maintain standards, order, discipline and efficiency;
 - (ii) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, contract out work and, for just cause, suspend, discharge or otherwise discipline employees;
 - (iii) Determine the nature of business conducted by the Employer, the methods and techniques of work, the schedules of work, and the number of personnel to be employed;
 - (iv) Make studies of and to institute changes in jobs and job assignments;
 - (v) Make and enforce and alter from time to time rules and regulations to be observed by the employees, which will be provided to the employees five (5) work days in advance of the implementation.
- (d) In the exercise of employment duties, employees may acquire knowledge of the Township's operations, client lists, processes and other confidential information and documents which are the property of the Township and which it is entitled to protect. All employees must agree not to retain, reproduce, disclose, publish or use any confidential information related to the private or confidential affairs of the Township of McKellar either during their employment or after the employment ends, unless the employee is required to do so by law, in accordance with the [Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 \(ontario.ca\)](#).

2. Definitions

- (a) **RELATIVE** means any person who is a spouse, child, sibling, niece, nephew, parent or grandparent of an employee, member of council or local board member or is related by marriage and includes in-laws, individuals who were previously married and are presently divorced, or whose relationship with the employee, councillor or local board member is similar to that of persons who are family members or are related by marriage.
- (b) **EMPLOYER** means the Corporation of the Township of McKellar.

EMPLOYMENT STANDARDS ACT means the *Employment Standards Act, 2000*, S.O. 2000, c.41, as amended from time to time.
[Employment Standards Act, 2000, S.O. 2000, c. 41 \(ontario.ca\)](#)

3. Wages

- (a) Employees engaged by the Corporation of the Township of McKellar shall be classified as follows:
 - (i) Permanent Full-Time Employee – an employee whose job status will be continued indefinitely, and works the hours of a regular work day or a regular work week set by the Council. Wages/Salary will be determined by Council and expressed in hourly, weekly or annual terms. These are to be reviewed annually and may be adjusted on the basis of inflation factors, seniority and/or merit.
 - (ii) Part-Time Employee – an employee employed casually, short term or temporarily (called into work by the Employer when their services are required), seasonally (an Employee who normally works no more than six [6] consecutive months), or on a regular basis (permanent) who works less than thirty-two (32) hours per week. Wages/Salary will be determined by Council and expressed in hourly terms. These are to be reviewed annually and may be adjusted on the basis of inflation factors, seniority and/or merit.
- (b) The Council shall give each employee a wage statement every two weeks (26 pay periods), for the previous pay period, showing the hours worked, the rate, the gross wages, the amount of deductions and the net amount paid to the employee.
 - (a) The employees will be paid such remuneration as is set from time to time by resolution of Council.
 - (b) Equal pay for equal work shall be observed as per the *Employment Standards Act, 2000*, except when the rate of pay is based on seniority, merit, or any other factor other than sex.

4. Hours of Work

- (a) It is understood and agreed that the following list is to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules, pay or benefits.
- (b) “Regular rate” shall mean the wage rate for an hour of work in a regular non-overtime work week.
- (c) The regular hours will be as follows:
 - (i) Office 8:30 a.m. – 4:30 p.m. Mon. to Fri.
8 hrs./day inclusive of a one (1) hour lunch. 30 minutes of the lunch is paid, for a total regular work week of thirty-seven and one-half (37 ½) paid hrs./week. Lunch hours are staggered so that the Office is always open to the public (in-person, email, telephone, etc.) throughout the work day.
 - (ii) Public Works 8:30 a.m. – 4:30 p.m. Mon. to Fri.
8 hrs./day 40 hrs./week
8 hrs./day inclusive of a thirty (30) minute paid lunch.
 - (iii) Waste Disposal

Hours worked are to be the hours the Transfer Station is open. Hours are subject to change by resolution of Council, however this is done infrequently and adequate notice shall be provided to the attendant.

6-10 hrs./day inclusive of a (30) minute paid lunch.

From April 15th to September 15th the attendant is required to work statutory holidays, paid at 1.5x their regular wage. No day-in-lieu will be given.

If Remembrance Day (paid holiday, not statutory) falls on a day the Transfer Station is open, attendant is required to work that day, paid at 1.5x their regular wage. No day-in-lieu will be given.

- (d) "Overtime" is defined as any time in excess of an employee's regular work week. All overtime must be approved by the employee's supervisor prior to being worked. Overtime shall be calculated weekly for office employees at a rate of time and a half the regular rate for all hours exceeding 44 hours per week, and for the public works crew at a rate of time and a half the regular rate for all hours exceeding 48 hours per week.
- (e) Overtime benefits apply to full-time, part-time and student employees.
- (f) Compensation for overtime shall be given as time off at the discretion of Council. Where an employee works on a public holiday, the hours the employee works on a public holiday shall not be taken into consideration in calculating any overtime pay to which the employee is entitled for the work week in which the public holiday occurs. Salaried employees are not entitled to overtime.

5. Benefits

- (a) The following employee benefit plan shall be in effect as of October 1, 2019 for Permanent Full Time and Permanent Part Time Employees:
 - (i) Health & Wellness Benefits;
 - (ii) Long-term Disability, Life Insurance and Critical Life Insurance;
 - (iii) Enrollment in OMERS (Ontario Municipal Employees Retirement System);
 - (iv) Public Works employees, By-law Enforcement Officer and the Chief Building Official shall be entitled to a clothing/boot allowance of \$400.00 per year for Hi-Vis work clothing and CSA approved work boots.
- (b) Council may, by resolution, provide such other employee benefits as it sees fit.

6. Sick Leave

- (a) Sick leave credits apply to permanent full-time employees and will accumulate on the basis of one (1) day per month during each year of the employee's employment effective December 1, 2010. Previously accumulated sick leave credits and accumulated continuous employment service shall be used in the calculation and implementation of this policy.
- (b) Employees must provide a doctor's certificate from the attending physician if absent for more than three (3) consecutive work days.
- (c) Sick leave credits may accumulate during the term of employment, less the number of days lost on account on illness. After a minimum of ten (10) years of continuous employment and upon termination of employment, an employee shall be entitled to twenty (20) percent of the unused portion of accumulated sick leave credits to a maximum of 120 days, rising two (2) percent for each additional full year of service to a maximum of fifty (50) percent divided by 120 multiplied by the annual salary at the time of employment termination. For the purpose of this policy, salary shall be calculated as the hourly rate times thirty-seven and one half/forty hours times fifty-two weeks. ~~The R.R.S.P. benefit shall not be included in the calculation of the sick leave credit termination payout.~~

7. Vacations

- (a) The vacation year will be deemed to run each year from January 1 to December 31.
- (b) A "vacation week" shall commence on a Monday and end on a Sunday, and all vacations shall mean a calendar week of seven days with five days pay at regular wage rate.

- (c) Vacations will be taken at a time which is mutually satisfactory to both the employee and Council/Director of Operations/Clerk Administrator.
- (d) It is the intention that full-time employees shall have time off as vacation. Therefore, there shall be no option to provide payment in lieu of actual vacation time off, except in cases of termination settlement.
- (e) Except in case of emergency, no employees shall be required to work during their scheduled vacation.
- (f) Annual vacation earned shall be taken with the current year, unless otherwise authorized by resolution of Council.
- (g) Employees may receive any pay cheques which fall due during their vacation period on the last working day prior to the commencement of their vacation provided the Clerk has been given sufficient notice of vacation.
- (h) An employee terminating his/her employment at any time in a year who has vacation time accrued shall be entitled to payment on a percentage basis according to the Employments Standard Act.
 - a. All permanent full-time employees shall receive an annual vacation with pay during the vacation year in accordance with credited service as of the anniversary date of hire as follows:
 - b. Vacation time can be used after the employee's probation period has ended.
 - c. Within the first calendar year of employment, the employee shall earn a maximum of ten (10) days per year. Each vacation year thereafter, ten (10) days vacation shall be provided until the anniversary year of employment reaches the number of years required to receive additional time:
 - (i) a maximum of ten (10) days for the first calendar year.
 - (ii) Five (5) years of service – (15) working days.
 - (iii) Nine (9) years of service – (20) working days.
 - (iv) Thirteen (13) years of service – (22) working days.
 - (v) Fifteen (15) years of service – (25) working days.
 - (vi) Twenty (20) years of service – (30) working days.

An additional day will be added per year after 20 years of service.

- (i) For scheduling purposes, the Public Works Department shall take vacations earned, in one or more one-week periods as defined in 7 (b) and subject to 7(h) and 7 (i) unless otherwise authorized by resolution of Council.
- (j) Each Public Works employee shall give four weeks notice to the Director of Operations prior to taking his/her annual vacation or part thereof. The Director of Operations shall notify Council of same.
- (k) Part-time (casual, seasonal, temporary) employees are eligible to receive four percent (4%) vacation pay in lieu of vacation time, in accordance with the *Employment Standards Act*.

8. Absences

- (a) Any authorized leave of absence does not cause a break in an employee's service with the municipality.

- (b) Office staff who will be absent must notify the Mayor and Clerk/Administrator, preferably prior to the absence, but, in the case of an emergency, at the time of the absence. The Clerk Administrator must notify the Mayor if absent or plans to be absent from the office for whatever reason. Public Works staff who will be absent must notify the Director of Operations who in turn will notify the Mayor in a timely manner.
- (c) The Council may, in its discretion, grant a leave of absence with or without pay and for a period not exceeding five (5) consecutive days to any employee for personal reasons.
- (d) A paid leave of absence of up to five (5) days may be granted to any employee for the purpose of making arrangements for and/or attending the funeral of a member of his/her immediate family. The immediate family shall consist of the employee's spouse (including common-law), son, daughter, mother, father, brother, sister, grandparent, mother-in-law, father-in-law.
- (e) Up to three (3) day paid leave of absence may be allowed for the death of the following relatives not covered in (d) above: niece, nephew, sister-in-law, brother in-law, aunt, uncle, first cousin or grandparent-in-law.
- (f) A paid leave of absence will be granted to any employee who serves or attends as a juror or witness in any Court of Law provided the employee is not a party to the proceedings and remits to the municipality any fees received for such service or attendance.
- (g) Maternity and parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act, 2000, S.O. 2000*, as amended from time to time.
 - (a) When an employee is granted pregnancy/parental leave the Employer shall continue to carry the medical and welfare benefits of the employee.
- (h) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications where specifically requested by the Employer.
- (i) An employee injured in the course of duty will have his compensation received from the Workers' Compensation Board supplemented from his sick leave credits so that he will receive full wages until such time as his sick leave credits are exhausted or his employment terminates.
- (j) Termination of employment shall be exercised in accordance with the terms set out in the *Employment Standards Act, 2000, S.O. 2000*, as amended from time to time.

9. **Holidays**

- (a) Paid holidays each year are: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day
- (b) Section (a) will apply to full-time, part-time, and student employees who have worked their regularly scheduled days of work before and after the public holiday.
- (c) Remuneration for hours worked on a Public Holiday shall be calculated in accordance with the Employment Standards Act.
- (d) When a specified holiday falls during the vacation period of an employee, one additional day shall be granted at a time convenient to the Council and the employee.
- (e) Where an employee works on a public holiday, Council may, with the agreement of the employee, substitute another working day for the public holiday which day

shall not be later than ninety (90) days from the public holiday, and the day so substituted shall be deemed to be the public holiday.

- (f) The provisions of the Employment Standards Act shall govern in all circumstances.

10. **Employment Contract/Agreement**

- (a) In the case of employees who are hired under the terms of an employment contract or agreement, the terms of the employment contract or agreement shall govern, although it is the Employer's right to present any new employment contract or agreement for the employee to negotiate.

11. **Hiring**

- (a) All vacancies will be advertised, as a minimum, within the Corporation, on the Township website allowing at least ten (10) days for reply by prospective candidates.
- (b) Unless Council determines otherwise, all selected applicants will be interviewed by the full Council and will receive word of their acceptance or rejection for the position by telephone and then by a follow-up letter as soon as possible after selection has been made.
- (c) For special projects, the Director of Operations and/or the Clerk Administrator may hire casual or short term temporary help for a maximum of two weeks provided notification is given to Council.
- (d) (i) All new employees may be required to provide a copy of a current criminal record check and a current copy of their Provincial driving record may also be requested where it is a necessary qualification for the position prior to commencing employment. Additionally, vulnerable sector screening may be required.

(ii) The Township may permit a new employee to begin working before all background checks are satisfied, but this will not constitute a waiver of the condition. Should the Township subsequently receive unsatisfactory results with respect to any outstanding check, the new employee's employment will be deemed to be immediately terminated for cause.
- (e) It will be the Supervisor's responsibility to ensure that new employees receive worksite Health and Safety training and to ensure that they have received general Health and Safety training as well.
- (f) It will be the Supervisor's responsibility to ensure that new employees receive a proper orientation and adequate training in order to commence duties in their new position.
- (g) All new employees, dependent upon the length of employment, are subject to a six (6) month probation period which may be extended or reduced at the sole discretion of Council. The Township may terminate employment at any time during the probationary period without notice, pay in lieu of notice or severance of any kind, subject only to any entitlement that may be required by the *Employment Standards Act*, 2000, S.O. 2000, as amended from time to time.

12. **Hiring of Relatives**

- (a) No employee, member of Council or local board member will participate in the hiring of; discipline of; or discussion of an employee; and/or in the voting on any issues directly related to an employee to whom he or she is a relative.
- (b) It is the responsibility of the employee, member of Council or local board member to declare, in advance, a possible conflict in the case where an individual being considered for a position, is a relative.
- (c) No employee, member of Council or local board member may be in a position responsible for the handling of confidential material related to the performance or evaluation of an immediate relative.

- (d) An employee cannot be hired to a position that would result in a direct reporting relationship between relatives. In instances where a conflict or the potential for a conflict arises, even where no supervisory relationship exists, the parties may be separated by reassignment.

13. **Seniority**

- (a) “Seniority” shall mean the length of service, continuous or broken, an employee has been employed by the municipality.
- (b) Seniority shall be retained but not accumulated when an employee is granted a leave of absence by Council not exceeding six (6) months.
- (c) All employees will serve a probationary period of six (6) months, unless Council by resolution determines otherwise for valid reasons. Appointment to regular staff and the seniority list will be conditional upon reports by Department supervisors of satisfactory service which will be kept on file at the office.

14. **Severability**

Should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the provisions so declared to be invalid.

15. **Training Courses**

- (a) The employer will make training available for employees for the purpose of acquiring new skills that the Employer determines to be necessary for the position or to gain knowledge/training for other positions within the Municipality.
- (b) Employees will complete an (optional) Employee Development Profile (Schedule “B” to By-law 2024-03) by December 31st of each year to identify training opportunities. The Employee Development Profile will be reviewed in January of each year so it may be included in the current year’s draft operating budget for Council’s approval.
- (c) Council approved training included in the annual budget will be paid (100%) by the Employer. If the employee is terminated or is no longer employed by the Municipality, the Employer may invoice the person up to three (3) years for training courses paid by the Municipality up to a limit of \$1,500.00.
 - (i) **Correspondence Training for Professional Development**
This training is conducted online, not during working hours and employees are not compensated for their training hours.
 - (ii) **Training to Maintain Professional Accreditation**
This training is provided as a requirement of the employee’s current position on Township Property or away at a Training Facility. Applicable costs include, mileage, hotel and accommodations (if required). Employees are compensated for their training hours.
 - (iii) **Cross Training**
This training is completed during working hours and facilitated by staff, as time allows. If an employee is receiving training for a position that is of a higher pay grade, the employee will receive remuneration at the rate of their current position during training hours. If the employee accepts the interim role and is at a higher level, the employer shall pay the employee a salary appropriate to that level position for the duration of the assignment.

17. Remote Work

The following positions are eligible to work remotely:

- (i) Clerk/Administrator
- (ii) Treasurer
- (iii) Chief Building Official
- (iv) Deputy Clerk
- (v) Fire Chief
- (vi) Market Manager

The employee working remotely may request their immediate supervisor of their intent and of the reason for the remote work. Each department will make its own work decisions and be responsible for measuring the success of the results.

The Township shall supply equipment for the above-mentioned positions to perform remote work. The equipment shall remain property of the Township and shall be returned upon request or upon departure of the employee. Employees must understand that the Municipality can access the Township owned equipment, or ask for its return at any time.

For security reasons, remote work shall not be conducted in public places or through public wifi connections. The employee that is working remotely will be conducting such work in a room where there are no other persons. This is to ensure that any confidential information is protected.

By way of Direction from Council, Council may revoke working from home privileges if work is not being completed or time is not being used in an efficient manner, as recommended by the Employee's supervisor.

Schedule 'B' to By-law 2024-03



Township of McKellar Employee Development Plan

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

Schedule "B" to By-law 2024-03

Year: 20____

NAME:	
POSITION:	
DEPARTMENT:	
SUPERVISOR:	

CAREER AND/OR ACADEMIC GOALS

GOALS	ACTION STEPS	TIMEFRAME

PERFORMANCE EVALUATION (SELF ASSESSMENT)

Performance Measurement	Excellent	Very Good	Achieves Expectations	Needs Improvement
Verbal Communication				
Written Communication				
Quality of Work				
Organization				
Team Skills				
Multitasking Abilities				
Professionalism				
Time and Attendance				

PERFORMANCE LIMITING FACTORS

Factors	Very Limiting	Somewhat Limiting	Neither	Not a Limiting Factor
Workload				
Work/Life Balance Culture				
Employee Communications				
Technology				
Training/Education				
Other:				
Other:				
Other:				

What is your biggest achievement(s) this year?

What has been the most challenging aspect of your work this past year and why?

What skills do you have that you believe we could use more effectively?

What are the ideal working conditions to be the most productive?

What do you like the most about your current position?

Signature of Employee & Date

Signature of Employee's Supervisor & Date

Comments from Supervisor:



22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
		Deerfield-Bay Road Upgrades	Public Works & Clerk's Dept.	Public Meeting to be held in Spring 2024 to inform residents and the public on information gathered by the Engineer.
Sept. 13/22	22-353	Agreement with Cogeco Cable	Deputy Clerk	Cogeco starting internal process for asset disposal (Dec. 19/23) Will forward the Asset Purchase Agreement to transfer the tower ownership to the Township in 2024.
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.
Sept. 19/23	23-646	By-law 2023-66 Being a By-law to Regulate the Speed of Motor Vehicles on Certain Highways within the Municipality	Public Works / Clerk's Dept.	Signs are ordered, not yet received. The By-law will be presented when Public Works has a window of time to install the signs.
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	Sample of the permit to be circulated to Council when sample printed.
Jan. 9/24	24-015	By-law 2024-01 Conflict of Interest Policy for all Personnel and Employees	Deputy Clerk	Add definition of "Employee" to include Committee Members. On agenda for Jan. 23/24
Jan. 9/24	24-017	By-law 2024-03 Adopt a Human Resources Policy	Deputy Clerk	Changes made and draft By-law to be presented Jan. 23/24.
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.

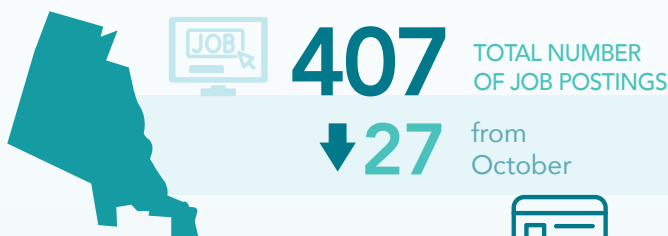
MONTHLY JOBS REPORT

NOVEMBER 2023

The Labour Market Group
Guiding partners to workforce solutions.

NIPISSING DISTRICT

There were 407 job postings recorded for Nipissing District in the month of November. For the ninth consecutive month this figure represented a significant year-over-year decrease; -21.4% (-111) in job postings, with November 2022 seeing 518 recorded job postings. With regards to the month-over-month change the November 2023 total was slightly lower; -6.2% (-27), from the October total of 434 recorded job postings. This drop is likely attributed to normal seasonal trends for the district as the winter months approach. 217 unique employers posted jobs in November; a notable decrease; -13.9% (-35) from the October figure of 252. Similar to the job posting total mentioned above the employer figure is notably below; -13.5% (-34), the year-over-year November total which was 251 in 2022.



OF THE 407 JOB POSTINGS



100%

Collected from online sources.



11.5%

(47) Requiring a bilingual individual.

19.7%
(80) Criminal Record Check



For postings that listed an annual salary.



\$70,278.60/year
AVERAGE



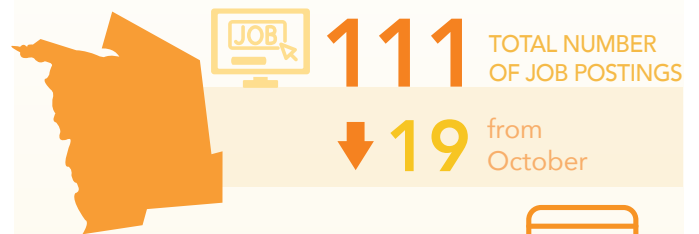
\$26.25
HOURLY WAGE

The average hourly wage in November for those postings which listed one.

Of the 141 postings which listed an hourly wage 10.6% (15) were listed at the provincial minimum wage of \$16.55/hour.

PARRY SOUND DISTRICT

There were 111 job postings recorded for the Parry Sound district in the month of November. This figure is a notable decrease; -14.6% (-19) from the previous month's figure of 130. Despite this month-over-month increase November was the ninth consecutive month which saw a decrease; although only minor this month, -5.9% (-7), in the year-over-year comparison with November 2022 seeing 118 recorded job postings. 65 unique employers posted jobs in November which is slightly above; +10.6% (+6) the November 2022 total of 59.



OF THE 111 JOB POSTINGS



100%

Collected from online sources.



4.5%

(5) Requiring a bilingual individual.

19.8%
(22) Criminal Record Check



For postings that listed an annual salary.



\$62,500.00/year
AVERAGE



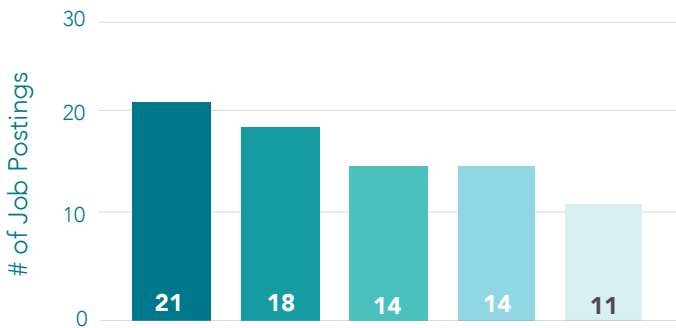
\$27.71
HOURLY WAGE

The average hourly wage in November for those postings which listed one.

Of the 61 postings which listed an hourly wage 3.3% (2) were listed at the provincial minimum wage of \$16.55/hour.

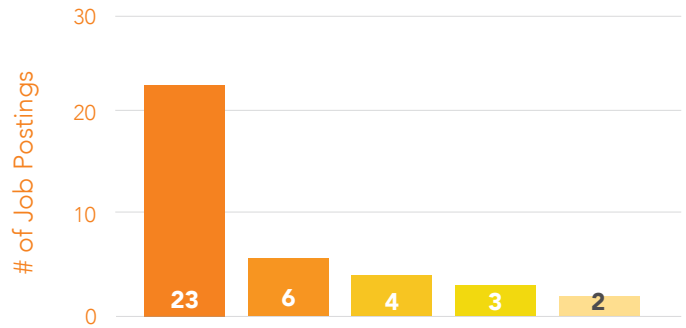
TOP 5 EMPLOYERS POSTING JOBS

-  North Bay Regional Health Centre
-  Canadore College
-  Near North District School Board
-  Voyageur Aviation Corp
-  Ontario Northland



TOP 5 EMPLOYERS POSTING JOBS

-  West Parry Sound Health Centre
-  Near North District School Board
-  District of Parry Sound Social Services Administration Board
-  Canadian Mental Health Association - Muskoka Parry Sound Branch
-  14 Tied with



TOP 5 INDUSTRIES HIRING (NAICS)

1 **21.4%**
of all job postings

Health Care & Social Assistance (NAIC 62)



Top 5 Positions

- 8** Social Service Worker / Case Manager
- 6** Registered Nurse
- 5** Early Childhood Educator / Assistant
- 4** Cleaner / Housekeeper
- 4** Speech-Language Pathologist

- 2** 14.5% : Retail Trade (NAIC 44-45)
- 3** 13% : Educational Services (NAIC 61)
- 4** 9.1% : Transportation & Warehousing (NAICS 48-49)
- 5** 6.9% : Accommodation & Food Services (NAICS 72)

The Health Care and Social Assistance (NAICS-62) industry saw the greatest number of job postings in November with 21.4% (87) of the overall share each amongst all major industry classifications. The largest month-over-month increase in posting share of +2.4% occurred within the Transportation and Warehousing (NAICS-48-49) industry; representing 9.1% (22) of the November postings. In contrast the Construction (NAICS-23) industry experienced the largest month-over-month decrease of -2.6%; accounting for 2% (8) of the November job postings.

TOP 5 INDUSTRIES HIRING (NAICS)

1 **38.7%**
of all job postings

Health Care & Social Assistance (NAIC 62)



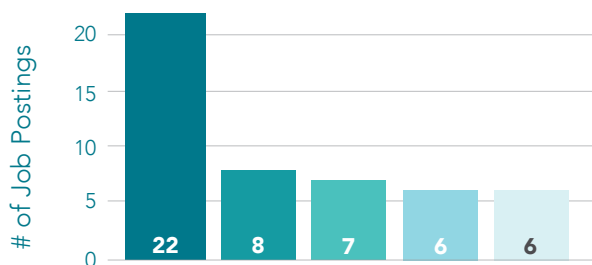
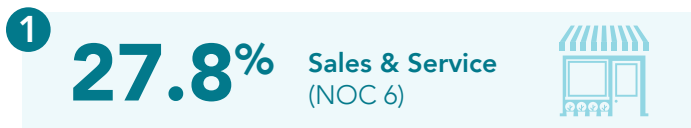
Top 5 Positions

- 6** Registered Nurse
- 5** Social Service Worker
- 5** Administrative Assistant Unit Clerk
- 4** Registered Practical Nurse
- 3** Personal Support Worker

- 2** 15.3% : Retail Trade (NAICS 44-45)
- 3** 14.4% : Accommodation & Food Services (NAICS 72)
- 4** 7.2% : Educational Services (NAICS 61)
- 5** 6.3% : Construction (NAICS 23)

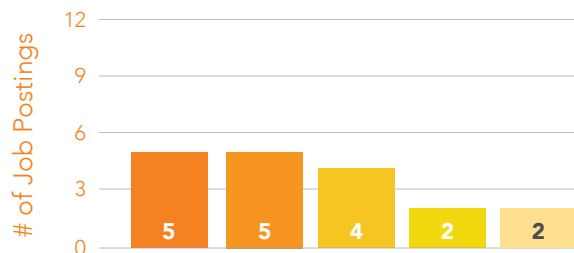
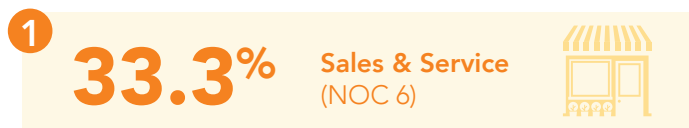
The Health Care and Social Assistance (NAICS-62) industry saw the greatest number of job postings in November with 38.7% (43) of the overall share amongst all major industry classification. This industry also saw the largest month-over-month increase of +24.1%. Inversely the Retail Trade (NAICS-44-45) industry saw the largest month-over-month decrease of -7.8% to make up 15.3% (17) of the November job postings.

TOP 3 OCCUPATIONAL CATEGORIES (NOC)

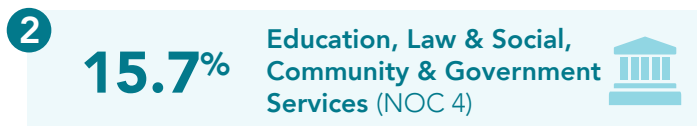


- Retail Sales Associate / Representative
- Cook - Various
- Maintenance Worker / Handyperson
- Food Service Worker / Barista
- Cleaner / Custodian / Janitor

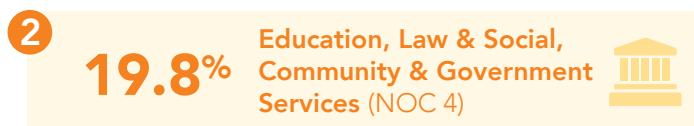
TOP 3 OCCUPATIONAL CATEGORIES (NOC)



- Food Service Worker / Barista
- Retail Sales Associate
- Cook - Various
- Cashier
- 2 others tied with



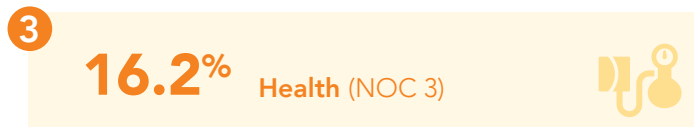
- Other Instructors / Tutors (10)
- Social Service Worker / Case Manager (8)
- Teacher - Primary / Secondary (8)
- Early Childhood Educator / Assistant (6)
- 2 others tied (6)



- Social Service Worker (5)
- Early Childhood Educator (4)
- Teacher - Primary/Secondary (4)
- Child and Youth Worker / Counsellor (2)
- Educational Assistant (2)



- Driver - Bus/Courier/Other (8)
- Driver - AZ/DZ/Truck (5)
- Welder / Welder-Fitter (5)
- Service Technician / Small Engine (4)
- 5 tied with (3)



- Registered Nurse (6)
- Registered Practical Nurse (4)
- Pharmacist / Technician / Assistant (4)
- Physiotherapist / Rehabilitation Assistant (2)
- 2 tied with (1)

Sales and Service (NOC-6) based occupations made up the largest portion of job postings with 27.8% (113) of all postings in November when compared to the major occupational classifications. These occupations also saw the largest month-over-month increase in the overall share of job postings of +2%. The largest month-over-month decrease in posting share of -3.5% was seen amongst Business, Finance and Administration (NOC-1) based positions which accounted for 14.7% (60) of the job postings in the month.

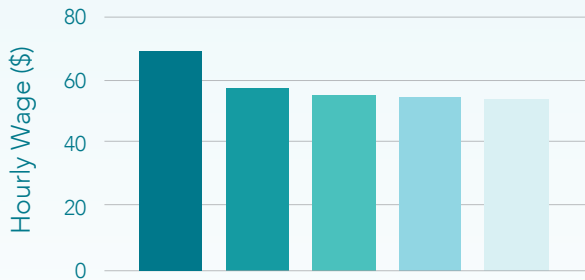
Sales and Service (NOC-6) based occupations represented the largest number of job postings in November with 33.3% (37) of all postings when compared to the major occupational classifications. Health (NOC-3) based occupations accounted for the largest month-over-month increase of +12.4% to represent 16.2% (18) of the recorded November postings. The largest month-over-month decrease in job posting share was for Manufacturing and Utilities (NOC-9) based occupations which changed -3.6% from the previous month to account for 1.8% (2) of the November postings.

TOP 5 HOURLY WAGE VACANCIES



\$70.08

Manager - Community Mental Health and Addictions
@ North Bay Regional Health Centre



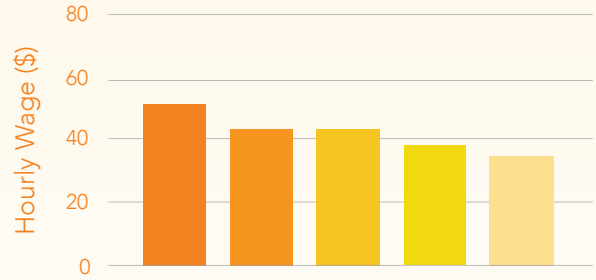
- \$58.00** Nurse (Charge) - Long Term Care
@ West Nipissing General Hospital
- \$56.22** Speech-language Pathologist
@ North Bay Regional Health Centre
- \$55.63** Orthophoniste
@ Conseil scolaire public du Nord-Est de l'Ontario
- \$55.00** Cardiac Sonographer Echosonographe
@ North Bay Cardiology

TOP 5 HOURLY WAGE VACANCIES



\$54.37

Registered Nurse - 6 Postings (Different Departments)
@ West Parry Sound Health Centre



- \$42.30** Child and Family Counsellor
@ Hands TheFamilyHelpNetwork.ca - Parry Sound
- \$42.00** Physiotherapist
@ One Kids Place Children's Medical Treatment Center of North East Ontario
- \$38.32** Addiction Worker
@ Canadian Mental Health Association - Muskoka Parry Sound Branch
- \$34.06** Supervisor of Support Services
@ Community Living Parry Sound

TOP 3 ANNUAL SALARY VACANCIES

\$134,670

Director - First Peoples Centre and Indigenous Engagement
@ Canadore College - College Drive

\$122,174

Manager - Enterprise Asset Management
@ Ontario Northland

\$120,000

Sales Manager - Automotive
@ Stockfish Automotive Group



TOP ANNUAL SALARY VACANCY

\$80,000

Sales Associate - Account Representative
@ Connor Industries

\$60,000

Restaurant Manager / Chef
@ Parry Sound Golf & Country Club

\$60,000

Heavy-Duty Service Technician
@ Bobcat of Parry Sound Ltd.



Lowest Annual Salary \$31,200

Kitchen Worker
@ Canadian Adventure Camp

Lowest Annual Salary \$50,000

Accounting Technician Intern
@ Gingrich Harris Copeland, Chartered Professional Accountants

The average hourly wage in November for those postings which listed (34.6%) an hourly wage was \$26.25/hour. This is a notable increase; +11.5% (+\$2.70/hour), to the current 12-month average of \$23.55/hour. Of the 141 postings which listed an hourly wage 10.6% (15) were listed at the provincial minimum wage of \$16.55/hour. For postings that listed an annual salary the average was \$70,278.60/year. This is in-line; +1.1% (+\$780.28/year), with the current 12-month average of \$69,498.32/year.

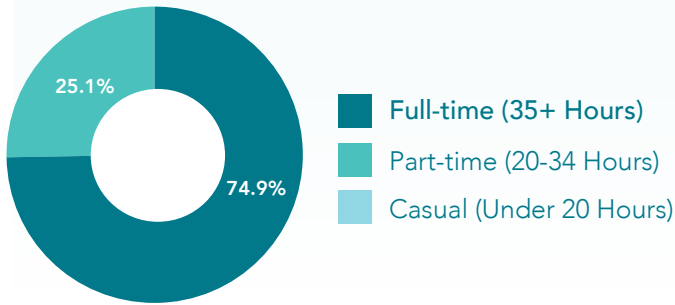
The average hourly wage in November for those postings which listed (55.0%) an hourly wage was \$27.71/hour. This figure is significantly above; +17.2% (+\$4.07/hour), the current 12-month average of \$23.64/hour. Of the 61 postings which listed an hourly wage 3.3% (2) were listed at the provincial minimum wage of \$16.55/hour. The average annual salary listed in the month of November was \$62,500.00; slightly below; -4.6% (-\$3,036.99/year), to the current 12-month average annual salary of \$65,536.99/year.

FULL-TIME / PART-TIME BREAKDOWN

74.9% of listings in November

↓ **1.1%**
from October

74.9% (305) of the listings in November indicated that the employment offered would be classified as full-time. This figure nearly identical; -1.1%, to the previous month when 76% of the job postings were classified as full-time.



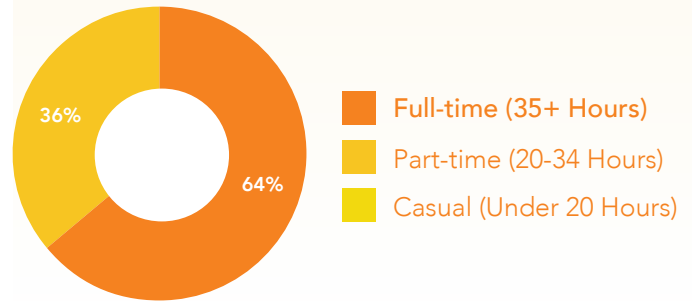
407 Postings listed hours offered (100%)

FULL-TIME / PART-TIME BREAKDOWN

64% of listings in November

↓ **9.1%**
from October

64% (71) of the listings in November indicated that the employment offered would be classified as full-time. This figure is a significant decrease; -9.1%, from the previous month where 73.1% of the job postings were classified as full-time.



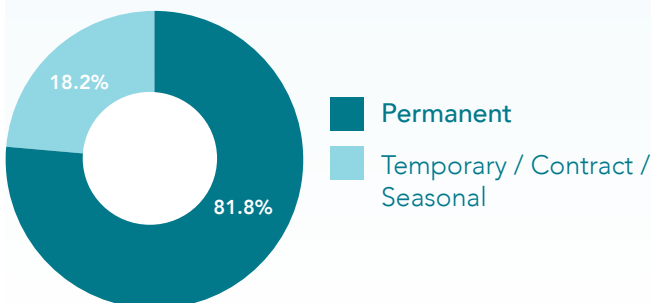
111 Postings listed hours offered (100%)

TERM OF EMPLOYMENT

81.8% of listings in November

↓ **2.1%**
from October

81.8% (333) of the listings in November stated that the opportunity in question would be permanent. This is a slight decrease; -2.1%, from the previous month's figure of 83.9%.



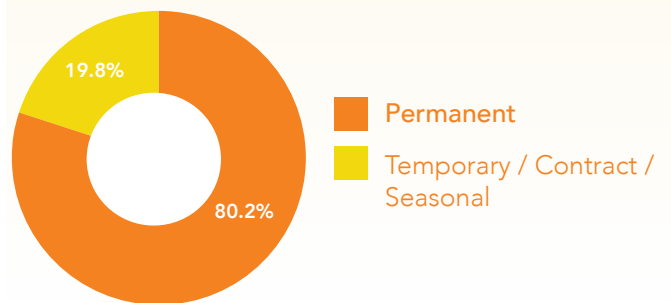
407 Postings listed hours offered (100%)

TERM OF EMPLOYMENT

80.2% of listings in November

↓ **6.7%**
from October

80.2% (89) of the listings in November stated that the opportunity in question would be permanent. This is slightly below; -6.7%, the previous month figure of 86.9%.



111 Postings listed hours offered (100%)

ALL EMPLOYERS WITH POSTINGS IN MONTH



NIPISSING DISTRICT

A&W (Sturgeon Falls)
ABM Integrated Solutions
Addiction Treatment Centre of Excellence
- Canadore College
AIM Kenny U-Pull
Algonquin Nursing Home of Mattawa
Allman contracting
Apollo Transport
Appleton Denture Clinic
Amstein Lawn and Garden Company Inc.
Ashley HomeStore North Bay
Bay Roofing and Exteriors Ltd.
Bay Truck Stop Family Restaurant
Bayland Snow
Baywood Enterprises
Beyond Wireless Inc.
Big Brothers Big Sisters of North Bay
and District Incorporated
Binx Professional Cleaning
Blue Sky Animal Hospital
Blue Sky Economic Growth Corp
Boart Longyear
Body Shop Canada, The
Bradwick Property Management
Burger World - Hammond
Caisse Alliance
Canada Clean Fuels
Canada Post - North Bay
Canada Post - Sturgeon Falls
Canadian Addiction Treatment Pharmacy
Canadian Adventure Camp
Canadian Forces Morale and Welfare Services
Canadian Hearing Services
Canadian Mental Health Association
- North Bay and Area
Canadian Shield Health Care Services Inc.
Canadore College
Canadore College - College Drive
Canadore College - Commerce Court
Canadore College of Applied Arts & Technology
CannAmm
Canpar express
CarePartners
Carter's/OshKosh
Cascades Casino
Cassellholme Home for the Aged
Cecil's Brewhouse & Kitchen
Cementation Canada
Central Welding & Iron Works
Chad's Grass Snow and More
Cherry Hill Programs
Cineplex Inc.
Claire's
Classic Contracting Sales & Services
Cogeco
Comfort Inn - Airport
Commissionaires
Community Counselling Centre of Nipissing
Community Living North Bay
Conseil Scolaire Catholique Franco-Nord
Conseil scolaire public du Nord-Est de l'Ontario
Cooper Equipment Rentals
Crisis Centre North Bay
Dawson Dental - North Bay
Dentistry on Airport
Diagnostic Sleep Clinic
District of Nipissing Social Services
Administration Board
Dr Snow
Dr. Clean
DSI Underground Canada Ltd.
Ed Seguin & Sons Trucking and Paving
Ed Seguin & Sons Trucking and Paving
Empire Living Centre
Enbridge Inc.

Enterprise Holdings Inc.
Express Parcel
Fairfield Inn & Suites by Marriott North Bay
Fifty's Diner
First Onsite
First Student Canada
Fix Auto North Bay
Freightliner North Bay
Fur Harvesters Auction
G&P Welding and Ironworks
GardaWorld
Garderie Soleil
Giant Tiger - North Bay
goeasy
Goodyear Canada Inc. (Retreading)
Grant Thornton LLP
Green Home Consulting
Grounded Electrical
Groupe Dynamite Inc.
Hamelins Outdoor Power Equipment
Hands TheFamilyHelpNetwork.ca - North Bay
Holiday Inn Express North Bay
Homewood Suites by Hilton North Bay
Hopper Buick GMC
Hydro One Networks Inc
J&R Property Management
JT Sushi
Juice on the Loose - Sturgeon Falls
Kia North Bay
KIND Forest School
Kohltech Windows & Entrance Systems
Laurentian Ski Hill
Lawn Care Plus
Legal Aid Ontario
Leisure Farms
Les Soeurs de l'Assomption de
la Sainte vierge
Levante Living - Barclay House
LHD Equipment
Little Wings Child Care
Long & McQuade
Lucenti Orlando Professional Corporation
M. Sullivan & Son Limited
Marigold Unique Flavour
Marina Point Village
Martel & Mitchell Rehabilitation
Mattawa River Resort Inc.
McDonald's (North Bay)
McDonald's (West Nipissing)
McDougall Energy Inc.
McDougall Insurance and Financial
McIntosh Perry
Metal Fab Ltd.
MetricAid
Miller Technology Incorporated
Miller Waste Systems
Mincon Canada
Ministry of Public and Business Service
Delivery
Ministry of Transportation
Mister Transmission
Montana's BBQ and Bar - North Bay
Motion
Municipality of West Nipissing
Native Education and Training College
Near North District School Board
Neil Communications
New Horizons Communications
Nexco Inc.
Nipissing Transition House
Nipissing University
Nipissing-Parry Sound Catholic
District School Board
Nordic Minesteel Technologies Inc.
North Bay Animal Hospital
North Bay Cardiology

North Bay Cycle and Sports
North Bay Endodontics
North Bay Humane Society
North Bay Hydro
North Bay Police Service
North Bay Regional Health Centre
Northern Diversified Limited
Northland Glass & Metal
Nova Stone
Nutrition Club Canada
One Kids Place Children's Medical Treatment
Center of North East Ontario
Ontario Aboriginal Housing Services
Ontario Northland
Ontario Provincial Police
Ontario Public Service
Oxford Learning Centres, Inc.
Paramed Home Health Care
Pavao Contracting Inc
Peoples Jewellers
Petro Canada and Restaurant - Temagami
Popeyes Chicken - North Bay
Pop's Cannabis Co.
QE Home /Quilts Etc
Rahnmet
Redpath
Rodger B. Bowness, Barrister and Solicitor
Roots Canada
Royal Bank of Canada - North Bay
Savage Ford Sales Limited
Scotiabank - Mattawa
Shoppers Drug Mart - Cassells St.
Sienna Senior Living
Simcoe Building Centre
Sobeys - North Bay
Softmoc
Speedy Glass
Spencer Gifts
Springer Animal Hospital
Stantec
Staples Canada
Staples Canada Inc.
Starbucks - North Bay
Stars Luxury Limousine Service
Stock Transportation
Stockfish Automotive Group
Sturgeon Falls IDA
Swiss Chalet
Taliz
TD Bank - North Bay
The Brick North Bay
The Corporation of the City of North Bay
The Gathering Place
The Lindsay Weld Centre for Children
The Skyline Group of Companies
The Source Electronics Inc. - North Bay
The Submarine Place
Thomas Davis Law
TJX Companies - Homesense
TJX Companies - Winners
True North Chevrolet Cadillac Ltd
/ Fix Auto North Bay
Tulloch Engineering
Tutor Match
Union of Ontario Indians
Valin Partners
Victorian Order of Nurses / VON
VON Canada (Ontario) - North Bay
Voyageur Aviation Corp
Voyago
Walmart - North Bay
West 49
West Nipissing General Hospital
YMCA of Northeastern Ontario
Zedd Customer Solutions



PARRY SOUND DISTRICT

705D
Almex Group
Ashley HomeStore Parry Sound
Bobcat of Parry Sound Ltd.
Boston Pizza - Parry Sound
Bourgeois Ford North
BrokerLink - Parry Sound
Burger King - Parry Sound
Burks Falls Kwik way
Canadian Mental Health Association
- Muskoka Parry Sound Branch
CIBC - Parry Sound
Clean Water Solutions
Comfort Inn Parry Sound
Community Living Parry Sound
Connor Industries
Conseil scolaire public du Nord-Est de
l'Ontario
District of Parry Sound Social Services
Administration Board
Eastholme Home for the Aged
Edgewater Park Lodge
Fowler Construction Company Limited
Gingrich Harris Copeland, Chartered
Professional Accountants
Hands TheFamilyHelpNetwork.ca
- North Bay
Hands TheFamilyHelpNetwork.ca
- Parry Sound
Home Instead Senior Care
KFC - Parry Sound
Lady Isabelle Nursing Home
Landmark Student Transportation
Lofthouse Manufacturing (a Division
of Brawo Brassworking Limited)
Log Cabin Inn & Catering
Mac Lang
Maple Dips Incorporated
Ministry of the Attorney General
Muskoka Auto Parts - Sundridge
Near North District School Board
No Frills - Stacie and Troy's
Oakcrest Co.
One Kids Place Children's Medical Treatment
Center of North East Ontario
Paramed Home Health Care
Parry Air Heating & Cooling
Parry Sound Chevrolet Buick GMC
Parry Sound Golf & Country Club
Phoenix Building Components Inc
Red Canoe Restaurant
Riverview Dental Centre
Royal Bank of Canada - Parry Sound
Royal Bank of Canada - Sundridge
Schlager Inc.
Scott Custom Building
Shawanaga First Nation
Shoppers Drug Mart - Parry Sound
Sobeys - Parry Sound
Sobey's - Parry Sound
Starbucks - Parry Sound
Subway - Burk's Falls
Tailwinds Bar & Grill
TD Bank - Parry Sound
The Children's Aid Society of the
District of Nipissing and Parry Sound
The Friends
The Home Depot - Parry Sound
The Source Electronics Inc. - Parry Sound
Tim Hortons - Parry Sound
Upton Developments
Walmart - Parry Sound
West Parry Sound Health Centre
YMCA of Simcoe/Muskoka



WHAT IS THE LMG MONTHLY JOBS REPORT?

This Jobs Report is a monthly publication produced by the Labour Market Group.

Each month we compile this report based on our job portal **readysethired.ca**.

Readysethired.ca is an online job portal that provides and collects real time job postings within the districts of Nipissing and Parry Sound. These postings are updated daily and provide job seekers with a one stop shop for local current employment opportunities.

FOR MORE INFORMATION & FURTHER DETAILS ABOUT LOCAL JOBS, PLEASE CONTACT :

The Labour Market Group
readysethired.ca
info@thelabourmarketgroup.ca



The Labour Market Group
Guiding partners to workforce solutions.

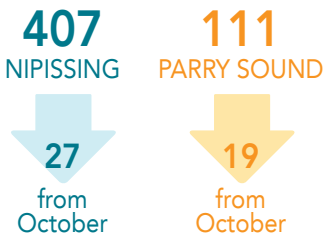


IN THIS EDITION

BALANCING THE POTENTIAL IMPACT OF NEW MINING INNOVATIONS AND TECHNOLOGIES

JOBS REPORT NOVEMBER 2023

TOTAL NUMBER OF JOB POSTINGS



TOP INDUSTRY WITH VACANCIES

NIPISSING
Health Care & Social Assistance (21.4%)

PARRY SOUND
Health Care & Social Assistance (38.7%)

To view the full report, visit our website www.thelabourmarketgroup.ca
readysethired.ca

Questions or concerns? Feel free to contact us at info@thelabourmarketgroup.ca



T. 705.478.9713

150 First Ave. West
Suite 103, North Bay, ON
P1B 3B9

The Labour Market Group is funded by:



BALANCING THE POTENTIAL IMPACT OF NEW MINING INNOVATIONS AND TECHNOLOGIES

RESEARCH OBJECTIVE: To understand the workforce skills that **WILL BE REQUIRED** to support the range of new technologies and innovations that are or **WILL BE IMPLEMENTED** over the next 3-5 years in the mining and mining supply services sectors in northeastern Ontario. *Many of these changes are driven by, but not exclusive to:*



1. Improving safety and efficiency
2. Mitigating risk
3. Minimizing the environmental footprint
4. Reducing production and workforce costs
5. Increasing global competitiveness
6. Increasing profitability



New technologies and innovations that are in varying stages of development or adoption:

See full report for details www.thelabourmarketgroup.ca



- REMOTE OPERATIONS
- SMART MINING TECHNOLOGIES
- COMMUNICATIONS
- OPERATIONAL PROTOCOLS AND TRAINING
- MINERAL DEPOSITS AND ORE CHARACTERIZATION
- OTHER Laser technology (welding, cladding)
Low carbon technologies



IDENTIFYING THE SKILLS AND OCCUPATIONS

NEW SKILLS THAT WILL BE REQUIRED:
The new occupations that will be in demand, and what occupations will be most impacted by new technologies and innovations in the Mining Sector.

NEW SKILL SETS REQUIRED:

Digital literacy	Operation and maintenance of new technology (need to transition in steps)
Advanced computer skills	Specialists to generalists (disappearance of single person dependencies)
Use of cloud-based technologies	New aptitude skills
How to operate and interpret new equipment technology (drones, LiDAR, micro-seismic monitoring)	System analysis and evaluation
Ability to remotely operate equipment	Combination of creative skills and technical skills

MORE FROM THE NOVEMBER JOBS REPORT:



TOP OCCUPATIONS

NIPISSING

Sales & Services (27.8%)

Education, Law & Social, Community & Gov (15.7%)

Trades, Transportation & Equipment Operators (15%)

PARRY SOUND

Sales & Services (33.3%)

Education, Law & Social, Community & Gov (19.8%)

Health (16.2%)

To view the full report, visit our website www.thelabourmarketgroup.ca
readysethired.ca

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NEW AND IN-DEMAND OCCUPATIONS

There will be a move away from *specialists* towards *generalists* who understand how the “system” works. At the same time, certain highly-skilled specialties will be in demand and that there will be global competition for these occupations. With the exception of a few occupations, many of these are not generally included in current mining workforce research studies that have been undertaken. They include:











OCCUPATIONS THAT WILL BE AFFECTED:

- Equipment technicians and operators
- Underground production development miners
- Front-line supervisors
- Professional development coaches
- Safety professionals
- Various administrative positions: clerks (data entry, payroll, material recording, stock-keeping); accountants/bookkeepers; and executive secretaries
- Heavy truck and bus drivers
- Skilled trades: heavy duty equipment technicians; electricians; mechanics; millwrights
- Locomotive engineers
- Manual surveyors, inspectors and drillers
- Instrumentation specialists



Note: Retraining or up-skilling may be required to meet the developing demands of new technologies.

RECOMMENDATIONS: As new innovations and technologies will continue to be developed, a parallel process **needs to be embraced for the development and growth of the current and ever-changing workforce of the future.**

	BRIDGE THE GENERATIONAL DIVIDE		INDUSTRY-WIDE AWARENESS CAMPAIGN
	EDUCATION AND TRAINING		CULTURAL DIVERSITY AND EQUITY
	FORM INDUSTRY PARTNERSHIPS		WORKPLACE HEALTH AND SAFETY
	DEVELOP METRICS (MEASURE TECHNOLOGY)		INCREASE FUNDING AND SUPPORT

Source: March 2023 Report, Balancing the potential impact of new mining innovations and technologies



January, 04 2024

In This Issue

- AMO has moved!
- New Housing Enabling Water Systems Fund.
- Data Standards for Planning and Development Applications.
- IESO Procurement #2 – Feedback on Proposed Process.
- Register for the IESO's Energy Webinars
- Renewal of Ontario Invasive Species Strategic Plan.
- Public Safety Personnel Mental Health Support.
- Applications Open: Rural Transit Solutions Fund.
- ROMA Conference 2024: Pre-Register by January 15.
- AMO Hotel Release – Tuesday, January 9 at 10am.
- Free webinar – Check out the latest version of RETScreen Expert!
- Future of Aging Summit in May 2024.
- Careers: AMO, County of Frontenac and City of Thunder Bay.

AMO Matters

AMO's new address:

Association of Municipalities of Ontario (AMO)
 155 University Ave, Suite 800
 Toronto, ON, M5H 3B7

Telephone and fax remain the same. Please amend your records with our new address.

Provincial Matters

[Ontario's Housing Enabling Water Systems Fund](#) allows municipalities to nominate water infrastructure projects for funding (up to \$35 million). Applications and information webinars start early 2024. For details, e-mail HEWS@ontario.ca.

The Digital Governance Standards Institute has opened public review on [terminology](#) and planning application [data fields](#) that establishes consistency in data requirements for planning and development applications in Ontario.

IESO is [seeking feedback](#) on the proposed next round of procurements for energy projects including requirements for municipal support prior to applications being submitted.

The Independent Electricity System Operator will host [two webinars on January 15 & 17, 2024](#) for municipalities and Indigenous communities to learn about Ontario's energy transition and new initiatives underway.

The Ministry of Natural Resources and Forestry is [seeking feedback](#) on the proposed renewal of the Ontario Invasive Species Strategic Plan.

[PSPNET](#) offers free online cognitive behavior therapy for Canadian public safety personnel (PSP) dealing with mood, anxiety, and posttraumatic stress. They provide therapist-guided and self-guided

courses.

Federal Matters

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 information and [webinar dates](#).

Education Opportunities

There is still time to register for the ROMA 2024 Conference! [View the program](#) and [register](#) before January 15th. On-site registration rates will apply as of January 16.

Do not miss the opportunity to book your hotel of choice for AMO 2024 in Ottawa. Hotel bookings open 10am sharp on Tuesday, January 9. We encourage you to book online [here](#).

LAS

Thinking of a low carbon retrofit but need a software to model your project? [RETScreen International](#) and LAS are offering a free municipal-focused webinar to showcase the latest version of RETScreen Expert. Space is limited so be sure to [register today](#). Attendees will receive a free 14-day RETScreen trial license.

Municipal Wire*

The Future of Aging Summit in Toronto from May 15-17, 2024 will bring together policymakers and others focused on building age-friendly societies. See the speaker lineup and register at [agingsummit.ca](#).

Careers

[Policy Intern - AMO](#). Closing Date: January 22, 2024

[Chief Administrative Officer - County of Frontenac](#). Closing Date: January 22, 2024

[Manager, Capital Facility Construction - City of Thunder Bay](#). Closing Date: January 21, 2024

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](#)



January, 11 2024

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- AMO has moved!
- Survey: Help advance Ontario's modular housing sector.
- Applications open: Rural Transit Solutions Fund.
- ROMA Conference 2024: Pre-register by January 15.
- AMO Education 2024.
- Come to the City of Orillia for the 2024 OSUM Conference and Trade Show.
- Blog: Three Strategies to Streamline Ontario Municipal FOI Programs.
- Free webinar - Check out the latest version of RETScreen Expert!
- Helpful condo living tips for Ontario residents.
- Data standards for planning and development applications.
- IESO Procurement #2 - Feedback on proposed process.
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Provincial Matters

The province is conducting a [survey](#) to shape the development of a modular housing strategy. Share your insights on barriers and opportunities for modular and innovative home construction by Feb 4, 2024.

Federal Matters

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 information and [webinar dates](#).

Education Opportunities

There is still time to register for the ROMA 2024 Conference! [View the program](#) and [register](#) before January 15th. On-site registration rates will apply as of Sunday, January 16.

AMO has developed a number of new educational opportunities for its members to continue to learn and advance your leadership skills and understanding of critical matters as municipally elected officials. You can see everything available to you in AMO Education [here](#).

Mark May 1 - 3 in your calendar for the OSUM 2024 Conference in Orillia. Check back [here](#) for more information soon.

LAS

As a municipal leader, you may have noticed that your front-line Freedom of Information staff are working harder than ever. This week's [blog](#) suggests ways to ease the process while staying on budget.

Thinking of a low carbon retrofit but need a software to model your project? [RETScreen International](#) and LAS are offering a free municipal-focused webinar to showcase the latest version of RETScreen Expert. Space is limited so be sure to [register today](#). Attendees will receive a free 14-day RETScreen trial license.

Municipal Wire*

The Condominium Authority of Ontario's [2024 Winter Information Kit](#) offers useful and shareable tips to help Ontario condo residents navigate the ins and out of condo living this season.

The Digital Governance Standards Institute has opened public review on [terminology](#) and planning application [data fields](#) that establishes consistency in data requirements for planning and development applications in Ontario.

IESO is [seeking feedback](#) on the proposed next round of procurements for energy projects including requirements for municipal support prior to applications being submitted.

The Independent Electricity System Operator will host [two webinars on January 15 & 17, 2024](#) for municipalities and Indigenous communities to learn about Ontario's energy transition and new initiatives underway.

The Future of Aging Summit in Toronto from May 15-17, 2024 will bring together policymakers and others focused on building age-friendly societies. See the speaker lineup and register at [agingsummit.ca](#).

Careers

[Policy Intern - AMO](#). Closing Date: January 22, 2024

[Chief Administrative Officer - The Nation Municipality](#). Closing Date: January 26, 2024

[Program Manager, Facilities Preventive Maintenance - City of Peterborough](#). Closing Date: January 17, 2024

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](#)



THE FRIENDS

DIGNITY • TEAMWORK • INNOVATION • EMPOWERMENT



Friendly Focus

Winter 2023

Reeve & Council

Township of McKellar

P O Box 69

McKellar, ON P0G 1C0

JAN 08 2024

It's That Time of the Year Again

Welcome to the Winter 2023 edition of the Friendly Focus. On behalf of the agency, I would like to thank all of our communities for their support and to wish everyone a happy, healthy holiday season. This edition of the newsletter not only celebrates the season, but welcomes a positive look at the sometimes dreary mid-winter months that follow. Enjoy tips, information and resources, recipes and some fun. We aim to support seniors, caregivers and people dealing with physical limitations as well as the community that supports them. For information about programs and services in your community, check out page 11. For information about *The Friends* agency and the services we provide, check out our website, www.the.friends.on.ca. A brief description of what we do is available on page 3. Here are a few highlights of our Winter 2024 issue: insights into making a difference in your community (see page 5), dealing with loneliness, gift

giving, recipes and, given our long, gray winter days, how to beat the Wintertime Blues. If you would like to subscribe to the newsletter, just fill out the back page and send to us. Alternatively, you can connect via our website. The Friendly Focus is published quarterly and can be mailed directly to you or accessed online. You can donate online to further support the work of the agency in your community.

A special note of appreciation to donors in the community who have been so generous over the past year. Your contribution helps us support elderly persons and those dealing with mobility issues access transportation and community programs that make a difference. A "shout out" to all of our readers and supporters - your kindness makes the world a better place for all.

Wishing our community, caregivers and families a very happy holiday and a healthy, prosperous New Year. May 2024 bring you much luck and happiness.



It's Been a Busy Season at *The Friends!*



The crews that managed to save the Titanic at our first All Staff meeting in what feels like an age. Congratulations teams!



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What We Do

The Friends is a non-profit charitable organization providing services to individuals with physical disabilities, and seniors. In Muskoka and Parry Sound the organization has been serving the community for over 30 years. Some of the programs and services the agency provides: attendant care, adult day programs, caregiver support, respite, alzheimer overnight respite, P.A.T.H (Priority Assistance to Transition Home) from the hospital, post stroke, supportive housing, and 24/7 assisted living.

Contact us

Phone (705) 746.5102 27 Forest Street,
Parry Sound, ON P2A 2R2
info@thefriends.on.ca www.thefriends.on.ca

THE FRIENDS

Dignity • Teamwork
Innovation • Empowerment

The Friends newsletter can also be read online at
www.thefriends.on.ca

Send content or comments to
info@thefriends.on.ca

Supported by:



Ontario

North East Local Health
Integration Network

From the CEO's Desk

For the first time in three years the agency was able to celebrate the achievements of our staff in person. What a pleasure to honour long service award recipients - staff who have faithfully "stuck with us" over the course of many years. Certificates for the completion of training were also awarded. To top the day off, all of us participated in a very unique "Save the Titanic" team building exercise. In this time of staffing shortages and ongoing HR crisis, there was something special about staff teams busy working together to

"save the Titanic" when we all know, that each and everyone has been responsible for making sure the needs of the people we serve in the community continued to be met. As the New Year approaches, the Senior Management Team and I will be working on a number of initiatives to better support the people we serve. At our 141 Sharpe Street W. building in Gravenhurst, we will be installing a chairlift to ease access to the second floor apartments for our elderly tenants. An application to the Trillium Foundation has been submitted, and if approved, will mean that the agency, in partnership with the University of Waterloo, will

be exploring underserved rural communities to identify and meet community level health care needs. In the meantime, like all healthcare providers in the province, we will continue to recruit, train and mentor staff keeping fingers crossed that they will find a "home" in our agency.

Wishing all clients, staff and Board members a wonderful, festive holiday full of laughter, good company and good food. May your 2024 bring good health, a little bit of wealth and a lot of happiness.

Marliese Gause,
CEO

Your Donations Made a Difference

Looking back on our fundraising efforts for 2023, it's clear that we did a few things right (see the chart below.) The challenge for 2024 will be how to engage readers, communities, families in continuing to support the efforts of the agency to raise funds. A significant portion of the funds we raise directly support seniors and individuals with disabilities in attending programs and accessing transportation. As many of you are aware, seniors and individuals with physical limitations are often struggling to make ends meet so, the funds raised support transportation costs and the ability to access Adult Day Programs. Adult Day

programs not only support the individual actively participating but the partners or family members who have a day to themselves.

The Friends continues to raise funds to improve accessibility at 141 Sharpe St. W, Gravenhurst as well as at Forest Hill Apartments in Parry Sound.

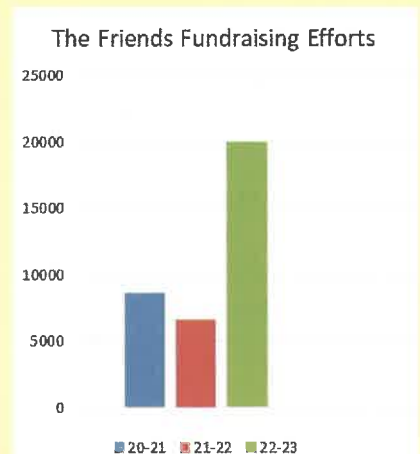
A long term dream, is to build another fully accessible, supportive housing complex which is still somewhere on the horizon and we continue to raise funds in the hope that we can develop much needed housing resources.

The long and the short of it is that every dollar you donate

means a lot. We do not use expensive public relations companies....your donation goes directly to support the initiatives described above.

Help us support the communities we serve with your donations. You truly make a difference.

A big, warm thank you and wishes for a happy, healthy and successful 2024.



The Friends Long Service Award Recipients

Congratulations to staff for standing by us for three years!

Marsha Rivers
Cathy Krieger
Linda Galbraith
Tonya Gagnon
Alison Buttineau

Not Pictured:
Barbara Fielding,
Jacklyn Kiehl



And please join us in congratulating the balance of our long service award recipients:

5 Years of Service: Robin Stainton, Shelley Lacosse, Penny Knapp; **10 Years Service:** Shelly Hazzard, Vicky Holm; **15 Years of Service:** Heather Hebner; **25 Years of Service:** Sylvie Quelha

Yes You Can Make a Difference

Listening to the news is often an exercise in frustration and sadness. In this world so filled with anger, outright cruelty and degradation it becomes all too easy to just throw your hands up in despair. You, however are the key to changing the negative script. Here are some simple steps to create a more serene life while at the same time, making a difference in your community

- turn off the news and reduce your time on social networks
- stop knee jerk reactions to headlines and think, research and discuss
- find a cause you can support - green initiatives, local food, food banks, community housing, seniors, low income families, school programs, health initiatives, historical societies, etc. There is something for every interest and conviction
- Decide how you want to contribute - support

through a modest monthly donation, give by donating your services, support fundraising projects in your community, spread the news and be kind to others

Although *The Friends* is always looking for community support, we recognize that there are many groups that could use your help. Below are other worthy causes you may wish to espouse:

- Hospice
- Food Co-op
- Food Banks
- Libraries
- Community Transportation Agencies
- Health Care Providers
- Churches
- Arts Programs

You can make a difference. You can be a candle in the darkness.

Loneliness

Although the glitter and nostalgia of Christmas can lift spirits, it can also highlight a profound sense of loneliness. For those living alone or in circumstances that are personally challenging, loneliness can be the poison pill of the season. Studies have shown that extreme loneliness can increase an older person's chances of an earlier death by a whopping 14%. In fact, some studies have shown that loneliness is as bad as smoking fifteen cigarettes a day. Definitely a scary statistic.

Many seniors find themselves increasingly isolated as they age. Friends pass away, children live far from home and spouses may have passed away or are suffering from ill health.

Getting out of the house becomes more and more of a chore and before you know it you find yourself sitting at home alone in a silent house or apartment.

Loneliness and social isolation are no laughing matter as the studies on aging have clearly spelled out for us. Even though it may take some extra effort, it is worthwhile to spend some time and energy in remaining connected to your community.

Here are some tips to keep your social life healthy and your loneliness at bay.

1. Get acquainted with your



computer. Learn how to safely navigate the internet - check with your local library for information, tutorials or other learning supports. You can join groups of interest - whether it's knitting, chess or scientific discoveries, there's something for everyone's particular niche of interest. Use Facetime or other similar programs to remain connected to family and friends, in fact, make a point of scheduling regular chats!

2. Are you anti-social by inclination? Have you always relied on your spouse to put the "zing" into your social life? Well, it's time to get out of your armchair and resolve to connect with a minimum of one person a day, even if that means you're chatting up the local barista.
3. Go for a walk, smile at people and be open to conversation. Ask questions. Show an interest in others.
4. Volunteer! Offer your volunteer support - even one hour per week can both serve your community and keep you connected with others.

Contact your local seniors' centres, schools or food banks for information about volunteering opportunities.

5. Consider your interests. Find a group or club that shares your passion. Here are just a few ideas to think about:
 - local birdwatcher groups
 - book clubs
 - local outings/hikes/nature walks
 - gaming groups
 - movie clubs
 - vintage car aficionados
 - sports
6. Commit to learning something new this year; take language lessons, learn how to cook/bake, take dancing lessons or yoga.
7. Get a pet. Dogs are especially helpful in easing the stress of loneliness with a side benefit of getting you outside to take them for a walk.
8. Stop complaining.
9. Invite someone to join you for a coffee break. Keep it simple, a beverage, a cookie and a bit of conversation but most of all:

DON'T WAIT FOR SOMEONE ELSE TO MAKE THE FIRST MOVE. Be proactive.

Everyone has a different level of interest in social activities. Some people are content to live relatively solitary lives while others need social stimulation to feel alive and well. Whatever your personal inclination, make an effort to maintain at least a minimal connection with others to keep you from becoming a sour, grumpy old hermit.

Gifts from the Heart

Creative gift giving doesn't have to be expensive. Here are some thoughtful ideas for any season:

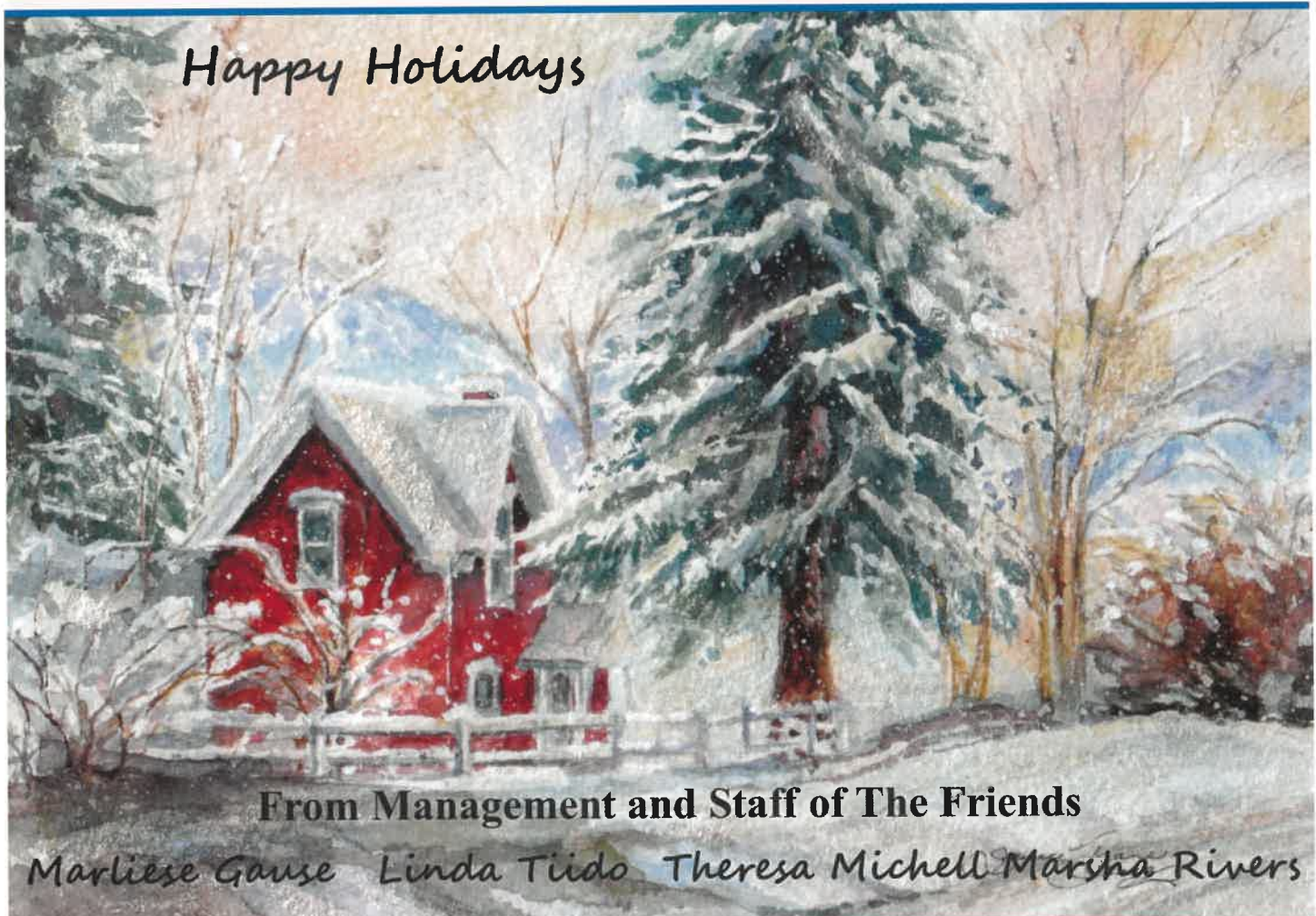
- someone who still likes communicating the old fashioned way (ie pen and paper) purchase a package of attractive note paper, add pre-printed address labels for family and friends along with a package of stamps
- create a special scrap book for an elderly relative by contacting his/her best friends, siblings, school chums or work colleagues. Ask them for stories and pictures they might be willing to share. Assemble and share!
- gift cards for restaurants or other services
- help an elderly relative organize photo albums, help create an online version that can be shared.
- send a recording of your grandchild or favourite relative reading a story/greeting or reminiscence to a loved one
- a gift certificate for car maintenance, ie an oil and lube
- arranging for snow clearing for an elderly relative or friend
- give a gift in their honour, ie a donation to a hospice, community support agency, food bank or other worthy cause
- gift certificate for a spa treatment!
- make a commitment to visit on a regular basis.

Something to celebrate!

National Cookie Exchange week - December 19th to 23rd

Worldwide Candle Lighting Day (largest mass candlelighting on the globe) December 10th

National Ugly Christmas Sweater day - December 16th



How to Beat the Blues

Julianna McLeod from the All Seniors Centre has the following recommendations for managing the dark days of winter.

While the dark and cold winter months can make anyone feel glum, older adults and those with dementia are especially at risk. With a few precautions however, you can stay happy and healthy through the frigid times ahead. Follow these 5 tips to beat SAD and the blues.

1. Let in the Light

First and foremost, make a plan to get outside during the short hours of sun. Sunshine is vital to feeling healthy and happy. Direct sunlight provides us with Vitamin D, which boosts the immune system, improves bone health, and regulates mood.

On days when it's too cold to go outside, keep your curtains open and spend as much time as you can near the windows. Even if it's cloudy, getting some daylight can help you feel better.

2. Let's Get Physical

Regular exercise is one of the best things you can do to keep the blues and SAD symptoms at bay. A natural mood enhancer, even short periods of exercise can work wonders. It supports overall cognitive function and increases the number of feel-good neurotransmitters released by the brain. Moderate exercise such as walking, riding a stationary bike or swimming are a great way to get started. But any activity that raises your heart rate—including daily chores—can help, especially if you can do them outdoors or near a sunny window.

There are a multitude of exercise programs available across the Districts of Parry Sound and Muskoka. Look up your local municipality for information and locations in your area.

3. Stay Socially Engaged

You might not feel like a social butterfly at the moment, but seniors who remain socially connected also report having better mental

health. So, make it a goal to keep up with social activities by joining in on workshops, exercise classes and events. Other ways to stay connected this winter are to call or FaceTime with a loved one or send out a letter.

4. Get Into the Right Mindset

Scandinavian nations, such as Denmark, which endure some of the longest and bleakest winters on the planet, embrace the concept of hygge. The idea is to get cozy and spend time inside with friends and family. Create a sensory kind of pleasantness in your space.

How? Look for ways to bring things into your environment that will counteract the dullness of winter.

- Treat yourself to fresh flowers.
- Listen to music you love.
- Elevate your mood with tactile experiences like touching something soft, like a blanket or scarf.
- Nurture your spirit with a good book or gratitude journal.
- Or experiment with essential oils. Citrus scents, like grapefruit and tangerine, are great for positive mood boosting.

5. Maintain a Healthy Diet

We've all felt the allure of "comfort food" during fall and winter—pumpkin spice, apple crisp, chicken pot pie, chili or mac and cheese. The problem with many comfort food favourites is that they tend to be on the fatter side, and often loaded with carbs and sugar.

While there's no harm in indulging in the occasional treat, a healthy diet can ward off the blues by keeping you energized. So, make sure that vitamin and mineral rich fruits and vegetables are well represented in your diet.

Did you know that calling 211 can provide you with a wealth of information about services in your area? Try it, you'll like it!

Festive Cheese Ball Recipe

The perfect companion to assorted crackers and crisp breads!

1 pkg (8 oz. cream cheese, softened)

½ cup milk

2 cups each of shredded Monterey Jack and sharp Cheddar cheeses

¼ cup crumbled blue cheese
10 slices bacon, crisp cooked, crumbled and divided

¼ cup finely chopped pecans, divided

¼ cup finely minced green onions (white parts only)

1 jar (2 oz) diced pimento, drained

salt and pepper

¼ cup minced fresh parsley
1 tbsp poppy seeds

- beat cream cheese and milk in a large bowl with an electric mixer on low speed until blended. Add cheeses. Beat at medium speed until well mixed. Add half of the crumbled bacon, half of the pecans, half green onions and half pimento. Beat at medium speed until well mixed. Add salt and pepper to taste.

- transfer half of the cheese mixture to a large piece of plastic wrap. Shape into a ball, wrap tightly. Repeat with remaining mixture.

Refrigerate until chilled (2 hours)

- Crumble remaining bacon, pecans with parsley and poppy seeds on a pie plate or large dinner plate. Remove plastic wrap from cheese balls, roll in bacon mixture until well coated. Wrap each ball tightly in plastic wrap, refrigerate until ready to serve.



MAKE A DIFFERENCE IN YOUR COMMUNITY COME WORK FOR US

The Friends agency is always looking for individuals interested in supporting the work we do in the community. We are looking for:

- Support staff in Muskoka including PSWs.
- Volunteers across the region for support in Adult Day Programs or other recreational opportunities. If you enjoy merriment and a day of laughter, volunteer with us.
- Support staff in the Parry Sound area to help us expand community programs

To inquire about Muskoka opportunities, contact Theresa Michell at tmichell@thefriends.on.ca

To inquire about staffing or volunteer opportunities in the Parry Sound area, contact Linda Tiido at ltiido@thefriends.on.ca

Even working for one day a week whether as a volunteer or staff member can make a difference.

Wishing you a happy, healthy and prosperous New Year.



Fun Facts!

- According to a recent survey, seven out of ten British dogs get Christmas presents from their owners.
- During the Christmas season, Visa cards alone are used an average of 5,340 times every minute in the United States.
- Electric Christmas lights were first used in 1895. The idea for using electric Christmas lights came from an American, Ralph E. Morris. The new lights proved safer than the traditional candles
- In Britain, eating mince pies at Christmas dates back to the 16th century. It is still believed that to eat a mince pie on each of the Twelve Days of Christmas will bring happy months in the year to follow.
- In Mexico, more grapes are sold prior to New Year's Eve than at any other time of year. This is because it's traditional in Mexico to eat a grape at each of the twelve seconds counting down towards New Year!
- The Danes hold a tradition of throwing plates at the front door of family and friends' homes to welcome good fortune for the new year.

Bill of Rights

Courtesy, Respect and Freedom from Abuse. A person receiving a community service has the right to be dealt with by the service provider in a courteous and respectful manner and to be free from mental, physical and financial abuse by the service provider.

Privacy and Freedom to Make Your Own Decisions. A person receiving community service has a right to be dealt with by the service provider in a manner that respects the person's dignity and privacy and that promotes the person's autonomy.

Being an Individual. A person receiving community service has a right to be dealt with by the service provider in a manner that recognizes that persons' needs and preferences, including preference based on ethnic, spiritual, linguistic, familial and cultural factors.

Information and Answers. A person receiving community service has a right to information about the community services provided to him or her and to be told who will be providing the community services.

Participation in Their Care Decisions. A person applying to community services has a right to participate in the service provider's assessment of his or her requirements and a person who is determined under this Act to be eligible for a community service has the right to participate in the service provider's development of the person's plan of service, the service provider's review of the person's requirements and the service provider's evaluation and revision of the person's plan of service.

Control and Consent. A person has the right to refuse consent to provision of any community service.

Freedom to Speak Out. A person receiving community service has a right to raise concerns or recommend changes in connection with the community service provided to him or her in connection with policies and decisions that affect his or her interests to the service provider, government officials or any other person without fear of interference, coercion, discrimination or reprisal.

Knowing the Rules. A person receiving community service has the right to be informed of the laws, rules and policies affecting the operation of the service provider and to be informed in writing of the procedures for initiating complaints about the service provider.

Confidentiality. A person receiving community service has the right to have his or her records kept confidential in accordance with the law.

Resources

Eastholme Community Support Services

(Congregate Dining/Meals on Wheels/Volunteer Transportation) epscssp@ontera.net
705.724.6028 1.888.521.0000 www.eastholme.ca

West Parry Sound District

Community Support Services (Congregate Dining/Meals on Wheels/Volunteer Transportation)
705.746.5602 1.800.883.0058 belvedereheights.com
aholloway@belvedereheights.com

NE Home & Community Care

705.746.4602 1.800.440.6762
www.healthcareathome.ca/northeast

North Simcoe Muskoka Home & Community Care

705.721.8010 Ext. 6100 Toll Free: 1.888.721.2222
Ex 6100 www.healthcareathome.ca/nsm

Alzheimer Society of Muskoka

Serving Muskoka & Parry Sound
1.800.605.2075
www.alzheimermuskoka.ca

Port Loring (Meals on Wheels & Volunteer Transport) 705.757.2530

Muskoka/Parry Sound Mental Health Services

www.mpscmhs.on.ca
Bracebridge: 705.645.2262 Fax 705.645.7473
Huntsville: 705.789.8891 Fax:705.789.3002
Parry Sound: 705.746.4264; Fax:705.746.1537 Toll Free:1.866.829.7049

Crisis Lines:

Muskoka and area: 1.888.893.8333
Parry Sound and area, incl. Sundridge:
1.800.461.5424

Ontario Renovates, District of Muskoka – Assistance for Accessibility Modifications 1.800.461.4210

Simcoe Muskoka District Health Unit – flu clinics/health information 1.877.721.7520

Walk in Clinic Bracebridge Medical Ctr.
705.646.7634

Scams and Frauds – Crime Stoppers –
1.800.222.8477

Senior's Programs & Services Muskoka
705.645.2100 ext.199

McConnell Foundation Muskoka – Financial Assistance for eye glasses/assistive devices/dentures/dental 705.645.2412

Muskoka Senior's (Meals on Wheels, Transportation (Huntsville and area), Congregate dining)
705.789.6676

Red Cross - Transportation (South Muskoka) 705.721.3313 ext. 5602

Elder Abuse – Senior's Safety Line – call if you are being mistreated, bullied or neglected 1.888.299.1011

Assistive Device Exchange A.D.E. – Data base of devices for sale or free
www.Assistivedeviceexchange.com



THE FRIENDS

DIGNITY • TEAMWORK • INNOVATION • EMPOWERMENT



FRIENDLY FEEDBACK

Please fill out the following and return it to the address below

- I would like to receive a copy of The Friends' newsletter.
annual subscription fee \$7
- I would like to receive more information about the Friends' programs.
- I am interested in becoming a volunteer.
- I would like to make a contribution in the amount of \$ _____
to support the ongoing work of The Friends.
- I would like to make a donation to the Muskoka Building project.

Your donations help us:

- underwrite transportation/program cost for low income seniors
- pave the driveway at our Gravenhurst facility
- install an elevator to increase accessibility of The Friends apartments in Gravenhurst
- build Muskoka Accessible Supportive Housing

You can now donate online. Click on the Canada Helps logo on our website
www.thefriends.on.ca

Name: _____

Mailing address: _____

Telephone number: _____

Email: _____

Return to:
The Friends • 27 Forest St • Parry Sound
Ontario • P2A 2R2 • 1.888.746.5102
info@thefriends.on.ca