

# CORPORATION OF THE TOWNSHIP OF MCKELLAR

September 2, 2025 – 6:30 p.m.

## AGENDA

**Topic: Regular Meeting of Council**

**Time: September 2, 2025, 6:30 P.M. [Closed Session beginning at 5:30 p.m.]**

**Location: Council Chambers, 701 Highway 124, McKellar, ON P0G 1C0**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/89191207424>

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**25-375**  
**2025-41**

**1<sup>st</sup> Resolution**  
**1<sup>st</sup> 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 – August 19, 2025
  - 5.2 Litigation or potential litigation; pursuant to Ontario Municipal Act Section 239(2)(e) - ongoing litigation.
  - 5.3 Acquisition or disposition of land; pursuant to Ontario Municipal Act Section 239(2)(c) – request to purchase Township land.
- 6. CALL TO ORDER**
- 7. RESPECT AND ACKNOWLEDGMENT DECLARATION**

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

- 8. ROLL CALL - REGULAR SESSION 6:30pm (Public can join via Zoom)**
- 9. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 10. PUBLIC MEETING**
- 11. DELEGATIONS AND PRESENTATIONS**
  - 11.1 2025 Municipal Insurance Program Corporation of the Township of McKellar – Samantha Elliott
  - 11.2 Parents for Parry Sound – Amy Black -Call to Action – Support for Parry Sound Students and Families
- 12. COMMITTEE OF THE WHOLE**
  - 12.1 ADMIN-2025-14 – DRAFT Procurement By-law
- 13. MOTION TO REVIEW A PREVIOUS MOTION**
- 14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)**
  - 14.1 Minutes of the August 19, 2025, Regular Meeting of Council
- 15. PLANNING MATTERS**
  - 15.1 Consent Application – B05/2025 (Oldham)
- 16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL**
  - 16.1 Township of McKellar Lake Stewardship and Environmental Committee (LSEC) DRAFT Committee Meeting Minutes (July 17, 2025)
- 17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL**
  - 17.1 BD-25-02 – Rationale for proposed building permit fee changes
  - 17.2 PW-2025-08 – Dog Lake Culvert Replacement
- 18. MAYOR’S REPORT**
- 19. CORRESPONDENCE FOR CONSIDERATION**
  - 19.1 Road plowing request 2025/2026 for Deerfield and Bay Drive – Manitou Peninsula Association
  - 19.2 District of Parry Sound Municipal Association – 2025 Fall Meeting

## **20. MOTION AND NOTICE OF MOTION**

- 20.1 Deem Plan 249, Block A Surplus

## **21. BY-LAWS**

- 21.1 By-law No. 2025-42 – Being a By-law respecting Construction, Demolition, Change of Use, Conditional Permits and Inspections
- 21.2 By-law No. 2025-41 – Being a By-law to Establish Fees and Charges for Services or Activities Provided or Done by or on Behalf of the Township of McKellar and to Repeal By-laws 2011-21, 2011-23, 2011-28, 2021-58, 2022-48 and 2023-15
- 21.3 By-law No. 2025-43 – Being a By-law to Establish Rules and Regulations for the Management and Control of All Cemeteries Operated by the Corporation of the Township of McKellar and to Repeal By-law No. 2012-14; By-law No. 2012-18 and By-law No. 2016-06
- 21.4 By-law No. 2025-48 - Being a By-law to amend By-law No. 95-12, as amended, the Zoning By-law for the Township of McKellar with respect to lands described as Part Lot 32, Concession 4; 42R-22609 Parts 1 and 3 MCKELLAR; (70 Burnetts Road); in the Township of McKellar.

## **22. UNFINISHED BUSINESS**

- 22.1 Unfinished Business as of September 2, 2025

## **23. NEW BUSINESS**

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

## **25. CONSENT AGENDA – CORRESPONDENCE**

- 25.1 AMO Watchfile – August 14, 2025 & August 21, 2025
- 25.2 The Corporation of The Township of the Archipelago – Request for Support Four-Laning of Highway from Parry Sound to Sudbury (August 15, 2025)
- 25.3 The Corporation of The Township of the Archipelago – Request for Consultation on Transmission Capacity Enhancements and Sub-Barrier Transmission Lines (August 15, 2025)
- 25.4 Town of Parry Sound – Delayed Opening of the Parry Sound JK – 12 Super School (August 13, 2025)

- 25.5 Town of Parry Sound – Support for Four-Laning of Highway from Parry Sound to Sudbury (August 12, 2025)
- 25.6 Corporation of the Municipality of West Nipissing – Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest (August 12, 2025)
- 25.7 Township of West Lincoln – Endorse the Development of a Code of Conduct for Human Trafficking Prevention in Niagara Region (August 12, 2025)
- 25.8 Township of West Lincoln – Support of H.E.R. Elect Respect Campaign (August 12, 2025)
- 25.9 Near North District School Board – Update on Parry Sound JK-12 School Construction (August 13, 2025)
- 25.10 Ministry of Natural Resources – Proposed regulations to support the implementation of the proposed *Geologic Carbon Storage Act, 2025*, if passed by the Legislature (August 13, 2025)
- 25.11 The Corporation of the Township of Larder Lake – Resolution – Support Making the NORDS Pilot Program Permanent and Expanding Program Eligibility (August 13, 2025)
- 25.12 The Corporation of the City of North Bay – Resolution – Strongly urges the Government of Ontario to make the NORDS program a permanent fixture of its support to Northern municipalities (August 13, 2025)
- 25.13 Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) – Karlee Britton – Graduate of AMCTO'S Diploma in Municipal Administration

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

**27. CONFIRMING BY-LAW**

- 27.1 By-law 2025-49 - 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.





# Township of McKellar Staff Report

**Prepared for:** COUNCIL

**Department:** TREASURY

**Agenda Date:** September 02, 2025

**Report No:** T-2025-06

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**Subject:                   Renewal of 2025-2026 Municipal Insurance Policy**

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## **Recommendation:**

That the Council of the Township of McKellar reviewed and accept the renewal of insurance received from Intact Public Entities and CFC.

## **Background / Discussion:**

Every year, insurance companies determine renewal premiums based on several factors, including our assets, current market conditions, and liability claims. For the township of McKellar, the renewal premium from Intact Public Entities is \$141,857, plus taxes, reflecting a 21.54% increase from the previous term. One of the reasons for this increase is the inclusion of municipal insurance for all bridges. If we exclude the premium for bridges, the increase is reduced to 6.30%.

Over the past five years, public sector premium renewals have generally ranged from 10% to 30%. However, the hard market has softened somewhat and has stabilized recently. Most of the premium increases can be attributed to the property portion of the program, mainly due to the loss ratio.

Additionally, there is a separate cost for Cyber Insurance, which is not part of the Intact Public Entities coverage. The quote for \$3 million in cyber insurance coverage is \$6,315. Cyber insurance operates in a unique market, with only a few companies offering this type of coverage. As cyberattacks become increasingly common, organizations often find themselves without essential services and sensitive data. A cyber insurance policy covers both first- and third-party losses resulting from a cyberattack, including data breach response, legal liability, system restoration, and ransomware payments. It also provides access to expert support during incidents, helping organizations minimize losses quickly.

## **Budget Implication:**

The 2025 budget has earmarked \$121,000 for municipal insurance, reflecting a commitment to safeguarding community assets. This renewal covers essential areas, including premiums for bridge insurance and cyber insurance to protect against digital threats. However, the estimated actual cost is projected to reach \$127,918,

resulting in a variance of \$6,918. This difference will be addressed by reallocating funds from the Hurdville Bridge budget, ensuring that all necessary coverage is maintained without compromising other projects.

**Applicable Policy/Legislation:**

By-Law 2019-44 Procurement of Goods and Services Policy

**Conclusion:**

The Council of the Township of McKellar does hereby accept the proposal of Intact Public Entities to provide insurance coverage in the amount of \$141,857 plus applicable taxes and insurance coverage from CFC for \$6,315.

**Respectfully submitted by:**



**Roshan Kantiya**

**Treasurer**



**Karlee Britton**

**Clerk/Administrator**





# 2025 Municipal Insurance Program Corporation of the Township of McKellar

Renewal Report for the Policy Term September 19, 2025 to September 19, 2026

In Partnership with:  
Samantha Elliott, C.A.I.B. (Hons), R.I.B. (Ont), B.A.  
BROKERLINK  
o/b Canada Brokerlink (Ontario) Inc.  
24 William Street  
Parry Sound, ON P2A 1V1

Submitted by: Intact Public Entities Inc.  
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Prepared by:  
Jason Gervais, CRM, C.Tech, R.I.B. (Ont.)  
Regional Manager

Ref 27 August 2025  
47575/gmm





# How to Report a Claim

## Steps you need to take to report a claim:

1. During business hours please **call your broker** (if applicable) or **IPE** at 1-800-265-4000 or email at [mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca).
2. For **legal expense claims** please call **ARAG** at 1-855-953-1434.
3. For **automobile claims** please call IPE at 1-800-265-4000 or email at [mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca).
4. For **cyber incidents** please carefully review your cyber policy to identify the Subscribing Partner and their corresponding claims contact information.
5. **After hours**, please call 1-866-287-4971.

## Property Damage

Have you experienced property damage from a storm, flood, or fire? Have you found mould or asbestos? Call **On Side Restoration**, the IPE preferred vendor for your property restoration needs.

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entities

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On Side Restoration is Canada's leading property restoration firm with 45+ branches, from Victoria, BC to St. John's Newfoundland and Labrador. For over 45 years, On Side has been restoring damaged homes and businesses 24-hours a day, 365 days a year.

**CALL US DAY OR NIGHT**



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[contactus@onside.ca](mailto:contactus@onside.ca)



[www.onside.ca](http://www.onside.ca)



# Update Your Records

## Paying Your IPE Insurance Policy

1. If paying electronically, update your payables system if necessary to reflect **IPE as a payee**. Information on adding IPE as a payee can be found with your monthly statement.
2. **Look for IPE**, not Intact Insurance in your payables system – we are separate companies.
3. IPE is a subsidiary of Intact Financial Corporation. Please continue to **submit payment to us** without amalgamating any payments to Intact Insurance.
4. **We have our own payment terms and methods** that may be different than Intact Insurance. We cannot transfer payments between companies if misapplied. Amalgamating payments may result in the accrual of late fees on your account.
5. **Please see your policy for IPE's banking information.**
6. For all **finance inquiries** please email [finance@intactpublicentities.ca](mailto:finance@intactpublicentities.ca).

# About IPE

IPE is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives IPE the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. IPE is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about IPE visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

IPE is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

IPE is a licence-holder through the Registered Insurance Brokers of Ontario (RIBO) and in multiple jurisdictions across Canada, and as such we are required to disclose our professional duties and obligations to you as a current or potential client. Learn about our principles of conduct, how we are compensated by the insurers we represent, and see our privacy policy by reviewing the following:

[Code of Consumer Rights and Responsibilities](#)

[CISRO Code of Conduct for Insurance Intermediaries and Fact Sheet – About Your Registered Insurance Broker](#)

[Broker Compensation Disclosure](#)

[Our Privacy Promise](#)

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

#### New Products & Services

Cyber Risk Insurance  
Fraudulently Induced Transfer  
Road Reviews  
Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share  
Leader in Ontario**



**First Municipal Client  
The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for IPE to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



**MGA  
Advantage**



**Risk Management  
Services**



**Claims Management  
Services**

\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.



# Best in Class Value Added Services

IPE offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

## Advocacy & Municipal Association Support

IPE employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

IPE advocates and supports your public entities across the country.



## Risk Management

### Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

### Roads & Sidewalks

#### Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

#### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

#### Driver Education

Fleets and individual drivers can receive comprehensive driver education through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

#### Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

#### MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Good Roads.

## **Municipal Education**

We develop and provide customized sessions on specific risk issues for your municipality. These customized sessions can be tied to a claims review, documentation review, policy & procedure review or any risk issue facing your municipality.

We provide training on any topic of your choosing and can be offered either in-person or virtually. The sessions will be developed and delivered by specialists in the field and are recorded and made available to you so your managers can use them at any time to train new staff or as a refresher for existing staff.

## **Reviews & Analysis**

### **Contract Reviews**

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

### **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

## **Risk Management Centre of Excellence**

The IPE [Risk Management Centre of Excellence](#) is an online resource that provides clients with the information and tools needed to manage a myriad of risk issues. The Centre of Excellence is the hub for articles, information, case studies, and useful templates that can transform your municipality's risk management results. The Centre of Excellence is available 24/7 and is continually updated with timely and relevant content.

# Claims Services

## Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

## In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

## Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

## Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

## Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

## Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	10,000	15,000,000 Per Occurrence No Aggregate
Voluntary Medical Payments	Nil	50,000 Per Person 50,000 Per Accident
Voluntary Property Damage	Nil	50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees	Nil	50,000 Each Person 250,000 Annual Aggregate
Voluntary Compensation – Volunteers	Nil	50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	10,000 Per Claimant	
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form Retroactive Date: September 19, 2022	10,000	2,000,000 Per Claim 2,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	1,000	250,000
Environmental Liability (Claims Made Form)	10,000	3,000,000 Per Claim 5,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

### Follow Form – Excess Liability Coverage Description

(\$) Limit of Insurance

<b>Excess Limit</b>	10,000,000
<b>Underlying Policy</b>	<b>(\$) Underlying Limit</b>
General Liability	15,000,000
Abuse Exclusion Applies	
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000
Owned Automobile	15,000,000

**Total Limit of Liability (\$) 25,000,000**

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)		1,000,000
Loss Inside the Premises (Broad Form Money & Securities)		200,000
Loss Outside the Premises (Broad Form Money & Securities)		200,000
Audit Expense		200,000
Money Orders and Counterfeit Paper Currency		200,000
Forgery or Alteration (Depositors Forgery)		1,000,000
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)		200,000

### Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured: Mayor and Four (4) Councillors		
Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
24 Hour Coverage Endorsement		Included
Firefighters': Persons Insured Twenty- Eight (28) Firefighters		
Firefighters' Accidental Death & Dismemberment		100,000
Paralysis		200,000
Weekly Income – Total Loss of Time		400
Weekly Income – Partial Loss of Time		200

### Conflict of Interest

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses	Nil	100,000 Per Claim No Aggregate

### Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost	Nil	100,000 500,000 Aggregate

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Property

**Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.**

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	10,000	RC	11,086,894
Scheduled Items	10,000		781,398
Coverage, Deductible and Basis of Settlement as per Schedule			
Excluded Item or Locations	Refer to Schedule		Refer to Schedule
<b>Property Supplemental Coverage</b>			
(Included in the Total Sum Insured unless otherwise specified in the wording)			
Building By-laws	10,000		5,500,000
Building Damage by theft	10,000		Included
Debris Removal	10,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	10,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	10,000		90 Days
Expediting Expense	10,000		Included
Fire or Police Department Service Charges	10,000		Included
First Party Pollution Clean-up	10,000		1,000,000
Fungi and Spores	10,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	10,000		Included
Furs and Jewellery	10,000		25,000
Inflation Adjustment	10,000		Included
Live Animals Birds or Fish	10,000		25,000
Newly Acquired Property	10,000		1,000,000
Professional Fees	10,000		Included

Property and Unnamed Locations	10,000	Included
Property Temporarily Removed Including while on Exhibition and during Transit	10,000	Included
Recharge of Fire Protection Equipment Expense	10,000	Included
Sewer Backup and Overflow	10,000	Included
<b>Municipal &amp; Public Administration Extension Endorsement</b> (In Addition to the Total Sum Insured unless specifically scheduled in the wording)		
Accounts Receivable	10,000	500,000
Bridges and Culverts	10,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	10,000	100,000
Buildings in the Course of Construction Reporting Extension	10,000	1,000,000
By Laws – Governing Acts	10,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	10,000	Included
Off Premises	10,000	1,000,000
Cost to Attract Volunteers Following a Loss	10,000	10,000
Docks, Wharves and Piers	10,000	100,000
Errors and Omissions	10,000	Included
Exterior Paved Surfaces	10,000	50,000
Extra Expense	10,000	500,000
Fine Arts		
At Insured's Own Premises	10,000	50,000
On Exhibition	10,000	500,000
Fundraising Expenses	10,000	10,000
Green Extension	10,000	50,000
Growing Plants		
Any One Item	10,000	1,000
Per Occurrence	10,000	100,000
Ingress and Egress	10,000	Included
Leasehold Interest	10,000	25,000
Master Key	10,000	25,000
Peak Season Increase	10,000	25,000
Personal Effects	10,000	25,000
Property of Others	10,000	100,000
Rewards: Arson, Burglary Robbery and Vandalism	10,000	25,000
Signs	10,000	Included
Vacant Property	10,000	1,000,000
Valuable Papers	10,000	500,000



<b>Business Interruption</b>		
Rent or Rental Value	10,000	500,000
Profits	10,000	100,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion		
<b>Earthquake Coverage</b>		
Earthquake Coverage	3% Minimum \$100,000	Included
<b>Notes Applicable to Earthquake Coverage</b>		
<div><div>1.</div><div>Earthquake coverage applies to: all property insured unless it is specifically excluded. Specifically excluded property will be shown under <b>Changes to Your Insurance Program – Property</b> in this Report.</div></div> <div><div>2.</div><div>Deductible is applicable to each premises.</div></div>		
Earthquake Aggregate – Applicable to All Provinces	"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "earthquake".	
<b>Flood Coverage</b>		
Flood Coverage	\$ 25,000	Included
<b>Notes Applicable to Flood Coverage</b>		
<div><div>1.</div><div>Flood coverage applies to: all property insured unless it is specifically excluded. Specifically excluded property will be shown under <b>Changes to Your Insurance Program – Property</b> in this Report.</div></div> <div><div>2.</div><div>Deductible is applicable to each premises.</div></div>		
Flood Aggregate – Applicable to All Provinces	"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "flood"	
<b>Other Endorsements</b>		
Bridges	10,000	11,695,900
Fine Arts	2,500	23,100

**(\$) Total Amount of Insurance      26,457,292**

RC = Replacement Cost   ACV = Actual Cash Value   VAL = Valued

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	2,500	50,000,000 Per Accident
Extra Expense	24 Hours	500,000
Consequential Damage	2,500	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption	24 Hours	25,000
Public Relations Coverage		10,000
Loss of Profits	24 Hours	100,000
Gross Rents	24 Hours	500,000

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy

### Direct Compensation – Property Damage

*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.	2,500
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### Loss or Damage\*\*

Specified Perils (excluding Collision or Upset)

Comprehensive (excluding Collision or Upset)

Collision or Upset

All Perils	VRS	Included
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### Endorsements

Fire Department Vehicles	Included
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Replacement Cost	Included
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#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)	Included
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#21B - Blanket Fleet Coverage	No Annual Adjustment
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\* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.

### Account Premium

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 116,714	Total Annual Premium (Excluding Taxes Payable)	\$ 141,857
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\*Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply.

The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

# Cost Analysis

	Expiring Program Term	Renewal Program Term
<b>Casualty</b>		
General Liability	\$ 46,795	\$ 49,135
Errors and Omissions Liability	4,277	4,491
Non-Owned Automobile Liability	162	162
Environmental Liability	3,746	4,121
Crime	879	879
Board Members Accident	968	968
Firefighters' Accident	1,515	1,515
Conflict of Interest	324	324
Legal Expense	1,107	1,149
<b>Property</b>		
Property	24,173	45,308
Equipment Breakdown	1,306	1,345
<b>Automobile</b>		
Owned Automobile	28,740	29,602
<b>Excess</b>		
Follow Form- 1 <sup>st</sup> layer	2,722	2,858
<b>Total Annual Premium</b>	\$ 116,714	\$ 141,857
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. Please be advised of the following changes to your insurance program that now apply:

## Community Safety and Policing Act, 2019 (CSPA)(Ontario) Changes

- The West Parry Sound O.P.P. Detachment Board is excluded in its entirety.

## Automobile Policy

- The OPCF 21B Auto Endorsement 50/50 will be converted to No Annual Adjustment at renewal.

## Property Policy

### Building Values Increased

- Building values have been increased in order to reflect inflationary trends.

# Program Options

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

## Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

## Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

## Property Coverage – Income Replacement

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.



## Description of Coverage

IPE offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow, providing a summary of coverage. Highlight pages may include a description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2025 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Municipal Liability Coverage Highlights

## Overview

We are specialists at insuring Municipal & Public Administrations. Our liability wording has been specially designed to meet the unique needs of these types of risks.

## Coverage

- Limits up to \$50,000,000 Available.
- Occurrence coverage with No General Aggregate.
- Territory – World-wide for all coverage.
- Products and Completed Operations – liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage - broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the Insurer or not.
- Products Liability - legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability - full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

## Common Endorsements

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

## Coverage is Provided for Unique Exposures

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.



# Municipal & Public Administration Errors and Omissions Liability Coverage Highlights

## Municipal & Public Administration Errors and Omissions Insurance

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Municipal & Public Administration Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. E&O focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

### Features

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<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
<b>No Annual Aggregate</b>	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
<b>Claims Made Policy</b>	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

### Coverage Is Provided For Unique Exposures

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<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
<b>Other Specialists and Services</b>	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

# Non-Owned Automobile Coverage Highlights

## Overview

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Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

## Features

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### SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

### SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

### Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

### Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

### SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

## Additional Information

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Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

# Environmental Coverage Highlights

## Overview

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Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third-party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the Insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third-party damage whether pollutants are released on land, into the atmosphere or in the water.

## Features

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### Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

- Worldwide territory.

### Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

## Additional Information

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Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

# Crime Coverage Highlights

## Overview

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

### Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.

## Features of Our Standard Crime Coverage

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

### Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

### Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

### Money Orders and Counterfeit Paper Currency

#### Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

### Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

### Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

# Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## Accident Reimbursement - \$15,000

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## Transportation/Accommodation

### (When Treatment Is Over 100km From Residence)

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

## Home Alternation and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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## Seatbelt Dividend

10% of Principal Sum	\$25,000
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## Funeral Expense

Benefit for loss of life	\$10,000
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### Identification Benefit

Benefit for loss of life	\$5,000
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### Eyeglasses, Contact Lenses and Hearing Aids

When Insured requires these items due to an accident.	\$3,000
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### Convalescence Benefit – Per Day

Insured Coverage	\$100
One Family Member Coverage	\$50

### Workplace Modification Benefits

Specialized equipment for the workplace.	\$5,000
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### Elective Benefits

#### Complete Fractures

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

### Aggregate Limit

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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### Coverage Extensions

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

### Additional Information

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

# Firefighters' Accidental Death and Dismemberment Coverage Highlights

## Overview

This coverage applies to injury while the insured Person is on duty as a firefighter on behalf of the Insured. On duty means: actually on duty as a firefighter, ambulance driver or attendant, including responding directly to and returning directly from a fire, an emergency alarm or request; participating in rescue operations, emergency medical activities, training, drills, parades, fund-raising events, approved meetings and conventions, and tests or trials of firefighting or ambulance equipment, including while travelling directly to or returning directly from any of the activities specified.

## AD&D and Paralysis Limits

Accidental Death or Dismemberment (including loss of life and heart attack coverage)	<b>Option of:</b>
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000
Permanent Total Disability - Accidental Death and Dismemberment Limit	\$200,000

## Weekly Indemnity

Total Loss of Time	\$400
Partial Loss of Time	\$200

## Accident Reimbursement - \$10,000

Various expenses (e.g. private hospital room, services of Chiropractor, Physiotherapist, prescription drugs etc.).

## Additional Coverage

Dental Expenses	\$1,000
Rehabilitation	\$10,000
Repatriation	\$10,000
Dependent Children's Education	\$7,500 Per Child
Dependent Children's Day Care	\$7,500 Per Child
Spousal Occupational Training	\$10,000
Transportation/Accommodation	\$10,000
Home Alteration/Vehicle Modification	\$10,000
Seatbelt Dividend	\$10,000
Funeral Expenses	\$10,000
Eyeglasses, contact lenses and hearing aids	\$2,000

## Heart or Circulatory Malfunctions

If an Insured person suffers from heart or circulatory malfunctions while on duty weekly indemnity coverage or loss of life coverage is payable.	\$100,000
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## Infectious Disease, HIV Benefit, Permanent Disfigurement from Burns

If an Insured person sustains any of the above while on duty coverage is extended to pay a benefit.	\$100,000
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## Additional Information

- Coverage is applicable when an accident occurs when an Insured is on duty as a firefighter.
- Loss of life payments up to 365 days from date of Accident.
- No Age Restriction.
- Coverage extends to automatically replace new volunteer firefighters without being specifically named on the policy.

# Conflict of Interest Coverage Highlights

## Overview

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Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

## Features

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Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

## Coverage Description

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Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

## Additional Information

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Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).



# Legal Expense Coverage Highlights

## Coverage Features

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We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

## Broad Core Coverage

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The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

## Optional Coverage

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In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

## Limits and Deductibles

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- Coverage is subject to a Per Claim and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

## Exclusions

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- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.  
\* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

## Telephone Legal Advice and Specialized Legal Representation

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- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

## Client Material and Wallet Card

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- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Property Coverage Highlights

## Overview

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Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The IPE property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

## Features and Benefits

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Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with IPE).
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement up to five years in age. For years 6 to 15 coverage will be amended to scheduled, Replacement Cost value. Any Contractors Equipment over 15 years will be amended Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment).
- Flood and Earthquake coverage are available.

## Supplemental Coverage Under the Base Property Wording

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The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- |   |   |
|---|---|
| • Building Bylaws   | • Furs, Jewellery and Ceremonial Regalia  |
| • Building Damage by Theft  | • Inflation Adjustment  |
| • Debris Removal Expense  | • Live Animals, Birds or Fish   |
| • Electronic Computer Systems   | • Newly Acquired Property   |
| • Expediting Expense  | • Professional Fees   |
| • Fire or Police Department Service Charges   | • Property at Unnamed Locations   |
| • First Party Pollution Clean-Up Coverage   | • Property Temporarily Removed including while on Exhibition and during Transit |
| • Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss) | • Recharge of Fire Protective Equipment   |
|   | • Sewer Back Up and Overflow  |

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

## Municipal & Public Administration Extensions of Coverage Endorsement

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Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

# Equipment Breakdown Advantage Highlights

## Overview

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Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover.

Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment. Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

## Features

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Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

**Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 2500 metres of the location.

**Data Restoration:** The restoration of data that is lost or damaged due to a covered loss.

**By laws:** The additional costs to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations or Civil Authority

## Coverage Automatically Includes:

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**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

**Off Premises Objects:** Extends coverage to transportable equipment anywhere in North America.

**Brands and Labels:** Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

**Equipment Upgrade:** Pays for any increase in the replacement of new equipment that is capable of performing the same functions that may include technological improvements, 25% max of \$250,000.

**Selling Price:** Pays for regular cash selling price at the time of loss of such manufactured products or merchandise at the location

## Other Benefits

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**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

## Additional Information

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Intact automatically provides inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

# Owned Automobile Coverage Highlights

## Overview

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We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

## Features

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### Third Party Liability Coverage:

- Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

### Standard Statutory Accident Benefits Coverage:

- We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

### Optional Statutory Accident Benefits Coverage - Available upon request

- Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

### Direct Compensation Property Damage:

- Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

### Physical Damage Coverage:

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value. Refer to Owned Automobile Replacement Cost Coverage Highlights page for details on Replacement Cost Coverage.

## Additional Information

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### Blanket Fleet Endorsement:

- Coverage may be provided on a blanket basis under the 21B – Blanket Fleet Endorsement. When this endorsement is attached to the policy, premium adjustment is done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on policies with this blanket cover.

### Single Loss:

- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically “follows” the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

## Coverage Specifics

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- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the applicable form applies for any automobile coverage.
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements.



## Program Options Highlights of Coverage

IPE offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow, providing a summary of coverage. Highlight pages may include a description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.



# Crime Coverage Options

## **Extortion Coverage (Threats to Persons and Threats to Property)**

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Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### **Threats to Person:**

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### **Threats to Property:**

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## **Pension or Employee Benefit Plan Coverage**

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Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## **Residential Trust Fund Coverage (for Select Classes of Business Only)**

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- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## **Credit Card Coverage**

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Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## **Client Coverage (Third Party Bond)**

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Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## **Fraudulently Induced Transfer Coverage**

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Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

# Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

## Overview

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Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

## Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

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Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

## Fraudulently Induced Transfer Endorsement Features

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- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

## Limits and Deductible

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The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's. Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover RPAS. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

---

- Property: (Optional Coverage).
- All Risk Coverage for the RPAS including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless RPAS remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- RPAS must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the RPAS or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the RPAS or the equipment.

## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to RPAS.
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage RPAS 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

# Claims Exhibit

**IMPORTANT:** This claims report is prepared by Intact Public Entities for the sole and exclusive use of Intact Public Entities, the Insured and, where applicable, their broker and may not be relied upon by any other party. By receipt of this information the Insured and their broker acknowledge their responsibility for keeping this information *strictly confidential*. Neither Intact Public Entities nor its representatives shall be liable, either directly or indirectly, for any loss, damage, injury or costs suffered or incurred by the Insured or any other party arising or alleged to have arisen by the reliance on this report, outside of Intact Public Entities. Intact Public Entities is not responsible for any changes or alterations to this report from its original form or content. For further information, please refer to your policy.

**WARNING:** Claim reserves by their nature are estimates only and are subject to change. Casualty claims can be complex and can take many years to reach resolution. Over that time it is not unusual for claims costs to escalate, sometimes dramatically, from current estimates. Further, for many reasons liability claims are often reported after a policy year has ended - sometimes years later. Therefore, this report is likely not a complete or final view of the ultimate incurred claims for this Insured.

Classification of Claim	Year	Number	Incurred Amount *
1. Liability			
	2015-2016	0	\$ 0
	2016-2017	1	129,694
	2017-2018	0	0
	2018-2019	0	0
	2019-2020	1	0
	2020-2021	0	0
	2021-2022	0	0
	2022-2023	0	0
	2023-2024	0	0
	2024-2025	0	0
	<b>TOTAL</b>	2	\$ 129,694
2. Environmental Liability			
	2015-2016	0	\$ 0
	2016-2017	0	0
	2017-2018	0	0
	2018-2019	0	0
	2019-2020	0	0
	2020-2021	1	0
	2021-2022	0	0
	2022-2023	1	49,986
	2023-2024	0	0
	2024-2025	0	0
	<b>TOTAL</b>	2	\$ 49,986

Classification of Claim	Year	Number	Incurred Amount *
3. Automobile			
	2015-2016	0	\$ 0
	2016-2017	0	0
	2017-2018	0	0
	2018-2019	1	12,749
	2019-2020	0	0
	2020-2021	0	0
	2021-2022	0	0
	2022-2023	0	0
	2023-2024	1	12,142
	2024-2025	0	0
	<b>TOTAL</b>	2	\$ 24,891

4. Property Buildings/Contents			
	2015-2016	0	\$ 0
	2016-2017	0	0
	2017-2018	0	0
	2018-2019	0	0
	2019-2020	0	0
	2020-2021	0	0
	2021-2022	1	64,775
	2022-2023	1	84,965
	2023-2024	0	0
	2024-2025	0	0
	<b>TOTAL</b>	2	\$ 149,720

\* INCURRED AMOUNT - Includes all payments plus outstanding reserves plus expenses, less any deductible applying.

# EXHIBIT “A”

## Estimate of Values

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The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities Inc. and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities Inc., significant interference with its competitive position and/or cause it undue loss. TM & © 2023 Intact Public Entities Inc. and/or its affiliates. All Rights Reserved.

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Bridges

PROPERTY INSURED		DEDUCTIBLE	BASIS OF SETTLEMENT	LIMIT OF INSURANCE
UNSPECIFIED LOCATION				
44	MISCELLANEOUS BRIDGES UNDER 100 FT	10,000	Replacement Cost	10,000
45	HURDVILLE BRIDGE 26M LONG	10,000	Replacement Cost	1,642,900
46	INHOLMES BRIDGE - TRAVERSE LAMINATED TIMBER DECK 19M LONG	10,000	Replacement Cost	1,372,500
47	FORD BRIDGE 13M LONG	10,000	Replacement Cost	1,185,000
48	BROADBENT BRIDGE 17M LONG	10,000	Replacement Cost	1,256,300
49	GREY OWL BRIDGE 7M LONG	10,000	Replacement Cost	856,600
50	STEWART PARK BRIDGE 9M LONG	10,000	Replacement Cost	2,342,700
51	VETERAN MEMORIAL BRIDGE 36M LONG	10,000	Replacement Cost	3,029,900



# Why choose CFC cyber?

Find out why CFC's market-leading cyber insurance products are trusted by over 100,000 businesses around the globe to help protect them against cyber risk.

## Broad cyber coverage

Covering a range of attacks and incidents, including:

- ✓ **Unlimited reinstatements with nil deductible**, where you'll pay either none, or only single deductible, no matter how many cyber incidents we respond to.
- ✓ **Proactive cyber attack prevention** contractually embedded into the insurance product as a world first.
- ✓ **Business interruption** includes full limits for systems failure events, lost or missed bids, data recreation cover and emergency continuity costs.
- ✓ **Interim payments** for business interruption losses prior to the final adjustment.
- ✓ **Extensive crime coverage**, including invoice manipulation, theft of client funds and physical goods.
- ✓ **Affirmative coverage** for AI, contingent bodily injury, extortion response costs and more.

## Largest in-house incident response and claims team

- ✓ **+200 incident response experts** situated around the globe to offer 24x7x365 support.
- ✓ **Specifically trained** to triage, remediate and recover businesses from cyber attacks.
- ✓ **Regionally specialized claims team**—who have a deep understanding of your local jurisdiction.

## Cyber attack prevention services—as standard

Working to protect you from cyber attacks—helping to prevent a claim, before it happens.

- ✓ Starts the day you bind, working throughout the policy period.
- ✓ Included as standard, at no extra cost.
- ✓ Using a range of advanced cyber security tools and technology to identify threats and alert you to those that matter.

## 99.1% cyber claims acceptance rate\*

- ✓ Giving you the confidence and peace of mind that your largest business risk will be covered.
- ✓ Providing you with a comprehensive product that covers what it says it will.

## 25 years' cyber experience

- ✓ As one of the **longest running cyber providers**, you can trust we work to put your business first.
- ✓ The largest in-house cyber team in the market, who offer a **streamlined and efficient process** from underwriting and cyber security to incident response and claims.

\*Based on the last 12 months of cyber claims.

Not to be construed as an endorsement or recommendation of CFC by any affiliate of CFC. All products and services are provided by CFC. CFC is a member of the CFC Group.



# Cyber attack prevention and remediation

A CFC cyber policy offers protective services working to help prevent attacks from happening in the first place. If an incident does occur, our expert technical team will help get you back online, fast.

## Proactive cyber attack prevention

Working to protect you from cyber incidents.

We supplement your existing cyber security programme by assessing your businesses' attack surface to understand what we're protecting. Then work around the clock, seeking to identify threats and risks that could impact your businesses—only alerting you to those threats that matter.

Using a range of advanced cyber security tools:



### Threat intelligence

We partner with government and private threat intelligence organizations to receive and **analyze information about cyber threats** targeting your business.



### Threat hunting

Our cyber threat analysts **actively search the dark web** and hacker forums for compromised customer credentials and any other malicious activity.



### Vulnerability scanning

We actively **scan insureds for known vulnerabilities** and cyber risks that have a high correlation to claims.



### Real-time claims data

We use our own proprietary claims data to help **identify attack trends** and potential threats.

## Expert incident response and cyber claims

Helping to get you back online, fast.

If we alert you to malicious activity in your system, or you notify us of something, our in-house team are trained to:



### Triage

Once notified, **we'll be in touch within 15 mins\*** to assess the situation and identify the necessary resources to address the incident.



### Contain

Our team of cyber security engineers, forensic specialists and incident responders will **contain and remediate the incident**. If needed, we'll partner with third-party specialists.



### Recover

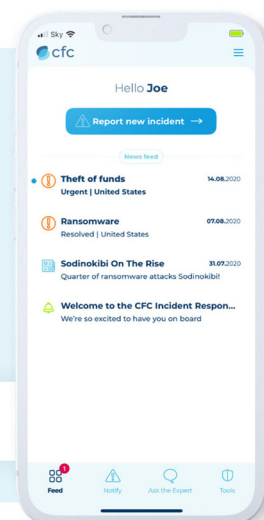
Once contained, our incident response and claims team work closely together to rebuild systems, reconstitute data and **get your business back up and running**.

## Response app

Our award-winning mobile app offers free exclusive cyber security tools and access to technical support 24/7. Helping you get the most out of our preventative and responsive cyber services.

- ✓ Most secure line of communication with our expert cyber security team.
- ✓ Fastest way to alert us of an incident.
- ✓ Receive personalized critical **cyber threat alerts**.

Download today to get the most out of your cyber policy.



\*For notifications that come through our app, Response or via phone.



## INDICATION OF TERMS

REFERENCE NUMBER:	5621970
COMPANY NAME:	Corporation of the Township of McKellar
TOTAL PAYABLE:	CAD6,315.00
Premium breakdown:	
Cyber & Privacy:	CAD4,800.00
Cyber Crime:	CAD1,220.00
Policy Administration Fee:	CAD295.00
BUSINESS OPERATIONS:	Local Government
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
AGGREGATE DEDUCTIBLE:	CAD0.00 in the aggregate
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
TIME FRANCHISE:	8 hours
WORDING:	Cyber Proactive Response v4.0
ENDORSEMENTS:	Regulatory Statement (CAN) Schedule Of Information Notice Concerning Personal Information Code Of Consumer Rights And Responsibilities Ontario Commercial Liability Notice Service of Suit Clause
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	11 Jun 2025
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
ADDITIONAL NOTES:	
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Brandon Truesdell

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES



## DECLARATIONS

### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

#### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: CAD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

### INSURING CLAUSE 2: CYBER CRIME

#### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: CAD250,000 each and every claim

#### SECTION B: INVOICE MANIPULATION

Limit of liability: CAD250,000 each and every claim

#### SECTION C: NEW VENDOR FRAUD

Limit of liability: CAD250,000 each and every claim

#### SECTION D: PHYSICAL GOODS FRAUD

Limit of liability: CAD250,000 each and every claim



#### SECTION E: THEFT OF PERSONAL FUNDS

Limit of liability:	CAD250,000	each and every claim
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#### SECTION F: CORPORATE IDENTITY THEFT

Limit of liability:	CAD250,000	each and every claim
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#### SECTION G: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	CAD250,000	each and every claim
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#### SECTION H: THEFT OF CLIENT FUNDS

Limit of liability:	CAD50,000	each and every claim
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#### SECTION I: CUSTOMER PAYMENT FRAUD

Limit of liability:	CAD50,000	each and every claim
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#### SECTION J: TELEPHONE HACKING

Limit of liability:	CAD250,000	each and every claim
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#### SECTION K: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	CAD250,000	each and every claim
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#### INSURING CLAUSE 3: CYBER EXTORTION

Limit of liability:	CAD3,000,000	each and every claim
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#### INSURING CLAUSE 4: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

##### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	CAD3,000,000	each and every claim
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##### SECTION B: HARDWARE REPLACEMENT COSTS

Limit of liability:	CAD3,000,000	each and every claim
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##### SECTION C: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	CAD3,000,000	each and every claim
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##### SECTION D: EMERGENCY AND ADDITIONAL OPERATIONAL CONTINUITY COSTS

Limit of liability:	CAD100,000	each and every claim
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#### SECTION E: VOLUNTARY AND REGULATORY SHUTDOWN

Limit of liability: CAD3,000,000 each and every claim

#### SECTION F: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: CAD3,000,000 each and every claim

#### SECTION G: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: CAD3,000,000 each and every claim

#### SECTION H: LOST OR MISSED BIDS

Limit of liability: CAD3,000,000 each and every claim

#### SECTION I: CLAIM PREPARATION COSTS

Limit of liability: CAD25,000 each and every claim

#### INSURING CLAUSES 5 AND 7 - 9 COMBINED

Aggregate limit of liability: CAD3,000,000 in the aggregate

#### INSURING CLAUSE 5: NETWORK SECURITY & PRIVACY LIABILITY

##### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

##### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

##### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

##### SECTION D: REGULATORY FINES, PENALTIES AND INVESTIGATION COSTS

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

##### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

##### SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability: CAD250,000 in the aggregate, including **costs and expenses**



## INSURING CLAUSE 6: CRIMINAL REWARD COVER

Limit of liability: CAD100,000 each and every claim

## INSURING CLAUSE 7: MEDIA LIABILITY

### SECTION A: DEFAMATION

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: CAD3,000,000 in the aggregate, including **costs and expenses**

## INSURING CLAUSE 8: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

## INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: CAD100,000 in the aggregate



## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/). Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [complaints@cfc.com](mailto:complaints@cfc.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
11th Floor, 8 Bishopsgate  
London EC2N 4BQ  
United Kingdom

We will aim to acknowledge your complaint within 2 business days following receipt and will aim to respond to your complaint within 20 business days.

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's Canada Inc. The contact details are as follows:

Complaints Officer,  
Royal Bank Plaza South Tower  
200 Bay Street  
Suite 2930  
PO Box 51  
Toronto  
Ontario M5J 2 J2.  
Tel: 1-877-455-6937  
Email: [info@lloyds.ca](mailto:info@lloyds.ca)



If you remain dissatisfied after Lloyd's Canada Inc. has considered your complaint, you may have the right to refer your complaint to the following organisations:

General Insurance OmbudService (GIO) – assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

Website: <https://giocanada.org/>

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) – provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor,  
Ottawa  
ON K1R 1B9

Tel: 1-866-461-3222 (Services in English)

Tel: 1-866-461-2232 (Services in French)

Website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

For clients based in Quebec only:

Autorité des marchés financiers (AMF)- The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaints protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action is appropriate and if both parties agree to it. The AMF can be reached at:

Toll free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.





The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfc.com](mailto:dataprotection@cfc.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



## OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

- a. is separate from and in addition to the premium stated in the [Declarations page](#);
- b. is not subject to any tax that would otherwise be applied to the premium; and
- c. constitutes a separate agreement between the Insured stated in the [Declarations page](#) and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy.



## SCHEDULE OF INFORMATION

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Corporation of the Township of McKellar

WITH EFFECT FROM: -

The information stated below has been provided to **us** as part of **your** application for this Policy. It is important that this information is correct as **we** may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact **us** as soon as is reasonably practicable.

1. Company web address: [www.mckellar.ca](http://www.mckellar.ca)
2. Number of employees: 50
3. Annual revenue: CAD7,000,000
4. **You** have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than CAD10,000
5. **You** have not had any legal action brought or threatened against **you** in the last five years as a direct result of a **cyber event**
6. **You** have not had any regulatory action initiated against **you** in the last five years as a direct result of a **cyber event**
7. **You** are not involved in the direct supply of goods or services to the cannabis industry, nor are **you** involved directly with the use or supply of cryptocurrency

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her agreement to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorized by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataires, and to certain non-related or unaffiliated organizations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

To obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca) who will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@lloyds.ca](mailto:info@lloyds.ca).



## CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

### RIGHT TO BE INFORMED

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### RESPONSIBILITY TO ASK QUESTIONS AND SHARE INFORMATION

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

### RIGHT TO COMPLAINT RESOLUTION

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

### RESPONSIBILITY TO RESOLVE DISPUTES

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.



#### RIGHT TO PROFESSIONAL SERVICE

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

#### RIGHT TO PRIVACY

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.



## ONTARIO COMMERCIAL LIABILITY NOTICE

Notice to Insureds:

Pursuant to the

Freedom Of Information and Protection Of Privacy Act,

R.S.O. 1990, c.F.31 (as amended)

### IMPORTANT

The notice below applies to insurance contracts containing non automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

### LEGAL AUTHORITY FOR COLLECTION

Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

Principal purpose for which personal information is intended to be used Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

The Public Official who can answer questions about the collection is:

Manager, Statistical Services

Financial Services Regulatory Authority of Ontario

5160 Yonge Street, 17th Floor

Box 85

North York, Ontario M2N 6L9

Telephone: (416) 250-7250

Fax: (416) 590-7070

FOI (11/1999)



## SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Corporation of the Township of McKellar

WITH EFFECT FROM: -

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**





## 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: <u>Amy Black</u>	
Address: <u>38 Waukegan St. Pamy Sound, ON P2A1C2</u>	
Phone: <u>705-346-1408</u>	Home _____ Cell _____ Business _____
Name of person requesting appearance: <u>Amy Black &amp; Shane Reynolds</u> (if different from the person preparing the request)	
Phone: _____ Home _____ Cell _____ Business _____	
Name of Group or Person(s) being represented (if applicable) <u>Parents for Pamy Sound</u>	
Meeting Date requested to appear before Council <u>Sept 16, 2025</u>	
Subject Matter of Deputation: <u>Delays &amp; Lack of communication/Transparency from the NND SB Tk-12 opening delay.</u>	
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>Amy Black</u>	Date: <u>Aug 24, 2025</u>

**August 24, 2025**

**To: McKellar Township**

Mayor David Moore, Councillor Morley Haskim, Councillor Mike Kekkonen,  
Councillor Nick Ryeland & Councillor Debbie Zulak



**CC:** Mary Smith – Deputy Clerk

**Call to Action – Support for Parry Sound Students & Families**

**From: Parents for Parry Sound**

We are asking our municipal leaders to take the following actions immediately in support of our students, families, and community:

1. **Formally pass a resolution** supporting the NNDSB trustee motion calling for Ministry of Education intervention and investigation into the Near North District School Board's JK-12 Parry Sound Superschool situation.
  - *BE IT RESOLVED that the Board of Trustees of the NNDSB direct the Chair to formally send a letter to the Minister of Education requesting that the Ministry immediately conduct an investigation into the governance and senior administrative practices of the NNDSB, including but not limited to: the provision (or withholding) of operational and financial information to trustees; decision-making processes within senior administration; the adequacy of structures enabling trustees to exercise their oversight role; and any systemic or structural barriers that may be preventing the Board of Trustees from fulfilling its statutory responsibilities.*
  - *BE IT FURTHER RESOLVED that this letter be shared publicly immediately after sending and included in the official minutes of the next (September 2025) Board meeting as being sent.*
2. **Send a letter to the Ministry of Education** urging urgent action, emphasizing the local impact of failed governance, the lack of communication, and the breakdown of the Board's contingency plan.
3. **Advocate on behalf of families** to ensure full transparency, accountability, and public communication from the NNDSB and the Ministry regarding next steps.

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**Our community cannot afford to wait. Our children's education, safety, and well-being must be the top priority.**

We ask for your leadership today so that together, we can protect the future of students in Parry Sound and surrounding areas.

**Signed,**

Vicki Christie, Shane Reynolds & Amy Black  
Parents for Parry Sound



# Township of McKellar

## Report to Council

**Prepared for:** Mayor & Council

**Department:** Administration

**Date:** September 2, 2025

**Report No:** ADMIN-2025-14

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**Subject: Draft Procurement By-law 2025**

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### Recommendation:

Be It Resolved That the Council of the Corporation of the Township of McKellar does hereby receive Report ADMIN-2025-14 and the draft Procurement By-law, for information and review.

### Background:

The Township's current Procurement By-law was last updated in 2019. As part of the review process, staff examined six of the seven West Parry Sound Municipalities' Procurement By-laws. The comparison showed that while some By-laws have been recently updated, others remain outdated, with the Township's current version falling in the mid-range of recency.

### Analysis:

Proposed amendments to the Procurement By-law focus on modernizing and improving efficiency, while maintaining fairness and transparency. Key changes include:

- Increasing the financial ranges for initiating quotes and tenders, reflecting the rising costs of goods and services since 2019.
- Allowing the Township to participate in cooperative purchasing programs, such as [Canoe Procurement Canada](#). This provides access to competitive global pricing for items like heavy equipment and grass-cutting mowers, while still supporting local dealers through service and supply.
- Introducing the option for vendors to submit tenders electronically. This modern approach responds to vendor feedback and enhances accessibility. A dedicated, secure Township email account would be created to ensure confidentiality until the official closing date.

### Financial:

While the proposed changes do not directly impose new costs, the expanded purchasing options and cooperative opportunities could generate significant long-term savings.

### Policies Affecting Proposal:

The current procurement By-law 2019-44

### Conclusion:

The proposed updates to the Procurement By-law reflect current market realities, streamline procurement practices, and align the Township with modern purchasing standards. These changes will improve operational efficiency, enhance vendor participation, and support both cost savings and local economic benefits.

### Respectfully submitted by:

*Karlee Britton*

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Karlee Britton, Clerk/Administrator

**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NO. 2025-XX**

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**Being A By-Law to Define the Procurement of Goods  
and Services Policies and Procedures for the  
Corporation of the Township of McKellar**

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**WHEREAS** Section 5 (3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, states that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** Section 224, (b) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, requires the role of Council to include the development and evaluation of the policies and programs of the Municipality; and

**WHEREAS** Section 224, (d) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, specifies that it is the role of council to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council; and

**WHEREAS** Section 224, (d.1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, requires council to ensure the accountability and transparency of the operations of the Municipality, including the activities of the Senior Management of the Municipality; and

**WHEREAS** Section 270 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, requires Municipalities to adopt and maintain policies with respect to the procurement of goods and services;

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

**1. PURPOSES, GOALS AND OBJECTIVES OF THIS BY-LAW**

1.01 The purposes, goals and objectives of this by-law and of each of the methods of procurement authorized herein are to:

- (a) encourage competition among suppliers;
- (b) maximize savings for taxpayers;
- (c) ensure service and product delivery efficiency and effectiveness and quality;
- (d) make service and product providers accountable to the municipality and the public;
- (e) provide the highest level of government service at the least possible cost;
- (f) ensure fairness among bidders;
- (g) ensure objectivity in the procurement process;
- (h) ensure openness, accountability and transparency, to the extent possible, while protecting the financial best interests of the municipality;
- (i) obtain the best value for the municipality when procuring goods and services;
- (j) encourage the purchase of goods, services, or construction which are environmentally preferred;
- (k) incorporate the requirements of the [Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32](#) with the purchase of goods, services, or construction; and



- (l) avoid conflicts among the interests of the Corporation and those of the Corporation's employees and elected officials.

**2. DEFINITIONS**

2.01 In this by-law,

- (a) **"Award"** means the authorization to proceed with the purchase of goods, services or construction from a chosen Supplier;
- (b) **"Bid"** means an offer or submission from a Supplier in response to a Request for Quotation, Request for Qualifications, Request for Tender, Request for Proposal, or a Request for Standing Agreement, which is subject to acceptance or rejection by the Corporation;
- (c) **"Bidder"** means a person, firm or corporation that submits a bid in response to a call for bids;
- (d) **"Bid Bond"** means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the Successful Bidder enters into a Contract with the Corporation, as required by section 10 of this By-law;
- (e) ~~**"Bid Evaluation Committee"** means the committee established under section 17 of this By-law;~~
- (f) **"Bid Solicitation"** means a formal request for Bids that may be in the form of a Request for Quotation, Request for Qualifications, Request for Tender, Request for Proposal, or a Request for Standing Agreement;
- (g) **"Clerk-Administrator"** means the person appointed by Council as the Clerk-Administrator of the Corporation and includes a designated person;
- (h) **"Conflict of Interest"** means a situation where a personal or business interest of a member of Council, officer or employee of the Corporation is in conflict with the best interests of the Corporation, and includes:
  - i. the giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any business or individual that provides advice, goods, services or construction to the Corporation or a family member of such business that provides goods, services or construction;
  - ii. employment by the Corporation; and
  - iii. a direct or indirect interest in any business that provides goods, services or construction to the Corporation;
- (i) **"Construction"** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include professional services related to the construction contract unless they are included in the specifications for the procurement;
- (j) **"Consulting and Professional Services"** means those services requiring the skills of a professional for a defined service and includes the services of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, planners, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting services which may be required by the Corporation;

- (k) **"Contract"** means a binding agreement between two or more parties that creates an obligation to do or provide a particular thing or service and awarded under this by-law;
- (l) **"Contractor"** means the Bidder to whom a contract is awarded;
- (m) **"Corporation"** means The Corporation of the Township of McKellar;
- (n) **"Council"** means the Council of the Corporation of the Township of McKellar;
- (o) **"Department"** means any department of the Corporation including Administration, Finance, Fire and Public Works, the operation of which a Department Head is responsible for;
- (p) **"Department Head"** means the person appointed by the Council to be responsible for the operation of a Department and shall include the Public Works Superintendent, Clerk/Administrator, Treasurer and the Fire Chief, or their designates;
- (q) **"Emergency"** means an event or circumstance where the immediate purchase of goods, services, or construction is necessary to prevent or alleviate serious delay; a threat to public health, safety or welfare; the disruption of essential services or damage to public property or any other expenditure that is necessary to respond to any such event;
- (r) **"Employee-Employer Relationship"** means a relationship that exists where persons for pay or other consideration enter into the service of others and devote their personal labour for any given period and the other person has the power or right to control or direct the person in the material details of how the work is to be performed;
- (s) **"Expanded Works"** means an approved construction project in which an unexpected problem arises during construction, which does not expand the scope of the project but is necessary to deliver the original approved work;
- (t) **"Expression of Interest"** means a written detailed proposal submitted in response to a Request for Expression of Interest;
- (u) **"Fair Market Value"** means the price that would be paid, in an open and unrestricted market, by a knowledgeable and willing purchaser to a knowledgeable and willing vendor, both of whom are dealing at arm's length, are fully informed and are not under any compulsion to transact with one another;
- (v) **"Financing Lease"** means a lease which allows for the provision of goods, services or construction if the lease may or will require payment by the Corporation of financing, interest, bonuses, premiums or other charges or costs for the goods, services or construction overtime and upon terms, whether or not the term of the lease extends beyond the term of the Council in which it was Awarded;
- (w) **"Formal Advertising"** means the advertisement for requests for costs will be ~~published once in a local newspaper,~~ posted at the Municipal Office and on the Township website.
- (x) **"Goods"** means moveable property including:
- i. the costs of installing, operating, maintaining or manufacturing such moveable property, and
  - ii. raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;
- (y) **"Holdback"** means an amount withheld under the terms of a Contract to be used as security for the completion or performance of the Contract, and to avoid overpayment in relation to the progress of work;

- (z) **"Low Value Purchase"** means a purchase of goods, services or construction which is random in nature, is not included as part of a Standing Agreement, is not available out of the Corporation's inventory and does not exceed a value of ~~\$5,000.00~~ ~~1,000.00~~;
- (aa) **"Lowest Compliant Bid"** means the Bid that would provide the Corporation with the desired goods, services or construction at the lowest cost, meets all the specifications and contains no major irregularities or qualifications;
- (bb) **"Mayor"** means the elected Head of Council of the Township of McKellar;
- (cc) **"Municipality"** means the geographic limits of the Township of McKellar;
- (dd) **"Payment Security"** means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee the payment of labour and materials to be supplied in connection with a Contract, as required by section 10 of this By-law;
- (ee) **"Performance Security"** means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee the faithful performance of the Contract by a supplier, as required by section 10 of this By-law;
- (ff) **"Pre-qualification Submission"** means a detailed written proposal submitted in response to a Request for Pre-qualification but which does not create any contractual obligation between the party submitting the Pre-qualification Submission and the Corporation, but which may be a pre-condition to further procurement Contracts with the Corporation;
- (gg) **"Procurement"** means a goods, services or construction contract involving a purchasing, leasing, renting or exchange transaction, arrived at by a competitive or non-competitive process. Procurement also includes material(s) management, contract management, advisory services and implementation and adherence to best practices.
- (hh) **"Progress Payment"** means a payment made under the terms of a Contract after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract;
- (ii) **"Proposal"** means an offer submitted in response to a Request for Proposal, acceptance of which maybe subject to further negotiation;
- (jj) **"Purchase"** means to acquire goods, services or construction by purchase, rental, lease or trade;
- (kk) **"Purchase Order"** means a written Order to a Supplier formally stating all terms and conditions for the purchase of goods, services or construction or a written acceptance of an offer received in accordance with this By-law;
- (ll) **"Quotation"** means a binding offer submitted in response to a Request for Quotation;
- (mm) **"Request for Expressions of Interest"** means a request made by the Corporation to the market place for the purposes of compiling a list of persons or corporations who may be interested in providing goods, services or construction to the Corporation from time to time. Acceptance of an Expression of Interest by the Corporation does not create any contractual obligation between the party submitting the Expression of Interest and the Corporation, but may be a precondition to Pre- qualification or further procurement Contracts with the Corporation;
- (nn) **"Request for Pre-qualification"** means a request for the detailed submission of the experience, financial strength, education, background and personnel of persons, firms or corporations, who may, from time to time, qualify to supply goods, services and construction to the Corporation;
- (oo) **"Request for Standing Agreement"** means a request for the submission of a Tender or Proposal to enter into a Standing Agreement with the Corporation;
- (pp) **"Request for Proposal"** means a request for Proposals made pursuant to subsections 8.07 and 8.08 of this By-law, which may or may not result in further

negotiation, or the creation of Contractual obligations between the parties, depending on the terms of the Request for Proposal;

- (qq) **"Request for Quotation"** means a request for Quotations for the provisions of goods, services or construction to the Corporation made pursuant to subsections 8.04 and 8.05 of this By-law;
- (rr) **"Request for Tender"** means a request for Tenders for the provisions of goods, services or construction to the Corporation made pursuant to subsections 8.06 and 8.07 of this By-law;
- (ss) **"Responsive"** means that a Bid has complied in all material respects with the requirements set out in the call for bids documentation;
- (tt) **"Services"** means the services to be provided under a Contract and includes consulting and professional services;
- (uu) **"Sole Source Purchase"** means the purchase of a good, service or construction where there is only one available Supplier of that good, service or construction that meets the needs or requirements of the Corporation;
- (w) **"Standing Agreement"** means an agreement between the Township and a contractor resulting from a call for bids, under which the contractor agrees to provide goods, services or construction, as and when needed by the Township, at a predetermined price, for a predetermined period of time, upon predetermined terms and conditions;
- (ww) **"Substantive Objection"** means a written objection provided to the Treasurer or the Department Head by an interested party giving specific reasons for the objection;
- (xx) **"Successful Bid"** means the Bid that would provide the Corporation with the best product or service as measured by the evaluation criteria and which is compliant;
- (yy) **"Supplier"** means any individual or legal entity that is available to provide goods, services or construction to the Township;
- (zz) **"Tender"** means a written detailed Offer from a vendor or service provider, to supply goods, services or construction to the Corporation;
- (aaa) **"Time-Sensitive Works"** means work for which the timing to initiate and/or complete is paramount but the time available to follow normal procedures is insufficient;
- (bbb) **"Total Cost"** means the Contract cost for the full term of the Contract, including all applicable taxes, but exclusive of any rebates;
- (ccc) **"Township"** means the Corporation of the Township of McKellar;
- (ddd) **"Treasurer"** means the individual appointed by Council as the Treasurer/Tax Collector of the Corporation and includes a designated person.

2.02 To establish the definition of any other purchasing term not herein included, reference shall be made to the [Government of Canada's CanadaBuys Glossary](#)

2.03 Schedules "A" and "B" attached hereto form part of this By-law.

### **3. GENERAL PROCUREMENT POLICIES AND PROCEDURES**

#### **3.01 APPLICATION**

3.01.1 The policies and procedures prescribed in this by-law, including all of the purposes, goals and objectives of section 1 hereof, shall be followed for the procurement of all goods and services and for the awarding of any construction Contract by the Corporation or any of its officers, servants and employees.



3.01.2 This by-law shall not apply to the acquisition or disposal of any real property or fixtures or to any lease, right or permission relating to the use or occupation of real property.

3.01.3 This by-law shall not apply to those procurement processes enumerated in Schedule "A", provided that the total cost of the purchase does not exceed the amount approved in the annual budget.

#### **4. RESPONSIBILITIES AND AUTHORITIES**

4.01 Each Department Head, in consultation with the Clerk-Administrator and/or the Treasurer, shall have the responsibility and authority for the procurement of goods, services or construction for his or her department provided that:

- (a) No expenditure, purchase or commitment shall be incurred or made, and no account shall be paid by the Township for goods, services or construction, except as provided in this By-law;
- (b) No contract shall be entered into and no expenditure shall be authorized or incurred unless Council has provided funds for such purposes in the annual budget or otherwise agreed to the provision of such funds and no expenditure shall be authorized or incurred in excess of the funds provided unless otherwise authorized under this By-law;
- (c) In all cases, Department Heads shall provide proof to the Treasurer of the receipt of goods, services or construction before payment is made to a Supplier and all proposed expenditures shall (i) be supported by original invoices, vouchers, or requisition forms with satisfactory detail to support a purchase, and (ii) all invoices shall be initialed and assigned a proper account number by the appropriate Department Head and shall be submitted to the Treasurer for review and payment;
- (d) All payments for goods, services or construction shall be made by cheque or electronic funds transfer, issued by the Treasurer;
- (e) The Treasurer may pay for the purchase of goods, services or construction prior to Council's approval for the purpose of meeting a due date, avoiding a penalty or interest charge, or to receive a discount for early payment;
- (f) For the purposes of budgetary controls, the Treasurer shall provide Department Heads with a financial statement at the end of each - quarter month;
- (g) All of the purposes, goals and objectives of section I of this By-law shall be complied with; and,
- (h) No procurement activity or decision shall be contrary to any specific direction of the Clerk-Administrator, the Treasurer, or Council.

4.02 In addition, **Department Heads** shall be responsible for:

- (a) preparing of all departmental Quotations, Tenders, Proposals and Bids, in consultation with the Clerk-Administrator and/or Deputy Clerk;
- (b) checking all departmental Quotations, Tenders, Proposals and Bids, in consultation with the Clerk-Administrator;
- (c) in consultation with the Treasurer, reviewing the development of co-operative purchasing plans with other levels of government, other governments and local boards, agencies or commissions, where same is found to be in the financial best interest of the Corporation;
- (d) identifying goods and salvage which may be declared surplus;
- (e) in consultation with the Treasurer, monitoring all Contract expenditures and ensuring that all budgeted financial limitations have been complied with and that all accounts are paid within the times set out in the Contract; and
- (f) ensuring that all goods, services and construction contracted for, have in fact been received.

4.03 The **Treasurer** shall be responsible for:

- (a) providing procurement advice and services, including all forms, Contracts, Bonds and all other Bid Solicitation documentation required by each department, the Clerk-Administrator and Council for the purposes of fulfilling the procurement needs of the Corporation;
- (b) ~~attending the opening, when acting as a member of the Bid Evaluation Committee,~~ and assisting the Department Head(s) in the checking of all Quotations, Tenders, Proposals and Bids;
- (c) ensuring compliance with this By-law and advising the Clerk-Administrator or Council when there has been non-compliance;
- (d) developing co-operative purchasing plans with other levels of government, other governments and local boards, agencies or commissions, where same is found to be in the financial best interest of the Corporation;
- (e) ensuring the standardization of all procurement procedures, where possible;
- (f) complying with all of the purposes, goals and objectives of section 1 of this By-law;
- (g) monitoring all Contract expenditures and ensuring that all budgeted financial limitations have been complied with and that all accounts are paid within the times set out in the Contract;
- (h) ensuring, in consultation with the Department Head, that all goods, services and construction contracted for, have in fact been received; and
- (i) preparing reports to Council where such reports are required to be submitted to Council under this By-law.

4.04 The Clerk-Administrator has the authority to instruct Department Heads to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the Corporation.

4.05 The exercise of all authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts within Council approved estimates or upon a determination being made by the Clerk-Administrator, in consultation with the Treasurer, that the required funding can reasonably be expected to be made available in the current, or future years.

4.06 Where any person is authorized to take any action pursuant to this By-law, such action may be taken by that person's authorized designate;

4.07 Where any authority has been delegated to any officer or employee of the Township pursuant to this by-law, such delegation shall be deemed to also authorize the Clerk-Administrator to exercise such power if necessary.

## **5. RESTRICTIONSAND EXCEPTIONS**

5.01 No Contract for goods, services or construction may be divided into two or more parts to avoid the application of the provisions of this By-law , unless such division is determined to be advantageous to the Municipality in achieving best value for the good or service. In such cases, the Municipality may, at its discretion, award contracts in whole or in part, as deemed appropriate.

5.02 No Contract for services shall be Awarded where the services could result in the establishment of an Employee - Employer Relationship unless it can be demonstrated, to the satisfaction of the Clerk-Administrator, that significant cost savings can be realized.

5.03 No personal purchases shall be made by the Corporation for members of Council or any appointed member of a local board or commission or for Corporation employees or their families.

- 5.04 No employee or Council member shall purchase, on behalf of the Corporation, any goods, services or construction, except in accordance with this By-law.
- 5.05 No Council member, officer or employee of the Corporation or any immediate family members thereof shall personally obtain any goods that have been declared surplus unless through a public process.
- 5.06 No Township employee or member of Council may bid on any Call for Bids or sell or provide goods, services or construction to the Township outside of their employment with the Township.
- 5.07 No councillor, officer or employee, or member of an employee's family, of the Corporation shall accept, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate or gift or money, in accordance with the Municipality's Code of Conduct, except:
- i. gifts of a very small intrinsic value;
  - ii. gifts given for the use and benefit of the Corporation;
  - iii. moderate hospitality during the normal course of business that would not significantly exceed what the Corporation would likely provide in return and would not be perceived by others as influencing the making of a business decision.
- 5.08 All councillors, officers and employees of the Corporation shall declare any Conflict of Interest to the Clerk-Administrator and such persons shall refrain from participating in the procurement process to which the Conflict of Interest relates.
- 5.09 All procurement undertaken by the Corporation shall be undertaken in accordance with the Corporation's Code of Conduct, the Corporation's Procedural By-law, and in accordance with the [Municipal Conflict of Interest Act, R.S.O.1990, c.M.50](#), as amended.
- 5.10 Any form of communication, including verbal, e-mail, written; lobbying or any other attempt at influencing the results of the procurement processes by a Bidder with an employee and/or Council member(s) of the Township will result in disqualification of that Bidder.
- 5.11 Where an applicable national or international trade agreement is in conflict with this Bylaw, the trade agreement shall take precedence.
- 5.12 ~~Where the Township is pursuing a claim against a Supplier in contract or tort, or where a Supplier is pursuing a claim against the Township, the Supplier shall not be eligible to respond to any Call for Bids for goods, services or construction, unless the Clerk-Administrator convinces Council that it is in the best interests of the Township to do so.~~
- 5.12 Where the Corporation is pursuing a legal claim or action, whether in contract, tort, or otherwise, against a Supplier, or where a Supplier is pursuing a legal claim or action against the Corporation, the Supplier, including any parent company, subsidiary, affiliate, or any other entity under common ownership or control, shall be prohibited from participating in or being awarded any Call for Bids for goods, services, or construction issued by the Municipality. This prohibition shall remain in effect until such claim or action is fully and finally resolved to the satisfaction of the Municipality.
- i. In addition, at the discretion of the Clerk-Administrator, the Municipality may impose a ban for a period of up to five (5) years from the date of resolution of the claim or action, during which the Supplier and any of its parent companies, subsidiaries, affiliates, or related entities shall remain ineligible to respond to any Call for Bids.
  - ii. During any period of active litigation, whether or not a formal ban is imposed, and during any ban period imposed pursuant to this clause, the Clerk-Administrator shall have the authority to refuse to release or make available any procurement documents, including but not limited to tender packages, Requests for Proposals (RFPs), or Requests for Quotations (RFQs), to the affected Supplier or any entity under common ownership or control.

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- 5.13 The Corporation may enter into a Financing Lease only if *(note: see Section 22 for Operational Lease Flexibility for Vehicles and Heavy Equipment)*:
- i. a By-law authorizing the Financing Lease is passed;
  - ii. before the By-law authorizing the Financing Lease is enacted, the Corporation has adopted a statement of the Corporation's lease financing policies and goals; and
  - iii. the Financing Lease includes a schedule of all fixed amounts of payment, if any, required under the lease and that may be required under any possible extensions or renewals of the lease.
- 5.14 The statement required by subsection 5(13)(ii), shall include, at a minimum, a discussion of the financial and other risks for the municipality of Financing Leases.
- 5.15 Before entering into a Financing Lease, the Treasurer, in consultation with the Clerk-Administrator, shall:
- (a) prepare a report to Council with a recommendation, assessing, in the opinion of the Treasurer, the costs and financial and other risks associated with the proposed Financing Lease, including,
    - i. a comparison between the fixed and estimated costs and the risks associated with the proposed Financing Lease, and those associated with other methods of financing;
    - ii. a statement summarizing the effective rate or rates of financing for the Financing Lease, the ability for lease payment amounts to vary, and the methods or calculations, including possible financing rate changes, that may be used to establish that variance under the Financing Lease;
    - iii. a statement summarizing any contingent payment obligations under the Financing Lease that in the opinion of the Treasurer would result in a material impact for the Corporation, including lease termination provisions, equipment loss, equipment replacement options, and guarantees and indemnities;
    - iv. a summary of the assumptions applicable to any possible variations in the Financing Lease payment and contingent payment obligations; and
    - v. any other matters the Treasurer or Council considers advisable;
  - (b) obtain legal advice and financial advice with respect to the proposed Financing Lease and if the scope of the proposed transaction warrants it, ensure that the legal and financial advice is from a source independent from the advice ordinarily obtained by the Corporation for legal or financial matters;
  - (c) provide an opinion about whether the costs of the financing for the proposed Financing Lease are lower than other methods of financing available to the Corporation, and whether the risks associated with the Financing Lease are reasonable.
- 5.16 The costs and risks associated with a proposed Financing Lease in a report made under subsection 5.15(a) shall be assessed as of the date the report is made.
- 5.17 If at anytime after a report under subsection 5.15(a) is made, but before the financing Lease is executed, the Treasurer becomes of the opinion that a changed circumstance with respect to the proposed Financing Lease may result in a material impact for the Corporation, the Treasurer shall, as soon as is reasonably possible update the report and present it to Council.
- 5.18 A report made under subsection 5.15(a) shall summarize the information required by that subsection for the entire term of the Financing Lease, including any possible extensions or renewals.
- 5.19 Where applicable each of the procurement procedures set out in section 8 below shall be undertaken in compliance with the following steps:
- (a) the scope of the goods, services and construction shall be clearly and extensively defined by the Bid Solicitation documentation;

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(b) the form of Bid Solicitation documentation shall be, to the extent possible, standardized using common forms and processes;

(c) the Bid Solicitation documentation shall be circulated and advertised in as wide and extensive a manner as will ensure the best, most comprehensive and most competitive response to the Bid Solicitation;

(d) all Bids shall be fairly and completely evaluated using as open, fair and transparent a process as may be possible in the circumstances of the particular Bid Solicitation.

(e) all Successful Bidders shall, where required by this by-law, be required to comply with the Contract negotiation, preparation and execution requirements of section 10 of this By-law;

(f) all Contracts shall be monitored to ensure that performance is in accordance with the requirements of the Contract and steps shall be taken to correct the performance of Suppliers where it falls below the standard required by the Contract;

~~(g) all Bids received by the Corporation shall be kept together in a secure place until the time for opening. All Bids shall remain sealed until the opening, which shall occur in public. Bid Solicitations requiring the submission of proprietary information or information containing intellectual property protected by law shall contain provisions providing for protecting the confidentiality of same, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.~~

(g) All Bids received by the Corporation, whether submitted electronically or in hard copy, shall be kept secure and unopened until the official time of bid opening. The method of bid submission including whether Bids are to be submitted by email, through a secure electronic portal, or in paper format, shall be specified in the Bid Solicitation document. Where electronic submissions are permitted, Bids shall be sent to a designated email address controlled by the Corporation and maintained with appropriate security protocols to ensure confidentiality, integrity, and traceability. All Bids shall remain unopened and inaccessible until the designated opening time. Unless otherwise specified in the Bid Solicitation, all Bids shall be publicly opened at the time and place indicated. The public opening will only occur in person. Bid Solicitations requiring the submission of proprietary, confidential, or intellectual property protected information shall include provisions to protect such information in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

(h) all Bid Solicitation documentation shall clearly set out the requirements for the price element of the submission, specifying whether the Bid price is submitted on a unit price or total price basis and whether it is net of any taxes, early payment discounts, premiums, financing charges, administrative costs, cost of living or other escalations, contingencies or other deductions or additions and how any Contract extras shall be dealt with;

(i) Bid Solicitation documentation may specify how each of the following criteria, as a minimum, shall be utilized in evaluating all Bids:

- i. price
- ii. quality of goods, services, or construction
- iii. experience and qualifications of Bidder(s)
- iv. risk
- v. strategy
- vi. approach
- vii. methodology
- viii. scheduling of work
- ix. past performance
- x. facilities and equipment to be utilized in Contract performance;
- xi. personnel to be used in Contract performance.
- xii. No Contract resulting from a Bid Solicitation shall be entered into and no expenditure shall be authorized or incurred unless Council has provided funds for such purposes in the annual budget or otherwise agreed to the provision of such funds and no expenditure shall be authorized or incurred in excess of the funds provided unless otherwise authorized under this By-law.

## **6. TOTAL PROJECT COST**

- 6.01 Where this By-law prescribes financial limits on Contracts that may be Awarded on the authority of a Department Head, or provides for financial limits on Contracts required to be reported to Council, for the purpose of determining whether a Contract falls within these prescribed limits, the Contract amount shall be the sum of all costs to be paid to the Supplier under the Contract plus all taxes and less any rebates.

## **7. PRESCRIBED COUNCIL APPROVAL**

- 7.01 Despite any other provision of this By-law, the following Contracts are subject to Council approval:

- (a) any Contract requiring approval from the ~~Ontario Land Tribunal~~ Ontario Municipal Board;
- (b) any Contract prescribed by statute to be made by Council;
- (c) where the cost amount proposed for acceptance is higher than the Council approved estimates and the necessary adjustments cannot be made;
- (d) where a Substantive Objection emanating from the Bid Solicitation has been filed with the Department Head or with the Treasurer;
- (e) where authority to approve has not been expressly delegated; and
- (f) any Contract having a value in excess of ~~twenty fifteen~~ thousand dollars (\$~~20+5~~,000.00).

- 7.02 Council may award the Contract in accordance with the recommendations made to it by the ~~Department Head, Clerk-Administrator, bid evaluation committee~~ or person responsible for the purchase of goods, services or construction, provided that Council shall have the authority to reject such recommendations where the procedures prescribed in this By-law or the specific call for bids have not been complied with, or for any other grounds for which the authority is set out in this By-law.

## **8. PROCUREMENT PROCEDURES**

The following are hereby authorized as the acceptable procedures for all procurement undertaken by or on behalf of the Corporation. They may be utilized individually or in combination with one another, as may be appropriate in the circumstances:

### **8.01 REQUEST FOR EXPRESSIONS OF INTEREST**

A Department Head, in consultation with the Treasurer and/or the Clerk-Administrator; the Treasurer; or the Clerk-Administrator may conduct a Request for Expression of Interest for the purposes of determining the availability of Suppliers of any good, service or construction and for the purposes of keeping a list of available Suppliers (which shall be deemed to be the "goal" of the Request for Expression of Interest form of procurement). The submission of an Expression of Interest does not create any contractual obligation between the Corporation and the interested Supplier. The submission of an Expression of Interest may be made a specific pre-condition of any other procurement procedure utilized by the Corporation.

### **8.02 REQUEST FOR PRE-QUALIFICATION**

(a) A Department Head, in consultation with the Treasurer and/or the Clerk-Administrator; the Treasurer; or the Clerk-Administrator may conduct a Request for Pre-qualification for any good, services or construction to select the number of acceptable Bidders that may Bid on the subsequent competitive sealed Bid process under the following circumstances:

- i. the work is considered "high risk" with respect to Regulations governed under the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1;
- ii. the work is such that Contract administration costs (work inspection, follow-up, extra fee negotiations) could result in a substantial cost to the Corporation if the work is not satisfactorily performed the first time;

- iii. the goods or equipment to be purchased must meet national safety standards or must demonstrate an acceptable level of performance; or
- iv. the work involves complex, multi-disciplinary activities; which for the purposes of this section, shall also be deemed to be the "goal" of the Request for Prequalification form of procurement.

(b) When the Request for Pre-qualification is utilized, a Pre-qualification Proposal document shall be provided to the potential Bidders setting out the criteria for pre-qualification which may include:

- i. experience on similar work (firm and staff assigned);
- ii. references provided from other customers for similar work;
- iii. verification of applicable licences and certificates;
- iv. health and safety policies and staff training;
- v. financial capability.

(c) The selection of Bidders following a Pre-qualification process does not create any contractual obligation between the Corporation and the pre-qualified Bidder. Pre-qualification may be made a specific pre-condition of any other procurement procedure utilized by the Corporation.

### **8.03 LOW VALUE PURCHASES (PURCHASES LESS THAN \$5,000.00)**

8.03.1 A Low Value Purchase may be utilized for purchases involving Contracts which do not exceed five thousand dollars (\$5,000.00) ~~one thousand dollars (\$1,000.00)~~ (which shall be deemed to be the "goal" of the Low Value Purchase form of procurement).

8.03.2 Normal or maintenance purchases that are proposed prior to the adoption of the annual budget shall be authorized by the Clerk-Administrator, Treasurer or Department Head having a value not exceeding ten thousand dollars (\$10,000.00). Purchases exceeding ten thousand dollars (\$10,000.00) shall be authorized by Council.

8.03.3 Purchases that are proposed after the adoption of the annual budget shall be authorized by the Clerk-Administrator, Treasurer or Department Head having a value not exceeding fifteen thousand dollars (\$15,000.00).

8.03.4 In circumstances where a purchase is paid from the petty cash fund, an original receipt or voucher indicating the nature of the expenditure, the Supplier, the amount paid (including taxes), and the account to be charged, shall be provided to the Treasurer for reimbursement from the petty cash fund.

8.03.5 The Treasurer shall determine the amount to be carried in all petty cash funds.

### **8.04 REQUEST FOR QUOTATION - INFORMAL (PURCHASES BETWEEN \$5,001.00 AND- ~~\$20,000.00~~\$15,000.00)**

8.04.1 For the procurement of goods, services or construction having a Contract Value of five thousand and one dollars (\$5,001.00) or more but not exceeding twenty thousand dollars (\$20,000.00) ~~fifteen thousand dollars (\$15,000.00)~~, an informal Request for Quotation shall be utilized (which shall be deemed to be the "goal" of the Informal Request for Quotation form of procurement).

8.04.2 Two Quotations, either by telephone or in writing, shall be solicited, provided that the proposed purchase comes within the approved budget appropriations. These purchases do not require formal advertising or the receipt of sealed Bids. The Quotations shall be reviewed, and the results tabulated to determine the Award of the Contract for same.

8.04.3 Notwithstanding the requirement to solicit a minimum of two quotations, a Department Head, in consultation with the Clerk-Administrator, shall not be precluded from awarding the contract to a qualified Bidder in the event that two quotations are not received provided that the "goals" of the by-law are maintained.



**8.05 REQUEST FOR QUOTATION -FORMAL (PURCHASES BETWEEN ~~\$20,001.00~~~~\$15,001.00~~ AND ~~\$49,999.00~~~~\$25,000.00~~)** |

8.05.1 For the procurement of goods, services or construction having a Contract Value of ~~twenty thousand and one dollar (\$20,001.00)~~~~fifteen thousand and one dollars (\$15,001.00)~~ or more but not ~~exceeding~~~~exceeding~~ ~~forty nine thousand nine hundred ninety nine dollars (\$49,999.00)~~~~twenty five thousand dollars (\$25,000.00)~~, a formal Request for Quotation shall be utilized (which shall be deemed to be the "goal" of the Formal Request for Quotation form of procurement).

8.05.2 At least three Quotations shall be solicited, in writing, provided that the proposed purchase comes within the approved budget appropriations. These purchases do not require formal advertising or the receipt of sealed Bids. The Quotations shall be reviewed and the results tabulated, to determine the Award of the Contract for same.

8.05.3 Notwithstanding the requirement to solicit a minimum of three quotations, a Department Head, in consultation with the Clerk-Administrator, shall not be precluded from awarding the contract to a qualified Bidder in the event that three quotations are not received provided that the "goals" of the By-law are maintained.

8.05.4 In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for Contracts in this value range, if the criteria for each procurement method are otherwise met.

8.05.5 In any circumstance where the lowest quotation ~~exceeds~~~~exceeds~~ ~~forty nine thousand nine hundred ninety nine dollars (\$49,999.00)~~~~twenty five thousand dollars (\$25,000.00)~~, provided that the proposed purchase comes within the approved budget appropriation, Council shall be responsible to approve or reject the proposed purchase.

**8.06 REQUEST FOR TENDER (PURCHASES EXCEEDING ~~\$50,000.00~~~~\$25,001~~)** |

(a) For the procurement of goods, services or construction having a Contract Value of ~~fifty thousand dollars (\$50,000.00)~~~~twenty five thousand and one dollars (\$25,001.00)~~ or more, provided the proposed purchase comes within the approved budget appropriations, a Request for Tender shall be used where all of the following criteria apply:

- i. two or more sources are considered capable of supplying the good, service or construction;
- ii. the good, service or construction is adequately defined to permit the evaluation of Tenders against clearly stated criteria; and
- iii. the market conditions are such that Tenders can be submitted on a common and competitive pricing basis; which for the purposes of this section, shall also be deemed to be the "goals" of the Request for Tender form of procurement.

(b) The Department Head, in consultation with the Clerk-Administrator and/or the Treasurer, shall prepare a purchase requisition containing the relevant specifications, terms and conditions for the acquisition.

(c) The form of the request for tender shall, to the extent possible, use standardized documentation, provided that if such documentation is provided by professional advisors, the advisors shall confirm the adequacy and appropriateness of their standardized documentation.

(d) Tenders submitted on other than the Tender Form supplied by the Corporation shall not be accepted. The Tender Form shall provide the Bidder significant space to complete a minimum of the following information:

- i. Name, address, email address and phone number of Bidder. |
- ii. Specifications of goods or work to be performed.
- iii. Date of completion/delivery.
- iv. Price and terms of payment.
- v. Disposition of taxes.



- vi. Warranty terms and conditions.
- vii. Signature of the Bidder.
- viii. Acknowledgement of receipt of addenda.

(e) Notice of the Tender shall be given by formal advertising. Notice shall also be given to all Bidders who were required to be Pre-qualified and to all Bidders who were required to submit an Expression of Interest.

(f) Each advertisement for Tender shall typically contain the following information:

- i. Location where Tender documents may be obtained.
- ii. Amount of non-refundable fee for the documents, if applicable.
- iii. Date and Time of tender closing and opening.
- iv. General specifications of the goods, services or construction to be performed.
- v. Name, email address and phone number of contact person.
- vi. Each tender advertisement shall contain the following statements: "Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such will be received by the Clerk-Administrator at the Township of McKellar 701 Hwy. 124, P.O. Box 69, McKellar, ON POG IC0."and "The lowest or any tender will not necessarily be accepted."
- vii. Where permitted, tenders may be submitted by email to a designated Township address. Email submission will be clearly indicated in the Tender Package along with instructions for submission, file format, and timing requirements. If email submission is not specified, sealed paper submissions shall be required.

(g) The Closing Date for the Tender shall be no sooner than two weeks following publication on the Township's website in the local media unless the urgency of the requirement dictates otherwise and approval by resolution of Council has been obtained.

(h) The Tender Form, supplied by the Municipality, must be fully completed and in the possession of the Clerk-Administrator on or before the Tender Closing date and time. Tenders received after the closing time shall not be considered but shall be returned unopened to the Bidder.

(i) Sealed Tenders with a public opening shall be required, no matter the submission requirements (physical documents or electronic).

(j) Any correspondence by mail, e-mail, or telephone, pertaining to adjustments or corrections to a Tender already submitted, shall not be considered. A Bidder wishing to make adjustments to a Tender must first withdraw the original Tender and resubmit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to the closing.

(k) The number of bids received and the names of Bidders shall not be divulged prior to the Tender opening.

(l) The Tender shall be opened by the Clerk-Administrator, Deputy Clerk or designate and Department Head. The envelope, Form of Tender, cheque, and Agreement to Bond, if required, for each individual tender shall be clipped together. The Clerk-Administrator, Deputy Clerk or designate shall announce the name of the Bidder, the general specifications, the total amount of each bid, and the total number of bids received. All persons present at the Tender Opening shall be advised that the tenders will be referred to the designated person responsible for the Tender and that a recommendation will be made to Council.

Where email submission of Tenders is permitted and specified in the Tender Package, the Tenders shall be received and opened in a secure and controlled environment, and shall not be opened in a public forum. At the designated Tender Closing Time, the Clerk-Administrator, Deputy Clerk, or designate, together with the appropriate Department Head or designate, shall access the designated Township email inbox to retrieve all Tenders received prior to the deadline. Each submission shall be reviewed to confirm the presence of all

required documents and logged with the corresponding date and time of receipt, as recorded by the Township's email system. The submissions shall be saved or printed for evaluation and retained in accordance with the Township's records management policies. A summary of the Tenders received, including the names of the Bidders, time of receipt, and completeness of submissions, shall be prepared and may be included in a subsequent report to Council. Pricing and proposal details shall remain confidential until disclosure is appropriate under the Municipal Freedom of Information and Protection of Privacy Act or applicable debriefing procedures.

Email submissions received after the official Tender Closing Time specified in the Tender Package shall be considered late and shall not be opened or considered, regardless of when the Bidder transmitted the email. The Township shall not be responsible for: delays due to internet congestion, email server issues, or file size limitations; Emails sent to incorrect addresses; Emails filtered to junk/spam folders; Incomplete or corrupted files. Late email submissions shall be recorded as received late and retained unopened in accordance with the Township's records retention policy. A notice of disqualification may be issued to the Bidder upon request. The official time of receipt shall be the timestamp recorded on the Township's email server, not the Bidder's sent timestamp. It is the responsibility of the Bidder to ensure that their complete submission is received by the Township before the Tender Closing Time.

(m) The Clerk-Administrator shall promptly file all certified cheques or other security with the Treasurer for safekeeping and prepare a Summary of Tenders containing the name of each bidder, the general specifications and the total amount of each bid. The Summary of Tenders shall be made available to the public.

(n) The designated person responsible for the Tender shall check the tenders to ensure that all tender requirements and conditions have been met. Any irregularities in the Tender shall be dealt with in accordance with Schedule 'B' and Section 11 of this By-law. If it is deemed necessary to reject the tender by reason of the improper or defective tender, the Bidder shall be advised in writing that the Tender has been rejected and reasons for same.

(o) The Tender documents shall require the Successful Bidder to execute those documents and take those steps set out in this By-law.

(p) Where deemed appropriate, Tenders shall be accompanied by a Tender Deposit, in the form of a certified cheque or other security acceptable to the Corporation, in an amount of no less than ten percent (10%) of the tender price and made payable to the Corporation of the Township of McKellar. Tender deposit cheques or other security shall not be cashed or deposited unless the successful Bidder fails to enter into a formal Contract with the Corporation or fails to supply the goods, services or construction tendered within a specified period of time. The security of the successful Bidder shall be forfeit to the Corporation if the Bidder fails to meet the above requirements. The security of all unsuccessful Bidders, except the security of the second most appropriate Bidder, shall be returned promptly after a tender has been accepted. The second most appropriate Bidder's security and the successful Bidder's security shall be returned no later than the date on execution of the Contract or delivery of the goods, services or construction.

(q) If the estimated cost of the project warrants, tenders shall also be accompanied by an Agreement to Bond according to section 10 of this by-law. If an Agreement to Bond is required, the successful Bidder shall be required to submit a Performance Bond issued by an approved Bonding company for one hundred percent (100%) of the amount of the Tender prior to the execution of a Contract by the Corporation.

(r) The Corporation reserves the right to reject any or all quotations/bids and to reject the lowest or any quotation/bid if deemed to be in the best interests of the Corporation. Acceptance of a quotation/bid shall be at the sole discretion of the Corporation based upon examinations of quotations/bids received.

(s) When, in the opinion of the Corporation, it is advisable to cancel a Tender Call, an advertisement shall be posted on the Township's website ~~inserted in the same~~

~~publications originally used~~ stating that the Tender has been cancelled, the reason for such cancellation and whether or not the Tender will be recalled. Each person who obtained Tender documents shall be emailed written notice of the cancellation of the Contract and all tenders received shall be returned unopened to the Bidder(s).

(t) The Award of any Tender having a Contract Value in excess of fifty thousand dollars ~~twenty five thousand dollars (\$25,000.00)~~ requires Council approval.

#### **8.07 REQUEST FOR PROPOSAL (PURCHASES EXCEEDING \$50,000.00~~\$25,001.00~~)**

(a) For the procurement of goods, services or construction having a Contract Value of fifty thousand dollars (\$50,000.00) ~~twenty five thousand and one dollars (\$25,001.00)~~ or more, provided the proposed purchase comes within the approved budget appropriations, a Request for Proposal shall be used where after applying the following criteria, it is determined that the Request for Proposal is a more appropriate form of procurement than Tender:

- i. the procurement is required as a result of a peculiar problem, requirement or objective;
- ii. the selection of the Supplier depends more upon the effectiveness of the proposed solution, than the price alone;
- iii. one or more of the criteria for issuing a Tender cannot be met;
- iv. it is expected that negotiation with one or more Bidders may be required with respect to any aspect of the Contract; and
- v. the precise good, service or construction, or the specifications thereof are not known or are not definable and it is expected that Bidders will further define them; which for the purposes of this section shall also be deemed to be the "goals" of the Request for Proposal form of procurement.

(b) The Department Head, in consultation with the Clerk-Administrator and/or the Treasurer, shall prepare a purchase requisition containing the relevant specifications, terms and conditions for the acquisition.

(c) Notice of the Request for Proposal shall be given by formal advertising. Notice shall also be given to all Bidders who were required to be Pre-qualified and to all Bidders who were required to submit an Expression of Interest.

(d) The Award of any Request for Proposal having a Contract Value in excess of fifty thousand dollars (\$50,000.00) ~~fifteen thousand dollars (\$25,001.00)~~ requires Council approval.

(e) Any irregularities in the Request for Proposal shall be dealt with in accordance with Schedule 'B' and Section 11 of this By-law.

(f) Where an Award may be made following an evaluation of the Proposals, without further negotiation, the Successful Bidder shall be required to comply with the Contract requirements of this By-law.

(g) Relevant procedures enumerated for section 8.06 'Request for Tender' shall be followed.

#### **8.08 REQUEST FOR STANDING AGREEMENT**

(a) A Request for Standing Agreement shall be used for the procurement of goods, services or construction of any Contract Value when the following criteria apply:

- i. where it is important that the Corporation be guaranteed a continuous supply of goods, services or construction;
- ii. the volume of goods, services or construction over the course of a year is high;
- iii. economies of scale can be achieved by eliminating multiple Low Value Bids;
- iv. demand is not known in advance;

- v. the use of the goods, services or construction required is repetitive in nature; and
- vi. delivery of the goods, services or construction is Contracted for as the need arises; Which for the purposes of this section shall also be deemed to be the "goals" of the Request for Standing Agreement form of procurement.

(b) The Department Head, in consultation with the Clerk-Administrator and/or the Treasurer, shall prepare a purchase requisition containing the relevant specifications, terms and conditions for the acquisition.

(c) Notice of the Request for Standing Agreement shall be given by formal Advertising. Notice shall also be given to all Bidders who were required to be Pre-qualified and to all Bidders who were required to submit an Expression of Interest.

(d) The Award of any Standing Agreement having a Contract Value in excess of fifty thousand dollars (\$50,000.00) ~~fifteen thousand dollars (\$25,000.00)~~ requires Council approval.

(e) Any irregularities in a Standing Agreement submission shall be dealt with in accordance with Schedule 'B; and Section 11 of this By-law.

(f) The Tender shall be opened and read out in public. All Bid amounts shall be recorded on a Summary of Bidders sheet or Tender Opening Form.

(g) The Tender documents shall require the Successful Bidder to execute those documents and take those steps set out in this By-law.

(h) No Contractual obligation shall arise between a Supplier and the Corporation who have executed a Standing Agreement until the goods, services or construction are actually ordered.

#### **8.09 REQUEST FOR PROFESSIONAL SERVICE**

(a) the procurement of professional services shall be at the discretion of Council.

(b) Professional Services may be procured for the following reasons:

- i. on-going pre-defined services (e.g. banking, auditing, insurance);
- ii. on-going non pre-defined services (e.g. solicitors, engineers, planners, HR specialists, property appraisers, land surveyors);
- iii. one-time services (e.g. consultants for specific projects)

(c) On-going pre-defined services may be procured for four-year periods depending on the dollar value of the service. Council retains the right to extend the four-year period should they be satisfied with the price and quality of work.

(d) On-going non pre-defined services shall be procured at the discretion of the Clerk-Administrator based on the area of expertise and reputation of the various practitioners.

(e) One-time services shall be procured at the discretion of Council based on the area of expertise and reputation of the various practitioners.

#### **8.10 NEGOTIATION - ANY PRICE**

(a) Negotiation may be used for the procurement of goods, services or construction for Contracts of any Contract Value when any of the following criteria apply:

- i. due to abnormal market conditions, the goods, services or construction required are in short supply;
- ii. where competition is precluded due to the existence of any patent rights, copyright, technical secret or control of raw material;
- iii. where there is only one source of the goods, services or construction which would be acceptable and cost effective;
- iv. where two or more identical Bids are received;

- v. where all Bids received are not acceptable or exceed the amount budgeted for the procurement;
- vi. where the extension or reinstatement of an existing Contract would be more cost effective or beneficial to the Corporation;
- vii. where Emergency Circumstances exist;
- viii. where for security or confidentiality reasons it is in the public interest; or
- ix. where authorized by Council so to do; which for the purposes of this section shall also be deemed to be the "goals" of the Negotiation form of procurement.

(b) The Award of any negotiated Contract having a Contract Value in excess of fifty thousand dollars (\$50,000.00) ~~fifteen thousand dollars (\$25,000.00)~~ requires Council approval.

(c) The Award of any negotiated Contract shall comply with this By-law.

#### **8.11 EMERGENCY PURCHASES**

(a) When a Department Head is of the opinion that an Emergency exists, the Department Head, in consultation with the Clerk-Administrator and/or Treasurer, may authorize the purchase of such goods, services or construction as is considered necessary to remedy the situation without regard to the requirement for a Bid Solicitation and may award the necessary Contract provided that the Contract does not exceed twenty five thousand dollars \$25,000 (which for the purposes of this section, shall also be deemed to be the "goal" of the Emergency Purchase).

(b) the relevant details surrounding an Emergency Award shall be reported to Council at the next possible meeting following the Award.

#### **8.12 SOLE SOURCE PURCHASE**

(a) A Sole Source Purchase may be used for the procurement of goods, services or construction for Contracts of any Contract Value, in the following circumstances:

- i. where the compatibility of a purchase with existing equipment, facilities or service is a paramount consideration and the purchase must be made from a sole source;
- ii. where a good is purchased for testing or trial use;
- iii. where the Corporation purchases supplies for resale;
- iv. where the Corporation has a rental contract with a purchase option and such purchase option could be beneficial to the Corporation;
- v. notwithstanding anything in this policy, where a purchase is determined by Council to be fair and reasonable and is made from a non-profit corporation supported by the Corporation, the Corporation may make such purchase as a Sole Source Purchase;
- vi. where goods are offered for sale by tender, auction or negotiation such purchase will be deemed to be a Sole Source Purchase and the Clerk-Administrator may authorize the submission of a Bid or the conduct of negotiations where the Clerk-Administrator determines the purchase to be clearly in the best interest of the Corporation;
- vii. formatters involving security, police matters, or confidential issues, a purchase may be made in a manner that protects the confidentiality of the contractor or the Corporation. Such purchases may be made as a Sole Source Purchase; which for the purposes of this section shall also be deemed to be the "goals" of the Sole Source Purchase form of procurement.

(b) The Award of any Sole Source Purchase Contract having a Contract Value in excess of fifteen thousand dollars (\$25,000.00) requires Council approval.

(c) The Award of any Sole Source Purchase Contract shall comply with this By-law.

## **9. BID AND CONTRACT ADMINISTRATION**

### **9.01 SUBMISSION OF BIDS**

9.01.1 Bids shall be accepted in paper form or, where explicitly permitted in the Tender Document Package, in electronic format via email.

9.01.2 If two equal Bids are received, a means of breaking the tie consistent with the provisions of the solicitation shall be employed.

9.01.3 Factors to be considered in breaking the tie include:

- i. whether a prompt payment discount has been offered,
- ii. when delivery is an important factor, the Bidder offering the best delivery date shall be given preference,
- iii. a Bidder in a position to provide better after sales service, with a good record in this regard, shall be given preference,
- iv. a Bidder with an overall satisfactory performance record shall be given preference over a Bidder known to have an unsatisfactory performance record.

9.01.4 Following the closing of a Bid Solicitation, there shall be no informal contact between any Bidder and any elected official or staff member of the Corporation relating to the Tender. Any contact shall occur only in a formal manner, to the extent permitted by the Bid Solicitation documentation.

9.01.5 Prior to the closing of a Bid Solicitation, clarification about the Bid Solicitation documentation may be obtained by the Bidder, either in writing or verbally from the Corporation.

9.01.6 Should the Corporation determine that an addendum to the Bid Solicitation documentation is to be issued, it shall be issued, in writing, to all Bidders at the same time.

9.01.7 The Corporation reserves the right to reject any or all quotations/bids and to reject the lowest or any quotation/bid if deemed to be in the best interests of the Corporation. Acceptance of a quotation/bid shall be at the sole discretion of the Corporation based upon examinations of quotations/bids received.

## **10. GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE**

10.01 The Treasurer may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract.

10.02 In addition to the security referred to in Subsection 10.01 the Successful Bidder may be required to provide,

- i. a Performance Bond to guarantee the faithful performance of a Contract, and
- ii. a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with a Contract.

10.03 The Clerk-Administrator, in consultation with the Treasurer, shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and Holdbacks.

10.04 Prior to the commencement of work and where deemed appropriate, evidence of Liability Insurance Coverage satisfactory to the Treasurer must be obtained, ensuring indemnification of the Corporation from any and all claims, demands, losses, costs or damages resulting from the performance of a Bidder's obligations under the Contract and from any other risk determined by the Treasurer as requiring coverage.

10.05 Prior to payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Board to date.

10.06 The Treasurer shall ensure that the guarantee means selected will:

- i. not be excessive but sufficient to cover financial risks to the Corporation, provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
- ii. comply with provincial statutes and regulations.

10.07 Financial bonds for Contract performance shall be required only where the Corporation will be exposed to costs if the supplier does not complete the requirements of the Contract.

10.08 If the risk to the Corporation is not adequately limited by the progress payment provisions of the Contract, a minimum payment Holdback of 10% shall be mandatory on all Contracts exceeding ~~\$75,000.00~~\$15,000.

10.09 The Treasurer may release the Holdback funds on construction contracts upon:

- i. the contractor submitting a statutory declaration that all accounts have been paid, in accordance with the ~~Construction Act, R.S.O. 1990, c. C.30 Construction Liens Act~~, as amended, and that all documents have been received for all damage claims;
- ii. receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
- ii. all the requirements of the ~~Construction Act, R.S.O. 1990, c. C.30 Construction Liens Act~~ being satisfied; receipt of certification from the Corporation's Solicitor, where applicable, that liens have not been registered; and
- iv. certification from the Department Head, under whom the work has been performed, that the conditions of the Contract have been satisfied.

10.10 The conditions for release of Holdback funds provided in Subsection 10.09 apply to other goods, services or construction Contracts with necessary modifications.

**11. BID IRREGULARITIES**

11.01 The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "B".

11.02 For an irregularity listed in the first column of Schedule "B", the response applicable to it is set out opposite to it in the second column of Schedule "B".

**12. FORM OF CONTRACT**

12.01 The Award of a Contract may be made by way of an Agreement, or as a Purchase Order.

12.02 A Purchase Order is to be used when the resulting Contract is straightforward and will contain the Corporation's standard terms and conditions.

12.03 A formal Agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the Corporation's standard terms and conditions.

12.04 It shall be the responsibility of the Clerk-Administrator to determine if it is in the best interest of the Corporation to establish a formal Agreement with the Supplier.

12.05 Where it is determined that Subsection 12.04 is to apply, the formal Agreement may be reviewed by the Corporation's Solicitor.

12.06 Where a formal agreement is not required, the Treasurer shall issue a Purchase Order incorporating the terms and conditions relevant to the Award of Contract.



**13. CONTRACT DOCUMENTS**

13.01 Where the purchase of goods, services or construction has been authorized under this By-law, the contract shall be executed by the Mayor and the Clerk-Administrator of the Township, and shall be in a form approved by the Clerk-Administrator.

13.02 Any Contract may be amended or renewed by a resolution of Council provided that any extension is expressly authorized in such Contract, provided further that any provision permitting a Contract extension does not circumvent the established rules on competitive contracting.

13.03 All Contracts executed pursuant to this By-law shall be delivered to the Clerk-Administrator for safekeeping.

**14. CO-OPERATIVE PURCHASING**

14.01 The Corporation may participate with other government agencies or public authorities in Co-operative Purchasing where the Treasurer determines that it is in the best interests of the Corporation to do so.

14.02 The policies of the government agencies or public authorities calling the Co-operative Tender are to be the accepted policy for that particular Tender.

**15. SUPPLIER PERFORMANCE**

15.01 The Department Head shall monitor the performance of all procurement Contracts and shall document evidence related to same and shall advise the Treasurer in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet Contract specifications, terms and conditions or for Health and Safety, environmental or other violations.

15.02 The Clerk-Administrator, in consultation with the Department Head, the Treasurer, and the Corporation's Solicitor, may prohibit an unsatisfactory Supplier from bidding on future contracts.

15.03 Where it is found that a Supplier has performed poorly or below Contract requirements, the Department Head, in consultation with the Clerk-Administrator, shall make recommendations to Council about ways to deal with such performance.

**16. PAYMENT OF ACCOUNTS**

16.01 Except as otherwise provided, the Treasurer shall be authorized to pay:

- i. all accounts for the purchase of goods, services or construction, where the purchase of such goods, services or construction has been made in accordance with this By-law, or otherwise approved by Council;
- ii. all accounts authorized by payment certificate, for work done under a Contract approved by Council, where such payments have been certified in writing by the appropriate Department Head;
- iii. all items listed in Schedule "A" subject to such expenditures being approved in the annual budget, and
- iv. all requisitions for monies which the Township is by statute required to pay to its local boards or other bodies on account of their approved annual estimates, including advances before such budgets are approved.

~~**17. BID EVALUATION COMMITTEE**~~

~~17.01 The Clerk Administrator shall establish a bid evaluation committee composed of, at a minimum, three members from the following the Department Head who is responsible for the call for bids in question an outside professional, a member of Council, the Clerk Administrator and another staff member with special experience in the field of the particular call for bids.~~



~~17.02 If a bid contains an informality or irregularity, or if there is a challenge the call for bids process, the issue shall be referred to the bid evaluation committee to determine whether the bid complies with the submission requirements set out in the call for bids or to determine the validity of the challenge.~~

~~17.03 If the bid evaluation committee does not agree unanimously that the bid shall be accepted or rejected, a report shall be prepared for submission to Council setting out the nature of the informality, irregularity or challenge and the proposed action to be taken.~~

## **17. GROUP PROCUREMENT**

17.01 The Township of McKellar may participate in collaborative procurements as a lead or participating party.

17.02 The Township of McKellar may utilize contracts from Canoe Procurement Group of Canada and Local Authority Services (LAS).

17.03 The Township of McKellar may participate in joint procurements with other entities regionally, nationally or internationally.

## **18. RECEIPT OF GOODS**

18.01 The Department Head shall,

- i. arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the Contract, and
- ii. inform the Treasurer of discrepancies immediately.

18.02 The Treasurer, in consultation with the Clerk-Administrator, shall coordinate an appropriate course of action with the Department Head for any non-performance or discrepancies.

## **19. ACCESS TO INFORMATION**

19.01 The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the [Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56](#), as amended.

## **20. SURPLUS STOCK**

20.01 Department Heads shall submit to the Clerk-Administrator reports of surplus stocks including furniture, vehicles, equipment, stocks of all supplies, and other goods and material, which are no longer used or which have become obsolete, worn out, or incapable of being used.

20.02 The Clerk-Administrator shall have the authority to transfer furniture, vehicles, equipment, surplus stock, and other goods and material from one department to other departments.

20.03 The Clerk-Administrator shall have the authority to sell or dispose of all furniture, vehicles, equipment, surplus stock, supplies, or other goods and material which have become unsuitable for use by the Corporation or to exchange or trade the same for new furniture, vehicle, equipment, surplus stock, supplies, or other goods and material.

20.04 Sale of surplus furniture, vehicles, equipment; stock, supplies and other goods and material shall be made to the highest responsive Bidder and the sale shall be made in accordance with the provisions of this By-law where applicable. Notwithstanding the foregoing, the Clerk-Administrator, with the approval of Council, may donate surplus materials to non-profit community groups provided the articles serve to promote and preserve the Municipality's culture and heritage for the enjoyment of future generations.

**22. OPERATIONAL LEASE FLEXIBILITY FOR VEHICLES AND HEAVY EQUIPMENT**

22.01 Notwithstanding subsections 5.13 to 5.18, the Corporation may enter into a Financing Lease or Operating Lease for vehicles, heavy equipment, or other operational assets essential to Municipal service delivery without the requirement for a By-law under subsection 5.13(i), provided that:

(a) The total financial obligation over the term of the lease, including any potential extensions or renewals, does not exceed \$120,000, or such other amount as may be authorized by Council resolution;

(b) Prior to execution of the lease, the Treasurer, in consultation with the Clerk-Administrator, prepares and submits a report to Council that:

i. Evaluates the financial and operational merits of leasing versus purchasing the asset(s), including a summary of estimated cost savings or efficiencies;

ii. Identifies the lease term, payment schedule, and total commitment of funds;

iii. Describes any material risks or contingent liabilities, including early termination clauses, replacement costs, or loss provisions;

(c) Council approves the lease by resolution following review of the Treasurer's report;

(d) The Clerk-Administrator maintains a record of all leases approved under this section and The Treasurer includes a summary of such leases in financial reporting to Council.

**21. BY-LAW REVIEW**

21.01 The Procurement By-law shall be reviewed by Council every five years to ensure that it still meets the Municipality's needs.

21.02 The review shall determine how effective the Procurement By-law has been in achieving the objectives set out in section 1 of the by-law as well as the requirements of the [Municipal Act, 2001, S.O. 2001, c.25](#), as amended.

**22. SHORT TITLE**

22.01 The short title of this by-law shall be the 'Procurement By-law'

**23. REPEAL**

23.01 By-law No. 2019-44, as amended, and any other by-laws not consistent with this by-law are hereby repealed in their entirety.

**24. EFFECTIVE DATE**

24.01 This by-law shall come into force and take effect upon final passing thereof.

**READ** a **FIRST** and **SECOND** time this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

By-law 2025-XX ‘The Procurement By-law”

Schedule ‘A’

The acquisition methods described in this by-law do not apply to the following items:

1. Training and Education

- (a) Conferences, conventions, courses and seminars
- (b) Magazines, books, periodicals
- (c) Memberships

2. Refundable Employees Expenses

- (a) Advances
- (b) Meal Allowances
- (c) Travel and Entertainment
- (d) Miscellaneous-Non-Travel

3. Employer’s General Expenses

- (a) Payroll Deductions Remittances
- (b) Medical
- (c) Licenses (Vehicle, Firearms, etc.)
- (d) Debenture Payments
- (e) Insurance Premiums
- (f) Grants to Agencies
- (g) Damage Claims
- (h) Petty Cash Replenishment
- (i) Payments to Real Property
- (j) Tax Remittances
- (k) Regional Charges to and from other government bodies
- (l) Sinking Fund Payments
- (m) Payments for employment

4. Professional and Special Services

- (a) Committee Fees
- (b) Medical, Laboratory and Pharmacy Services
- (c) Legal fees for expert or professional legal services for all Insurance Matters
- (d) Professional Fees for Engineering, Legal, Planning, Surveying, Auditing Consulting

Services

- (e) Medical and Dental Fees
- (f) Funeral and Burial expenses
- (g) Appraisal Fees
- (h) Witness Fees
- (i) Honorariums

5. Utilities (monthly charges and utility relocations)

- (a) Postage
- (b) Hydro
- (c) Gas
- (d) Telecommunications services
- (e) Waste Disposal Fees (inclusive of recycling)

By-law 2025-XX 'The Procurement By-law''

Schedule 'B'

**IRREGULARITY RESPONSE**

IRREGULARITY	RESPONSE
Late Bids	Automatic rejection and not opened or publicly read <u>or not electronically opened.</u>
Unsealed Envelopes	Automatic rejection
Insufficient Financial Security (No Bid Security or agreement to bond or insufficient Bid Bond or agreement to bond)	Automatic rejection
<del>Bids not Completed in non-erasable medium and signed in ink</del>	<del>Automatic rejection</del>
Incomplete Bids (Part bids – all items not bid)	Automatic rejection, unless, in the joint opinion of the Department Head, the Treasurer and the Clerk-Administrator the incomplete nature is trivial or insignificant
Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic rejection unless, in the joint opinion of the Department Head, the Treasurer and the Clerk-Administrator the qualification or restriction is trivial or not significant
Bids received on documents other than those provided by the Corporation	Automatic rejection unless, in the joint opinion of the Department Head, the Treasurer and the Clerk-Administrator the matter is trivial or insignificant
Bids Containing Minor Obvious Clerical Errors	48 hours to correct and initial errors
Failure to execute Agreement to Bond (Performance Security) or Bonding company corporate seal or signature missing from agreement to bond	Automatic rejection
Failure to execute Bid Security (Financial Security)	Automatic rejection
Corporate seal or signature or both of the Bidder, missing	48 hours to correct
Corporate seal or signature of bonding company missing	Automatic rejection
Other Bid Security – Uncertified Cheques	Automatic rejection
Corporate seal or signature missing	48 hours to rectify situation
<del>Corporate seal or signature missing</del>	<del>Automatic rejection</del>
Un-initialed changes to the Tender documents which are minor (example: the tenderer's address is amended by overwriting but not initialed)	48 hours to initial
Unit process in the Schedule of Prices have been changed but not initialed and the Contract totals are not consistent with the price as amended	48 hours to initial
Unit prices in the Schedule of Prices which have been changed but not initialed and the Contract totals are not consistent with the price as amended	Automatic rejection
Other mathematical errors, which are not consistent with the unit process	48 hours to initial corrections as made by the Treasurer
Documents in which all necessary Addenda, which have financial implication, have not been acknowledged	Automatic rejection
Other Minor Irregularities	The Treasurer, Department Head, and Clerk-Administrator shall have authority to waive

	irregularities, which they jointly consider to be minor
Any Irregularity	Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Township



**CORPORATION OF THE TOWNSHIP OF MCKELLAR****Council Meeting Minutes****August 19, 2025**

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

**ROLL CALL**

Mayor Moore took Roll Call.

**Present:** Mayor David Moore  
Councillors Mike Kekkonen, Debbie Zulak, Nick Ryeland, Morley Haskim  
**Staff:** Deputy Clerk, Mary Smith  
Public Works Superintendent, Thomas Stoneman

**DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF – NONE**

**Moved by: Councillor Mike Kekkonen**  
**Seconded by: Councillor Nick Ryeland**

**25-354** **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 Items 22.1 – Unfinished Business, 17.1 – BP25-01 – Enforcement of On-Site Sewage Systems and 21.2 By-law No. 2025-42 – Being a By-law respecting Construction, Demolition, Change of Use, Conditional Permits and Inspections to follow Item 11.1.

**Carried****RESPECT AND ACKNOWLEDGEMENT DECLARATION**

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

**Moved by: Councillor Debbie Zulak**  
**Seconded by: Councillor Morley Haskim**

**25-355** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Ontario Municipal Act, S.O. 2001, as amended, move into closed session at 6:02 p.m. to discuss the following items:

- 5.1 Minutes of Closed Session – August 5, 2025
- 5.2 Litigation or potential litigation; pursuant to Ontario Municipal Act Section 239(2)(e) – potential litigation.

**Carried**

**Moved by: Councillor Mike Kekkonen**  
**Seconded by: Councillor Nick Ryeland**

**25-356** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into regular open session of Council at 6:36 p.m.

**Carried**

**Moved by: Councillor Morley Haskim**  
**Seconded by: Councillor Debbie Zulak**

**25-357** **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 August 19, 2025.

**Carried**



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes ROLL CALL

August 19, 2025

Mayor Moore took Roll Call.

**Present:** Mayor David Moore  
Councillors Mike Kekkonen, Debbie Zulak, Nick Ryeland, Morley Haskim  
**Staff:** Deputy Clerk, Mary Smith  
Chief Building Official, Chris Bordeleau  
Treasurer, Roshan Kantiya

### DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF – NONE

**Moved by: Councillor Mike Kekkonen**  
**Seconded by: Councillor Nick Ryeland**

**25-358** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the deputation from Pahapill and Associates Professional Corporation – Independent Auditors Report, for information purposes.

Mayor Moore opened the floor for public discussion regarding the deputation from Pahapill and Associates Professional Corporation on the Independent Auditor's Report. Lawrence Rubin provided comments in person.

**Carried**

**Moved by: Councillor Mike Kekkonen**  
**Seconded by: Councillor Nick Ryeland**

**25-359** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has reviewed, on multiple occasions, the details regarding Municipal Insurance for Township bridges;

**AND WHEREAS** the renewal of this insurance will commence on September 19, 2025, and extend through the 2025–2026 term;

**AND WHEREAS** Council has considered the addition of specific bridges, or alternatively, comprehensive coverage for all Township bridges;

**NOW THEREFORE BE IT RESOLVED THAT** Council hereby approves the following insurance option:

**Comprehensive Insurance Coverage for All Bridges** – coverage for all Township bridges for the 2025–2026 term, at a total premium of \$17,773.00, which provides full assessed value replacement with a deductible of \$10,000.00 per occurrence.

**AND FURTHER THAT** to accommodate any additional costs that may arise, Council authorizes the Treasurer to reallocate funds from the Hurdville Bridge budget to ensure appropriate financial management and coverage;

**AND FURTHER THAT** the Treasurer is hereby authorized to make the necessary arrangements with BrokerLink to implement the approved insurance coverage.

**Carried**

Treasurer Roshan Kantiya left the meeting at 7:04 p.m.

**Moved by: Councillor Debbie Zulak**  
**Seconded by: Councillor Morley Haskim**

**25-360** **WHEREAS** some municipalities within the Parry Sound District have recently expressed their intent to withdraw from the North Bay-Mattawa Conservation Authority (NBMCA) for the purpose of assuming responsibility for septic system approvals;

**AND WHEREAS** MPP Graydon Smith has initiated the process of amending the Ontario Building Code to permit municipalities to assume enforcement responsibility for on-site sewage systems;





## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes

August 19, 2025

**AND WHEREAS** the Township of McKellar recognizes that assuming this responsibility would place significant additional demands on the Township's Building Department, including the need for specialized training and increased staffing;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does not wish to pursue the transfer of enforcement responsibility for on-site sewage systems from the North Bay-Mattawa Conservation Authority at this time;

**AND FURTHER THAT** the Township will continue to monitor provincial developments and reassess this matter should circumstances change in the future.

**Carried**

**Moved by: Councillor Mike Kekkonen**

**Seconded by: Councillor Nick Ryeland**

**25-361** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2025-42 – Being a By-law respecting Construction, Demolition, Change of Use, Conditional Permits and Inspections, a First and Second reading.

**Carried**

**Chief Building Official Chris Bordeleau left the meeting at 7:39 p.m.**

**Moved by: Councillor Morley Haskim**

**Seconded by: Councillor Debbie Zulak**

**25-362** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the August 5, 2025, Regular Meeting of Council, as circulated

**Carried**

**Moved by: Councillor Mike Kekkonen**

**Seconded by: Councillor Nick Ryeland**

**25-363** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has no objections to the approval of Consent Application No. B14/2025 (Ward) as applied for by Cameron Ward, subject to the following conditions:

1. Payment of a fee in lieu of parkland as required in the Township of McKellar Fees and Charges By-Law;
2. 911 Addressing for the proposed new lot;
3. That the applicant convey any portion of Lakeshore Road, for severed and retained properties, 10 metres from the centre line to the Township of McKellar;
4. Payment of any applicable planning board fees.
5. That written confirmation be received from the Public Works Superintendent that an entrance permit can be approved.
6. That the retained lot frontage is to be confirmed.

**Carried**

**Moved by: Councillor Debbie Zulak**

**Seconded by: Councillor Morley Haskim**

**25-364** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has received Consent Application No. B44/2024(McK) to create one (1) new waterfront lot and a right-of-way in Part of Lots 32 & 33, Concession 4, Township of McKellar, as applied for by Fred and Edith Flood; and

**FURTHER THAT** the application is hereby deemed complete.

**Carried**



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes

August 19, 2025

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

- 25-365 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Township of McKellar Recreation Committee meeting minutes of July 24, 2025, for information purposes.

Carried

Moved by: Councillor Morley Haskim

Seconded by: Councillor Debbie Zulak

- 25-366 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive Report PW-2025-07 Request for Winter Maintenance on Fox Farm Road from Public Works Superintendent, Thomas Stoneman; and

**FURTHER THAT** Council decline the request from the Fox Farm Road Extension Association (FFREA) to extend winter maintenance to the 770-metre stretch between 6 Fox Farm Road and Watkins Lane at this time, due to safety concerns related to inadequate turnaround space, the absence of full-time residences, and the need to first review the Township's existing winter maintenance routes for safety and efficiency.

Mayor Moore opened the floor for public discussion. Lawrence Rubin spoke on the matter in person. Leslie Chester provided comments via Zoom. Robert Jurk also spoke on the matter in person.

Deferred

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

- 25-367 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby receives the accounts payable preliminary cheque run report for July 2025 from Treasurer, Roshan Kantiya, for information purposes.

Carried

Moved by: Councillor Debbie Zulak

Seconded by: Councillor Morley Haskim

- 25-368 **WHEREAS** the Georgian Bay Biosphere Reserve was designated by UNESCO in 2004 as a region of global ecological significance; and

**WHEREAS** the Township of McKellar is committed to promoting environmental values and sustainable development, and have collaborated with the Georgian Bay Mnidoo Gamii Biosphere (GBB) organization on many projects since 2014, including conservation, education, climate action, community development, and reconciliation; and

**WHEREAS** the UNESCO biosphere reserve designation, and the work coordinated by GBB as an organization in Canada, are both highly valued by our community and by our Council;

**NOW THEREFORE** the Township of McKellar is proud to support the Georgian Bay Biosphere Reserve in its continued designation by UNESCO and look forward to participating in the next ten years of collaborative activities.

Carried

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

- 25-369 **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby declare the 2014 885 Case Backhoe as surplus to the needs of the Township.

**AND FURTHER THAT** staff are directed to dispose of the surplus equipment in accordance with the Township's Procurement and Disposal of Assets Policy.

Carried



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

### Council Meeting Minutes

August 19, 2025

Moved by: Councillor Morley Haskim

Seconded by: Councillor Debbie Zulak

25-370      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar has deferred Item 21.1, the Fees and Charges By-law No. 2025-41, to the next regular meeting of Council.

Carried

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

25-371      **BE IT RESOLVED THAT** By-law No. 2025-43, Being a By-law to Establish Rules and Regulations for the Management and Control of All Cemeteries Operated by the Corporation of the Township of McKellar and to Repeal By-laws 2012-14, 2012-18, and 2016-06, be **read** a **Third** time and **passed** in Open Council this 19th day of August, 2025.

Deferred

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

25-372      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Consent Agenda for correspondence.

Carried

Mayor Moore opened the floor to the public for questions and comments regarding items on the agenda; no comments were made in person or via Zoom.

Moved by: Councillor Debbie Zulak

Seconded by: Councillor Morley Haskim

25-373      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2025-47, being a By-law to Confirm the Proceedings of Council, a first and second reading;

**AND FURTHER** give a **Third reading** and **Pass** in open Council this 19th day of August 2025.

Carried

Moved by: Councillor Mike Kekkonen

Seconded by: Councillor Nick Ryeland

25-374      **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 9:30 p.m. to meet again on Tuesday, September 2, 2025, or at the call of the Mayor.

Carried

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David Moore, Mayor

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Mary Smith, Deputy Clerk





## **Township of McKellar**

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

Phone: (705) 389-2842

Fax: (705) 389-1244

September 2, 2025

Patrick Christie  
Parry Sound Area Planning Board  
1 Mall Drive, Unit 2  
Parry Sound, ON  
P2A 3A9

via Email: [psapb@vianet.ca](mailto:psapb@vianet.ca)

**Re: Consent Application – B05-2025 (Oldham)**

Dear Patrick,

Please be advised that all of the following conditions for the above noted Consent Application have been met.

1. Payment of a fee in lieu of parkland as required in the Township of McKellar fee By-law (fee paid on July 9, 2025);
2. 911 addressing for the proposed new lot (addressing issued and signs purchased on July 9, 2025);
3. Payment of any applicable planning board fees;
4. That 10 metres from the centreline of Balsam Road be transferred to the Township, if found to not be in the Township's ownership (acknowledgement and direction signed on August 14, 2025).

Regards,

Karlee Britton  
Clerk/Administrator  
Township of McKellar



## LAKE STEWARDSHIP AND ENVIRONMENTAL COMMITTEE OF MCKELLAR TOWNSHIP

## Draft Minutes

Thursday July 17, 2025

† Educational resources posted by this committee are available on the Township of McKellar Website here:

<https://www.mckellar.ca/en/township-services/resources/Links-to-YouTube-Videos.pdf>

Our Facebook page is located at <https://www.facebook.com/profile.php?id=61565497380905&mibextid=ZbWKwL>

Item	Time	Please note: These are ongoing agenda items. Only items marked with an * will be discussed at the next meeting.
1.		<p>Land Acknowledgement:</p> <p>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.</p>
2.		<p>Roll Call: Tony Best (); Ross Crockford (v); Peter Duffey (v); Jennifer Ghent-Fuller (v) ; Carl Mitchell (); Nick Ryeland (v); Rick Speers (v); Rob Gibson ()</p> <p>We need 5 committee members to have a quorum (v)</p> <p>Does anyone have a declaration of pecuniary and/or personal interest and general nature thereof? No</p>
3.1		<p>Motion to accept the minutes of June 12, 2025. (attached)</p> <p>Moved: Peter                      Seconded: Ross                      Approved: v</p> <p>Amendment: none</p> <p>Approved with Amendment :</p>
3.2		<p>Would any committee member like to add any item to the agenda? – no</p> <p>Motion to accept the agenda: Moved: Seconded: Accepted ( )</p>
3.3		<p>Strategic Planning - Does anyone have any environmental issues they would like to discuss?</p> <p>Discussion of Strategic planning moved to the end of the meeting.</p>
4. Goals		<p>General Updates on Current Issues.</p> <p><b>NOTE: Numbers have been changed to reflect deleted items.</b></p>
4.1		<p>Waterfront/Shoreline Protection</p> <p>July 17 2025 – Shorelands brochure going out with the tax mailings this month. Most residents are still on snail mail. All committee members finished the distribution to their list of new residents of the Environmental Publications booklet. The response was good with some residents getting in touch to say how much it was appreciated.</p> <p>June 12 2025 –</p> <ol style="list-style-type: none"> <li>200 copies of Environmental Considerations booklet have been printed – 25 left at the Township Office for now –</li> <li>Members of the committee were assigned a section of the 88 new property owners who have moved into the Township since the beginning of 2022 when the LSEC and many volunteers distributed the Lake Protection Workbook and assorted other environmental information to all households.</li> </ol>

		<p>3. Members picked up as many copies of the Environmental Considerations as they needed, as well as copies of the Lake Protection workbook and the addresses to deliver them to by July 1 2025.</p> <p>4. The remainder will be available at the McKellar Market MLCA booth for other McKellar residents. At the end of the summer, any leftovers will be delivered to the Library and the Township office for residents to pick up if they are interested.</p>
4.2		<p>Water Sampling July 17 – sampling for phosphorus started again this week – E coli and phos samples go in July 28</p>
4.3		<p>Publicity July 17, 2025 Permission was obtained from the Township Office and the Fire Chief to put signs up on the Fire Board at the Transfer Station, and signs were posted. After the Fire Prevention day – July 20 – the Facebook sites will be advertised at the market. We will make FB posts as needed and not necessarily weekly. June 12 we plan to do at least one FB post per topic and put a notice on Facebook with the link to the document The library requested that LSEC have a table on environmental issues at the Sept 27 repair day at the library – Peter can attend, as can Jennifer and possibly Ross July 6<sup>th</sup> - We have also been requested to host a table at the Rib Fest Jennifer, Ross and Rick attended <a href="https://www.facebook.com/profile.php?id=61565497380905&amp;mibextid=ZbWKwL">https://www.facebook.com/profile.php?id=61565497380905&amp;mibextid=ZbWKwL</a> Presentations - YouTube videos from this committee are posted here: <a href="https://www.mckellar.ca/en/township-services/resources/Links-to-YouTube-Videos.pdf">https://www.mckellar.ca/en/township-services/resources/Links-to-YouTube-Videos.pdf</a> along with other videos Our postings (listings and a table of contents) are uploaded on the township web page under “Residents/Environment.” Jennifer will continue gradually updating the page with Megan Attard’s help. <a href="https://www.mckellar.ca/en/living-in-our-community/environment.aspx">https://www.mckellar.ca/en/living-in-our-community/environment.aspx</a></p>
4.4		Earth Day / <b>Clean Up Our Lakes</b> / Recycling
4.5		<p>Fishing / Wildlife – July 17 - 1. Update on Save the Turtles campaign (<b>Ross</b>) – Signs need to be posted in pairs so traffic going each way can see them – twice the cost – keep in mind for the budget – The FB page <b>McKellar Reptile Crossings</b> has 47 followers and has received 31 reports – there are more on iNaturalist about the McKellar area over the past 5 years – There are reports of turtle crossings the full length of Centre Rd and Hurdville Rd and some on other roads June 15The campaign has received 15 reports of turtle locations – mainly painted turtles. A google map has been created.  June 12 – Get the Lead Out campaign - Lead tackle can be dropped off at the McKellar Market or the McKellar Township Library – There is also a petition to sign asking the Ontario government to ban the selling of lead tackle.</p>
4.6		<p>Benthic Study July 17 - GBB will do Benthic sampling again in July 2025 – July 2024 – Sampling took place in 3 sites - Report from GBB was posted in November – Magnetawan Land Trust may receive a grant to conduct benthic testing – they inquired whether we would like to be included – MLCA requested input from Jennifer who suggested a site at the north of Grey Owl Lake where Lorimer lake feeds in because there is/was a proposed industrial development at Hwy 124 and Lorimer Lake Rd. N. and the benthic population is sensitive to industrial waste so it would be good to have a baseline.</p>
4.7		<p>Pesticides/Fertilizers – July 17 – <b>Next brochure/campaign</b> should be discouraging widespread spraying to kill insects – affects food supply for birds, kills off bees that are housed in local apiaries</p>



4.8		<p>Invasive Species –</p> <p>July 17 –</p> <p>Signage was put up at the Lakeshore Rd. boat launch to protect our lake against invasive species with Township permission – All the boat launches have signs now. It was closed in 2022 when we put up the other signs.</p> <p>Discussion at the Market – a lady who used to work for FOCA on invasive species said that she hadn't seen any invasive milfoil in Manitouwabing – only indigenous milfoil</p>
4.9		<p>Water Levels –</p> <p>Feb 13 – the updated paper on water levels and the appendices were reposted Jan 2025  <a href="https://www.mckellar.ca/en/living-in-our-community/resources/2025-01-17-Water-Levels-on-Manitouwabing-Lake-JGF">https://www.mckellar.ca/en/living-in-our-community/resources/2025-01-17-Water-Levels-on-Manitouwabing-Lake-JGF</a></p>
4.10		<p>Pollinator Patches / Gardens–</p> <p>July 17 2025 – Moved:Peter Seconded: Ross that LSEC no longer take any action on the pollinator garden at the Community Centre. Approved.</p> <p>Feb 13 – Sue will take a look at the pollinator garden in the spring. – Sue indicated that the pollinator garden has been taken over by golden rod and there are mainly plants that bloom in the fall – should move to more plants that bloom in the summer</p> <ul style="list-style-type: none"> <li>- Need to contact GBB to see if they will participate</li> </ul>
4.11		<p>Organic Waste Planning (investigate the possibility of a processing facility shared with other townships in the future?)</p>
4.12		<p>Drinking Water Source Protection</p> <p>July 17 – Well Maintenance – we have contacted the Ontario Ground Water Association and they are willing to participate in a seminar – they sent an outline and want us to look it over – Rob is going to give feedback and then we'll set a date for a webinar</p> <p>July 17 – Plan going forward is to examine whatever plan FOCA evolves with their pilot project on Drinking Water Source Protection for those areas not covered under the Clean Water Act this summer of 2025 and discuss in 2026 the possibilities whether carry out a similar plan in 2027 in cooperation with MLCA</p> <p>June 12 – Terry Rees, former CEO of FOCA has been leading a project to format an implementation program for Drinking Water Source Protection for areas that are outside a municipal drinking water system. This summer there are three projects underway and the end result will be a manual giving guidance for other areas on how to implement this. We may be able to work on such a project for McKellar Township next summer, if the manual/guidelines are available.</p> <p>- "Best Practices for Drinking Water Source Protection" distributed to committee members for review prior to the meeting as well as a link to a video by Kyle Smith on Well Maintenance, placed on Youtube by Quinte Conservation</p> <ul style="list-style-type: none"> <li>- FOCA is working with 3 lake associations this summer to develop implementation guidelines for establishing Drinking Water Source Protection in an area uncovered by current legislation. We may be able to follow these guidelines if they are ready to go next summer.</li> <li>- We could publicize the availability of the testing of treated household water by the Health Department – Peter will follow up with a Facebook post and publicity will be done at the Market Booth this summer.</li> </ul>
4.19		<p>Strategic Planning - The publication of "Environmental Considerations for McKellar Township Residents" represents a turning point for the committee. We can move into a mode of updating and expanding/retracting the booklet with a goal of updating it every year, distributing it to new residents with the Lake Protection Workbook, as well as long-time residents who want a hard copy and having the newest version online.</p>

		<p>We looked at the frequency of meetings and briefly considered cancelling winter meetings (December through March), however it was felt that we have done good work thus far and to pull back the frequency of meetings would cause us to lose momentum.</p> <p>We may cancel the December meeting, however, in order to do that we'd have to draft the budget in October and be ready to do revisions in November if Council so desires. However, we could have a meeting in December if need be.</p> <p>We will keep having the spring "Clean up our Lakes, Rivers and Roads" campaign to encourage residents to maintain the beauty of the township.</p> <p>The committee members will each monitor one environmental publication/ Newsletter/ organization with a view to keeping the other members informed and updating 'Environmental Considerations.'</p> <p><i>Peter</i> will monitor Safe Quiet Lakes, including the survey results and Transport Canada rulings on Wake Boats. [There have been public hearings. Municipalities have the jurisdiction to make the waterways motorless, allow motors of 9.9 HP or less, or have no limits on watercraft. There have been Transport Canada hearings about moving wake surfing into its own category, however boats cannot exceed 10 km/h close to shore (within 30m), but there is difficulty enforcing that limit. Only transport Canada can be effective at restricting the use of wake boats which are so destructive to the shoreline and shore bird nests.]</p> <p><i>Ross</i> will monitor FOCA</p> <p><i>Jennifer</i> will monitor Watersheds Canada and Water Magazine</p> <p><i>Rick</i> will monitor Firesmart.</p> <p><i>Nick</i> will monitor Council and report back any developments that affect our Environmental work</p> <p>Perhaps Rob can monitor changes at MNR that are of significance to us.</p> <p>We need someone to monitor changes in Fishing Regulations and trends etc.</p>												
		Ongoing items deleted from Agendas and Minutes: Septic Education, Microplastics, Fish Catch reporting sign at Armstrong Lake following stocking, Catch and Release signs, Dark Skies, ICE CAP, EV Chargers, Organic Waste Planning. These items can be brought back as needed.												
5.		Budget – discussed at Council April 1 2025												
6.		<p><b>Our meetings are now held on the third Thursday of the month.</b></p> <table><tr><td><del>January 9<sup>th</sup></del></td><td><b>July 17<sup>th</sup></b></td></tr><tr><td><del>February 13<sup>th</sup></del></td><td><b>August 21st</b></td></tr><tr><td><del>March 13<sup>th</sup></del></td><td><b>September 18<sup>th</sup></b></td></tr><tr><td><del>April 10<sup>th</sup></del></td><td><b>October 16<sup>th</sup></b></td></tr><tr><td><del>May 8<sup>th</sup></del></td><td><b>November 20<sup>th</sup></b></td></tr><tr><td><del>June 12<sup>th</sup></del></td><td><b>Dec 18<sup>th</sup></b></td></tr></table> <p>The Council Chamber is available and has been booked for Third Thursdays.</p> <p>Old information is occasionally removed from the bottom of each item in these minutes, but can be found in old minutes on the Township's web page under Environment.</p>	<del>January 9<sup>th</sup></del>	<b>July 17<sup>th</sup></b>	<del>February 13<sup>th</sup></del>	<b>August 21st</b>	<del>March 13<sup>th</sup></del>	<b>September 18<sup>th</sup></b>	<del>April 10<sup>th</sup></del>	<b>October 16<sup>th</sup></b>	<del>May 8<sup>th</sup></del>	<b>November 20<sup>th</sup></b>	<del>June 12<sup>th</sup></del>	<b>Dec 18<sup>th</sup></b>
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<del>June 12<sup>th</sup></del>	<b>Dec 18<sup>th</sup></b>													
7.		<p>Motion to adjourn.</p> <p>Moved: Ross Seconded: Rick Approved: Yes Time: 8:30 pm</p>												



# McKellar Township Report to Council

**Prepared for:** Mayor and Council

**Department:** Building Department

**Date:** August 21, 2025

**Report No:** BD-25-02

**Subject:** Rationale for proposed building permit fee changes

## Recommendation:

Council and the public receive this report as information in regards to the activity within the Building Department for the years 2018-2025, versus the cost of operating the building department on average. The reason for the report is to provide additional rationale for the change in building by-law fees.

## Background:

As legislated through the *Building Code Act* (ss. 7(4)) and the Ontario Building Code (Div. C, 1.9.1.1.), this report outlines the total fees collected within the 12-month period from January to December over the past 7 years (Schedule "C"). It also provides a breakdown of costs incurred by the department, both direct and indirect. This information is required to be available to the public. The past 7 years were used as it has been since 2018 since the fees were last updated.

## Financial Analysis/Discussion:

The information that was assessed to determine the anticipated reasonable costs for administration and enforcement of the town's responsibilities under the Building Code Act was as follows:

1. Calculation of revenue
  - a) Building permit activity and fees paid over the last 7 years
2. Calculation of costs
  - a) Direct costs
  - b) Not set values on indirect costs

## Building Department Background

When applications come to the building department, the applicant may meet with the CBO to discuss preliminary items such as compliance with code, compliance with Zoning By-Laws, completeness of application etc. Then first step in the permit process is verifying compliance with Zoning By-Laws. This is typically done through a planning department, however in McKellar the responsibility lies with the CBO. Once the application is verified to be in compliance with Zoning By-Laws, verification of the completeness of the application is done along with verifying the plans comply with the Building Code Act and the Building Code.

As stated in the code, the building department has 10 business days from the time we receive the application, to notify the applicant if the permit can or cannot be issued. Typically this process can take 1-2 weeks of back and forth between CBO and applicant before there is full compliance with the Building

Code and the Act. Once there is compliance with all aspects of the Code and the Act, a permit can be issued.

Once the permit is issued, the applicants are notified that the permit is ready for pickup. Attached to every permit issued is a copy of the inspection list. This inspection list indicates every inspection they are required to call for and can be as many as 11 inspections. Once the inspection is called for, the building department has 48 hours to complete the inspection. Although there are 11 required inspections, typically on a complete build, I would conduct 13-17 inspections as not all inspections are ready and complete at the time of inspection. A more simple building such as a garage could vary anywhere from 4-7 inspections, depending on readiness for inspections.

**Conclusion:**


The Building Department will continue to effectively monitor and track inner-department activity (with the assistance of the Treasury Department) and will report back to Council annually. Attached as Schedule "A" are the building departments proposed recommended changes to the building permit fee schedule. All proposed changes have been compared to similar townships in the area and reflect what I believe are reasonable costs for permits (Schedule "B" fee comparison).

As shown in Schedule "C", 6 of the past 7 years, the building department has operated at a loss. One outlier year has helped to offset the loss over the other 6 years. With this outlier year during Covid helping to offset this difference, the building department has still operated at a loss of \$24,789.50. When operating at a loss, without a reserve to cover the years when the operation is not revenue neutral, property taxes are used to offset the loss.


It is recommended that the small increase in fees is justified as a necessary step to ensure the building department can continue to provide timely, efficient, and high-quality services to the community. The current fees no longer reflect the true cost of reviewing plans, conducting inspections, enforcing the Ontario Building Code and maintaining compliance with the ever-evolving regulations. Increased construction activity and more complex building codes have placed higher demands on staff time, training, and technology, while operating costs such as equipment, software, training, among others have risen significantly. Adjusting permit fees will allow the department to recover a fair share of these costs, while reducing reliance on general tax revenue, and maintain the level of service and public safety that residents and builders expect.

The basis of this report is to outline and hopefully provide a better understanding to council of the costs the building department incurs on a yearly basis from a historical perspective. It will be Council's decision to revise the building fees based on this report.

**Respectfully submitted by:**

  
Chris Bordeleau  
Chief Building Official

**Reviewed by:**

  
Karlee Britton  
Clerk Administrator

**Attachments:**

- Schedule "A" – Proposed fees (1 page)
- Schedule "B" – Comparison of various townships (1 page)
- Schedule "C"- Past 7 year fees vs. revenue comparison

**Schedule “A” to report No. BD-25-02**  
**Schedule ‘E’ to By-law 2024-XX**

**BUILDING DEPARTMENT**

Type of Structure	Rate to Determine Fee		Minimum Fee	
	Current	Recommended	Current	Recommended
Dwellings, Sleeping Cabins, Additions, Commercial	\$11.50 per \$1,000.00 of construction value <b>or</b> \$1.43 per sqft of gross floor area as defined in the OBC, whichever is greater	\$11.50 per \$1,000.00 of construction value <b>or</b> \$1.85 per sqft of gross floor area as defined in the OBC, whichever is greater	\$ 350.00	\$400.00
Boathouses, Garages, Storage Buildings and Other similar accessory structures	\$11.50 per \$1,000.00 of construction value <b>or</b> \$0.54 per sqft, which ever is greater	\$11.50 per \$1,000.00 of construction value <b>or</b> \$0.80 per sqft, which ever is greater	\$ 205.00	\$300.00
Repairs or Renovations	Value may be determined by the Chief Building Official, \$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value <b>or</b> \$0.80 per sqft, which ever is greater	\$ 205.00	\$300.00
New or renewal of Foundation	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value	\$ 350.00	\$500.00
Decks	Flat Fee	Flat Fee	\$ 205.00	\$250.00
Docks	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value	\$ 100.00	\$125.00
Plumbing	Flat Fee	Flat Fee	\$ 100.00	\$150.00
Demolition Permits	Flat Fee	Flat Fee	\$ 100.00 (Part 9) \$ 150.00 (Commercial)	\$ 150.00 (Part 9) \$ 300.00 (Commercial)
Change of Use	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value <b>or</b> \$1.10 per sqft, which ever is greater \$150.00 flat fee if no construction required	\$ 150.00	\$250.00
Chimney, Fireplace or Woodstove	Flat Fee	Flat fee \$150.00	\$ 100.00	\$150.00
Revised Drawings	\$ 50.00 per page if plans reviewed only, \$ 100.00 per page if required after inspection(s)	No Change	\$ 50.00 per page if plans reviewed only, \$ 100.00 per page if required after inspection(s)	No Change
Re-Inspection for Failed or Not Ready (at CBO’s discretion)	\$ 50.00 per inspection	\$ 50.00 per inspection At the discretion of the CBO	\$ 50.00 per inspection	\$ 50.00 per inspection At the discretion of the CBO
Temporary Permit	Flat Rate - Tent Flat Rate - Construction Uses (1yr Max.)	\$ 85.00 \$ 150.00	\$ 85.00 \$ 150.00	No Change
Farm Buildings on Registered Farms (OFA#)	\$11.50 per \$1,000.00 of construction value or \$0.34 per sqft, whichever is greater	\$11.50 per \$1,000.00 of construction value or \$0.42 per sqft, whichever is greater	\$ 150.00	\$200.00



Transfer of permit to new owner(s)	NONE	\$100.00	N/A	\$100.00
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**BUILDING DEPARTMENT**

**Inactive Permits**

Permits outstanding for five years or more and for which there are no records of an active inspection being done or requested within the previous years.

\$ 200.00 Flat Rate

**Special Provision**

The Chief Building Official may, where a proposed building or structure is not included in the above, or where there is a dispute, calculate the estimated value at their discretion.

**General**

At the discretion of the Chief Building Official, an administrative fee for construction prior to obtaining a permit may be applied:

1.	Any class of permit with a construction value less than \$5,000.00	\$ 150.00
2.	Any class of permit with a construction value of \$5,001.00 - \$15,000.00	\$ 300.00
3.	Any class of permit with a construction value of \$15,001.00 or more	
	Double permit fee calculated under Schedule "E"	

**Schedule ‘F’ to By-law 2024-XX**

**CEMETERY**

**Fees are subject to HST**

Cemetery Operator Licence #3293741

Schedule “B”

BUILDING DEPARTMENT

Type of Structure	Rate to Determine Fee		Rate to Determine Fee	
	McDougall 2024	Lake of Bays	Seguin	Carling 2024
Dwellings, Sleeping Cabins, Additions, Commercial	2.07 per sqft +0.79 per sqft unfinished basement	\$12.00 per \$1,000.00 of construction value or \$1.75 per sqft, which ever is greater	\$10.00 per \$1000.00 of construction value Or \$175/sqft habitable+125/sqft unhabitable	\$200 per sqft at a rate of \$13.00 per sqft  \$2.60 per sqft Min 363
Boathouses, Garages, Storage Buildings and Other similar accessory structures	1.06 per sqft	\$12.00 per \$1,000.00 of construction value or \$1.00 per sqft, which ever is greater	1.25 per sqft  Min \$500	\$74 per sqft at a rate of \$13.00 per sqft  0.962 per sqft Min 363
Repairs or Renovations	\$12.00 per \$1,000.00 of construction value	0.75 per sqft	1.75 Sqft Or \$10.00 per \$1,000.00 of construction value	Value times \$13.00 per \$1,000.00 of construction value
New or renewal of Foundation	0.79 per sqft	\$500.00 flat fee	\$450.00 flat fee	\$604.00
Decks	0.79 per Sqft	0.75 per sqft	Flat \$450.00	42 per sqft at a rate of \$13.00 per sqft 0.546 per sqft Min 351
Docks	\$165.00 flat	0.75 per sqft	Flat \$450.00	\$151.00
Plumbing	\$300.00		\$ 300.00 flat fee	\$121.00
Demolition Permits	\$150.00 flat fee	\$ 150.00 (Part 9) \$ 300.00 (Commercial)	Flat fee \$150	\$121.00
Change of Use	\$11.50 per \$1,000.00 of construction value	\$11.50 per \$1,000.00 of construction value or \$1.10 per sqft, which ever is greater	\$ 150.00	
Chimney, Fireplace or Woodstove	\$300.00	No Change	Flat fee \$300.00	\$121.00

Revised Drawings	\$50.00 per page	No Change	\$150.00 flat fee	N/A
Re-Inspection for Failed or Not Ready (at CBO's discretion)	\$150.00	\$100-\$200	\$150.00	\$90.00
Temporary Permit	\$100.00	\$ 150.00	\$300.00	\$151.00
Farm Buildings on Registered Farms (OFA#)	0.79 per sqft	N/A	N/A	\$42 per sqft at a rate of \$13.00 per sqft  0.546 per sqft Min 351

Carling (administrative fee): Additions to existing residential, commercial, industrial, and institutional buildings (including decks, porches, garages etc) are subject to surcharge of \$351.00 and will be added to the corresponding permit fee.



**Schedule "C"**  
**TOWNSHIP OF MCKELLAR**

<b>REVENUE</b>	<b><u>2024</u></b>	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Building permit fees	\$161,727.57	\$112,124.73	\$151,375.47	\$219,908.25
<b>DIRECT COSTS OF OPERATION</b>	\$147,988.16	\$144,784.54	\$133,837.18	\$109,827.44
<b>INDIRECT COSTS OF OPERATION</b>	\$33,624.37	\$26,883.24	\$31,724.91	\$31,322.03
<b>TOTAL</b>				
Expenses	<u>\$181,612.53</u>	<u>\$171,667.78</u>	<u>\$165,562.09</u>	<u>\$131,149.47</u>
Total Revenue	<u>-\$161,727.57</u>	<u>-\$112,124.73</u>	<u>-\$151,375.47</u>	<u>-\$219,908.25</u>
Deficit	<u>-\$19,884.96</u>	<u>-\$59,543.05</u>	<u>-\$14,186.62</u>	<u>+\$88,758.78</u>
<b>REVENUE</b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>	
Building permit fees	\$141,820.00	\$132,375.00	\$109,568.00	
<b>DIRECT COSTS OF OPERATION</b>	\$130,277.65	\$124,154.00	\$97,156.00	
<b>INDIRECT COSTS OF OPERATION</b>	\$15,130.00	\$13,000.00	\$23,979.00	
<b>TOTAL</b>				
Expenses	<u>\$145,407.65.</u>	<u>\$137,154.00</u>	<u>\$121,135.00</u>	
Total Revenue	<u>-\$141,820.00</u>	<u>-\$132,375.00</u>	<u>-\$109,568.00</u>	
Deficit	<u>-\$3,587.65</u>	<u>-\$4,779.00</u>	<u>-\$11,567.00</u>	

**\*Note\***

Not included in this chart are direct and indirect costs (expenses) such as:

- Planning opinions	-Office space	-Time from Clerk spent on building related issues
-Hydro	-Heat	-Admin time spent on building related issues
-Legal opinions	-Internet	-IT support
-Insurance for the building department	-Office Phone	-Accounting





# Township of McKellar

## Report to Council

**Prepared for:** Mayor & Council      **Department:** Public Works  
**Date:** September 2, 2025      **Report No:** PW-2025-08

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**Subject:** Dog Lake Culvert Replacement

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### Recommendation:

Be It Resolved That the Council of the Corporation of the Township of McKellar does hereby receive Report PW-2025-08 Dog Lake Culvert Replacement from Public Works Superintendent, Thomas Stoneman; and

Further That Council authorize the replacement of the collapsed culvert on Broadbent Road near Dog Lake, as outlined in this report.

### Background:

The "Dog Lake" culvert is located on Broadbent Road near Dog Lake. During routine inspections, it was discovered that the culvert has partially collapsed. Its current condition raises concerns about whether it will withstand the spring runoff. To prevent potential failure during the spring thaw, it would be advantageous to replace the culvert this fall.

### Analysis:

It is recommended that the failing culvert be replaced with a poly-coated steel culvert. This type of culvert combines the strength of steel with a plastic coating for extended durability, protecting against rust and providing a lifespan of 75–100 years.

The new culvert has an expected delivery time of three weeks. While the Public Works crew is capable of completing the installation, the Township will need to rent a larger excavator due to the culvert's depth, as existing equipment is insufficient for the job.

If the culvert is not replaced this fall, there is a significant risk that spring runoff could overwhelm the structure, leading to failure and potentially washing out Broadbent Road.

### Financial:

This project was not budgeted for in 2025; therefore, Council approval of the expenditure is required. However, a surplus remains in the Hurdville Bridge capital GL due to railing repairs being completed under budget. The Treasurer supports reallocating this surplus to fund the Dog Lake culvert replacement, as it is within the bridges and culverts allocation and any remaining funds will return to the capital construction fund.

Quotations were requested from two vendors, who bid on the Township's culverts in 2025. Prices were very competitive between each vendor. Armtec was the only vendor able to supply the required diameter in a long-life plastic culvert, made in Sudbury, ON. The recommended option is:

1800mm (72-inch) diameter, 23 metres (75 feet) long poly-coated steel pipe:	\$19,109.55
Excavator rental (1 week):	\$3,700.00
Estimated total (excluding HST):	<b>\$22,809.55</b>

*Delivery time: 3 weeks*

**Policies Affecting Proposal:**

N/A

**Conclusion:**

The Dog Lake culvert on Broadbent Road is in a failed condition and poses a risk if not addressed before spring runoff. Replacing the culvert this fall with a poly-coated steel pipe will provide a long-term, cost-effective solution with an expected service life of up to 100 years. Funding is available through surplus capital funds, minimizing the impact on the Township's budget.

Council's approval of this replacement project will ensure the continued safety, accessibility, and reliability of Broadbent Road for residents and emergency services.

**Respectfully submitted by:**



Thomas Stoneman, Public Works Superintendent

**Reviewed by:**



Karlee Britton, Clerk/Administrator

**Attachments:** None.

**Karlee Britton**

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**From:** Dave Spiegl <spiegl.dave@gmail.com>  
**Sent:** August 24, 2025 8:59 PM  
**To:** Karlee Britton  
**Cc:** Dave Spiegl  
**Subject:** Road plowing request 2025 for Deerfield and Bay for upcoming Winter

The MPA is requesting that McKellar once again performs our winter plowing this upcoming winter (2025/2026) for Deerfield and Bay Drives.

There are at least a dozen properties with year round residents living in our subdivision and so I believe this meets your thresholds for considering the winter maintenance as per historical precedences and past McKellar practices.

Could the Council please discuss this request at its earliest convenience so that we can get a decision as soon as possible so that we have confirmation and we can finish up the rest of our maintenance planning.

If you have any questions regarding this request feel free to phone me at [647.581.5974](tel:647.581.5974) or via email at the address above.

Thanks in advance.

Dave Spiegl  
MPA President

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## **District of Parry Sound Municipal Association**

*c/o Township of McKellar, 701 Hwy 124 McKellar, ON P0G 1C0*

**President:** Lynda Carleton

**Secretary-Treasurer:** Karlee Britton

**Fall 2025 Agenda – 171<sup>st</sup> Meeting – Friday, September 26, 2025**

**Hosted by the Township of Seguin**

**Orrville Community Centre, 1207 Highway 518, Orrville, ON P2A 0B6**

**8:15-9:00**

Registration / Coffee sponsored by **MPAC**

**9:00-10:00**

Introduction of the Head Table

Welcome and Opening Remarks - **Mayor Ann MacDiarmid**, Township of Seguin

Land Acknowledgement & Ceremony led by **Wasauksing First Nation**

Greetings from Parry Sound-Muskoka MPP, **Graydon Smith**

Greetings from Parry Sound-Muskoka MP, **Scott Aitchison** (*invited*)

FONOM Update *presented by* **Lynda Carleton**

The Almaguin Community Hatchery Program Funding Announcement, **Jerry Brandt**

**10:00-10:15**

**Parry Sound Area Municipal Airport** *presented by* **Neil Pirie**, Airport Manager

**10:15-10:35**

**Property Tax Sale** *presented by* **RealTax President, Narbe Alexandrian**

**10:35-10:50**

Coffee break sponsored by **TBA**

**10:50-11:10**

**Almaguin Housing Task Force Update** *presented by* **Acting Vice-Chairs Rod Ward, Armour Mayor and Dave Gray, Director of Economic Development, Almaguin Community Economic Development & Amour CAO**

**11:10-11:40**

**AI (Artificial Intelligence) in the Workplace** *presented by* **Forrest Pengra, Director of Strategic Initiatives, Township of Seguin**

**11:40-12:00**

**The Effect of Excessive Wakes on Our Lakes** *presented by* **Dr. Timothy James, Board Director, Safe Quiet Lakes**

**12:00-1:00**

Lunch – Turkey Dinner and Dessert by **Jim Macoubrey**

**1:00-2:00**

**Natural Resource Asset Management Planning: Risks of Overlooking Assets and Insights from a Moderated Panel Discussion** *featuring:*

**Oscar Poloni**, Partner, KPMG

and **Representatives from the District's Municipalities & Partner Agencies**

**2:00**

**Resolutions / Business Meeting**

- Adoption of the Minutes of the Spring 2025 Meeting
- Treasurer's Report January 1, 2025 to July 31, 2025
- Minutes of the August 12, 2025 Executive Meeting

Draw for Mystery Door Prize from the **Rosseau General Store**: Must be present to claim

**Host and Date of Next Meeting:** Friday, May 29, 2026, *hosted by the Town of Kearney*  
Adjournment

*A sweet treat of jam provided to you compliments of Seguin's own **Crofter's Organic***



## District of Parry Sound Municipal Association

c/o Township of McKellar

701 Hwy 124, McKellar, ON P0G 1C0

**President:** Lynda Carleton | **Secretary-Treasurer:** Karlee Britton

### DPSMA 2025 Fall Meeting

The Fall Meeting of the District of Parry Sound Municipal Association will be held on **Friday, September 26, 2025** hosted by the Township of Seguin. The location of the meeting is at the **Orrville Community Centre**, 1207 Highway 518, Orrville, ON P2A 0B6.

**Registration/coffee begins at 8:15 am with the Meeting starting at 9:00 am.**

The cost is **\$50.00** per person and includes lunch and refreshment breaks. Please notify if a vegan, vegetarian or other dietary restriction option is needed.

\_\_\_\_\_ will be sending (Name of Municipality/Organization)

\_\_\_\_\_ delegates @ \$50.00 each, for a total of \_\_\_\_\_.

The following delegates will be attending:

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**Please confirm attendance on or by **Friday, September 12, 2025****, so that catering arrangements can be finalized.

#### **Registration can be made by:**

Email: [clerk@mckellar.ca](mailto:clerk@mckellar.ca) (Please note - new email address)

Fax: 705-389-1244

By phone: 705-389-2842 x4

By mail: 701 Highway 124 P.O. Box 69 McKellar, ON P0G 1C0

#### **Payment to follow registration;**

**Cheques** - please send cheques in the mail or bring to the event; payable to 'District of Parry Sound Municipal Association'

**EFT** - \*new\* please email Karlee your organization's vendor form to arrange payment

**Payment is expected for all delegates registered, regardless if they attend, as meal payment is based on the registration.**



**Cloudpermit**

**Phone:** -79.90391,45.44981  
**Phone:** 492800000134000

**Civic Address Information:**

Note: Not all properties will have civic addresses assigned

**Contact Information** ^

**Mailing Address:**  
MCKELLAR TOWNSHIP  
PO BOX 69  
701 HIGHWAY 124  
MCKELLAR ON, P0G 1C0

**MCKELLAR TOWNSHIP**

**Property Details** ^

**Legal Description:**  
[PLAN 249 BLK A](#)

**Legal Documents** | [Legal Description](#)

**Location:** [CRAIGMORE DR](#)

Site Area: 1.38 Acres  
Frontage: 380 ft ----- Depth: 160 ft  
Variance: REG  
Assessed Value: \$253000 **SALES (0)**

Property Code: [110](#) | Unit Class: [VL](#)  
Property Access Type Code: [Y](#)  
Hydro Service: [N](#)  
Water Service Type Code: [N](#)  
Sanitary Service Type Code: [N](#)  
[List of STRUCTURES \(0\)](#)

Scale 1:2257 | Zoom 18



**CORPORATION OF THE TOWNSHIP OF MCKELLAR****BY-LAW NO. 2025-42****Being a By-law respecting Construction, Demolition,  
Change of Use, Conditional Permits and Inspections**

**WHEREAS** Section 7 of the Building Code Act, 1992, s.o. 1992 c.23 as amended, empowers Council to pass certain by-laws respecting construction, demolition, change of use, conditional permits and inspections

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

**1. SHORT TITLE**

1.1 This by-law may be cited as the "Building By-Law"

**2. DEFINITIONS**

2.1 In this by-law,

2.1.1 "**Act**" means the Building Code Act, 1992, as amended, including amendments thereto.

2.1.2 "**As constructed Plans**" means as constructed plans as defined in the Building Code.

2.1.3 "**Building**" means a building as defined in Section 1(1) of the Act

2.1.4 "**Building Area**" means the greatest horizontal area of a building within the outside surface of the exterior walls.

2.1.5 "**Building Code**" means the Regulations made under Section 34 of the Act.

2.1.6 "**Chief Building Official**" means the Chief Building Official appointed by the By-Law of the Corporation of the Township of McKellar for the purposes of enforcement of the Act.

2.1.7 "**Corporation**" means the Corporation of the Township of McKellar.

2.1.8 "**Farm Building**" means a farm building as defined in the Building Code.

2.1.9 "**Permit**" means written permission or written authorization from the Chief Building Official to perform work regulated by the By-Law and the Act.

2.1.10 "**Plumbing**" means plumbing as defined in Section 1(1) of the Act.

2.1.11 "**Special Inspection**" means an inspection that is requested and carried out not in connection with a permit, at the discretion of the Chief Building Official. This also includes inspections requested on permits that are more than 12 months old that were issued under a previous version of the Ontario Building Code.

**3. CLASSES OF PERMITS**

3.1 Classes of permits with respect to the construction, demolition and change of use of buildings and permit fees shall be set out in Schedule "E" in the Township of McKellar Fees and Charges By-Law.

**4. REQUIREMENTS FOR APPLICATIONS**

4.1 The Application to obtain a permit, the owner or an agent authorized by the owner shall file an application in writing by completing a prescribed form available at the office of the Chief Building Official, on the Township's

website or through other electronic formats which are deemed to be acceptable by the Chief Building Official.

4.1.1 Where application is made for a building permit under Subsection 8(1) of the Act, the application shall:

4.1.1.1 Identify and describe in detail the work and the occupancy to be covered by the permit for which application is made.

4.1.1.2 Describe the land on which the work is to be done, by a description that will readily identify and locate the building lot.

4.1.1.3 Include a minimum of two sets of complete plans and specifications for the work to be covered by the permit and show the occupancy of all parts of the building.

4.1.1.4 State the valuation of the proposed work, including materials and labour and be accompanied by the required fee.

4.1.1.5 State the names, addresses and telephone numbers of the owner and of the architect or engineer, where applicable, or other designer or contractor.

4.1.1.6 Be accompanied by a written acknowledgement of the owner that he/she has retained an architect or professional engineer to carry out field review of the construction, where required by the Building Code and,

4.1.1.7 Be signed by the owner or his or her authorized agent, who shall certify the truth of the contents of the application.

4.1.2 When an application is made for a demolition permit under Section 8(1) of the Act, the application shall,

4.1.2.1 Contain the information required by clauses 4.1.1.1 to 4.1.1.7 and,

4.1.2.2 May be required to be accompanied by satisfactory proof that arrangements have been made with the proper authorities for cutting off and plugging of all water. Sewer, electric, telephone or other utilities and services.

4.1.3 Where application is made for a conditional permit under Subsection 8(3) of the Act, the application shall:

4.1.3.1 Contain the information required by clauses 4.1.1.1 to 4.1.1.7

4.1.3.2 Contain such other information, plans and specifications concerning the complete project as the Chief Building Official may require.

4.1.3.3 State the reasons why the applicant believes that the unreasonable delays in construction would occur if a conditional permit is not granted.

4.1.3.4 State the necessary approvals, which must be obtained in respect of the proposed building and the time in which such approvals will be obtained.

4.1.3.5 State the time at which plans and specifications of the complete building will be filed with the Chief Building Official.

#### **4.1 CHANGE OF USE PERMITS**

4.1.1 Every application for a change of use permit issued under Subsection 10(1) of the Act shall be submitted to the Chief Building Official and shall,

- 4.2.1.1 Describe the building in which the occupancy is to be changed, by A description that will readily identify and locate the building.
- 4.2.1.2 Identify and describe in detail the current and proposed occupancies of the building or part of a building for which the application is made.
- 4.2.1.3 Include plans and specifications which show the current and proposed occupancy of all parts of the building, which contain sufficient information to establish compliance with the requirements of the Ontario Building Code, including floor plans, details of walls, ceiling and roof assemblies, identifying required fire resistance ratings and load-bearing capabilities.
- 4.2.1.4 Be accompanied by the required fee.
- 4.2.1.5 State the name, address and telephone number of the owner and,
- 4.2.1.6 Be signed by the owner or his authorized agent, who shall certify the truth of the contents of the application.

#### **4.2 ALTERNATIVE SOLUTIONS (By-Law No. 2012-08A)**

The person proposing an alternative solution shall provide documentation required by Section 2.1 Division C of the Ontario Building Code.

#### **4.3 PLANS AND SPECIFICATIONS**

- 4.4.1 Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether the proposed construction, demolition or change of use will conform to the Act, the Building Code and any other applicable law.
- 4.4.2 After the issuance of a permit under the Act, notice of any material change to a plan, specification, document or other information based on which the permit was issued shall not be made without the written authorization of the Chief Building Official.
- 4.4.3 Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two complete sets of plans and specifications required under this By-Law.
- 4.4.4 Plans shall be drawn to scale on paper, cloth or other durable material, shall be legible and without limiting the generality of the foregoing, shall include such working drawings as set out in Schedule "A" to this by-law, unless otherwise specified by the Chief Building Official.
- 4.4.5 Site Plans shall be accurately drawn to scale, and when required by the Chief Building Official to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of a survey prepared by an Ontario Land Surveyor shall be submitted. Site plans shall show:
  - 4.4.5.1 Lot size and the dimensions of the property lines and setbacks to any existing or proposed buildings,
  - 4.4.5.2 Existing and finished ground levels or grades,
  - 4.4.5.3 Existing rights-of-way, easements and municipal services.
- 4.4.6 Verification by an Ontario Land Surveyor of By-Law Compliance may be required before proceeding past the foundation state, if required by the Chief Building Official.

#### **5. PAYMENT OF FEES**



- 5.1 Fees for a required permit shall be as set out in Schedule “E” of the Township of McKellar Fees and Charges By-Law and are due and payable upon submission of an application for a permit.
- 5.2 Where the fees payable in respect of an application for construction or demolition permit issued under Subsection 8(1) of the Act or a conditional permit under Subsection 8(3) of the Act are based on the cost of the valuation of the proposed work, the cost of valuation of the proposed work shall mean the total value of all work regulated by the permit, including the cost of all material, labour, equipment, overhead and professional and related services, provided that where application is made for a conditional permit, fees shall be paid for the complete project.
- 5.3 The Chief Building Official may place a valuation on the cost of the proposed work to establish the permit fee, and where disputed the applicant shall pay the required fee under protest and, within six (6) months of completion of the project, shall submit an audited statement of actual costs and where the audited value is determined to be less than the valuation, the Chief Building Official shall issue a refund.

## **6. ROAD DAMAGE DEPOSIT**

- 6.1 That the owner of land in the Township of McKellar, upon any application for the issuing of a demolition or building permit for the approval of plans of buildings or designated projects to be erected, altered, repaired or demolished thereon is hereby required to pay the municipality a flat fee of \$750.00 as a deposit to meet the cost of repairing any damage to the municipal sidewalk, curbing, paved or unpaved highway caused by the crossing thereof by any such vehicles onto the property.
- 6.2 That the use of this provision is activated when the value of the proposed building or buildings or designated structures to be erected, altered, or repaired that exceed \$15,000 as calculated for value within the By-law.
- 6.3 That the use of this provision is activated when the buildings or designated structures to be demolished exceed 30 square meters or 323 square per feet.
- 6.4 That the deposit shall be processed immediately by the Municipality and held without interest.
- 6.5 That upon the substantial completion of the erection, alteration, repair, or demolition of the building or buildings or designated structures on the land abutting such as municipal sidewalk, curbing, paved or unpaved highway, and upon application by the person who paid the deposit, the amount by which the sum of the deposit exceeds the cost of such repairs shall forthwith be refunded.
- 6.6 That before the refunding of any portion of the deposit, an inspection shall be completed by the Public Works Superintendent or his designate, certifying that the condition of the municipal curbing, sidewalk, paved or unpaved highway is satisfactory, or recommending that specific work be carried out at the expense of the abutting property owner.
- 6.7 That the municipality shall be the sole judge of damages and for determining the cost of repairs to be charged against the security.
- 6.8 If the amount of the deposit fails to cover the amount of the damage, the person who paid the initial deposit shall be issued an invoice for the balance of the costs.
- 6.9 That if the person by whom the deposit was paid fails to apply for the refund, the Chief Building Official will return the refund upon successful inspection at the time that the building permit file is closed.

6.10 The Road Damage Security Deposit form is set out in Schedule “C”.

**7. REFUNDS**

7.1 In the case of withdrawal of an application or the abandonment of all or a portion of the work or the non-commencement of any project, the Chief Building Official shall determine the amount of paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule “B” attached to and forming part of this By-Law. Application for refund must be made within 6 months from the date of the permit application to be eligible for a refund of any permit fee.

**8. NOTICE OF REQUIREMENTS FOR INSPECTIONS**

8.1 The owner or an authorized agent shall notify the Chief Building Official at least two (2) business days before each stage of construction for which notice in advance is required under the Building Code. In addition to the prescribed notice contained in Article 1.3.5.1, Division C, of the Building Code, notice of any solid-fuel-fired appliance rough-in under Clause 1.3.5.2(1)(c) of Division C, and under Clause 1.3.5.2 (1)(j) Division C, notice of completion of the building for which an occupancy permit is required under article 1.3.3.4, Division C, are also required.

8.2 Notice may be given in one of the following ways:

- 1. Email at [cbo@mckellar.ca](mailto:cbo@mckellar.ca);
- 2. Phone message at (705) 389-2842 ext. 2;
- 3. In person at the Municipal Office; or
- 4. Via Cloudpermit request.

**9. AS CONSTRUCTED PLANS**

9.1 The Chief Building Official may require a set of plans for a building or any class building as constructed to be filed with the Chief Building Official on completion of construction under such conditions as may be prescribed in the Building Code.

**10. REPEAL OF BY-LAWS**

10.1 By-law No. 2011-14, as amended, of the Corporation of the Township of McKellar is hereby repealed.

This By-Law shall come into force and take effect upon third and final reading.

**READ a FIRST and SECOND** time this 19<sup>th</sup> day of August, 2025.

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

\_\_\_\_\_  
Mary Smith, Deputy Clerk

**READ a THIRD** time and **PASSED** in **OPEN COUNCIL** this 2<sup>nd</sup> day of September, 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**CORPORATION OF THE TOWNSHIP OF MCKELLAR  
SCHEDULE "A" to By-law No. 2025-42**

**LIST OF PLANS OR WORKING DRAWINGS  
TO ACCOMPANY APPLICATIONS FOR PERMITS**

1. The Site Plan
2. Floor Plans
3. Foundation Plans
4. Framing Plans
5. Roof Plans
6. Sections & Details
7. Building Elevations
8. Electrical Drawings
9. Heating, Ventilation and Air Conditioning Drawings
10. Plumbing Drawings

**Note: The Chief Building Official may specify that not all the above mentioned plans are required to accompany an application for permit.**



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**  
**SCHEDULE "B" to By-law No. 2025-42**

**REFUNDS**

<u>Status of Permit Application</u>	<u>Percentage of Fee Eligible for Refund</u>
1. Application filed. No processing or review of plans submitted	75% maximum
2. Application filed. Plans reviewed and permit issued	50% maximum

**NOTE:**

- 1. No refunds after any building inspections are carried out.
- 2. No refund shall result in the retention by the Township of McKellar of an amount less than \$100.00.
- 3. No refund will be given when an application for refund is not made within twelve (12) months of issuance of permits.
- 4. No refund of the "costs" portion of any permit will be made.



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**  
**SCHEDULE "C" to By-law No. 2025-42**

**Township of McKellar**

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0    Phone: (705) 389-2842  
Fax: (705) 389-1244

**ROAD DAMAGE SECURITY DEPOSIT/ ADMINISTRATIVE FEE**  
(Pursuant to By-law No. 2025-42)

Name of Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Agent (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Location of Land:

Lot Number: \_\_\_\_\_ Concession: \_\_\_\_\_ Plan of Subdivision Number: \_\_\_\_\_

Lot(s) on Plan: \_\_\_\_\_ Civic / 911 Address: \_\_\_\_\_

I/We hereby agree to be responsible for any and all damage incurred to any municipal sidewalk, curbing, paved or unpaved highway resulting from the project to be undertaken by our application for a Permit to Construct or Demolish. I/We hereby agree that the \$750.00 road damage security deposit shall be used by the municipality to repair any damages incurred on area roads due to the construction of the applied for project. In the event that the cost to repair damages exceeds the deposit, I/We agree to be responsible for the full amount of the damages so incurred to any municipal roadway. I/We further agree that I/We have read Section 6 of By-law No. 2025-42, copied on the reverse of this form and agree to the terms thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Owner(s) or Authorized Agent

Personal information contained on this form is collected under the authority of the Building Code Act and will be used to collect a road damage deposit. Questions about this collection should be directed to: the Clerk, Township of McKellar, P.O. Box 69, McKellar, Ontario, P0G 1C0, Telephone: (705) 389-2842, Fax: (705) 389-1244

**FOR OFFICE USE ONLY:**

Roll Number: \_\_\_\_\_ Receipt Number \_\_\_\_\_

Deposit Amount Paid: \_\_\_\_\_ Date Returned: \_\_\_\_\_

**CORPORATION OF THE TOWNSHIP OF MCKELLAR****BY-LAW NO. 2025-41**

---

**Being a By-law to Establish Fees and Charges for  
Services or Activities Provided or Done by or on  
Behalf of the Township of McKellar and to  
Repeal By-laws 2011-21, 2011-23, 2011-28, 2021-  
58, 2022-48 and 2023-15**

---

**WHEREAS** Section 391(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes the Council of a local Municipality to pass By-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other Municipality or local board; and for the use of its property including property under its control;

**WHEREAS** Section 69 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, provides that the Council of a municipality may prescribe a tariff of fees for the processing of applications made in respect of planning matters; and

**WHEREAS** Section 7 of the *Building Code Act, 1992, S.O. 1992, c.23 as amended*, authorizes a Municipal Council of a Municipality to pass a By-law requiring the payment of fees on applications for the issuance of permits and prescribing the amounts thereof;

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

**1. GENERAL**

- 1.1 **THAT** the Council of the Corporation of the Township of McKellar hereby establishes the fees and charges as set out in the Schedules attached hereto and forming an integral part of this By-law;
- 1.2 **THAT** the fees and charges will be subject to Harmonized Sales Tax (HST) where applicable;
- 1.3 **THAT** all fees and charges set out in this by-law shall be payable prior to the provision of the service;
- 1.4 **THAT** any unpaid fees or charges imposed according to this by-law are subject to an interest rate of one and one-quarter percent (1.25%) per month;

- 1.5 **THAT** the fees or charges imposed according to this by-law constitute a debt owed to the Township of McKellar for which the Treasurer may add the outstanding fees or charges, including interest on the outstanding balance, to the tax roll for the property owned by the persons responsible for paying the fees or charges, and the amount shall be collected in the same manner as Municipal taxes;
- 1.6 **THAT** all previous By-laws or resolutions, or parts and sections thereof, which pertain to the fees and charges as outlined in the attached Schedules are hereby repealed and replaced with the applicable fee or charge in Schedules attached to this by-law;
- 1.7 **THAT** this By-law shall take effect and come into force upon final passage by Council.

## **2. SEVERABILITY**

- 2.1 If any provision or part of a provision of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

## **3. CONFLICT WITH ANY OTHER BY-LAW**

- 3.1 In the event of any conflict between any provisions of this By-law and any other By-law heretofore passed, the provisions of this By-law shall prevail.

## **4. REVIEW**

- 4.1 The Council of the Corporation of the Township of McKellar shall review this By-law once per calendar year to ensure that fees are kept up to date and relevant.

**READ** a **FIRST** and **SECOND** time this 2<sup>nd</sup> day of September, 2025.

---

David Moore, Mayor

---

Karlee Britton, Clerk Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 2<sup>nd</sup> day of September, 2025.

---

David Moore, Mayor

---

Karlee Britton, Clerk/Administrator

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**Schedule ‘A’ to By-law 2025-41**

**ADMINISTRATION**

Description	Fee
Photocopies (per page)	\$ 0.55
Fax Send / Receive	\$ 1.05
NSF Cheques	\$ 41.60
Tax Certificate (per Roll Number)	\$ 62.40
Transfer of Arrears to Tax Account	
911 Sign (Civic Address Sign)	\$ 15.00
Building/Zoning Compliance Letter (Residential)	\$ 75.00
Building/Zoning Compliance Letter (Commercial)	\$ 75.00
Commissioner of Oaths Stamp / Certification (per doc.)	\$ 5.00
Freedom of Information Request	\$ 5.00
Freedom of Information Research (Staff Time & Copies)	Per MFIPPA
Entrance Permit	\$ 100.00
Road Damage Deposit (refundable)	\$ 750.00
Trailer Permit	\$ 300.00
Lottery Licence / Value of Prize	\$ 10.00

**Schedule ‘B’ to By-law 2025-41**

**FACILITY RENTALS**

Fees are subject to HST

Description	Ratepayer	Non-Ratepayer
<b>Facility</b>		
Hall (Full Day)	\$ 175.00	\$ 225.00
Hall (Half Day, Max. 4 hours)	\$ 85.00	\$ 112.50
Funeral Tea (Hall) Max. 2 hours	\$ 35.00	\$ 60.00
Kitchen/Bar	\$ 120.00	\$ 150.00
Hall, Kitchen/Bar	\$ 285.00	\$ 335.00
Hall, Kitchen/Bar & Multipurpose Room	\$ 325.00	\$ 375.00
Hall, Kitchen/Bar, Multipurpose Room & Rink	\$ 345.00	\$ 395.00
Multipurpose Room Only	\$ 40.00	\$ 55.00
Rink ½ Day (no private winter rentals) unless Twp approved	\$ 70.00	N/A
Rink Full Day (no private winter rentals) unless Twp approved	\$ 135.00	N/A
Council Chambers	\$ 50.00	\$ 100.00
Youth Room	\$ 100.00	\$ 150.00
Ball Field (Full Day)	\$ 150.00	\$ 200.00
Ball Field (Half Day, Max. 4 hours)	\$ 100.00	\$ 150.00
Minerva Park (Full Day)	\$ 100.00	\$ 125.00
Minvera Park (Half Day)	\$ 50.00	\$ 75.00
<b>Add-ons</b>		
Tablecloths	Actual Cleaning/ Replacement Cost	Actual Cleaning/ Replacement Cost
Custodian – Extra Time Setting up or Cleaning	Actual Cost	Actual Cost
Exceeding the time booked will result in the loss of 50% of the damage deposit.		

**Exemptions**

Township Committees holding meetings, including the Recreation Committee hosting Recreation events, indoors or outdoors.

The Annual Agricultural Fair and meetings held by the McKellar Agricultural Society.

Events hosted by the McKellar Public Library, including Library Board Meetings.

The McKellar Market, Thanksgiving and Christmas Markets. Use of Minerva Park at no charge for the summer Market season and special markets.

The McKellar Sunshine Seniors and the McKellar Seniors Club use of the Community Centre Hall at no charge to host their Card Game Events on Thursdays and Sundays from 1pm to 4pm. Including use of the Hall & Kitchen for their annual Christmas dinner, held in December each year.

Para-medicine clinics held in conjunction with the Whitestone Nursing Station and/or the North Bay Parry Sound District Health Unit.

Municipally sponsored events.

**Other exemptions and/or reduction in fees may be at the discretion of Council.**

**Schedule ‘C’ to By-law 2025-41**

**Waste Disposal**

Description	Fee
Household Waste / Recyclables	No Charge
Small Appliances	No Charge
Large Applications (stoves, washers, dryers, BBQ’s, etc.)	No Charge
Scrap Metal (recycling stream – ferrous/non-ferrous)	No Charge
Tires (intact of any size)	No Charge
Electronics (as per material acceptable under the RPRA program, i.e. computers, printers, T.V.’s, stereos, etc.)	No Charge
Household Bulk Items (furniture, sofas, beds, mattresses, dressers, toilets, carpet, shelving units, etc.)	\$ 20.00 each
Yard Waste / Brush (in garbage can(s) max. size of 28 gallons or 121 litres	No Charge
Up to ¾ Ton Truck or Trailer Load of Yard Waste/Brush <i>Note: There is a no charge collection period during certain times through the year. Please reference the current Transfer Station By-law.</i>	\$ 30.00 per load
Refrigeration Equipment (that has a Notice issued under Section 9(1) of O.Reg.189/94, as amended, attached to the equipment) A Freon removal tag/label, indicating that Freon (a refrigerant) has been safely removed from an appliance or system by a certified technician must be affixed to the appliance to be eligible for acceptance at no charge.	No Charge
Blue Box Recycling Container	\$ 10.00

**Note:** This By-law addresses fees and charges only. For information on what materials are accepted or not accepted at the Township’s Transfer Station, please refer to the current Transfer Station By-law.



**Schedule ‘D’ to By-law 2025-41**

**PLANNING DEPARTMENT**

<b>Description</b>	<b>Fee</b>
Hard Copy of Official Plan	\$ 30.00
Hard Copy of Zoning By-law	\$ 30.00
<b>Official Plan Amendment</b>	
Non-Refundable Application Fee	\$ 2,000.00
Deposit for professional costs	\$ 1,000.00
<b>Zoning By-law Amendment</b>	
Non-Refundable Application Fee	\$ 1,500.00
Deposit for professional costs	\$ 1,000.00
<b>Minor Variance</b>	
Non-Refundable Application Fee	\$ 750.00
Deposit for professional costs	\$ 500.00
<b>Site Plan Agreement (Residential)</b>	
Non-Refundable Application Fee	\$ 300.00
Deposit for professional costs	\$ 500.00
<b>Site Plan Agreement (Commercial)</b>	
Non-Refundable Application Fee	\$ 750.00
Deposit for professional costs	\$ 500.00
<b>Deeming By-law</b>	
Non-Refundable Application Fee	\$ 300.00
Deposit for professional costs	\$ 500.00
<b>Fee in Lieu of Parkland Dedication – Waterfront</b>	5% of the appraised value*, new lots only
<b>Fee in Lieu of Parkland Dedication – Non-Waterfront</b>	2% of the appraised value*, new lots only
<b>Plan of Subdivision (P.S. Area Planning Board)</b>	
Fee In Lieu of Parkland Dedication	2% of appraised value*
<b>Committee of Adjustment Application</b>	
Non-Refundable Application Fee	\$750.00
Deposit for professional costs	\$500.00
<b>Encroachment Agreement</b>	
Non-Refundable Application Fee	\$ 400.00
Deposit for professional costs	\$ 400.00
<b>Road Allowance Closure Application</b>	
Non-Refundable Application Fee	\$ 750.00
Deposit for professional costs	\$ 2,000.00
<b>Holding By-law Removal</b>	
Non-Refundable Application Fee	\$ 300.00
Deposit for professional costs	\$ 500.00
<b>Agreement - Section 51(26) Planning Act</b>	
Non-Refundable Application Fee	\$ 300.00
Deposit for professional costs	\$ 1000.00
<b>Pre-consultation Fee with Planner (RPP) (optional)</b>	
Deposit for professional costs	\$ 565.00

**\*Current Market Value** – The current market value determined by either an accredited appraiser or by a licensed realtor by means of a letter of opinion.

**Note** - Any additional costs incurred by the Municipality, such as consultation with a solicitor or planning consultant, are the responsibility of the applicant. If fees for professional services exceeds the deposit amount, a further deposit will be required before work continues.

**Schedule ‘E’ to By-law 2025-41**

**BUILDING DEPARTMENT**

Type of Structure	Rate to Determine Fee	Minimum Fee
Dwellings, Sleeping Cabins, Additions, Commercial	\$11.50 per \$1,000.00 of construction value or \$1.85 per sqft of gross floor area as defined in the OBC, whichever is greater	\$ 400.00
Boathouses, Garages, Storage Buildings and Other similar accessory structures	\$11.50 per \$1,000.00 of construction value or \$0.80 per sqft, which ever is greater	\$ 300.00
Repairs or Renovations	\$11.50 per \$1,000.00 of construction value or \$0.80 per sqft, which ever is greater	\$ 300.00
New or renewal of Foundation	\$11.50 per \$1,000.00 of construction value	\$ 500.00
Decks	Flat Fee	\$ 250.00
Docks	\$11.50 per \$1,000.00 of construction value	\$ 125.00
Plumbing	Flat Fee	\$ 150.00
Demolition Permits	Flat Fee	\$ 150.00 (Part 9) \$ 300.00 (Commercial)
Change of Use	\$11.50 per \$1,000.00 of construction value or \$1.10 per sqft, which ever is greater \$150.00 flat fee if no construction required	\$ 250.00
Chimney, Fireplace or Woodstove	Flat Fee	\$ 150.00
Revised Drawings		\$ 50.00 per page if plans reviewed only, \$ 100.00 per page if required after inspection(s)
Re-Inspection for Failed or Not Ready (at CBO’s discretion)	\$ 50.00 per inspection At the discretion of the CBO	\$ 50.00 per inspection At the discretion of the CBO
Temporary Permit	\$ 85.00 \$ 150.00	\$ 85.00 \$ 150.00
Farm Buildings on Registered Farms (OFA#)	\$11.50 per \$1,000.00 of construction value or \$0.42 per sqft, whichever is greater	\$ 200.00

**BUILDING DEPARTMENT**

**Inactive Permits**

Permits outstanding for five years or more and for which there are no records of an active inspection being done or requested within the previous years.

\$ 200.00 Flat Rate

**Special Provision**

The Chief Building Official may, where a proposed building or structure is not included in the above, or where there is a dispute, calculate the estimated value at their discretion.

**General**

- |    |   |           |
|----|---|-----------|
| 1. | Any class of permit with a construction value less than \$5,000.00  | \$ 150.00 |
| 2. | Any class of permit with a construction value of \$5,001.00 - \$15,000.00   | \$ 300.00 |
| 3. | Any class of permit with a construction value of \$15,001.00 or more,<br>permit fee calculated under Schedule "E" | Double    |

**Schedule ‘F’ to By-law 2025-41**

**CEMETERY**

**Fees are subject to HST**

Cemetery Operator Licence #3293741

Description	Ratepayer	Non-Ratepayer
Single Lot	\$ 170.00	\$ 340.00
Care & Maintenance	\$ 290.00	\$ 290.00
HST	\$ 59.80	\$ 81.90
<b>TOTAL</b>	<b>\$ 519.80</b>	<b>\$ 711.90</b>
Staking/Marking Fee	\$ 50.00 plus HST	\$ 50.00 plus HST
Transfer Fee – Plus difference between Resident and Non-Resident rate, if applicable.	\$ 50.00 plus HST	\$ 50.00 plus HST
Duplicate Certificate of Internment Rights	\$ 25.00 plus HST	\$ 25.00 plus HST
All casket interments are subject to a licence fee of \$12.00 (HST exempt) which will be remitted to the Ministry of Consumer Services	\$ 12.00	
Flat Marker under 173 square inches	No charge	
Flat Marker over 173 square inches	\$ 113.00 incl. HST	
Upright monument up to 4 feet in height or width	\$ 226.00 incl. HST	

Each Single Lot may have one casket burial plus an additional two cremation burials over the casket or a total of four cremations per lot.

**Schedule ‘G’ to By-law 2025-41**

**Fire Department**

Description	Fee
Vehicle fire or danger of fire dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of vehicle fire or motor vehicle collision.
For Roadway Rescue, Motor Vehicle collision/accident	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of vehicle fire or motor vehicle collision.
Any other incident (or situation) posing a threat to persons and or property including Rescue operations dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of any incident posing a threat of fire.
Hazardous materials, environmental spills or cleanup	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in the cleanup or control of hazardous materials or environmental spills.
False Alarms; 1 <sup>st</sup> and 2 <sup>nd</sup> false alarms in any 12-month period however caused	No Charge
False Alarms; 3 <sup>rd</sup> and subsequent false alarms in any 12-month period however caused, at the discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in responding to a false alarm.
For Other Agency response and support, dependent on circumstances and discretion of the Fire Chief	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.  Total replacement cost for every or any damaged unit of equipment or material used in incident.
Indemnification Technology: (Municipal Act, 2001, Section 391 (1))	<u>For each apparatus as follows:</u>  Current MTO Rate plus personnel plus any additional costs per incident.

**Note:** Fines and penalties are set out in the specific By-law related to the infraction (such as the Burning By-law or Fireworks By-law) and are not included in this Fees and Charges By-law.

**Schedule ‘H’ to By-law 2025-41**

**Municipal Recovery Rates**

**Fees are subject to HST**

Description	Fee
<b>Administration</b>	
Administration Staff	\$ 50.00 / hour
<b>Public Works</b>	
Tandem Dump Truck	Current rate as per the Ontario Provincial Standard Specification (OPSS.PROV.127)
Backhoe	Current rate as per the Ontario Provincial Standard Specification (OPSS.PROV.127)
Grader	Current rate as per the Ontario Provincial Standard Specification (OPSS.PROV.127)
Public Works Staff Labour	\$ 35.00 /person/hour

**Schedule ‘I’ to By-law 2025-41**

**RECREATION ACTIVITIES**

Description	Current Fee
<b>T-Ball (Fall)</b>	
One Child	\$ 15.00
One Family	\$ 30.00

**Schedule 'J' to By-law 2025-41**

**SIGNAGE**

Description	Current Fee
Ground Sign	\$50.00
Fascia (Wall) Sign	\$50.00
<b>Ad Board Signs</b>	
Ad Board Sign (Initial Fee)	No Charge
Ad Board Licence Fee (Annual)	\$ 52.00
<b>Fingerboard Sign Application</b>	
Existing Signpost in place	\$52.00
Signpost not in place	\$70.00
<b>Non-Accessory Signs</b>	
Non-Accessory Sign	\$50.00
Non-Accessory Sign located on Municipal Property in accordance with Section 2.10(e) (Permit required)	\$50.00 per year
<b>Sign Variances</b>	
Sign Variance Application	\$100.00 (in addition to the regular permit fee).



**Schedule 'K' to By-law 2025-41**

Description	Current Fee
<b>Saturday Market Vendor Fees</b>	
Full Rate – 10 Saturdays	\$ 250.00 annually
Drop In	\$ 45.00 per market
Youth Entrepreneur (under 18 years of age)	\$ 20.00 per market
<b>Thanksgiving Market</b>	
Vendor Fee	\$ 45.00
<b>Christmas Market</b>	
Vendor Fee	\$ 45.00



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NO. 2025-43**

**Being a By-law to Establish Rules and Regulations for  
the Management and Control of All Cemeteries  
Operated by the Corporation of the Township of  
McKellar and to Repeal By-law No. 2012-14, By-law  
No. 2012-18, and By-law No. 2016-06**

**WHEREAS** Section 150 of *Ontario Regulation 30/11*, made under the *Funeral, Burial and Cremation Services Act, 2002*, provides that the operator of every cemetery may pass By-laws affecting the operations of the cemetery; and

**WHEREAS** no such By-law comes into force or takes effect until it has been filed with and approved by the Registrar, as required under Section 151 of the *Funeral, Burial and Cremation Services Act, 2002*; and

**WHEREAS** the Council of the Corporation of the Township of McKellar deems it desirable and, in the public's best interest, to enact a By-law to regulate the operation of Municipal cemeteries within the Township of McKellar; and

**WHEREAS** By-law 2012-14, By-law 2012-18, and By-law 2016-06 and all amendments thereto are hereby repealed;

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

**TABLE OF CONTENTS**

Section A:   DEFINITIONS

Section B:   GENERAL INFORMATION

Section C:   PURCHASE - INTERMENT RIGHTS

Section D:   CANCELLATION OF INTERMENT WITHIN 30 DAYS

Section E:   RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS  
                  AFTER THE 30-DAY COOLING-OFF PERIOD

Section F:   CONSUMER PROTECTION

Section G:   DISINTERMENT

Section H:   MEMORIALIZATION

Section I:   CEMETERY CARE AND MAINTENANCE

Section J:   FLORAL TRIBUTES AND CARE & PLANTING

Section K:   REGULATIONS FOR CONTRACTORS AND WORKERS

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Appendix ‘A’:       CERTIFICATE OF INTERMENT RIGHTS

Appendix ‘B’:       CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR  
                          CEMETERY SUPPLIES OR SERVICES

Appendix ‘C’:       TARIFF OF RATES

**SECTION A. DEFINITIONS**

*For the purposes of this By-law and forms, contracts or policies in relation to this By-law:*

**Act:** Shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended and Ontario Regulation 30/11.

**Business Hours:** Shall mean any hours between 8:30 a.m. and 4:30 p.m. on Mondays through Fridays, excluding statutory holidays and any other days that the Township Municipal Office is not open for business.

**Burial/Interment:** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground.

**By-laws:** The rules under which the cemetery operates.

**Care and Maintenance Fund:** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**Cemetery:** Shall mean every cemetery owned and/or operated by the Corporation of the Township of McKellar (Owner License No. 3293741), including:

Lakeview Cemetery	Balsam Road	Active
Hurdville Cemetery	550 Hurdville Road	Active
St. Stephen’s Church Cemetery	11 Dickinson Road	Active
United Church Cemetery	4 Mary Street	Inactive
Thompson Cemetery	577 Highway 124	Inactive
Chisholm Cemetery	Ford’s Road	Inactive

**Cemetery Operator:** Shall mean the Corporation of the Township of McKellar, also known as the ‘Township’.

**Certificate of Interment Rights:** Shall mean the cemetery certificate issued by the Township of McKellar once Interment Rights have been paid in full for the right to inter human remains in a lot, specifying the ownership of the Interment Rights and memorialization options.

**Contract:** A written agreement between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO’s publication *A Guide to Death Care in Ontario* (“Consumer Information Guide”) and 3. The operator’s current price list.

**Corner Marker:** Shall mean a flat marker measuring 15.24cm (6 inches) by 15.24cm (6 inches) placed in the corner of a regular-sized lot.

**Cremated Remains:** Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

**Council:** Shall mean the Council of the Corporation of the Township of McKellar, who sits on the Township’s Cemetery Board.

**Disinterment:** Shall mean the exhumation (removal) of a casket or cremated remains from a lot.

**Flat Marker:** is a marker placed so that the surface of the marker does not project above the surface of the ground.

**Grave:** See **Lot**.

**Head of Lot:** Shall mean the end of the in-ground lot opposite the foot of the lot.

**Hydrolyzed Remains:** Means all recoverable skeletal bones of a dead human body that remain after hydrolysis in a hydrolysis facility. Bones are mechanically processed to reduce them to small particle size, similar to that of cremated remains. **Any reference to “cremated remains” in these by-laws is understood to include hydrolyzed remains.**

**Interment:** Shall mean the burial of human remains and includes the place of human remains.

**Interment Right:** The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave or lot and to authorize the installation (and inscriptions) of a monument or marker.

**Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**Interment Rights Holder:** The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Legal Representative:** Shall mean an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.

**Lot:** An area of land in a cemetery containing, or set aside for, interred human remains.

**Marker:** Any permanent memorial structure – **upright monument, flat marker**, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot.

**Non-Resident:** Shall mean any person who is not a **Resident**.

**Plot:** Two or more lots located together to which the rights to inter/bury have been sold as a unit.

**Registrar:** Shall mean the registrar appointed under the **Act**.

**Resident:** Shall mean any taxpayer or spouse of a taxpayer; or any tenant or spouse of a tenant, in the Township of McKellar.

**Tariff:** Shall mean the tariff of rates for cemetery services and supplies for all Township of McKellar cemeteries for all residents and non-residents.

**Township:** Shall mean the Corporation of the Township of McKellar, identified as the cemetery owner and/or operator.

**Transfer:** Shall mean a gift, bequest, or any other transfer made without consideration as may be permitted by the **Act**.

**Upright Monument:** Shall mean a **marker** which projects above the surface of the ground.

**Upright Monument Foundation:** Shall mean the in-ground concrete foundation constructed to the equivalent size of the upright marker base to a minimum of 1.524m (5ft) in depth.

## **SECTION B. GENERAL INFORMATION**

### **The Corporation of the Township of McKellar**

Hereinafter referred to as “the Cemetery Operator”

701 Highway 124  
McKellar, ON  
P0G 1C0  
Tel: (705) 389-2842  
Website: [www.mckellar.ca](http://www.mckellar.ca)  
Email: [deputyclerk@mckellar.ca](mailto:deputyclerk@mckellar.ca)

### **Hours of Operation**

- 1.1 **Visitation Hours:** Interment rights holders and the general public can visit the cemeteries during daylight hours. Gates must be kept closed at all times except during a burial service.
- 1.2 **Office Hours:** Cemetery information is available at the Township of McKellar Municipal Office located at 701 Highway 124, McKellar, during the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, except for statutory holidays and holidays when the Municipal Office is closed (please visit the Township’s website for more information on holiday hours).
- 1.3 **Burial Hours:** Arrangements must be made during office hours for burials. Burials may occur during office hours. Burials outside of office hours (Saturdays, Sundays and holidays) may be subject to additional service charges, if applicable, according to the current tariff of rates.
- 1.4 Burials are generally not available from November 1<sup>st</sup> to April 15<sup>th</sup> due to limited access; however, if weather permits, arrangements may be made at the discretion of the Public Works Superintendent. Winter storage is not a service provided by the Township; you will need to consult a funeral home or make other arrangements.

### **General Conduct**

- 1.5 The Cemetery Operator reserves complete control over the cemetery operations and management of land within the cemetery grounds. Interment rights holders and public visitors shall visit the cemetery at their own risk.
- 1.6 No person may damage, destroy, remove or deface any property within the cemetery.
- 1.7 All visitors should conduct themselves in a quiet manner that shall not disturb other visitors or any service being held. Children under the age of twelve (12) years old must be accompanied by an adult who should remain in close contact with them and be responsible for their actions.
- 1.8 Pets are not permitted within the cemetery, except for service dogs, which must always be allowed to accompany their owner.
- 1.9 No person shall remove any flower or plant container or other object from the cemetery burial lot without receiving permission from the Public Works Superintendent or their designate to do so. No person except Municipal staff shall pick or direct a person to pick flowers or cause damage to any shrubs, trees or plants in the cemetery or cause any damage in any way to any marker, fence or other structure in the cemetery.
- 1.10 The consumption or use of alcohol and drugs is strictly prohibited on cemetery grounds.
- 1.11 No vehicles, other than those involved in burial service, are permitted in the cemeteries. Recreational vehicles, including ATVs and snowmobiles, are not permitted.
- 1.12 No person shall bring into or discharge firearms in the cemetery.
- 1.13 No person shall use the cemetery for a picnic, party or other large assembly. The Township offers use of the Community Centre & Kitchen, for a fee, to hold a funeral tea and/or celebration of life. Please contact the Municipal Office to make arrangements.

Exception: Use of Hemlock Church and St. Stephen's Church for special events must be approved by the Council.

- 1.14 No person shall engage in soliciting of any kind in the cemetery.

### **By Law Amendments**

- 1.15 These By-laws shall govern the cemetery, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All By-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, and BAO and do not come into force until authorization is received.

### **Liability**

- 1.16 The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God, or vandals) to any lot, plot, structure, monument, marker, shrubs or other article that has been placed with an interment, except for loss or damage caused by gross negligence of the Cemetery Operator.
- 1.17 The Cemetery Operator is not responsible for the loss or damage to any articles placed within the cemetery, including articles of remembrance. Articles are the sole responsibility of the interment rights holder.
- 1.18 The Cemetery Operator only assumes the liability if, while performing routine cemetery operations, Township employees or agents cause damage to any lot, marker or upright monument.

### **Correction of Interment Errors:**

- 1.19 In case of an error made by the Cemetery Operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot or plot, the Cemetery Operator reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:
- (i) In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot or plot of equal or greater value and similar location as far as is reasonably possible and as may be selected by the Cemetery Operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the Cemetery Operator.
  - (ii) In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot or plot, the Cemetery Operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot or grave of equal or greater value and similar location as may be substituted and granted in lieu thereof.

### **Public Register:**

- 1.20 As required by the FBCSA, all cemetery and crematorium operators must maintain a public register that is available to the public for review during regular office hours or by appointment, and without charge.

### **Pet Interments:**

- 1.21 Full body or cremated pet remains are not allowed to be interred anywhere on cemetery grounds.

### **Right to Re-Survey:**

- 1.22 The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.



## **SECTION C. INTERMENT RIGHTS**

### **Purchase of Interment Rights:**

- 2.1 The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery By-law. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.
- 2.2 In accordance with the FBCSA and regulations, the purchaser of interment rights must enter a contract with the Cemetery Operator, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register. The purchaser will receive:
  1. A copy of the contract
  2. A copy of the cemetery By-law
  3. A copy of the price list
  4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the Consumer Information Guide."
- 2.3 The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

### **Opening and Closing of Graves or Lots:**

- 2.4 The opening and closing of graves for full burials may only be performed by the funeral home or individuals authorized to work on behalf of the funeral home. For cremation interments, the interment rights holder or their designated person/contractor is responsible for opening and closing the grave.
- 2.5 The Cemetery Operator retains the right of passage over every grave so that the cemetery operations may be performed effectively.
- 2.6 The Cemetery Operator reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The Cemetery Operator may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The Cemetery Operator will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
- 2.7 Remains must be delivered to the cemetery for interment in a closed casket, rigid container or in a shroud. If remains are delivered in a shroud, they must be accompanied by a rigid carrying tray to ensure dignified transportation to the grave.
- 2.8 To ensure safe conditions are always maintained, individuals wishing to witness the closing of a lot shall remain a minimum of 9 m (30 feet) from the open lot, and they must stand outside the delineated worksite.
- 2.9 Funeral flowers placed on an in-ground lot will remain a minimum of five (5) days following the interment and then will be removed at any time thereafter and disposed of by Township staff.
- 2.10 The Cemetery Operator assumes no responsibility for damages should a burial lot be opened in the wrong location because of incorrect or insufficient information, and any expense in connection with an error of this kind shall be paid by the parties ordering the interment.
- 2.11 The Cemetery Operator limits its responsibility to the certificate of interment rights holder for lots that may unknowingly contain burials or cremations to that of transferring a replacement lot to the certificate of interment rights holder within the same cemetery.

### **Notice Required:**

- 2.12 The Cemetery Operator requires at least forty-eight (48) business hours' notice for each interment of human remains. The only two exceptions are 1) due to a medical situation that requires a burial within twenty-four (24) hours of death; and 2) a religious faith that requires interment immediately after death. The required permits shall be provided before the interment, regardless of any exception.

- 2.13 Interments will not be scheduled for Saturday, Sunday or holidays unless special arrangements have been made and approved by the Cemetery Operator. Additional fees may be charged on these days. See Burial Hours in Section B of this By-law. The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the Cemetery Operator may be forced to prevent an interment from occurring. Should this occur, the Cemetery Operator will make every effort to rebook the interment as soon as possible.

**Authorization, Information and Documents Required for a Burial:**

- 2.14 The following items are required before an interment can take place:

**Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the Cemetery Operator before an interment takes place.

**Burial Permit:** Before an in-ground casket interment, a burial permit and the interment rights certificate shall be deposited at the Township Office.

OR

**Cremation Certificate:** Before the interment of cremated remains, the interment rights holder or the personal representative shall deposit at the Township Office a cremation certificate and an interment rights certificate.

**Contract:** For each burial of human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

**Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* (i.e., Estate Trustee or authorized next of kin).

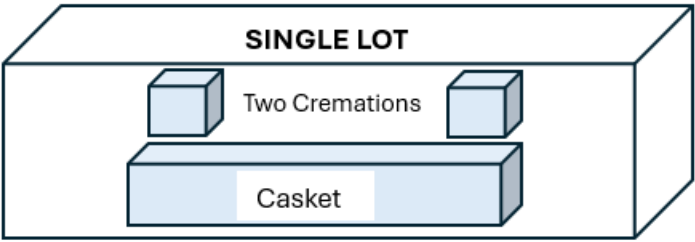
**Payment:** Interment rights and all services must be paid for in full to the Cemetery Operator before a burial may take place.

**Authorization of Social Services Agency:** If applicable, written instructions from a social services administrator must be submitted to the cemetery operator before a burial financially assisted by a Social Services Agency may take place.

**Scattering of Cremated Remains:**

- 2.15 Scattering of cremated remains is **prohibited**.

**Burial Allowances for a Single Lot:**



*Image: Depiction of burial allowances for a single lot.*

- 2.16 Each regular-sized lot may be used for one casket burial, plus up to two (2) additional cremation burials placed above the casket.
- 2.17 Where cremated remains are interred before casket interment(s), all attempts by the Funeral Home or Contractor will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The Cemetery Operator is not responsible if there is an issue or failure with the urn or container, and there is a

leakage of the cremated remains, which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location by the Funeral Home, which will be documented by the Cemetery Operator. There may be additional costs for the cremated remains disinterment as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the Disinterment section.

- 2.18 A total of four (4) cremations can be accommodated per lot, in the absence of a full casket burial.

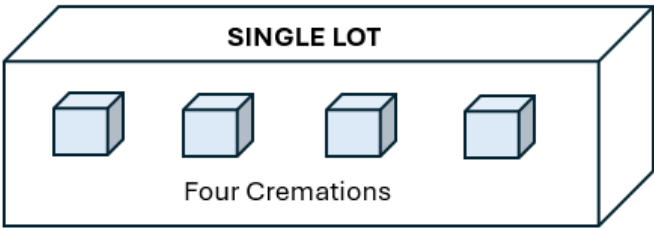


Image: Depiction of cremation allowances for a single lot.

**SECTION D. CANCELLATION OF INTERMENT RIGHTS  
WITHIN THE 30-DAY COOLING-OFF PERIOD**

- 3.1 A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days of the date of the cancellation request. However, if any portion of the interment rights purchased in this contract has been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

**SECTION E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS  
AFTER THE 30-DAY COOLING-OFF PERIOD**

**RESALE OF INTERMENT RIGHTS IS PROHIBITED**

- 4.1 The Cemetery Operator prohibits the resale of interment rights to a third party. Suppose the interment rights holder wishes to cancel their interment rights contract after 30 days. In that case, the Cemetery Operator will refund/repurchase the interment rights at the price paid by the interment rights holder, less any care and maintenance contribution amount previously paid.

The Cemetery Operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

**Requirements for cancellation of interment rights:**

- 4.2 To cancel a contract for interment rights, the interment rights holder must provide the Cemetery Operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the Cemetery Operator. The aforementioned paperwork must be completed before the Cemetery Operator reimburse the rights holder(s).

**Transfer of Interment Rights**

- 4.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the Cemetery Operator and following this By-law, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the Cemetery Operator, and the following must be provided.
- The interment rights certificate endorsed with the following:
    - A statement signed by the rights holder selling the rights, acknowledging the transfer to the third party.

- o A signed confirmation by the Cemetery Operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act*, i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
    - o The date on which the rights were transferred to the third-party (transferee).
    - o The name and address of the transferee.
  - A written statement regarding the lots' rights that are being transferred and confirmation that they have not been used.
  - Any other documents in the rights holder's possession relating to the rights.
  - A copy of the current cemetery By-law must be provided to the transferee.
- 4.4 Once all required documentation and information have been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new interment rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment. The resale or transfer of the interment shall be regarded as final, and the cemetery's Public Register will be updated.

**Administration fee for transfer:**

- 4.5 In the case of a transfer of interment rights, an administration fee applies for the Cemetery Operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for the replacement of lost or damaged certificates.

## **SECTION F. CONSUMER PROTECTION**

- 5.1 Lot sizes may vary according to specific lots within a particular cemetery. Survey plans shall be used to determine the dimensions of each lot.
- 5.2 Interment rights may be purchased from the Cemetery Operator at the price(s) set out in the current tariff, attached as Appendix 'C' to this By-law.
- 5.3 A rate shall cover lots sold for care and maintenance outlined in the tariff applicable at the time of purchase, as prescribed following the Act.
- 5.4 Payments for cemetery products and services shall be made at the Township of McKellar Municipal Office located at 701 Highway 124, McKellar, ON P0G 1C0.
- 5.5 Each purchaser of interment rights shall be entitled to a certificate of interment rights and a signed contract for the purchase of the rights. Such certificate shall be set out in Appendix 'A' and such contract shall be as set out in Appendix 'B' to this By-law.

## **SECTION G. DISINTERMENT**

- 6.1 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.
- 6.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office, etc.). It will take place without the consent of the interment rights holder(s) and/or next of kin.
- 6.3 The Cemetery Operator is not responsible for damage to any casket, urn or container which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, or container has been interred and the conditions to which it has been exposed, the Cemetery Operator cannot guarantee that it can retrieve the complete casket, urn or container interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the Cemetery Operator has the right to request that a licensed funeral director and/or Township employee be present for the disinterment at the expense of the party authorizing the disinterment.
- 6.4 Disinterments will be scheduled at a day and time designated by the Cemetery Operator. The Cemetery Operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

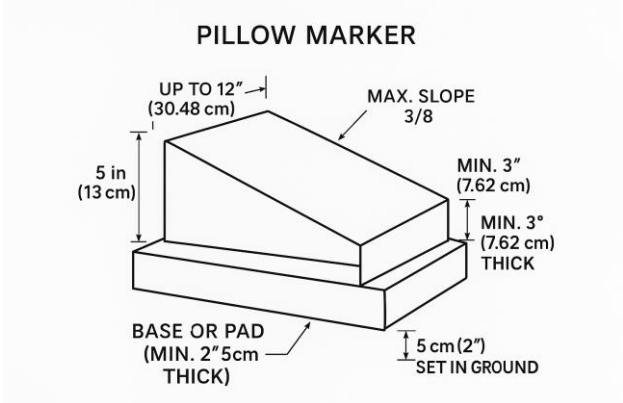
- 6.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, etc.) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 6.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with this By-law. Suppose the grave from which a disinterment has occurred is transferred or resold. In that case, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

## **SECTION H. MEMORIALIZATION**

- 7.1 No memorial shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the Cemetery Operator.
- 7.2 To prevent interference with future interments and optimize cemetery maintenance, the Cemetery Operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.
- 7.3 Only one (1) monument and one (1) marker shall be erected within the designated space on any lot. Where there is more than one burial in a grave, then there shall be no more than one (1) monument and two (2) or three (3) markers on that grave.
- 7.4 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the Cemetery Operator has obtained permission. Upright monuments require a 5-foot-deep concrete foundation.
- 7.5 A monument shall be erected only after the specific design plans have been approved by the Cemetery Operator, including dimensions, material of structure, construction details, and proposed location.
- 7.6 The installation of small-scale private mausoleums or columbariums (including niche monuments) is prohibited.
- 7.7 The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.
- 7.8 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- 7.9 The minimum thickness for flat markers is 10 cm or 4 inches.
- 7.10 All monuments and markers shall be constructed of bronze or granite.
- 7.11 Markers of bronze or granite are permitted with size and quantity restrictions according to this By-law, and the placement of such memorials shall not interfere with future interments.
- 7.12 Specifications for Flat Markers and Pillow Markers:
  - a) Flat Markers shall be flat and flush with the surface of the ground or set on a concrete or granite base. The upper surface of Flat Markers shall not contain projections except for lettering or other such embellishments, which shall not project more than 5mm (or ¼ inch) above the surface of the Flat Marker.
  - b) All flat and pillow markers must be made of granite or bronze.
  - c) In addition to the requirements of this section, bronze Flat Markers shall have a concrete or granite base with a border between 5.08 cm and 7.62 cm or 2 inches and 3 inches.
  - d) Single In-Ground Lot: Flat Markers shall not exceed 36" in width and 24" in depth (91.44 cm X 61 cm), including any border with a minimum thickness of 4" (10.16 cm).

e) Double In-Ground Lot (**definition – interments side by side**): Flat Markers shall not exceed 54" in width and 24" in depth (137.16 cm X 61 cm), including any border with a minimum thickness of 4" (10.16 cm).

f) Pillow markers shall be 20 cm by 13 cm (8 inches by 5 inches) slant with 5 cm (2 inches) set in the ground. Pillow Markers shall be a maximum of 12" (30.48 cm) thick and a minimum of 3" (7.62 cm) thick. Pillow markers can have a maximum slope of 3/8. Up to 12" thickness on the back and a minimum of 3" thickness on the front. Pillow markers can be placed on 4" thick granite or concrete pads with a minimum thickness of 2". Pillow markers over 8" high shall be placed on a granite base or pad of a minimum thickness of 4" for stability.



g) Foot Markers: A flat marker may be installed as a foot marker at the foot of a Regular-Sized lot, provided such marker shall not exceed 24" in width and 18" in depth (61 cm x 45.72 cm), including any border with a minimum thickness of 3" (7.62 cm).

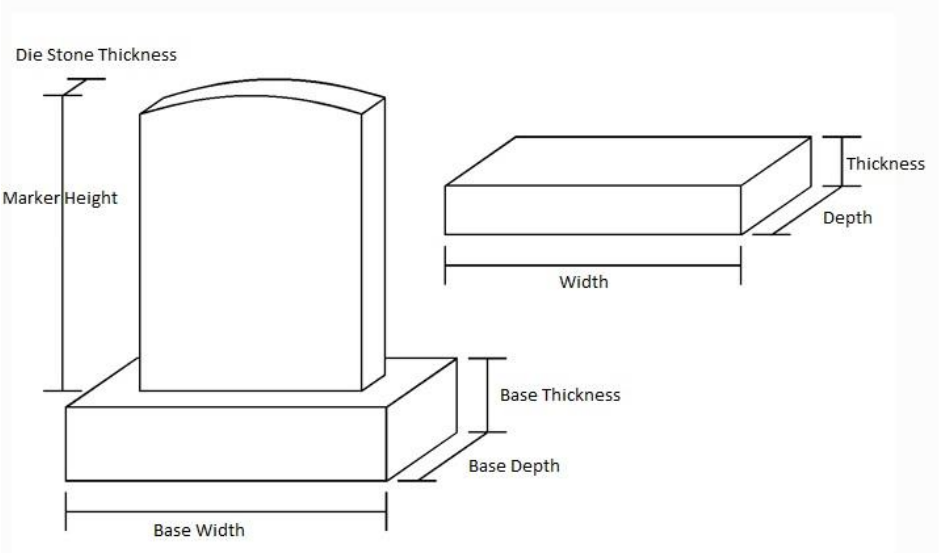
h) Corner Markers: A flat Marker may be installed as a Corner Marker on regular-sized lots if they do not exceed 15.24 cm by 15.24 cm (6 inches by 6 inches) with a minimum thickness of 7.62cm (3 inches).

7.13 Specification for Upright Markers

a) Upright Markers for a Single In-Ground Lot - The base shall be a maximum of 2'6" (76.2 cm) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 8" (15.24 cm) at all points from top to bottom.

b) Upright Markers for a Double In-Ground Lot - The base shall be a maximum of 4'6" (1.40 m) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'0" (1.21 m) in overall height including the base. The minimum thickness of the die stone shall be 8" (15.24 cm) at all points from top to bottom.

c) Upright monuments on lots larger than Double In-Ground Lots (3 graves and larger) cannot exceed 75% of the total width of the combined lots.



Specification Definitions for the Purpose of this By-law (Both for Single/Double Markers)

Image: Specification Definitions for the Purpose of this By-law, for both Single and Double Markers.

7.14 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

- 7.15 The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders. Still, it assumes no liability for the loss of, or damage to, any monument or marker, or part thereof, unless it is because of negligence by the Cemetery Operator.
- 7.16 Memorials – monuments, markers, plaques, etc. are owned by the interment rights holder, and the Cemetery Operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 7.17 Wooden Crosses – All wooden crosses must be placed at the top of the lot and must be painted white or with clear varnish and appropriate lettering. Wooden crosses that become unsightly or present a health and safety risk will be removed by Township staff.
- 7.18 Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- 7.19 Inscriptions on the back and sides of a monument are limited to only the surname and design features, with the Cemetery Operator's prior approval.
- 7.20 Boulder monuments are permitted upon approval from the Cemetery Operator and the Monument Company.
- 7.21 Any monuments that do not specifically comply with the cemetery bylaws must be brought to the Cemetery Operator for consideration and approval. This may include matching an existing memorial.

#### **SECTION I. CEMETERY CARE AND MAINTENANCE**

- 8.1 A portion – 40% or a minimum legislatively prescribed amount- of the price of interment rights must be deposited and entrusted into the cemetery's Care and Maintenance Fund.
- 8.2 The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:
  - Lawn care, re-levelling and sodding or seeding of lots or scattering grounds
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Repairs and general upkeep of cemetery maintenance buildings and equipment
  - To the extent that income from the Care and Maintenance Fund permits, the Cemetery Operator will stabilize and secure markers and monuments within the cemetery.

#### **SECTION J. FLORAL TRIBUTES AND CARE & PLANTING**

- 9.1 No person other than cemetery staff shall remove any grass/sod or in any other way change the surface of the burial lot in the cemetery. The Township will provide seedlings where necessary in the cemeteries during the fall season when rain is most prevalent.
- 9.2 The Cemetery Operator shall not be responsible in any way for personal property lost or damaged in the cemeteries. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Township staff without return or compensation.

#### **Planted Flowers, Trees and Shrubs**

- 9.3 Planted flowers and shrubs are not permitted except those planted and cared for by Township staff. Interment rights holders or the public shall not plant flowers, trees or shrubs within any cemeteries owned/operated by the Cemetery Operator. The Township has the right to remove any flowers, trees or shrubs on cemetery grounds.



### **Artificial or Fresh Wreath / Flower Arrangements**

- 9.4 One (1) artificial or fresh wreath or flower arrangement shall be permitted on a single lot from May 1<sup>st</sup> to October 15<sup>th</sup>. If such decorations are not removed by October 15<sup>th</sup> in any year, they shall be considered abandoned and may be disposed of by Township staff.
- 9.5 One (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15<sup>th</sup>. Examples are Remembrance Day, Christmas Day, Easter, etc. Such decorations must be removed within twenty-one (21) days of placing them. If they are not removed, they shall be considered abandoned and may be disposed of by Township staff.
- 9.6 The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.

### **Candles**

- 9.7 Candles, incense, or other flammable articles are not permitted.

### **Prohibited Items**

- 9.8 Prohibited items include, but are not limited to, the following: glass containers, metal stakes (not including Shepard's crosses), plastic and glass solar lights, ceramic items, loose stones and such other objects that may cause a hazard at the discretion of the Cemetery Operator.

### **Refuse**

- 9.9 No person shall litter within any cemetery.

## **SECTION K. REGULATIONS FOR CONTRACTORS AND WORKERS**

- 10.1 All Contractors performing work in all cemeteries owned/operated by the Cemetery Operator are required to produce evidence of:
- 1) Public Liability and Property Damage Insurance in an amount not less than two million dollars (\$2,000,000.00); and
  - 2) Workplace Safety and Insurance Board (WSIB) in good standing. Before any work commences in the cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act.
- 10.2 All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations hereto.
- 10.3 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which the Cemetery Operator may require in the performance of their work. Appropriate attire shall be worn for the duties being performed. CSA-approved steel-toed safety boots and personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the Act will be asked to leave the cemetery grounds.
- 10.4 Contractors shall temporarily cease all operations if there is a funeral/burial taking place anywhere in the cemetery. Work by the contractor shall only resume once proceedings are complete.
- 10.5 No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any job in the cemetery in the evening, on weekends or on statutory holidays, unless the Cemetery Operator has granted prior approval.
- 10.6 Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, upright markers, flat markers, pillow markers, or any other article or natural feature in the cemetery. To protect the grounds from surface damage, contractors, monument dealers, and suppliers shall lay wooden planks on the burial lots and paths over which



heavy materials are to be moved. Any damage caused by contractors shall be at the expense of the contractors.

- 10.7 Vehicles over 10,000kg Gross Vehicle Weight (GVW) shall not enter the cemetery without prior authorization from the Cemetery Operator.
- 10.8 For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

The enactment of this By-law is subject to the approval of the Registrar, FBCSA, BAO.

**READ** a **FIRST** and **SECOND** time this 5<sup>th</sup> day of August 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 2<sup>nd</sup> day of September 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

\_\_\_\_\_  
Registrar, Cemeteries Regulation Unit

\_\_\_\_\_  
Approval Date of Registrar

**CERTIFICATE OF INTERMENT RIGHTS**

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations and all amendments thereto,

**BETWEEN:** The Corporation of the Township of McKellar, operating through its Council, having its head office at 701 Highway 124, McKellar, ON P0G 1C0, hereinafter referred to as the **"Corporation"**

**AND:** \_\_\_\_\_  
Hereinafter referred to as the **"Purchaser"**

In consideration of the sum of \$ \_\_\_\_\_ receipt of which is hereby acknowledged, and which includes the sum of \$ \_\_\_\_\_ for Care and Maintenance which is deposited with the Trustee, the **Corporation** agrees to assign to the **Purchaser** the Burial or Interment Rights in \_\_\_\_\_ Cemetery as follows:

RANGE: \_\_\_\_\_ LOT No. \_\_\_\_\_ SIZE: \_\_\_\_\_ AREA: \_\_\_\_\_

As shown on the approval plan of \_\_\_\_\_

**DATE OF PURCHASE:** \_\_\_\_\_

**THE PURCHASER**, by acceptance of this indenture, indicates that the By-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws as well as the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, and Regulations and all amendments thereto, as if these were included as part of this indenture.

**THE PURCHASER** agrees that in the event of transfer of the said Interment Rights, this Certificate cannot be transferred but will be returned to the **Corporation**, which will issue a new Certificate to the Transferee as per the stipulations contained within the By-law.

**WITH RESPECT** to the erection or installation of markers, the **Purchaser** agrees to abide by the By-laws of the **Corporation** wherein restrictions on the erection or installation of markers are given.

**IN WITNESS WHEREOF THE CORPORATION OF THE TOWNSHIP OF McKELLAR** has affixed its signature by the hands of its proper signing officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CORPORATION OF THE TOWNSHIP OF McKELLAR**

Per: \_\_\_\_\_  
(Signature and Title)

**THE PURCHASER**

Per: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name) (Date)

\_\_\_\_\_  
(Address)

Appendix 'B' to By-law 2025-43 – The Cemetery By-law  
Corporation of the Township of McKellar  
Cemetery Operator License No. 3293741

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR  
CEMETERY SUPPLIES OR SERVICES**

In \_\_\_\_\_ Cemetery

**RIGHTS TO:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Date: \_\_\_\_\_ Pre Need: \_\_\_\_\_ At Need: \_\_\_\_\_  
Deceased: \_\_\_\_\_ Date of Death: \_\_\_\_\_  
Place of Death: \_\_\_\_\_  
Range: \_\_\_\_\_ Lot: \_\_\_\_\_ Grave: \_\_\_\_\_  
Funeral Director / Transfer Service: \_\_\_\_\_

**INTERMENT RIGHTS & SERVICE / SUPPLIES**

Land: _____ Spaces @ \$ _____	\$ _____
Repurchase Price	\$ _____
Amount of Care and Maintenance	\$ _____
Monument Care and Maintenance	\$ _____
Total Sale	\$ _____
Ontario License Fee	\$ _____
<b>Total: \$ _____</b>	

It is agreed between the parties that this contract is subject to the By-laws of the Corporation of the Township of McKellar, and the purchaser hereby acknowledges receipt of a current copy of the By-law to Establish Rules and Regulations for the Management and Control of All Cemeteries Operated by the Corporation of the Township of McKellar and that the attached "Conditions of Contract" have been read and understood.

**PURCHASED BY:** \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

Per: \_\_\_\_\_  
(Signature and Title)

**CONDITIONS OF CONTRACT**

The Corporation of the Township of McKellar agrees with the Purchaser as follows:

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

1. Lot: \_\_\_\_\_ 40% of the purchase price or \$150.00 whichever is greater.

2. CONTRIBUTION TO CARE AND MAINTENANCE FUND FOR MARKERS AND MONUMENTS INSTALLATION:

Trust Funds: Flat Marker over 173 square inches	\$50.00 +HST
Upright monument up to 4 ft. in height or width	\$100.00 +HST

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- (a) The right of the purchaser, by written demand, to request the Cemetery Operator to repurchase the rights at any time before they are used or exercised.
- (b) The Cemetery Operator shall repurchase the interment rights within thirty (30) days from the date the written demand was received.
- (c) The repurchase price of Interment Rights shall be determined by the price paid by the interment rights owner less the amount the Cemetery Operator paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard thirty (30) day cooling-off period during which a refund in full will be made.
- (d) The private resale of interment rights by the purchaser is prohibited.
- (e) In accordance with the By-laws of the Corporation of the Township of McKellar, the following restrictions on the exercising of the interment rights are outlined under Section 'C' of this By-law and amendments thereto.
- (f) In exercising the interment rights contracted herein, the following documents are required under Section 'C': Interment Order, Proof of Registration of Death (Burial Permit or Cremation Certificate), Contract and Certificate of Interment Rights (Appendix 'A') and Contract (Appendix 'B').
- (g) In accordance with the By-laws of the cemetery, the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: See Section 'B' General Information and amendments thereto.
- (h) If the purchaser wishes to transfer an interment right, the purchaser shall give written notice of the transfer to the cemetery operator/owner and return the original certificate of interment rights to the cemetery operator/owner. The cemetery operator/owner shall then issue the new certificate of interment rights to the transferee upon payment of the applicable transfer fee. If the original certificate of interment rights has been misplaced, the cemetery operator/owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.
- (i) In accordance with the By-laws of the cemetery, the following restrictions on the transfer of interment rights apply (see Section 'E').
- (j) The certificate of interment rights shall not be issued until the interment rights have been paid for in full.
- (k) Interment rights capacity – single lot: each regular-sized lot can be used for one (1) casket burial plus an additional two cremation burials over the casket **or** a total of four cremations per lot.
- (l) Memorializations permitted – per single grave: one (1) upright monument and two (2) flat markers **or** three (3) flat markers; see Section 'C'.

Appendix 'C' to By-law 2025-43 – The Cemetery By-law  
Corporation of the Township of McKellar  
Cemetery Operator License No. 3293741

**TARIFF OF RATES**

	RESIDENT	NON-RESIDENT
Single Lot	\$170.00	\$340.00
Care & Maintenance	\$290.00	\$290.00
HST	\$59.80	\$81.90
<b>TOTAL</b>	<b>\$519.80</b>	<b>\$711.90</b>
Staking/ Marking Fee	\$50.00 plus HST	
Transfer Fee – Plus difference between Resident and Non-Resident Rate, if applicable, see Section C of By-law.	\$50.00 plus HST	
Duplicate Certificate of Interment Rights	\$25.00 plus HST	
Each single lot may have one (1) casket burial plus an additional two (2) cremation burials over the casket <b>OR</b> a total of four (4) cremations per lot.		
All casket interments are subject to a license fee of \$12.00 (HST exempt), which will be remitted to the appropriate Ministry at the time of purchase.	\$12.00	
<b>Contribution to Care and Maintenance for Marker and Monument Installation</b>		
Flat marker under 173 square inches	\$0.00 (no charge)	
Flat marker over 173 square inches	\$113.00 (incl. HST)	
Upright monument up to 4 ft. in height or width	\$226.00 (incl. HST)	



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**  
**BY-LAW NO. 2025-48**

**Being a By-law to amend By-law No. 95-12, as amended, the Zoning By-law for the Township of McKellar with respect to lands described as Part Lot 32, Concession 4; 42R-22609 Parts 1 and 3 MCKELLAR; (70 Burnetts Road); in the Township of McKellar.**

**WHEREAS** the Council of the Corporation of the Township of McKellar is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, 1990; and

**WHEREAS** the owners of the subject lands have filed an application with the Township of McKellar to amend By-Law No. 95-12, as amended;

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

1. **THAT** Schedule 'A' to Zoning By-law No. 95-12 as amended, is hereby further amended by re-zoning affected lands described as Part Lot 32, Concession 4; 42R-22609 Parts 1 and 3 MCKELLAR (70 Burnetts Road) in the Township of McKellar from Waterfront Residential (WF2) to Inland Development 1 (RU) as shown hatched on Schedule 'A-1' attached hereto and forming part of this By-law.
2. **THAT** this By-law shall come into effect upon the date of passage hereof, subject to the provisions of Section 34 (30) and (31) of the Planning Act, 1990.

**READ a FIRST and SECOND** time this 2<sup>nd</sup> day of September, 2025.

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

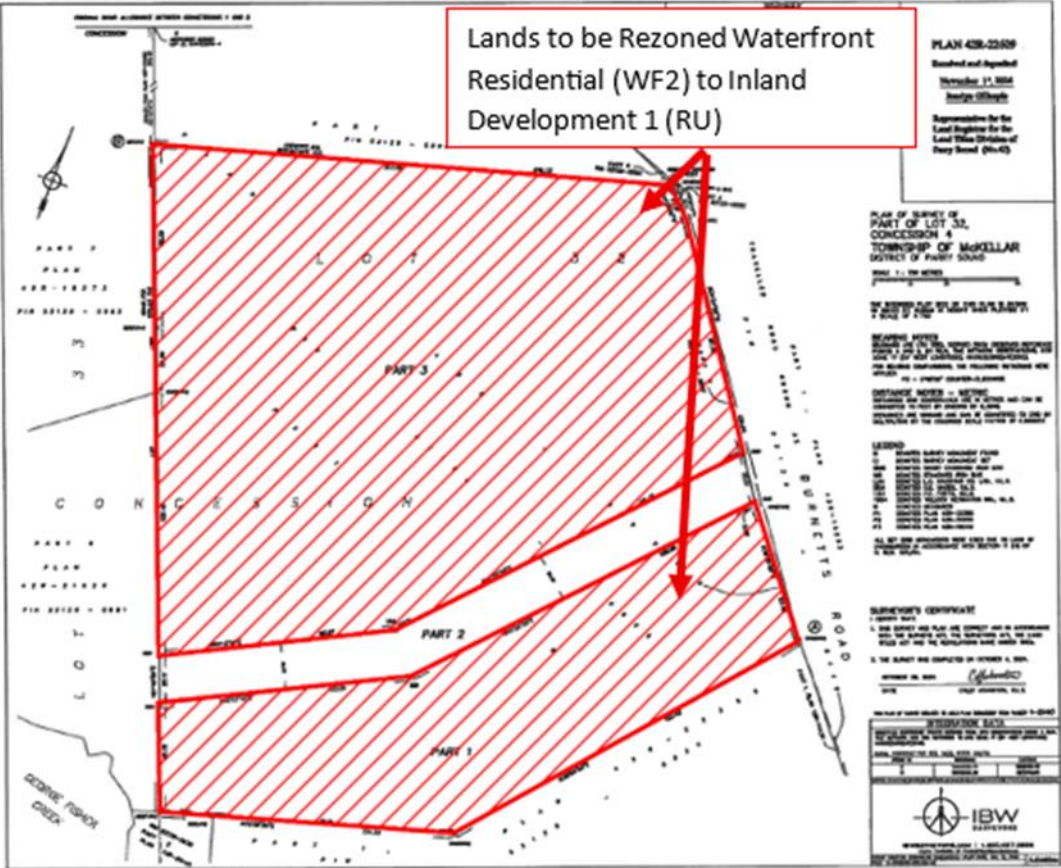
\_\_\_\_\_  
Karlee Britton, Clerk/Administrator

**READ a THIRD** time and **PASSED** in **OPEN COUNCIL** this 2<sup>nd</sup> day of September, 2025.

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

\_\_\_\_\_  
Karlee Britton, Clerk Administrator

Schedule 'A' to By-law No. 2025-48



David Moore, Mayor

Karlee Britton, Clerk Administrator





## 22. Unfinished Business

Date	Res. No.	Item & Description	Assigned to	Status
		Deerfield-Bay Road Upgrades	Public Works & Administration	No response from the Association, project on hold.
		Stoney Road, Dockside Drive and Bruce Trail (Fire Route 152, 152A, 152B) Road Upgrades	Public Works & Administration	Road studies completed. The project is on hold so that the Association can inform their residents of the project. A future information meeting will be held.
		Moffat Road Upgrades	Public Works & Administration	Road study completed.
Mar. 7/23	<b>23-204</b>	By-law 2023-23 Being a By-law to Regulate Dogs in the Township	By-law Enforcement	By-law deferred at Dec. 19/23 meeting. BLEO to make updates and present to Council at a future meeting.
Feb. 7/24	<b>24-080</b>	By-law 2024-15 Being a By-law to Amend the Parking By-law (with respect to fees)	By-law Enforcement	Report to Council on the area Municipality fees.
Mar. 1/24	<b>24-107</b> <b>25-194</b>	Quotations for Playground Equipment for Broadbent Ball Park	Administration	Staff are looking into other play equipment options after feedback from area parents. Staff continuing to search for grant funding. Aug 19/25- update added to see if Public Works Department could upgrade the parking area and prep the grounds before any equipment is added/ordered
Mar. 19/24	<b>24-160</b>	New Fees & Charges By-law	Administration & Finance	The by-law to be passed at the September 2/25 meeting
Sept. 3/24		Review Cemetery By-law	Administration	Third reading to be read in the Sept 2/25 meeting
Mar. 4/25		Add to the greeting message that calls are recorded	Administration	Current phones do not have this capability. Staff are looking into other options.
May 6 /25		Sever Township Property on Dockside Drive to create 5 new non-waterfront lots	Administration	The Clerk has contacted Planscape for an opinion and has requested a quotation from a surveyor and solicitor for the property surveying and transfers.
July 15/25	<b>25-307</b>	Agreement with Spectrum Telecom Group	Administration/Fire Department	Staff to research other telecommunications agreements to compare – DEFERRED in August 5/25 meeting
August 19/25	<b>25-366</b>	Fox Farm Road Extension Association requests winter maintenance	Public Works Department	DEFERRED - Staff to investigate further before a decision is made – liability, turnaround feasibility, other potential roads
August 19/25		Monument repairs in cemeteries (Lakeview and St. Stephen's)	Administration and Public Works Department	Public Works is currently collecting photos to send to Sanderson Monument for an estimate on repair costs
August 19/25		The lights in the McKellar Arena need to be replaced	Administration/Public Works Department/Treasury	? 2026 Capital Project – staff inquiring about cost feasibility
August 19/25		The floor in the Community Hall and the McKellar Arena is to be replaced	Public Works Department	Staff to investigate the costs of new flooring/restoring floors in the community hall and the arena





August 14, 2025

### In This Issue:

- Get access to MIDAS!
- Elect Respect Initiative Focuses on Core Democratic Values.
- Supply Ontario's updated Vendor of Record (VOR) program.
- Ontario Community Environment Fund: Apply by Sept 24.
- Trade-Impacted Communities Program.
- Provincial consultations on electricity transmission planning.
- Rural Ontario Development Program opens for applications.
- Nominations for 2025 Excellence in Agriculture award.
- Applications closing for EASE Grant - apply by 5pm today.
- AMO Guide to Delegation Meetings 2025: Be prepared for your ministerial delegations.
- Registration for AMO's Second Annual Healthy Democracy Forum is open.
- AMO fall education workshops.
- LAS Program Partners Exhibiting at the AMO Conference.
- Announcement of All Risk Municipal Grant winners.
- Blog: From Trouble Tickets to Town Halls.
- Report on Food Insecurity & Food Affordability in Ontario.
- Ontario Professional Planners Institute launches free workshop series.
- Limited time Offer: Free RETScreen® Expert Trial and Support.
- New guidance for Battery Energy Storage System (BESS) safety.
- Careers.

### AMO Matters

MIDAS - the [Municipal Information & Data Analysis System](#) - provides access to the Financial Information Returns (FIRs) data to all Ontario municipalities. MIDAS converts FIR data into meaningful reports and identifies multiple year trends. For access, municipal elected officials and municipal staff can email [MIDASAdmin@amo.on.ca](mailto:MIDASAdmin@amo.on.ca).

### Guest Column\*

Many elected officials are taking a stand against harassment and toxic behaviour. Learn about [Elect Respect](#), a grassroots initiative calling for a renewed commitment to respect in democracy.

### Provincial Matters

Unlock streamlined and cost-effective procurement with [Supply Ontario's Enterprise-wide VOR Program](#). Ontario municipalities have access to pre-qualified vendors for cost-effective goods and services under standardized terms, conditions, and pricing.

The Ontario government is providing almost \$3 million through the [Ontario Community Environment Fund](#) to support community-based projects that support and restore the environment.

The Ministry of Economic Development, Job Creation and Trade is [accepting applications for project funding](#) that responds to US trade disruption.

The provincial government is soliciting feedback on electricity transmission projects including the [Greenstone](#) Line, [Windsor to Lakeshore](#) Line, [Bowmanville to GTA](#) Line, [Orangeville to Barrie](#) Line, and [Barrie to Sudbury](#) Lines.

The Ministry of Rural Affairs is accepting applications to the modernized [Rural Ontario Development](#) (ROD) Program. Applications are being accepted through four intakes with the first open from June 24 – September 24, 2025.

The Ministry of Agriculture, Food and Agribusiness is [accepting nominations](#) for the 2025 Excellence in Agriculture Award recognizing individuals, businesses and organizations driving excellence in Ontario's agri-food sector.

The [EASE Grant](#) offers up to \$60,000 in funding for small capital projects that improve Ontario communities' accessibility and enhance quality of life for people with disabilities and older adults.

### **Education Opportunities**

AMO's [Guide to Delegation Meetings](#) outlines best practices to help AMO members get the most out of your delegation meetings. You will find advice on the full delegation process, from submitting your request for a delegation, preparing, participating and following-up after your successful meeting.

AMO is holding a forum for its members, key stakeholders and partners to provide a reliable assessment of tariff and trade disruptions and their impact on Ontario municipalities and business sector. Forum discussion and content will include identifying measures to address and mitigate these impacts. This future facing event is an opportunity to build new alliances and relationships across impacted sectors in support of strong and effective economic advocacy. [Register here](#).

We are pleased to be hosting the second annual AMO Healthy Democracy Forum October 18-19 at the [Westin Harbour Castle Hotel](#) in Toronto. This year's discussions will focus on strategies to encourage and increase voter turn out, candidate attraction and retention as well as promoting civility and confronting harassment in Ontario's municipalities. For more information and to register [click here](#).

### **LAS**

LAS partners with private sector businesses to deliver the programs and services that help Ontario municipalities work better. [Visit them at the AMO Conference](#) Sunday afternoon and all-day Monday. We look forward to seeing you there.

Stay tuned for the announcement of the three selected recipients of the [LAS IPE All Risk Municipal Grant](#) at the AMO Conference on Monday, August 18.

In a digital municipality, constituents increasingly expect their local government to provide better, more accessible services. [Read how your municipality can deliver exceptional value](#) to your community by adopting an all-in-one CRM solution.

## Municipal Wire\*

Public Health Ontario and Ontario Dietitians in Public Health released a report on [Food Insecurity & Food Affordability](#) in Ontario. The report highlights rising food insecurity, particularly among households receiving social assistance.

AMO is pleased to support OPPI in developing a [series of free workshops](#), offered both in person and virtually, to address the shortage of planners in Ontario. Registration will open late August, so stay tuned.

NRCan's RETScreen Division is offering a [free one-year trial licence](#) to new users who would like to download &/or link to EnergyStar Portfolio Manager (ESPM) data. Email [retscreen@nrcan-rncan.gc.ca](mailto:retscreen@nrcan-rncan.gc.ca) to subscribe. PLUS, for a limited time, free technical support for connecting RETScreen to ESPM is available by emailing Stephen Dixon at [sdixon@knowenergy.com](mailto:sdixon@knowenergy.com).

Energy Storage Canada and the Energy Safety Response Group have [published new guidance](#) answering common questions and myths about BESS systems. This resource can help municipalities considering hosting projects under the LT2 energy procurement.

## Careers

[Director of Finance/Treasurer](#) - Loyalist Township. Closing Date: August 31, 2025.

[Planner/Aménageur](#) - Ministry of Municipal Affairs and Housing/Ministère des Affaires municipales et du Logement. Closing Date: August 29, 2025.

[Director of Public Works and Environmental Services](#) - City of Quinte West. Closing Date: September 7, 2025.

[Town Clerk](#) - Town of Innisfil. Closing Date: August 18, 2025.

[General Manager of Corporate Services/Legal](#) - Township of Ramara. Closing Date: September 12, 2025.

[Executive Director of Pollution Control/Deputy City Engineer](#) - City of Windsor. Closing Date: September 12, 2025.

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## 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!

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## AMO Contacts

[AMO Watchfile](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

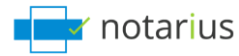
[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#)

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

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# AMO Watchfile



August 21, 2025

## In This Issue:

- AMO 2025 was a resounding success!
- AMO's first-ever Indigenous Reconciliation Action Plan.
- New investments in the Municipal Housing Infrastructure Program.
- 2025 PJ Marshall Municipal Innovation Award winners.
- Supply Ontario's updated Vendor of Record (VOR) program.
- Ontario Community Environment Fund: Apply by Sept 24.
- Trade-Impacted Communities Program.
- Provincial consultations on electricity transmission planning.
- Rural Ontario Development Program opens for applications.
- Nominations for 2025 Excellence in Agriculture award.
- AMO Trade and Tariff Forum – October 24: Building Ontario's Economic Resilience.
- Registration for AMO's Second Annual Healthy Democracy Forum is open.
- AMO fall education workshops.
- 2025 All Risk Municipal Grant winners.
- Report on Food Insecurity & Food Affordability in Ontario.
- Ontario Professional Planners Institute launches free workshop series.
- New guidance for Battery Energy Storage System (BESS) safety.
- Careers.

## AMO Matters

AMO welcomed over 3,000 attendees to the host city of Ottawa for three days of education, delegation meetings and networking opportunities. Thank you to our generous host, the City of Ottawa, sponsors, exhibitors and all who attended for making AMO 2025 a great success.

AMO launched its first-ever [Indigenous Reconciliation Action Plan](#) at the AMO Conference. This plan represents AMO's next major, concrete step towards reconciliation and reflects AMO's commitment to fostering relationships, listening, learning, and honouring Indigenous Peoples' rights.

At the 2025 AMO Conference, Premier Ford announced a [funding boost to the Municipal Housing Infrastructure Program](#), which is a big step towards responding to AMO's call for municipal stimulus funding. Municipal infrastructure funding will help build more homes, grow the economy, and create job opportunities.

The [City of Kitchener](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. This award is for its nationally acclaimed City Hall Service Centre.

[Middlesex County](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. The award is for the CARE First Deployment Initiatives led by Middlesex-London Paramedic Service (MLPS).

The [Town of Collingwood](#) accepted the Peter J. Marshall Municipal Innovation Award at the 2025 AMO Conference in Ottawa on Aug. 19. The award is for the town's rapid accessory dwelling unit program.

## Provincial Matters

Unlock streamlined and cost-effective procurement with [Supply Ontario's Enterprise-wide VOR Program](#). Ontario municipalities have access to pre-qualified vendors for cost-effective goods and services under standardized terms, conditions, and pricing.

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## Education Opportunities

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Subject matter experts will guide you through risks, opportunities and your responsibilities in a number of fall education workshops - planning matters, indigenous community competency, managing communications in crisis and planning for cybersecurity - elected municipal officials are answerable to. [Check out the line up](#) and register today.

**LAS**



Congratulations to the All Risk Municipal Grant Winners - Town of Midland, County of Huron and Town of Shelbourne. The LAS team awarded these grants in partnership with Intact Public Entities at the 2025 AMO conference.

### **Municipal Wire\***

Public Health Ontario and Ontario Dieticians in Public Health released a report on [Food Insecurity & Food Affordability](#) in Ontario. The report highlights rising food insecurity, particularly among households receiving social assistance.

AMO is pleased to support OPPI in developing a [series of free workshops](#), offered both in person and virtually, to address the shortage of planners in Ontario. Registration will open late August, so stay tuned.

Energy Storage Canada and the Energy Safety Response Group have [published new guidance](#) answering common questions and myths about BESS systems. This resource can help municipalities considering hosting projects under the LT2 energy procurement.

### **Careers**

[Supervisor, Facilities Management](#) - Peel Regional Police. Closing Date: September 5, 2025.

[Director of Long-Term Care Services](#) - City of Greater Sudbury. Closing Date: September 12, 2025.

[Senior Policy Analyst/Analyste principal des politiques; analyste principale des politiques](#) - Ministry of Finance/Ministère des Finances. Closing Date: September 12, 2025.

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### **About AMO**

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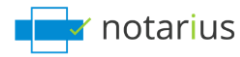
[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#)

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

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The Corporation of The Township of The Archipelago  
Council Meeting

**Agenda Number:** 15.8.  
**Resolution Number** 25-133  
**Title:** Request for Support. Four-Laning of Highway from Parry Sound to Sudbury  
**Date:** Friday, August 15, 2025

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**Moved by:** Councillor Sheard  
**Seconded by:** Councillor Emery

**WHEREAS** the four-laning of Highway 69 is critical to improving transportation safety, efficiency, and economic development in our region; and

**WHEREAS** the construction process has the potential to impact traffic flow, local businesses, and community accessibility; and

**WHEREAS** municipalities along Highway 69 require timely information on construction schedules to allow for the implementation of measures that will help maintain the economic and social viability of their communities; and

**WHEREAS** the Township of The Archipelago is proactively completing our socio-economic review of the sustainability of our settlement area, Pointe au Baril, and the impact of going to a secondary road of Highway 69.

**NOW THEREFORE BE IT RESOLVED** that the Council of the Township of The Archipelago supports the Town of Parry Sound's resolution dated August 12, 2025, requesting that the Province complete the 4-laning of the remaining 68 kms of highway between Parry Sound and Sudbury as soon as possible; and

**FURTHER BE IT RESOLVED** that this resolution be sent to The Honourable Doug Ford, Premier of Ontario and the Municipalities of Parry Sound, McDougall, Whitestone, Killarney, French River, Carling, McKellar and Seguin, the City of Greater Sudbury and the First Nation communities of Shawanaga, Henvey Inlet and Magnetawan.





The Corporation of The Township of The Archipelago  
Council Meeting

**Agenda Number:** 15.9.  
**Resolution Number** 25-134  
**Title:** Request for Consultation on Transmission Capacity Enhancements and Sub-Barrier Transmission Lines  
**Date:** Friday, August 15, 2025

---

**Moved by:** Councillor Sheard  
**Seconded by:** Councillor Cade Fraser

**WHEREAS** the Province of Ontario, through the Ministry of Energy and Mines, is exploring and advancing initiatives to enhance electricity transmission capacity between Northern and Southern Ontario; and

**WHEREAS** the Township of The Archipelago is located within an ecologically sensitive and culturally significant region, and is directly impacted by decisions related to electricity transmission infrastructure; and

**WHEREAS** the concept of “sub-barrier transmission lines” and potential changes to existing transmission corridors present both opportunities and concerns for environmental stewardship, cultural heritage protection, community well-being, and local economic activity; and

**WHEREAS** the Township of The Archipelago recognizes the importance of reliable energy transmission for the province as a whole, while also emphasizing the need for thorough consultation and collaboration with affected municipalities to ensure that local priorities, land use considerations, and environmental safeguards are respected; and

**WHEREAS** meaningful municipal input is essential to ensure that provincial decisions reflect the unique geographic, environmental, and socio-economic context of The Archipelago.

**NOW THEREFORE BE IT RESOLVED** that the Council of the Township of The Archipelago formally request that the Ministry of Energy and Mines engage in direct consultation with the Township regarding all current and future proposals to enhance transmission capacity between Northern and

Southern Ontario, including but not limited to sub-barrier transmission lines; and

**FURTHER BE IT RESOLVED** that the Township of The Archipelago is proactively completing our socio-economic review of the sustainability of our settlement area, Pointe au Baril, and the impact of going to a secondary road of Highway 69;

**FURTHER BE IT RESOLVED** that such consultation include timely sharing of relevant studies, route options, and impact assessments, and provide opportunities for the Township to convey feedback prior to final decisions; and

**FINALLY BE IT RESOLVED** that a copy of this resolution be forwarded to the Honourable Minister of Energy and Mines, Parry Sound Muskoka MPP, Graydon Smith, the Association of Municipalities of Ontario (AMO), Shawanaga First Nation, Henvey Inlet First Nation, Magnetawan First Nation, and neighbouring municipalities potentially impacted by transmission line developments.

**Carried**




---

52 Seguin Street, Parry Sound, Ontario P2A 1B4  
 Tel: (705) 746-2101 • Fax: (705) 746-7461 • [www.parrysound.ca](http://www.parrysound.ca)

*Office of the Mayor*

August 13, 2025

Ministry of Education  
 5<sup>th</sup> Flr, 438 University Ave.  
 Toronto, ON M7A 2A5

Via email: [minister.edu@ontario.ca](mailto:minister.edu@ontario.ca)

Dear Minister Calandra,

**RE: Delayed Opening of Parry Sound JK-12 Super School**

Thank you for your concern and making the trip to Parry Sound on May 23<sup>rd</sup> to meet with Near North District School Board trustees, staff and contractors, as well as staff and myself from the Town of Parry Sound on site at the new JK-12 Super School in Parry Sound. I also acknowledge and appreciate your follow-up letter to our Clerk after the meeting.

You may be aware that on August 7<sup>th</sup>, the School Board issued a press release stating in part that construction of the Parry Sound JK to Grade 12 school “*continues to present timeline challenges. At this time, NNDSB is unable to confirm when the new school will be ready to welcome students. In light of this uncertainty, contingency plans are being developed to ensure that all students, families, and staff begin the school year in safe, supporting learning environments.*”

At last evening’s meeting, Parry Sound Council heard a deputation and received the attached *Community Call to Action Regarding the Delayed Opening of the JK-12 Super School in Parry Sound*, which I have signed. With school scheduled to open in less than 3 weeks, our Council is similarly dismayed and concerned at the lack of information available to parents and students in the West Parry Sound area.


In addition to the concerns expressed by parents last evening and endorsed by our Council, we have several requests in an attempt to advance communication and information. Would you as Minister, provide a plan for the opening of the JK-12 Super School with an immediate transparent public release of the plan?

Would you investigate the administration of the Near North District School Board and be able to provide some response to the Town within two weeks?

Given our concerns that West Parry Sound receives less attention within the Board than the North Bay area, would you consider the Town's recommendation to reinstate the West Parry Sound District School Board?

Thank you again for your concern and attention to this troubling issue.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jamie McGarvey', with a long horizontal line extending to the right.

Jamie McGarvey  
Mayor, Town of Parry Sound

c.c.      Near North District School Board  
Premier Doug Ford  
MPP Parry Sound-Muskoka Graydon Smith  
West Parry Sound area municipalities.



## Community Call-to-Action

### Regarding the Delayed Opening of the K-12 Superschool in Parry Sound

**Date:** August 11, 2025

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#### Background

The new K-12 Superschool in Parry Sound was scheduled to open for students in September 2025. We have now learned that the facility will not be ready for the start of the school year. This delay comes after months of minimal updates and unanswered concerns raised by First Nation leadership, municipal representatives, parents, and community members.

Families have made critical decisions—relocating homes, arranging transportation, and securing childcare—based on the promise of an on-time opening. The lack of transparency from the Near North District School Board has left the community without the information needed to plan for the year ahead.

---

#### Our Community Demands

We are united in calling on the **Near North District School Board** and the **Ministry of Education** to immediately:

1. **Provide a full explanation** of the causes of the delay.
  2. **Release a realistic, updated completion and opening timeline.**
  3. **Publish a detailed contingency plan** for student accommodations, including transportation, safety, classroom resources, and staffing.
  4. **Commit to regular public updates** until the school is completed and operational.
  5. **Host an urgent public meeting** in Parry Sound within two weeks to address concerns directly.
- 

#### Why Your Support Matters


The presence of local elected officials, First Nations leadership, and community organizations in this call for accountability will demonstrate to the Board and Ministry that this is not a small, isolated issue—it is a matter of urgent public interest.

By co-signing this call-to-action, you are standing with families, advocating for student well-being, and reinforcing the importance of transparent governance in public education.

#### Contacts for Coordination:

Vicki Christie | Shane Reynolds | Amy Black  
parentsforparrysound@gmail.com  
705.346.1408

**Signatories:**

Name	Title/Organization	Signature
Jamie McGarvey	Mayor of Parry Sound	 _____
Tracey Hendrick	Chief   Moose Deer Point First Nations	_____
Shane Tabobondung	Chief   Wasauksing First Nations	_____
Graydon Smith	MPP Parry Sound-Muskoka	_____
Scott Aitchison	MP Parry Sound-Muskoka	_____

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THE CORPORATION OF THE TOWN OF PARRY SOUND  
RESOLUTION IN COUNCIL

NO. 2025 – 099

DIVISION LIST

YES NO

DATE: August 12, 2025

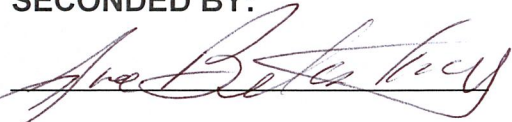
Councillor **G. ASHFORD**  
Councillor **J. BELESKEY**  
Councillor **P. BORNEMAN**  
Councillor **B. KEITH**  
Councillor **D. McCANN**  
Councillor **C. McDONALD**  
Mayor **J. McGARVEY**

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MOVED BY:



SECONDED BY:



CARRIED: ☒ DEFEATED: \_\_\_\_\_ Postponed to: \_\_\_\_\_

Whereas the 4-laning of Highway 400 from Parry Sound to Sudbury has been planned for several years;

Whereas the original completion date was 2017;

Whereas 68 kms of highway between the Town of Parry Sound to Sudbury remains to be 4-laned;

Whereas the 2-lane portion of the highway represents a serious safety concern;

Whereas highway 400 is an important economic corridor to Northern Ontario and Western Canada;

Whereas on September 6, 2022 Town Council supported MPP Jamie West's call on the province to expedite the completion of the four-laning of Hwy 400 between Sudbury & Parry Sound;

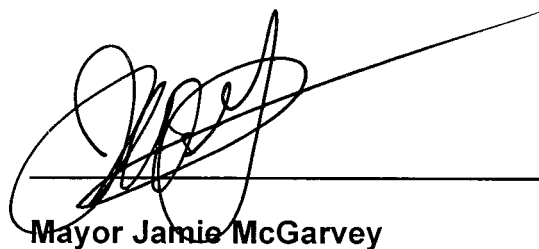
Whereas the 4-laning has not been completed;

Now therefore be it Resolved:

That the province be requested to complete the 4-laning of the remaining 68 kms of highway between Parry Sound and Sudbury as soon as possible;

That the Municipalities of McDougall, Whitestone, Killarney, French River, the Townships of The Archipelago, Carling, McKellar and Seguin, the City of Greater Sudbury and the First Nation communities of Shawanaga, Henvey Inlet and Magnetawan be asked to indicate their support of this Resolution by October 2, 2025;

That following October 2, 2025, staff request a meeting with the Minister of Transportation to present the Resolutions and discuss the completion of the project; and  
That this Resolution be circulated to the municipalities and First Nation communities identified above and copied to MPP Graydon Smith. *AND Premier Ford*



Mayor Jamie McGarvey



West Nipissing Oust

CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

## Council - Committee of the Whole

**Resolution #** 2025-263

**Title:** Approve Resolution Requesting a Moratorium on Aerial Spraying of Glyphosate in the Nipissing Forest

**Date:** August 12, 2025

**Moved by:** Councillor Fern Pellerin

**Seconded by:** Councillor Kaitlynn Nicol

**WHEREAS** the Province of Ontario, through the Ministry of Natural Resources and Forestry, is planning to begin aerial spraying of glyphosate-based herbicides in late August 2025 in the Nipissing Forest; and

**WHEREAS** the Nipissing Forest covers a significant portion, if not all, of the Municipality of West Nipissing, and residents and ecosystems may be impacted by this activity; and

**WHEREAS** new scientific evidence published since Health Canada's last assessment of glyphosate in 2017 has linked glyphosate-based end-use products to cancer, metabolic and neurological diseases, reproductive toxicity, and ecosystem harm; and

**WHEREAS** the Province of Quebec banned the use of glyphosate for forestry purposes in 2001 and replaced aerial herbicide spraying with manual forest thinning as a safer alternative forest management method; and

**WHEREAS** many residents have expressed concern regarding the potential environmental and public health risks associated with aerial spraying of glyphosate-based herbicides;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of West Nipissing formally request that the Honourable Mike Harris Jr., Minister of Natural Resources and Forestry, reconsider the planned use of glyphosate-based herbicides in the Nipissing Forest and suspend the aerial spraying initiative until further independent research and updated risk assessments are completed and reviewed; and

**BE IT FURTHER RESOLVED THAT** this resolution be forwarded to:

The Honourable Mike Harris Jr., Minister of Natural Resources and Forestry

The Honourable Sylvia Jones, Minister of Health

MPP John Vanthof, Timiskaming–Cochrane

AMO (Association of Municipalities of Ontario)

FONOM (Federation of Northern Ontario Municipalities)

All municipalities within Northeastern Ontario

**CARRIED**



Aug 12, 2025

Niagara Region

Dear Ann-Marie Norio:

Re: Endorse the Development of a Code of Conduct for Human Trafficking Prevention in Niagara Region

This is to confirm that at the Aug 11, 2025 Council Meeting the following resolution was adopted with respect to the above noted matter:

WHEREAS human trafficking in Niagara is currently a persistent challenge impacting the hospitality and tourism sectors;

WHEREAS human trafficking is a critical issue due to the region's proximity to the U.S. border and the thriving tourism and hospitality sectors, which create environments where sexual and labour exploitation can go unnoticed;

WHEREAS women, newcomers, racially-marginalized people, people experiencing poverty, people living with disabilities, and children in the child welfare system are disproportionately targeted and impacted by the harms perpetuated by traffickers;

WHEREAS 60% of human trafficking cases in Ontario occur along the corridor linking Toronto and Niagara;

WHEREAS data from the Niagara Regional Police Service comparing 2023 to 2024 indicates the number of human trafficking investigations increased by 61%; the number of victims identified increased by 700%; the number of accused charged increased by 190%; the number of criminal charges laid increased by 75%; and the number of referrals from NRPS' Human Trafficking Unit to Victim Services Niagara increased by 133%;

WHEREAS human trafficking thrives in secrecy, but with leadership and commitment, local government can be on the front line of prevention and protection;

WHEREAS local businesses and organizations are key to preventing human trafficking through proactive measures such as The 4 Ps: prevention, protection, partnership, and prosecution;

WHEREAS local area municipalities have already begun to assist in making the Niagara region inhospitable to human traffickers;

WHEREAS Tools of Empowerment for Success (TOES) Niagara and Brock University have undertaken work funded by Women and Gender Equality Canada to develop a Code of Conduct to Prevent Human Trafficking in the Niagara Region through education, increasing awareness, and providing resources, including prevention strategies; and

WHEREAS TOES Niagara and Brock University created a Steering Committee of representatives from across tourism, business, education, law enforcement, government, and non-profit sectors to engage in broad community collaboration through focus groups, surveys, and feedback sessions to develop the Code of Conduct for Human Trafficking Prevention in the Niagara Region.

**NOW THEREFORE BE IT RESOLVED:**

1. That Township of West Lincoln **RECOGNIZE** that human trafficking in Niagara has serious impacts on the health and wellness of local residents and their families, as well as negative economic impacts on local businesses and communities;
2. That Township of West Lincoln **ENDORSE** the work of TOES Niagara and Brock University in developing a Code of Conduct for the Prevention of Human Trafficking in the Niagara Region;
3. That Township of West Lincoln **COMMIT** to reviewing and assessing the applicable local government sectoral guidelines and responsibilities outlined in The Code upon its finalization, with the intent to implement measures that align with Regional priorities and capacity;
4. That Township of West Lincoln **WRITE** letters to all of Niagara's 12



Local Area Municipalities encouraging them to also endorse the work of TOES Niagara and Brock University in the development of the Code of Conduct for the Prevention of Human Trafficking in the Niagara Region and commit to reviewing and assessing the applicable local government sectoral guidelines and responsibilities outlined in The Code upon its finalization, with the intent to implement measures that align with municipal priorities and capacity; and

5. That a copy of this motion **BE SENT** to Niagara's four MPs; Niagara's four MPPs; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); Mayors and Regional Chairs of Ontario (MARCO); Ontario's Big City Mayors (OBCM); and the Ontario and Canadian Associations of Chiefs of Police.

If any further information is required, please contact the undersigned at 905-957-3346, Ext 5129.

Yours Truly,



Justin J. Paylove  
Manager, Legislative Services/Clerk  
[jpayscale@westlincoln.ca](mailto:jpayscale@westlincoln.ca)

JJP/jmt

cc. Dean Allison, MP  
Sam Oosterhoff, MPP  
Chris Bittle, MP  
Tony Baldinelli, MP  
Fred Davies, MP  
Jennifer Stevens, MPP  
Wayne Gates, MPP  
Jeff Burch, MPP  
Federation of Canadian Municipalities  
Association of Municipalities of Ontario  
Niagara Region Municipalities  
Mayors and Regional Chairs of Ontario (MARCO)  
Ontario's Big City Mayors (OBCM)  
Ontario and Canadian Associations of Chiefs of Police



Aug 12, 2025

City of Orangeville  
87 Broadway  
Orangeville, ON  
L9W 1K1

Dear Clerk

Re: Support of H.E.R. Elect Respect Campaign

This is to confirm that at the Aug 11, 2025 Council Meeting the following resolution was adopted with respect to the above noted matter:

Whereas democracy is healthy when everyone is able to participate fully and safely and contribute to the well-being of their community;

AND WHEREAS we are witnessing the dissolution of democratic discourse and respectful debate across all levels of government and in neighbouring jurisdictions;

AND WHEREAS Ontario's municipally elected officials are dealing with increasingly hostile, unsafe work environments facing threats and harassment;

AND WHEREAS social media platforms have exacerbated disrespectful dialogue, negative commentary, and toxic engagement which disincentivizes individuals, especially women and candidates from diverse backgrounds from running for office;

AND WHEREAS better decisions are made when democracy is respectful and constructive and the voices of diverse genders, identities, ethnicities, races, sexual orientation, ages and abilities are heard and represented around municipal council tables;

AND WHEREAS the Association of Municipalities of Ontario's Healthy Democracy Project has identified concerning trends with fewer people voting in local elections and running for municipal office;

AND WHEREAS in 2024, female elected representatives from across Halton formed a group called H.E.R. (Halton Elected Representatives) which pledged to speak out against harassment and negativity in politics and called on elected officials to uphold the highest standards of conduct;

AND WHEREAS H.E.R. Halton has launched a campaign called Elect Respect to promote the importance of healthy democracy and safe, inclusive, respectful work environments for all elected officials that encourages individuals to participate in the political process;

AND WHEREAS on June 5, 2025, the Canadian Association of Feminist Parliamentarians launched a non-partisan “Parliamentary Civility Pledge” to encourage all parliamentarians to commit to end workplace harassment and increase civility on Parliament Hill, modelled after the pledge developed in Halton by representatives of H.E.R.

**NOW THEREFORE BE IT RESOLVED:**

THAT Township of West Lincoln Council supports the Elect Respect pledge and commits to:

- Treat others with respect in all spaces—public, private, and online,
- Reject and call out harassment, abuse, and personal attacks,
- Focus debate on ideas and policies, not personal attacks,
- Help build a supportive culture where people of all backgrounds feel safe to run for and hold office,
- Call on relevant authorities to ensure the protection of elected officials who face abuse or threats, and
- Model integrity and respect by holding one another to the highest standards of conduct.

AND THAT the Township of West Lincoln Council calls on elected officials, organizations and community members to support the Elect Respect campaign and sign the online pledge at [www.electrespect.ca](http://www.electrespect.ca)

AND THAT a copy of this resolution be sent to the Association of Municipalities of Ontario, Ontario’s Big City Mayors, the Federation of Canadian Municipalities, Mayors and Regional Chairs of Ontario, relevant MPs and MPPs, Regional Police, the Ontario Provincial Police and the Royal Canadian Mounted Police.

If any further information is required, please contact the undersigned at 905-957-3346, Ext 5129.

Yours Truly,



Justin J. Paylove  
Manager, Legislative Services/Clerk  
[ipaylove@westlincoln.ca](mailto:ipaylove@westlincoln.ca)

JJP/jmt

cc. Dean Allison, MP  
Sam Oosterhoff, MPP  
Chris Bittle, MP  
Tony Baldinelli, MP  
Fred Davies, MP  
Jennifer Stevens, MPP  
Wayne Gates, MPP  
Jeff Burch, MPP  
Federation of Canadian Municipalities  
Association of Municipalities of Ontario  
Niagara Region Municipalities  
Mayors and Regional Chairs of Ontario (MARCO)  
Ontario's Big City Mayors (OBCM)  
Ontario and Canadian Associations of Chiefs of Police





**Head Office**  
P.O. Box 3110  
963 Airport Road.  
North Bay, ON  
P1B 8H1

Main switchboard  
for all offices:  
705.472.8170  
Toll  
free: 1.800.278.4922  
Fax: 705.472.9927

[www.nearnorthschools.ca](http://www.nearnorthschools.ca)

Wednesday, Aug. 13, 2025

## **NNDSB Update on Parry Sound JK-12 School Construction**

Near North District School Board (NNDSB) is providing an important update to community groups and stakeholders regarding the new JK-12 school build in Parry Sound.

We have now confirmed that the new facility will not be ready for occupancy by the first day of school in September 2025. NNDSB staff are actively implementing contingency plans to ensure that all students have access to appropriate and supportive learning environments when the school year begins.

We can confirm that JK-Grade 6 students who were set to attend McDougall Public School for September will attend that school location as originally planned. Grades 9-12 students will begin the school year at the current Parry Sound High School building. All Grades 7-8 students will attend the Nobel Public School site. Once the new school building is complete, students and staff will transition to their new home.

We recognize the importance of our partnerships with local organizations and community groups, and we are grateful for your continued support. Your collaboration is vital as we work to minimize disruption and ensure that students and families feel supported during this transition.

Thank you for your ongoing partnership and commitment to student success.





**Ministry of Natural Resources**

Development and Hazard Policy  
Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses naturelles**

Direction de la politique d'exploitation des  
ressources et des risques naturels.  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7



August 13, 2025

Subject: Proposed regulations to support the implementation of the proposed  
*Geologic Carbon Storage Act, 2025*, if passed by the Legislature

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Hello,

Over the past three years, the Ministry of Natural Resources (MNR) has been taking a measured and phased approach to enabling and regulating geologic carbon storage (further referred to as carbon storage) in Ontario. Carbon storage is new to the province and developing a comprehensive framework to regulate this activity would help ensure that it is done responsibly, with measures in place to safeguard people and the environment.

Carbon storage involves injecting captured carbon dioxide into deep geological formations for permanent storage. This technology could provide industries in Ontario with a critical tool for managing their emissions and contributing to the achievement of Ontario's emissions reduction targets.

As you may be aware, the proposed *Geologic Carbon Storage Act, 2025* was introduced into the Ontario legislature on May 27<sup>th</sup>, 2025 as part of [Bill 27, Resource Management and Safety Act, 2025](#). The Bill has now reached second reading in the Legislature, and debate of the Bill will continue after the legislature resumes on October 20<sup>th</sup>, 2025. The status of the Bill in the legislative process can be viewed on the Legislative Assembly of Ontario [website](#).

The proposed Act, if passed by the Legislature, would require the development of supporting regulations that would cover the detailed regulatory requirements for the authorization of research and evaluation activities, and carbon storage activities, before the Act could be proclaimed and brought into force.

We are writing to notify you that the MNR is seeking feedback on the general content of proposed regulations that are being considered under the proposed *Geologic Carbon Storage Act*, 2025, if it is passed by the Legislature.

More details on the general content of the proposed regulations can be viewed in a proposal notice on the Regulatory Registry, posting # [25-MNRF006](#). Feedback on the proposal can be provided directly to MNR through the email address provided below.

If you would like more information or have any questions, please contact Andrew Ogilvie, Manager of Resources Development Section, at 705-761-5815 or through email: [Resources.Development@ontario.ca](mailto:Resources.Development@ontario.ca).

Sincerely,

A handwritten signature in black ink that reads "Jennifer Keyes". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jennifer Keyes  
Director, Development and Hazard Policy Branch



**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**

August 13, 2025

To whom it May Concern:

**RE: Resolution – Support Making the NORDS Pilot Program Permanent and Expanding Program Eligibility**

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Please be advised that at the Township of Larder Lake's Regular Council Meeting held on Tuesday, August 12<sup>th</sup>, 2025, the following resolution of support was adopted:

**Support for Making the NORDS Pilot Program Permanent and Expanding Program Eligibility**

**WHEREAS** the Northern Ontario Resource Development Support (NORDS) pilot program was introduced to help Northern Ontario municipalities address infrastructure pressures resulting from natural resource sector activities;

**AND WHEREAS** the funding provided through the NORDS pilot was very well received by the municipal sector, as it delivered timely and much-needed financial support to many communities across the North;

**AND WHEREAS** the program has allowed municipalities, such as the City of North Bay, to strategically stack multi-year allocations in order to support large-scale infrastructure initiatives critical to community development and economic growth;

**AND WHEREAS** the NORDS pilot program has clearly demonstrated its value and effectiveness in helping Northern municipalities address the infrastructure challenges tied to resource development and extraction;

**AND WHEREAS** rural and northern municipalities are also facing infrastructure degradation resulting from the increasing size and frequency of agricultural machinery and activity, which is currently outside the scope of the pilot;

**THEREFORE BE IT RESOLVED THAT** the Council of the Township of Larder Lake strongly urges the Government of Ontario to make the Northern Ontario Resource Development Support (NORDS) program a permanent fixture of its support to Northern municipalities;

**AND FURTHER THAT** the Province consider expanding program eligibility to recognize the significant impact that agricultural equipment and operations have on municipal infrastructure, particularly in rural communities;

**AND FURTHER THAT** municipalities be encouraged to continue utilizing the ability to stack NORDS allocations over multiple years to support the planning and delivery of major infrastructure projects;

**AND FURTHER THAT** a copy of this resolution be forwarded to the Minister of Northern Economic Development and Growth, the Minister of Agriculture, Food and Agribusiness, the Minister of Infrastructure, the Minister of Natural Resources, local MPP, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), Northwestern Ontario Municipal Association, Rural Ontario Municipalities Association and all Northern Ontario municipalities for their awareness and support.

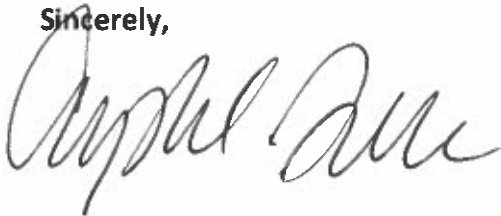
Moved by: Councillor Armstrong

Seconded by: Councillor Kelly

**Carried**

As so directed, a copy of Council's Resolution has been supplied for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Crystal Labbe', written in a cursive style.

**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

**Motion #: 7**

**Resolution #: 9**

**Date: August 12, 2025**

**Support for Making the NORDS Pilot Program Permanent and Expanding Program Eligibility**

**WHEREAS** the Northern Ontario Resource Development Support (NORDS) pilot program was introduced to help Northern Ontario municipalities address infrastructure pressures resulting from natural resource sector activities;

**AND WHEREAS** the funding provided through the NORDS pilot was very well received by the municipal sector, as it delivered timely and much-needed financial support to many communities across the North;

**AND WHEREAS** the program has allowed municipalities, such as the City of North Bay, to strategically stack multi-year allocations in order to support large-scale infrastructure initiatives critical to community development and economic growth;

**AND WHEREAS** the NORDS pilot program has clearly demonstrated its value and effectiveness in helping Northern municipalities address the infrastructure challenges tied to resource development and extraction;

**AND WHEREAS** rural and northern municipalities are also facing infrastructure degradation resulting from the increasing size and frequency of agricultural machinery and activity, which is currently outside the scope of the pilot;

**THEREFORE BE IT RESOLVED THAT** the Council of the Township of Larder Lake strongly urges the Government of Ontario to make the Northern Ontario Resource Development Support (NORDS) program a permanent fixture of its support to Northern municipalities;

Recorded vote requested: ☐

	For	Against
Tom Armstrong	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patricia Hull	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lynne Paquette	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patty Quinn	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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: \_\_\_\_\_

**\*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.**

# 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

Motion #: 8

Resolution #: 9

Date: August 12, 2025

**AND FURTHER THAT** the Province consider expanding program eligibility to recognize the significant impact that agricultural equipment and operations have on municipal infrastructure, particularly in rural communities;

**AND FURTHER THAT** municipalities be encouraged to continue utilizing the ability to stack NORDS allocations over multiple years to support the planning and delivery of major infrastructure projects;

**AND FURTHER THAT** a copy of this resolution be forwarded to the Minister of Northern Economic Development and Growth, the Minister of Agriculture, Food and Agribusiness, the Minister of Infrastructure, the Minister of Natural Resources, local MPP, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), Northwestern Ontario Municipal Association, Rural Ontario Municipalities Association and all Northern Ontario municipalities for their awareness and support.

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:

\*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



The Corporation of the  
City of North Bay  
200 McIntyre St. East  
P.O. Box 360  
North Bay, Ontario  
Canada P1B 8H8  
Tel: 705 474-0400

OFFICE OF THE CITY CLERK  
Direct Line: (705) 474-0626, ext. 2522  
Fax Line: (705) 495-4353  
E-mail: [veronique.hie@northbay.ca](mailto:veronique.hie@northbay.ca)

August 13, 2025

Honourable Greg Rickford  
Minister of Northern Development  
Suite 400  
160 Bloor Street  
Toronto, ON M7A 2E6

Dear Hon. Greg Rickford:

This is Resolution No. 2025-279 which was passed by Council at its Regular Meeting held Tuesday, August 12, 2025.

Resolution No. 2025-279:

"Whereas the Northern Ontario Resource Development Support (NORDS) pilot program was introduced to help Northern Ontario municipalities address infrastructure pressures resulting from natural resource sector activities;

And Whereas the program has been well received and has allowed municipalities, such as the City of North Bay, to strategically accumulate multi-year allocations in order to support large-scale infrastructure initiatives critical to community development and economic growth;

And Whereas the City of North Bay recognizes the importance of modern, safe, and efficient infrastructure to support economic growth and industrial competitiveness;

AND WHEREAS the Seymour Street Widening project from Station Road to Wallace Road, including a signalized intersection, is a critical continuation of the intersection improvement at Hwy 11/17 and Seymour Street, directly supporting a high-value industrial zone;

And Whereas this arterial corridor enables key sectors such as mining, forestry, construction, and manufacturing to receive and ship goods efficiently, impacting markets provincially and beyond;

And Whereas the updated total Seymour Street Widening project budget of approx. \$11 million includes contributions from multiple funding programs such as NORDS (\$2 million) and OCIF (\$4,259,448).

Therefore Be It Resolved That the Council of the City of North Bay strongly urges the Government of Ontario to make the Northern Ontario Resource Development Support (NORDS) program a permanent fixture of its support to Northern municipalities;

And Further Be It Resolved That the Province consider expanding program eligibility to recognize the significant impact that agricultural equipment and operations have on municipal infrastructure, particularly in rural communities;

And Further Be It Resolved That the Council of the City of North Bay formally supports the principle of stacking (accumulating) funding from multiple grant and infrastructure programs to advance strategic capital works, such as the Seymour Street Widening project, and requests continued flexibility from higher levels of government to enable effective financial planning and timely delivery of large-scale municipal infrastructure initiatives;

And Further Be It Resolved That a copy of this resolution be forwarded to the Minister of Northern Development, the Minister of Agriculture, Food and Agribusiness, the Minister of Infrastructure, the Minister of Natural Resources, Nipissing MPP Victor Fedeli, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipal Association (ROMA) and all Northern Ontario municipalities for their awareness and support."

Yours truly,



Veronique Hie  
Deputy City Clerk

VH/ck

cc: Minister of Agriculture, Food and Agribusiness  
Minister of Infrastructure  
Minister of Natural Resources  
Nipissing MPP, Victor Fedeli  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
Northwestern Ontario Municipal Association (NOMA)  
Rural Ontario Municipal Association (ROMA)  
Northern Ontario Municipalities





August 14, 2025

Attention: Mayor David Moore  
Township of McKellar  
701 Hwy. 124  
P.O. Box 69  
McKellar, ON P0G 1C0

**Re: Karlee Britton - Graduate of AMCTO's Diploma in Municipal Administration**

Dear Mayor Moore:

On behalf of the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), I am extremely pleased to announce that **Karlee Britton** has successfully graduated from the Association's Diploma in Municipal Administration. We believe that this is a tremendous accomplishment and should be regarded with pride by your municipality.

Founded in 1938, AMCTO is proud to be the largest municipal professional association in Ontario with more than 2,200 members across the province. We have a mandate to provide high-quality education and professional development programs that foster municipal excellence in the province.

The Diploma in Municipal Administration is designed to provide an academic foundation specifically for the career development of Ontario's municipal professionals. Graduates of this diploma are informed professionals with a comprehensive understanding of the complex and rapidly evolving municipal environment. They can immediately implement their knowledge and make a positive impact on any municipal corporation.

To graduate from this diploma, Karlee has successfully completed the four elements:

- Municipal Administration Program
- Municipal Accounting and Finance Program
- Municipal Law Program
- Employment Law and Human Resources Program

We hope that you and your colleagues on Council will join us in congratulating Karlee on this significant achievement.

Sincerely,

David Arbuckle, MPA  
Executive Director

cc: Karlee Britton