

CORPORATION OF THE TOWNSHIP OF MCKELLAR

March 5, 2024 – 6:30 p.m.

AGENDA

Topic: Regular Meeting of Council

Time: March 5, 2024 6:30 P.M.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/83873519848>

Dial by your location
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24-109
2024-19

1st Resolution
1st By-law

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 4. ADOPTION OF AGENDA**
- 5. CLOSED SESSION**
 - 5.1 Minutes of Closed Session – February 20, 2024
 - 5.2 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Human Resources Policy & Hiring
 - 5.3 Information Supplied in Confidence by a Third Party; Pursuant to Section 239(2)(i) of the Municipal Act – Continued discussion and review of proposals received for Request for Proposal 2023-13 to Provide a Review and New Versions of the Township’s Zoning By-law and Official Plan
 - 5.4 Litigation or Potential Litigation, Pursuant to Section 239(2)(e) – Litigation Re. Consent Application Appeal, Ontario Land Tribunal Updates
 - 5.5 Acquisition or Disposition of Land; pursuant to Ontario Municipal Act, Section 239(2)(c) – Update on Road Allowance Closure (Zulak)
- 6. CALL TO ORDER**
- 7. RESPECT AND ACKNOWLEDGMENT DECLARATION**

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

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

- 8. ROLL CALL - REGULAR SESSION 6:30pm (Public can join via Zoom)**
- 9. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 10. PUBLIC MEETING**
- 11. DELEGATIONS AND PRESENTATIONS**
 - 11.1 Second Annual McKellar Amateur Rib Competition, Axy Leighl
- 12. COMMITTEE OF THE WHOLE**
- 13. MOTION TO REVIEW A PREVIOUS MOTION**
- 14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)**
 - 14.1 Regular Meeting of Council Minutes for February 6, 2024 & February 20, 2024
- 15. PLANNING MATTERS**
 - 15.1 Memo Re: Rights-of-Way for B03/2024 (Shandling/Allen)
 - 15.2 Consent Application B07/2024 (Zandberg) Right-of-Way
 - 15.3 Consent Application B10/2024 (EDC Contracting)
- 16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL**
 - 16.1 Town of Parry Sound EMS Advisory Committee Minutes of the February 22, 2024 Meeting
 - 16.2 Township of McKellar Recreation Committee Minutes of the February 22, 2024 Meeting
- 17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL**
 - 17.1 Public Works Department Quarterly Report October-December 2023
 - 17.2 Depot Operations Agreement – Circular Materials Ontario
- 18. MAYOR'S REPORT**
- 19. CORRESPONDENCE FOR CONSIDERATION**
 - 19.1 Rotary Club of Parry Sound letter dated February 15, 2024 re. Request for Support of the 2024 Rotary 3 Strikes Against Cancer 3 Pitch Tournament
 - 19.2 Support of The Re-Installation of The Flashing Light at the Intersection of Woods Road and Highway 69

- 19.3 Budget Propane Request to Run Three Axle Trucks with A Load Not to Exceed 6700 Kg/Axle During the Reduced Load Period
- 19.4 Proclaiming April 2, 2024, as World Autism Awareness Day
- 19.5 Township of Perry, Request to the Province to Amend the Blue Box Regulation (391/21)

20. MOTION AND NOTICE OF MOTION

- 20.1 Proposed Rabies Clinic
- 20.2 LSEC Clean Up Our Lakes Campaign Proposed 2024 Dates (May 13-26)

21. BY-LAWS

- 21.1 By-law No. 2024-19, Being a By-law to Adopt a Code of Conduct Policy for Building Officials of the Township of McKellar

22. UNFINISHED BUSINESS

- 22.1 Unfinished Business as of March 5, 2024

23. NEW BUSINESS

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

25. CONSENT AGENDA – CORRESPONDENCE

- 25.1 AMO Watchfiles – February 15, 2024 & February 22, 2024
- 25.2 MTO, Licence Plate Renewals
- 25.3 Ministry of the Environment, Conservation and Parks, Proposed New Environmental Assessment Regulation for Municipal Infrastructure
 - (i) February 16, 2024 Letter
 - (i) February 22, 2024 Letter
- 25.4 County of Prince Edward, Request the Province to Review the Ontario Works and Ontario Disability Support Program Financial Assistance Rates
- 25.5 City of Hamilton, Support for the Decision of the Ontario Energy Board to End the Gas Pipeline Subsidy
- 25.6 Municipal Employer Pension Centre Ontario (MEPCO) Update, New AMO Appointee to OMERS, Results of Municipal Employee Survey
- 25.7 Northumberland County, Amendment to the Occupational Health and Safety Act to Clarify the Definition of “Employer”
- 25.8 Parry Sound Official Plan Update - Invitation to Attend Engagement Session
- 25.9 Township of the Archipelago, Request to Ministry of Education not to Close Rural Elementary Schools
- 25.10 Township of the Archipelago, West Parry Sound Recreation and Cultural Centre Bridge Financing
- 25.11 Township of Seguin By-laws re. West Parry Sound Recreation and Cultural Centre, 1) Amendment to the Agreement & 2) Bridge Financing

- 26. QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON AGENDA)**
- 27. CONFIRMING BY-LAW**
 - 27.1 By-law 2024-20 - Confirming the Proceedings of Council
- 28. ADJOURNMENT**

Instructions for Joining the Council Meeting

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



SCHEDULE "E"

**Township of McKellar
Request for Delegation/Deputation before Council**

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

PLEASE PRINT

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



SCHEDULE "E" continued

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

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

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

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

Correspondence to Council:

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

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

Dear Council

Re: Second Annual McKellar Amateur Rib Competition

July 9, 2023 saw the inaugural McKellar amateur rib competition or the McKellar Ribfest. From the perspective of the organizing committee, the event was a tremendous success. Our primary goal – to host a celebratory barbecue event that brought the McKellar community together – was achieved. During the event and in the months that followed, we received positive and encouraging feedback from guests. This feedback supports our belief that the event is good for McKellar. And it supports our belief that the Township is a stakeholder.

We are truly grateful for the support of the Township of McKellar and the community. The Township graciously provided us with the facility, the support of Township staff and fencing, in addition to providing an exemption to by-law 3.2 and schedule B(10) to the noise by-law. As we prepare for 2024, we ask Township staff – in particular Greg Gostik and Karlee Britton – to take a few moments and provide us with Township feedback of last year's event.

We have spent the months after the event reflecting and debriefing and are confident that we can build on our success of 2023. We ask for the Township's continued support. An ongoing successful event reflects well on our community and provides a host of benefits to McKellar. It is an inclusive unifying event that provides local service groups a chance to showcase themselves and fundraise within the framework of a fun community event. Approximately \$6000 was raised for our local charities. The feedback we have received supports the Township's role as a leading stakeholder.

Recapping our 2023 event, it was entirely volunteer driven: organizers, kitchen and ground staff in addition to competitors, were all volunteers. We saw approximately 500 guests over a 4 - hour period. To the best of our knowledge, there were no safety issues or by-law complaints. Our competitors included: the McKellar and McDougall Volunteer Fire Departments, the Dunchurch Legion, the Hurdville Community Club, the Waubano Shriners, the McKellar Rec Committee, the Dun Ahmic Snowriders and the Agricultural Society/Middle River Farm. The McKellar 150th Committee, Harvest Share, the McKellar Cub Scouts and the Whitestone McKellar Lions Club participated in support roles and they were able to fundraise in their support roles.

We were also pleased to have Parry Sound Fuels and Sobeys as sponsors. Pies were supplied by various individuals from the community. The ribs were supplied by Middle River Farm at a very reasonable rate. Further, the local musical entertainment by Harbour and Sully Burrows were supplied at a very low cost to the event. Harbour, Sobeys, Parry Sound Fuels, and Middle River Farm have already signed on to support the 2024 event.

Unfortunately, we did run out of ribs – a shortcoming that was received surprisingly well by our guests. This year we pledge that we will not run out of ribs - the event is being simplified to avoid this problem. Our 2023 winners were the Dunchurch Legion (Judge's Choice) and the McKellar Fire Department (Fan Favourite). We understand both winners will be returning to defend their titles.

In 2023 we were fortunate with weather. This year we are preparing a weather contingency plan that would require use of the ice pad. With respect to the by-law exemption, we enclose a separate appendix with the required information. We ask that Council consider granting a permanent exemption for the

event on the understanding that it takes place on the first Sunday of July and during the hours of 4 pm and 8 pm each year.

The event will be licensed as it was in 2023 however there will be a significant change in the availability and delivery of alcoholic beverages. We have engaged Legends Spirits Company (“Legends”) and they will be operating under the catering rider of their distillery licence. Legends will be offering a selection of their alcoholic and non-alcoholic cocktails alongside a selection of Trestle Brewing Company products. Alcohol will be restricted to the fenced area and hall. Entrances / exits will be monitored to ensure guest compliance. Legends was retained by the Art Gala committee. Their service at the Art Gala not only complimented the event, it was exemplary with respect to regulatory compliance.

We respectfully request the Township of McKellar’s support for 2024 – site, kitchen, garbage removal, fencing, staff support and a by-law exemption. The Township’s support is critical to our success and we will acknowledge Township’s significant role in promotional materials and in announcements during the event.

We have an additional request. We ask that Council enter the competition as a team this year and for the years to follow. The Committee is prepared to provide assistance to Council (and every other team) to make participation a reality. If competing does not appeal to Council, the Judges’ Panel is another role that aligns with our hopes of Council’s involvement.

Judging is a challenging and vital role. Judges are required to remain seated under a shade tent for the duration of the judging, while volunteers bring succulent barbecued ribs for them to sample and score pursuant to a standardized score sheet. The rigors of judging sometimes requires that judges consume beverages brought to them by volunteers, to cleanse their palettes. It is a demanding role that we truly appreciate. We are grateful for the sacrifice our Judges make.

McKellar Ribfest is planned to customarily take place on the first Sunday of July (after the long weekend), coinciding with the start of the summer holiday season. It is a wonderful kickoff alongside the McKellar Market, to our McKellar summer. Township priorities, such as improved recycling and composting, can be promoted at the event with fun activities. The participation of Council as a team embodies the welcoming and unifying spirit of McKellar.

Yours Very Truly,

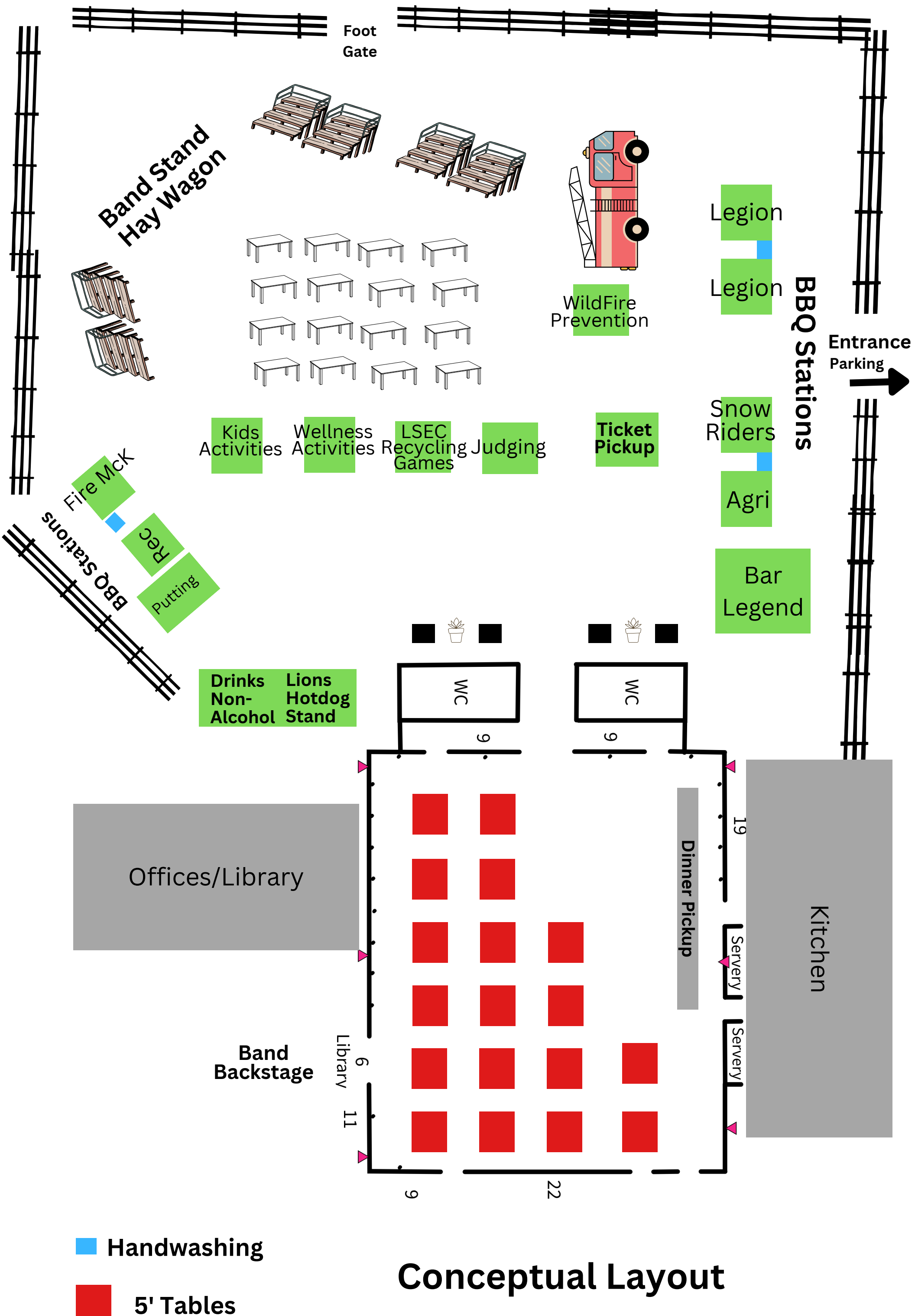
Axy Leighl and Steve Macdonell

Co-chairs McKellar Rib Competition Committee

Attachments:

Tentative Site Plan

By-law exemption Particulars



Foot Gate

Band Stand
Hay Wagon

Legion

Legion

BBQ Stations

Entrance
Parking

WildFire
Prevention

Kids
Activities

Wellness
Activities

LSEC
Recycling
Games

Judging

Ticket
Pickup

Snow
Riders

Agri

Bar
Legend

Fire MCK
BBQ Stations

Rec
Putting

Drinks
Non-
Alcohol

Lions
Hotdog
Stand

WC

WC

Offices/Library

Band
Backstage

Library

Kitchen

Dinner Pickup

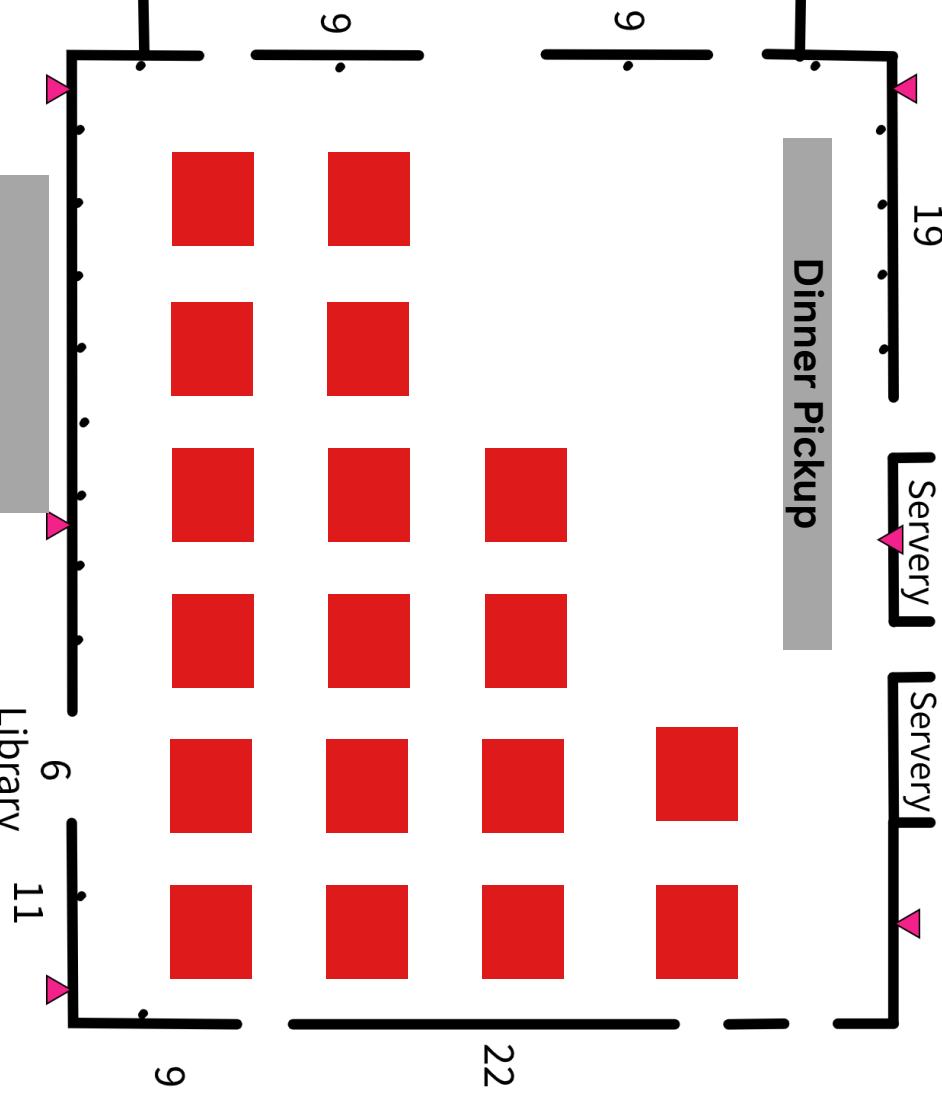
Serving

Serving

Handwashing

5' Tables

Conceptual Layout



Dear Council

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

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

Axy Leighl
[REDACTED]
[REDACTED]

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

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

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

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

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

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

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

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

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

July 7, 2024

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

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

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

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

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

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

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

Axy Leighl

[Redacted address and contact information]

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

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

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

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

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

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

Thank you,

Axy Leigh
[REDACTED]



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Mayor Moore called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor Moore took Roll Call.

- Present:** Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak
Staff: Clerk/Administrator, Ina Watkinson
Guest: Chris Mahon, West Parry Sound Geography Network

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

Councillor Zulak declared a pecuniary and personal interest for Item 21.2.

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-065 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Regular Meeting of Council, as amended to add Item 23.1 under New Business regarding A.S.E. systems.

Carried

Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-066 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 6:04 p.m. to discuss the following items;

- 5.1 Information Supplied in Confidence by a Third Party; Pursuant to Section 239(2)(i) of the Municipal Act – Data Sharing Services Agreement discussion with Chris Mahon, West Parry Sound Geography Network

Carried

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-067 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:36 p.m.

Carried

Chris Mahon left the meeting.

Mayor Moore called the meeting to order at 6:36 p.m.

ROLL CALL

Mayor Moore took Roll Call.

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

RESPECT AND ACKNOWLEDGEMENT DECLARATION

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and



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we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

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

Councillor Zulak declared a pecuniary and personal interest for Item 21.2.

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-068 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held February 6, 2024.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-069 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the deputation from Bruce Kelly, Chair of the Parry Sound Area Industrial Park Board, providing Council with updates from the Industrial Park, as requested.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-070 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the deputation from Debbie Woods, Chair of the McKellar Township Public Library Board and Terri Short, CEO of the McKellar Township Public Library to present the Library's 2023 Annual Report.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-071 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the January 19, 2024 and January 25, 2024 and January 30, 2024 Special Meetings of Council and the January 23, 2024 Regular Meeting of Council, as circulated.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-072 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 22, 2023 and November 29, 2023 Meetings of the NBPSDHU Board of Health.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-073 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 27, 2023 meeting of the Township of McKellar Public Library Board.

Carried



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Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-074 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 22, 2023; December 13, 2023 (Government and Partnerships Committee) and December 20, 2023 meetings of the District of Parry Sound West (Belvedere Heights) Board of Management.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-075 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive Report T-2024-02 Statement of the Council Remuneration and Expenses 2023 from Treasurer, Roshan Kantiya for information purposes.

Carried

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-076 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Registration Form from the District of Parry Sound Municipal Association for the Parliamentary Procedures Course instructed by AMCTO; and **FURTHER** authorize the following staff to be registered for the course, with all applicable expenses to be paid by the Township at \$263.00 per person:

Mary Smith, Treasury & Administrative Assistant;
Ina Watkinson, Clerk/Administrator; and
Karlee Britton, Deputy Clerk/Planning Assistant.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-077 **WHEREAS** By-law 2023-66 Being a By-law to Regulate the Speed of Motor Vehicles on Certain Highways within the Municipality had first and second readings carried on October 3, 2023; and

WHEREAS the public has been given the opportunity, via at least two open Committee of the Whole meetings, to provide feedback to the Township with regards to speed limit changes within the Township; and

WHEREAS limited feedback was received in 2023, therefore providing direction in the proactive purchasing of the requisite hardware;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2023-66, Being a By-law to Regulate the Speed of Motor Vehicles on Certain Highways within the Municipality, a Third reading;

And Further Passed in Open Council this 6th day of February, 2024.

Defeated

Moved by: Councillor Haskim
Seconded by: Councillor Zulak

24-078 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby direct the Director of Operations to restore the speed limit signage to its original set speeds, as per current By-law; and



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FURTHER direct that no further purchases of speed limit signs is undertaken unless directed by Council.

Carried

Councillor Zulak left the meeting.

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-079 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-14, Being a By-law to Stop Up and Close Part of the Original Road Allowance between Concession 12, Part Lot 21 and Concession 13, Part Lot 21, Township of McKellar, District of Parry Sound as Part of the Land Exchange for Portions of Balsam Road (Zulak Estate), a First and Second reading;

And further Read a Third time and Passed in Open Council this 6th day of February, 2024.

Carried

Councillor Zulak re-entered the meeting.

Moved by: Councillor Haskim

Seconded by: Councillor Zulak

24-080 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-15, Being a By-law to Amend By-law 2020-28 Being a By-law to Regulate Parking, the Occupation of a Highway and to Establish a Permit System, as amended, a First and Second reading;

And further Read a Third time and Passed in Open Council this 6th day of February, 2024.

Deferred

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-081 **WHEREAS** Resolution No. 23-465, wherein there was a request from the Council of the Corporation of the Township of McKellar "that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones," was carried at the July 4, 2023, regular open meeting of Council;

AND WHEREAS it was noted in the Agenda Package that the Resolution had its origins in a Resolution carried by the City of Woodstock, copied to all Ontario municipalities in a letter dated June 27, 2023;

AND WHEREAS the Council's intent was to demonstrate support for the Council of the City of Woodstock in its attempt to lobby for an amendment to the Highway Traffic Act to allow more municipal control in certain situations, and not to advocate for an ASE system for the Township of McKellar;

AND WHEREAS certain persons have incorrectly concluded that Council is contemplating the use of an ASE system for the Township of McKellar;

AND WHEREAS Council feels it is necessary to dispel any rumours regarding its intentions in this matter;



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NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar rescind Resolution No. 23-465 in its entirety.

DIVISION VOTE

YEAS: Councillor Haskim, Kekkonen, Ryeland, Zulak and Mayor Moore.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Zulak

24-082 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the consent agenda for correspondence.

Carried

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

Perry Emerson spoke against the third reading and passing of By-law 2023-66 (Speed Limit By-law).

Dan Peters commented that his reasoning for attending the meeting was to gain insight on By-law 2023-66 and the A.S.E. system.

Ser Da Silva spoke both for and against the passing of By-law 2023-66, relating to certain areas and speed limits within the Township.

Ted Davidson spoke against the third reading and passing of By-law 2023-66.

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-083 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-16, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;

And further Read a Third time and Passed in Open Council this 6th day of February, 2024.

Carried

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-084 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar adjourn this meeting at 8:13 p.m. to meet again on February 20, 2024; or at the call of the Mayor.

Carried

David Moore, Mayor

Ina Watkinson, Clerk/Administrator



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

February 20, 2024

Mayor Moore called the meeting to order at 5:30 p.m.

ROLL CALL

Mayor Moore took Roll Call.

Present: Mayor David Moore
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak
Staff: Clerk/Administrator, Ina Watkinson

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

There were no conflicts of interest declared.

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-085 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Regular Meeting of Council, as amended to move Item 15.1 under Planning Matters to precede Item 12.1 Committee of the Whole. **Carried**

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-086 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 5:32 p.m. to discuss the following items:

- 5.1 Minutes of Closed Session – January 30, 2024 & February 6, 2024;
- 5.2 Acquisition or Disposition of Land; pursuant to Ontario Municipal Act, Section 239(2)(c) – Post Office Lease Agreement;
- 5.3 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Human Resources Policy.

Carried

Moved by: Councillor Zulak
Seconded by: Councillor Kekkonen

24-087 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:31 p.m.

Carried

Mayor Moore called the meeting to order at 6:30 p.m.

ROLL CALL

Mayor Moore took Roll Call.

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

RESPECT AND ACKNOWLEDGEMENT DECLARATION

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



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

February 20, 2024

years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

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

There were no conflicts of interest declared.

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-088 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held February 20, 2024.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-089 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the proposed consent for a lot addition to an existing lot fronting on Manitouwabing Lake in Part of Lots 15 & 16, Concession 8 in the Township of McKellar as applied for by Kenneth Allen in Application No. B03 2024 (McK); and

FURTHER be approved subject to the following conditions:

1. Confirmation from the applicant's solicitor that the lot addition will merge with the benefitting lot; and
2. Payment of any applicable planning fees.

Deferred

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-090 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby move into Committee of the Whole at 7:16 p.m. to continue discussions on Transfer Station User Permits (Cards).

Carried

COMMITTEE OF THE WHOLE

Deputy Clerk/ Planning Assistant, Karlee Britton provided Council with an updated proof from the potential vendor producing the cards. Council asked questions regarding the process and discussed the specific information and formatting of the permit card.

Ted Davidson asked if the address could be the only identifiable information on the cards.

Reg Moore suggested the cards be produced in house and not by a vendor.

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-091 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby rise and report from Committee of the Whole at 7:36 p.m.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-092 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the February 6, 2024 Regular Meeting of Council, as circulated.

Deferred



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

February 20, 2024

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

- 24-093** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby direct staff to produce a proof, in house, a new Transfer Station permit card (yellow, card stock, laminated) with the hours of operation and a QR code directing users to a recycling page on the website {*on the back of the card*}, with the name, 8 digits of the Roll No. and the date issued {*on the front of the card*}; and
- FURTHER THAT** the cards be mailed in August or September 2024; and
- FURTHER THAT** it be advertised at the Transfer Station that the 2023 stickers are still valid.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

- 24-094** **WHEREAS** Resolution No. 23-541 was carried at the August 15, 2023 Regular Meeting of Council approving the proposed lot addition on Brownley Road as applied for by Susan Heder in Consent Application No. B21/2023 subject to conditions; and
- WHEREAS** Condition No. 3 states that any portion of Brownley Road, 33 feet from the centreline of the road be conveyed to the Township, should the applicant be the owner; and
- WHEREAS** the applicant is the owner of Part 1 RP 42R-14410; and
- WHEREAS** By-law 1997-21 being a By-law to Stop Up and Close that portion of Brownley Road in Lot 19, Concession 9, designated as Part 1 on Registered Plan 42R-14410 was passed on October 20, 1997; and
- WHEREAS** the Township owns Part 2 RP 42R-14410 creating a 66 foot wide road allowance for Brownley Road;
- NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby amend Resolution No. 23-541 to remove condition No. 3.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

- 24-095** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the January 25, 2024 Meeting of the Township of McKellar Recreation Committee.

Carried

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

- 24-096** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the draft Minutes of the December 6, 2023 Meeting of the Township of McKellar Historical Committee.

Carried



CORPORATION OF THE TOWNSHIP OF MCKELLAR

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Moved by: Councillor Ryeland
Seconded by: Councillor Haskim

24-097 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Minutes of the November 27, 2023 Meeting of the Parry Sound Area Planning Board.

Carried

Moved by: Councillor Kekkonen
Seconded by: Councillor Haskim

24-098 BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the Accounts Payable Preliminary Cheque Run Report for January 2024 from Treasurer, Roshan Kantiya for information purposes.

Carried

Moved by: Councillor Haskim
Seconded by: Councillor Ryeland

24-099 WHEREAS the Township of McKellar received correspondence via email from Mac Bain, Executive Director of The Federation of Northern Ontario Municipalities (FONOM) requesting Councils of Ontario Municipalities to consider a draft resolution prepared by FONOM (continued below); and

WHEREAS current Provincial-Municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life; and

WHEREAS nearly a third of Municipal spending in Ontario is for services in areas of provincial responsibility, and expenditures are outpacing Provincial contributions by nearly \$4 billion a year; and

WHEREAS Municipal revenues, such as property taxes, do not grow with the economy or inflation; and

WHEREAS unprecedented population and housing growth will require significant investments in Municipal infrastructure; and

WHEREAS Municipalities are being asked to take on complex health and social challenges – like homelessness, supporting asylum seekers and addressing the mental health and addictions crises; and

WHEREAS inflation, rising interest rates, and provincial policy decisions are sharply constraining Municipal fiscal capacity; and

WHEREAS property taxpayers – including people on fixed incomes and small businesses – can't afford to subsidize income re-distribution programs for those most in need; and

WHEREAS the Province can and should invest more in the prosperity of communities; and

WHEREAS Municipalities and the Provincial government have a strong history of collaboration;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar asks the Province of Ontario to commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario;



CORPORATION OF THE TOWNSHIP OF MCKELLAR

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AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario, Minister of Municipal Affairs and Housing, the Minister of Finance, the Association of Municipalities of Ontario, the Leaders of the Opposition, and the Federation of Northern Ontario Municipalities.

Deferred

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-100 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby support the Corporation of the County of Prince Edward Resolution No. 2024-46 requesting the Fire Underwriters Survey (FUS) to create a new community fire-protection and fire prevention insurance system that does not put all Municipalities under the same umbrella, with distinct categories for rural and urban Municipalities, specifically pertaining to the replacement of fire trucks due to insurance requirements; and

FURTHER THAT this support resolution be circulated to Premier Doug Ford; the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development; the Honourable Paul Calandra, Minister of Municipal Affairs and Housing; The Federation of Canadian Municipalities (FCM); The Association of Municipalities of Ontario (AMO); The Eastern Ontario Wardens' Caucus (EOWC) and the Corporation of the County of Prince Edward.

Carried

Moved by: Councillor Ryeland

Seconded by: Councillor Haskim

24-101 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the consent agenda for correspondence.

Carried

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

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

Moved by: Councillor Zulak

Seconded by: Councillor Kekkonen

24-102 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-17, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;

And further Read a Third time and Passed in Open Council this 20th day of February, 2024.

Carried

Moved by: Councillor Haskim

Seconded by: Councillor Ryeland

24-103 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 8:27 p.m. to meet again on March 5, 2024; or at the call of the Mayor.

Carried

David Moore, Mayor

Ina Watkinson, Clerk/Administrator

PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

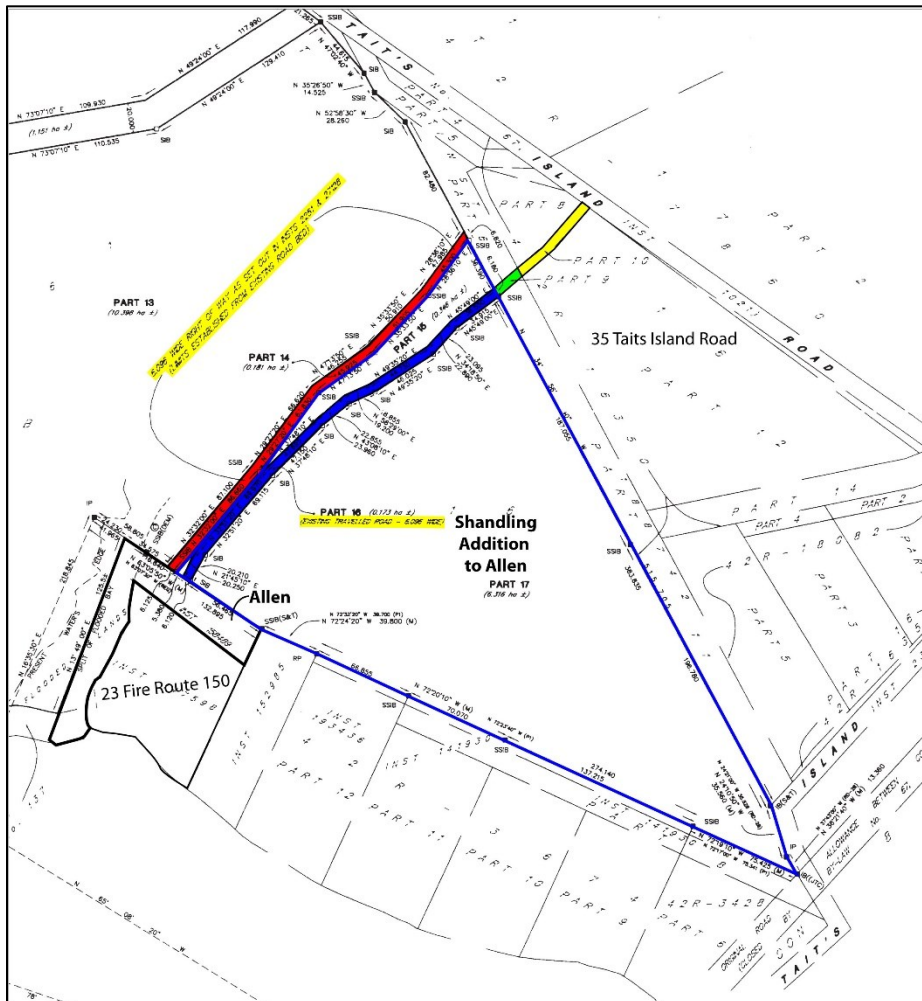
Memo to McKellar Council

Re: B03 2024 (McK) - Shandling - Rights-of-way over Fire Route 150

February 27, 2024

BACKGROUND / PURPOSE

At a McKellar Council meeting held February 20, 2024, questions were raised regarding rights-of-way for access to 23 Fire Route 150 over the Allen and Shandling lands and finally over 35 Tait's Island Road



CHAIN OF RIGHT-OF-WAY ACCESS

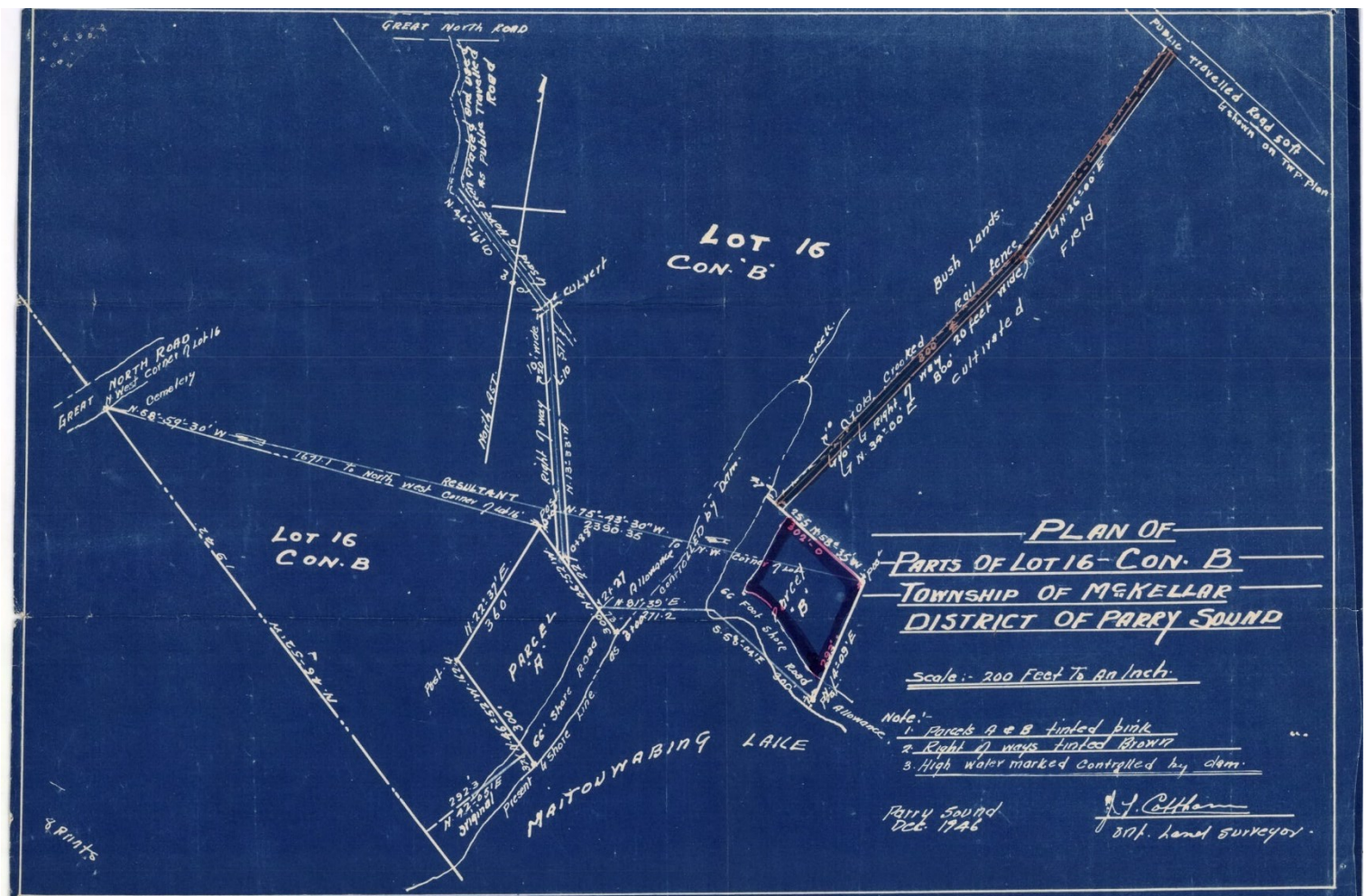
23 FIRE ROUTE 150

23 Fire Route 150 is described as:

Teranet PIN#: 521280558

Description: PT LT 16 CON B MCKELLAR AS IN RO147598; T/W RO147598; MCKELLAR

The right-of-way described in RO147598 is hi-lited in the attached, as well as the reference to instrument 2251. The plan attached to instrument 2251 is below and attached.



As shown on the plan, there is right-of-way from 23 Fire Route 150 to the "Public Travelled Road" assumed to be Taits Island Road.

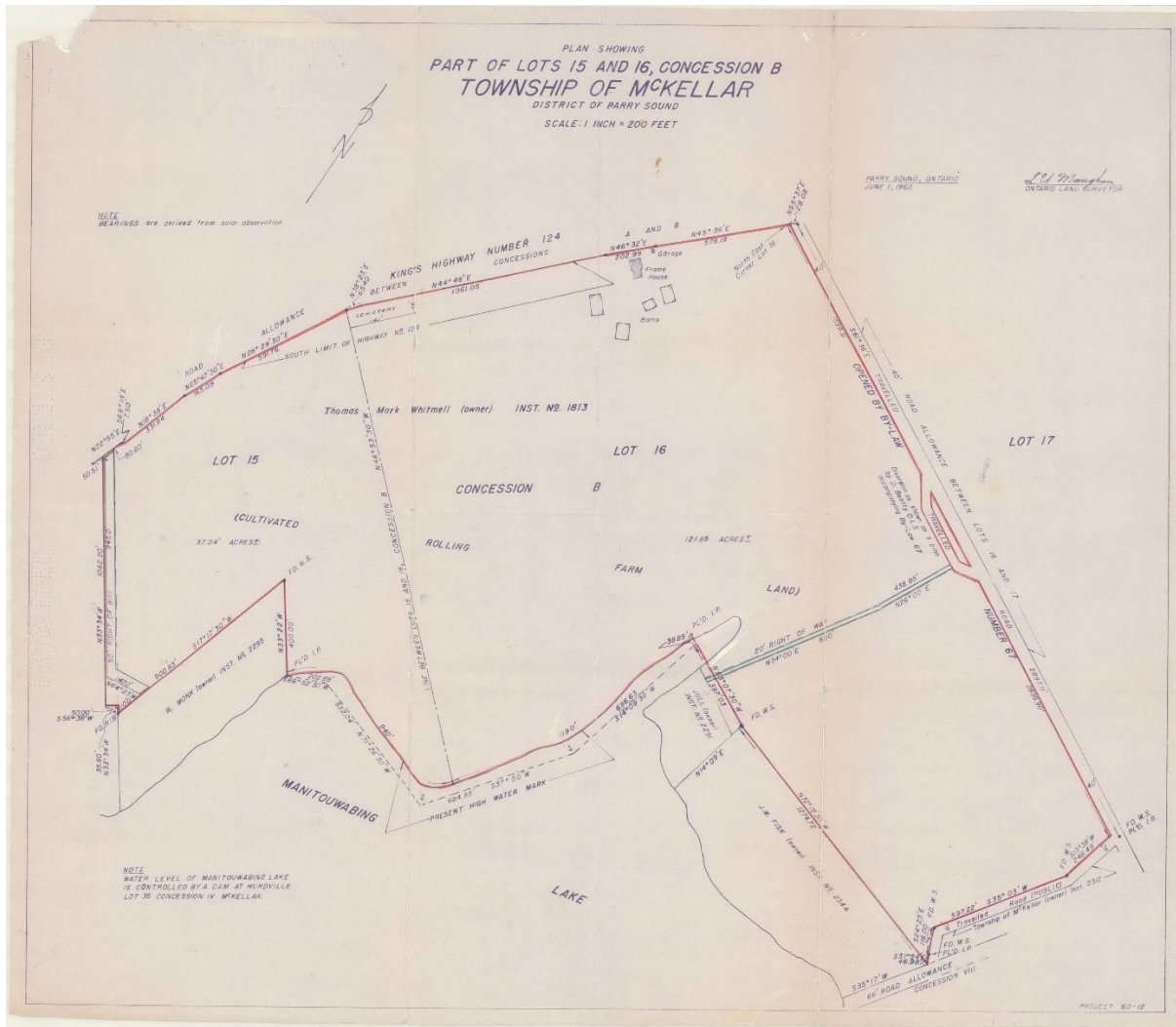
ALLEN LANDS

The **Allen lands** are described as:

Teranet PIN#: 521280559

Description: PT LT 16 CON B MCKELLAR AS IN RO158489 LYING SW OF PT 14, 16 & 17 42R18189; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN RO158489; MCKELLAR

Instrument RO158489 is attached with the reference to the right-of-way to the Jull lands hi-lited as well as the reference to instrument 2251 (plan attached).



SHANDLING LANDS

The **Shandling lands** are described as:

Teranet PIN#: 521280555

Description: PT LOCATION CL14340 BEING PT LT 15 AND 16 CON B MCKELLAR;
PT LT 16 CON B MCKELLAR PT 13 TO 17 42R18189; S/T & T/W RO212662;
MCKELLAR

The description shows that the lands are subject to and together with (S/T & T/W) a right-of-way.

35 Tait's Island Road completes the right-of-way chain and is described as:

Teranet PIN#: 521280569

Description: PT LT 16 CON B MCKELLAR PT 8, 10, 12 42R16350; S/T RO121061;
MCKELLAR

Instrument RO121061 is attached with the reference to the 20 foot right-of-way hi-lited as well as the reference to instrument 27099 with the same plan attached.

FIRE ROUTE 150

Reference plan 42R-18189 (attached) was registered in December of 2007. The plan shows two parallel rights-of-way. A note on the plan indicates that the first was an existing roadbed at the time of the survey, and the second is the existing travelled road.

The plan also shows the road travelling over a municipal road allowance. The status of the road allowance crossing is not known, but it is clear that a right-of-way to Tait's Island road has existed since 1946 (see plan attached to Inst. 2251).

CONCLUSION

Based on the materials presented in and attached to this report, it is my opinion that there is deeded access from Tait's Island Road to PIN 521280558 known as 23 Fire Route 150.

This access will remain should McKellar Council and the Parry Sound Area Planning Board approve consent application B03 2024 (McK) – Shandling.

Respectfully,



Patrick Christie, C.P.T.

PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

CONSENT APPLICATION NO. B07 2024 (McK) – Zandberg

PART OF LOT 33, CONCESSION 13 TOWNSHIP OF McKELLAR

RIGHT-OF-WAY TO PART 1, 42R-21223 OVER FIRE ROUTE 103

PIN 521270746

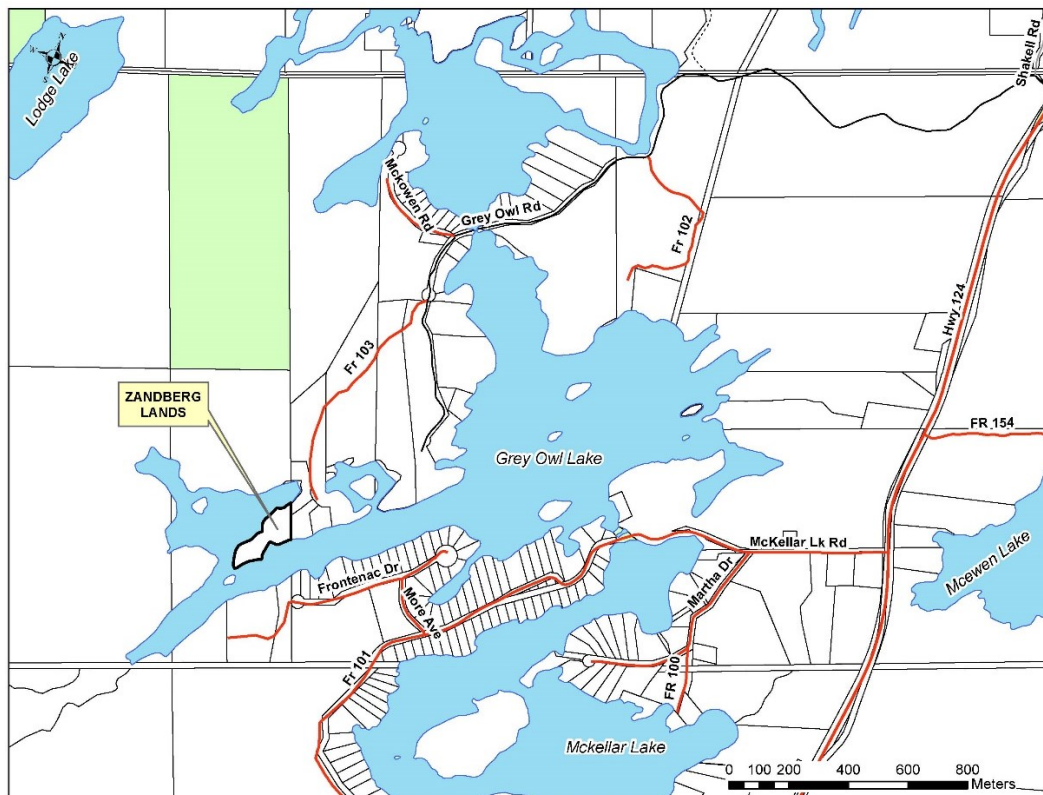
Applicants: Adam & Laura Zandberg

Owners: Walsh, Khan, Maki, White

February 28, 2024

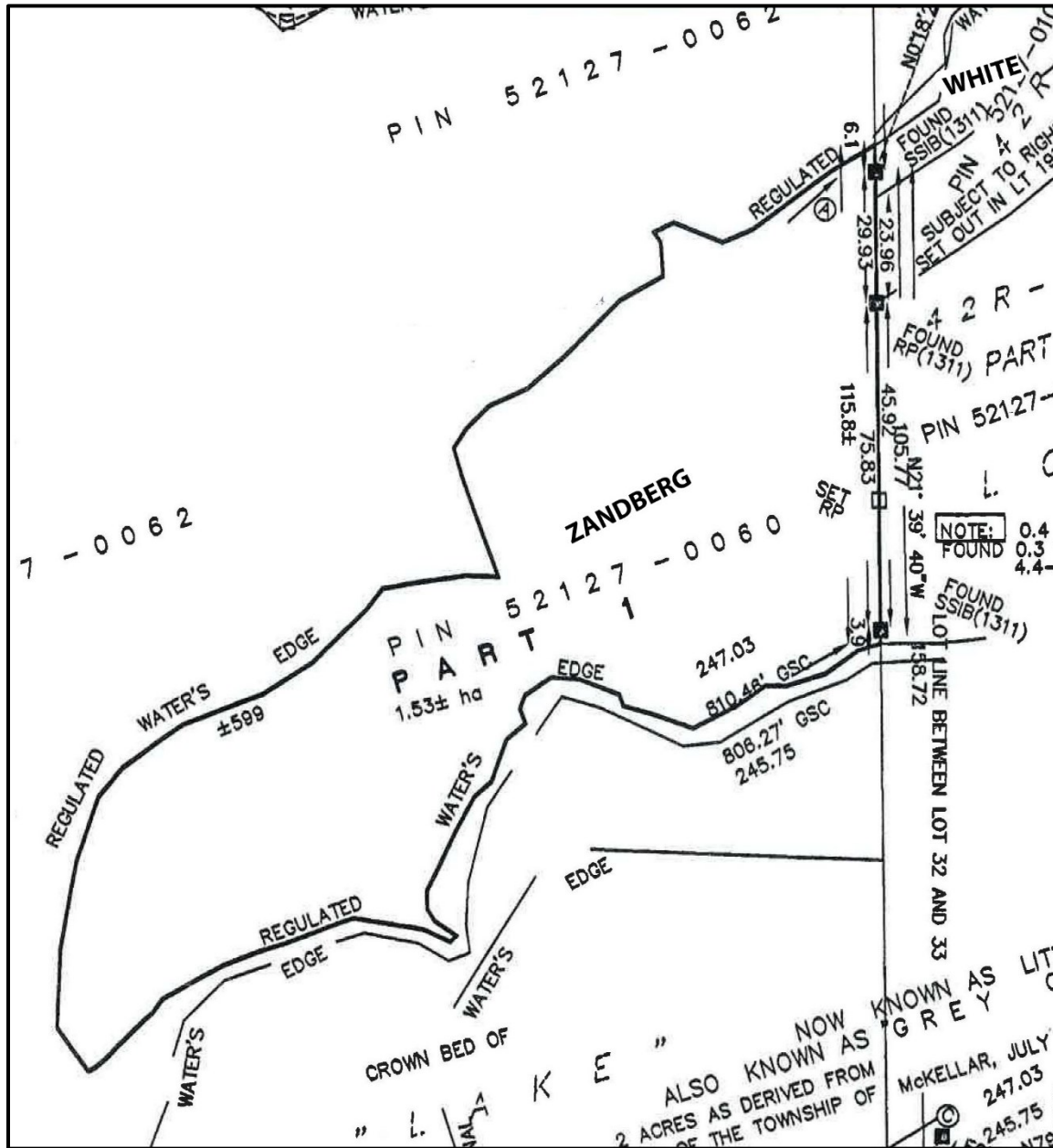
BACKGROUND / PURPOSE

Adam and Laura Zandberg own a point of land on Grey Owl Lake that is accessed by Fire Route 103, known as Maki Road, off of Grey Owl Road.



PROPERTY DESCRIPTION

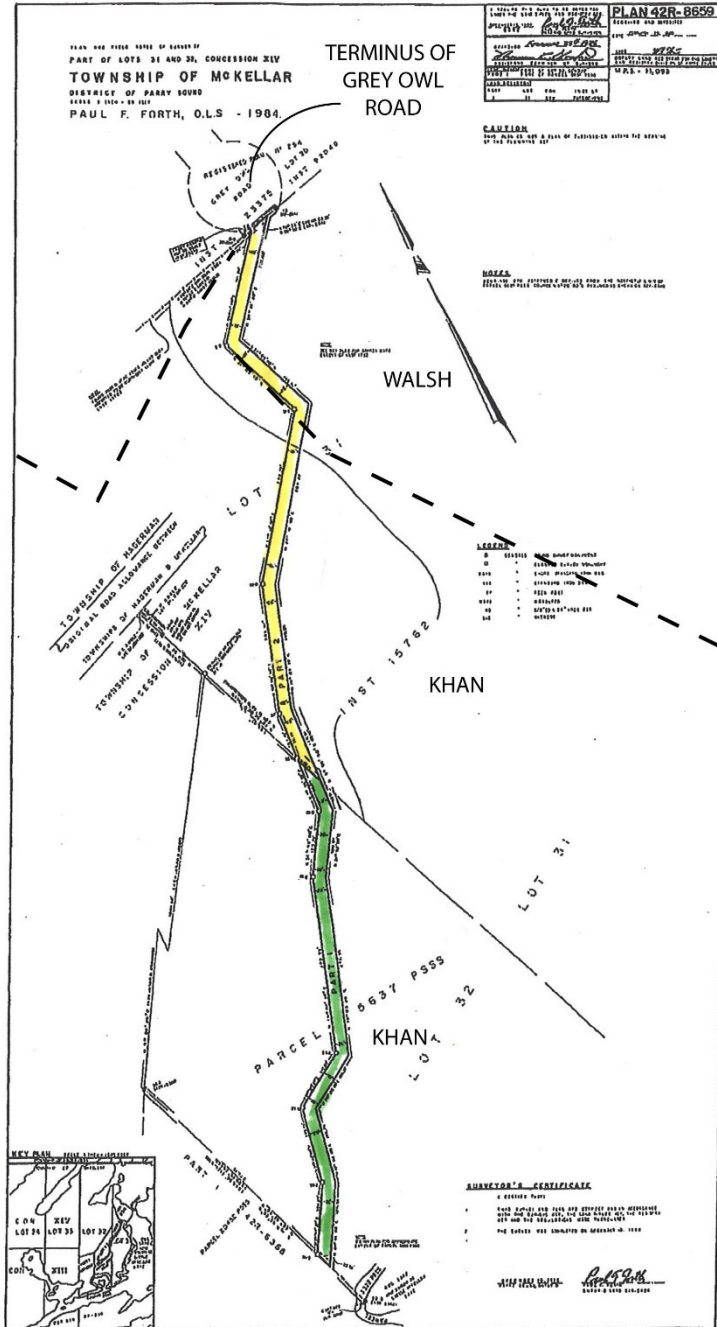
The applicant's lands are described as Part 1, plan 42R-21223 (PIN 521270746). The lot is approximately 1.53 hectares (3.8 acres) in size with more than 400 metres of frontage on Grey Owl Lake.



When the owner purchased the property in 2021, it was discovered that the lands did not have registered right-of-way over Fire Route 103, known as Maki Road. Since that time, the applicants have been speaking with the owners of the lots (Walsh, Khan, Maki, White) over which the road travels and have collected their signatures in order to gain legal road access.

PROPOSED CONSENT

The proposed consent will grant right-of-way over the road leading from the cul-de-sac at the terminus of Grey Owl Road as shown on the following series of plans.



PLAN 42R-12942

IN WITNESS WHEREOF, THE SURVEYOR HAS HEREUNTO SET HIS HAND AND SEAL AT TORONTO, ON THE 11th DAY OF NOVEMBER, 1992.

D. E. Magee
D. E. MAGEE
ONTOARIO LAND SURVEYOR

RECEIVED AND DEPOSITED
DATE Jan 18, 1993
LAND REGISTRATION FOR THE DISTRICT OF PARRY SOUND

CAUTION
THIS PLAN IS NOT A PLAN OF SURVEY WITHIN THE MEANING OF THE
PLA 1940 ACT

TOWNSHIP OF HAGERMAN
ORIGINAL ROAD ALLOWANCE
OF MCKELLAR



PLAN OF SURVEY OF
PART OF LOT 32, CONCESSION XIV
TOWNSHIP OF MCKELLAR
DISTRICT OF PARRY SOUND
SCALE 1 INCH = 100 FEET
D.E. MAGEE O.L.S. 1992

NOTE
BEARINGS AND DISTANCES ARE REFERRED TO THE
MAGNETIC MERIDIAN AS SHOWN ON PLAN 42R-12942,
PROVIDE A DECLINATION OF 10° 00' 00\"

WATER BOUNDARY BY
RADIAL SURVEY

STATION	ADJUSTED	DIAGNOSIS
1	100° 00' 00\"	100'
2	100° 00' 00\"	100'
3	100° 00' 00\"	100'
4	100° 00' 00\"	100'
5	100° 00' 00\"	100'
6	100° 00' 00\"	100'
7	100° 00' 00\"	100'
8	100° 00' 00\"	100'
9	100° 00' 00\"	100'
10	100° 00' 00\"	100'
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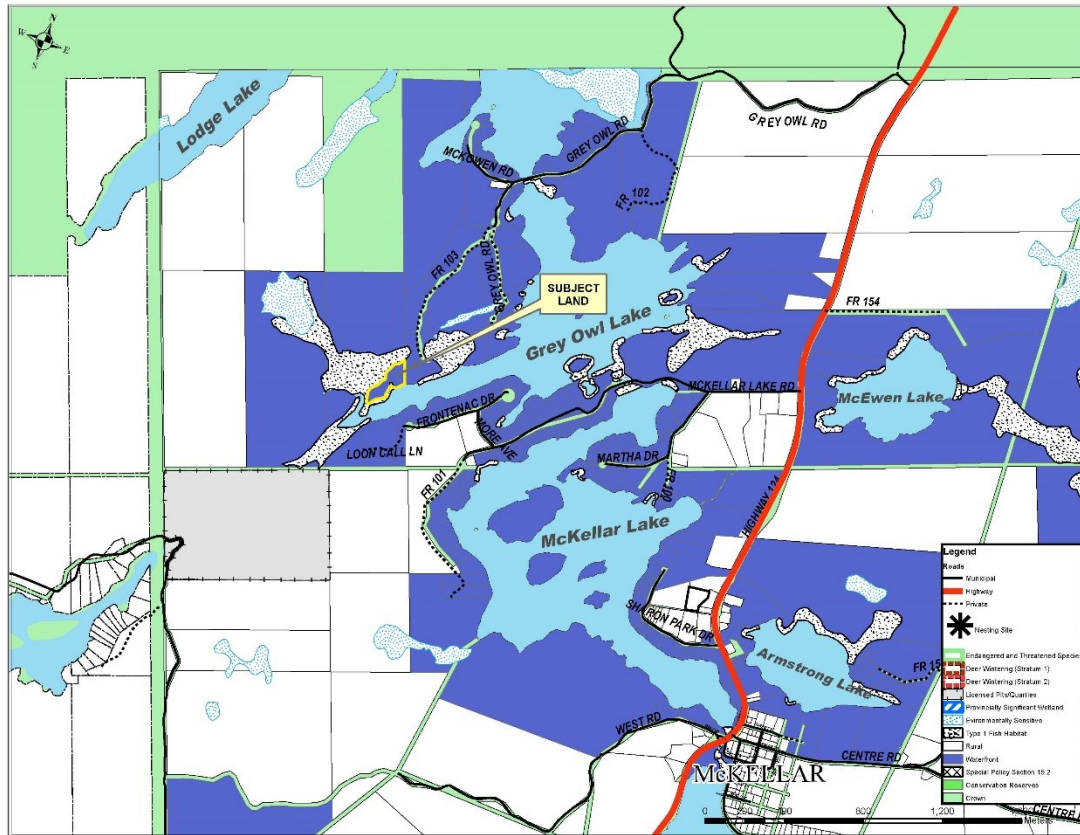
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT:
1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT,
THE SURVEY ACT AND THE REGULATIONS THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE 29th DAY OF NOVEMBER, 1992.

NOVEMBER 29 1992
PART SOUND, ONTARIO
D. E. Magee
D. E. MAGEE
ONTOARIO LAND SURVEYOR

DOUGLAS E. MAGEE
ONTOARIO LAND SURVEYOR
9 MILLER STREET
PARTY SOUND, ONTARIO
P8C0P7
(416) 244-2111
PLAN 42R-12942

OFFICIAL PLAN

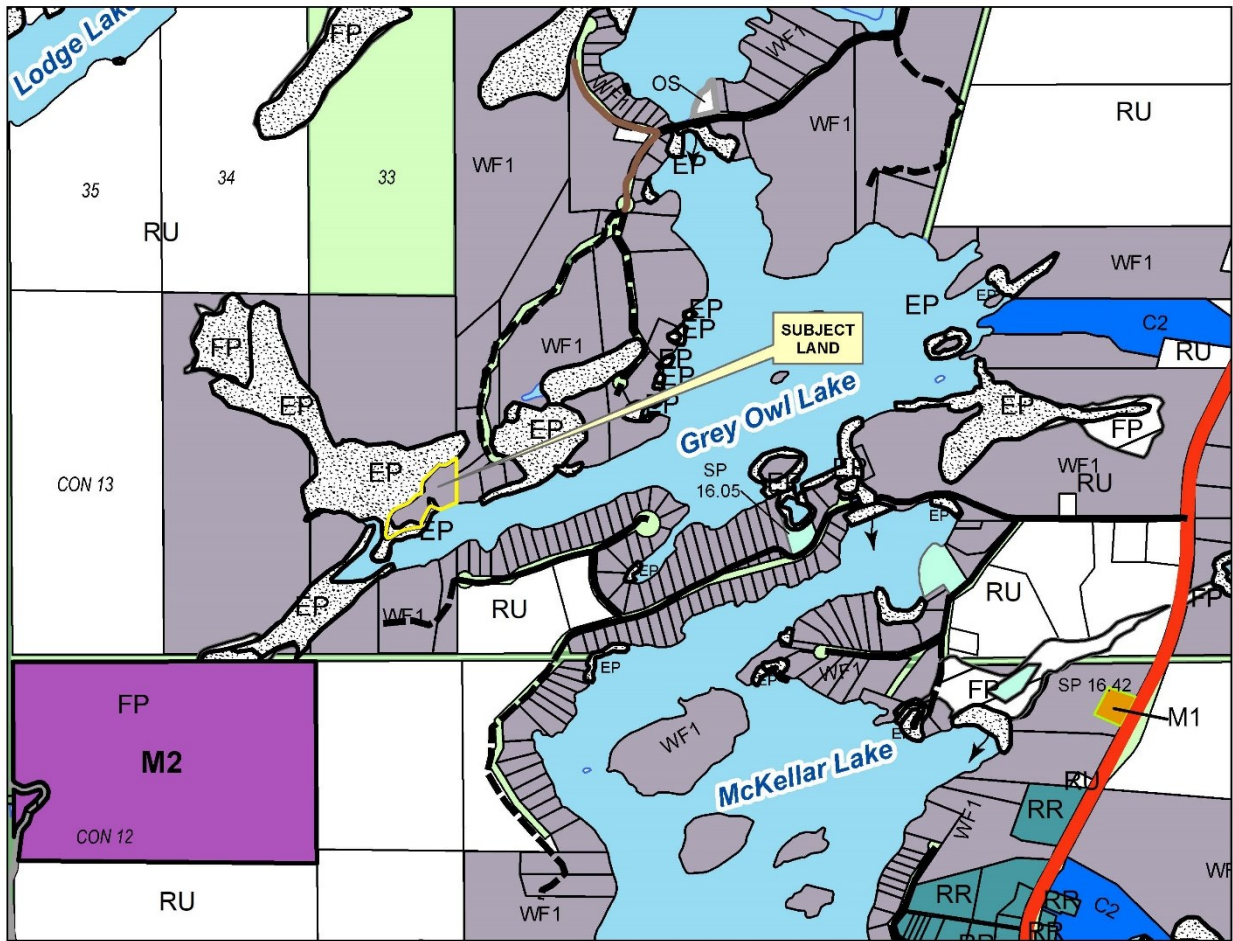
The subject lands are designated Waterfront in McKellar's Official Plan.



There are Environmentally Sensitive features shown on the shoreline of the Zandberg lot. However, this is an existing lot of record. No lot creation is proposed as part of this right-of-way application.

ZONING BY-LAW

The subject lands are zoned Waterfront Residential 1 WF1 in the Township's Zoning By-law. There are Environmentally Protected (EP) areas shown on the zoning map as well as an area approximately 50 metres in width where a dock could be located.



RECOMMENDATION

That the proposed consent for a right-of-way to the lands described as Part 1, plan 42R-21223 in part of lot 33, Concession 13 in the Township of McKellar as applied for by Adam and Laura Zandberg in Application No. B07 2024 (McK) be approved subject to the following conditions:

1. That any necessary 911 addressing be assigned by the Township; and
2. Payment of any applicable planning fees.

Respectfully,

Patrick Christie, C.P.T.

PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
1 Mall Drive, Unit #2, Parry Sound, Ontario P2A 3A9 (Phone 705-746-5216)

No. B 07/2024(McK)

1. Applicant Information

Name of Applicant Adam and Laura Zandberg
Address 25 FRONT ST N
YORK, ON
Postal Code N0A 1R0

E-mail Address adamzandberg@gmail.com

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

Name of Owner Various (See signatures attached)
Address _____
Postal Code _____

E-mail Address _____

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact _____
Address _____
Postal Code _____

E-mail Address _____

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

- creation of a new lot lot additions easement right-of-way lease
 correction of title charge other (specify, e.g., partial discharge of mortgage)

Explain: _____

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 _____ Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 492800000273422 PIN 521270103

4.1 Municipality McKellar Lot(s) No.(s) 31 & 32 Concession No. 14
Street Name and No. FIRE ROUTE 103 (Maki Road) M-Plan No. _____ Lot(s) _____
Registered Plan No. Part(s) Various See attached. Parcel No. _____

5. Easements or restrictive covenants

5.1 Are there any easements or restrictive covenants affecting the subject land? NO YES

If YES, describe the easement or covenant and its effect:

Access over FR 103 Maki Road

6. Description of Lands to be Divided and Servicing Information (Complete each subsection)

6.1

	Frontage (m)	Depth (m)	Area (ha)	Existing Uses	Proposed Uses	Existing Structures	Proposed Structures
Retained Lot							
Lot Addition							
Right-of-way							
Benefiting Lot	400+	250	1.53	Vacant	Seasonal Res	None	Unknown
Severed Lot 1							
Severed Lot 2							
Severed Lot 3							

6.2 Access (check appropriate space)

	Name	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Provincial Highway						
Municipal (maintained all year)						
Municipal (Seasonal)						
Other public road						
Right of way	Maki Road		X			
Water Access						

If Water Access Only

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Parking and docking facilities to be used					
Approximate distance of these facilities from the subject land					
The nearest public road					

6.4 Water Supply (enter in appropriate space - **E for Existing or P for Proposed**)

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Publicly owned and operated piped water system					
Privately owned and operated individual well					
Privately owned and operated communal well					
Other public road					
Lake or other waterbody		Grey Owl Lake			
Other means					

6.5 Sewage Disposal - enter in appropriate space - **E for Existing or P for Proposed**

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Publicly owned and operated sanitary sewage system					
Privately owned and operated individual septic tank		P			
Privately owned and operated communal well					
Privately owned and operated communal septic system					
Privately owned and operated communal septic system					
Privy					
Other means					

7. Official Plan

7.1 What is the current designation of the subject land in the Official Plan: Waterfront

8. Current Application

8.1 Has the land ever been the subject of an application for approval of a plan of subdivision under section 51 of the Planning Act.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application and/or Plan No.

8.2 Has the land ever been the subject of a consent under section 53 of the Planning Act.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application.

8.3 Is the subject land currently the subject of an official plan amendment, zoning by-law, a Minister's zoning order, a minor variance, an approval of a plan of subdivision or a consent.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application.

8.4 Are there additional consents being applied for on these holdings simultaneously with this application, or being considered for the future?

- YES NO UNKNOWN

9. Original Parcel

9.1 Has any land been severed from the parcel originally acquired by the owner of the subject land.

- YES NO UNKNOWN

If **YES**, and if known, specify the date of the transfer, the name of the transferee and the land use on the severed land. _____

10. Affidavit / Sworn Declaration

The contents of the application and appendices shall be validated by the Applicant (or authorized agent) in the form of the following Affidavit / Sworn Declaration before a Commissioner or other person empowered to take Affidavits.

Dated at the Town of Perry Sound this 31st day of January 20 24

I, Adrian Laura Zandberg of the Township of Minto in the County/District/Regional Municipality of Perry Sound solemnly declare that all the statements contained in this application are true, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the **CANADA EVIDENCE ACT.**

Adrian Laura Zandberg
Signature of Applicant or Agent

DECLARED BEFORE ME at the Town of Perry Sound in the District of Perry Sound this 31 day of January 20 24.

Patrick James Christie
A Commissioner of Oaths

Patrick James Christie, a Commissioner, etc.,
Province of Ontario, for John Jackson Planner Inc.,
Expires October 12, 2024



11. Authorizations

11.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorizations set out below must be completed.

Authorization of Owner for Agent to Make the Application

I, _____, am the owner of the land that is the subject of this application for Consent and/or Zoning By-law Amendment and I authorize _____ to make this application on my behalf.

Date _____ Signature of Owner _____

11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

Authorization of Owner for Agent to Provide Personal Information

I, _____, am the owner of the land that is the subject of this application for Consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize _____, as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date _____ Signature of Owner _____

Plans / Sketches	
SKETCHES TO BE SUBMITTED MUST BE BLACK AND WHITE ON PAPER 8 1/2" x 11"	
ONE COPY OF SKETCH, IF REPRODUCABLE	
ALL LETTERING MUST BE LEGIBLE. USE MULTIPLE SKETCHES AT DIFFERENT SCALES IF NECESSARY	
<input type="checkbox"/>	Key Map – Available on the Planning Board Website (www.psapb.ca) http://psapb.ca/index.php/planning-board/forms/application-forms
<input type="checkbox"/>	North Arrow
<input type="checkbox"/>	clearly defined boundaries of severed and retained lots
<input type="checkbox"/>	if more than one severed lot, label the severed lots according to the application (Section 6)
<input type="checkbox"/>	the boundaries & dimensions of any land abutting the subject land that is owned by the owner of the subject land
<input type="checkbox"/>	the distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing
<input type="checkbox"/>	the dimensions of the subject land, the part that is to be severed and the part that is to be retained
<input type="checkbox"/>	the location of all land previously severed from the parcel originally acquired by the current owner of the subject land
<input type="checkbox"/>	the approximate location of all natural and artificial features on the subject land and on the land that is adjacent to the subject land that, in the opinion of the applicant may affect the application. Examples include buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks
<input type="checkbox"/>	the existing uses on adjacent land, such as residential, agricultural and commercial uses
<input type="checkbox"/>	the location, width and name of any roads within or abutting the subject land indicating whether it is an unopened road allowance, a public travelled road, a private road or a right-of-way
<input type="checkbox"/>	the location and nature of any easement affecting the subject land

PLANNING BOARD

2023 Fees **Base Fee \$1500 + \$750 per lot/lot addition, \$250 for each additional lot addition, \$250 per right-of-way + \$500 deposit for Professional Planning Services**

Change of Condition / Re-approval Fee (before lapsing) \$750 Stamping Fee for Retained Lot (Optional): \$750

A fee of \$325 payable to the Township of Carling is required for any application within the Township of Carling (The Township deposit will be reconciled in accordance with the Townships standard rate for their planner for actual time taken).

NOTE: Additional expenses may be incurred (ie. Legal, Planning, Survey, Rezoning, Minor Variance, Parkland Fee) and are the responsibility of the applicant.

Khan

PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
70 Isabella Street, Unit #110, Parry Sound, Ontario P2A 1M6 (Phone 705-746-5216 Fax 705-746-1439)

No. B

1. Applicant Information

Name of Applicant Adam & Laura Zandberg
Address 25 Front St. N
Yorkton
Postal Code N0A 1R0
E-mail Address adamzandberg@gmail.com

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

Name of Owner Aminullah Khan
Address 15 Viking Lane Suite 1107
Etobicoke ON
Postal Code M9B 0A4
E-mail Address _____

Home Tel No. (416)458-9441
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact _____
Address _____
Postal Code _____
E-mail Address _____

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

creation of a new lot | lot additions | easement | right-of-way | lease
 correction of title | charge | other (specify, e.g., partial discharge of mortgage)

Explain: _____

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 _____ Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 4928 00000273400

4.1 Municipality Mckellar Lot(s) No.(s) 31 & 32 Concession No. 14

Street Name and No. 26 Fire St 103 M-Plan No. _____ Lot(s) _____

Registered Plan No. Part(s) 42R10403 Parcel No. _____

1-4 & 6

12. Consent of the Owner (this section must be completed for the application to be processed)

12.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, JIMMIE ANN KSHAN, am the owner of the land that is the subject of this application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Date 27th Jan 2024

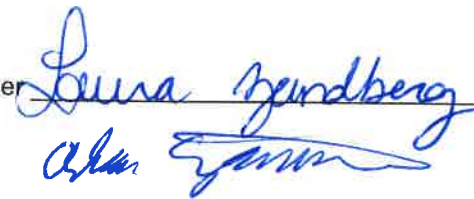
Signature of Owner 

13. Additional Fees

The applicant hereby agrees:

- (a) to reimburse the Parry Sound Area Planning Board for any costs incurred in processing this application which are above and beyond the amount of the application fee; and
- (b) to pay all costs legal and otherwise, that may be incurred by the Parry Sound Area Planning Board with respect to an LPAT Hearing, that may be held as a result of this application for a consent and to provide a deposit for such costs at least 45 days prior to any scheduled hearing.

Date Jan. 22, 2024

Signature of Owner 

Leo & Aila Maki

PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
70 Isabella Street, Unit #110, Parry Sound, Ontario P2A 1M6 (Phone 705-746-5216 Fax 705-746-1439)

No. B

1. Applicant Information

Name of Applicant Adam and Laura Zandberg
Address 25 Front St. N
Yorkton
Postal Code N0A 1R0
E-mail Address adamzandberg@gmail.com

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

★

Name of Owner Leo & Aila Maki
Address 2327 Mallard's Landing Dr.
Sudbury On.
Postal Code P3E 6L7
E-mail Address ailaleomaki@hotmail.com

Home Tel No. (705) 585-8506
Business Tel No. (416) 419-6940
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact _____
Address _____
Postal Code _____
E-mail Address _____

Home Tel No. ()
Business Tel No. ()
Home Fax Tel No. ()
Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

- creation of a new lot | lot additions | easement | right-of-way lease
 correction of title - charge - other (specify, e.g., partial discharge of mortgage)

Explain: _____

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 _____ Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 4928 00000 273420

4.1 Municipality Mckellar Lot(s) No.(s) 32 Concession No. 14

Street Name and No. 46 Pine St 103 M-Plan No. _____ Lot(s) _____

Registered Plan No. Part(s) 42r 6368 Parcel No. _____

Part 1



12. Consent of the Owner (this section must be completed for the application to be processed)

12.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, Leo + Aila Maki, am the owner of the land that is the subject of this application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Date June 17, 2021

Signature of Owner Aila Maki
for costs

me

13. Additional Fees

The applicant hereby agrees:

- (a) to reimburse the Parry Sound Area Planning Board for any costs incurred in processing this application which are above and beyond the amount of the application fee; and
- (b) to pay all costs legal and otherwise, that may be incurred by the Parry Sound Area Planning Board with respect to an LPAT Hearing, that may be held as a result of this application for a consent and to provide a deposit for such costs at least 45 days prior to any scheduled hearing.

Date June 17, 2021

Signature of Owner Laura Zandberg
Adam Zandberg

PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
 70 Isabella Street, Unit #110, Parry Sound, Ontario P2A 1M6 (Phone 705-746-5216 Fax 705-746-1439)

No. B

1. Applicant Information

Name of Applicant Adam & Laura Zandberg
 Address 25 Front St. N.
Yorkton
 Postal Code N0A 1R0
 E-mail Address adamzandberg@gmail.com

Home Tel No. ()
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receive correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

Name of Owner Aidan Walsh/Natasha Sarracini
 Address 214 Mohawk Rd
Oakville, Ontario
 Postal Code L6L2Z2
 E-mail Address awalsh82@hotmail.com

Home Tel No. (289) 772 9407
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receive correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact _____
 Address _____
 Postal Code _____
 E-mail Address _____

Home Tel No. ()
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receive correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

creation of a new lot lot additions easement right-of-way lease
 correction of title charge other (specify, e.g., partial discharge of mortgage)

Explain: _____

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 _____ Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 492800000270930

4.1 Municipality McKellar Lot(s) No.(s) 31 Concession No. 14

Street Name and No. 160 Grey Owl Rd M-Plan No. _____ Lot(s) _____

Registered Plan No. Part(s) 42R13433 Parcel No. _____

12. Consent of the Owner (this section must be completed for the application to be processed)

12.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, Aidan Walsh / Natasha Sarracini, am the owner of the land that is the subject of this application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Date January 29th, 2024

Signature of Owner

Aidan Walsh
Natasha Sarracini

13. Additional Fees

The applicant hereby agrees:

- (a) to reimburse the Parry Sound Area Planning Board for any costs incurred in processing this application which are above and beyond the amount of the application fee; and
- (b) to pay all costs legal and otherwise, that may be incurred by the Parry Sound Area Planning Board with respect to an LPAT Hearing, that may be held as a result of this application for a consent and to provide a deposit for such costs at least 45 days prior to any scheduled hearing.

Date _____

Signature of Owner _____

PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
1 Mall Drive, Unit #2, Parry Sound, Ontario P2A 3A9 (Phone 705-746-5216)

No. B 07/2024(McK)

1. Applicant Information

Name of Applicant Adam and Laura Zandberg
 Address 25 FRONT ST N
YORK, ON
 Postal Code N0A 1R0
 E-mail Address adamzandberg@gmail.com

Home Tel No. ()
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

Name of Owner CAYLE ANDREW & HELEN WHITE
 Address 152 SALISBURY DR
RR 4 DENFIELD ON
 Postal Code N0M 1P0
 E-mail Address ANDYWHITE7744@GMAIL.COM

Home Tel No. (519) 666-1918
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact _____
 Address _____
 Postal Code _____
 E-mail Address _____

Home Tel No. ()
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

- creation of a new lot lot additions easement right-of-way lease
 correction of title charge other (specify, e.g., partial discharge of mortgage)

Explain: _____

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 _____ Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 492800000273422 PIN 521270103

4.1 Municipality McKellar Lot(s) No.(s) 32 Concession No. 14
 Street Name and No. 47 FIRE ROUTE 103 M-Plan No. _____ Lot(s) _____
 Registered Plan No. Part(s) 42R-18357 PARTS 1 AND 2 Parcel No. _____


12. Consent of the Owner (this section must be completed for the application to be processed)

12.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, ^{GAYLE} Andrew and Helen White _____, am the owner of the land that is the subject of this application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Date February 28, 2024

Signature of Owner 
Gayle White

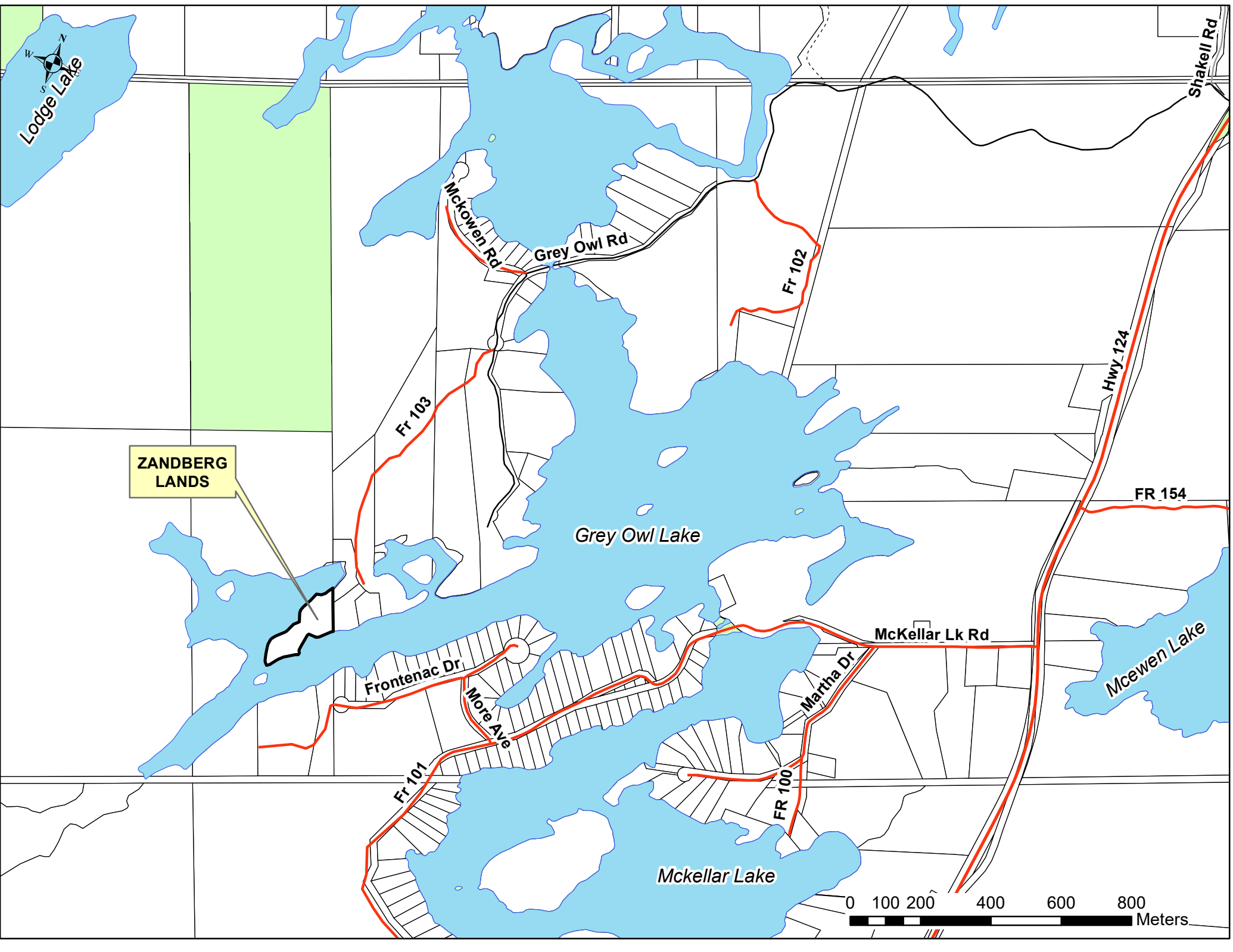
13. Additional Fees

The applicant hereby agrees:

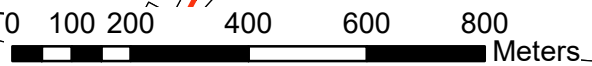
- (a) to reimburse the Parry Sound Area Planning Board for any costs incurred in processing this application which are above and beyond the amount of the application fee; and
- (b) to pay all costs legal and otherwise, that may be incurred by the Parry Sound Area Planning Board with respect to an OLT Hearing, that may be held as a result of this application for a consent and to provide a deposit for such costs at least 45 days prior to any scheduled hearing.

Date February 28, 2024

Signature of Owner _____



**ZANDBERG
LANDS**



PARRY SOUND AREA PLANNING BOARD - APPLICATION FOR CONSENT
1 Mall Drive, Unit #2, Parry Sound, Ontario P2A 3A9 (Phone 705-746-5216)

No. B 47/2021 Mck

1. Applicant Information

Name of Applicant Edward Muirhead
 Address 195 Manitou Drive
McKellar, Ontario
 Postal Code P2A0B4
 E-mail Address crystal@edccustomcontracting.ca

Home Tel No. (905)717-2931
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.2 Name of Owner(s) (if different from the applicant). An owner's authorization is required in Section 12, if the applicant is not the owner.

Name of Owner EDC Custom Contracting Inc.
 Address c/o 195 Manitou Drive
McKellar, Ontario
 Postal Code P2A0B4
 E-mail Address crystal@edccustomcontracting.ca

Home Tel No. ()
 Business Tel No. (705)2296388
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

1.3 Name of the person who is to be contacted about the application, if different than the applicant. (This may be a person or firm acting on behalf of the applicant.)

Name of Contact Applicant
 Address _____
 Postal Code _____
 E-mail Address _____

Home Tel No. ()
 Business Tel No. ()
 Home Fax Tel No. ()
 Business Fax Tel No. ()

Note: By providing your E-mail address you consent to receiving correspondence regarding this file by E-mail.

2. Purpose of this Application (check appropriate box)

2.1 Type and purpose of transaction for which application is being made

- creation of a new lot lot additions easement right-of-way lease
 correction of title charge other (specify, e.g., partial discharge of mortgage)

Explain: To allow clearances for new garage

3. Name of person(s) (purchaser, lessee, mortgage, etc.) to whom land or interest is intended to be transferred, charged or leased, if known and specify relationship to present owner, if any.

3.1 Lot 1 Muirhead/Toporek Lot 2 _____ Lot 3 _____

4. Location of the Subject Land Roll / PIN No.(s) 492800000206300

4.1 Municipality McKellar Lot(s) No.(s) A Concession No. 8
 Street Name and No. 193 Manitou Drive M-Plan No. _____ Lot(s) _____
 Registered Plan No. Part(s) PT. 10, PSR-1475 Parcel No. PIN 52128-0232

5. Easements or restrictive covenants

5.1 Are there any easements or restrictive covenants affecting the subject land? NO YES
 If YES, describe the easement or covenant and its effect:

6. Description of Lands to be Divided and Servicing Information (Complete each subsection)

6.1

	Frontage (m)	Depth (m)	Area (ha)	Existing Uses	Proposed Uses	Existing Structures	Proposed Structures
Retained Lot	31 Lake/16 Road	90	0.21	Residential	Residential	House/Garage	NIL
Lot Addition	14 Road	75	0.05	Vacant	New Garage	NIL GARAGE	New Garage
Right-of-way				GARAGE			
Benefiting Lot	32 Lake/ 27 Road	82	0.22	Residential	Residential	House/Bunkie/Garage	New Garage
Severed Lot 1							
Severed Lot 2							
Severed Lot 3							

6.2 Access (check appropriate space)

	Name	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Provincial Highway						
Municipal (maintained all year)	Manitou Drive	X	X			
Municipal (Seasonal)						
Other public road						
Right of way						
Water Access						

If Water Access Only

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Parking and docking facilities to be used	N/A				
Approximate distance of these facilities from the subject land					
The nearest public road					

6.4 Water Supply (enter in appropriate space - E for Existing or P for Proposed)

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Publicly owned and operated piped water system					
Privately owned and operated individual well					
Privately owned and operated communal well					
Other public road					
Lake or other waterbody	E	E			
Other means					

6.5 Sewage Disposal - enter in appropriate space - **E for Existing or P for Proposed**

	Retained	Benefiting Lot	Sever (Lot 1)	Sever (Lot 2)	Sever (Lot 3)
Publicly owned and operated sanitary sewage system					
Privately owned and operated individual septic tank	E	E			
Privately owned and operated communal well					
Privately owned and operated communal septic system					
Privately owned and operated communal septic system					
Privy					
Other means					

7. Official Plan

7.1 What is the current designation of the subject land in the Official Plan: Waterfront

8. Current Application

8.1 Has the land ever been the subject of an application for approval of a plan of subdivision under section 51 of the Planning Act.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application and/or Plan No.

8.2 Has the land ever been the subject of a consent under section 53 of the Planning Act.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application.

8.3 Is the subject land currently the subject of an official plan amendment, zoning by-law, a Minister's zoning order, a minor variance, an approval of a plan of subdivision or a consent.

- YES NO UNKNOWN

If **YES**, and if known, specify the appropriate file number and status of application.

8.4 Are there additional consents being applied for on these holdings simultaneously with this application, or being considered for the future?

- YES NO UNKNOWN

9. Original Parcel

9.1 Has any land been severed from the parcel originally acquired by the owner of the subject land.

- YES NO UNKNOWN

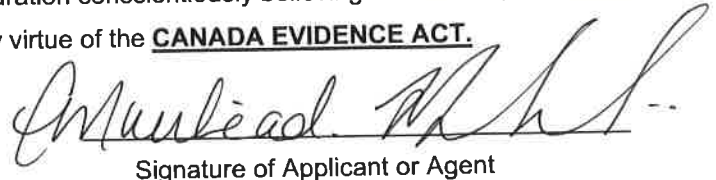
If **YES**, and if known, specify the date of the transfer, the name of the transferee and the land use on the severed land.

10. Affidavit / Sworn Declaration

The contents of the application and appendices shall be validated by the Applicant (or authorized agent) in the form of the following Affidavit / Sworn Declaration before a Commissioner or other person empowered to take Affidavits.

Dated at the Town of Parry Sound this 22nd day of February 20 24

I, EDC CUSTOM CONTRACTING INC. of the TOWNSHIP OF MCKELLAR in the County/District/Regional Municipality of Parry Sound solemnly declare that all the statements contained in this application are true, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the **CANADA EVIDENCE ACT.**


Signature of Applicant or Agent

DECLARED BEFORE ME at the Town of Parry Sound in the District of Parry Sound this 22nd day of February 20 24.


A Commissioner of Oaths

Patrick James Christie, a Commissioner, etc.,
Province of Ontario, for John Jackson Planner Inc.,
Expires October 12, 2024

11. Authorizations

11.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorizations set out below must be completed.

Authorization of Owner for Agent to Make the Application

I, _____, am the owner of the land that is the subject of this application for Consent and/or Zoning By-law Amendment and I authorize _____ to make this application on my behalf.

Date _____ Signature of Owner _____

11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

Authorization of Owner for Agent to Provide Personal Information

I, _____, am the owner of the land that is the subject of this application for Consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize _____, as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date _____ Signature of Owner _____

12. Consent of the Owner (this section must be completed for the application to be processed)

12.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, EDC CUSTOM CONTRACTING INC., am the owner of the land that is the subject of this application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

Date 22 Feb 2024

Signature of Owner Munlead M.H.

13. Additional Fees

The applicant hereby agrees:

- (a) to reimburse the Parry Sound Area Planning Board for any costs incurred in processing this application which are above and beyond the amount of the application fee; and
- (b) to pay all costs legal and otherwise, that may be incurred by the Parry Sound Area Planning Board with respect to an OLT Hearing, that may be held as a result of this application for a consent and to provide a deposit for such costs at least 45 days prior to any scheduled hearing.

Date 22 Feb 2024

Signature of Owner Munlead M.H.

Plans / Sketches

SKETCHES TO BE SUBMITTED MUST BE **BLACK AND WHITE ON PAPER 8 1/2" x 11"**

ONE COPY OF SKETCH, IF REPRODUCABLE

ALL LETTERING MUST BE LEGIBLE. USE MULTIPLE SKETCHES AT DIFFERENT SCALES IF NECESSARY

<input type="checkbox"/>	Key Map – Available on the Planning Board Website (www.psapb.ca) http://psapb.ca/index.php/planning-board/forms/application-forms
<input type="checkbox"/>	North Arrow
<input type="checkbox"/>	clearly defined boundaries of severed and retained lots
<input type="checkbox"/>	if more than one severed lot, label the severed lots according to the application (Section 6)
<input type="checkbox"/>	the boundaries & dimensions of any land abutting the subject land that is owned by the owner of the subject land
<input type="checkbox"/>	the distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing
<input type="checkbox"/>	the dimensions of the subject land, the part that is to be severed and the part that is to be retained
<input type="checkbox"/>	the location of all land previously severed from the parcel originally acquired by the current owner of the subject land
<input type="checkbox"/>	the approximate location of all natural and artificial features on the subject land and on the land that is adjacent to the subject land that, in the opinion of the applicant may affect the application. Examples include buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks
<input type="checkbox"/>	the existing uses on adjacent land, such as residential, agricultural and commercial uses
<input type="checkbox"/>	the location, width and name of any roads within or abutting the subject land indicating whether it is an unopened road allowance, a public travelled road, a private road or a right-of-way
<input type="checkbox"/>	the location and nature of any easement affecting the subject land

PLANNING BOARD

2023 Fees **Base Fee \$1500 + \$750 per lot/lot addition, \$250 for each additional lot addition, \$250 per right-of-way + \$500 deposit for Professional Planning Services**

Change of Condition / Re-approval Fee (before lapsing) \$750 Stamping Fee for Retained Lot (Optional): \$750

A fee of \$325 payable to the Township of Carling is required for any application within the Township of Carling (The Township deposit will be reconciled in accordance with the Townships standard rate for their planner for actual time taken).

NOTE: Additional expenses may be incurred (ie. Legal, Planning, Survey, Rezoning, Minor Variance, Parkland Fee) and are the responsibility of the applicant.

PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

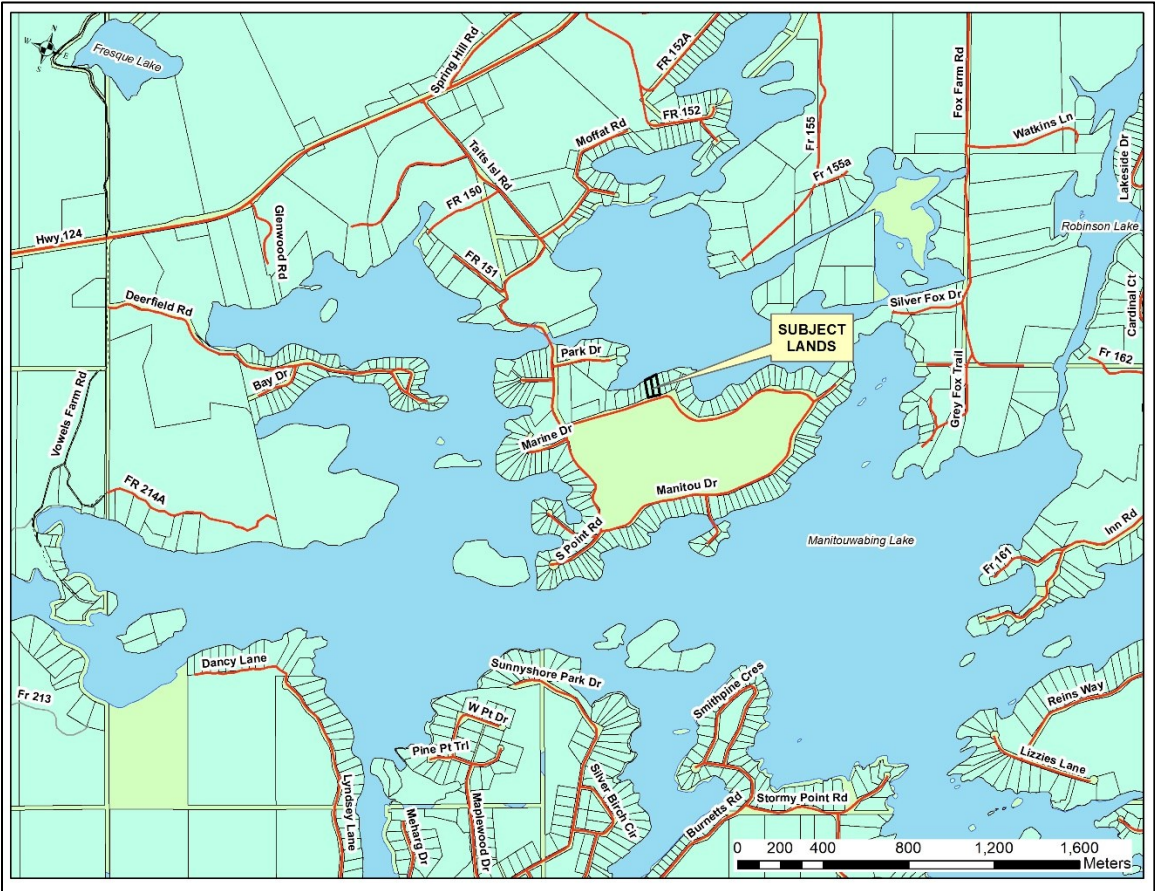
Memo to McKellar Council

Re: B10/2024 (McK) – EDC Custom Contracting

February 28, 2024

BACKGROUND

In 2021 EDC Custom Contracting engaged L.U. Maughan surveyors to act as their agent in applying for a lot addition from 193 to 195 Manitou Drive on Tait's Island.



The proposed lot addition would add sufficient area to construct a garage on the benefitting lot.

A report was prepared by John Jackson Planner Inc. for the Parry Sound Area Planning Board under consent application No. B47/2021 (McK). **This report is attached.**

McKELLAR COUNCIL MEETING

The consent application was supported by McKellar Council in a meeting held January 11, 2022.

At this meeting two conditions were added:

- “3. Retained lands comply with the requirements of the McKellar Zoning By-laws
4. The applicant provides a surveyors real property report for the severed and retained lands. “

Resolutions No. 22-03 is **Attached**

PARRY SOUND AREA PLANNING BOARD MEETING

The consent application went to the Parry Sound Area Planning Board meeting on January 24, 2022.

At the meeting, board member Reg Moore suggested that a condition be changed from ” Retained lands comply with the requirements of the McKellar Zoning By-laws” to “That the retained and severed lands be rezoned.”

A copy of the planning board decision is **attached**

CONDITIONS OF CONSENT

After the planning board approval, the lands were marked by the surveyors and the owners assumed that everything had been completed.

The garage was subsequently constructed.

It was not until the lawyer reached out to have the transfers stamped that it was discovered that the rezoning condition had not been fulfilled.

The consent was set to lapse on January 26, 2024. A fee was paid to the planning board to extend the consent approval.

The planning board meeting was not able to be held on this date and was re-scheduled to January 29, 2024. At this point, the consent had lapsed and a motion to extend the approval was defeated. A copy of this decision is **attached**

The applicants have filed a new consent application No. B10/2024 (McK) and are prepared to file an application to rezone the lots if the new consent is approved.

CONCLUSION

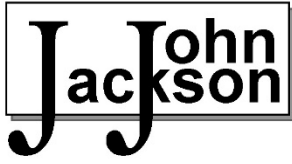
That the consent application for a lot addition as applied for in Application No. B10/2024(McK) by EDC Custom Contracting be recommended for approval subject to the following conditions:

1. That the solicitor preparing the transfer documents confirm that the lot addition merges with the benefitting lands.
2. That the retained and severed lands be rezoned.
3. The applicant provides a surveyors real property report for the severed and retained lands.
4. Payment of any applicable planning fees.

Respectfully,



Patrick Christie, C.P.T.



CONSENT APPLICATION No. B47/2021(McK)

Part of Lot A, Concession 8

Township of McKellar

193 Manitou Drive – Taits Island

Roll # 4928-0000-0206-300

Part 10, Plan PSR-1475

Applicant: Bob Hawkins on Behalf of EDC Custom Contracting

November 24, 2021

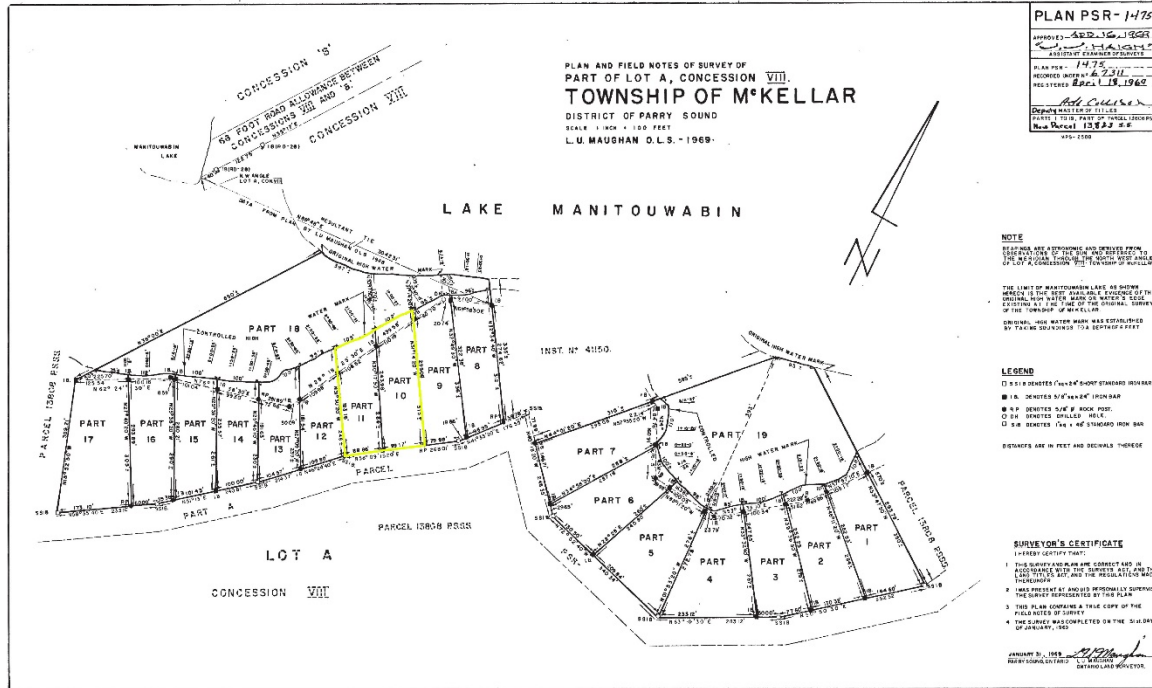
BACKGROUND/PURPOSE

The owner of a lot on Manitou Drive on Taits Island is proposing to add a small parcel of land to his neighbour to allow the neighbour to construct a detached garage on the lot.



PROPERTY DESCRIPTION

Most of the lots along Manitou Drive on this part of Tait's Island are similar in frontage and area. The lots have approximately 100 feet of frontage with a half acre of lot area.

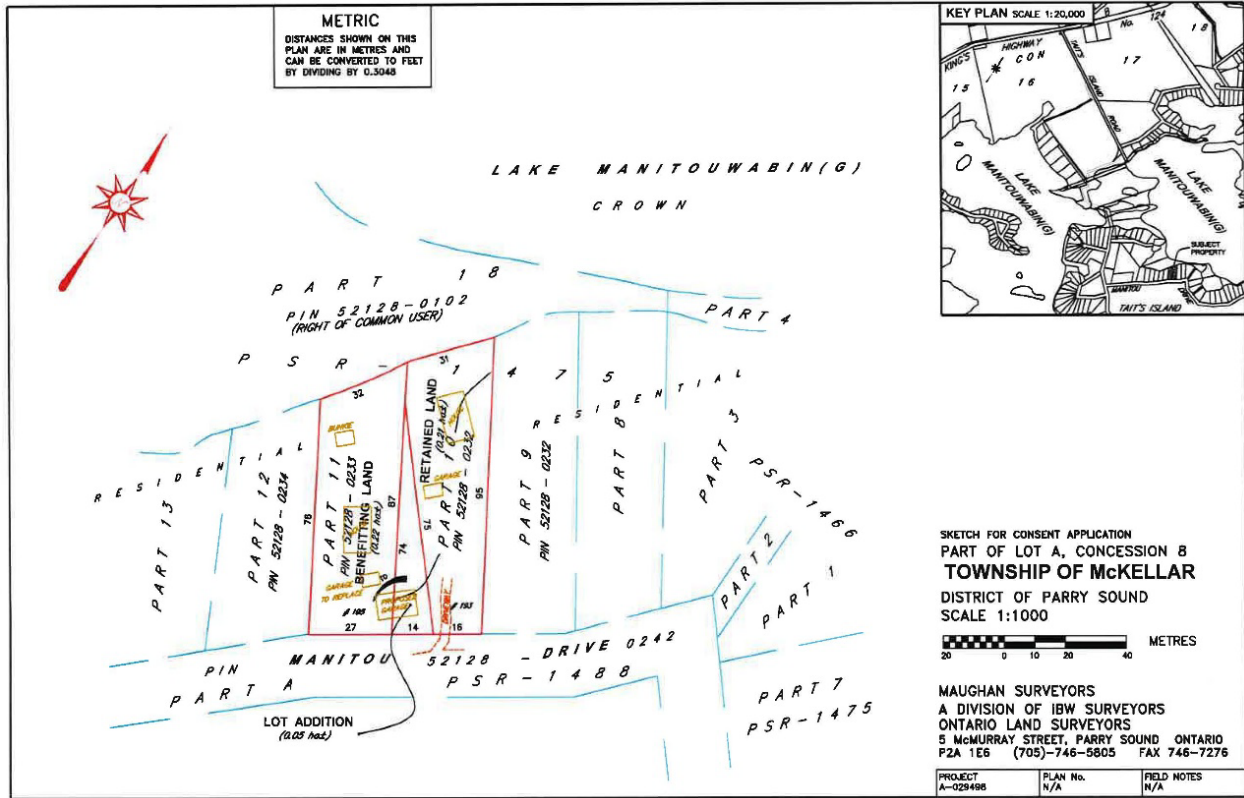


The lot is well elevated from the lake and most are developed with dwellings and out buildings where the lands are undisturbed, the balance of the lots are well forested.



PROPOSED CONSENT

The lot addition is illustrated in the consent sketch below.



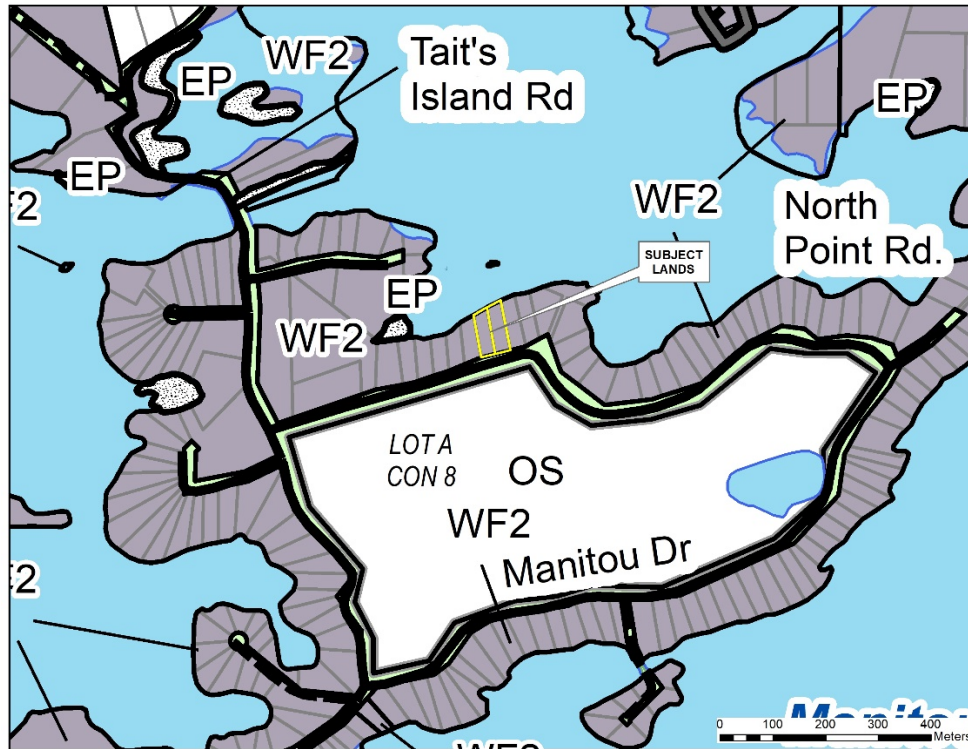
Address	Before Addition		After Addition	
	Frontages (m)	Area (ha)	Frontages (m)	Area (ha)
193	31	0.21	32	0.16
195	32	0.22	32	0.27

OFFICIAL PLAN

There are no official plan issues with the proposed lot addition.

ZONING BY-LAW

The subject lands are Waterfront Residential 2 (WF2)



The Township of McKellar has two zoning by-laws that are in place in the Municipality.

Zoning By-Law 95-12 has been repealed by Zoning By-Law No. 2019-23 that has been appealed to the Ontario Land Tribunal. During this period, the provisions of both by-laws apply.

Both by-laws recognize lots so long as the lots maintain a frontage of 30 metres and a depth of 60 metres. These lots maintain this standard both before and after the lot addition.

RECOMMENDATION

That the consent application for a lot addition as applied for in Application No. B47/2021(McK) by EDC Custom Contracting be recommended for approval subject to the following conditions:

1. Confirmation that the lot addition from Part 10 be merged in title with the benefitting lot;
and
2. Payment of any applicable planning fees.

Respectfully,

A handwritten signature in blue ink that reads "John Jackson". The signature is written in a cursive style with a large initial "J".

John Jackson M.C.I.P., R.P.P.

JJ : jc

TOWNSHIP OF MCKELLAR

DATE: January 11, 2022

RESOLUTION No. 22-03

Moved by:
 Morley Haskim
 Mike Kekkonen
 Reg Moore
 Nick Ryeland

Seconded by:
 Morley Haskim
 Mike Kekkonen
 Reg Moore
 Nick Ryeland

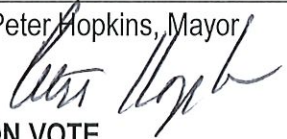
Be It Resolved That the Council of the Township of McKellar does hereby recommend that the consent application for a lot addition as applied for in Application No. B47/2021(McK) by EDC Custom Contracting Inc. be recommended for approval subject to the following conditions:

1. Confirmation that the lot addition from Part 10 be merged in title with the benefitting lot.
2. Payment of all applicable planning fees.

3. Retained lands comply with the requirements of the zoning McKellars Zoning Bylaws

Carried Defeated Deferred

4. The applicant provides a surveyors real property report for the severed & retained lands

Peter Hopkins, Mayor


DIVISION VOTE

	YEA	NAY	ABSTAIN
Councillor Morley Haskim	_____	_____	_____
Councillor Mike Kekkonen	_____	_____	_____
Councillor Reg Moore	_____	_____	_____
Councillor Nick Ryeland	_____	_____	_____
Mayor Peter Hopkins	_____	_____	_____

PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

January 26, 2022

Maughan Surveyors
R.C. Hawkins
5 McMurray St.
Parry Sound, On
P2A 1E6

Via Email

Re: **B47/2021(McK) – EDC Custom Contracting INC.**

A copy of the Planning Board's decision concerning the above application is attached. In accordance with Section 53(19) of the Planning Act, 1994 you or any public body may appeal the decision, or any condition imposed by the Planning Board or appeal both the decision and any condition to the Ontario Land Tribunal (OLT) by filing with the Planning Board a notice of appeal on an Appellant Form (A1) available at the Ontario Land Tribunals Ontario website www.olt.gov.on.ca, accompanied by the fee of \$400.00 by certified cheque or money order, payable to the "Minister of Finance".

In making this decision, the Planning Board considered all written and oral submissions regarding the application.

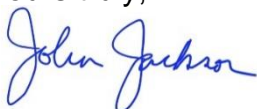
You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have made a written request to be notified of changes to the conditions of the provisional consent.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Ontario Land Tribunal (OLT). A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

The last day for filing an appeal is February 15, 2022, at 4:00 P.M. to the Parry Sound Planning Board Offices located 1 Mall Drive, Unit 2, Parry Sound, On P2A 3A9.

The applicant must fulfill the conditions of this consent within two years of this notice. The final date for stamping of the deeds will be January 26, 2024, at 4:00 P.M.

Yours truly,



John Jackson
Acting Secretary-Treasurer

Cc Ina Watkinson
Cc EDC Custom Contracting INC.

B47/2021(McK) – EDC Custom Contracting

PARRY SOUND AREA PLANNING BOARD

RESOLUTION No. *2022-08*

Date: January 24, 2022

Moved by: *Joe McEwen*

Seconded by: *Reg Moore*

Recorded Vote	YES	NO
Joe Ryman		
Lynne Gregory		
Steve Crookshank		
Terry Gilbert		
Joe McEwen		
Beth Gorham-Matthews		
Morley Haskim		
Reg Moore		
Total		

That application B47/2021(McK) be approved subject to the following conditions and shown on the attached sketch.

Having regard to the items set out in Section 51(24) of the Planning Act, Planning Board hereby authorize a lot addition from 193 Manitou Drive to 195 Manitou Drive of Tait's Island in the Township of McKellar. This lot addition will allow the construction of a garage on 195 Manitou Drive as applied for by EDC Custom Contracting in Application No. B47/2021(McK) be approved subject to the following conditions:

Planning Board Requirements

1) That the applicant provides the Secretary-Treasurer with:

From Lawyer

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

From Surveyor

- c) a copy of the survey plan deposited in the Land Registry office.

Municipal Requirements

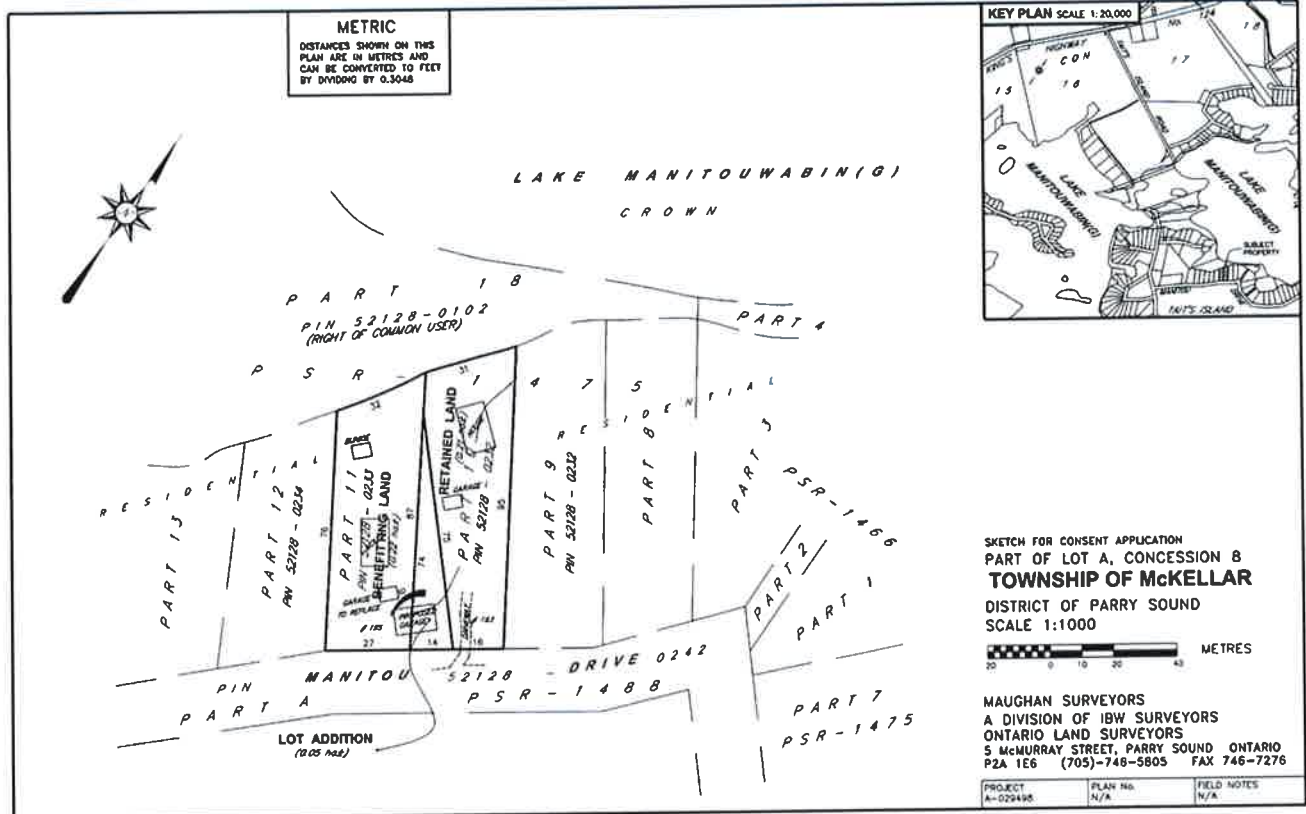
- 1) That the solicitor preparing the transfer documents confirm that the lot addition merges with the benefitting lands. *and severed lands rezoned.*
- 2) That the retained lands comply with the requirement of the zoning by-laws;
- 3) That a real property report be prepared for the severed and retained lands; and
- 4) Payment of all applicable planning fees.

Carried _____

Defeated _____

Joe Ryman

 Chairperson



PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

NOTICE OF DECISION

PARRY SOUND AREA PLANNING BOARD

TAKE NOTICE that the Parry Sound Area Planning Board has refused to extend provisional consent to:

Application No: 47/2021(McK) – EDC Custom Contracting Inc.
Applicant: EDC Custom Contracting Inc.
Property Description: 193 Manitou Drive – Tait's Island
Geographic Township of McKellar
Part 10, Plan PSR-1475
Date of decision: January 31, 2024

A copy of the decision is attached. All submissions were considered by the Parry Sound Area Planning Board prior to making the decision.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

The last day for filing a notice of appeal of the decision of the approval authority is **February 20, 2024**. A notice of appeal must be filed with the approval authority, must set out the reasons for the appeal and must be accompanied by the fee required by the Ontario Land Tribunal.

Dated at the Town of Parry Sound this 31th day of January, 2024.

Yours truly,



Patrick Christie
Secretary-Treasurer

Cc: *Ina Watkinson*
Karlee Britton
Gavin Tyler

B47/2021(McK) – EDC Custom Contracting

PARRY SOUND AREA PLANNING BOARD

RESOLUTION No. 2024 - 02

Date: January 29, 2024

Moved by: *Morley Haskim*

Seconded by: *Kathy Hamer*

Recorded Vote	YES	NO
JJ Blower		
Kathy Hamer		
Joe Lamb		
Scott Nash		
Morley Haskim		
David Moore		
Pam Wing		
Lisa Cook		
Total		

That application B47/2021(McK) be approved subject to the following conditions and shown on the attached sketch.

Having regard to the items set out in Section 51(24) of the Planning Act, Planning Board hereby authorize a lot addition from 193 Manitou Drive to 195 Manitou Drive of Tait's Island in the Township of McKellar. This lot addition will allow the construction of a garage on 195 Manitou Drive as applied for by EDC Custom Contracting in Application No. B47/2021(McK) be approved subject to the following conditions:

Planning Board Requirements

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From Lawyer

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

From Surveyor

- c) a copy of the survey plan deposited in the Land Registry office.

Municipal Requirements

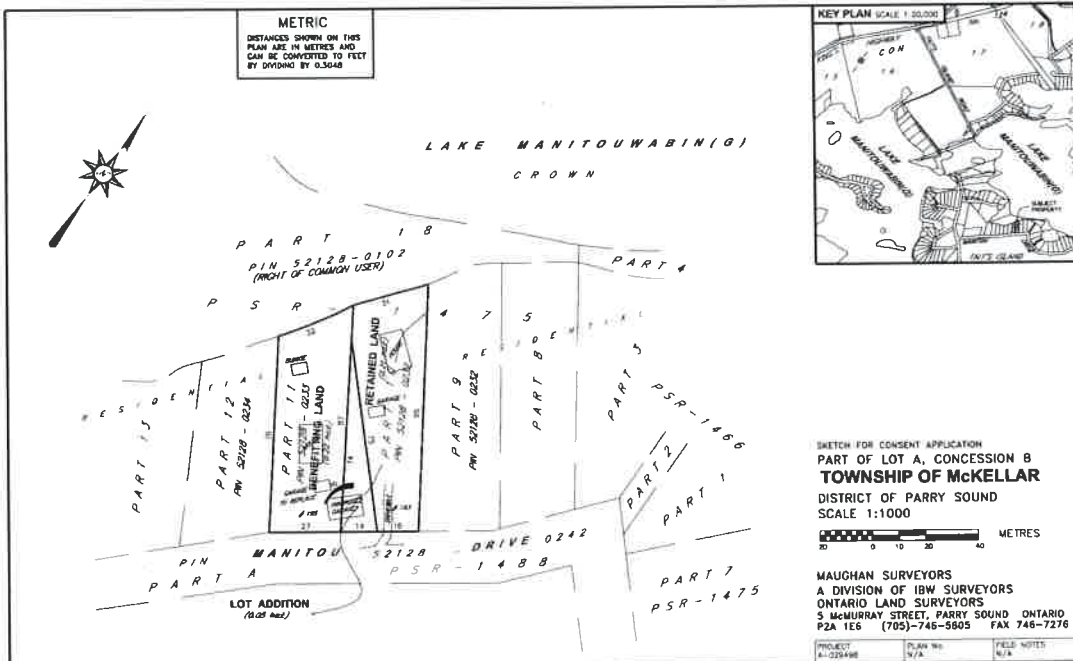
- 1) That the solicitor preparing the transfer documents confirm that the lot addition merges with the benefitting lands.
- 2) That the retained and severed lands be rezoned;
- 3) That a real property report be prepared for the severed and retained lands; and
- 4) Payment of all applicable planning fees.

Carried _____

Defeated _____



 Chairperson



Town of Parry Sound EMS Advisory Committee

Open Minutes

Date:

February 22, 2024

Time:

06:30pm

Location:

(on-line) ZOOM Meeting and for streaming of the meeting please click on the link below.

<https://www.youtube.com/channel/UC4QrR6HjwibWOJRbLwnjcFQ/videos>

Members Present:

Jamie McGarvey - chairperson, Joel Constable, Scott Sheard, John Wilson, Pearl Ivens, Shelly Foote, Ann MacDiarmid

Regrets:

Present:

Dave Thompson, Director of Development and Protective Services

Recording:

Sheri Skinner, Administrative Assistant

Guests:

1. Agenda

1.1 Additions to Agenda

1.2 Prioritization of Agenda

Town of Parry Sound EMS Advisory Committee

Open Minutes

1.3 Adoption of Agenda

Addition to the Agenda

8.3 That the EMS Advisory Committee request staff to investigate opportunities of Aero Future Canada's autonomous drone technology and to report back to the next EMS Advisory Committee with the progress.

Moved by Pearl Ivens

Seconded by Scott Sheard

That the February 22, 2024 Parry Sound District Emergency Medical Services Committee meeting agenda be approved.

Carried

1.4 Disclosure of Pecuniary Interest and the General Nature Thereof

2. Minutes and Matters Arising from Minutes

2.1 Adoption of Minutes

Moved by Shelly Foote

Seconded by Scott Sheard

That the Minutes of the October 26, 2023 meeting of the Parry Sound District Emergency Medical Services Committee be approved as circulated.

Carried

3. Correspondence

4. Deputations

4.1 Tom Smith, EMS Supervisor of Community Paramedicine - overview of the Community Paramedicine Program for Parry Sound District EMS.

Town of Parry Sound EMS Advisory Committee

Open Minutes

Tom Smith, EMS Supervisor of Community Paramedicine presented and orientated the Committee on what Community Paramedicine stands for and how they assist the community from the various services they offer to administering mediations, Paramedic training, responding to 911 calls while on duty and provided statistics on how the program is positively affecting the community.

5. Emergency Services Director's Report

Dave Thompson provided a brief description and further explanations of the items on his Director's Report when necessary.

Moved by Ann MacDiarmid

Seconded by John Wilson

That the Emergency Services Director's Report dated February 22, 2024 be accepted as submitted.

Carried

6. Reports

6.1 EMS Statistical Report - December 2023

6.2 EMS Night Call Statistics - December 2023

6.3 EMS Vehicle Inventory - December 2023

Dave Thompson provided a descriptive overview of the various reports attached.

Dave Thompson will inquire and clarify to the Committee on report 6.2 EMS Night Call Statistics - December 2023 with regard to the zero Code 8's reported between the hours of 4:00pm thru 7:00pm every month from every station.

Resolution

EMS Committee members have received reports 6.1, 6.2, 6.3 as listed above.

Town of Parry Sound EMS Advisory Committee

Open Minutes

Moved by Shelly Foote

Second by Pearl Ivens

Carried

7. Ratification of Matters from Closed Agenda

8. Other Business

8.1 DT EMS Surplus Ambulance Disposal

Resolution

That the EMS Advisory Committee recommends the Town of Parry Sound Council approve report DT EMS Surplus Ambulance Disposal.

Moved by John Wilson

Seconded by Ann MacDiarmid

carried

8.2 DT Burks Falls EMS Base Rehabilitation - 2024

Resolution

That the EMS Advisory Committee recommends the Town of Parry Sound Council approve report DT Burks Falls EMS Base Rehabilitation.

Moved by Scott Sheard

Seconded by Ann MacDiarmid

Carried

8.3 Aero Future Canada's autonomous drone technology

Town of Parry Sound EMS Advisory Committee

Open Minutes

Resolution

That the EMS Advisory Committee request staff to investigate opportunities of Aero Future Canada's autonomous drone technology and to report back to the next EMS Advisory Committee with the progress.

Moved by Scott Sheard

Seconded by Ann MacDiarmid

9. Dispatch Update

10. Business Plans

11. Adjournment @ 7:54pm

Moved by Shelly Foote

Seconded by Pearl Ivens

Carried

**TOWNSHIP OF MCKELLAR
RECREATION COMMITTEE – MINUTES**

FEBRUARY 22, 2024, 3:30 p.m.
McKellar Community Centre

PRESENT: Morley Haskim, Dinah Ryeland Brown, Judy Ryeland, Chris Bishop, Terry Lacey.
REGRETS: Joyce Hopkins, Mel Hammond, Phil Jefkins, Rick Brear

CALLED TO ORDER: 3:30 p.m.

APPROVAL OF THE MINUTES: Moved by Terry Lacey and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby accepts the minutes of the Jan. 25, 2024, meeting. Motion Carried (24-06).

APPROVAL OF THE AGENDA: Moved by Judy Ryeland and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby accepts the agenda for the February 22, 2024, meeting. Motion Carried (24-07).

DECLARATION OF CONFLICT OF INTEREST: None

VISITORS: James Whitehall- Armwrestling

VISITOR DEPUTATION- James attended the meeting to discuss the possibility of re-starting a Armwrestling Program in the Community Centre.

MOTION ARISING FROM A DEPUTATION: Moved by Terry Lacey and seconded by Chris Bishop that the Recreation Committee of the Township of McKellar does hereby support and recommend that an Armwrestling Program supervised by James Whitehall be held in the Community Centre's Youth Room or All-Purpose Room on Monday's and Wednesday's from 7:00 p.m. to 9:00 p.m. Motion Carried (24-08).

CORRESPONDENCE RECEIVED: The Recreation Committee has received a request from Al Last to purchase the old Movie Night stereo system.

MOTION ARISING FROM CORRESPONDENCE: Moved by Terry Lacey and seconded by Judy Ryeland that the Recreation Committee of the Township of McKellar does hereby recommend that the un-used old Movie Night stereo be deemed surplus. Motion Carried (24-09).

SEE PAGE 2

REPORTS OF MEMBERS:

1. Indoor Pickleball and Badminton: Terry reported that Pickleball on Tuesday's and Friday's is going well. Terry also reported in conversation with Badminton players that Badminton attendance has been lower in the last few weeks and that Wednesday Badminton could be changed to Pickleball. Terry will attend Badminton on Monday to discuss this possibility further. MOTION ARISING: Moved by Judy Ryeland and seconded by Chris Bishop that the Recreation Committee of the Township of McKellar does hereby support Wednesday Night Badminton convert to Pickleball. Motion Carried (24-10).
2. Ice Fishing Derby: Due to the mild winter resulting in poor ice conditions this event was cancelled for this year.
3. Ribfest: Judy reported there have been discussions by organizers of the Ribfest. This event is to be held on Sunday, July 7th at the Community Centre. Judy discussed some details and improvements over last year's Ribfest. Organizers will be making a deputation to the Council.
4. Spring Dance: This event will be held on May 4th. Dinah reported that bookings have been made with various groups for this event.
5. Swimming Lessons: Morley reported that the office has secured a swimming instructor for the upcoming season and that the Lifesaving Society Membership fee will be paid.

NEW BUSINESS:

1. Movie Nights: The Committee discussed the upcoming Movie Nights in March.
2. Old Sound System: Motion (24-09) above.
3. Armwrestling Program: Motion (24-08) above.
4. Food Safety Handlers Course: The Committee discussed this course that is required to be completed by someone attending an event where food is served. MOTION ARISING: Moved by Chris Bishop and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby approve to have two members attend this course and further be reimbursed the entry fee. Motion Carried (24-11).
5. Storage in Basement: The Recreation Committee discussed this item and would like to see all the groups that store supplies in the basement come together to organize the storage in a safe manner. Also determine surplus items to be removed.
6. Budget: The Committee decided to defer this item to the next meeting.

NEXT MEETING: March 28, 2024, 3:30 p.m. or at the call of the chairperson.

ADJOURNMENT: Moved by Judy Ryeland and seconded by Terry Lacey that the Recreation Committee of the Township of McKellar does hereby adjourn at 5:05 p.m. Motion Carried (24-12).



Township of McKellar

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

Phone: (705) 389-2842

Fax: (705) 389-1244

Quarterly Report Oct-Dec 2023

- New Fuel tanks installed at Municipal garage
- transition equipment over to winter maintenance
- Ditched Grey Owl
- installed culverts Grey Owl
- several dead trees were removed
- Lakeview Cemetery laneway gravelled
- St Stephens church yard gravelled
- fill hauled into new ball diamond site
- New truck arrived and in service
- winter maintenance
- vehicle maintenance

Greg



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-120

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

Between

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

And

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

RECITALS

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

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

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

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

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

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



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

[Remainder of Page Intentionally Left Blank]



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

**The Corporation of the Township
of McKellar**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the
Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

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

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

1.3 Managed Contract

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

ARTICLE 2

SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

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

3.3 Non-Eligible Source Deduction

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

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

3.4 Labour Disruption

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

3.5 Access to the Work

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

3.6 Subcontractors

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

ARTICLE 4

SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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



ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

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

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

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

(b) CMO Indemnity

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

7.2 Limited Liabilities

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

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

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

7.3 Force Majeure

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

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

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

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

7.4 Agreement Termination

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

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

7.5 Remedies

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

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

7.6 Disputes

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

7.7 Arbitration

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

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

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

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

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

8.6 Insurance

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

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

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

8.7 Changes to Agreement

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

8.8 Change Management

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

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

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

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

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

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

8.9 Conflicts and Omissions

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

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

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

8.12 Severability

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

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

8.13 Survival

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

8.14 Further Assurances

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

8.15 Revisions to this Agreement

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

8.16 Counterparts

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



8.17 Notice

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

To CMO:

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

Email: operations@circularmaterials.ca

With a copy to Manager:

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

Email: Catherine.McCausland@rev-log.com

To Contractor:

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

Email: DeputyClerk@mckellar.ca



EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

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

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



EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

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

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

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

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



EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

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

EXHIBIT 6: COMPENSATION

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

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

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

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

1.10 Total Residential Depot Operation Costs Adjustment

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

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

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

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

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

1.12 CPI Index

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

1.13 Changes to Indices

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



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



SUPPORTING
CANCER CARE IN
OUR HEALTH CENTRE
& ROTARY PROJECTS



Feb 15, 2024

Township of McKellar

Via email

Mayor Moore and Council:

The Rotary Club of Parry Sound, for the last several years, have enjoyed the opportunity to attend a Council meeting to proudly share and update of our club activities over the previous year. We thank you for your generous past support and request your consideration for support of the 2024 Rotary 3 Strikes Against Cancer 3 Pitch Tournament.

This year, we hope you will understand that, due to capacity issues (relative to our 1st ever Maple Leaf Alumni Hockey Day in Parry Sound in March) along with some of our key member's health issues, we would like to connect with you via correspondence and hope to secure time on a council agenda later in the year and provide our annual update.

We are still in the planning stages for the 3 pitch but do anticipate much of the same elements that have made the event successful over the years. A very big part of our success is due to the generosity of the community and our Municipalities in donations and sponsorships that makes this event one of our major fundraisers each year.

The Township of McKellar been very generous and supportive of all of our Three Strikes against Cancer 3 pitch weekends in the past and our communication today is to ask Mayor and Council to consider Sponsorship again of the 2024 event.

Please let us know if you have any questions, or if we can provide more information on this request.

Thank you for all that you do for our communities and your generous support and participation in these key events. We look forward to providing a deputation and update in the late fall.

Regards

Rick Cain

President,

Rotary Club of Parry Sound



Township of The Archipelago

9 James Street Parry Sound, ON P2A 1T4

Phone: (705) 746-4243 • Fax: (705) 746-7301

www.thearchipelago.ca

February 14, 2024

Township of Carling
2 West Carling Bay Road
Nobel, ON
P0G 1G0

RE: Support for the Re-installation of the Flashing Light at the Intersection of Woods Road and Highway 69

Township of Carling Mayor and Council,

At the January 19, 2024, Township of The Archipelago Council Meeting, Council reviewed correspondence from ratepayers regarding a request for the flashing light at the intersection of Woods Bay and Highway 69, located within the jurisdiction of the Township of Carling, to be re-installed.

As you are aware, this intersection holds significance for the Skerryvore community in the Archipelago, as many Skerryvore residents rely on this route to access their permanent and seasonal homes. The residents who regularly utilize this intersection have highlighted the highway's increased speed and busy two-way traffic has resulted in growing safety concerns. Furthermore, with the expanding usage of the Parry Sound and Area Industrial Park, it is anticipated that traffic in this area will only amplify the existing safety issues.

Understanding that the authorization for a flashing light at this intersection lies within the scope of the Ministry of Transportation, the Township of The Archipelago requests the Township of Carling to support our community's request for the re-installation of the flashing light at the Woods Bay and Highway 69 intersection. We believe that such a measure will play a pivotal role in mitigating potential property damage and personal injury.

We understand that addressing traffic safety is a collaborative effort, and we are open to assisting with any required applications or processes with the Ministry of Transportation. We kindly ask the Township of Carling to consider this request and to initiate an

investigation into viable options for enhancing safety at the mentioned intersection.

Thank you for your attention to this important issue. Your support in this matter is crucial for the well-being of our shared communities, and we appreciate your commitment to ensuring a safe and secure environment for all.

Sincerely,

A handwritten signature in cursive script that reads "Maryann Martin".

Maryann Martin, Municipal Clerk
Township of The Archipelago
mmartin@thearchipelago.ca | 705-746-4243 ext. 301

Enclosed:

- Township of The Archipelago 2024-015 Resolution



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

Agenda Number: 15.6.

Resolution Number 24-015

Title: Steve Spearing. Request for Township's support for a flashing light at the intersection of Highway 69 and Woods Rd.

Date: Friday, January 19, 2024

Moved by: Councillor Manners

Seconded by: Councillor Sheard

NOW THEREFORE BE IT RESOLVED that Council hereby supports the request from Craig Moore and Steve Spearing for the installation of a flashing light at the intersection of Hwy 69 and Woods Rd.

FURTHER BE IT RESOLVED that a copy of this resolution, with a letter of explanation, be sent to the Township of Carling, MPP Graydon Smith, Ministry of Transportation, West Parry Sound OPP Detachment and the Parry Sound and Area Industrial Park Board.

Carried



To Whom It May Concern,

The MTO recognized the need to accommodate fuel delivery during the reduced load period in the 1970's and implemented sub-clause 122(2)(a) which: "establishes a higher 7500 kg/axle restriction for two axle trucks.

Ontario's population has nearly doubled since then. As a result, the propane industry has had to invest in three axle trucks to keep up with higher demand throughout the year. The challenge is that there is no reduced load period accommodation made for three axle trucks. Therefore the MTO has advise the Canadian Propane Industry to engage individual jurisdictions to request accommodations for propane delivery.

The 5000 kg/axle restriction reduces the carrying capacity of our three axle trucks to between 5% -15% of their capacity. This low fill level means that rather than travelling once down a road to make the required deliveries to the area, the trucks are returning 5 or 6 times increasing truck traffic on reduced load roads.

To help us meet demand and to reduce the number of return trips, we are asking the Township of McKellar for permission to run three axle trucks with a load not to exceed 6700 kg/axle during the reduced load period. This will allow us to fill trucks to approximately 40% of tank capacity.

This accommodation will help us keep up with demand during the reduced load. Because the truck load diminishes throughout the day the load per axle declines during the route. This proposed accommodation is lower than that given to the single axle trucks but sufficient for us to meet demand while reducing the number of return trips to an area.

For your convenience we have drafted an example of a letter giving Budget Propane Corporation permission for three axle trucks to carry 6700 kg/axle during the reduced load period.

Please let us know if you have any questions or concerns. Thank you in advance for your assistance.

Sincerely,

Kimberley McCallum
Dispatch Manager
1011 Beiers Road, Gravenhurst, ON P1P 0C7

Phone: 1-888-405-7777 **Local:** 1-705-687-5608 **Fax:** 1-705-687-1305

E-mail: dispatch@budgetpropane.net

Sample Letter

To Whom It May Concern:

RE: Half Load Exception — Heating Fuel

Please be advised that the **Township/municipality** implements load limits on roads within the **Township** during the reduced load period in compliance with Section 122 of the Ontario Highway Traffic Act.

As propane is an essential service, the **Township/Municipality** has agreed to the extension of the interpretation of Section 122 (2) for vehicles used exclusively for the transportation of liquid or gaseous heating fuel to include three axle (tandem rear axle) commercial vehicles, such that they may carry a weight of 6700 kilograms per axle.

Name

Title

From: Erika Luoma <erika.luoma@autismontario.com>

Sent: February 22, 2024 12:03 PM

To: clerk@mckellar.ca

Subject: Invitation to participate in Autism Ontario's "Fly the Flag" campaign on April 2nd, 2024, in celebration of World Autism Awareness Day

Dear Ina Watkinson, Clerk/Administrator of the Township of McKellar,

World Autism Day is fast approaching! Help us Celebrate the Spectrum for World Autism Day on April 2, 2024, and throughout April! Supporting Celebrate the Spectrum for World Autism Day this year is an excellent opportunity for your municipality to show support for autistic individuals across Ontario.

Join Autism Ontario to Celebrate the Spectrum this World Autism Day by purchasing a flag for our "Fly the Flag" campaign and formally proclaiming **April 2, 2024, as World Autism Awareness Day** to show your autism support.

Purchase a flag through our website at

<https://www.autismontario.com/civicrm/contribute/transact?reset=1&id=53>.

What is Celebrate the Spectrum? Celebrate the Spectrum is our theme for World Autism Day celebrations. It is an opportunity for positive action to provide spaces of support and advocacy for our diverse communities while learning about autism and how we can all make our communities better for autistic individuals. Similar to previous Autism Ontario World Autism Day campaigns, Celebrate the Spectrum unites families, schools, communities, businesses, government, and professionals in recognizing World Autism Day by celebrating people on the autism spectrum and bringing to light the systemic barriers that must be removed to create a more supportive and inclusive Ontario.

We are always available to help with resources and ideas on how you can get involved. If you have any questions, please contact me directly, and I will gladly assist you.

Many thanks for your consideration,

Erika Luoma

(A mother of an autistic son and resident of Northern Ontario)



Erika Luoma (she/her/elle)
Fund and Volunteer Coordinator – North Region | Coordonnatrice régionale des bénévoles et du développement du financement – Région du Nord
Autism Ontario | Autisme Ontario
autismontario.com | autismontario.com/fr
1179, rue King Ouest, bureau 004 | 1179 King St. W., Suite 004 | Toronto, ON | M6K 3C5
T: 1-800-472-7789 ext. 223 | E/C: erika.luoma@autismontario.com

Celebrate 50 years of autism advocacy with us!

DONATE NOW

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Pour les services en français, veuillez envoyer un courriel à melanie@autismontario.com



Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

www.townshipofperry.ca

February 26, 2024

Via Email

The Honourable Doug Ford, Premier of Ontario
Premier's Office
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

**RE: Request to the Province to Amend Blue Box Regulation for
'Ineligible' Sources**

At their last regular meeting on Wednesday February 21, 2024, the Council of the Corporation of the Township of Perry supported the following:

"Resolution #2024-52
Moved by: Paul Sowrey
Seconded by: Jim Cushman

Whereas under Ontario Regulation 391/21: Blue Box producers are fully accountable and financially responsible for their products and packaging once they reach their end of life and are disposed of, for 'eligible' sources only;

And Whereas 'ineligible' sources which producers are not responsible for include businesses, places of worship, daycares, campgrounds, public-facing and internal areas of municipal-owned buildings, and not-for-profit organizations, such as shelters and food banks;

And Whereas should a municipality continue to provide services to the 'ineligible' sources, the municipality will be required to oversee the collection, transportation, and processing of the recycling, assuming 100% of the costs;

Be it resolved that the Council of the Corporation of the Township of Perry hereby request that the province amend Ontario Regulation 391/21: Blue

Box so that producers are responsible for the end-of-life management of recycling products from all sources;

And further that Council hereby request the support of all Ontario Municipalities;

And further that this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Khanjin, Minister of the Environment, Conservation, and Parks, the Honourable Graydon Smith, MPP Parry Sound-Muskoka, and to all Ontario Municipalities.

Carried."

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Beth Morton'.

Beth Morton
Clerk-Administrator

BM/ec

c.c. Honourable Andrea Khanjin, Minister of Environment, Conservation and Parks
Honourable Graydon Smith, MPP Parry Sound-Muskoka
All Ontario Municipalities



CORPORATION OF THE TOWNSHIP OF MCKELLAR

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-XX

(Being a By-law to establish a Code of Conduct for the Chief Building Official and delegated Building Inspectors)

WHEREAS Section 3(1) of the *Building Code Act*, 1992, S.O. 1992, c.23, as amended, [Building Code Act, 1992, S.O. 1992, c. 23 \(ontario.ca\)](#) (“*Act*”) states that the Council of each municipality is responsible for the enforcement of this *Act* in the municipality, except where otherwise provided by this *Act*;

AND WHEREAS Section 3(2) of the *Act* states that the Council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this *Act* in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 7.1(1) of the *Act* states that a principal authority [e.g. Council of a municipality] shall establish and enforce a code of conduct for the chief building official and inspectors;

AND WHEREAS Section 7.1(2) of the *Act* states that “the following are the purposes of a code of conduct:

1. To promote appropriate standards of behaviour and enforcement actions by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code;
2. To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code;
3. To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under this Act or the building code by the chief building official and inspectors.”

AND WHEREAS Section 7.1(3) of the *Act* states that “a code of conduct must provide for its enforcement and include policies or guidelines to be used when responding to allegations that the code has been breached and disciplinary actions that may be taken if the code is breached”;

AND WHEREAS Section 7.1(4) of the *Act* states that “the principal authority shall ensure that the code of conduct is brought to the attention of the public”;



CORPORATION OF THE TOWNSHIP OF MCKELLAR

AND WHEREAS the Council of the Corporation of the Township of McKellar deems it necessary to establish and implement a Code of Conduct for the Chief Building Official and all delegated building inspectors;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. **THAT** the Township of McKellar Code of Conduct Policy for the Chief Building Official and all delegated building inspectors is hereby adopted as set out in Schedule “A” attached hereto and forming part of this By-law;
2. **THAT** the Township of McKellar Code of Conduct Policy for the Chief Building Official and all delegated building inspectors be posted on the Municipal website;
3. **THAT** should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the provisions so declared to be invalid;
4. **THAT** this By-law shall come into force and effect on the date of final passing thereof.

READ a **FIRST** and **SECOND** time this ____ day of March, 2024.

Mayor

Clerk

READ a **THIRD** time, and **PASSED IN OPEN COUNCIL** this ____ day of March, 2024.

Mayor

Clerk



CORPORATION OF THE TOWNSHIP OF MCKELLAR

SCHEDULE "A" TO BY-LAW NO. 2024-XX (Being a By-law to establish a Code of Conduct for the Chief Building Official and delegated Building Inspectors)

Code of Conduct

Building Officials in exercising their power and performing their duties under the *Act*, shall at all times:

- 1.0 Promote the safety of buildings with reference to public health, fire protection, structural sufficiency, conservation and environmental integrity, and barrier-free accessibility;
- 2.0 Apply the *Building Code Act* and the *Building Code* impartially, without influence and in accordance with all applicable legislation;
- 3.0 Perform duties with due diligence, honesty, and integrity and with the highest professional standards in a fair, efficient, timely and consistent manner that maintains and promotes public safety at all times;
- 4.0 Ensure public confidence and trust are maintained by acting as ambassadors and reflecting a professional image while treating the public with respect at all times;
- 5.0 Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties;
- 6.0 Avoid situations where there may be, or where there appears to be, a conflict between their duties to their clients, their profession, their peers, the public at large or their personal interests;
- 7.0 Act only within their area of qualifications obtained under the *Building Code Act* and to obtain qualifications as required to be appointed and to remain appointed under the *Building Code Act*;
- 8.0 Maintain their specialized knowledge and understanding of the current and evolving building practices, building laws and regulations through continuous professional development;
- 9.0 Comply with the Township's Conflict of Interest Policy and the Township's Code of Conduct Policy [2023-54.pdf \(mckellar.ca\)](#) and other such related procedural policies;



CORPORATION OF THE TOWNSHIP OF MCKELLAR

- 10.0 Avoid any conduct that could bring building officials or the Township of McKellar into disrepute;
- 11.0 Manage confidential and sensitive information according to the Township's guidelines and relevant legislation and ensure that no information collected, produced or obtained in the course of their duties, whether reports, memos, verbal/written/electronic communication is disclosed without proper approval.

Complaints

- 1.0 A complaint from a member of the public must be in writing and must be signed by the person making the complaint. The complaint may be a letter, e-mail, facsimile or submitted via a prescribed form authorized by the Chief Building Official and approved by Council;
- 2.0 A complainant may withdraw his/her complaint at any time, although Council may continue to investigate the complaint if deemed appropriate to do so;
- 3.0 The entire investigation process will be handled in as confidential a manner as possible by all parties involved. All records are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* [Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 \(ontario.ca\)](#) and may be subject to disclosure under the aforementioned Act or by a court of law.

Guideline for Investigating Allegations of Breaches of the Code of Conduct

- 1.0 Upon the receipt of a complaint, the Chief Building Official will review any allegations of breaches of this Code of Conduct made against a Building Services staff member;
- 2.0 Where the allegations are against the Chief Building Official, Council will review the allegations;
- 3.0 Disciplinary action arising from violations of this Code of Conduct is the responsibility of Council and will be based on the severity and frequency of the violation in accordance with relevant employment standards;
- 4.0 The Chief Building Official will provide a written response to the complainant, with a copy provided to Council, within 30 calendar days of receipt of the written complaint.



CORPORATION OF THE TOWNSHIP OF MCKELLAR

Disciplinary Action

- 1.0 Disciplinary action arising from violations of the Code of Conduct is the responsibility of the Council and the Chief Building Official, and will be based on the severity and frequency of the violation in accordance with employment laws and standards, and relevant collective agreements.

Public Notice for the Code of Conduct

- 1.0 The *Building Code Act* states that the Code of Conduct must be brought to the attention of the public. Township staff will advertise the Code of Conduct on an ongoing basis via the Township website and it will be posted in a conspicuous location at the Building Services front service counter. Additionally, the Code of Conduct shall be inserted in all Building Permit Guide hand-outs to ensure it has been brought to the public's attention.

DRAFT



22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
		Deerfield-Bay Road Upgrades	Public Works & Clerk's Dept.	All information provided by the Engineer will be presented to the representative for the Association in Spring 2024.
Sept. 13/22	22-353	Agreement with Cogeco Cable	Deputy Clerk	Cogeco starting internal process for asset disposal (Dec. 19/23) Will forward the Asset Purchase Agreement to transfer the tower ownership to the Township in 2024.
Mar. 7/23	23-204	By-law 2023-23 Being a By-law to Regulate Dogs in the Township	By-law Enforcement Officer	By-law deferred at Dec. 19/23 meeting. BLEO to make updates and present to Council at a future meeting.
May 16/23	23-352	Volunteer Waiver	Clerk's Dept./ Municipal Solicitor	Currently being reviewed by the Twp's Solicitor after comments received by the Twp's insurance company.
Jul. 4/23	23-470	Re-name Hart Road (formerly Fire Route 306)	Clerk's Dept.	Residents on road have been contacted, they are coming up with another name.
Nov. 21/23	23-726	Placement of a Dry Hydrant	Fire Chief / Director of Operations	The FC & Director of Operations are discussing a suitable location. A report to Council with a new location to follow.
Jan. 9/24	24-013	Purchase and Circulation of Transfer Station Permits	Deputy Clerk	In-house proof to be circulated to Council for approval.
Jan. 9/24	24-017	By-law 2024-03 Adopt a Human Resources Policy	Deputy Clerk	To be discussed at the March 5, 2024 Meeting in Closed Session.
Jan. 9/24	24-021	By-law 2024-07 to Set Tax Ratios for the Year 2024	Treasurer	By-law deferred until budget discussions are under way.
Jan. 23/24	24-047	Burn Permits	Fire Chief	A Committee of the Whole Meeting will be scheduled for a regular (evening) meeting and advertised in advance so that the public can voice their opinion.
Feb. 7/24	24-080	By-law 2024-15 Being a By-law to Amend the Parking By-law (with respect to fees)	By-law Enforcement Officer	Report to Council with area Municipality fees.
Feb. 20/24	24-089	Consent Application No. B03/2024 (Allen/Shandling)		PSAPB to search title to both properties to identify Rights of Way. Memo on Mar. 5/24 agenda



February, 15 2024

In This Issue

- Application for the PJ Marshall Awards is open.
- Consultation on *Seniors Active Living Centres Act*.
- Nominations open for Lieutenant Governor's Award.
- Electrification and Energy Transition Panel report.
- Rural Economic Development Program Intake open.
- Consultation: Rural Economic Development Strategy.
- Applications open: Rural Transit Solutions Fund.
- Register for AMO 2024 Conference.
- Connect with AMO delegates as an exhibitor.
- Municipal Codes of Conduct: February workshop.
- Anti-Semitism and Anti-Islamophobia: Winter workshops.
- Navigating Conflict - Pre-requisite for NEW advanced strategies course.
- New AMO workshops for municipal councillors - Spring dates.
- Using Energy Planning Tool for your 5-yr Conservation Plan.
- Upcoming webinar: Financial Analysis for Energy Projects.
- Guidelines for acoustical engineering services.
- Ontario Age-Friendly Communities 2024 Conference.
- Calls to action for municipalities on economic abuse.
- Housing access in higher education host communities survey.
- Climate change resources for residents.
- Helpful condo living tips for Ontario residents.
- Future of Aging Summit in May 2024.
- Careers.

AMO Matters

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

Provincial Matters

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

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

Ontario's electrification and energy transition panel has released its [final report](#) outlining recommendations for long-term energy planning.

The province announced at the 2024 ROMA Conference that they are opening a new intake for the Rural Economic Development (RED) program. [Intake is open](#) until February 21.

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

Federal Matters

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

Education Opportunities

[Registration is now open](#) for the AMO 2024 Conference, August 18 - 21 in Ottawa. Early bird rates are in effect until March 18. All elected officials must select a caucus to participate in the AMO Board elections.

Connect with over 2,000 AMO Conference delegates as an exhibitor. View the exhibitor package and application form [here](#).

As AMO and municipalities await provincial direction, your Association has developed a course that helps and guides municipal leaders in the development, communication, adherence, and issues management of codes of conducts. Register for the [February 28 Code of Conduct workshop](#) today.

Build your understanding on the historical and contemporary roots of anti-semitism and anti-islamophobia, how to address these and how to build relationships and allyships. Register for the [February 22 anti-semitism](#) workshop and [March 6 anti-islamophobia](#) workshop today.

Navigating Conflict Relationships for Elected Officials is one of AMO's most popular training offerings. This course helps you understand and navigate why relationships are or become challenging. Join your colleagues at the [March workshop](#) to gain skills in building collaborative relationships and negotiating difficult ones in your role as an elected municipal official. Attendees are invited to register for the [April Advanced Strategies workshop](#).

Don't miss out on [spring workshops](#), space is limited: Cyber Security, Advanced Councillor Training, Managing Communications through Crisis, Indigenous Community Awareness, Foundations in Planning, Advanced Land Use Planning and Competing Rights.

LAS

The [Energy Planning Tool](#) takes the guesswork out of your 5-yr Conservation Plan. Check out [our video](#) to learn how, in just a few simple clicks, you can be well on your way to developing a strong, compliant plan. Not yet using EPT? [Contact us](#) today to get started.

How do you know if an energy conservation opportunity in your facility is worth pursuing? Join SaveONenergy and LAS on March 8 for a free webinar and take a deep dive into the complexities of energy projects financing and life cycle costing. Space is limited. [Register here today](#) - Part Four of the Municipal Series.

Municipal Wire*

Professional Engineer's Ontario has released [a guideline](#) to support the preparation of acoustical assessments and studies to support land use applications.

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

The [Canadian Centre for Women's Empowerment](#) (CCFWE) released [calls to action for municipalities](#) to address economic abuse in gender-based violence strategies. For more information contact [Michaela Mayer](#).

The International Town and Gown Association and Town and Gown Association of Ontario [launched a survey](#) seeking input from municipal leaders on Canada's student housing crisis. Participate by March 5.

The Intact Centre for Climate Adaptation has [released resources for municipalities](#) on basement flooding, extreme heat and wildfire protection to be shared through municipal websites and tax notices.

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

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

Careers

[Digital Communications Intern - AMO](#). Closing date: February 23.

[Business Development Intern, Risk Management - LAS](#). Closing date: February 21.

[Chief Human Resources Officer - City of Ottawa](#). Closing Date: February 22.

[Chief Administrative Officer - Town of New Tecumseth](#). Closing Date: March 1.

[Senior Planner - Ministry of Municipal Affairs and Housing](#). Closing date: Feb 23.

[Senior Financial Analyst - Town of Bradford West Gwillimbury](#). Closing date: February 18.

[Deputy Chief Administrative Officer - City of Sault Ste. Marie](#). Closing Date: March 1.

[City Manager - City of St. Thomas](#). Closing Date: February 29.

[Manager, Human Rights - City of London](#). Closing Date: March 5.

[Commissioner, Community Services - Town of Oakville](#). Closing Date: March 11.

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](#)



February, 22 2024

In This Issue

- 2024 is an AMO Board Election Year!
- Meet the 2024 AMO Youth Fellows.
- Consultation on *Seniors Active Living Centres Act*.
- Nominations open for Lieutenant Governor's Award.
- Electrification and Energy Transition Panel report.
- Consultation: Rural Economic Development Strategy.
- Applications open: Rural Transit Solutions Fund.
- Cyber Security Education for Municipal Councilors.
- Advanced Councillor Training Series to Revitalize your Leadership.
- Disability Inclusion Workshop and Panel Discussion – Beyond AODA compliance.
- Managing Communications through Uncomfortable Times – Limited space.
- Navigating Conflict - Pre-requisite for NEW advanced strategies course.
- Upcoming Webinar: Financial Analysis for Energy Projects.
- Blog: Supporting and Strengthening Local Leadership.
- Register for OMERS Annual Meeting on April 3, 2024.
- Guidelines for acoustical engineering services in Land-use Planning Process.
- Ontario Age-Friendly Communities 2024 Conference.
- Calls to action for municipalities on economic abuse.
- Housing access in higher education host communities.
- Helpful condo living tips for Ontario residents.
- Future of Aging Summit next May.
- 2024 Farmland Forum.
- Careers.

AMO Matters

Elections for positions to the AMO Board of Directors will occur at the AMO Annual Conference, hosted by the City of Ottawa in August 2024. [Click here](#) for answers to some frequently asked questions if you are considering running.

We are extremely proud to announce the 2024 AMO Youth Fellows! [Follow this link](#) to learn about Elizabeth, Henry, and Thomas who were selected from a tremendous group of more than 80 highly qualified young Ontario residents who are passionate about local issues and municipal government.

Provincial Matters

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

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Education Opportunities

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

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

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

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

Navigating Conflict Relationships for Elected Officials is one of AMO's most popular training offerings. This course helps you understand and navigate why relationships are or become challenging. Join your colleagues at the [March workshop](#) to gain skills in building collaborative relationships and negotiating difficult ones in your role as an elected municipal official. Attendees are invited to register for the [April Advanced Strategies workshop](#).

LAS

How do you know if an energy conservation opportunity in your facility is worth pursuing? Join SaveONenergy and LAS on March 8 for a free webinar and take a deep dive into the complexities of energy projects financing and life cycle costing. Space is limited. [Register here](#) today – Part Four of the Municipal Series.

AMO has traditionally provided education workshops following each municipal election focused on supporting new heads of council, but this year, there are a range [education workshops](#) aimed at supporting the many facets of local leadership.

MEPCO

Registration is now open for the [2024 OMERS Annual Meeting](#) taking place in-person at the Metro Toronto Convention Centre or virtually by webcast.

Municipal Wire*

Professional Engineer's Ontario has released [a guideline](#) to support the preparation of acoustical assessments and studies to support land use applications.

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

The Ontario Farmland Trust is [hosting a forum on March 21st](#) to explore the importance of strong policy for farmland and environmental protection, succession planning for Ontario's food system, and how municipalities can support land access.

Careers

[Appeals Specialist - Ministry of Long Term Care](#). Closing date: March 07.

[Chief Administrative Officer - Municipality of Central Elgin](#) . Closing Date: March 12.

[Commissioner, Corporate Services & Chief Financial Officer - Region of Waterloo](#). Closing Date:

[City Manager - City of Thunder Bay](#). Closing Date: March 15.

[Manager, Planning - County of Simcoe](#). Closing Date: March 8.

[Data Analysis Coordinator - Region of Durham](#). Closing Date: March 6.

About AMO

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Ministry of Transportation

Ministère des Transports



Assistant Deputy Minister's Office
Integrated Policy and Planning
Division

Bureau du sous-ministre adjointe
Division des politiques et de la
planification intégrées

438 University Avenue
12th Floor
Toronto ON M5G 2K8
Tel. (647) 302-7129

438 Avenue University
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Tel. (647) 302-7129

**Memo to Chief Administrative Officers re:
Licence Plate Renewal**

I am writing to provide further information regarding the Government of Ontario's announcement on Feb. 15, 2024, regarding proposed changes to the way licence plates are renewed in Ontario.

The government has announced it will be introducing legislation related to the renewal of licence plates in the coming days, and more details regarding the proposed changes will be released over the coming months.

It is important to note the Government of Ontario is not eliminating licence plate renewals nor is it proposing changes to the plate denial process. The introduction of a new plate renewal process will not change the way municipalities collect unpaid fines.

Plate denial information will continue to support municipal fine collection. As a plate nears its expiry date, the automated system will check if the plate has fines, outstanding tolls, or insurance issues. If the plate has none of these issues, it will be renewed automatically for one year. If the plate has any of these issues, renewal will not proceed and the vehicle owner will be notified that they need to take action, which will include paying any fines or their plate will expire.

Expired plates will continue to be subject to roadside enforcement.

MTO and partner ministries have consulted with key stakeholders, including municipal court managers, throughout the development of this proposal. Further consultations will be held in spring 2024 to discuss the proposal in more detail.

We thank you for your support on this important initiative.

If you have further questions, please contact Katie De Palma at katie.depalma@ontario.ca.

Sincerely,

Jonathan Lebi, Assistant Deputy Minister
Ministry of Transportation

Ministry of the Environment,
Conservation and Parks

Environmental Assessment
Modernization Branch

135 St. Clair Avenue West
4th Floor
Toronto ON M4V 1P5

Ministère de l'Environnement, de
la Protection de la nature et des Parcs

Direction de la modernisation des processus
d'évaluation environnementale

135, avenue St. Clair Ouest
4^e étage
Toronto ON M4V 1P5



February 16, 2024

Greetings,

The Ministry of the Environment, Conservation and Parks (ministry) continues to take action to modernize Ontario's environmental assessment (EA) program.

Building on our [spring 2023 proposal](#) to evaluate environmental assessment (EA) requirements for municipal infrastructure projects, I would like to inform you about a new proposal arising out of the spring proposal. This new proposal is to revoke the Municipal Class EA and make a regulation under the *Environmental Assessment Act* that will clearly identify which municipal infrastructure projects are subject to the streamlined EA process and the process they must follow. This approach will help us eliminate unnecessary burden on lower-impact projects and reduce duplicative requirements.

As you may be aware, Ontario has been working to modernize its almost 50-year-old environmental assessment program since 2019. We have been working to make changes that will reduce delays on infrastructure projects that matter most to Ontario communities, while maintaining appropriate environmental oversight and consultation opportunities.

In July 2020, Ontario amended the *Environmental Assessment Act* (EA Act) to enable moving to a project list approach. To fully implement these changes, regulations are needed to list projects subject to comprehensive EA (i.e. Part II.3 projects), list projects subject to streamlined EA regulation requirements (Part II.4 projects), and set out the streamlined EA process for Part II.4 projects. The streamlined EA project list and process regulations will eventually replace the current complex system of class environmental assessments that apply to certain types of projects. It is the ministry's vision that the modernized streamlined regulations will eliminate duplication and provide clear expectations regarding consultation and defined timelines while maintaining environmental protections.

Implementation of the 2020 EA Act amendments started with the proposal for projects that will be subject to comprehensive (Part II.3) EA requirements, which remains under consideration. The new proposal is premised on the comprehensive EA project list proposal being implemented, and the relevant EA Act amendments proclaimed into force.

The ministry is seeking your feedback as we develop the first of the streamlined EA project lists and process regulations. The proposed regulation would set out municipal infrastructure projects undertaken by municipalities, that will be subject to the new Part

11.4 of the amended Act. These projects would be required to undertake a streamlined EA process set out in the regulation (the proposed Municipal Project Assessment Process (MPAP)).

The proposed streamlined MPAP would be a time-limited process. The proposed regulation would create a six-month timeline for the process. The regulation would be accompanied by guidance for proponents of projects subject to the new regulation. The guidance would help Indigenous communities and the public understand the process and how to get involved in a project.

For more information about this proposal, please visit <https://ero.ontario.ca/notice/019-7891>. Please note that the comment period ends on March 17, 2024.

Please do not hesitate to contact the ministry's EA Modernization team at EAmmodernization.mecp@ontario.ca with any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "A. Cross". The signature is written in a cursive, flowing style.

Annamaria Cross
Director, Environmental Assessment Modernization Branch
Ministry of the Environment, Conservation and Parks

**Ministry of the Environment,
Conservation and Parks**

Environmental Assessment
Modernization Branch

135 St. Clair Avenue West
4th Floor
Toronto ON M4V 1P5

**Ministère de l'Environnement, de
la Protection de la nature et des Parcs**

Direction de la modernisation des processus
d'évaluation environnementale

135, avenue St. Clair Ouest
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Toronto ON M4V 1P5



February 22, 2024

Greetings,

I am writing to you today on behalf of the Ministry of the Environment, Conservation and Parks about recent decisions to move Ontario's environmental assessment (EA) program to a project list approach as part of the government's ongoing work to modernize environmental assessment processes.

Comprehensive Environmental Assessment Projects regulation and other regulations:

Over the past several years, we have consulted extensively on the government's proposal to move to a project list approach. Beginning in April 2019, the ministry consulted on a [discussion paper](#), which outlined a modern vision for the EA program.

Then in July 2020, through the [COVID-19 Economic Recovery Act, 2020](#), the *Environmental Assessment Act* (EAA) was amended to provide the authority to make regulations to support EA modernization, including identifying projects that would be subject to EA requirements in a regulation. The move to a project list approach is a shift from the current framework, where projects are mainly subject to the EAA based on who is undertaking the project, rather than the projects potential impacts.

In fall 2020, the ministry consulted on a plain language [project list proposal](#), which identified the projects the ministry was proposing be subject to the EAA. In fall 2021 and spring 2023, the ministry then consulted on draft regulations, including a draft of the proposed [Comprehensive Environmental Assessment \(EA\) Projects Regulation](#) (Part II.3 Projects – Designations and Exemptions regulation) (2021) and a plain language update to that proposal (2023). The proposals also identified that the ministry would be updating relevant guidance and making certain related amendments to the Class EAs.

After considering the input received on the regulatory proposals and the discussion paper, a number of regulations have now been made and related actions taken to move Ontario to a project list approach. These changes came into effect on February 22, 2024 i.e., on the day that the revised provisions of the EAA providing the authority to make these regulations came into force.

The project types that are now subject to EA requirements in Ontario are those projects that are designated in the Comprehensive EA Projects regulation (i.e., significant waste projects, significant electricity generation facilities and large waterfront projects) and those project types to which a class environmental assessment (Class EA) applies. The

Comprehensive EA Projects regulation also designates projects that are exempt from the comprehensive EA requirements conditional on following a streamlined EA process (i.e. waste, electricity and transit and rail projects). There is no impact to projects that followed an individual EA and were approved. All projects which have started an individual EA application (i.e., a proposed Terms of Reference has been submitted to the Ministry) will continue in the comprehensive EA process.

We also wanted to note that these changes do not affect the continued authority under the Act to designate other projects or classes of projects as ones subject to a comprehensive EA or to enter into agreements with proponents to have the Act apply to projects that are not designated in the Comprehensive EA Projects regulation or otherwise.

Details of the decisions and changes made to move Ontario's EA program to a project list approach (the regulations, other instruments and related material) are on the Environmental Registry of Ontario at: <https://ero.ontario.ca/notice/019-4219>.

Complementary amendments to class environmental assessments:

To align Class EAs with the amendments to the EAA and the new and amending regulations made under the Act, including the Comprehensive EA Projects regulation, complementary amendments have been made to seven class EAs. Information on the amendments can be found on the Environmental Registry at: <https://ero.ontario.ca/notice/019-8081>.

Updates to guidance:

Similarly, we have updated the Guides to the EA requirements for waste and electricity projects and the guidance for transit and rail projects to align these with the Comprehensive EA Projects regulation and revised provisions of the EAA. These updated documents can be found on the Environmental Registry at: <https://ero.ontario.ca/notice/019-4219>.

Extension of expiry dates for certain approvals:

In November 2021, the ministry began consultation on a proposal to extend the statutory expiry date for *EAA* approvals by 10 years for certain projects.

A decision has now been made to extend the expiry date by 10 years for eight of those projects. The extensions will allow the projects to proceed instead of requiring a new environmental assessment to be completed. To ensure the protection of the environment, cultural heritage resources and source water, and to be responsive to comments received, including from Indigenous communities, the Minister made the extensions of the expiry date subject to conditions for seven of the eight projects. More information on the decision can be found on the Environmental Registry at: <https://ero.ontario.ca/notice/019-4428>.

The ministry carefully considered the nature and context of each of the projects. This included input from the proponents, the outcome of consultation undertaken in relation

to the proposal to extend, including consultation with Indigenous communities, and the purpose of the Act.

We are committed to keeping you updated and working with you to build a strong EA program for Ontario. We value your perspectives on the EA program and look forward to your further participation.

Please do not hesitate to contact my team at: EAModernization.MECP@ontario.ca, or me directly at: Annamaria.Cross@ontario.ca, if you have any comments or questions.

Sincerely,

A handwritten signature in black ink that reads "A. Cross". The signature is written in a cursive, flowing style.

Annamaria Cross
Director, Environmental Assessment Modernization
Ministry of the Environment, Conservation and Parks



From the Office of the Clerk
The Corporation of the County of Prince Edward
T: 613.476.2148 x 1021 | F: 613.476.5727
clerks@pecounty.on.ca | www.thecounty.ca

February 16, 2024

Please be advised that during the regular Council meeting of February 13, 2024 the following resolution regarding support for a review of the Ontario Works and Ontario Disability Support Program Financial Assistance Rates was carried.

RESOLUTION NO. 2024-81

DATE: February 13, 2024

MOVED BY: Councillor Roberts

SECONDED BY: Councillor Hirsch

WHEREAS poverty is taking a devastating toll on communities, undermining a healthy and prosperous Ontario, with people in receipt of Ontario Works and Ontario Disability Support Program being disproportionately impacted;

WHEREAS the cost of food, housing, medicine, and other essential items have outpaced the highest inflation rates seen in a generation;

WHEREAS people in need of social assistance have been legislated into poverty, housing insecurity, hunger, poorer health, their motives questioned, and their dignity undermined;

WHEREAS Ontario Works (OW) Financial Assistance rates have been frozen since 2018 (\$733 per month);

WHEREAS Ontario Disability Support Program (ODSP) benefit rates have been increased by 6.5 per cent as of July 2023 to keep up with inflation, however even with the increase, ODSP rates still fall below their value in 2018 (\$1,376 when adjusted for inflation) and significantly below the disability-adjusted poverty line (\$3,091 per month)

WHEREAS OW and ODSP rates do not provide sufficient income for a basic standard of living and, as a result, hundreds of thousands of people across Ontario who rely on these programs live in poverty;

WHEREAS the poverty risk profile for Prince Edward County created by Vital Signs states that 10.1% - 13.5% of County residents are living on low income;

WHEREAS designated Service Managers are doing their part, but do not have the resources, capacity, or tools to provide the necessary income and health related supports to people experiencing poverty; and

WHEREAS leadership and urgent action is needed from the Provincial Government to immediately develop, resource, and implement a comprehensive plan to address the rising levels of poverty in Ontario, in particular for those on Ontario Works and Ontario Disability Support Programs;

THEREFORE BE IT RESOLVED THAT the Council of Prince Edward County joins the Town of Orangeville to calls on the Provincial Government to urgently:

- a) At least double Ontario Works and ODSP rates and index rates to inflation, answering calls already made by “Raise the Rates” campaign and the “Income Security Advocacy Centre”;
- b) Commit to ongoing cost of living increases above and beyond the rate of inflation to make up for the years they were frozen;
- c) Commit to jointly working between the Ministry of Children, Community, and Social Services and the Ministry of Health on the best methods of assessing client needs and then matching those in need to the services they require;

AND FURTHER THAT a copy of this resolution be sent to the Minister of Children, Community, and Social Services, the Minister of Health, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association, Prince Edward Lennox and Addington Social Services, the Eastern Ontario Wardens Caucus, and all Ontario Municipalities.

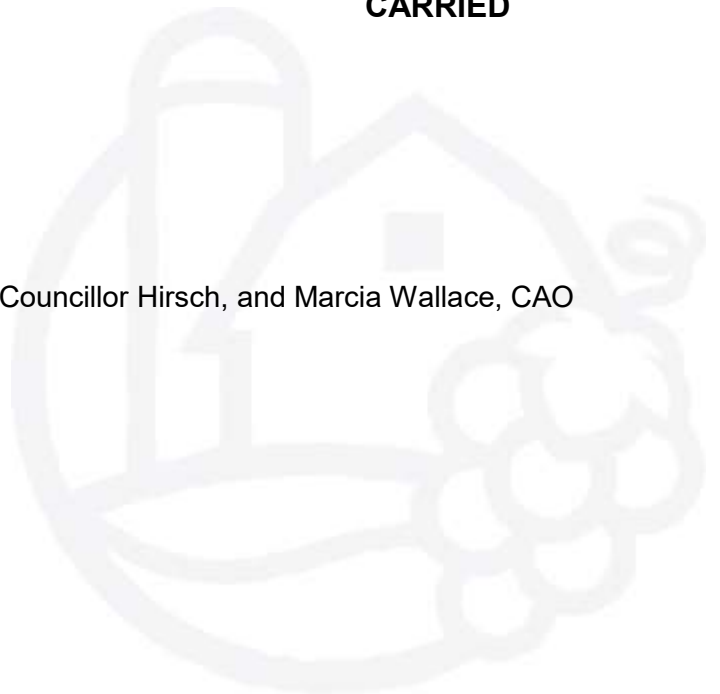
CARRIED

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor Hirsch, and Marcia Wallace, CAO





OFFICE OF THE MAYOR
CITY OF HAMILTON

VIA: Email

The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

The Honourable Todd Smith, M.P.P.
Minister of Energy
Todd.Smithco@pc.ola.org

The Honourable Peter Bethlenfalvy, M.P.P.
Minister of Finance
Peter.Bethlenfalvy@pc.ola.org

Colin Best
President of Association of Municipalities of Ontario
amopresident@amo.on.ca

February 14, 2024

Subject: Support for the Decision of the Ontario Energy Board to End the Gas Pipeline Subsidy

Dear Premier Ford, Ministers Smith and Bethlenfalvy, and President Best,

City Council, at its meeting held on February 14, 2024, passed the following resolution in support for the decision of the Ontario Energy Board to end the Gas Pipeline Subsidy:

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

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

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

WHEREAS, the Ontario Energy Board ("OEB") decided to end a subsidy for methane gas pipelines to be built in new construction developments, effective 2025, finding that this would lower energy bills for existing gas customers and improve

affordability for new homebuyers, but this decision is at risk of being overturned by the provincial government;

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

WHEREAS, the construction of *new* methane gas pipelines, which have 60-year lifetimes, should not be subsidized because they are inconsistent with the City's climate targets and will result in higher carbon emissions, higher energy bills, higher future decarbonization retrofit costs to get off fossil fuel heating, and a continued financial drain as dollars leave the province to pay for fossil fuels extracted in other jurisdictions;

WHEREAS, Hamilton City Council declared a climate emergency in 2019;

WHEREAS, transforming our buildings by supporting actions that improve the energy efficiency and GHG profile of new buildings within the City is one of 5 low-carbon transformations from ReCharge Hamilton, the City's Community Energy and Emissions Plan (CEEP); and

WHEREAS, the City of Hamilton is actively working to support the decarbonization of heating and cooling systems in existing and future building stock within the community, as demonstrated by the Better Homes Hamilton Home Energy Retrofit Pilot Program, which will provide 0% interest loans to up to 50 Hamilton homeowners to enable them to transition away from fossil-fuel powered heating and cooling equipment to low carbon air or ground source heat pump systems.

THEREFORE, BE IT RESOLVED:

(a) That the City of Hamilton expresses its support for the decision of the Ontario Energy Board to end the gas pipeline subsidy and requests that the Ontario Government allow the decision to stand; and

(b) That this resolution be circulated to the President of Association of Municipalities of Ontario, Colin Best; Premier of Ontario, Doug Ford; Minister of Energy, Todd Smith; Minister of Finance, Peter Bethlenfalvy and all Ontario Municipalities requesting support for the proposed changes.

Sincerely,



Andrea Horwath
Mayor

CC: All Ontario Municipalities (by email)



MEPCO Member Newsletter



MEPCO is a non-profit corporation created by AMO to provide pension expertise and resources to AMO's employer representatives on the OMERS Sponsors Corporation and Administration Corporation. Through MEPCO, municipal employers can speak with one strong, well-informed voice

New AMO appointee to OMERS, results of municipal employee survey I'm a new title block

February 20, 2024

New AMO appointee to the OMERS Sponsors Corporation

As a Plan sponsor, AMO's role is to ensure it appoints highly qualified members to the OMERS Boards who are experts in governance, finance, and pension administration. AMO and MEPCO are pleased to share that [Deborah Dubenofsky](#) has been appointed to the OMERS Sponsors Corporation (SC) effective January 1, 2024. A former municipal CAO, Ms. Dubenofsky is an accomplished senior executive and government relations professional with extensive experience in the public and broader public sectors.

Ms. Dubenofsky was appointed by AMO to replace SC Board Member Marianne Love. Ms. Love has served the SC Board since 2006, providing valuable expertise and insight to the Board during important shifts in the governance structure of OMERS. The MEPCO Board thanks Ms. Love for her years of service on behalf of municipal employers and employees.

Results of AMO's Municipal Employee Survey Presented to MEPCO Board

Employee recruitment and retention is a big concern for municipal governments. With a large cohort of municipal employees eligible for retirement over the next decade, municipalities are facing an impending leadership, knowledge, and skills gap. AMO is working on a multi-year [Workforce Development Project](#) to develop resources and initiatives to help understand and address the municipal workforce's needs.

As part of this work, AMO conducted a survey of current municipal staff to understand what attracted to them to their job, what they enjoy about their work and how municipal employers can enhance the employee experience. 2,400 employees responded.

Notably, the survey revealed that 52% of respondents were attracted to join the municipal public service because of "pension and benefits." In addition, 43% said that "pension and benefits" was the thing they liked most about their job. These results highlight the importance of the OMERS Pension Plan as a key tool to attract and retain municipal employees now and in the future.

[Complete survey results are available on AMO's website.](#)

OMERS Climate Action Plan

MEPCO knows there is greater employer, employee, and public interest in how public funds are invested. At MEPCO's February 12 meeting, OMERS delivered an update on its Climate Action Plan, which aims to achieve net-zero greenhouse gas emissions by 2050 and a 50% carbon intensity reduction by 2030. So far, OMERS reports a 32% portfolio emissions intensity reduction since 2019 and \$19 billion in green investments. More information on OMERS's climate-related goals is available at omers.com/climate-change. Further updates are expected at the 2024 OMERS Annual Meeting.

OMERS Annual Meeting April 3, 2024

Registration is now open for the [2024 OMERS Annual Meeting](#) taking place in-person at the Metro Toronto Convention Centre or virtually through a webcast link that will be sent prior to the event.

Follow MEPCO on [LinkedIn](#).

Municipal Employer Pension Centre of Ontario

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**The Corporation of the
County of Northumberland**
555 Courthouse Road
Cobourg, ON, K9A 5J6



Northumberland County Council Resolution

SENT VIA EMAIL

February 22, 2024

Honourable Doug Ford, Premier of Ontario
Honorable David Piccini, Minister of Labour, Immigration, Training and Skills Development
Honorable Paul Calandra, Minister of Municipal Affairs and Housing
All Ontario Municipalities

**Re: Northumberland County Resolution –
'Support for Amendment to the Occupational Health and Safety Act to Clarify
the Definition of Employer'**

At a meeting held on February 21, 2024 Northumberland County Council approved the following Council Resolution # 2024-02-21-109 adopting the below recommendation from the February 6, 2024 Corporate Support Committee meeting.

Moved by: Councillor Lucas Cleveland
Seconded by: Deputy Warden Olena Hankivsky

"**That** the Corporate Support Committee, having considered correspondence from the Town of Plympton-Wyoming and Township of Larder Lake regarding 'Support for Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer', recommend that County Council support this correspondence and attached motion from the City of Greater Sudbury; and

Further That the Committee recommend that County Council direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), the Honorable David Piccini (Minister of Labour, Immigration, Training and Skills Development), and the Honorable Paul Calandra (Minister of Municipal Affairs and Housing), and all Ontario Municipalities.

Council Resolution # 2024-02-21-109

Carried

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at matherm@northumberland.ca or by telephone at 905-372-3329 ext. 2238.



**The Corporation of the
County of Northumberland**

555 Courthouse Road
Cobourg, ON, K9A 5J6

Sincerely,
Maddison Mather

A handwritten signature in blue ink that reads "M. Mather".

Manager of Legislative Services / Clerk
Northumberland County

Council Resolution

Moved By L. Cleveland Agenda Item 10 Resolution Number 2024-02-21- 109
 Seconded By O. Anhwahye

Council Date: February 21, 2024


"That Council adopt all recommendations from the four Standing Committees, as contained within the Committee Minutes (meetings held February 6 and 7), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

Committee Name	Item #	Description	Held By
		- Social Services Committee, Item 7.a, 'Correspondence, '310 Division Street, Cobourg' – Held by Councillor Cleveland	

And Further That the items listed above and held for separate discussion each require a separate resolution."

Recorded Vote Requested by _____
 Councillor's Name

Deferred _____
 Warden's Signature

Carried 
 Warden's Signature

Defeated _____
 Warden's Signature

Corporate Support Committee Resolution

Committee Meeting Date: February 6, 2024

Agenda Item: 7.b

Resolution Number: 2024-02-06-077

Moved by: S. Dibb

Seconded by: B. Ostrander

Council Meeting Date: February 21, 2024

"**That** the Corporate Support Committee, having considered correspondence from the Town of Plympton-Wyoming and Township of Larder Lake regarding 'Support for Amendment to the Occupational Health and Safety Act to Clarify the Definition of Employer', recommend that County Council support this correspondence and attached motion from the City of Greater Sudbury; and

Further That the Committee recommend that County Council direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), the Honorable David Piccini (Minister of Labour, Immigration, Training and Skills Development), and the Honorable Paul Calandra (Minister of Municipal Affairs and Housing), and all Ontario Municipalities.

Carried 
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature



The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca
DELIVERED VIA EMAIL

January 15th 2024

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of 'Employer'

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on January 10th 2024, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the City of Greater Sudbury re. Amendment to the Occupational Health & Safety Act to Clarify the Definition of 'Employer'.

Motion 14

Moved by Councillor Bob Woolvett

Seconded by Councillor Kristen Rodrigues

That Council support item 'L' of correspondence from the City of Greater Sudbury re. Amendment to the Occupational Health & Safety Act to Clarify the Definition of 'Employer'.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak
Clerk
Town of Plympton-Wyoming

cc: Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development
Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Bob Bailey, MPP – Sarnia-Lambton
Association of Municipal Affairs and Housing
Ontario's Big City Mayors
Mayors and Regional Chairs of Ontario
Council of Ontario Construction Associations
Ontario Chamber of Commerce
All Ontario Municipalities

December 12, 2023

Sent Via Email

Municipalities of Ontario

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of “Employer”

The following resolution was passed by Council of the City of Greater Sudbury on December 5, 2023:

CC2023-303: WHEREAS in 2015 the City of Greater Sudbury (the “City”) entered into a contract with a contractor experienced in road construction projects to complete a project on Elgin Street in the City’s downtown core;

AND WHEREAS the contract provided that the contractor would be the constructor for the project as that term is defined in the Occupational Health and Safety Act (the “Act”);

AND WHEREAS an employee of the constructor operating a grader on the project struck and killed a pedestrian;

AND WHEREAS the City was charged with offences under the Act as the constructor and the employer;

AND WHEREAS after being acquitted at trial and on appeal, the Ontario Court of Appeal, in a decision issued on April 23, 2021, found the City to be liable for contraventions of the Construction Regulations as an employer as it employed quality control inspectors to monitor the quality of work on the project from time-to-time;

AND WHEREAS the Supreme Court of Canada, in a decision issued on November 10, 2023, was evenly divided 4-4 on the issue resulting in dismissal of the City’s appeal;

AND WHEREAS the consequence of this decision is that municipalities in Ontario, as well as all other owners of property in the province, who wish to undertake construction, are subject to being charged and convicted as an employer for offences in relation to project sites for which they have no control and have, in accordance with the Act, contracted with an entity to assume plenary oversight and authority over the work on such site as the constructor; AND WHEREAS the potential of an owner being charged as an employer as that term is defined in the Act in circumstances where it has engaged a constructor disregards and renders meaningless the owner-constructor provisions contained in the Act and presents an unacceptable level of increased risk and confusion for owners and contractors throughout the province;

PO BOX 5000 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCC A
200, RUE BRADY
SUDBURY ON P3A 5P3

705.671.2489

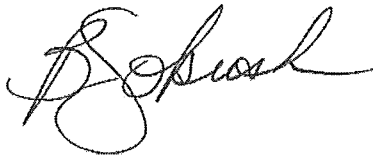
www.greatersudbury.ca
www.grandsudbury.ca

AND WHEREAS the City believes that the safety of workers is paramount however the safety of workers on construction projects in Ontario is not increased by placing liability on parties that do not have control of and are not responsible for the conduct of the work on such sites;

NOW THEREFORE BE IT RESOLVED THAT the Council for the City of Greater Sudbury requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, France Gelinias, MPP for Nickel Belt, Jamie West, MPP for Sudbury, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Yours truly,

A handwritten signature in black ink, appearing to read 'Brigitte Sobush', written in a cursive style.

Brigitte Sobush
Manager of Clerk's Services/Deputy City Clerk

- c. Members of City Council
Eric Labelle, City Solicitor and Clerk



THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE
69 FOURTH AVENUE, P. O. BOX 40, LARDER LAKE, ON P0K 1L0
PH: 705-643-2158 FAX: 705-643-2311
LARDERLAKE.CA

January 11th, 2024

****Sent Via Email****

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of "Employer"

Please be advised that at the Township of Larder Lake Regular Council Meeting held Tuesday, January 9th, 2024, the following resolution of support was adopted:

Resolution: 4

Moved by: Councillor Kelly

Seconded by: Mayor Quinn

BE IT RESOLVED, that Larder Lake Council hereby supports the City of Greater Sudbury regarding an amendment to the Occupational Health and Safety Act to clarify the definition of "Employer" And

FURTHER, that this resolution be forwarded to the Honorable Doug Ford, Premier of Ontario, the Honorable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honorable Paul Calandra, Minister of Municipal Affairs and Housing, John Vanthof, Timiskaming-Cochrane MPP, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Carried

A copy of the above noted resolution is enclosed for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Crystal Labbe'.

Crystal Labbe
CAO/ Clerk Treasurer

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

SECONDED BY:

- Thomas Armstrong
 - Patricia Hull
 - Paul Kelly
 - Lynne Paquette
- Mayor Quinn*

Motion #: 4

Resolution #: 4

Date: January 9, 2024

BE IT RESOLVED, that Larder Lake Council hereby supports the City of Greater Sudbury regarding an amendment to the Occupational Health and Safety Act to clarify the definition of "Employer" And

FURTHER, that this resolution be forwarded to the Honorable Doug Ford, Premier of Ontario, the Honorable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honorable Paul Calandra, Minister of Municipal Affairs and Housing, John Vanthof, Timiskaming-Cochrane MPP, the Association of Municipalities OF Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Reginal Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Recorded vote requested:

	For	Against
Tom Armstrong		
Patricia Hull		
Paul Kelly		
Lynne Paquette		
Patty Quinn		

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Disclosure of Pecuniary Interest*

Chair: *[Signature]*

*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



52 Seguin Street, Parry Sound, Ontario P2A 1B4
Tel: (705) 746-2101 • Fax: (705) 746-7461 • www.parrysound.ca

February 20, 2024

West Parry Sound CAO's

Dear Colleagues:

RE: Parry Sound Official Plan Update - Invitation to Attend Engagement Session

The Town of Parry Sound has retained the firm of MacNaughton, Hermsen, Britton and Clarkson Planning Limited (MHBC) to assist with the preparation of an update to the Town's Official Plan. The current Official Plan was approved by the province in 2014 and needs to be updated.

As you are aware, the Official Plan is a land use planning document that helps to guide the future use of land and resources, as well as the decision-making processes of Town Council. Looking 20 years into the future, the Official Plan sets the policy framework to guide growth and development in keeping with the vision of the future developed by the community through consultation with the community.

Throughout the project, opportunities are being provided to engage with residents of the Town and other interested groups. As part of the engagement efforts, and in recognition of the Town's role within the broader regional area and with a desire for regional cooperation and collaboration, the Town is interested in meeting with neighbouring municipalities to seek input into this Official Plan Update.

Although your Clerk will be formally circulated with notice under the Planning Act at a later date, once a draft document is ready for public consultation, Town staff and MHBC would like to engage with you at this early stage.

We would like to invite you and members of your senior leadership team to attend a working lunchtime meeting on **Thursday March 7, 2024 from 12noon to 2:00pm**, to gather feedback on the vision of the future of the Town of Parry Sound and updating the policy directions to ensure your input is considered.

The relationship between the Town and the neighbouring municipalities is very important to us. Given the Town is the region's largest service centre and provides opportunities such as jobs and

services to many people living in the surrounding area, it is important to solicit input from you into this update at this early stage as well as throughout the process.

The Official Plan covers all lands within the Town's boundaries. The Official Plan update will be looking at areas such as housing, employment, services, public spaces, natural resources and built heritage. Parry Sound and the broader region is a special place, and we want to ensure that the updated Official Plan reflects the vision of the future that all people can embrace.

The Official Plan Update project has a page on the Town's website which can be found at <https://www.parrysound.ca/business-development/planning-and-development/>

Please send your RSVP listing those who will be attending with you, to Meghan Morrison at mmorrison@parrysound.ca by March 1, 2024.

The meeting will be held at the Bobby Orr Community Centre (Hart Trophy Room) at 7 Mary Street, Parry Sound, from 12noon to 2:00pm. A light lunch will be provided. Please advise of any allergies or dietary restrictions that we should be aware of.

We look forward to hearing you comments and having a productive discussion.

Sincerely,



Clayton Harris
Chief Administrative Officer
The Corporation of the Town of Parry Sound

Cc: Dave Thompson, Director of Protective and Development Services (dthompson@parrysound.ca)
Jeremy Rand, Manager of Planning (jrand@parrysound.ca)
Jamie Robinson, Partner at MHBC Planning (jrobinson@mhbcplan.com)
Kathy Suggitt, Associate at MHBC Planning (ksuggitt@mhbcplan.com)
Meghan Morrison, (mmorrison@parrysound.ca)



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

Agenda Number: 15.4.

Resolution Number 24-030

Title: Request for Support. Resolution Supporting Near North District School Board's request to the Ministry of Education to not exercise their authority granted by Bill 98 for the closure of rural elementary schools within the McDougall

Date: Friday, February 23, 2024

Moved by: Councillor Emery

Seconded by: Councillor MacLeod

NOW THEREFORE BE IT RESOLVED that the Township of The Archipelago hereby supports the Municipality of McDougall's January 24, 2024 resolution regarding their support of the Near North School Board's request to the Ministry of Education to not close the rural elementary schools within the Municipality of McDougall and to establish a new Accommodation Review Committee; and

FURTHER BE IT RESOLVED that a copy of this resolution be forwarded to the Ontario Public School Board's Association, the Honourable Stephen Lecce, Minister of Education, MPP of Parry Sound Muskoka, Graydon Smith, the Near North District School Board, and all West Parry Sound Municipalities.

Carried



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

Agenda Number: 15.14.
Resolution Number 24-042
Title: West Parry Sound Recreation and Cultural Centre
Date: Friday, February 23, 2024

Moved by: Councillor Lundy
Seconded by: Councillor Zanussi

NOW THEREFORE BE IT RESOLVED that Council hereby authorize staff to provide the Township of The Archipelago's share of bridge financing to the Joint Municipal Services Board in the form of a loan guarantee and/or a line of credit for cash flow assistance to facilitate the construction of the West Parry Sound Recreation and Cultural Centre.

Carried

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

BY-LAW NO. 2024-027

Being a By-law to authorize the execution of Amendment #1 to the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement.

WHEREAS on the 7th day of September, 2021 the Council of The Corporation of the Township of Seguin enacted By-law No. 2021-071, Being a By-law to authorize the execution of a West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement ("Partnership Agreement") for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating of the West Parry Sound Recreation and Cultural Centre;

AND WHEREAS section 14 of the Partnership Agreement prohibits the borrowing of funds except in very limited circumstances;

AND WHEREAS section 23 of the Partnership Agreement provides for the terms of the Partnership Agreement to be changed, as contemplated herein, upon a two-thirds vote of the Municipalities;

AND WHEREAS it is deemed expedient to amend the Partnership Agreement to authorize the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board to obtain bridge financing and /or a line of credit for cash flow purposes, up to an amount of \$13.5 million dollars in order to facilitate the construction of the WPS Recreation & Cultural Centre.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEGUIN HEREBY ENACTS AS FOLLOWS:

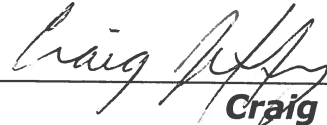
- 1. THAT** the Council of The Corporation of the Township of Seguin does hereby authorize and direct the Mayor and the Clerk to execute, under the Seal of The Corporation, the Amendment #1 to the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement.
- 2. THAT** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to give effect to this By-law.

READ a FIRST, SECOND and THIRD TIME, PASSED and ENACTED this

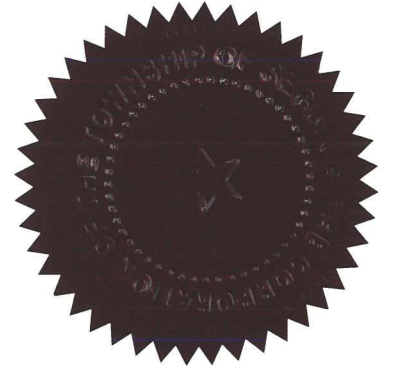
20th day of February, 2024.



**Ann MacDiarmid,
Mayor**



**Craig Jeffery,
Clerk**



**AMENDMENT #1 TO THE:
West Parry Sound Recreation and Cultural Centre
Joint Municipal Service Board Agreement**

BETWEEN:

The Corporation of the Township of the Archipelago

and

The Corporation of the Township of Carling

and

The Corporation of the Municipality of McDougall

and

Corporation of the Township of McKellar

and

The Corporation of the Town of Parry Sound

and

The Corporation of the Township of Seguin

(collectively referred to herein as "**Municipalities**")

WHEREAS the Municipalities signed the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement ("**Partnership Agreement**") as at September 10, 2021;

AND WHEREAS section 14 of the Partnership Agreement prohibits the borrowing of funds except in very limited circumstances;

AND WHEREAS section 23 of the Partnership Agreement provides for the terms of the Partnership Agreement to be changed, as contemplated herein, upon a two-thirds vote of the Municipalities;

NOW THEREFORE, IN CONSIDERATION of one dollar and other good and valuable consideration, the Municipalities agree as follows:

Section 2 of the Partnership Agreement is hereby amended by the addition of the changes shown below:

Delegated Authority

2. The Board has full authority and necessary powers to manage the construction, operation and maintenance of the Centre including:

- (a) initiating the design and construction of the Centre;
- (b) obtaining approvals;
- (c) issuing requests for proposals and contracting for services;
- (d) entering into agreements with individuals, corporations and other levels of government, including but not limited to, the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream;
- (e) fundraising and obtaining sponsorships;
- (f) acquiring ownership and/or leasehold interest in property;
- (g) operating bank accounts and other transactions;
- (h) receiving funding from upper levels of government;
- (i) approving the annual Operating and Capital Budget;
- (j) setting public user fees;
- (k) executing conveyances of any surplus property; and
- (l) obtaining bridge financing and /or a line of credit for cash flow purposes, up to an amount of \$13.5 million dollars in order to facilitate the construction of the WPS Recreation & Cultural Centre.

This change shall be effective as of the 14th day of February, 2024 upon the signatures of four of the six Municipalities.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf as of the 14th day of February, 2024.

The Corporation of the Township of The Archipelago

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the corporation.

The Corporation of the Township of Carling

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the corporation.

The Corporation of the Municipality of McDougall

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the corporation.

Corporation of the Township of McKellar

By: _____
Name:
Title:


By: _____
Name:
Title:
We have authority to bind the corporation.

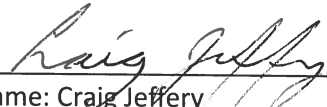
The Corporation of the Town of Parry Sound

By: _____
Name:
Title:

By: _____
Name:
Title:
We have authority to bind the corporation.

The Corporation of the Township of Seguin

By: 
Name: Ann MacDiarmid
Title: Mayor

By: 
Name: Craig Jeffery
Title: Clerk
We have authority to bind the corporation.



THE CORPORATION OF THE TOWNSHIP OF SEGUIN

BY-LAW NO. 2024-028

Being a By-law to authorize a loan guarantee and/or revolving cash flow assistance for the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board.

WHEREAS the West Parry Sound Recreation and Cultural Centre Project is partially funded through Provincial and Federal Grant Programs;

AND WHEREAS the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board may require assistance for cash flow purposes to assist with the Project funding while awaiting the processing of funding submissions by the upper levels of Government;


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEGUIN HEREBY ENACTS AS FOLLOWS:

- 1. THAT** the Council of The Corporation of the Township of Seguin does hereby authorize and direct the Mayor, the Treasurer and the Clerk to execute, under the Seal of The Corporation, all documents necessary to give effect to this By-law to either:
 - a) provide a loan guarantee for the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board, subject to The Corporation of the Township of Seguin's portion of the said guarantee not to exceed Three Million Five Hundred Twenty Three Thousand Five Hundred dollars (\$3,523,500); or
 - b) provide interest free up to Three Million Five Hundred Twenty Three Thousand Five Hundred dollars (\$3,523,500) in revolving cash flow assistance to the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board.

READ a FIRST, SECOND and THIRD TIME, PASSED and ENACTED this 20th day of February, 2024.


Ann MacDiarmid,
Mayor




Craig Jeffery,