

**TOWNSHIP OF McKELLAR  
RECREATION COMMITTEE – MINUTES**

May 25, 2023, 3:30 p.m.  
McKellar Community Centre

PRESENT: Joyce Hopkins, Mel Hammond,, Judy Ryeland, Phil Jefkins, Terry Lacey  
REGRETS: Morley Haskim,Linda Fillion, Rick Brear, Dinah Ryeland Brown, Terry Milewski

CALLED TO ORDER: 3:30 p.m.

The Chairperson, Joyce Hopkins appointed Phil Jefkins to record the minutes of the meeting.

APPROVAL OF THE MINUTES: Moved by Judy Ryeland and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby accept the minutes of the April 27, 2023, meeting. Motion Carried (23-19).

APPROVAL OF THE AGENDA: Moved by Mel Hammond and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby accept the agenda for the May 25, 2023, meeting. Motion Carried (23-20).

DECLARATION OF CONFLICT OF INTEREST: None

CORRESPONDENCE RECEIVED: Betty Brant wrote in to say she is not able to run badminton any longer. Mark Davidson has expressed an interest and is willing to take over this activity in the fall. Moved by Mel Hammond and seconded by Terry Lacey, in recognition for her dedication and as a thank you for running this activity, the MRC will purchase a gift for Betty Brant. Motion Carried (23-21)

VISITOR DEPUTATION: James McMurdo attended the meeting to discuss the food options available for the “Murder Mystery Night” on August 19, 2023. It was decided that burgers, sausage and corn on the cob would be a viable option. He will require 3-4 volunteers to assist him.

REPORTS OF MEMBERS:

1. The latest budget has been passed by Council
2. Judy purchased equipment for the required handwashing stations as set out by the local health unit. Small alterations are required otherwise the system will be quite functional and meet our needs.
3. Phil reported that equipment has been purchased for a first-aid kit to include instant cold packs, assorted band-aids and heavy duty scissors.

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4. Terry reported Indoor Pickleball moved outside Tuesday and that attendance was enough to warrant a 4th court in the arena.

5. Swimming lesson registration has been set up for June 29 & 30, 2023 with Lessons to run July 3 - 20 and July 17 - Aug 20. The overlap is to allow for the transition in instructors. The schedule can be set up by the instructors to meet their requirements. If possible, the instructors attend registration day. Joyce working on a poster for this year's session.

#### NEW BUSINESS:

Expense Reports: Joyce reminded us, at the request of the Township Office, to fill out Expense Forms when claiming expenses to be reimbursed. These forms are available at the office.

Kids T-Ball: This activity is set to go.

Movie Nights: The committee has decided not to show any movies in July or August as there are lots of events happening. Joyce had a phone call re: Criterion licence to confirm that we are going to renew this permit. The June 2nd movie will be Capt. Fantastic and June 16 we will show a movie to commemorate Indigenous People.

Outdoor pickleball: Phil reported that with the increased popularity in Pickleball and with it moving to the arena for the warmer months, the 4th court has been laid out. Outdoor times Tues, Wed, Fri 9am - Noon. Attendance is anticipated to increase as the weather warms up and seasonal residents return to the area. The operations manager has installed a lockbox beside the equipment/change room door to hold the key for that room.

Ribfest: There is still much to do with this event. Phil will submit the required Health Unit form. We have 2 BBQ's, a wash station and are looking for volunteers to assist the Rec Committee.

#### MOTION ARISING FROM NEW BUSINESS:

Moved by Judy Ryeland and seconded by Mel Hammond, the committee will purchase two new sets of Pickleball nets and stands to replace the oldest sets that are wearing out.

Motion Carried (23-22)

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**OTHER BUSINESS:**

Kids Fish and Fun Derby scheduled from 2:30 - 4:30 on July 15, 2023. Heather Scheffler, owner of the Outpost is donating coupons valid for a free ice cream for the participants. She will also supply a prize for the winning fish.

Murder Mystery: Aug 19, 2023. At this time arrangements have been made with J. McMurdo and the Legion Branch 394 re: food and drinks. Quotes for headset rental or purchase have come in from Long & McQuade and there is one to come in from Michael Enterprise A/V. Posters to be worked on.

McKellar 150 Grand Celebration: July 29, 2023. 10am - 4 pm. Joyce reported that the Rec Committee will have a carnival games booth set up in the arena.

**NEXT MEETING:** June 22, 2023, 3:30 p.m.

**ADJOURNMENT:** Moved by Mel Hammond and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby adjourn at 5:00 p.m. Motion Carried (23-23).



# Township of McKellar

## Report to Council

**Prepared for:** Mayor & Council

**Department:** Public Works

**Date:** June 20, 2023

**Report No:** PW-2023-06

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**Subject:** Master Services Agreement – Blue Box Transition July 2024

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### Recommendation:

That the Council of the Corporation of the Township of McKellar does hereby receive this report for information and direct staff to contact Circular Materials Ontario to inform them of the Township's intent to approve the master services agreement after further review.

### Background:

The Township received the Master Services Agreement (MSA) for services related to blue box material from Circular Materials Ontario at the end of May 2023. Public Works, Treasury and Administration staff reviewed the document as it affects multiple departments within the Township.

A meeting was held with Janet Robins of the Continuous Improvement Fund on May 29, 2023. The Continuous Improvement Fund (CIF) is a partnership between the [Association of Municipalities of Ontario](#) (AMO), the [City of Toronto, Stewardship Ontario](#) (SO) and the [Resource Productivity and Recovery Authority](#) (formerly Waste Diversion Ontario – WDO). The CIF commenced operations on May 1, 2008 under a Memorandum of Agreement (MOA) signed by the program partners, operating as a committee of WDO. The CIF's mandate is to improve the effectiveness and efficiency of Ontario's municipal blue box Programs. This mandate is fulfilled through the provision of funding, technical support and training to aid municipalities and program stakeholders in the identification and development of best practices and technological and market-based solutions that lead to program improvements. Janet helped identify areas of concern with the original MSA that was forwarded to the Township:

1. The agreement had the Township responsible for both the operations and collections of the depot. "Operations" is defined as running the current collection site (Transfer Station) and staffing the site. "Collections" is defined as coordinating haulage of the blue box material to a receiving facility.
2. The agreement had the Township's non-eligible sources calculation at 25%. Non-eligible sources are defined in the O. Reg. 391/21 as commercial businesses, industrial, places of worship, daycares, Municipal buildings, campgrounds, etc. After staff calculated the non-eligible sources using MPAC property data, the Township's percentage is 1.9%.
3. The operating hours of the Transfer Station were not included in the agreement.
4. The offer CMO proposed did not cover the costs of operating the blue box portion of the depot.

### Analysis:

Staff had a meeting with Clayton Sampson of CM on June 1, 2023 to discuss the Township's concerns in the MSA. Clayton was able to hear staff's concerns and is in the process of creating a new MSA which will include:

1. Section 2.1 Scope of Collection Services in Article 2 will define the responsibilities of the Township to just be the operations of the depot. The Township is responsible for housing the collection site (Transfer Station) and staffing it.

2. Section 3.3 Non-Eligible Source Deduction will be changed to 1.9% to reflect the true non-eligible sources from the Township.
3. The hours of operation for the Transfer Station will be included in Exhibit 2: Staffed Depots in Eligible Communities.
4. CMO wants to work with Municipalities so they opt-in to the program. CMO's offer is projected to cover 100% of the cost to operate (based from the 2020 Data Call) and will also account for an annual increase based on the Consumer Price Index (CPI).

**Financial:**

CMO is eager to work with Municipalities to opt-in. If Municipalities opt out, they will have to source lands to house a depot as they would not be using existing Transfer Station facilities. It is in their best interest to compensate Municipalities so they are offering 100% of the blue box operation costs from the 2020 Data Call and annual CPI increases.

During the transition period (July 1, 2024 to July 1, 2026) eligible and non-eligible sources of blue box material are able to be mixed and CMO will accept non-eligible material. Therefore, there is a non-eligible source deduction calculated in the contract price. The Township's rate is 1.9% x \$200.00/tonne.

**Policies Affecting Proposal:**

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

Transfer Station By-law 2008-25 - No changes are currently needing to be made to the Transfer Station By-law. Post transition (July 1, 2024) blue box material will need to be kept separated 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 MSAs, sign a letter of intent or provide a Council resolution to show intent of opting into the program by Friday June 30, 2023. Otherwise, they will proceed with contract alternatives, that which have not been specified.

Once the updated MSA has been received from CMO, it will be reviewed by staff and Janet Robins (CIF) to ensure there are no further amendments to the MSA required.

**Respectfully submitted by:**

  
Karlee Britton, Deputy Clerk

**Reviewed by:**

  
Greg Gostick, Director of Operations

**Attachments:** Master Services Agreement for Services Related to Blue Box Material  
(Number 2024-00-076)

**ATTACHMENT 1 TO SCHEDULE A**  
**STATEMENT OF WORK FOR**  
**ELIGIBLE COMMUNITY DEPOT COLLECTION**

**for**

**MASTER SERVICES AGREEMENT**

**Number 2024-00-076**

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**STATEMENT OF WORK**

STATEMENT OF WORK NUMBER: 1

This statement of work (“Statement of Work”) is given pursuant to the Master Services Agreement (“MSA”), made as of \_\_\_\_\_ BETWEEN Township of McKellar (“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”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of \_\_\_\_\_ (“Statement of Work Effective Date”).

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 the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Statement of Work for all Depots listed in Exhibit 2 and Exhibit 3.
2. The Work under this Statement of Work shall include all the Contractor’s other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 5 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, extend this Statement of Work 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 “SoW Term”.
4. The full compensation for the Work under this Statement of Work 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 the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work 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 Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work 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.



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

**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**

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source and delivery of the collected Blue Box Material to an RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

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

“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 the MSA.

“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.

“NEW DEPOT” means a new depot as agreed to by the Parties for the purposes of this MSA.

“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.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

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

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

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

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

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

“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.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material, including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public spaces. The ValType shall be recorded on weigh scale tickets at an RF.

**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, quality control of received Blue Box Material, storage of Blue Box Material, sorting as required, hauling of material to an RF and unloading by material stream for Blue Box Material, for 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 the MSA.
- (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 from a Depot through to delivery to an RF.
- (d) Ownership of the Blue Box Material accepted at a Depot by the Contractor shall not transfer to the Contractor.
- (e) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

### ARTICLE 3 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, pursuant to Section 8.8 of the MSA.

#### 3.2 Blue Box Material to be Collected

- (a) The Contractor will collect Blue Box Material listed in Exhibit 4 and 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 delivered to the RF in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging 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 minimum separation of 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
  - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
    - gable top containers
    - aseptic containers

#### 3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b), the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction"), based on information and documents provided by the Contractor, shall be twenty-five percent (25%) 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 twenty-five percent (25%), 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 Unloading Blue Box Material**

- (a) The locations of the RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:
  - (i) The inbound Hauling Vehicle shall pass over the weigh scale without exception. The operator of the Hauling Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
  - (ii) The Hauling Vehicle shall go to the designated tipping floor area of the RF. Blue Box Material, as Single Stream, Stream 1 and Stream 2, or each type of further segregated subcategories of Stream 1 and Stream 2, must be deposited into the appropriate tipping floor area. A Hauling Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
  - (iii) If Hauling Vehicles have more than one compartment and are carrying more than one Stream of Blue Box Material, selected Hauling Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Hauling Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Hauling Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Hauling Vehicle. The Hauling Vehicle will then return to the weigh scale to obtain a tare weight;
  - (iv) The Hauling Vehicle must empty the fibre and container compartments on every trip to the RF. The Hauling Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Hauling Vehicle operator shall not clean out the Hauling Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;

- (v) If the Hauling Vehicle experiences a bulkhead failure, the Hauling Vehicle operator shall work with the tipping floor supervisor to separate the materials from each compartment;
  - (vi) Every Hauling Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered; and
  - (vii) In the event an RF is unable to accept Blue Box Material from a Hauling Vehicle, the Contractor shall immediately notify CMO and the Hauling Vehicle shall proceed to another RF as directed by CMO. If the other RF is more than a sixty (60) minute drive from the centroid of an Eligible Community where the Blue Box Material was collected, CMO will reimburse the Contractor for reasonable expenses it incurs as a result of the Hauling Vehicle's travelling beyond the sixty (60) minute boundary.
- (d) The Hauling Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

### **3.5 Insurance**

Without limiting the generality of Section 8.6 of the MSA, the Contractor shall obtain and maintain the "all risk" property insurance referred to in Section 8.6(a)(iv) for all Depots.

## ARTICLE 4 RECORD KEEPING AND REPORTING REQUIREMENTS

### 4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of equipment for each Depot prior to the Statement of Work Eligible Community Service Commencement Date and shall submit an updated inventory of equipment for each Depot on a quarterly basis.
- (b) The Contractor shall cause the Hauling Vehicle operator to provide the following information to CMO or such Person identified by CMO from time to time, including the RF representative, such that the following data may be collected for each inbound vehicle:
  - (i) Originating Eligible Community ID number;
  - (ii) Valtype (i.e., Depot) as applicable to the load;
  - (iii) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
  - (iv) Contractor ID number;
  - (v) Hauling Vehicle number; and
  - (vi) Hauling Vehicle licence plate number.
- (c) The Contractor shall retain records for the Blue Box Material that is collected and delivered to a RF including a record of the number of Hauling Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered.
- (d) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form reasonably approved by CMO, outlining kilometres driven and actual or estimated fuel consumed by Hauling Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Hauling Vehicle category and where Hauling Vehicles are used for a specific Valtype the information for Hauling Vehicles will be listed separately.
- (e) The Contractor shall, in addition to the records specified above, review a monthly summary report prepared by CMO and provided to the Contractor via an online web-based interface by the fifth (5th) day of the month following the month addressed in the summary report. If the fifth (5th) day of the month falls on a Saturday, Sunday or Statutory Holiday, the report may be provided on the next Business Day. This report shall include the following information:
  - (i) Originating Eligible Community ID number;
  - (ii) Total number of Depots;
  - (iii) Number of Depots added or removed through a Change Order during the calendar month;
  - (iv) Percentage of Blue Box Material from Non-Eligible Sources;
  - (v) Valtype of each load;



- (vi) Blue Box Material onboard each load;
  - (vii) Scale ticket number;
  - (viii) Gross weight (tonnes);
  - (ix) Tare weight (tonnes, including by split load if applicable); and
  - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (f) Within five (5) calendar days of the monthly summary report being provided to the Contractor via an on-line web-based interface, the Contractor shall review such monthly summary report and notify CMO of (i) any discrepancies in such monthly summary report or (ii) the Contractor's acceptance of such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month. If the fifth (5) calendar day after such report is provided to the Contractor falls on a Saturday, Sunday or Statutory Holiday, the Contractor may notify CMO on the next Business Day.
- (g) If the Contractor does not notify CMO of any discrepancies in, or of the Contractor's acceptance of, such monthly summary report within the time specified in Section 4.1(f) of this Exhibit 1, the Contractor shall be deemed to have accepted such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month.
- (h) If the Contractor notifies CMO of any discrepancies in a monthly summary report within the time specified in Section 4.1(f) of this Exhibit 1, CMO will make commercially reasonable efforts to resolve the discrepancies and reissue such report within five (5) Business Days of being notified by the Contractor of such discrepancy. The Contractor shall review and respond to such reissued report in accordance with the requirements specified in Section 4.1(f) of this Exhibit 1 and Sections 4.1(f) and 4.1(g) of this Exhibit 1 shall otherwise apply to such reissued report.

**ARTICLE 5**  
**DOCUMENTATION AND PAYMENT**

**5.1 Documentation and Payment**

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall review and accept the monthly summary report for the Work performed in the prior calendar month for such Eligible Community in accordance with Section 4.1 of this Exhibit 1. Once accepted, or deemed to be accepted, by the Contractor, such monthly summary report shall be a work report for the month (the “**Work Report for the Month**”) in respect of the applicable calendar month.
- (b) If requested by CMO, the Contractor shall provide Hauling Vehicle weigh scale records.
- (c) For clarity, the Contractor will only be paid for Work under this Statement of Work in respect of any calendar month once there is a Work Report for the Month for such calendar month.
- (d) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor’s responsibilities.

**EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES**

<b>Eligible Community</b>	<b>Depot Name</b>	<b>Street Address</b>	<b>City</b>	<b>Postal Code</b>	<b>Days of Operation per calendar month</b>	<b>Hours of Operation per day</b>
Township of McKellar	Township of McKellar	13 Lees' Road	McKellar	P2A 0B5		

**\*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
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	Single Stream
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	no
	Coloured Glass	no

**\*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 Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community.

Eligible Community	Statement of Work Eligible Community Service Commencement Date
Township of McKellar	2024-07-01

**EXHIBIT 6: COMPENSATION**

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:
- (a) Residential Depot Collection Costs; less
  - (b) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material delivered to all RFs during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Statement of Work, “**Residential Depot Collection Costs**” means \$1,991.00, as adjusted in accordance with this MSA, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$200.00 per tonne, as adjusted in accordance with this MSA.

The Residential Depot Collection 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 MSA, the Residential Depot Collection Costs shall not be increased, and the Contractor shall not receive any additional compensation, if there is an increase in such administration factor.

1.2 Total Residential Depot Collection Costs Adjustment

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

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

- (b) The “**Base Residential Depot Collection Costs**” is the Residential Depot Collection Costs at the Statement of Work Eligible Community Service Commencement Date as set out in Section 1.1.

1.3 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 SoW Term shall be determined as follows:

Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + Diesel Fuel Price Component Adjustment + Natural Gas Fuel Price Component Adjustment + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price at the Statement of Work Eligible Community Service Commencement Date as set out in Section 1.1.

1.4 Fuel Price Component Adjustment

- (a) The “**Fuel Price Component**” is 20% of the Base Residential Depot Collection Costs or 20% of the Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

(b) Diesel Fuel

If the Contractor utilizes diesel fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the Statement of Work Eligible Community Service Commencement Date and for each subsequent calendar month in which diesel fueled Hauling Vehicles are used for the performance of the Work, then the “**Diesel Fuel Price Component Adjustment**” shall be (1) Fuel Price Component multiplied by (2) the percentage of fuel (measured by dollar expenditure) used in the Eligible Communities for the calendar month for the Hauling Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Hauling Vehicles in the applicable calendar month multiplied by (3) 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> (“**Diesel Fuel Index**”), since the Statement of Work Eligible Community Service Commencement Date. The diesel Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Residential Depot Collection Costs or Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

(c) Natural Gas

If the Contractor utilizes compressed natural gas fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the Statement of Work Eligible Community Service Commencement Date and for each subsequent calendar month in which natural gas fueled Hauling Vehicles are used for the performance of the Work, then the “**Natural Gas Fuel Price Component Adjustment**” shall be (1) Fuel Price Component multiplied by (2) the percentage of fuel (measured by dollar expenditure) used in the Eligible Communities for the calendar month for the Hauling Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Hauling Vehicles in the applicable calendar month multiplied by (3) the percent change in the Ontario Compressed Natural Gas Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“**Natural Gas Index**”), since the Statement of Work Eligible Community Service Commencement Date. The Natural Gas Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Residential Depot Collection Costs or Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

1.5 Non-Fuel Price Component Adjustment

- (a) The “**Non-Fuel Price Component**” is 80% of the Base Residential Depot Collection Costs or 80% of the Base Non-Eligible Source Blue Box Material Unit Price, as applicable.
- (b) For the first calendar month immediately following the first annual anniversary of the Statement of Work Eligible Community Service Commence 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 Statement of Work Eligible Community Service Commence Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Collection Costs or Base Non-Eligible Source Blue Box Material Unit Price, as applicable, for such calendar month and for each of the subsequent eleven (11) calendar months.



- (c) For the purposes of this Section 1.5, “**CPI Index**” means the Consumer Price Index, 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>).

#### 1.6 Changes to Indices

The Diesel Fuel Index, Natural Gas Index and CPI Index shall be subject to revision as agreed by the Parties in the case the publisher materially changes such index or discontinues or replaces it.

**MASTER SERVICES AGREEMENT**  
**for**  
**SERVICES RELATED TO BLUE BOX MATERIAL**  
**Number 2024-00-076**

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This Master Services Agreement (this “MSA”) is entered into as of \_\_\_\_\_, (“Effective Date”)

Between

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 Materials and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this MSA respecting the collection of Blue Box Material and related services for the applicable Eligible Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

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

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 MSA, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

“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 MSA 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 in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

“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 this MSA.

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

“COLLECTION DATA” means all data or information pertaining to Equipment or Blue Box Material or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CMO pursuant to this MSA.

“COLLECTION VEHICLE” means a vehicle used to perform collection services.

“CONTRACT PRICE” means the total price payable under this MSA, as set forth in the Statements of Work.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor’s obligations under this MSA, other than a Material Contractor Default.

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

“CURRENT PANDEMIC CONDITIONS” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement

of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“EFFECTIVE DATE” has the meaning set out above in this MSA.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“EQUIPMENT” means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

“HAULING VEHICLE” means a vehicle used to perform hauling services.

“INTELLECTUAL PROPERTY RIGHTS” means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

“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 MSA identified by CMO, from time to time, in writing.

“MATERIAL CONTRACTOR DEFAULT” means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation; or
- (iv) abandoning the Work.

“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.

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

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

“STATEMENT OF WORK” means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

“STATEMENT OF WORK ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 5.2.

“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 MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

“WORK REPORT FOR THE MONTH” has the meaning set forth in the applicable Statement of Work.

## **1.2 Interpretation**

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (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, 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 MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.



- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA 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 MSA 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 MSA, 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 MSA 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) Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
  - (i) Amendments to the Statements of Work;
  - (ii) Statements of Work;
  - (iii) Amendment to the other portions of this MSA made in accordance with the requirement of this MSA, including Change Orders; and
  - (iv) Other portions of this MSA.

### **1.3 Managed Contract**

- (a) The Parties acknowledge and agree that this MSA 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 MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
  - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b) and 8.8(h)(i) of this MSA;

- (ii) shall be notified, along with CMO, pursuant to Sections 6.2(e), 6.2(g) and 8.9(b) of this MSA; and
- (iii) may provide notice to the Contractor pursuant to Section 7.1(b) of this MSA.

## ARTICLE 2 TERM

### 2.1 Term

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO's right to make a claim against Contractor for the damages on account for such a breach.

## ARTICLE 3 SCOPE OF WORK

### 3.1 Service Provision

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. 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 MSA.
- (d) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO will issue a Change Order to the Contractor in accordance with Section 8.8.

### 3.2 Environmental Attributes

- (a) Environmental Attributes means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CMO for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CMO who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor's investment prior to the MSA Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

### 3.3 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 MSA (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:

- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
  - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO where the provision of such continued services will not, in the Contractor's sole discretion, adversely affect the Contractor's labour negotiations.
- (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 MSA (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA 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 MSA.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

### 4.1 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 MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA 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 MSA and the consummation of the matters contemplated by this MSA 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) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CMO; and
- (f) in performing its obligations under this MSA, 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.

## ARTICLE 5 CONTRACTOR MANAGEMENT

### 5.1 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain and deliver records generated in accordance with the provisions of this MSA, including an annual fuel emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

### 5.2 Subcontractors

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this MSA 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.

### 5.3 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, 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 MSA, 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 5.3 for the administration of this MSA and any internal purposes.

#### **5.4 Contingency Plan**

In the event of a Contractor Default or a Material Contractor Default, CMO may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CMO, for review and approval, a contingency plan ("Contingency Plan") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CMO notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CMO as soon as practical, but not later than within two (2) Business Days of CMO approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.



## ARTICLE 6 COMPENSATION

### 6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

### 6.2 Documentation and Payment

- (a) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) Subject to Section 6.2(c), after there is a Work Report for the Month in respect of a calendar month, CMO shall pay the Contract Price of the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work, during the calendar month related to such Work Report for the Month, within thirty (30) calendar days of the date the Work Report for the Month is agreed upon by the Contractor and CMO.
- (c) CMO shall not pay the Contract Price of the Work performed during a calendar month until at least forty-five (45) calendar days after the last day of such calendar month.
- (d) For clarity, CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, including the Work Report for the Month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) 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.
- (f) Price adjustments may be made pursuant to Section 6.4.
- (g) 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.

### 6.3 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, 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.

- (b) The Contractor 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.

#### **6.4 Price Adjustment**

Price adjustments may be specified in a Statement of Work.

#### **6.5 Monies Due to CMO**

In the event there are any monies payable to CMO by the Contractor under the terms of this MSA, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.

#### **6.6 Other Requirements**

The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.

#### **6.7 Interest**

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.

#### **6.8 Limited Liabilities**

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this MSA, 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 6.8(a) 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 MSA, including the applicable Statements of Work, that are in excess of Contract Price; and
  - (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) Subject to 6.8(d), the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this MSA, 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 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

## ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

### 7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CMO may give the Contractor notice as a written warning detailing the performance failure.

### 7.2 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 MSA 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 MSA;
    - (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 4.1(e);
    - (C) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
    - (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 MSA;
    - (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 MSA 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 MSA, 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 MSA, indemnification by the Contractor pursuant to this Section 7.2(a) 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 MSA, including under this Section 7.2(a), 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 MSA 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).

### 7.3 COVID-19

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

### 7.4 Force Majeure

- (a) Subject to Section 7.4(b), "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) Circumstances relating to the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute a Force Majeure Event.
- (d) 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 MSA.
- (e) 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 MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
  - (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
  - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/ or
  - (iii) authorize the Contractor to continue the performance of this MSA 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 MSA 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 MSA that it does not perform as a result of a Force Majeure Event.

- (f) For the purposes of clarification and notwithstanding any other provision in this MSA, 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 MSA.

## 7.5 MSA Termination

- (a) Any termination of this MSA 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 MSA, CMO may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
  - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
  - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;

- (iii) 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 the time specified in a Contingency Plan approved by CMO in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
  - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work 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 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, 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.

## 7.6 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, 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 MSA does not relieve the Contractor from any liability remaining under this MSA.
- (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 7.5(b).
- (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 MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA 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 MSA 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.



## 7.7 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 7.8.

## 7.8 Arbitration

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 (“Arbitration Act”), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA 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 MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA 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 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

## 7.9 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 MSA 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 MSA 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 MSA 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 MSA, including any rights or obligations under this MSA, or its power to execute such MSA, 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 MSA, 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 MSA 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, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, 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. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. 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 certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA 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 MSA:
  - (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 MSA, 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 the execution of this MSA. 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 MSA 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 MSA. 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) For all Statements of Work involving depots, "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 (including all Depots applicable to such Statement of Work) 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 MSA. 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 MSA**

- (a) Changes to this MSA, including any Statement of Work, 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 and the Parties have entered into a Statement of Work in respect of such change.

#### **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 MSA is required;
  - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;

- (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; 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 the Statement of Work ("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 MSA.
- (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 MSA, 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 MSA. 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 MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

## 8.9 Conflicts and Omissions

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. 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 MSA, 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 MSA 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 MSA, 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 Intellectual Property**

- (a) Subject to Section 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "Documentation") are the property of CMO or such other entity as identified by CMO, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the Freedom of Information and Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CMO may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CMO free and clear of all encumbrances upon CMO making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CMO shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.



- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CMO.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CMO a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO to exploit the Work and Documentation.

#### **8.12 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 MSA. 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 MSA;
  - (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 MSA 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 MSA 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 MSA, 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 MSA, 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 MSA 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 MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 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 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

### **8.13 Severability**

- (a) If, for any reason, any part, term, or provision of this MSA 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 MSA 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.

#### **8.14 Survival**

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.2 (Responsibility for Damages/Indemnification), Section 7.5 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.12 (Confidentiality Covenant).

#### **8.15 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 MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

#### **8.16 Revisions to this MSA**

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA 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 MSA 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.

#### **8.17 Counterparts**

This MSA 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 MSA 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 MSA.

#### **8.18 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 MSA 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](mailto:operations@circularmaterials.ca)

With a copy to Manager:

RLG Systems Canada Inc.  
250 University Ave #200  
Toronto, ON M5H 3E5  
Attention: Catherine McCausland

Email: [Catherine.McCausland@rev-log.com](mailto:Catherine.McCausland@rev-log.com)

**To Contractor:**

Township of McKellar  
701 Highway 124  
McKellar, ON P0G 1C0  
Attention: Ina Watkinson

Email: [clerk@mckellar.ca](mailto:clerk@mckellar.ca)

## ARTICLE 9 MSA SCHEDULE

### 9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

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

**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.

**ATTACHMENT 2 TO SCHEDULE A**  
**STATEMENT OF WORK FOR ELIGIBLE COMMUNITY PROMOTION AND EDUCATION**  
**(Only Depot Collection Services)**  
**for**  
**MASTER SERVICES AGREEMENT**  
**Number 2024 -00-076**

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**STATEMENT OF WORK**

STATEMENT OF WORK NUMBER: 2

This statement of work (“Statement of Work”) is given pursuant to the Master Services Agreement (“MSA”), made as of \_\_\_\_\_ BETWEEN Township of McKellar (“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”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of \_\_\_\_\_ (“Statement of Work Effective Date”).

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 the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Households located within the applicable Eligible Community listed in Exhibit 4. For clarity, the Contractor shall perform the Work required by this Statement of Work for a Household located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Household is not included in the number of Households listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor’s other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work 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 “SoW Term”.
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work 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 Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - i. Exhibit 1 – Scope of Work and Other Provisions;
  - ii. Exhibit 2 – Households;
  - ii. Exhibit 3 – Blue Box Material Accepted in Collection System;
  - iv. Exhibit 4 – Service Commencement Dates; and

v. Exhibit 5 – Compensation.

**[Remainder of Page Intentionally Left Blank]**

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

**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**

“DEPOT COLLECTION SERVICES” means the work described in the Statement of Work for Eligible Community Depot Collection or the Statement of Work for Eligible Community Depot Operation, as applicable.

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

“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 the MSA (including the households referred to in Exhibit 2).

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

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

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

**ARTICLE 2**  
**SCOPE OF PROMOTION AND EDUCATION SERVICES**

**2.1 Scope of Promotion and Education Services**

- (a) The Contractor shall have primary responsibility for executing promotion and education for Households, including distribution of the Contractor's Promotion and Education Materials, including newsletters, calendars and apps for collection schedules.
- (b) 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 Statement of Work 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.
- (c) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

**ARTICLE 3**  
**SERVICE PROVISION**

**3.1 Service Provision**

- (a) The Contractor will have primary responsibility for providing persons associated with Households information about collection services, including:
- (i) where the Contractor is providing Depot collection:
- the location of every depot collection site and its hours of operation;
  - a list of blue box material that may be delivered to the depots;
  - a list of materials that may not be included with Blue Box Material when delivered to the depots; 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 3 Blue Box Material Accepted in Collection System in communications with Households.

**ARTICLE 4**  
**DOCUMENTATION AND PAYMENT**

**4.1 Documentation and Payment**

- (a) The Contractor shall review a monthly summary report prepared by CMO and provided to the Contractor via an online web-based interface by the fifth (5th) day of the month following the month addressed in the summary report. If the fifth (5th) day of the month falls on a Saturday, Sunday or Statutory Holiday, the report may be provided on the next Business Day. This report shall include the total number of Households.
- (b) Within five (5) calendar days of the monthly summary report being provided to the Contractor via an on-line web-based interface, the Contractor shall review such monthly summary report and notify CMO of (i) any discrepancies in such monthly summary report or (ii) the Contractor's acceptance of such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month. If the fifth (5) calendar day after such report is provided to the Contractor falls on a Saturday, Sunday or Statutory Holiday, the Contractor may notify CMO on the next Business Day.
- (c) If the Contractor does not notify CMO of any discrepancies in, or of the Contractor's acceptance of, such monthly summary report within the time specified in Section 4.1(b) of this Exhibit 1, the Contractor shall be deemed to have accepted such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month.
- (d) If the Contractor notifies CMO of any discrepancies in a monthly summary report within the time specified in Section 4.1(b) of this Exhibit 1, CMO will make commercially reasonable efforts to resolve the discrepancies and reissue such report within five (5) Business Days of being notified by the Contractor of such discrepancy. The Contractor shall review and respond to such reissued report in accordance with the requirements specified in Section 4.1(b) of this Exhibit 1 and Sections 4.1(b) and 4.1(c) of this Exhibit 1 shall otherwise apply to such reissued report.
- (e) Once accepted, or deemed to be accepted, by the Contractor, a monthly summary report shall be a work report for the month (the "**Work Report for the Month**") in respect of the applicable calendar month.
- (f) For clarity, the Contractor will only be paid for Work under this Statement of Work in respect of any calendar month once there is a Work Report for the Month for such calendar month.
- (g) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

**EXHIBIT 2: HOUSEHOLDS**

Eligible Community	Number of Households Receiving Only Depot Collection Services
Township of McKellar	1,657

**\*NOTE:** The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.

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



**EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM**

	Material	Single Stream
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	no
	Coloured Glass	no

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

**EXHIBIT 4: SERVICE COMMENCEMENT DATES**

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

<b>Eligible Community</b>	<b>Statement of Work Eligible Community Service Commencement Date</b>
Township of McKellar	2024-07-01

**EXHIBIT 5: COMPENSATION**

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as follows:
  - a) \$1.00 multiplied by the total number of Households listed in Exhibit 2 at the start of the applicable calendar month and divided by twelve (12).
- 1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar month.
- 1.3 The number of Households listed in Exhibit 2 shall be updated to reflect any Change Orders agreed under the MSA.



## Township of McKellar Report to Council

Prepared for: Council Department: Public Works  
Date: June 20, 2023 Report No: PW-2023-07

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**Subject: RFP No. PW-2023-10 Municipal Building Complex Shingle Replacement**

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### Recommendation:

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

Further award Request for Proposal No. PW-2023-10 Municipal Building Complex Single Replacement to Northbound Roofing in the amount of \$47,133.33 plus HST of \$6,127.33 for a total of \$53,260.66.

### Background:

On June 1, 2023 seven proposals were received before the closing deadline of 2:00 p.m. Proposals were opened publicly in the Council Chambers by Greg Gostick, Director of Operations and Karlee Britton, Deputy Clerk at 2:00 p.m.

### Analysis:

Proposals were carefully reviewed by the Director of Operations and the Deputy Clerk as each proponent had different shingles with varying lifespans and wind resistance ratings. Most quoted on a "lifetime" or 50-year shingle where the RFP stated 30 years was the minimum requirement. There was a varying range in the placing of underlayment and ice and water shield, some proposals had underlayment as an extra cost. Another noteworthy difference in proposals was the workmanship warranty. Most proposed a 2-3-year workmanship warranty whereas one proponent had 10 years.

Northbound Roofing is a factory certified GAF Roofing Contractor and are able to offer the Township with competitive workmanship, warranties and service. Their proposal includes all components of a GAF Roofing System to keep moisture out, energy costs down and to be esthetically pleasing. Their proposal also includes shingle replacement of the gazebo adjacent to the staff parking area and complementary eavestrough cleaning for the Municipal complex building. Other local projects they have completed in April 2023 are the Community Living South Muskoka building in Bracebridge and the MacTier Legion.

Below is a comparison of the 4 most cost-effective proposals: [on page 2.]

Proponent	Shingle	Underlayment	Warranty	Additional Costs	Other Notes
<b>Northbound Roofing</b> (\$53,260.66)	GAF Timberline HDZ Limited Lifetime Shingles	- Premium Synthetic Underlayment - GAF Weatherwatch Ice & Water Shield installed 3ft along eaves and valleys	- 10 year Workmanship warranty - Manufacturer's warranty on all roofing components		- Price includes the Gazebo - complementary eavestrough cleaning - removal & disposal of 1 layer of shingles
<b>AM Group Exteriors</b> (\$60,760.10)	Owen Corning "Oakridge" Lifetime Architectural Fiberglass Shingles	- Ice & Water Shield on all eaves 3ft up, on valleys and step flashing walls	- 2 year Workmanship warranty	-Synthetic underlayment on entire roof not covered with Ice & Water Shield additional \$3,465.00 +HST - Upgraded high wind shingles additional \$3,995.00 +HST - roof sheathing removed & replaced at \$120 +HST per sheet	
<b>Bay Roofing &amp; Exteriors Ltd.</b> (\$64,975.00)	IKO Cambridge Shingles (meet or exceed 30 year shingles specified in RFP)	- IKO Stormtite Synthetic Underlayment to entire roof - IKO Stormshield Ice & Water Shield 2 rows in valleys and eaves	- 3 year Workmanship warranty		- all materials disposed of at Municipal landfill, no bin
<b>A+ Roofing Canada</b> (\$78,794.90)	Timberline HD Shingles	-Deck Amor premium underlayment - GAF Weatherwatch Ice & Water Shield on perimeter and under valley	- Not specified		

**Financial:**

In the 2023 Capital budget, shingle replacement for the Municipal Complex building at 701 Hwy 124 was allocated \$75,000.00. Before HST, five of the seven proposals are within the budget.

Northbound Roofing's proposal is \$47,133.33 before taxes allowing for a large portion of the budget remaining for sheathing or fascia board replacement if water damage/rot is found.

**Policies Affecting Proposal:**

2019-44, The Procurement By-law

**Conclusion:**

Although Northbound Roofing was the lowest bid, they are also one of the best proposals offering lifetime shingles with a 130km/h wind rating, underlayment and a 10-year workmanship warranty. Replacement of sheathing was not included in their proposal but with the bid amount well under budget, there is money available if rotten sheets and fascia boards are discovered and need to be replaced. Northbound Roofing also had the shortest project duration of 3 days.

Attached is the GAF Timberline HDZ Limited Lifetime Shingles Spec Sheet. Council will need to decide on a colour for the shingles so it can be communicated to the successful proponent.

**Respectfully submitted by:**



Karlee Britton, Deputy Clerk

**Reviewed by:**



Greg Gostjck, Director of Operations

**Attachments:**

RFP Opening Form – June 1, 2023  
GAF Timberline HDZ Limited Lifetime Shingles Spec Sheet



# Township of McKellar

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

Phone: (705) 389-2842

Fax: (705) 389-1244

**Request for Proposal Opening**  
**RFP No. PW-2023-10**  
**Municipal Complex Building Shingle Replacement**

**Closing Date: June 1, 2023 2:00p.m.**

Vendor	Date/Time Rec'd	Subtotal	HST	Total
AT Roofing Canada	May 25, 2023 1:15 pm	\$69,730.00	\$9,064.90	\$78,794.90
AM Group Exteriors	May 29, 2023 2:43 pm	\$53,770.00	\$6,990.10	\$60,760.10
BC Roofing and Renovations Inc.	May 30, 2023 12:18 pm	\$74,477.15	\$9,682.03	\$84,159.19
Bay Roofing and Exteriors Ltd	May 31, 2023 9:31 am	\$57,500.00	\$7,475.00	\$64,975.00
GP Building Restoration Inc.	June 1, 2023 12:20 pm	\$92,000.00	\$11,960.00	\$103,960.00
Over the Top Roofing	June 1, 2023 12:24 pm	\$87,357.38	\$11,356.46	\$97,963.84
Northbound Roofing	June 1, 2023 12:26 pm	\$47,133.33	\$6,127.33	\$53,260.66

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

  
Greg Gostick  
Director of Operations

  
Karlee Britton  
Deputy Clerk

**GAF** Timberline<sup>®</sup>HDZ<sup>™</sup>  
High Definition<sup>®</sup> Shingles



## North America's #1-selling shingle just got better!

The same shingle you know and love,  
now with LayerLock™ Technology  
which powers the industry's widest  
nailing area.





# Timberline® HDZ™ Shingles

## Benefits:

- **LayerLock™ Technology** — Proprietary technology mechanically fuses the common bond between overlapping shingle layers.
  - **Up to 99.9% nailing accuracy** — The StrikeZone™ nailing area is so easy to hit that a roofer placed 999 out of 1,000 nails correctly in our test.<sup>1</sup>
  - **WindProven™ Limited Wind Warranty** — When installed with the required combination of GAF Accessories, Timberline® HDZ™ Shingles are eligible for an industry first: a wind warranty with no maximum wind speed limitation.<sup>2</sup>
  - Our legendary **Dura Grip™** sealant pairs with the smooth microgranule surface of the StrikeZone™ nailing area for fast tack. Then, an asphalt-to-
- asphalt monolithic bond cures for durability, strength, and exceptional wind uplift performance.
- **StainGuard® Algae Protection** — Helps protect the beauty of your roof against unsightly blue-green algae discoloration.<sup>3</sup>
  - **Seamless compatibility** — The new Timberline® HDZ™ Shingles are compatible with traditional Timberline HD® Shingles for the same look and feel homeowners and contractors rely on for beauty and endurance.<sup>4</sup>
  - **Perfect Finishing Touch** — For the best look, use TimberTex® Premium Ridge Cap Shingles or TimberCrest™ Premium SBS-Modified Ridge Cap Shingles.

## Product details:

### Product/System Specifics

- Fiberglass asphalt construction
- Dimensions (approx.): 13 1/4" x 39 3/8" (337 x 1,000 mm)
- Exposure: 5 5/8" (143 mm)
- Bundles/Square: 3
- Pieces/Square: 64
- StainGuard™ Algae Protection<sup>3</sup>
- Hip/Ridge: TimberTex®; TimberCrest™; Seal-A-Ridge™; Ridglass™
- Starter: Pro-Start®; QuickStart®; WeatherBlocker™

### Applicable Standards & Protocols:

- UL Listed to ANSI/UL 790 Class A
- Classified by UL in accordance with ICC-ES AC438
- Meets ASTM D7158, Class H
- Meets ASTM D3161, Class F
- Meets ASTM D3018, Type 1
- Meets ASTM D3462<sup>5</sup>
- ICC-ES Evaluation Reports ESR-1475 and ESR-3267
- Meets CSA A123.5

<sup>1</sup> Results based on study conducted by Home Innovation Research Labs, an independent research lab, comparing installation of Timberline HD® Shingles to Timberline® HDZ™ Shingles on a 16-square roof deck using standard 4-nail nailing pattern under controlled laboratory conditions. Actual results may vary.

<sup>2</sup> 15-year WindProven™ limited wind warranty on Timberline® HDZ™ Shingles requires the use of GAF starter strips, roof deck protection, ridge cap shingles, and leak barrier or attic ventilation. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit [gaf.ca/LRS](http://gaf.ca/LRS) for qualifying GAF products.

<sup>3</sup> StainGuard® algae protection is available only on shingles sold in packages bearing the StainGuard® logo. Products with StainGuard® algae protection are covered by a 10-year limited warranty against blue-green algae discoloration. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.

<sup>4</sup> To be mixed on one roof, Timberline® HDZ™ Shingles and Timberline HD® Shingles must have matching 6-digit codes found on the end of the bundle. When mixed, always use Timberline HD® installation instructions.

<sup>5</sup> Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

<sup>6</sup> Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence (or eligible second owner(s)) owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires use of GAF Lifetime shingles only. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Lifetime coverage on shingles and accessories requires use of any GAF Lifetime Shingle and any 3 qualifying GAF accessories. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit [gaf.ca/LRS](http://gaf.ca/LRS) for qualifying GAF products.

Note: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

## Colors & Availability:



We protect what matters most™



**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
<b><u>General</u></b>										
308	Debbie Zulak,									
MAY12023		05-01-23	Bank Account COUNCILLOR PAY APRIL 16 - APRIL 29, 1023	05-26-23	\$659.97	\$659.97	01-00-011-801	Bank Account	\$0.00	(\$123,578.85)
						\$659.97				
643	OMERS ADMINISTRATION CORPORATION, 900-100 ADELAIDE STREET WEST, TORONTO, ON, M5H 0E2									
MAY2023		04-05-23	OMERS Payable OMERS CONSTRUCTION APRIL 2023	05-26-23	\$15,598.74	\$15,598.74	01-00-000-639	OMERS Payable	\$0.00	\$5,575.42
						\$15,598.74				
<b>Total General</b>						<b>\$16,258.71</b>				
<b><u>General Liabilities and Equity</u></b>										
328	Pahapill and Associates, 75 MAIN STREET WEST, UNIT 2, HUNTSVILLE, ON, P1H 1W9									
TOW657A		05-02-23	Accrued Liability	05-26-23	\$5,000.00	\$5,000.00	01-01-030-610	Accrued Liability	\$0.00	\$10,848.65
						\$5,000.00				
1374	DAVID DERAICHE, 626 KITCHENER AVENUE, FERGUS, ON, N1M 1N4									
RDMAY2023		05-02-23	Refundable Entrance/Bldg Fees ROAD DAMAGE DEPOSIT REFUND	05-26-23	\$750.00	\$750.00	01-01-030-617	Refundable	\$0.00	(\$3,750.00)
						\$750.00				
<b>Total General Liabilities and Equity</b>						<b>\$5,750.00</b>				
<b><u>General Government</u></b>										
23	Bell Canada, P.O. Box 9000, Str.: Don Mills, North York, ON, M3C 2X7									
APRIL2023		04-16-23	Telephone MUNICIPAL OFFICE	05-26-23	\$164.28	\$164.28	01-02-060-007	Telephone	\$0.00	(\$503.78)
						\$164.28				
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
177738		04-27-23	Miscellaneous BLEACH/WATER JUGS	05-26-23	\$14.91	\$14.91	01-02-060-024	Miscellaneous	\$0.00	(\$33.37)
177823		05-03-23	Miscellaneous ONTARIO FLAGS	05-26-23	\$132.27	\$132.27	01-02-060-024	Miscellaneous	\$0.00	(\$33.37)
						\$147.18				
282	ViaNet, 128 Larch St. Suite 502, Sudbury, ON, P3E 5J8									
JUNE2023		05-04-23	WIRELESS INTERNET FOR JUNE 2023	05-26-23	\$170.90	\$170.90	01-02-060-023	Information Technology	\$0.00	(\$9,391.39)
						\$170.90				

**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
328	Pahapill and Associates, 75 MAIN STREET WEST, UNIT 2, HUNTSVILLE, ON, P1H 1W9									
TOW657A		05-02-23	Professional Services - Audit FOR PROFESSIONAL SERVICES RENDERED	05-26-23	\$851.20	\$851.20	01-02-060-019	Professional Services -	\$0.00	\$0.00
						\$851.20				
407	Corporate Express Canada Inc., C.O T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2									
62853343		04-19-23	Office Supplies/Materials	05-26-23	\$42.98	\$42.98	01-02-060-009	Office	\$0.00	(\$1,448.82)
						\$42.98				
554	Alex Herr, 17 John St, Parry Sound, ON, P2A 1R6									
LAUNDRY		05-03-23	Office Supplies/Materials LAUNDRY FOR MOP HEADS	05-26-23	\$20.00	\$20.00	01-02-060-009	Office	\$0.00	(\$1,448.82)
						\$20.00				
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
APRIL2023		04-22-23	Memberships/Subscriptions REV CLOSED CAPTIONING	05-26-23	\$27.47	\$27.47	01-02-060-017	Memberships/Subscriptio	\$0.00	(\$3,184.00)
APRIL2023		04-22-23	Information Technology Support GOOGLE SUITES	05-26-23	\$182.56	\$182.56	01-02-060-023	Information Technology	\$0.00	(\$9,391.39)
APRIL2023		04-22-23	Telecommunicaiton Service (Internet, Website) XPLORNET	05-26-23	\$119.56	\$119.56	01-02-060-031	Telecommunicaiton	\$0.00	(\$5,762.98)
APRIL2023		04-22-23	Telecommunicaiton Service (Internet, Website) STARLINK	05-26-23	\$646.18	\$646.18	01-02-060-031	Telecommunicaiton	\$0.00	(\$5,762.98)
						\$975.77				
1021	MY-TECH INFORMATION TECHNOLOGY, 20 BARTLETT DRIVE, SEGUIN, ON, P2A 2W8									
APRIL2023		05-02-23	Information Technology Support INFORMATION TECHNOLOGY SUPPORT - MONTHLY CON FOR APRIL 2023	05-26-23	\$1,143.28	\$1,143.28	01-02-060-023	Information Technology	\$0.00	(\$9,391.39)
						\$1,143.28				
1096	RHH ENGINEERING, 70 ISABELLA STREET, UNIT 111, PARRY SOUND, ON, P2A 2Z1									
23005		05-03-23	HST non recoverable	05-26-23	\$51.48	\$51.48	01-02-060-020	Professional Services -	\$0.00	(\$17,123.37)
						\$51.48				
1347	KARLEE BRITTON, , , ,									
MAY2023		05-03-23	Courses & Training AMCTO MUN LAW	05-26-23	\$391.78	\$391.78	01-02-060-015	Courses & Training	\$0.00	(\$391.78)
MAY2023		05-03-23	Conferences ZONE 7 SPRING MEETING	05-26-23	\$439.60	\$439.60	01-02-060-016	Conferences	\$0.00	(\$960.69)
						\$831.38				
<b>Total General Government</b>						<b>\$4,398.45</b>				

**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
<b><u>Fire Protection Services</u></b>										
23	Bell Canada, P.O. Box 9000, Strn.: Don Mills, North York, ON, M3C 2X7									
APRIL2023		04-16-23	Telephone FIRE DEPARTMENT SHARON	05-26-23	\$90.53	\$90.53	01-03-150-007	Telephone	\$0.00	(\$271.56)
			PARK DRIVE							
APRIL2023		04-16-23	Telephone Fire Hall #2	05-26-23	\$60.50	\$60.50	01-03-152-007	Telephone Fire Hall #2	\$0.00	(\$181.57)
						\$151.03				
218	Parry Sound Auto Parts, 74 Parry Sound Drive, Parry Sound, ON, P2A 0B8									
1-2933791		04-24-23	Motor Oil/Grease 200ML ULTRA 2-CY	05-26-23	\$27.54	\$27.54	01-03-153-140	Motor Oil/Grease	\$0.00	\$0.00
						\$27.54				
407	Corporate Express Canada Inc., C.O T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2									
62853343		04-19-23	Office Supplies/Materials - FIRE DEPARTMENT	05-26-23	\$320.79	\$320.79	01-03-150-009	Office	\$0.00	(\$94.50)
						\$320.79				
<b>Total Fire Protection Services</b>						<b>\$499.36</b>				
<b><u>Building Department</u></b>										
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
APRIL2023		04-22-23	Memberships/Subscriptions QUARTS FOR	05-26-23	\$128.00	\$128.00	01-04-170-017	Memberships/Subscriptio	\$0.00	(\$103.92)
			CBO			\$128.00				
<b>Total Building Department</b>						<b>\$128.00</b>				
<b><u>Protection to Persons and Property</u></b>										
665	CHRIS A. EVERITT, 66 MILLER DRIVE, MCDOUGALL, ON,									
APRIL2023		05-02-23	Bylaw Enforcement Annual Levy MONTHLY	05-26-23	\$1,600.00	\$1,600.00	01-05-182-030	Bylaw Enforcement	\$0.00	(\$4,800.00)
			BY-LAW ENFORCEMENT CONTRACT -							
			APRIL 2023							
APRIL2023		05-02-23	Mileage	05-26-23	\$320.58	\$320.58	01-05-190-006	Mileage	\$0.00	(\$750.00)
						\$1,920.58				
975	Minister of Finance (OPP), 33 KING STREET WEST, P.O. BOX 647, OSHAWA, ON, L1H 8X3									
32240423105902		04-30-23	Policing Services Annual Levy POLICING	05-26-23	\$30,729.00	\$30,729.00	01-05-160-030	Policing Services	\$0.00	(\$90,014.40)
			SERVICES OPP - APRIL2023			\$30,729.00				
<b>Total Protection to Persons and Property</b>						<b>\$32,649.58</b>				

**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
<b>Transportation</b>										
23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
APRIL2023		04-16-23	Telephone PUBLIC WORKS SHOP	05-26-23	\$45.26	\$45.26	01-06-200-007	Telephone	\$0.00	(\$135.77)
						<b>\$45.26</b>				
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
177509		04-12-23	Workshop Supplies WATER SOFTENER/SCREWS	05-26-23	\$24.98	\$24.98	01-06-210-148	Workshop Supplies	\$0.00	(\$1,503.66)
						<b>\$24.98</b>				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
815254		05-01-23	Fuel - Gas FUEL - F250	05-26-23	\$134.64	\$134.64	01-06-235-141	Fuel - Gas	\$0.00	(\$1,290.04)
815575		05-03-23	Fuel - Gas FUEL - F250	05-26-23	\$117.74	\$117.74	01-06-235-141	Fuel - Gas	\$0.00	(\$1,290.04)
						<b>\$252.38</b>				
351	Bay St. Graphics, 3-26 Bay St., Parry Sound, ON, P2A 1S5									
6066		05-03-23	Materials & Supplies ROAD CLOSED SIGNS	05-26-23	\$345.98	\$345.98	01-06-220-145	Materials & Supplies	\$0.00	(\$335.81)
						<b>\$345.98</b>				
357	Innovative Surface Solutions Canada, 78 Orchard Road, Ajax, ON, L1S 6L1									
PS-INV000124		04-28-23	Materials & Supplies PROPATCH	05-26-23	\$3,370.29	\$3,370.29	01-06-245-145	Materials & Supplies	\$0.00	(\$8,524.06)
						<b>\$3,370.29</b>				
820	FREIGHTLINER NORTH BAY, 40 COMMERCE CRESCENT, NORTH BAY, ON, P1A 0B4									
IN07566		04-28-23	Filters	05-26-23	\$1,329.31	\$1,329.31	01-06-228-143	Filters	\$0.00	(\$7.98)
						<b>\$1,329.31</b>				
845	TOROMONT CAT, 3131 Highway 7 West., POBox 5511, Concord, ON, L4K 1B7									
WO050888999		04-19-23	Maintenance Costs/Parts TROUBLE SHOOT STEERING SYSTEM	05-26-23	\$5,383.25	\$5,383.25	01-06-248-143	Maintenance Costs/Parts	\$0.00	(\$1,375.98)
WO0888999-2		04-21-23	Maintenance Costs/Parts	05-26-23	(\$465.50)	(\$465.50)	01-06-248-143	Maintenance Costs/Parts	\$0.00	(\$1,375.98)
						<b>\$4,917.75</b>				
982	AIR AUTOMOTIVE TRACKING INC., 160 COLLARD DRIVE, KING CITY, ON, L7B 1E4									
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-233-143	Maintenance Costs/Parts	\$0.00	(\$676.44)
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-235-143	Maintenance Costs/Parts	\$0.00	(\$259.19)
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-237-143	Maintenance Costs/Parts	\$0.00	(\$1,814.40)
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-246-143	Maintenance Costs/Parts	\$0.00	(\$840.81)
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-247-143	Maintenance Costs/Parts	\$0.00	(\$237.55)

**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
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-248-143	Maintenance Costs/Parts	\$0.00	(\$1,375.98)
MCK05-23		05-02-23	Maintenance Costs/Parts MONTHLY WIRELESS TRACKING FOR MAY 2023	05-26-23	\$20.35	\$20.35	01-06-250-143	Maintenance Costs/Parts	\$0.00	(\$40.00)
						\$142.45				
1096 23005	RHH ENGINEERING, 70 ISABELLA STREET, UNIT 111, PARRY SOUND, ON, P2A 2Z1	05-03-23	Materials & Supplies	05-26-23	\$2,925.00	\$2,925.00	01-06-424-145	Materials & Supplies	\$0.00	\$0.00
						\$2,925.00				
<b>Total Transportation</b>						<b>\$13,353.40</b>				
<b>Environmental Services</b>										
12 160745	Adams Brothers Construction Ltd, P.O. Box 324, Parry Sound, ON, P2A 2X4	05-01-23	Waste Hauling Contract	05-26-23	\$1,438.12	\$1,438.12	01-08-301-122	Waste Hauling Contract	\$0.00	(\$4,701.26)
						\$1,438.12				
23 APRIL2023	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7	04-16-23	Telephone TRANSFER STATION	05-26-23	\$45.26	\$45.26	01-08-300-007	Telephone	\$0.00	(\$135.78)
						\$45.26				
919 7113-000030410	WASTE CONNECTIONS OF CANADA INC., PO BOX 1779, 580 ECCLESTONE DRIVE, BRACEBRIDGE, ON, P1L 1V7	04-30-23	Recycling Contract RECYCLING CONTRACT	05-26-23	\$1,881.98	\$1,881.98	01-08-301-121	Recycling Contract	\$0.00	(\$4,600.47)
						\$1,881.98				
<b>Total Environmental Services</b>						<b>\$3,365.36</b>				
<b>Community Centre</b>										
23 APRIL2023	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7	04-16-23	Telephone COMMUNITY HALL	05-26-23	\$83.95	\$83.95	01-12-370-007	Telephone	\$0.00	(\$251.84)
						\$83.95				
109 177544	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3	04-14-23	Materials & Supplies WATER SOFTENER/SCREWS	05-31-23	\$232.81	\$232.81	01-12-370-145	Materials & Supplies	\$0.00	(\$819.45)
177738		04-27-23	BLEACH	05-26-23	\$31.53	\$31.53	01-12-370-145	Materials & Supplies	\$0.00	(\$819.45)
						\$264.34				
660 4677	FAST ENVIRO SERVICE, 705 SAVAGE SETTLEMENT ROAD, PO BOX 480, NOVAR, ON, P0A 1R0	04-30-23	Facility Maintenance SEPTIC INSPECTION AND PIPE REPLACEMENT	05-19-23	\$283.91	\$283.91	01-12-370-115	Facility Maintenance	\$0.00	(\$4,178.28)
						\$283.91				
<b>Total Community Centre</b>						<b>\$632.20</b>				

**Township of McKellar  
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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b><u>Cultural</u></b>										
169	McKellar Township Public Library, , , ,									
APRIL2023		05-03-23	Materials & Supplies LAMINATING SERVICE FOR 150TH EVENT FOR PLACEMATS	05-26-23	\$140.00	\$140.00	01-13-385-145	Materials & Supplies	\$0.00	(\$8,136.25)
						\$140.00				
440	McKellar United Church, GD, McKellar, ON,									
APRIL2023		05-03-23	Materials & Supplies CATERING FOR FIRE FIGHTERS DINNER	05-26-23	\$3,350.00	\$3,350.00	01-13-385-145	Materials & Supplies	\$0.00	(\$8,136.25)
						\$3,350.00				
1375	Lynne Aylsworth, 50 DEERFIELD, MCKELLAR, ON,									
MAY2023		05-02-23	Materials & Supplies LAUNDRY - TABLECLOTHS FROM 150TH EVENT	05-26-23	\$60.00	\$60.00	01-13-385-145	Materials & Supplies	\$0.00	(\$8,136.25)
						\$60.00				
<b>Total Cultural</b>						\$3,550.00				
<b>Total Bills To Pay:</b>						\$80,585.06				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>General</b>										
235	RECEIVER GENERAL, CANADA REVENUE AGENCY TECHNOLOGY CENTRE, 875 HERON ROAD, OTTAWA, ON, K1A 1B1									
MAY2023		05-04-23	CPP Deductions CPP/EI/TAX - APRIL 2023	05-26-23	\$10,257.66	\$10,257.66	01-00-000-631	CPP Deductions	\$0.00	(\$197.52)
MAY2023		05-04-23	EI Deductions CPP/EI/TAX - APRIL 2023	05-26-23	\$3,294.02	\$3,294.02	01-00-000-632	EI Deductions	\$0.00	(\$436.01)
MAY2023		05-04-23	Income Tax Payable CPP/EI/TAX - APRIL 2023	05-26-23	\$19,481.01	\$19,481.01	01-00-000-633	Income Tax Payable	\$0.00	\$8,310.03
						<b>\$33,032.69</b>				
<b>Total General</b>						<b>\$33,032.69</b>				
<b>Total Bills To Pay:</b>						<b>\$33,032.69</b>				





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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>General Government</b>										
329 41835	Smellies, 27 Dominion St., Bracebridge, ON, P1L 2A5	05-11-23	Office Supplies/Materials WINDOW ENVELOPES	05-26-23	\$422.82	\$422.82	01-02-060-009	Office	\$0.00	(\$1,511.80)
						\$422.82				
1022 SC0940505927	RICOH CANADA INC., P.O. BOX 600 STREETSVILLE RPO, MISSISSAUGA, ON, L5M 0M6	04-27-23	Printing/Photocopier COPY USAGE FOR APRIL 2023	05-26-23	\$365.91	\$365.91	01-02-060-012	Printing/Photocopier	\$0.00	(\$1,228.74)
						\$365.91				
1212 INQ10414	QUADBRIDGE, 5532 ST.PATRICK STREET, MONTREAL, QC, H4E 1A8	04-17-23	Office Equipment KENSINGTON SD4839P	05-26-23	\$201.48	\$201.48	01-02-060-018	Office Equipment	\$0.00	(\$3,473.74)
						\$201.48				
<b>Total General Government</b>						<b>\$990.21</b>				
<b>Fire Protection Services</b>										
257 IVC00000000218	Town of Parry Sound, 52 Seguin Street, Parry Sound, ON, P2A 1B4	04-25-23	Courses & Training FIRE DEPARTMENT RECRUIT TESTING DAY	05-26-23	\$705.94	\$705.94	01-03-150-015	Courses & Training	\$0.00	(\$1,292.27)
IVC00000000218		04-25-23	Mutual Aid Agreement FIRE DEPARTMENT RECRUIT TESTING DAY	05-26-23	\$550.00	\$550.00	01-03-150-102	Mutual Aid Agreement	\$0.00	(\$450.00)
						\$1,255.94				
1305 APRIL2023	ROBERT MORRISON, !	05-11-23	Office Supplies/Materials NOTEBOOK REFILL/COVER	05-26-23	\$106.85	\$106.85	01-03-150-009	Office	\$0.00	(\$415.29)
APRIL2023		05-11-23	Miscellaneous REFRESHMENTS FOR TRAINING	05-26-23	\$66.14	\$66.14	01-03-150-024	Miscellaneous	\$0.00	(\$1,618.89)
APRIL2023		05-11-23	Miscellaneous REFRESHMENTS FOR TRAINING	05-26-23	\$16.97	\$16.97	01-03-150-024	Miscellaneous	\$0.00	(\$1,618.89)
APRIL2023		05-11-23	Safety Equipment/Protective Clothing BADGES/CAPTAINS CAP	05-26-23	\$119.31	\$119.31	01-03-150-100	Safety	\$0.00	(\$2,505.78)
APRIL2023		05-11-23	Fire Fighting Tools/Equipment HOSEBACKPACK/BAG	05-26-23	\$280.88	\$280.88	01-03-150-111	Fire Fighting	\$0.00	(\$5,755.41)
APRIL2023		05-11-23	T2 - 2013 Freightliner - Fire Dept TRIPODS	05-26-23	\$101.17	\$101.17	01-03-153-207	T2 - 2013 Freightliner -	\$0.00	(\$2,153.36)
						\$691.32				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1378	ROBERT GIBSON, 4									
APRIL2023		05-11-23	Fire Fighting Tools/Equipment FOOT VALVE AND STRAINER FOR WILDFIRE PUMP	05-26-23	\$199.54	\$199.54	01-03-150-111	Fire Fighting	\$0.00	(\$5,755.41)
						\$199.54				
<b>Total Fire Protection Services</b>						<b>\$2,146.80</b>				
<b><u>Building Department</u></b>										
1297	CANADIAN TIRE #078, 30 PINE DRIVE, PARRY SOUND, ON, P2A 3B8									
15204		04-13-23	Vehicle Maintenance Costs/Parts WIPER BLADES FRONT AND BACK	05-26-23	\$66.13	\$66.13	01-04-170-143	Vehicle Maintenance	\$0.00	(\$119.67)
15204		04-13-23	Vehicle Maintenance Costs/Parts	05-26-23	(\$3.00)	(\$3.00)	01-04-170-143	Vehicle Maintenance	\$0.00	(\$119.67)
						\$63.13				
<b>Total Building Department</b>						<b>\$63.13</b>				
<b><u>Transportation</u></b>										
137	MUSKOKA AUTO PARTS, 45 Gibson Street, Parry Sound, ON, P2A 1X1									
773409/4		05-09-23	Motor Oil/Grease PYROPLEX BLUE #1 GREASE	05-26-23	\$18.24	\$18.24	01-06-228-140	Motor Oil/Grease	\$0.00	\$0.00
						\$18.24				
185	Metroland Northmedia, PO BOX 300, HAMILTON, ON, L8N 3G3									
7598923		05-04-23	Advertising AD FOR BRIDGE CLOSURE	05-26-23	\$40.61	\$40.61	01-06-200-011	Advertising	\$0.00	(\$133.69)
						\$40.61				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
816187		05-10-23	Fuel - Gas FORD 250	05-26-23	\$126.94	\$126.94	01-06-235-141	Fuel - Gas	\$0.00	(\$1,542.42)
						\$126.94				
572	McDougall Energy Inc, 421 Bay Street, Suite 301, Sault Ste. Marie, ON, P6A 1X3									
6497180		05-02-23	Fuel - Diesel DYED DIESEL LS	05-26-23	\$1,140.24	\$1,140.24	01-06-228-142	Fuel - Diesel	\$0.00	(\$26,340.82)
6497184		05-02-23	Fuel - Diesel LS DIESEL CLEAR	05-26-23	\$601.02	\$601.02	01-06-228-142	Fuel - Diesel	\$0.00	(\$26,340.82)
						\$1,741.26				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
845	TOROMONT CAT, 3131 Highway 7 West., POBox 5511, Concord, ON, L4K 1B7									
WO900927966		05-02-23	Maintenance Costs/Parts TRACT MAINTENANCE	05-26-23	\$127.51	\$127.51	01-06-243-143	Maintenance Costs/Parts	\$0.00	(\$829.17)
WO900927965		05-02-23	Maintenance Costs/Parts TRACT MAINTENANCE	05-26-23	\$44.13	\$44.13	01-06-248-143	Maintenance Costs/Parts	\$0.00	(\$6,314.08)
						<b>\$171.64</b>				
1087	J & J EQUIPMENT REPAIR INC., 84 CHISWICK LINE, R.R. # 1, POWASSAN, ON, P0F 1Z0									
79728		04-29-23	Materials & Supplies UMBRELLA/LOWER DOUBLE BLADE	05-26-23	\$439.14	\$439.14	01-06-224-145	Materials & Supplies	\$0.00	(\$668.08)
						<b>\$439.14</b>				
1126	LAWSON LANDSCAPES INC., P.O. BOX 597, 9 ROSE POINT ROAD, PARRY SOUND, ON, P2A 2X5									
5474		05-08-23	Contracted Services PAYMENT 6 OF 6 SNOWPLOW REMOVAL CONTRACT 2022/2023 SEASON	05-26-23	\$8,910.02	\$8,910.02	01-06-226-147	Contracted Services	\$0.00	(\$28,698.40)
						<b>\$8,910.02</b>				
1149	NIGHTHAWK ASSIST, 2 LEEDS ROAD, DEGUIN, ON, P2A 0B2									
0745		04-05-23	Maintenance Costs/Parts INSTALL TIRES AND TRAVEL TIME/MILEAGE	05-26-23	\$516.94	\$516.94	01-06-238-143	Maintenance Costs/Parts	\$0.00	\$0.00
						<b>\$516.94</b>				
<b>Total Transportation</b>						<b>\$11,964.79</b>				
<b><u>Environmental Services</u></b>										
331	Municipality of McDougall, 5 Baragar Blvd., McDougall, ON, P2A 2W9									
24562		04-30-23	Waste Hauling Contract WASTE TIPPING FEES FOR APRIL 2023	05-26-23	\$4,340.16	\$4,340.16	01-08-301-122	Waste Hauling Contract	\$0.00	(\$6,139.38)
						<b>\$4,340.16</b>				
<b>Total Environmental Services</b>						<b>\$4,340.16</b>				
<b><u>Health Services</u></b>										
196	NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT, 345 OAK STREET WEST, NORTH BAY, ON, P1B 2T2									
MAY2023		05-01-23	North Bay Parry Sound Health Unit Annual	05-26-23	\$3,432.37	\$3,432.37	01-09-330-030	North Bay Parry Sound	\$0.00	(\$13,497.96)
						<b>\$3,432.37</b>				
<b>Total Health Services</b>						<b>\$3,432.37</b>				

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<b><u>Cultural</u></b>										
1376	LES KOVACS, 19 CASCADE STREET, PARRY SOUND, ON, P2A 1J8									
APRIL2023		05-04-23	Materials & Supplies STAGE LIGHTING TRAINING FOR 150TH EVENTS	05-26-23	\$200.00	\$200.00	01-13-385-145	Materials & Supplies	\$0.00	(\$11,686.25)
						\$200.00				
<b>Total Cultural</b>						\$200.00				
<b><u>Planning and Development</u></b>										
1363	EDC Custom Contracting, 195 Manitou Drive, McKellar, ON, P2A 0B4									
MINORREFUND		05-10-23	Planning Fees - Committee of Adjustment MINOR VARIANCE DEPOSIT REFUND	05-26-23	\$500.00	\$500.00	01-14-104-537	Planning Fees -	\$0.00	(\$4,000.00)
						\$500.00				
<b>Total Planning and Development</b>						\$500.00				
<b>Total Bills To Pay:</b>						\$23,637.46				

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<b>General</b>										
308	Debbie Zulak, 1									
MAY152023		05-15-23	Bank Account COUNCILLOR'S PAY APRIL 30 - MAY 13, 2020	05-26-23	\$659.97	\$659.97	01-00-011-801	Bank Account	\$0.00	(\$8,244.46)
						\$659.97				
<b>Total General</b>						\$659.97				
<b>General Liabilities and Equity</b>										
1379	DAVID RODGERS, 12 MANITOUWABING ESTATES ROAD, MCKELLAR, ON, P2A 0B5									
MAY2023		05-17-23	Refundable Entrance/Bldg Fees ROAD DAMAGE DEPOSIT REFUND	05-26-23	\$750.00	\$750.00	01-01-030-617	Refundable	\$0.00	(\$5,250.00)
						\$750.00				
<b>Total General Liabilities and Equity</b>						\$750.00				
<b>General Government</b>										
114	Hurdville Community Club, 1 JONES ROAD, MCKELLAR, ON, P2A 0B5									
MAY2023		05-18-23	Donations / Grants to Organizations & Groups 2023 GRANT/DONATION	05-26-23	\$1,600.00	\$1,600.00	01-02-060-127	Donations / Grants to	\$0.00	\$0.00
						\$1,600.00				
1154	MARY SMITH,									
MAY2023		05-17-23	Courses & Training AMCTO - MAP UNIT 2	05-26-23	\$391.78	\$391.78	01-02-060-015	Courses & Training	\$0.00	(\$783.56)
						\$391.78				
1380	KPMG LLP, P.O. BOX 4348, STATION A, TORONTO, ON, M5W 7A6									
8004800290		05-09-23	Professional Services - Audit INTERIM BILLING - FORENSIC AUDIT	05-26-23	\$11,250.00	\$11,250.00	01-02-060-019	Professional Services -	\$0.00	(\$851.20)
						\$11,250.00				
1382	PARRY SOUND NEST BOX PROJECT, 6 CATHERINE STREET, BOX 11, MCKELLAR, ON, P0G 1C0									
MAY2023		05-18-23	Donations / Grants to Organizations & Groups 2023 GRANT/DONATION	05-26-23	\$1,400.00	\$1,400.00	01-02-060-127	Donations / Grants to	\$0.00	\$0.00
						\$1,400.00				
1383	DUN AHMIC SNOWRIDERS SNOWMOBILE CLUB, 8 PHILIP AVENUE, MCKELLAR, ON, P2A 0B4									
MAY2023		05-18-23	Donations / Grants to Organizations & Groups 2023 GRANT/DONATION	05-26-23	\$1,000.00	\$1,000.00	01-02-060-127	Donations / Grants to	\$0.00	\$0.00
						\$1,000.00				

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Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1384 MAY2023	PS AREA COMMUNITY BUSINESS & DEVELOPMENT CENTRE, 1A CHURCH STREET, PARRY SOUND, ON,	05-18-23	Discretionary Donations	05-26-23	\$500.00	\$500.00	01-02-060-128	Discretionary Donations	\$0.00	\$0.00
						\$500.00				
<b>Total General Government</b>						\$16,141.78				
<b><u>Fire Protection Services</u></b>										
503 IN162495	FIRE MARSHAL'S PUBLIC FIRE SAFETY COUNCIL, P.O. BOX 96, 105 STROWGER BLVD., BROCKVILLE, ON, K6V 5T7	04-17-23	Fire Prevention KIDS/FAMILY SAFETY INFORMATION	05-26-23	\$302.49	\$302.49	01-03-150-103	Fire Prevention	\$0.00	(\$373.14)
						\$302.49				
793 CEDARIN32395	WPCI, 44 CEDAR POINTE DR., UNIT 1108, BARRIE, ON, L4N 5R7	05-08-23	Telephone APPLE IPHONE 14 PRO FIRE DEPARTMENT	05-26-23	\$305.73	\$305.73	01-03-150-007	Telephone	\$0.00	(\$362.09)
						\$305.73				
1211 1474	RS RESCUE, p o Box 24, SHELBOURNE, ON, L9V 3L8	05-13-23	Courses & Training NFPA 1006 AUTO EXTRACTION TRAINING	05-26-23	\$3,052.80	\$3,052.80	01-03-150-015	Courses & Training	\$0.00	(\$1,998.21)
						\$3,052.80				
1305 MAY2023	ROBERT MORRISON	05-08-23	Courses & Training FOOD FOR HOSTING 1006 COURSE	05-26-23	\$137.24	\$137.24	01-03-150-015	Courses & Training	\$0.00	(\$1,998.21)
						\$137.24				
<b>Total Fire Protection Services</b>						\$3,798.26				
<b><u>Building Department</u></b>										
217 816814	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7	05-17-23	Vehicle Fuel - Gas CBO VEHICLE	05-26-23	\$64.67	\$64.67	01-04-170-141	Vehicle Fuel - Gas	\$0.00	(\$319.70)
						\$64.67				
<b>Total Building Department</b>						\$64.67				
<b><u>Transportation</u></b>										
33 28072	PARRY SOUND CHEVROLET BUICK GMC LTD., 80 JOSEPH STREET, PARRY SOUND, ON, P2A 2G5	04-27-23	Maintenance Costs/Parts 2011 CHEV SILVERADO TIRE CHANGE OVER/MULTI POINT HEALTH CHECK	05-26-23	\$3,472.97	\$3,472.97	01-06-247-143	Maintenance Costs/Parts	\$0.00	(\$257.90)
						\$3,472.97				

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119 MAY2023	Dan Hamel,	05-17-23	Personal Protective Equipment Employee Allowance CLOTHING ALLOWANCE - MAY 2023	05-26-23	\$142.46	\$142.46	01-06-200-008	Personal Protective	\$0.00	(\$183.16)
						\$142.46				
217 816814	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7	05-17-23	Fuel - Gas FORD 250	05-26-23	\$159.41	\$159.41	01-06-235-141	Fuel - Gas	\$0.00	(\$1,669.36)
						\$159.41				
<b>Total Transportation</b>						<b>\$3,774.84</b>				
<b>Health Services</b>										
257 MAY2023	Town of Parry Sound, 52 Seguin Street, Parry Sound, ON, P2A 1B4	05-17-23	EMS Ambulance Annual Levy LAND AMBULANCE - EMS LEVY MAY 2023	05-26-23	\$19,040.69	\$19,040.69	01-09-320-030	EMS Ambulance Annual	\$0.00	(\$76,162.76)
						\$19,040.69				
<b>Total Health Services</b>						<b>\$19,040.69</b>				
<b>Parks and Recreation Facilities</b>										
1234 MAY2023-1	PHIL JEFKINS, 8 PHILIP AVENUE, MCKELLAR, ON, P2A 0B4	05-08-23	Recreation Programs INDOOR PICKLE BALLS - REC COMMITTEE	05-26-23	\$29.05	\$29.05	01-11-360-129	Recreation Programs	\$0.00	(\$426.25)
MAY2023-1		05-08-23	Recreation Programs TAPE FOR PICKLE	05-26-23	\$74.46	\$74.46	01-11-360-129	Recreation Programs	\$0.00	(\$426.25)
MAY2023-2		05-08-23	Recreation Programs OUTDOOR PICKLE BALLS - REC COMMITTEE	05-26-23	\$23.39	\$23.39	01-11-360-129	Recreation Programs	\$0.00	(\$426.25)
						\$126.90				
<b>Total Parks and Recreation Facilities</b>						<b>\$126.90</b>				
<b>Total Bills To Pay:</b>						<b>\$44,357.11</b>				





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<b><u>General Liabilities and Equity</u></b>										
1363	EDC Custom Contracting, 195 Manitou Drive, McKellar, ON, P2A 0B4									
MAY2023		05-24-23	Refundable Entrance/Bldg Fees ROAD DAMAGE DEPOSIT REFUND	05-31-23	\$750.00	\$750.00	01-01-030-617	Refundable	\$0.00	(\$5,250.00)
						\$750.00				
1386	CHRIS KOUFIS, 42 MILNER CRESCENT, AJAX, ON, L1S 4X4									
MAY2023		05-23-23	Refundable Entrance/Bldg Fees ROAD DAMAGE DEPOSIT REFUND	05-31-23	\$750.00	\$750.00	01-01-030-617	Refundable	\$0.00	(\$5,250.00)
						\$750.00				
<b>Total General Liabilities and Equity</b>						<b>\$1,500.00</b>				
<b><u>General Government</u></b>										
407	Corporate Express Canada Inc., C.0 T04446C, PO BOX 4446, STN A, TORONTO, ON, M5W 4A2									
62994807		05-04-23	Office Supplies/Materials ADMINISTRATIVE OFFICE SUPPLIES	05-31-23	\$448.51	\$448.51	01-02-060-009	Office	\$0.00	(\$1,934.62)
						\$448.51				
533	Russell, Christie, LLP, 505 Memorial Avenue, P.O. Box 158, Orillia, ON, L3V 6J3									
64-103-		05-18-23	Professional Services - Legal / Land Registry etc KPMG ENGAGEMENT LETTER LEGAL REVIEW	05-31-23	\$432.99	\$432.99	01-02-060-020	Professional Services -	\$0.00	(\$17,174.85)
						\$432.99				
<b>Total General Government</b>						<b>\$881.50</b>				
<b><u>Fire Protection Services</u></b>										
257	Town of Parry Sound, 52 Seguin Street, Parry Sound, ON, P2A 1B4									
IVC000000000219		05-24-23	Mutual Aid Agreement ADVANCED GAS TECHNOLOGIES/RECRUITMENT PROP MATERIAL	05-31-23	\$119.41	\$119.41	01-03-150-102	Mutual Aid Agreement	\$0.00	(\$1,000.00)
						\$119.41				

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634	M & L SUPPLY, FIRE AND SAFETY, 14935 CCOUNTY ROAD # 2, INGLESIDE, ON, K0C 1M0									
016133		03-28-23	Fire Fighting Tools/Equipment FIRE DOME HELMET - RED/FIRE HELMET FACE SHIELD	05-31-23	\$1,710.99	\$1,710.99	01-03-150-111	Fire Fighting	\$0.00	(\$6,235.83)
						\$1,710.99				
836	HURONIA ALARM & FIRE SECURITY INC., 233 MIDLAND AVE., MIDLAND, ON, L4R 3K1									
1232658		04-03-23	Maintenance Supplies FIRE EXTINGUISHERS - FIRE DEPARTMENT STATIONS 1 & 2	05-31-23	\$442.66	\$442.66	01-03-151-112	Maintenance Supplies	\$0.00	\$0.00
1232658		04-03-23	Maintenance Supplies FIRE EXTINGUISHERS - FIRE DEPARTMENT STATIONS 1 & 2	05-31-23	\$442.66	\$442.66	01-03-152-112	Maintenance Supplies	\$0.00	(\$204.64)
						\$885.32				
<b>Total Fire Protection Services</b>						<b>\$2,715.72</b>				
<b><u>Transportation</u></b>										
137	MUSKOKA AUTO PARTS, 45 Gibson Street, Parry Sound, ON, P2A 1X1									
774638/4		05-23-23	Workshop Supplies PREM. STARTER ROPE	05-31-23	\$2.75	\$2.75	01-06-210-148	Workshop Supplies	\$0.00	(\$1,528.64)
						\$2.75				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
817370		05-24-23	Fuel - Gas FORD 250	05-31-23	\$153.91	\$153.91	01-06-235-141	Fuel - Gas	\$0.00	(\$1,828.77)
						\$153.91				
393	Cedar Signs, 1507 Clyde Road, RR6, Cambridge, ON, N1R 5S7									
INV/2023/1921		05-19-23	Materials & Supplies NO PARKING SIGNS	05-31-23	\$388.80	\$388.80	01-06-227-145	Materials & Supplies	\$0.00	(\$4,298.02)
						\$388.80				
572	McDougall Energy Inc, 421 Bay Street, Suite 301, Sault Ste. Marie, ON, P6A 1X3									
6524285		05-17-23	Fuel - Diesel DYED DIESEL	05-31-23	\$275.08	\$275.08	01-06-228-142	Fuel - Diesel	\$0.00	(\$28,082.08)
6524287		05-17-23	Fuel - Diesel LS DIESEL CLEAR	05-31-23	\$1,087.89	\$1,087.89	01-06-228-142	Fuel - Diesel	\$0.00	(\$28,082.08)
						\$1,362.97				
1149	NIGHTHAWK ASSIST, 2 LEEDS ROAD, DEGUIN, ON, P2A 0B2									
0753		05-13-23	Maintenance Costs/Parts INSTALL PATCH PLUG TO LEFT FRONT TIRE	05-31-23	\$452.83	\$452.83	01-06-250-143	Maintenance Costs/Parts	\$0.00	(\$60.35)
						\$452.83				
1163	TMI BRUSHING, 3800 HWY 17, MCKERROW, ON, P0P 1M0									
97		05-18-23	Contracted Services ROADSIDE BRUSHING	05-31-23	\$12,964.22	\$12,964.22	01-06-221-147	Contracted Services	\$0.00	\$0.00

**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
						<b>\$12,964.22</b>				
<b>Total Transportation</b>						<b>\$15,325.48</b>				
<b><u>Community Centre</u></b>										
109 178062	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3	05-18-23	Materials & Supplies CUSTODIAL SUPPLIES	05-31-23	\$91.09	\$91.09	01-12-370-145	Materials & Supplies	\$0.00	(\$1,083.79)
						<b>\$91.09</b>				
197 95262	Near North Laboratories Inc, 11-191 Booth RD, North Bay, ON, P1A 4K3	05-16-23	Water Testing LAB FEE AND COURIER CHARGE	05-31-23	\$42.59	\$42.59	01-12-370-257	Water Testing	\$0.00	(\$165.32)
						<b>\$42.59</b>				
<b>Total Community Centre</b>						<b>\$133.68</b>				
<b><u>Cultural</u></b>										
911 MAY2023	JAMES MCMURDO, 3 CENTRE ROAD, MCKELLAR, ON, P0G 1C0	05-11-23	Miscellaneous HORTICULTURAL LUCHEON 150TH COMMITTEE EVENT	05-31-23	\$285.00	\$285.00	01-13-385-024	Miscellaneous	\$0.00	(\$3,208.80)
						<b>\$285.00</b>				
1385 3945	PARRY SOUND STEEL INC., 7 HUNTER DRIVE, SEGUIN, ON, P2A 0B2	05-18-23	Hemlock Church & St. Stephen's Church HEMLOCK - 50% WINDOW DEPOSIT	05-31-23	\$4,946.66	\$4,946.66	01-13-383-113	Hemlock Church & St.	\$0.00	\$0.00
						<b>\$4,946.66</b>				
<b>Total Cultural</b>						<b>\$5,231.66</b>				
<b>Total Bills To Pay:</b>						<b>\$25,788.04</b>				



**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
<b>General</b>										
308	Debbie Zulak, 1									
MAY29/2023		05-29-23	Bank Account COUNCILLOR PAY MAY 14 - MAY 27, 2023	05-31-23	\$659.97	\$659.97	01-00-011-801	Bank Account	\$0.00	\$183,553.81
						\$659.97				
<b>Total General</b>						\$659.97				

**General Government**

23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
MAY2023		05-16-23	Telephone - ADMINISTRATIVE OFFICE	05-31-23	\$164.27	\$164.27	01-02-060-007	Telephone	\$0.00	(\$668.06)
						\$164.27				
109	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3									
178264		05-31-23	Miscellaneous BLEACH AND WATER	05-31-23	\$14.91	\$14.91	01-02-060-024	Miscellaneous	\$0.00	(\$180.55)
						\$14.91				
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
MAY2023		05-23-23	Telephone - LONG DISTANCE TELIZON	05-31-23	\$3.96	\$3.96	01-02-060-007	Telephone	\$0.00	(\$668.06)
MAY2023		05-23-23	Memberships/Subscriptions - REV CLOSED CAPTIONING	05-31-23	\$27.66	\$27.66	01-02-060-017	Memberships/Subscriptio	\$0.00	(\$3,211.47)
MAY2023		05-23-23	Office Equipment - COUNCIL MICROPHONES	05-31-23	\$3,785.80	\$3,785.80	01-02-060-018	Office Equipment	\$0.00	(\$3,873.22)
MAY2023		05-23-23	Professional Services - Legal / Land Registry etc TERANET	05-31-23	\$3.05	\$3.05	01-02-060-020	Professional Services -	\$0.00	(\$17,607.84)
MAY2023		05-23-23	Professional Services - Legal / Land Registry etc TERANET	05-31-23	\$32.60	\$32.60	01-02-060-020	Professional Services -	\$0.00	(\$17,607.84)
MAY2023		05-23-23	Professional Services - Legal / Land Registry etc TERANET	05-31-23	\$3.05	\$3.05	01-02-060-020	Professional Services -	\$0.00	(\$17,607.84)
MAY2023		05-23-23	Professional Services - Legal / Land Registry etc - TERANET	05-31-23	\$3.05	\$3.05	01-02-060-020	Professional Services -	\$0.00	(\$17,607.84)
MAY2023		05-23-23	Professional Services - Legal / Land Registry etc - TERANET	05-31-23	\$3.05	\$3.05	01-02-060-020	Professional Services -	\$0.00	(\$17,607.84)
MAY2023		05-23-23	Information Technology Support - GOOGLE SUITES	05-31-23	\$182.56	\$182.56	01-02-060-023	Information Technology	\$0.00	(\$10,888.13)
MAY2023		05-23-23	Telecommunicaiton Service (Internet, Website) XPLOARNET	05-31-23	\$124.65	\$124.65	01-02-060-031	Telecommunicaiton	\$0.00	(\$6,528.72)
						\$4,169.43				

**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
1147	GHD - DIGITAL, 455 PHILLIP STREET, WATERLOO, ON, N2L 3X2									
723000891		05-06-23	Information Technology Support WEBSITE HOSTING & LICENSING 2023/2024	05-31-23	\$4,800.00	\$4,800.00	01-02-060-023	Information Technology	\$0.00	(\$10,888.13)
						\$4,800.00				
<b>Total General Government</b>						\$9,145.56				
<b><u>Fire Protection Services</u></b>										
23	Bell Canada, P.O. Box 9000, Str.: Don Mills, North York, ON, M3C 2X7									
MAY2023		05-16-23	Telephone - FIRE HALL SHARON PARK	05-31-23	\$90.52	\$90.52	01-03-150-007	Telephone	\$0.00	(\$667.82)
MAY2023		05-16-23	Telephone Fire Hall #2	05-31-23	\$60.52	\$60.52	01-03-152-007	Telephone Fire Hall #2	\$0.00	(\$242.07)
						\$151.04				
<b>Total Fire Protection Services</b>						\$151.04				
<b><u>Building Department</u></b>										
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
817977		05-31-23	Vehicle Fuel - Gas CBO VEHICLE	05-31-23	\$62.62	\$62.62	01-04-170-141	Vehicle Fuel - Gas	\$0.00	(\$384.37)
						\$62.62				
<b>Total Building Department</b>						\$62.62				
<b><u>Protection to Persons and Property</u></b>										
665	CHRIS A. EVERITT, 66 MILLER DRIVE, MCDOUGALL, ON,									
MAY2023		05-31-23	Bylaw Enforcement Annual Levy MONTHLY BY-LAW ENFORCEMENT MAY 2023	05-31-23	\$1,600.00	\$1,600.00	01-05-182-030	Bylaw Enforcement	\$0.00	(\$6,400.00)
MAY2023		05-31-23	Mileage MONTHLY BY-LAW ENFORCEMENT MAY 2023	05-31-23	\$457.00	\$457.00	01-05-190-006	Mileage	\$0.00	(\$1,070.58)
						\$2,057.00				
975	Minister of Finance (OPP), 33 KING STREET WEST, P.O. BOX 647, OSHAWA, ON, L1H 8X3									
30250523091011		05-31-23	Policing Services Annual Levy POLICING SERVICES - OPP MAY 2023	05-31-23	\$30,729.00	\$30,729.00	01-05-160-030	Policing Services	\$0.00	(\$120,743.40)
						\$30,729.00				
<b>Total Protection to Persons and Property</b>						\$32,786.00				

**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
<b><u>Transportation</u></b>										
23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
MAY2023	05-16-23 Telephone - PUBLIC WORK GARAGE	05-31-23			\$45.26	\$45.26	01-06-200-007	Telephone	\$0.00	(\$181.03)
						\$45.26				
217	Parry Sound Fuels, 114 Bowes Street, Parry Sound, ON, P2A 2L7									
817977	05-31-23 Fuel - Gas FORD 250	05-31-23			\$110.03	\$110.03	01-06-235-141	Fuel - Gas	\$0.00	(\$1,982.68)
						\$110.03				
336	Wurth Canada Limited, 345 HANLON CREEK BLVD., GUELPH, ON, N1C 0A1									
25386813	05-24-23 Workshop Supplies SAFETY GLASSES/PLASTIC TIES/PAINT	05-31-23			\$288.37	\$288.37	01-06-210-148	Workshop Supplies	\$0.00	(\$1,531.39)
						\$288.37				
351	Bay St. Graphics, 3-26 Bay St., Parry Sound, ON, P2A 1S5									
6104	05-31-23 Materials & Supplies	05-31-23			\$111.94	\$111.94	01-06-227-145	Materials & Supplies	\$0.00	(\$4,686.82)
						\$111.94				
393	Cedar Signs, 1507 Clyde Road, RR6, Cambridge, ON, N1R 5S7									
INV/2023/1962	06-25-23 Materials & Supplies CIVIC SIGN SIDE MOUNT DOUBLE SIDED	05-31-23			\$177.67	\$177.67	01-06-227-145	Materials & Supplies	\$0.00	(\$4,686.82)
						\$177.67				
1019	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9									
REFUND	05-31-23 Conferences REFUND FOR GREG GOSTICK HOTEL ROOM	05-31-23			(\$469.15)	(\$469.15)	01-06-200-016	Conferences	\$0.00	(\$2,047.70)
						(\$469.15)				
<b>Total Transportation</b>						<b>\$264.12</b>				
<b><u>Environmental Services</u></b>										
23	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7									
MAY2023	05-16-23 Telephone - TRANSFER STATION	05-31-23			\$45.26	\$45.26	01-08-300-007	Telephone	\$0.00	(\$181.04)
						\$45.26				
<b>Total Environmental Services</b>						<b>\$45.26</b>				
<b><u>Parks and Recreation Facilities</u></b>										
12	Adams Brothers Construction Ltd, P.O. Box 324, Parry Sound, ON, P2A 2X4									
161465	06-23-23 Maintenance Costs/Parts MONTHLY TOILET RENTAL & INITIAL DELIVERY FEE	05-31-23			\$1,283.19	\$1,283.19	01-11-360-143	Maintenance Costs/Parts	\$0.00	\$0.00
						\$1,283.19				



**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
<b>Total Parks and Recreation Facilities</b>						<b>\$1,283.19</b>				
<b><u>Community Centre</u></b>										
23 MAY2023	Bell Canada, P.O. Box 9000, Stn.: Don Mills, North York, ON, M3C 2X7	05-16-23	Telephone - COMMUNITY HALL	05-31-23	\$83.95	\$83.95	01-12-370-007	Telephone	\$0.00	(\$335.79)
						<b>\$83.95</b>				
109 178264	Home Hardware, 31 Joseph Street, Parry Sound, ON, P2A 2G3	05-31-23	Materials & Supplies BLEACH AND WATER	05-31-23	\$31.53	\$31.53	01-12-370-145	Materials & Supplies	\$0.00	(\$1,174.88)
						<b>\$31.53</b>				
554 MAY2023	Alex Herr, 17 John St, Parry Sound, ON, P2A 1R6	05-25-23	Janitorial Contract CUSTODIAL CONTRACT - MAY 2023	05-31-23	\$2,500.00	\$2,500.00	01-12-370-250	Janitorial Contract	\$0.00	(\$10,000.00)
						<b>\$2,500.00</b>				
763 19830	MORROWS PLUMBING & HEATING INC., 1 QUEEN STREET, PARRY SOUND, ON, P2A 2W1	05-23-23	Equipment Maintenance LEAK FIX IN ARCHEIVE ROOM	05-31-23	\$358.60	\$358.60	01-12-370-252	Equipment Maintenance	\$0.00	(\$406.02)
						<b>\$358.60</b>				
1019 MAY2023	CIBC VISA, P.O. BOX 4595, STATION "A", TORONTO, ON, M5W 4X9	05-23-23	Equipment Purchases - COFFEE POTS FOR COMMUNITY HALL	05-31-23	\$259.45	\$259.45	01-12-370-130	Equipment Purchases	\$0.00	(\$53.92)
						<b>\$259.45</b>				
<b>Total Community Centre</b>						<b>\$3,233.53</b>				
<b><u>Cultural</u></b>										
1388 MAY2023	STRINGS ACROSS THE SKY, , , ,	05-31-23	Miscellaneous 150TH COMMITTEE PERFORMANCE	05-31-23	\$300.00	\$300.00	01-13-385-024	Miscellaneous	\$0.00	(\$3,493.80)
						<b>\$300.00</b>				
1389 MAY2023	WASAUKSING KINOM AUGAMIK, , , ,	05-31-23	Miscellaneous 150TH COMMITTEE PERFORMANCE	05-31-23	\$500.00	\$500.00	01-13-385-024	Miscellaneous	\$0.00	(\$3,493.80)
						<b>\$500.00</b>				
1390 MAY2023	DEINA BOMBERRY, , , ,	05-31-23	Miscellaneous 150TH COMMITTEE PERFORMANCE	05-31-23	\$100.00	\$100.00	01-13-385-024	Miscellaneous	\$0.00	(\$3,493.80)
						<b>\$100.00</b>				

**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
<b>Total Cultural</b>						\$900.00				
<b>Total Bills To Pay:</b>						\$48,531.29				





# *Your* Community Station Voice & Identity



PARRY SOUND COMMUNITY RADIO ON AIR & ONLINE

**Parry Sound Community Radio Association**

Unit 107, 21A Belvedere Avenue  
Parry Sound, Ontario P2A 2A2  
PSCR.ca

June 6, 2023

Mayor Moore and Council  
Township of McKellar  
701 Hwy #124, P.O. Box 69  
McKellar, Ontario  
POG 1C0



**Ref: Parry Sound Community Radio Association CRTC Application**

Dear Mayor Moore and Council:

I am excited to tell you about a community project our organization has been working on this year. Our not-for-profit group is incorporated under the name "Parry Sound Community Radio Association" (see Attachment: Incorporation) and as such is presently compiling an application for submission to the Canadian Radio-television and Telecommunications Commission (CRTC) for an FM Community Radio Station to serve the West Parry Sound municipalities.

A community radio station is owned and controlled by a not-for-profit organization where membership, management and operation are provided by members of the community at large. While a modest payroll professionally sustains the undertaking in the areas of administration and anchor programming, the bulk of our content is provided primarily by trained volunteers. This is a model that reflects the diversity of the market through the broadcasting of opinions, spoken word content and musical programming, including local artists. It stimulates cultural enrichment and socio-economic endeavours. The arts, history, local interests, needs and



# *Your* Community Station Voice & Identity

PARRY SOUND COMMUNITY RADIO ON AIR & ONLINE



## **Parry Sound Community Radio Association**

Unit 107, 21A Belvedere Avenue

Parry Sound, Ontario P2A 2A2

PSCR.ca

June 6, 2023

### **ATTACHMENT: Incorporation**

Following are the details of the incorporation of Parry Sound Community Radio Association:

Under the Government of Canada - Innovation, Science and Economic Development Canada - Corporations Canada, we were incorporated on May 24, 2023.

Corporation Number:	1505425-7
Business Number (BN):	750540015RC0001
Corporate Name:	Parry Sound Community Radio Association
Status:	Active
Governing Legislation:	Canada Not-for-profit Corporations Act - 2023-05-24
Directors:	Minimum 3 - Maximum 10
Directors' Names:	Doug Clarence McCann Robert Ross Bowland Susan Josephine McCann Glenn Dekker Nadine Hammond George Ashford

## **ATTACHMENT: Sample Resolution**

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### **SAMPLE RESOLUTION**

#### **Resolution 2023 -**

WHEREAS community radio upholds, roots, promotes and advocates on behalf of the people, organizations, business and industry

AND WHEREAS a strong community builds strong individuals, neighbourhoods, business and industry

AND WHEREAS community radio renders a collective voice for the community, manifests and sustains the community's identity, and emerges, expands and advances the community

AND WHEREAS airwaves are public property and not-for-profit community radio ownership provides community access to the airwaves and fosters programming based on community participation, reflects the special interests and needs of its listeners, stimulates cultural enrichment and socio-economic endeavours

AND WHEREAS community radio promotes diversity in the broadcasting of opinions, spoken word content and musical programming and focuses on the arts, local history and interests, needs and initiatives, including local and municipal news, current events and local sports all of which form the basis of the station's programming

AND WHEREAS today's commercial media landscape has become more centralized in corporate interests and less focussed on comprehensive local coverage and content

NOW THEREFORE BE IT RESOLVED THAT the Township of McKellar hereby recognizes the importance and validity of community radio and its value in preserving and building a local, collective voice and identity while supporting and advocating local interests. The Township of McKellar supports an application for community FM radio as proposed to the Canadian Radio-television and Telecommunications Commission (CRTC) by the Parry Sound Community Radio Association.

**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NO. 2023-48**

**Being a By-law to Enter into a Service Contract with Chris Everitt for the Provision of By-law Enforcement Service and to Appoint a By-law Enforcement Officer**

**WHEREAS** pursuant to Section 224 of the Municipal Act, S.O. 2001, as amended, it is the role of Council to represent the public and to consider the well-being and interests of the municipality, and to develop and evaluate the policies and programs of the municipality, to determine which services the municipality provides;

**AND WHEREAS** pursuant to section 15 of the Police Services Act, R.S.O. 1990, as amended, the Council of the Corporation of the Township of McKellar deems it necessary to appoint such By-law Enforcement Officers as it considers necessary;

**AND WHEREAS** Council deems it appropriate to enter into a service contract with Chris Everitt as Municipal By-law Enforcement Officer;

**NOW THEREFORE**, the Council of the Corporation of the Township of McKellar hereby enacts as follows;

1. The terms of service contract with Chris Everitt, as set out in the contract attached hereto as Schedule "A" are hereby approved, and that the Mayor and Clerk are hereby authorized and directed to execute the said contract on behalf of the Municipality.
2. The Township of McKellar hereby appoints Chris Everitt as By-Law Enforcement Officer for the Township of McKellar as per the terms of the service contract.
3. By-Law No, 2023-03 is hereby repealed.
4. This By-Law shall come into effect upon final passage by Council.

**READ a FIRST and SECOND** time this 20<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Deputy Clerk

**READ a THIRD** time and **PASSED** in **OPEN COUNCIL** this 20<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Deputy Clerk

**Schedule "A" to By-Law No. 2023-48**

**This Agreement made in duplicate, this 20<sup>th</sup> day of June, 2023  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF MCKELLAR  
hereinafter referred to as the "Corporation"**

**and  
Chris Everitt  
hereinafter referred to as the "Municipal By-Law Enforcement Officer"**

**WHEREAS** the Corporation desires to enter into a Service Contract for By-Law Enforcement Officer Services;

**AND WHEREAS** Chris Everitt has agreed to provide these services on the terms and conditions as set out in this Agreement;

**NOW THEREFORE** in consideration of the premises and the mutual Agreements hereinafter contained, the Parties mutually agree as follows:

- 1. APPOINTMENT:** The Corporation agrees to engage the services of the By-law Enforcement Officer to perform the duties, as outlined in the "Service Description" attached hereto this Agreement as Schedule "A". The By-law Enforcement Officer agrees to provide the services conscientiously and faithfully throughout the term of the contract.
- 2. TERM:** The term of the contract shall be for period commencing July 1, 2023, ending December 31, 2023, and may be extended at any time by mutual written agreement of both Parties.
- 3. DUTIES:** The By-law Enforcement Officer shall provide 24 hours "on-call" service to the Corporation as per the agreed upon rotation schedule. Complaints received by the Corporation will be directed to the By-law Enforcement Officer by the Corporation or its representatives, or by the Ontario Provincial Police.
- 4. REMUNERATION:** The remuneration fees, rates and related costs for the contracted services shall be as detailed in the attached Schedule "B", attached to this Agreement.
- 5. CONFIDENTIALITY:** The By-law Enforcement Officer hereby agrees to be bound by the code of conduct policies of the Corporation.
- 6. TERMINATION:** The By-law Enforcement Officer may terminate this contract on thirty (30) days written notice to the Corporation. The Corporation may terminate this contract prior to the end of the term, on thirty (30) days written notice.
- 7. NOTICE:**
  1. Any notice required to be given by one Party or the other pursuant to the terms of the Agreement shall be given:
    - i) To the Corporation at:  
701 Hwy# 124  
P.O. Box 69  
McKellar, ON P0G1C0
  2. The above address may be changed at any time by either Party providing ten (10) days written notice to the other Party.
  3. Any notice given by one Party or the other in accordance with the provisions of this Agreement shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by regular mail.



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

\_\_\_\_\_  
**David Moore, Mayor**                      **Date**                      **Witness**

\_\_\_\_\_  
**Ina Watkinson, Clerk/Administrator**   **Date**                      **Witness**

\_\_\_\_\_  
**Chris Everitt, MLEO**                      **Date**                      **Witness**

DRAFT

## **Schedule "A" to Agreement**

### **Between The Corporation of the Township of McKellar and Chris Everitt THE CORPORATION OF THE TOWNSHIP OF MCKELLAR SERVICES DESCRIPTION**

**REPORTING RELATIONSHIP:** The By-Law Enforcement Officer will report to and work under the direction of the Clerk/Administrator, or his/her delegate.

**PURPOSE OF THE POSITION:** To provide a variety of enforcement services, pertaining to the By-Laws of the Corporation and applicable provincial and federal legislation.

#### **SCOPE OF THE POSITION:**

- The By-Law Enforcement Officer shall be designated as Provincial Offences Officer under legislation for legal action on By-Laws.
- Maintains confidentiality of ratepayers, fellow employees and Council in the spirit of the Municipal Freedom of Information and Protection of Privacy Act and individual rights and privileges.

#### **RESPONSIBILITIES:**

- Respond to complaints regarding alleged violations.
- Conduct investigations into allegations.
- Provide information on By-Laws and enforcement conditions to ratepayers in both verbal and written form.
- Enforce By-Laws through POA ticket and Court Action when required.
- Perform such other related duties as may be reasonably required.
- Attend meeting of Council, as requested.
- Review and makes necessary recommendations to existing proposed By-Laws.

#### **WORKING CONDITIONS:**

- Nature and variety of duties place this position in a high public profile.
- Timely and accurate Progress Reports are required by the Clerk/Administrator or his/her delegate.
- Stress is a factor because of the reality of conflict with citizens about enforcement.
- Required to work outdoors in all weather conditions.
- Maintain an on-call schedule to ensure availability of By-Law Enforcement as required.

#### **WORKING RELATIONSHIPS:**

- With Council and Clerk/Administrator, and/or the identified designate
  - Receives assignments in response to citizens enquires as well as direction and guidance as required.
- With other staff
  - Maintains harmonious relationship as a member of the Municipal Team.
- With external agencies
  - Exchanges technical information on the inspection and enforcement codes and By-Laws.
- With the public
  - Explains the content of legislation and By-Laws.
  - Promotes self-compliance.

#### **KNOWLEDGE AND SKILL:**

- Relevant and responsible experience in By-Law enforcement
- Exhibits a high initiative and self-direction
- Good knowledge of Corporations By-Laws and Provincial Legislation
- Good knowledge of municipal operations
- Good analytical, organization and communication skills
- Ability to persuade people to comply with statutes and By-Laws

#### **IMPACT OF ERROR:**

Errors in judgement and in the conduct of duties could result in the inequitable application of By-Laws and possible liability and/or costly insurance claims. At minimum, errors could result in lost credibility and poor public relations.

**Schedule "B" to Agreement**

**Between The Corporation of the Township of McKellar and Chris Everitt  
THE CORPORATION OF THE TOWNSHIP OF MCKELLAR  
REMUNERATION  
BY-LAW SERVICES CONTRACT FOR JULY 1, 2023 THROUGH DECEMBER 31, 2023**

**REMUNERATION SCHEDULE**

Remuneration will be paid at a base rate of \$1600.00 per month.

Mileage for personal vehicle use will be paid as follows:

- \$250.00 flat fee for the first 425 kilometres.
- The CRA posted rate, currently set at \$0.59/km for every kilometer over the 425 base amount.

DRAFT



## 22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
Sept. 13/22	<b>22-353</b>	Agreement with Cogeco Cable	Deputy Clerk	Most recent follow up email sent on May 17, 2023. Cogeco <u>responded</u> they will have an answer shortly. Cogeco has been through a reorganization and requests were not being reviewed for 90+ days.
Mar. 7/23	<b>23-204</b>	By-law 2023-23 Being a By-law to Regulate Dogs in the Township	By-law Enforcement Officer	Resolution No. 23-406 was sent to the Town of Parry Sound as correspondence for consideration at their next regular meeting of Council.
		Updating Human Resources Policy		



**Parry Sound Area**  
**COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC.**  
A Community Futures Development Corporation

May 23, 2023



Township of McKellar  
PO Box 69, 701 Highway 124  
McKellar, Ontario  
POG 1C0

Attention: Mayor David Moore  
Township of McKellar  
RE: Contribution to the Parry Sound Area CB&DC – 2023

Dear Mayor Moore,

On behalf of the volunteer Board and Staff at the Parry Sound Area CB&DC please share with Council our appreciation for once again demonstrating, in a tangible way, their support of our efforts in the West Parry Sound community.

We look forward to continuing to work with all of Council and local entrepreneurs to explore opportunities for business growth and employment generation in our community.

Sincerely,

Janice Heidman  
General Manager  
Parry Sound Area Community Business & Development Centre

JH/ph

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June 1, 2023

### **In This Issue**

- EnAbling Change Program funding opportunity.
- AMO & CMHC Housing Accelerator Fund Webinar: June 7.
- Support for Municipal Disability Management Programs.
- Register for the AMO 2023 Annual General Meeting and Conference.
- Additional accomodations available for AMO 2023.
- Request your delegation meetings at AMO 2023.
- Councillor training: Fall dates.
- Navigating Conflict for Elected Officials: June workshop.
- AMO-OFIFC Indigenous Community Awareness: November workshop.
- Human Rights and Equity Training: November workshop.
- New incentives for your lighting projects!
- Existing Building Commissioning workshops.
- It's easy to use the Canoe Procurement Group.
- New funding program supporting municipal action on invasive species.
- Careers.

### **Provincial Matters**

The Ontario government is providing up to \$1.5 million through the 2023-2024 [EnAbling Change Program](#) for accessibility projects. Applications for this funding are open through to June 29.

### **Federal Matters**

Municipalities are invited to join CMHC representatives of the Ontario region to learn more about the Housing Accelerator Fund (HAF) application process on [June 7 from 10-11:30am](#).

A free assessment of disability management programs is available until June 2024. The assessment involves an interview and produces a report. For details, visit the National Institute of Disability Management and Research [website](#).

### **Eye on Events**

AMO is excited about this year's Conference hosted by the City of London at RBC Place London and DoubleTree by Hilton, August 20-23. View the preliminary [program](#) and [register](#) now for this important event.

AMO continues to work to meet your accommodation needs for the 2023 Conference. 65 additional rooms are now available at the Ivey Spencer Leadership Centre. Make your reservation [here](#).

Delegation meetings are a unique opportunity to meet with provincial ministers and staff on matters of local interest. The request for delegations through MMAH is opened until June 9, 2023. To request a delegation meeting, click [here](#).

Secure your spot in AMO's iconic councillor training this fall. This training provides councillors in all stages of their careers information, insights, and the necessary tools to be an effective local leader. [Register today](#).

AMO has designed its training to support members in your leadership roles. Our training offers skills to navigate the many relationships you encounter as an elected official. [Navigating Conflict Relationships for Elected Officials](#) is a top-rated course you shouldn't miss. Register for the June 27-28 training.

Building on the Memorandum of Understanding (MOU) shared by AMO and the Ontario Federation of Indigenous Friendship Centres (OFIFC), we are offering training to help build indigenous cultural competency in municipal government. [Register](#) for the November 27 training.

Understanding your role and responsibilities as an elected official when it comes to [Human Rights & Equity](#) is critical. This training examines your legislative responsibilities and understanding what equity means and how it can be implemented. [Register today](#) to build your knowledge in these complex areas.

## **LAS**

Are you considering LED upgrades at your municipal facilities? They may qualify for new incentives. IESO's [custom track incentives](#) have returned offering \$0.13/kWh or \$1200/kW in some cases! Contact [Christian Tham](#) to find out how you can take advantage of these through the [LAS Facility Lighting Service](#).

Increase the value of your building, improve occupancy comfort, and reduce energy costs through one simple effort. Sign up for an [LAS Building Commissioning Workshop](#) to learn how. Check out our [Public Sector Course Catalog](#) for workshop details.

In just 4 easy steps, you can use Canoe to buy your everyday items: (1) Make sure your purchasing by-law allows for group buying. (2) Post a [Notice of Participation](#) on your procurement website. (3) Send in your [opt-in form](#). (4) Contact any of [the many vendors](#) and mention you want to buy through the Canoe! Questions? Contact [Sarah Hubble](#) for more info.

## **Municipal Wire\***

The Invasive Species Centre is [accepting applications](#) under the Invasive Species Action Fund until June 7, 2023. Through this program municipalities and other applicants can receive up to \$25,000 to support planning, monitoring and control of priority invasive species.

## **Careers**

[Senior Processing Officer - Ministry of Labour, Immigration, Training and Skills Development](#). Assess, determine, or make final decisions on the eligibility of applicants' nominee applications. [Apply online](#) by June 7.

[Project Manager, Facilities - Region of Durham](#). Manage the delivery of capital projects throughout the stages of design, tendering and construction. [Apply online](#) by June 16.

[Director of Planning & Development - Township of Tiny](#). Responsible for all matters pertaining to land use planning and development. Apply to [humanresources@tiny.ca](mailto:humanresources@tiny.ca)

by June 16.

Chief Financial Officer - Brantford Police Service. Responsible for providing strategic management of the accounting and finance functions, directing accounting policies, procedures, and internal controls. [Apply online](#) by June 7.

Finance Supervisor - District of Parry Sound Social Services Administration Board. Responsible for overseeing and supervising the financial functions carried out by the Finance Department. Apply to [jobs@psdssab.org](mailto:jobs@psdssab.org) by June 16.

Chief Executive Officer - Windsor-Detroit Tunnel Corporation. The CEO oversees the direction, day-to-day administration, safety, and all other aspects of operations of the Windsor-Detroit Tunnel. [Apply online](#) by June 30.

**About AMO**

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

**AMO Contacts**

[AMO Watchfile](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

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

[ONE Investment](#)

[Media Inquiries](#)

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

AMO's Partners



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**Ministry for  
Seniors  
and Accessibility****Ministère des Services  
aux aînés et de  
l'Accessibilité**

Minister

Ministre

College Park  
777 Bay Street  
5<sup>th</sup> Floor  
Toronto ON M7A 1S5College Park  
777, rue Bay  
5<sup>e</sup> étage  
Toronto ON M7A 1S5

June 5, 2023

Re: Seniors Active Living Centres Program Expansion for 2023-2024

Dear Friends:

Ontario's Seniors Active Living Centre (SALC) programs offer a wide variety of activities for older adults in communities across this province. These include fitness, healthy lifestyle and wellness classes, recreation and social activities, and learning opportunities such as financial management, elder abuse prevention and volunteering.

I am very pleased to inform you that through a call for applications, our government is adding approximately 15 new SALC programs that respond to the diverse range of needs, cultural backgrounds, interests, and abilities of older adults.

Starting June 5, 2023, through [Transfer Payment Ontario](#) the province will be accepting applications from municipalities or organizations partnering with a municipality that do not have an existing SALC program to start a new program.

The deadline for submissions is Thursday, July 20, 2023, at 5PM EST.

To find out if your municipality has an existing SALC program, please visit [Find a Seniors Active Living Centre program near you | Ontario.ca](#).

There is currently a network of almost 300 SALC programs in place across the province. I encourage all interested applicants in the targeted areas to send in an application – so that, together, we can help more older adults in remote and underserved parts of Ontario, get the programs and services they need.

Lastly, I would like to let you know that [June is Seniors Month in Ontario](#), which is a time to celebrate older adults across the province, and I can think of no better way to celebrate Ontario's seniors than by helping them lead active, healthy and independent lives.

Thank you for your support.

A handwritten signature in black ink that reads "Raymond Cho".

Honourable Raymond Cho  
Minister for Seniors and Accessibility

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June 8, 2023

### **In This Issue**

- MPAC Board Positions – Call for Expressions of Interest.
- Register for the AMO 2023 Annual General Meeting and Conference.
- Additional accommodations available for AMO 2023.
- June 9 Deadline to Request your Delegation Meetings at AMO 2023.
- Councillor training: Fall dates.
- Navigating Conflict for Elected Officials: June workshop.
- AMO-OFIFC Indigenous Community Awareness: November few spots available.
- Human Rights and Equity Training: November workshop.
- AMO Webinar: Meet the Partners!
- Canoe Vendor Spotlight: WESCO.
- Important TSSA Advisory for Ontario's Ice Rink Owners.
- Careers: Durham, Niagara, and Simcoe.

### **AMO Matters**

AMO has issued a call for expression of interests for building the AMO 2024 list of nominees. [Applications are due June 30.](#)

### **Eye on Events**

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November 27 training.

Understanding your role and responsibilities as an elected official when it comes to [Human Rights & Equity](#) is critical. This training examines your legislative responsibilities and understanding what equity means and how it can be implemented. [Register today](#) to build your knowledge in these complex areas.

AMO's Digital Service partners are technology leaders who want to share their solutions to encourage the digital transformation of municipal administration/operations and help you discover process efficiencies. Come learn more about their offerings over two lunch and learn sessions on [June 15](#) and [June 22](#) at 12pm. Register today.

## LAS

Canoe keeps growing to serve you better! We're pleased to welcome WESCO as a supplier in our [Facility MRO category](#), offering a range of products including electrical supplies, telecom, security hardware, A/V, and energy efficiency solutions. [Contact Sarah](#) to learn more.

## Municipal Wire\*

The Ontario Recreation Facilities Association (ORFA) shares the following TSSA Advisory for owners/operators of ice rinks. The Advisory reminds senior municipal staff and elected officials of their legal obligations under the Operating Engineers Regulation. [Read all about it here](#).

## Careers

[Manager, Waste Technical Services - Regional Municipality of Durham](#). Supervise and implement daily activities related to waste management facilities including processing contracts, waste management facility operations, policy development and communications. [Apply online](#) by June 21.

[Deputy Chief Administrative Officer - Niagara Region](#). Provides a high level of strategic leadership in the facilitation and delivery of a portfolio of programs and services focused on delivering and fulfilling legislative duties, government stakeholder relations and strategic communications for the Niagara Region. Apply to [arthur@wmc.on.ca](mailto:arthur@wmc.on.ca) by July 7.

[IPAC Specialist - County of Simcoe](#). Responsible for providing oversight and leadership to the infection, prevention and control (IPAC) program for the LTC Homes and Seniors community programs. [Apply online](#) by June 17.

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