

MUNICIPALITY  **OF ASSIGINACK**

**BOX 238, MANITOWANING, ON, P0P 1N0
(705) 859-3196 or 1-800-540-0179**

**REGULAR MEETING OF COUNCIL
IN CHAMBERS**

Tuesday, September 17, 2024 at 7:00 p.m.

1. OPENING

- a.) Land Acknowledgment
- b.) Adoption of Agenda
- c.) Disclosure of Pecuniary Interest and General Nature Thereof

2. ANNOUNCEMENTS

3. ADOPTION OF MINUTES

- a.) Minutes of the Committee of the Whole Meeting of September 3, 2024
- b.) Minutes of the Regular Meeting of Council of August 20, 2024

4. DELEGATIONS

- a.) Manitoulin Phragmites Project Presentation- Judith Jones

5. REPORTS

- a.) Public Works Report
- b.) PEC Monthly Report
- c.) Marina Monthly Report

6. ACTION REQUIRED ITEMS

- a.) Accounts for Payment: General \$ 564,376.17
- b.) Accounts for Payment: Payroll \$ 64,421.96
- c.) Request for Support: Town of Bradford West Gwillimbury re: Province-Wide Long Service Medal for Police and Paramedics
- d.) Request for Support: County of Frontenac re: Physician Shortage
- e.) Request for Support: Township of Brudenell, Lyndoch and Raglan re: Resume Assessment Cycle
- f.) Library Board Member Appointment
- g.) Marketing and Branding Policy Discussion

7. INFORMATION ITEMS

- a.) Request for Support - AMCTO re: Municipal Elections Act
- b.) Request for Support- Narin, Hyman re: NORM
- c.) Manitoulin East Municipal Airport Commission Minutes of August 12, 2024

8. BY-LAWS

- a.) By-law # 2024-01: Minimum Standards for Roads
- b.) By-law # 2024-11: Agreement with Circular Materials

9. CLOSED SESSION

- a.) Personal matters about an identifiable individual including municipal employees.
- b.) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

10. ADJOURNMENT

**THE CORPORATION OF THE TOWNSHIP OF
ASSIGINACK COMMITTEE OF THE WHOLE MINUTES**

Tuesday, September 3, 2024 at 7:00 p.m.

PRESENT: Mayor Brenda Reid, Councillors Dwayne Elliott, Jennifer Hooper, and Robert Maguire.

STAFF: Alton Hobbs - CAO, Heidi Ferguson- Clerk, Freda Bond- Tax & Utility Manager, Crystal Lentir- Administrative Assistant and Jackie White- PEC.

PUBLIC: Anna Peca.

Moved by Councillor Bowerman:

THAT the meeting be opened with Mayor Reid presiding in the Chair.

CARRIED

The Mayor reminded everyone that the Agricultural Fall Fair is taking place this weekend, starting on Friday. If anyone is interested, they are still looking for volunteers. The Mayor wished everyone to have a good time and enjoy themselves.

Disclosure of Pecuniary Interest: None declared.

Moved by Councillor Bowerman:

THAT we amend the agenda to include:

1d.) Municipal Record Storage

1e.) Circular Materials Recycling Contract

CARRIED

1a.) Funding Proposal- New Horizons for Seniors Program

Staff explained that we have received two requests for funding for New Horizons for Seniors and staff are recommending that the EDO, Arena Manager and Librarian sit down together to create one application for funding. Staff also suggested that we should have a designated person to shepherd all applications. Discussion took place and the Committee passed the following resolutions:

Moved by: Councillor Maguire

THAT we approve submitting a funding application to the New Horizons for Seniors Program.

CARRIED

Moved by: Councillor Bowerman

THAT all funding applications are streamlined through the EDO and that proposals for funding requests be brought to Council for review and approval at least two weeks prior to the application deadline, when possible.

CARRIED

1b.) Funding Proposal- Fire Protection Grant

The Fire Chief shared that the Ontario Government has come forward with funding to help with cancer prevention for fire fighters. The Fire Chief explained that one of the issues is that we have trouble keeping our gear cleaned and we currently send it away once a year to have it cleaned. This program would allow us to clean the gear more frequently and after fires, which will promote our fire fighter's health, extend the life expectancy of the equipment and allow us to be more compliant with health and safety. The funding provides a maximum of up to \$10,000 in funding and the application is due in two days.

Moved by Councillor Bowerman:

THAT we approve the Funding Proposal for the Fire Protection Grant and advise staff to submit the application for funding.

CARRIED

1c.) Banner Brackets Discussion

Staff shared with the Members of the Committee that we do not have a timely option to have the banners mounted on poles, and that to do anymore we will be required to enter into an agreement with Hydro One. Staff shared that they have explored options with Flags Unlimited and we could purchase wall mounts to hang the banners on and these could be mounted to the exterior of buildings such as the municipal office, library, and/or the exterior of arena. The banners would stay up the same duration as the remainder of the banners. The wall mounts will cost \$250 per set and staff received a price based on 10 sets with an approximate cost of \$2,800.

Discussion took place regarding how Members of the Committee would like to proceed. It was suggested that in order to accommodate the 10-11 people currently on the wait list, we could use the four remaining banner arms and work with those local businesses that had previously volunteered to hang banners in their storefronts and then we can revisit this next year at budget time. Discussion took place regarding rotating the banners from year to year and the committee asked staff to develop a procedure or system for how we can use a rotating system, because at some point in time we are going to run out of room.

It was asked by the committee for staff to continue to work with Hydro One and we will go with what we have for now regarding the Christmas banners.

1d.) Municipal Records Discussion

Staff contacted the new owner of 115 Arthur Street, and the owner is willing to rent us the existing storage space at \$350 per month for as long as we need it, however staff cannot guarantee this price forever. Staff are proposing a one-year term to store our records and dedicate time in the Spring for staff to go through the records and decide what is to be kept and what is not and then bring in a company to shred in the Spring.

Members of the Committee discussed staff's recommendation, and they would like to see staff start now going through the records. Members of the Committee also discussed how we can start digitizing our records going forward and asked staff to bring back a costing for this.

The committee instructed staff to enter into a contract for one year to store our records and asked staff to start working on this now. The committee would like a provision within the contract to ensure the security of the municipal records.

1e.) Circular Materials Recycling Contract

Staff advised that we have a draft agreement from Circular Materials Ontario for the assumption of costs by Circular Materials Ontario for the shipping of our recycling materials to a depot of their choosing using the single stream recycling method until April of next year. This contract would be renewed annually.

Starting next April, we anticipate seeing between \$20,000 to 22,000 of revenue for them shipping these materials. We should receive another contract before next April where they will pay for the provision of placement of recycling bins at our depot, since it is the producers of the recycling materials are supposed to be paying for the recycling of these materials.

Discussion took place and Members of the Committee passed the following resolution:

Moved by Councillor Maguire:

THAT we enter into a contract with Circular Materials Ontario for our new recycling contract.

CARRIED

2.a.) High Falls Road Discussion

Staff shared that there are two issues we are looking for Mayor and Council's input on. One of the unintended consequences of having High Falls Bridge and High Falls Road is that people do not always see the park before the road which is leading to increased traffic and foot traffic. We have received complaints from both seasonal and permanent residents regarding the increase in traffic, especially on the private roads and those private roads that are named trails, as there is some confusion by visitors. Staff are bringing forward a request to consider a name changing the name of the road to help with this.

The second issue is that a property owner on High Falls Road would like another severance of their property, which would be the third and final severance they could have. The previous council would not grant this request due to the road not being up to standard. While it is still not up to standard, it has been pointed out that it is a year-round maintained road that Council agreed to take responsibility for.

Discussion took place and Members of the Committee wanted more time to consider renaming the road. Members of the Committee discussed the potential severance of a third and final lot and the committee agreed that they did not want to slow down development. Staff advised that we would communicate this to the property owner.

Members of the Committee asked staff to look into the brush pile and if it is on our property or the neighbor's property.

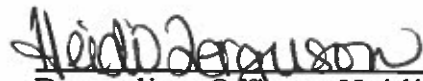
Moved by Councillor Maguire:

THAT we adjourn at 7:50 p.m. until the next regular meeting or Call of the Chair.

CARRIED



Chair: Brenda Reid



Recording Officer: Heidi Ferguson

*These Minutes have been circulated but are not considered Official until approved by Council.

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MINUTES OF THE REGULAR COUNCIL MEETING**

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, August 20, 2024, at 7:00 p.m.

Present: Mayor Brenda Reid
Councillor Dwayne Elliott
Councillor Janice Bowerman
Councillor Jennifer Hooper

Staff: Alton Hobbs, CAO
Heidi Ferguson, Clerk
Deb MacDonald, Treasurer/Deputy CAO
Freda Bond, Taxes & Utilities Manager
Jackie White, PEC

Regrets: Councillor Robert Maguire

Public: Karley Einarson, Freelandt, Caldwell and Reilly
Ryan Yiu and Jessann Harrold

OPENING:

#177-13-2024 J. Hooper – J. Bowerman

THAT the Regular Meeting of the Council of the Corporation of the Township of Assiginack be opened for business at 7:00 pm, with a quorum of members present, with Mayor Reid presiding in the Chair.

CARRIED

AGENDA:

#178-13-2024 D. Elliott – J. Bowerman

THAT we approve the agenda as presented.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST:

NONE

ANNOUNCEMENTS:

Councillor Bowerman reminded everyone that the Fall Fair will be held on September 6th and 7th. Councillor Bowerman shared that she is responsible for the Cake Walk this year and has issued a challenge to everyone to enter a cake. She also shared that the Agricultural Society is looking for volunteers, including student volunteers to assist with the fair and if anyone is interested in volunteering their time to contact the Agriculture Society.

Councillor Elliott thanked the volunteers and staff for hosting the Youth Ball Tournament. Councillor Elliott shared that there were 144 kids and their parents

that attended the tournament. Councillor Elliott shared a big thank you to the umpires- Larry, Bud, Ryan, Reuben and Murray, as well as to Assiginack Public School for providing the canteen.

ADOPTION OF MINUTES:

#179-13-2024 J. Hooper – J. Bowerman

THAT we approve the minutes of the Special Meeting of Council of July 16, 2024.

CARRIED

NOTE: Councillor Bowerman inquired what we are doing about banner arms, as mentioned in the minutes of July 16, 2024. Staff advised that we are currently looking at another alternative and locations. Staff will provide Council with an update once we receive an answer back.

DELEGATIONS:

#180-13-2024 J. Bowerman – D. Elliott

THAT we thank Karley from Freelandt, Caldwell, and Reilly for attending tonight's meeting and presenting the audited financial statements to Council AND THAT we accept the 2023 Audited Financial Statements as presented.

CARRIED

NOTE: Karley Einarson from Freelandt, Caldwell and Reilly, presented the Township's 2023 Audited Financial Statements to Council, highlighting elements of the audit and providing an opportunity for Council to ask their questions.

REPORTS:

#181-13-2024 J. Hooper - J. Bowerman

THAT we accept the Public Works Report and thank staff for their report.

CARRIED

#182-13-2024 D. Elliott – J. Bowerman

THAT we accept the PEC report and thank staff for their report.

CARRIED

#183-13-2024 J. Hooper – J. Bowerman

THAT we accept the Marina Report and thank staff for their report.

CARRIED

ACTION REQUIRED ITEMS:

#184-13-2024 J. Bowerman – D. Elliott

THAT we authorize the following Accounts for Payment: General \$ 741,623.95 pursuant to the attached Treasurer's Statement of Accounts.

CARRIED

NOTE: Councillor Hooper inquired about the stove repair expense and if we will receive warranty for this, as the stove is new. Staff advised that we have

submitted our warranty claim to the company, as we had to pay it upfront and then remit for payment.

#185-13-2024 J. Hooper – J. Bowerman

THAT we authorize the following Accounts for Payment: Payroll \$ 97,945.78, pursuant to the attached Treasurer's Statement of Accounts.

CARRIED

#186-13-2024 J. Bowerman – D. Elliott

THAT we agree to have Tehkummah appoint their joint representative to serve for the first term of the Manitoulin OPP Detachment Board, with Assiginack's representative alternating every four years.

CARRIED

#187-13-2024 D. Elliott – J. Bowerman

THAT we authorize staff to enter into an Encroachment Agreement with the property owner, which will be completed at the property owner's expense.

CARRIED

INFORMATION ITEMS:

#188-13-2024 J. Hooper – J. Bowerman

THAT we acknowledge receipt of the following information items:

- a) Request for Support: Town of Bradford West Gwillimbury re: Province-Wide Long Service Medal for Police and Paramedics.
- b) Request for Support: Country of Frontenac re: Physician Shortage
- c) Request for Support: Township of Brudenell, Lyndoch and Raglan re: Resume Assessment Cycle.
- d) Request for Support: City of Toronto re: Province Support for Physicians.

CARRIED

#189-13-2024 D. Elliott – J. Bowerman

THAT we support the following Requests for Support:

- a) Request for Support: Town of Bradford West Gwillimbury re: Province-Wide Long Service Medal for Police and Paramedics.
- b) Request for Support: Country of Frontenac re: Physician Shortage
- c) Request for Support: Township of Brudenell, Lyndoch and Raglan re: Resume Assessment Cycle.

And we will bring these resolutions back to our next Regular Meeting of Council.

CARRIED

CLOSED SESSION:

#190-13-2024 J. Bowerman – D. Elliott

BE IT RESOLVED THAT in accordance with By-law # 02-02 as amended and Section 239 of the Municipal Act, as amended, Council proceed to a Closed Session at 7:49 p.m. in order to attend to a matters pertaining to:

- a) Personal information about an identifiable individual, including municipal employees.

b) Personal information about an identifiable individual, including municipal employees.

CARRIED

#191-13-2024 D. Elliott – J. Bowerman

THAT we adjourn from our Closed Session at 8:45 p.m., accept the minutes of the previous closed session, and resume our Regular Meeting.

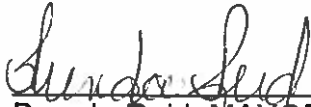
CARRIED

CLOSING:


#192-13-2024 D. Elliott – J. Bowerman

THAT we adjourn at 8:46 p.m. until the next regular meeting or call of the Chair.

CARRIED



Brenda Reid, MAYOR



Heidi Ferguson, CLERK

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- By the time this report is public the surface treatment will be completed for the South Bay Shores subdivision
- The new stop sign has been placed at the end of Clover Valley Road
- The ditch at the race track is now a covered drain with the next step being to add topsoil and seed
- At the same time we will attempt to return the infield to the point it can be cut easily with a mower
- We are close to completion of the ball shed. We still need to run the water line across the track to it
- We continue to maintain the 4 cemeteries
- The brushing contractor will be here in the next few weeks. Scheduled this year is the Bidwell and its side roads
- Fall fair set up and take down went smoothly for Public Works

Ron Cooper

Memo

To: Council
From: Jackie White
Date: September 10, 2024
Re: August update - PEC

August breakdown

Atrium was used for 37 hours.

Activity room used for 3.5 hours.

Dry pad used for 6.5 hours.

Ball Field used for 56 hours.

Event	# Sessions	#Attend
Sr Fitness	4	4-6
Sr Drop In	4	7-11 weekly
Roller blade hockey	4	5-9
Youth ball tournament	1	135 youth
Cook kids/adults	3	23
Swim lessons	10	23
McLeans Bike Race	Hosted by Manitoulin Bike Club – at McLeans park	16

Memo

To: Alton
From: Jackie White
Date: September 10, 2024
Re: 2024 Marina Report

The following information was collected at the marina from May 1 to September 5, 2024.

There were 19 seasonal bookings, 2023 also had 19 seasonal bookings. The total number of slips are 23.

There were 16 short term bookings in 2024, meaning overnight up to a week stay. 2023 had 11 bookings.

This year, again, the marina ran a small concession stand.

Below is a chart on the summary of ramp and beach users to date.

BEACH	May	June	July	August	Sept	TOTAL
2022	95	166	1986	2456	160	4863
2023		113	1491	2212	42	3858
2024	61	240	1069	1181		2551

RAMP	May	June	July	August	Sept	TOTAL
2022	84	58	58	110	9	319
2023		18	203	133	8	362
2024	37	65	258	216		576

The Township of Assiginack

CHEQUE DISTRIBUTION REPORT

Payables Management

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	0034383
Cheque Date	First	Last		0034425

Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	Date:	Vendor:	Amount:
0034383	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$33,448.81
InvNo: A-19-01 (#4-009)		InvDesc: pyt into court-#A19-01tx sale	InvAmt: \$33,448.81
0034384	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$33,345.62
InvNo: #A-19-02 (#4-010)		InvDesc: pyt into court-#A-19-02	InvAmt: \$33,345.62
0034385	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$33,433.29
InvNo: #A-19-03 (#4-011)		InvDesc: pyt into court#A-19-03	InvAmt: \$33,433.29
0034386	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$62,405.54
InvNo: #A-19-04 (#4-012)		InvDesc: pyt into court#A19-19-04	InvAmt: \$62,405.54
0034387	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$14,769.69
InvNo: #A-19-07 (#6-044)		InvDesc: pyt into court#A19-19-07	InvAmt: \$14,769.69
0034388	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$67,559.07
InvNo: #A-19-12 (#9105)		InvDesc: pyt into court#A-19-12	InvAmt: \$67,559.07
0034389	2024-08-07	ACCOUNTANT OF SUPERIOR COURT OF ONTARIO	\$17,143.70
InvNo: #A-19-14 (#11-092)		InvDesc: pyt into court#A-19-14	InvAmt: \$17,143.70
0034398	2024-08-12	COMPUTREK	\$1,669.79
InvNo: 30023		InvDesc: july offsite backup storage	InvAmt: \$138.09
InvNo: 30059		InvDesc: aug remote server mgmt	InvAmt: \$1,531.70
0034399	2024-08-12	G. STEPHEN WATT, BARRISTER	\$1,949.25
InvNo: 4294		InvDesc: genera legal	InvAmt: \$1,949.25
0034400	2024-08-12	GERRY STRONG	\$234.62
InvNo: AUG 12 2024		InvDesc: bldg insp mileage	InvAmt: \$234.62
0034401	2024-08-12	GFL ENVIRONMENTAL INC 2019	\$10,535.58
InvNo: G00000035103		InvDesc: july recyl transport	InvAmt: \$10,535.58
0034402	2024-08-12	HYDRO ONE NETWORKS INC.	\$9,171.14
InvNo: JULY 23 2024 MTG WTP		InvDesc: mtg wtp	InvAmt: \$4,482.60
InvNo: JULY 24 2024 LITES		InvDesc: street lites	InvAmt: \$547.81
InvNo: AUG 1 2024 HERITAGE		InvDesc: heritage park	InvAmt: \$67.46
InvNo: AUG 1 2024 PW		InvDesc: pw	InvAmt: \$289.59
InvNo: JULY 20 2024 LAGOON		InvDesc: lagoon	InvAmt: \$3,783.68
0034403	2024-08-12	JACKIE WHITE	\$217.95
InvNo: 701-7233607-7625868		InvDesc: pec-supply reimb.	InvAmt: \$50.84
InvNo: AUG 9 2024		InvDesc: pec-ball equipment reimb.	InvAmt: \$86.03
InvNo: AUG 2024		InvDesc: pec-supplies	InvAmt: \$81.08

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

InvNo: 693549 InvDesc: pw-dyed diesel InvAmt: \$2,355.72
 InvNo: 693550 InvDesc: pw-diesel InvAmt: \$1,717.24

ChqNo:	Date:	Vendor:	Amount:
0034412	2024-08-12	NORTHERN 911	\$517.16
InvNo: 21216-08012024	InvDesc: aug 911 dispatch	InvAmt: \$517.16	
0034413	2024-08-12	OLD DUTCH FOODS LTD	\$41.25
InvNo: 41915577	InvDesc: marina-canteen chips	InvAmt: \$41.25	
0034414	2024-08-12	ONTARIO PROPERTY SERVICES	\$5,400.00
InvNo: 475	InvDesc: tx sale properties-pyt into co	InvAmt: \$4,200.00	
InvNo: 473	InvDesc: tx sale properties	InvAmt: \$1,200.00	
0034415	2024-08-12	PAUL METHNER	\$1,100.00
InvNo: #20240731	InvDesc: july animal control	InvAmt: \$1,100.00	
0034416	2024-08-12	PERRY NEWMAN	\$803.60
InvNo: AUG 12 2024	InvDesc: byaw/bldg mileage	InvAmt: \$803.60	
0034417	2024-08-12	PETTY CASH	\$221.15
InvNo: AUG 12 2024	InvDesc: petty cash replenish	InvAmt: \$221.15	
0034418	2024-08-12	RECEIVER GENERAL	\$41,799.41
InvNo: JULY 2024	InvDesc: july source deductions	InvAmt: \$41,799.41	
0034419	2024-08-12	SUPERIOR PROPANE INC.	\$4,244.16
InvNo: JULY 23 2024	InvDesc: tnk pickup/prop evac.fees	InvAmt: \$4,320.43	
0034420	2024-08-12	ACCESS APPLIANCE SERVICE	\$350.30
InvNo: 17	InvDesc: tob.hill canteen-stove repair	InvAmt: \$350.30	
0034421	2024-08-12	OVERHEAD DOOR CO. OF SUDBURY LTD	\$2,136.23
InvNo: 69359	InvDesc: fd-firehall door repairs	InvAmt: \$2,136.23	
0034422	2024-08-12	WINDOWS UNLIMITED	\$3,653.66
InvNo: 312278	InvDesc: po/admin/lib cleaning	InvAmt: \$3,653.66	
0034423	2024-08-12	WISHART LAW FIRM LLP	\$2,613.18
InvNo: 20918-2	InvDesc: general legal	InvAmt: \$2,503.00	
InvNo: 20918-5	InvDesc: general legal	InvAmt: \$110.18	
0034424	2024-08-12	WOOD WYANT CANADA INC	\$504.79
InvNo: 297479	InvDesc: arena-flr clean&r maint	InvAmt: \$504.79	
0034425	2024-08-12	XEROX CANADA LTD.	\$288.43
InvNo: F62680568	InvDesc: monthly copier usage	InvAmt: \$288.43	

*** End of Report ***

Report Total:

\$390,716.62

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

Ranges: **From:** **To:** **From:** **To:**
 Vendor ID First Last Chequebook ID First Last
 Vendor Name First Last Cheque Number 0034452 0034466
 Cheque Date First Last

Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	0034452	Date:	2024-09-03	Vendor:	ALLEN'S AUTOMOTIVE GROUP	Amount:	\$130.26
	InvNo: 845203		InvDesc: 5w30 oil			InvAmt:	\$130.26
ChqNo:	0034453	Date:	2024-09-03	Vendor:	ANP OFFICE SUPPLY	Amount:	\$81.24
	InvNo: 03516		InvDesc: t.paper/tape			InvAmt:	\$81.24
ChqNo:	0034454	Date:	2024-09-03	Vendor:	COMPLETE AUTOMOTIVE AND MARINE	Amount:	\$2,311.01
	InvNo: 41516		InvDesc: fuel pump #5			InvAmt:	\$2,311.01
ChqNo:	0034455	Date:	2024-09-03	Vendor:	C. PEARSON & SON EXCAVATION & HAULAGE	Amount:	\$14,983.80
	InvNo: 6802		InvDesc: beach sand/screen/exc			InvAmt:	\$14,983.80
ChqNo:	0034456	Date:	2024-09-03	Vendor:	MANITOWANING MILL & HOME BUILDING CENTRE	Amount:	\$2,414.51
	InvNo: 0305937		InvDesc: lumber ball shed (icip)			InvAmt:	\$261.88
	InvNo: 0305118		InvDesc: couplings			InvAmt:	\$17.15
	InvNo: 0304949		InvDesc: copper cutters/couplings(wtr)			InvAmt:	\$69.58
	InvNo: 0304861		InvDesc: shop vac			InvAmt:	\$146.89
	InvNo: 0304825		InvDesc: locks ball shed (icip)			InvAmt:	\$14.21
	InvNo: 0297842		InvDesc: lumber ball shed (icip)			InvAmt:	\$267.05
	InvNo: 0297790		InvDesc: screws/lumber ball shed(icip)			InvAmt:	\$548.66
	InvNo: 0297501		InvDesc: screws/pins/coffee			InvAmt:	\$156.53
	InvNo: 0297475		InvDesc: hinges ball shed (icip)			InvAmt:	\$16.24
	InvNo: 0297123		InvDesc: sink &fitting (info booth)			InvAmt:	\$208.47
	InvNo: 0296944		InvDesc: wire brush			InvAmt:	\$8.46
	InvNo: 0296909		InvDesc: led bulbs			InvAmt:	\$143.03
	InvNo: 0296521		InvDesc: floor magnet			InvAmt:	\$101.69
	InvNo: 0296500		InvDesc: wtr truck fitting			InvAmt:	\$56.12
	InvNo: 0296480		InvDesc: ball shed (icip)			InvAmt:	\$357.88
	InvNo: 0295769		InvDesc: coffee			InvAmt:	\$40.67
ChqNo:	0034457	Date:	2024-09-03	Vendor:	MIKE VAREY EXCAVATING & EQUIPMENT	Amount:	\$37,115.45
	InvNo: INV-1325		InvDesc: crush & pitrun			InvAmt:	\$37,115.45
ChqNo:	0034458	Date:	2024-09-03	Vendor:	MOGGY EXCAVATING	Amount:	\$1,249.99
	InvNo: 2022638		InvDesc: tractor rental (rdsides)			InvAmt:	\$1,249.99
ChqNo:	0034459	Date:	2024-09-03	Vendor:	MSC INDUSTRIAL SUPPLY ULC	Amount:	\$322.51
	InvNo: 753951001		InvDesc: nuts/boltsblades			InvAmt:	\$67.02

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

InvNo: 7049282001 InvDesc: eye wash st (3) InvAmt: \$255.49

ChqNo:	0034460	Date:	2024-09-03	Vendor:	MSR TIRE LTD	Amount:	\$1,195.54
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InvNo: 40804 InvDesc: tires #5 InvAmt: \$1,195.54

ChqNo:	0034461	Date:	2024-09-03	Vendor:	POLLARD DISTRIBUTION INC	Amount:	\$25,103.98
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InvNo: 9981 InvDesc: calcium InvAmt: \$25,103.98

ChqNo:	0034462	Date:	2024-09-03	Vendor:	RALF ISLAND TRUCK PARTS	Amount:	\$444.49
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InvNo: 17125 InvDesc: hydraulic hose #14 InvAmt: \$105.77

InvNo: 16488 InvDesc: lights #2 InvAmt: \$338.72

ChqNo:	0034463	Date:	2024-09-03	Vendor:	WAMCO WATERWORKS NORTHERN	Amount:	\$14,095.67
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InvNo: 307243001892 InvDesc: 8" valves&fittings (3) wtr InvAmt: \$9,151.15

InvNo: 307243001905 InvDesc: 6" valves & fittings (2) wtr InvAmt: \$4,944.52

ChqNo:	0034464	Date:	2024-09-03	Vendor:	TOROMONT CAT	Amount:	\$444.62
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InvNo: W0901014708 InvDesc: maint contract #9 InvAmt: \$444.62

ChqNo:	0034465	Date:	2024-09-03	Vendor:	WHITE'S SHELL	Amount:	\$8,244.27
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InvNo: 28294 InvDesc: turbo #6 InvAmt: \$8,049.72

InvNo: 28333 InvDesc: tire install #5 InvAmt: \$194.55

ChqNo:	0034466	Date:	2024-09-03	Vendor:	WURTH CANADA LTD	Amount:	\$525.70
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InvNo: 25975018 InvDesc: glasses/gloves/blades InvAmt: \$525.70

*** End of Report ***

Report Total:

\$108,663.04

The Township of Assiginack

CHEQUE DISTRIBUTION REPORT

Payables Management

Ranges: **From:** **To:** **From:** **To:**
 Vendor ID First Last Chequebook ID First Last
 Vendor Name First Last Cheque Number 0034474 0034497
 Cheque Date First Last
Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	Date:	Vendor:	Amount:
0034474	2024-09-09	CITY OF GREATER SUDBURY	\$1,725.46
InvNo: 00135442	InvDesc: july recyl material	InvAmt:	\$1,725.46
0034475	2024-09-09	COMPUTREK	\$1,740.55
InvNo: 30238	InvDesc: august remote server mgmt	InvAmt:	\$1,531.70
InvNo: 30196	InvDesc: august offsite backup	InvAmt:	\$208.85
0034477	2024-09-09	GERRY STRONG	\$234.62
InvNo: SEPT 9 2024	InvDesc: bldg insp mileage	InvAmt:	\$234.62
0034478	2024-09-09	GFL ENVIRONMENTAL INC 2019	\$10,535.58
InvNo: G000000035750	InvDesc: august recyc transport	InvAmt:	\$10,535.58
0034479	2024-09-09	HYDRO ONE NETWORKS INC.	\$11,140.00
InvNo: AUG 27 2024 LAGOON	InvDesc: lagoon	InvAmt:	\$3,374.29
InvNo: SEPT 12 2024 LITES	InvDesc: street lites	InvAmt:	\$568.15
InvNo: AUG 20 2024 ARENA	InvDesc: arena	InvAmt:	\$449.84
InvNo: AUG 20 2024 SHWRHSE	InvDesc: marina showerhouse	InvAmt:	\$145.32
InvNo: AUG 20 2024 INFO BTH	InvDesc: info booth	InvAmt:	\$279.10
InvNo: AUG 20 2024 TENNIS	InvDesc: tennis courts	InvAmt:	\$108.16
InvNo: AUG 20 2024 SS WTP	InvDesc: ss wtp	InvAmt:	\$742.41
InvNo: AUG 20 2024 PO/BMO	InvDesc: po/bmo (july)	InvAmt:	\$633.88
InvNo: AUG 20 2024 DOCKS	InvDesc: marina docks	InvAmt:	\$87.79
InvNo: AUG 20 2024 LIB	InvDesc: lib bldg	InvAmt:	\$441.68
InvNo: AUG 22 2024 MTG WTPQ	InvDesc: mtg wtp	InvAmt:	\$3,500.37
InvNo: AUG 22 2024 ICE PLNT	InvDesc: arena (ice plnt estimate)	InvAmt:	\$809.01
0034480	2024-09-09	JACKIE WHITE	\$1,370.88
InvNo: 701-5950917-9649060	InvDesc: pec-reimb.ball tourn.counters	InvAmt:	\$28.44
InvNo: 2076216125	InvDesc: pec-social media sch app	InvAmt:	\$1,342.44
0034481	2024-09-09	MANITOWANING MILL & HOME BUILDING CENTRE	\$1,018.86
InvNo: 0307043	InvDesc: ball shed (icip)	InvAmt:	\$368.06
InvNo: 0307044	InvDesc: ball shed (icip grant)	InvAmt:	\$77.47
InvNo: 0307294	InvDesc: arena-rake	InvAmt:	\$16.92
InvNo: 0307325	InvDesc: ball shed-nut setters	InvAmt:	\$15.42

The Township of Assiginack
 CHEQUE DISTRIBUTION REPORT
 Payables Management

InvNo: 0307380	InvDesc: ball shed (icip grant)	InvAmt: \$230.08
InvNo: 0307418	InvDesc: ball shed (icip grant)	InvAmt: \$107.93
InvNo: 0307427	InvDesc: arena-plumb supplies	InvAmt: \$73.21
InvNo: 0307432	InvDesc: arena-abs pipe	InvAmt: \$15.13
InvNo: 0307464	InvDesc: marina-mousetrap	InvAmt: \$12.42
InvNo: 0307466	InvDesc: marina-answer.machine	InvAmt: \$62.14
InvNo: 0308532	InvDesc: arena-scissor snap	InvAmt: \$6.43
InvNo: 0309183	InvDesc: arena-plumb supplies	InvAmt: \$80.39

ChqNo: 0034482	Date: 2024-09-09	Vendor: MANITOWANING FRESHMART	Amount: \$83.90
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InvNo: 00297726	InvDesc: admin-tea	InvAmt: \$12.98
InvNo: 00073951	InvDesc: pw-water/supplies	InvAmt: \$49.95
InvNo: 00290642	InvDesc: pw-water	InvAmt: \$20.97

ChqNo: 0034483	Date: 2024-09-09	Vendor: MINISTER OF FINANCE	Amount: \$21,806.48
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InvNo: 3023084241312011	InvDesc: july policing	InvAmt: \$22,151.00
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ChqNo: 0034484	Date: 2024-09-09	Vendor: NEW NORTH FUELS INC	Amount: \$1,582.13
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InvNo: 695201	InvDesc: pw-diesel	InvAmt: \$589.11
InvNo: 695200	InvDesc: pw-dyed diesel	InvAmt: \$993.02

ChqNo: 0034485	Date: 2024-09-09	Vendor: NORTHERN 911	Amount: \$517.16
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InvNo: 21216-09012024	InvDesc: sept 911 dispatch	InvAmt: \$517.16
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ChqNo: 0034486	Date: 2024-09-09	Vendor: PERRY NEWMAN	Amount: \$935.20
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InvNo: SEPT 9 2024	InvDesc: bylaw/bldg mileage	InvAmt: \$935.20
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ChqNo: 0034487	Date: 2024-09-09	Vendor: PITNEY WORKS	Amount: \$2,280.60
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InvNo: SEPT 2 2024	InvDesc: postage meter refill	InvAmt: \$2,280.60
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ChqNo: 0034488	Date: 2024-09-09	Vendor: SIMALAM	Amount: \$508.50
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InvNo: 1558	InvDesc: website maint may-july2024	InvAmt: \$508.50
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ChqNo: 0034489	Date: 2024-09-09	Vendor: ASSIGINACK PUBLIC SCHOOL	Amount: \$118.00
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InvNo: AUG 29 2024	InvDesc: pec-meal voucher ball tourn	InvAmt: \$118.00
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ChqNo: 0034490	Date: 2024-09-09	Vendor: ANDREW GERHARD	Amount: \$2,521.35
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InvNo: SEPT 5 2024	InvDesc: seniors grant-comp/prtr/paper	InvAmt: \$2,521.35
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ChqNo: 0034491	Date: 2024-09-09	Vendor: CHRIS MELOCHE	Amount: \$450.00
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InvNo: AUGUST 2024	InvDesc: pec-cooking class (sen.grant)	InvAmt: \$450.00
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ChqNo: 0034492	Date: 2024-09-09	Vendor: SPIRIT'S DEN HOLDINGS LTD	Amount: \$1,038.26
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InvNo: SEPT 1 2024	InvDesc: bmo sept rent	InvAmt: \$1,038.26
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ChqNo: 0034493	Date: 2024-09-09	Vendor: CENTRAL MANITOULIN ELECTRIC	Amount: \$767.63
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InvNo: 191	InvDesc: arena pavillion-rep.light fixt	InvAmt: \$767.63
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ChqNo: 0034494	Date: 2024-09-09	Vendor: WHITE'S SHELL	Amount: \$435.18
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InvNo: 28491	InvDesc: fd-battery (light tower)	InvAmt: \$435.18
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The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

ChqNo: 0034495	Date: 2024-09-09	Vendor: WINDOWS UNLIMITED	Amount: \$3,653.66
InvNo: 312279	InvDesc: bldgs cleaning	InvAmt: \$3,653.66	
ChqNo: 0034496	Date: 2024-09-09	Vendor: XEROX CANADA LTD.	Amount: \$137.01
InvNo: F62792390	InvDesc: copier monthly usage	InvAmt: \$137.01	
ChqNo: 0034497	Date: 2024-09-09	Vendor: WEAVER-SIMMONS	Amount: \$395.50
InvNo: 965324	InvDesc: general legal	InvAmt: \$395.50	

*** End of Report ***

Report Total:

\$64,996.51

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
034426		2024-08-26	08/24COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
034427		2024-08-26	08/24COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
034428		2024-08-26	08/24COMB	133	BOND, FREDA	OUTSTANDING	Cheque
034429		2024-08-26	08/24COMB	222	ELLIOTT, DWAYNE	OUTSTANDING	Cheque
034430		2024-08-26	08/24COMB	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
034431		2024-08-26	08/24COMB	398	Mara, Xavier	OUTSTANDING	Cheque
034432		2024-08-26	08/24COMB	504	MARA, SEBASTIEN	OUTSTANDING	Cheque
034433		2024-08-26	08/24COMB	505	JAMIESON, KADEN	OUTSTANDING	Cheque
034434		2024-08-26	08/24COMB	506	MCCARVILLE, MADISON	OUTSTANDING	Cheque
1040		2024-08-26	08/24COMB	116	COOPER, RONALD	OUTSTANDING	Direct Deposit
1041		2024-08-26	08/24COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
1042		2024-08-26	08/24COMB	169	MAGUIRE, KELSEY	OUTSTANDING	Direct Deposit
1043		2024-08-26	08/24COMB	216	REID, BRENDA	OUTSTANDING	Direct Deposit
1044		2024-08-26	08/24COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
1045		2024-08-26	08/24COMB	223	BOWERMAN, JANICE	OUTSTANDING	Direct Deposit
1046		2024-08-26	08/24COMB	224	HOOPER, JENNIFER	OUTSTANDING	Direct Deposit
1047		2024-08-26	08/24COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
1048		2024-08-26	08/24COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
1049		2024-08-26	08/24COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
1050		2024-08-26	08/24COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
1051		2024-08-26	08/24COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
1052		2024-08-26	08/24COMB	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit
1053		2024-08-26	08/24COMB	386	NEWMAN, PERRY	OUTSTANDING	Direct Deposit
1054		2024-08-26	08/24COMB	390	GERHARD, MARI	OUTSTANDING	Direct Deposit
1055		2024-08-26	08/24COMB	394	RZADKIEWICZ, RHEAL	OUTSTANDING	Direct Deposit
1056		2024-08-26	08/24COMB	396	FERGUSON, HELDI	OUTSTANDING	Direct Deposit
1057		2024-08-26	08/24COMB	399	MASTELKO, JOHN	OUTSTANDING	Direct Deposit

Total : \$33,676.30

Date : 2024-09-09
Time : 1:29:45 PM

The Township of Assiginack

Page: 1

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0034467		2024-09-09	09/09COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0034468		2024-09-09	09/09COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0034469		2024-09-09	09/09COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0034470		2024-09-09	09/09COMB	222	ELLIOTT, DWAYNE	OUTSTANDING	Cheque
0034471		2024-09-09	09/09COMB	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
0034472		2024-09-09	09/09COMB	504	MARA, SEBASTIEN	OUTSTANDING	Cheque
0034473		2024-09-09	09/09COMB	505	JAMIESON, KADEN	OUTSTANDING	Cheque
1058		2024-09-09	09/09COMB	118	COOPER, RONALD	OUTSTANDING	Direct Deposit
1059		2024-09-09	09/09COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
1060		2024-09-09	09/09COMB	169	MAGUIRE, KELSEY	OUTSTANDING	Direct Deposit
1061		2024-09-09	09/09COMB	216	REID, BRENDA	OUTSTANDING	Direct Deposit
1062		2024-09-09	09/09COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
1063		2024-09-09	09/09COMB	223	BOWERMAN, JANICE	OUTSTANDING	Direct Deposit
1064		2024-09-09	09/09COMB	224	HOOPER, JENNIFER	OUTSTANDING	Direct Deposit
1065		2024-09-09	09/09COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
1066		2024-09-09	09/09COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
1067		2024-09-09	09/09COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
1068		2024-09-09	09/09COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
1069		2024-09-09	09/09COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
1070		2024-09-09	09/09COMB	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit
1071		2024-09-09	09/09COMB	386	NEWMAN, PERRY	OUTSTANDING	Direct Deposit
1072		2024-09-09	09/09COMB	394	RZADKIEWICZ, RHEAL	OUTSTANDING	Direct Deposit
1073		2024-09-09	09/09COMB	396	FERGUSON, HEIDI	OUTSTANDING	Direct Deposit
1074		2024-09-09	09/09COMB	399	MASTELKO, JOHN	OUTSTANDING	Direct Deposit

Date : 2024-09-09
Time : 2:15:24 PM

The Township of Assiginack

Page: 1

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
175		2024-09-09	9/09LIB	390	GERHARD, MARI	OUTSTANDING	Direct Deposit

Total : 30 745.66

June 20, 2024

SENT VIA EMAIL

Hon. Doug Ford MPP
Premier of Ontario
Premier's Office, Main Legislative Building
Queen's Park, Toronto, Ontario

Dear Premier,

As I know you will agree, Ontario's paramedics, police officers and firefighters are our frontline heroes, regularly putting themselves at risk to protect the rest of us.

In recent months, local resident, paramedic and former volunteer firefighter, Charles Shaw, has been advocating for paramedics and all police officers to receive the same long-service medal as exists today for firefighters and Ontario Provincial Police officers.

Our Town Council agrees with Mr Shaw, and passed the below resolution unanimously requesting the province create such medals. Here is the resolution:

Resolution 2024-206

Whereas paramedics, firefighters and police officers are our frontline heroes, regularly putting their own health and safety at risk to help others in need;

Whereas the Ontario Fire Services Long Service Medal was created in 1971 to honour firefighters who have served the public for twenty-five years or more and the Governor General's Fire Services Exemplary Service Medal was created in 1985 and 'honours members of a recognized Canadian fire service who have completed 20 years of service, ten years of which have been served in the performance of duties involving potential risks;

Whereas the Ontario Provincial Police Long Service and Good Conduct Medal honours OPP officers who have served for twenty years or more and the Governor General's Police Exemplary Service Medal, created in 1983, 'recognizes police officers who have served in an exemplary manner having completed 20 years of full-time service with one or more recognized Canadian police forces;

Whereas many non-OPP police services have similar local long-service medals within their forces, but there is not a province-wide long-service medal for non-OPP police officers;

Whereas the Governor General's Emergency Medical Services Exemplary Service Medal, created in 1994, recognizes 'professionals in the provision of pre-hospital emergency medical services to the public who completed 20 years of exemplary service, including at least 10 years in the performance of duties involving potential risk;

Whereas there is no province-wide long-service medal for paramedics in Ontario;

Therefore, The Corporation of the Town of Bradford West Gwillimbury Council:

- 1. Endorse the creation of a province-wide long-service medal for police and for paramedics, modelled after the existing such award for firefighters;*
- 2. In furtherance of this resolution, that the Mayor write to the Premier, Minister of Health, Solicitor General, Minister of Citizenship and our local MPP urging them to work collaboratively to create such awards; and*
- 3. That a copy of this resolution be sent to all Ontario municipalities.*

I believe this is a relatively simple but important measure your government could take to honour our paramedics and police officers, as we already honour our firefighters. I understand the creation of such an award would involve several different ministries, and I hope you might instruct your cabinet to work together to create this award.

Thank you very much for your consideration.

Sincerely yours,



James Leduc
Mayor
Town of Bradford West Gwillimbury

cc

Hon. Sylvia Jones, Minister of Health
Hon. Michael Krezner, Solicitor General
Hon. Michael Ford, Minister of Citizenship and Multiculturalism
Hon. Caroline Mulroney, MPP for York—Simcoe
Cllr Jonathan Scott, Town of Bradford West Gwillimbury
Mr. Charles Shaw
Ontario's Municipal Councils



FRONTENAC

County of Frontenac

2069 Battersea Rd.
Glenburnie, ON K0H 1S0

T: 613.548.9400

F: 613.548.8460

Sent Via Email

19 July 2024

Hon. Doug Ford (Premier of Ontario)
Hon. Sylvia Jones (Ontario Minister of Health)
Dr. Kieran Moore (Chief Medical Officer of Health)
John Jordan, MPP (Lanark-Frontenac-Kingston)
Ted Hsu, MPP (Kingston and the Islands)
Association of Municipalities of Ontario (AMO)
Ontario Medical Association (OMA)
Eastern Ontario Warden's Caucus (EOWC)
All Ontario Municipalities

Re: Frontenac County Council Meeting – July 17, 2024 – Request for the Provincial Government to Recognize the Physician Shortage in Frontenac County

Please be advised that the Council of the County of Frontenac, at its regular meeting held July 17, 2024, passed the following resolution, being Motions, Notice of Which has Been Given, clause a):

Motions, Notice of Which has Been Given

a) Request for the Provincial Government to Recognize the Physician Shortage in Frontenac County

Motion #: 133-24 Moved By: Deputy Warden Vandewal
 Seconded By: Councillor Saunders

Whereas the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and,

Whereas it is becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and,



Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, paramedicine, and other investments; and,

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and,

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada, and,


Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

Now Therefore Be It Resolved That the Council of the County of Frontenac urges the Province of Ontario to recognize the physician shortage in Frontenac County and Ontario, to fund health care appropriately, and ensure every Ontarian has access to physician care.

Carried

Should you have any questions or concerns, please do not hesitate to contact me at 613-548-9400, ext. 302 or via email at jamini@frontenacounty.ca.

Yours Truly,



Jannette Amini, Dipl.M.M., M.A. CMO
Manager of Legislative Services/Clerk

Copy: File

2069 Battersea Road, Glenburnie, ON K0H 1S0

T: 613.548.9400 | F: 613.548.8460 | frontenacounty.ca



**TOWNSHIP OF
BRUDENELL, LYNDOCH AND RAGLAN**

42 Burnt Bridge Road, PO Box 40
Palmer Rapids, Ontario K0J 2E0
TEL: (613) 758-2061 · FAX: (613) 758-2235

August 7, 2024

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

Dear Premier Ford,

Re: Urging the Government to Promptly Resume Assessment Cycle

Please be advised that at their last Regular Meeting of Council on Wednesday August 7th, 2024, the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan supported the following resolution:

Resolution # 2024-08-07-10
Moved By: Councillor Quade
Seconded by: Councillor Keller

"Be It resolved that the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby supports the resolution from the Municipality of Callander urging the Government to promptly resume the assessment cycle.

And further that Council directs staff to provide a copy of this resolution to the Premier, the relevant provincial authorities, the Association of Municipalities in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible."

CARRIED.

Sincerely,

Tammy Thompson
Deputy Clerk



31 May 2024

Premier Doug Ford premier@ontario.ca

RE: Urging the Government to Promptly Resume Assessment Cycle

Please be advised that the Council of the Corporation of the Municipality of Callander passed the following resolution at its Regular Meeting of Council held Tuesday, May 28, 2024.

Resolution No. 2024/05/184:

7.4(c) WHEREAS the assessment cycle is an essential process for maintaining the fairness and predictability of property taxes in our province;

AND WHEREAS the pause in the reassessment cycle has created uncertainty and instability in property taxation, impacting both residential and commercial property owners;

AND WHEREAS the government has delayed an assessment update again in 2024, resulting in Ontario's municipalities continuing to calculate property taxes using 2016 property values;

AND WHEREAS both current and outdated assessments are inaccurate, increase volatility, and are not transparent;

AND WHEREAS frequent and accurate reassessments are necessary to stabilize property taxes and provide predictability for property owners, residents, and businesses alike;

AND WHEREAS the staff at the Municipal Property Assessment Corporation would benefit from further skills enhancement and training in assessments, recognizing the importance of ensuring accurate evaluations for 100% of our municipality;

AND WHEREAS the Government has announced a review of the property assessment and taxation system with a focus on fairness, equity, and economic competitiveness, and therefore further deferring new property assessment;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Callander hereby calls upon the Premier to promptly resume the assessment cycle to ensure the stability and predictability of property taxes while the Government conducts its review of the property assessment and taxation system, or respond with an alternative method for every municipality in Ontario to achieve fair taxation;

AND THAT all Municipalities in Ontario and their constituents are encouraged to apply pressure to the Premier, daily, weekly, and monthly, to resolve the situation before it causes undo stress to everyone in the Municipality;

AND THAT a copy of this resolution be forwarded to the Premier, the relevant provincial authorities, the Association of Municipality in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible.

Thank you,



**Cindy Pigeau
Municipal Clerk**

**Copy to: Association of Municipalities of Ontario
Rural Ontario Municipalities Association
Federation of Northern Ontario Municipalities
Municipal Property Assessment Corporation
All Ontario Municipalities**

TOWNSHIP OF ASSIGNACK RESOLUTION
Provincial Updates to the Municipal Elections Act

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections.

WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process,

WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities.

WHEREAS the *Municipal Elections Act, 1996* (MEA) will be 30 years old by the next municipal and school board elections in 2026.

WHEREAS the MEA sets out the rules for local elections, the *Assessment Act, 1990* and the *Education Act, 1990* also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario.

WHEREAS with rules across three pieces of legislation, and the *MEA* containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill.

WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce.

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges.

WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities.

WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration.

AND WHEREAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections.

THEREFORE BE IT RESOLVED THAT [insert municipality name] calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections.

AND BE IT FURTHER RESOLVED that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing (minister.mah@ontario.ca), the Minister of Education (minister.edu@ontario.ca), the Minister of Public and Business Service Delivery (todd.mccarthy@ontario.ca), Minister of Finance (Minister.fin@ontario.ca) the Premier of Ontario (premier@ontario.ca), [name municipality] MPP and AMCTO (advocacy@amcto.com).

Key Messages

These messages were created to assist with any questions you might receive about *Municipal Elections Act (MEA)* modernization and AMCTO's submission:

Why did AMCTO make this submission?

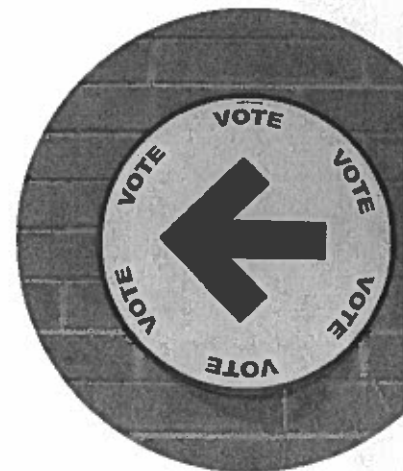
- To continuously improve local election administration including the electoral experience of voters, candidates, and third-party advertisers.
- By addressing current legislative challenges, issues and other emerging sector trends, our proposed amendments to *MEA* can ensure a revised legislation that is future-proof and outcomes-focused and that provides enhanced clarity and efficiency in the local democratic process.
- The purpose of this submission is to initiate a public dialogue on *MEA* modernization. We look forward to working with the Province to ensure that the next iteration of the *MEA* is easier to understand and comply with.
- It is important that voters, candidates, and third-party advertisers can more easily participate in the local democratic process while election administrators have the proper tools and resources they need to efficiently run their local elections and enforce compliance with a modern and streamlined *MEA*.

What concerns with the current legislation do municipalities/municipal staff have?

- The *MEA* in its current form contains a patchwork of amendments, repealed sections, and transitional provisions that are no longer relevant such as 36 repealed sections that are still numbered, subsections where not all subjects are related, sections with similar headings, and sections containing competing timelines. This makes the current legislation hard to follow, interpret and enforce.
- There is a lack of harmonization across the three Acts that set out complex rules for municipal and school board elections: the *MEA*, *Education Act*, and the *Assessment Act*. For example, school board trustee candidates and voters must be able to effectively interpret these pieces of legislation all-together to understand their qualifications to run for an office and vote.
- The current structure of these Acts also make it difficult to match school support to voters as school support has two purposes under the current legislative framework: election and assessment.
- Finally, the rules on campaign finance and third-party advertising are complex and difficult for candidates and advertisers to understand and comply with and election administrators to oversee and enforce. For example, there are disconnected submission timelines, it is unclear what triggers third-party advertising status, and a lack of clarity on who can make a compliance audit application.

Are you making it more difficult for candidates to comply with the Act?

- No - in fact, we are suggesting that there be a review of the campaign finance framework because we know that it may be complicated for candidates just as it's administratively challenging for clerks.
- Rules, timelines, forms, and guidance should make it so that compliance is easier.
- Local election rules should be clear, effective, and streamlined to make participating in local democratic processes easy to understand.





What will a comprehensive review and/or rewrite of the legislation achieve?

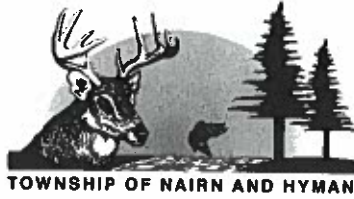
- Our recommendations include priority, secondary and long-term ideas to improve and modernize the MEA. Ideally, we would like to see some of these recommendations implemented ahead of the 2026 local elections and well ahead of the 2030 elections.
 - A review every four years would ensure that the legislation remains up to date with current processes and technologies, while remaining flexible and future-proof for local election administrators to interpret, comply with, and enforce.
 - A thorough review would ensure municipal staff and local election administrators have the proper tools and resources they need to succeed in executing their local elections with efficiency, accountability, and transparency top of mind.
 - Updated legislation will help ensure that election administrators, municipal staff, voters, candidates, and third-party advertisers have a more modern framework to work from which will support more efficient service delivery, more engagement and transparency in the local democratic process.

Will the Province make changes to the legislation?

- We hope so! We look forward to engaging with the Province to bring forward priority amendments by next spring to provide election administrators with enough time to implement ahead of the 2026 municipal elections
- It is our hope that the Province will commit to a longer-term comprehensive review and rewrite of the Act to bring it into the 21st century well ahead of the 20230 municipal elections.
- AMCTO members are always willing to collaborate, co-design and share lessons-learned to inform legislation, policy, programs, and services.

For all media inquiries related to this submission, please contact the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) at media@amcto.com.





RECEIVED
AUG 21 2024

August 21, 2024

Sent via email: premier@ontario.ca

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

RE: Concerns with the Transport and Deposition of Naturally Occurring Radioactive Material (NORM) at the Agnew Lake Tailings Management Area (ALTMA)

Dear Premier Ford,

I am writing to you on behalf of the Council of the Township of Nairn and Hyman and the Council of the Township of Baldwin to formally submit the attached resolution passed jointly by the two Councils at a Joint Emergency Council Meeting on August 19, 2024.

Our two Townships very recently learned of the decision to transport naturally occurring radioactive material (NORM) from the former Beaucage Mine Site and Nipissing First Nation reserve lands and deposit it at the Agnew Lake Tailings Management Area in the Township of Nairn and Hyman. The decision to transport and deposit NORM has far-reaching implications for the environment, public health, and safety of our communities, and this significant decision was made without any consultation with our municipalities and the other municipalities located near Agnew Lake or along the Highway 17 corridor.

In addition to the participation of our municipalities in this Emergency Council Meeting, many representatives from surrounding First Nations attended the meeting, underscoring the widespread concern across our region about this impending project. The planned transportation of NORM is scheduled to begin in the coming weeks, therefore we respectfully request your attention to this urgent matter.

The resolution reads as follows:

RESOLUTION: 2024-EM1-2

DATE: August 19, 2024

MOVED BY: Councillor McVey

SECONDED BY: Councillor Cote

WHEREAS the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin have been informed of the decision to transport naturally occurring radioactive material (NORM) from the former Beaucage Mine and Nipissing First Nation reserve land, and deposit it at the Agnew Lake Tailings Management Area (ALTMA) in the Township of Nairn and Hyman; and

WHEREAS this decision has significant implications for the environment, public health, and safety of the surrounding communities, including those within the Township of Nairn and Hyman and the Township of Baldwin; and

WHEREAS the decision to transport and deposit NORM to the ALTMA site was made without any consultation with the Township of Nairn and Hyman or the other municipalities bordering Agnew Lake, resulting in the exclusion of local municipalities from the decision-making process; and

WHEREAS the exclusion of local municipalities from this process represents a serious breach of trust and a disregard for the well-being of the residents of these communities; and

WHEREAS there are significant concerns among residents regarding the potential contamination of drinking water sources, particularly Agnew Lake, which many residents rely on for safe drinking water; and

WHEREAS the risks associated with NORM are well-documented, and the proximity of the ALTMA to Agnew Lake heightens the concerns regarding the potential contamination of this vital water source; and

WHEREAS according to information received from the Ministry of Mines, there are already some areas of the ALTMA site where dose estimates exceed the Canadian Nuclear Safety Commission's regulatory limit for casual site users; and

WHEREAS the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin held a joint Emergency Council Meeting on August 19, 2024;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin respectfully demands that the Province of Ontario, the Ministry of Mines and the Ministry of Transportation immediately halt the project involving the transportation and deposition of NORM at the ALTMA site until a clear line of communication is established with local municipalities; and

BE IT FURTHER RESOLVED THAT the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin respectfully demands full disclosure of all pertinent details regarding the proposed future NORM transportation and deposition plan, including specific transportation routes, emergency response plans, safety protocols, and the future management plan for the ALTMA site; and

THAT the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin insists that environmental and health impact assessments be conducted with input from independent experts, and that these assessments include opportunities for public hearings to ensure transparency and community involvement; and

THAT the Province of Ontario enact legislation that consultation with municipalities is a requirement of any projects that include the transportation or deposition of NORM; and

THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable George Pirie, the Minister of Mines; the Honourable Prabmeet Sarkaria, the Minister of Transportation; the Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks; Chief Toulouse and Sagamok Anishnawbek Council Members; Chief Nootchtai and Atikameksheng Anishnawbek Council Members; the Ontario Ombudsman; the Canadian Nuclear Safety Commission; the Canadian Environmental Law Association; MP Carol Hughes; MPP Michael Mantha; the Association of Ontario Municipalities and all Ontario Municipalities.

CARRIED

For more information regarding this matter, please contact our municipal office by email at belindaketchabaw@nairncentre.ca or by phone at (705) 869-4232.

Yours truly,



Belinda Ketchabaw
CAO Clerk Treasurer
Township of Nairn and Hyman

Cc:

Honourable George Pirie, the Minister of Mines
Honourable Prabmeet Sarkaria, the Minister of Transportation
Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks
Chief Toulouse and Sagamok Anishnawbek Council Members
Chief Nootchtai and Atikameksheng Anishnawbek Council Members
Ontario Ombudsman
Canadian Nuclear Safety Commission
Canadian Environmental Law Association
MP Carol Hughes
MPP Michael Mantha
Association of Ontario Municipalities
All Ontario Municipalities

Manitoulin East Municipal Airport Commission Inc.

Commission Meeting Minutes

Meeting of August 12, 2024

Present: B. Koehler, B. Wood, G. Williamson, D. Elliot, R. Maguire

M. Whatling

Meeting call to order by _ G. Williamson at 7:00 PM

Motion 2024 08-21

Resolved that the Commission approves the agenda for the meeting of August 12, 2024.

Moved by Bill

Second by Bruce

Carried –

Motion 2024 08-22

Resolved that the Commission approves the minutes of the meeting of June 10, 2024.

Moved by: Dwayne

Second by: Rob

Carried -

Declaration of pecuniary interest-

Motion 2024 08-23

Resolved that the Commission accept the managers' report for the months of June/July 2024.

Moved by: Bill

Second by: Bruce

Carried –

Motion 2024 08-24

Resolved that the Commission accept the treasurers report for June/July 2024.

Moved by: Bill

Second by: Dwayne

Carried -

Motion 2024 08-25

Resolved that the Commission appoint Mike Whatling as Manager of Manitoulin East Municipal Airport

Moved by: Bruce

Second by: Dwayne

Carried -

Motion 2024 08-26

Resolved that the Commission approves the CNTRL petroleum quote to replace motor on Av gas pump as per CNTRL petroleum quote in the amount of \$5032.47. Dave W to determine where fund are to be allocated from.

Moved by: Rob

Second by: Bruce

Carried -

Motion 2024 08-27

Resolved that the Commission advise airport manager to dispose of abandoned vehicle on airport property.

Moved by: Bruce

Second by: Dwayne

Carried –

Motion 2024 08-28

Resolved that the Commission meeting of August 12, 2024 does now adjourn at 8:16

Next meeting – Oct 9, 2024 at airport terminal building.

Moved by:

Second by:

Carried -

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2024-01

**BEING A BY-LAW TO ESTABLISH POLICY AND PROCEDURES FOR THE
MINIMUM MAINTENANCE STANDARDS FOR ALL MUNICIPAL HIGHWAYS
AND MINIMUM STANDARDS FOR ALL NEWLY CONSTRUCTED ROADS AND
STREETS WITHIN THE TOWNSHIP OF ASSIGINACK.**

WHEREAS the appropriate authority is found in Sections 11 and 44 of the Municipal Act, S.O., 2001, Ch. 25, as amended;

AND WHEREAS Ontario Regulation 239/02, amended by Ontario Regulation 288/03, requires municipalities to follow minimum maintenance standards for municipal highways;

AND WHEREAS the Township has traditionally used the Ministry of Transportation minimum standards for various classes of roads being constructed in the municipality;

AND WHEREAS the Township deems it necessary and expedient to repeal By-law #2004-42 as amended, and By-law #2011-04 as amended and replaced with this by-law;

NOW THEREFORE THAT The Council of the Corporation of the Township of Assiginack

ENACTS AS FOLLOWS:

1. **THAT** the Minimum Maintenance Standards Policy/Procedures relating to minimum maintenance standards for municipal highways to be followed within the Township of Assiginack are located in **Schedule 'A'** which is attached to and forms part of the by-law.
2. **THAT** the Minimum Standards for all Newly Constructed Roads and Streets within the Township of Assiginack are located in **Schedule 'B'** which is attached to and forms part of the by-law.

Read a **FIRST** and **SECOND TIME**, this 20th day of February, 2024.

Read and **THIRD** and **FINAL TIME** and enacted in Open Council, this 20th day of February, 2024.



Mayor: Brenda Reid



Clerk: Heidi Ferguson

Seal

Township of Assiginack

**SCHEDULE A: MINIMUM MAINTENANCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

POLICIES & PROCEDURES

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTANENCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

1. Definitions

(1) For the following terms used in this policy, please find the defined meanings.

“cm” means centimetres;

“day” shall mean a 24-hour period;

“highway” has the same meaning as roadway;

“motor vehicle” has the same meaning as in Subsection 1(1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“paved surface” means the a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“roadway” has the same meaning as in subsection 1(1) of the *Highway Traffic Act*;

“shoulder” shall mean the portion of the roadway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“surface” shall mean the top of the roadway or shoulder.

(2) For the purposes of this policy, every highway or part of a highway under jurisdiction of the Corporation of the Township of Assiginack is classified in the Table to this section as a Class 1 through a Class 6 highway, based on the speed limit applicable to it and the average annual daily traffic on it.

(3) For the purposes of subsection (2) and the Table to this section, the average annual daily traffic on a roadway under municipal jurisdiction shall be determined;

- a) By counting and averaging the daily two-way traffic on the roadway or part of the roadway for the previous calendar year; or
- b) By estimating the average daily two-way traffic on the roadway or part of the roadway in accordance with accepted traffic engineering methods.

(4) Table – Classification of Highways

Average Annual Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
		90	80	70	60	50	40
15,000 +	1	1	1	2	2	2	2
12,000-14,999	1	1	1	2	2	3	3
10,000-11,999	1	1	2	2	3	3	3
8,000-9,999	1	1	2	3	3	3	3
6,000-7,999	1	2	2	3	3	3	3
5,000-5,999	1	2	2	3	3	3	3
4,000-4,999	1	2	3	3	3	3	4
3,000-3,999	1	2	3	3	3	4	4
2,000-2,999	1	2	3	3	4	4	4
1,000-1,999	1	3	3	3	4	4	5
500-999	1	3	4	4	4	4	5
200-499	1	3	4	4	5	5	5
50-199	1	3	4	5	5	5	5
0-49	1	3	6	6	6	6	6

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTENANCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

2. Application

- (1) This policy sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Municipal Act.
- (2) The minimum standards of repair set out in this policy are applicable only in respect of motor vehicles using the highways or roadways.
- (3) Appendix A lists all Municipal highways and their respective classification.
- (4) The main body of this policy sets out the minimum standards for class 1 through class 5 highways. Appendix B sets out the minimum standards for class 6 highways under municipal jurisdiction.

3. Routine Patrolling

- (1) The minimum standard for the frequency of routine patrolling of highways is set out in the table in section.
- (2) Routine Patrolling shall be carried out by driving on the highway to check for conditions described in this policy.
- (3) Routine Patrolling is not required between sunset and sunrise from November to April due to inclement weather. After dark patrols may take place as deemed necessary.
- (4) Table - Routine Patrolling Frequency

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	Once every 7 days
4	Once every 14 days
5	Once every 30 days

4. Snow Accumulation

- (1) The minimum standard for clearing snow accumulation is,
 - a) While the snow continues to accumulate, to deploy resources to clear the snow as soon as practicable after becoming aware of the fact that the snow accumulation on the roadway is greater than the depth set out in the table to this section; and
 - b) After the snow accumulation has ended and after becoming aware that the snow accumulation is greater than the depth set out in the Table to this section, to clear the snow accumulation in accordance with subsections (2) and (3) or subsections (2) and (4), as the case may be, within the time set out in the table.
- (2) The snow accumulation must be cleared to a depth less than or equal to the depth set out in the Table.
- (3) The snow accumulation must be cleared from the roadway to within a distance of 0.6 metres inside the outer edges of the roadway.
- (4) Despite subsection (3), for a Class 4 highway with two lanes or a Class 5 highway with two lanes, the snow accumulation on the roadway must be cleared to a width of at least 5 metres.
- (5) This section,
 - a) does not apply to that portion of roadway designated for parking; and
 - b) only applies to the municipality during the season when it performs winter highway maintenance.

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTENANCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

(6) In this section,

- a) "snow accumulation" means the natural accumulation of new fallen snow or wind-blown snow that covers more than half a lane width of a roadway.

(7) Table – Snow Accumulation Servicing

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

5. Icy Roadways

(1) The minimum standard for treating icy roadways is;

- a) To deploy resources to treat an icy roadway as soon as practicable after becoming aware that the roadway is icy; and
- b) To treat the icy roadway within the time set out in the Table to this section after becoming aware that the roadway is icy.

(2) This section only applies to the municipality during the season when it performs winter highway maintenance.

(3) Table – Icy Roadways

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

6. Potholes

(1) If a pothole exceeds both the surface area and depth set out in Table 1, 2, or 3 to this section, as the case may be, the minimum standard is to repair the pothole within the time set out in Table 1, 2 or 3 as appropriate, after becoming aware of the face.

(2) A pothole shall be deemed to be repaired if its surface area or depth is less than or equal to that set out in Tables 1, 2 and 3, as appropriate.

(3) Table 1- Potholes on Paved Surface of the Roadway

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

(4) Table 2 – Potholes on Non-paved Surfaces of the Roadway

TOWNSHIP OF ASSIGNACK : POLICY & PROCEDURES FOR MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

(5) Table 3 – Potholes on Paved or Non-paved Surface of Shoulder.

Class of Highway	Surface Area	Depth	Time
1	1500 cm ²	8 cm	7 days
2	1500 cm ²	8 cm	7 days
3	1500 cm ²	8 cm	14 days
4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

7. Shoulder Drop-offs

- (1) If a shoulder drop-off is deeper, for a continuous distance of 20 metres or more, than the depth set out in the Table to this section, the minimum standard is to repair the shoulder drop-off within the time set out in the Table after becoming aware of the fact.
- (2) A shoulder drop-off shall be deemed to be repaired if its depth is less than or equal to that set out in the Table to this section.
- (3) In this section, "shoulder drop-off" means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder.

(4) Table – Shoulder Drop-offs

Class of Highway	Depth	Time
1	8 cm	4 days
2	8 cm	4 days
3	8 cm	7 days
4	8 cm	14 days
5	8 cm	30 days

8. Cracks

- (1) If a crack on the paved surface of a roadway is greater, for a continuous distance of three metres or more, than both the width and depth set out in the Table to this section, the minimum standard is to repair the crack within the time set out in the Table after becoming aware of the fact.
- (2) A crack shall be deemed to be repaired if its width or depth is less than or equal to that set out in the Table.

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTANENCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

(3) Table – Cracks

Class of Highway	Width	Depth	Time
1	5 cm	5 cm	30 days
2	5 cm	5 cm	30 days
3	5 cm	5 cm	60 days
4	5 cm	5 cm	180 days
5	5 cm	5 cm	180 days

9. Debris

- (1) If there is debris on the roadway, the minimum standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris.
- (2) In this section,
"debris" means any material or object on the roadway,
 - a) That is not an integral part of the roadway or has not been intentionally placed on the roadway by the municipality, and
 - b) That is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle.

**TOWNSHIP OF ASSIGNACK : POLICY & PROCEDURES FOR MINIMUM MAINTANENCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

Appendix A -- Municipal Roadways and Classifications

There are no highways deemed as Class 1 through to Class 5 that are governed under the Township of Assignack.

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTENANCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

Appendix B – Class 6 Roadways

1. Year Round Maintained Class 6 Roadways

- (1) All highways found in Table 1 of the Appendix are classified as being maintained on a year-round basis.
- (2) The minimum maintenance standards for all Class 6 year-round maintained highways are to follow the minimum regulations for Class 5 highways as set out in the main body of this policy.
- (3) Table – Year-Round Maintained Class 6 Highways

Year-Round Class 6 Highways	Year-Round Class 6 Highways
Albert Street	Plummer Street
Arthur Street	Purple Martin Trail
Birch Street	Queen Street
Campbell Street	Red Lodge Road
Cardwell Street	Sandy Point Road
Church Road	Scotch Line Road
Clover Valley Road	Sim's Road
Clover Valley Road W	Slash Road
Clover Valley Road E	South Bay Drive
Corbett's Beach Road	Sprague Street
Cowan's Side Road	Springer Brook Road
D.R. McLay Drive	Squirreltown Road
Fourth Avenue	Sucker Lake Road
Gauthier Road	Sunsite Estates Road
Highfalls Road	Third Avenue
Holiday Haven Road	Vankoughnet Street
Howe Street	Walcot Street
Irish Line	Wellington Street
Juggard Road	
Jay Bryant Sideroad	
Koryk Street	
Lecourt Street	
Lingar Street	
McCaulley's Road	
MacDonald's Side Road	
McLean's Road	
McMullen's Sideroad	
Meredith Street	
Michael's Bay Road	
Moggy Parkway	
Monkhouse's Road	
Napier Street	
Nelson Street	
New England Road	
Bidwell Road (Old Bidwell Road Con 1 between Lot 51 & 52)	

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTENANCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

2. Seasonally Maintained Class 6 Highways

- (1) All highways found in Table 2 of this Appendix B are classified as being maintained on a seasonal only basis.
 - a) To further clarify the listed roads will only be maintained to standards for this class during April 15 to November first of any given year,
 - b) And that they may be further restricted by reduced load regulations.
- (2) The minimum maintenance standards for Class 6 seasonally maintained roadways as per provincial regulations is to have no maintenance completed.
- (3) The maximum maintenance to be completed for each Class 6 seasonally maintained roadways is as follows:

Roadway	Graded # times /Year	Snow Removal # times / year	Gravelled max # of Loads / year
Cedar Court			
Cooper Court			
Clover Valley Road East (Past Birch Street)	2	Upon request after Council consultation	5
Davidson Side Road	1	0	1
Fields Road	2	2	1
Lakeshore Road			
Lower Slash Road	6	2	3
McLennan's Creek Lane	1	0	1
McKechnie's Side Road (from the south to first house)	1	6	1
Pino Lake Road	1	0	2

- (4) The Township's Public Works Superintendent has the right to refuse to complete maintenance on any seasonal Class 6 roadway, after consultation with the CAO or Mayor, for the following reasons:
 - a) The possibility that equipment may be harmed or damaged if work was to be undertaken.
 - b) Budget constraints that do not allow additional costs to be incurred.
 - c) The above schedule will be reviewed annually by Council prior to budget deliberations.
- (5) Under no circumstances shall there be more general maintenance completed on a seasonally maintained Class 6 road way then that of which is set out in Section (2)(3) unless:
 - a) Council of the Township of Assiginack deems that maintenance must be completed above the noted maximum due to unforeseen future events.
 - b) The seasonally maintained Class 6 roadway has been earmarked through the annual capital budget for upgrades.

3. Non-maintained or Un-opened Road Allowances

- (1) All unopened road allowances are classified as being non-maintained or unassumed Class 6 roadways.
- (2) Maintenance of any type will not be completed on any of the road allowances until such time that the roadways are:
 - a) Brought up to the minimum municipal standard the same as that of requirements as identified within Schedule B of this By law.
 - b) Ownership of the road and its allowance has been confirmed as being by the Township of Assiginack.
 - c) The non-maintained or unassumed Class 6 roadway has been earmarked through the capital budget for upgrades.
- (3) At such time that the roadway in this category has been brought to a standard that is adequate and meets the requirements of the Township, the classification of the roadway will be changed to that of a seasonally maintained class 6 highway and a set of maintenance standards regarding grading, snow removal, and graveling will be determined by the Municipal Council and the Public Works Superintendent.

**TOWNSHIP OF ASSIGINACK : POLICY & PROCEDURES FOR MINIMUM MAINTANENCE
STANDARDS FOR MUNICIPAL HIGHWAYS**

- (4) **Private Roads and Rights-of-Ways**
- a) **Private Roadways are not created by the municipality, are not maintained by the municipality, and**
 - b) **Are sole responsibility of the property owners to maintain, and**
 - c) **Property owners are responsible for assuring that the Emergency Services and Rescue vehicles are able to travel them as required.**

Township of Assinack: Class 6 Highways

Table 1 - Year Round Maintained Roadways		Table 2 - Seasonally Maintained Roadways	
Metres	Roadway	Metres	Roadway
741.6	Albert Street	107.1	Copper Court
1072.4	Arthur Street	1013.7	Danison Side Road
935.0	Birch Street	2182.8	Field's Road
507.1	Campbell Street	3100.7	Lower Slash Road
2811.4	Cardwell Street	238.9	McLennan's Creek Lane
92.7	Cedar Court	3288.8	McFechnie's Side Road
1978.6	Church Road	960.6	Pine Lake Road
4057.3	Clover Valley Road	272.8	Lakeshore Road
1092.8	Clover Valley Road W		
2429.2	Clover Valley Road E		
1157.0	Corbett's Beach Road		
1617.4	Cowan's Side Road		
1732.6	D.R. McLay Drive		
204.8	Fourth Avenue		
1053.0	Gauthier Road		
621.8	Highfalls Road		
868.4	Holiday Haven Road		
442.3	Howe Street		
2867.6	Irish Line		
983.4	Jagard Road		
1380.6	Jay Bryant Sideroad		
126.1	Koryk Street		
143.2	Lecourt Street		
95.5	Lisgar Street		
314.0	McCaughey's Road		
1869.6	MacDonald's Side Road		
1319.1	McLean's Road		
1102.8	McMullen's Sideroad		
284.2	Meredith Street		
950.9	Michael's Bay Road		
1020.0	Moggy Parkway		
1253.2	Monkhouse's Road		
556.0	Napier Street		
573.9	Nelson Street		
4539.3	New England Road		
19133.9	Bidwell Road (Old Bidwell Road Con 1 between Lot 51 & 52)		
182.9	Plummer Street		
155.2	Purple Martin Trail		
1124.5	Queen Street		
1761.3	Red Lodge Road		
792.3	Sandy Point Road		
2094.3	Scotch Line Road		
337.6	Sim's Road		
9185.7	Slash Road		
1305.4	South Bay Drive		
210.6	Sprague Street		
1589.0	Springer Brook Road		
2294.2	Squirreltown Road		
4150.8	Sucker Lake Road		
1349.5	Sunsite Estates Road		
264.7	Third Avenue		
353.7	Vankouhnnet Street		
617.6	Wakot Street		
519.3	Wellington Street		
90,216.3	Metres Total	10,615.4	Metres Total

* Refer back to Section 2.3 of the Policy for specific maintenance protocols

Township of Assiginack

**SCHEDULE B: MINIMUM STANDARDS FOR ALL
NEWLY CONSTRUCTED ROADS AND STREETS
WITHIN THE TOWNSHIP OF ASSIGINACK**

POLICIES AND PROCEDURES

POLICIES AND PROCEDURES FOR MINIMUM STANDARDS FOR ALL NEWLY CONSTRUCTED ROADS AND STREETS WITHIN THE TOWNSHIP OF ASSIGINACK

DEFINITIONS

“Certified Professional Engineer” shall mean an individual who has been issued a license to practice engineering by a provincial or territorial engineering regulatory body and has the prerequisite formal educational background in engineering.

“Council” shall mean any members of the Council of the Township of Assiginack.

“Developer” shall mean a person, business, corporation, and/or an agent working on the behalf of the property owner(s).

“Private Property” shall mean property that is owned and legally registered to an individual, individuals, a business and/or corporation and not a governmental entity.

“Property owner(s)” shall mean the individual or individuals that are the registered owners of property within the Township of Assiginack.

“Township” shall mean the Corporation of the Township of Assiginack.

1. Newly constructed roads and streets on Private Property

All property owner(s) who develop or reconstruct a private road(s) or street(s) within the Township of Assiginack assume all responsibility, liability, costs, maintenance, and ownership of the private road.

The Township suggests that all property owner(s) contact the Township, prior to developing their property, to ensure that they will comply with all applicable zoning, building and municipal by-laws.

Any property owner(s) who plan to request to have the Township assume maintenance (whether occasional, temporary, or permanent maintenance), should adopt the following minimum construction standards under Section 3 of this By-law, when constructing or reconstructing their private road.

In the event that the property owner(s) and/or developer(s) make a request to Council to conduct maintenance on a private road, it is the responsibility of the property owner(s) to provide the Township with:

- i.) A copy of the survey.
- ii.) A copy of an Engineer’s Report, completed by a Certified Professional Engineer, stating the Engineer is satisfied with the construction or reconstruction of the road.
- iii.) A copy of the conveyance of the road.

All costs incurred to provide this documentation shall be the responsibility of the property owner(s) and must be provided to the Township prior to approval. The property owner(s) will be required to enter into an agreement with the Township.

All requests must be submitted in writing to the attention of Council. Any and all requests submitted may not necessarily be approved by Council.

2. Improvements to Unopened Road Allowances

All Property Owner(s) and/or Developer(s) must make written application to Council seeking permission to complete work on an Unopened Road Allowance.

In the event that the Property Owner(s) and/or Developer(s) are granted permission and approval from the Township to conduct work on an Unopened Road Allowance, they must ensure that all work completed meets the Municipal Standards identified within Section 3 of this Policy.

~~All road work to be carried out will be conducted under the supervision and to the satisfaction of a Certified Professional Engineer and all expenses incurred are the responsibility of the property owner(s) and/or developer(s).~~ All work to be carried out on an Unopened Road Allowance will be conducted under the supervision and to the satisfaction of a Certified Professional Engineer and all expenses occurred in undertaking this work shall be the responsibility of the Property Owner(s) and/or Developer(s).

~~It is the Property Owner(s) and/or Developer(s) responsibility to provide the Township with a copy of the report from the Engineer certifying the road's condition, prior to final approval by the Township.~~ It is the further responsibility of the Property Owner(s) and/or Developer(s) to provide the Township with a report from the Certified Professional Engineer certifying that the work undertaken on the Unopened Road Allowance meets the Municipal Standards identified in Section 3 of this policy as a condition to Council's approval and permission.

~~All maintenance to be conducted on the improved Unopened Road Allowance or portion of it, will be the responsibility of the property owner(s) and the property owner(s) will be required to enter into an agreement with the Township.~~ All work and any subsequent maintenance to maintain the improvements authorized by Council on an Unopened Road Allowance shall be the responsibility and at the expense of the Property Owner(s) and/or Developer(s) who shall also be required to enter into a formal Agreement with the Township specifying municipal requirements for this use of municipal land.

Notwithstanding these requirements as set out above, in certain limited circumstances involving very minor work being proposed by a single Property Owner whose land abuts an adjacent Unopened Road Allowance, the obligation to have the proposed improvements certified by a report from a Certified Professional Engineer may be waived upon the

recommendation of staff and subsequent approval of Council. In any such circumstances an Agreement with the Township shall still be required.

3. Minimum Standards for Construction or Reconstruction of Roadways or Streets within the Township of Assiginack

The following minimum standards must be adhered to when constructing or reconstructing a roadway or street within the Township of Assiginack and are supplemental to the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings.

Right of Way: Shall be 20.0 meters wide unless a lesser width is authorized in accordance with the requirements of the Municipal Act.

Surface Width: 7.5 meters wide.

Shoulder width (including rounding): 1.0 meter on each side.

Surface Type: Low cost bituminous.

Road Surface: The road surface may not be intentionally altered for a period of two (2) years following the application of surface treatment.

Depth of Crushed Granular A: A 100mm minimum depth of compacted material.

Depth of Granular Base: As determined by construction of sub-grade material and contour of land (minimum depth of 200 mm compacted.)

Ditches: Minimum depth from the crown of road to bottom of ditch is 0.5 meters. All ditches to be carried to a sufficient outlet (2:1 slope).

Culverts: Galvanized corrugated metal, CSP concrete or plastic. Minimum of 400 mm in diameter or larger.

Geometrics: Dead end streets to be provided with a turning area at the terminus of dead-end streets as per cul de sac specifications such that maintenance equipment can work effectively.

Maximum Gradient: 8%

Clean up: Clearing and grubbing material is not to be left on the sides of the roadway or street, but it is to be hauled to a concealed dump site.

Width Clearing for Clean-up and Grubbing: Minimum width of 20.0 meters.

4. Guidelines for the Placement of Utility Services

In the event that Utility Services (above and/or below ground) may be installed within the Municipal Right-of-Way, property owner(s) and/or developer(s) are required to seek permission from Council

Any pole, guidewire or anchor that will be located on municipal property, shall be no further than 2.0 meters from the property line.

Upon approval, it is the responsibility of the property owner(s) and/or developer(s) to provide the Township with a detailed plan and drawings that indicate the placement on municipal property, for review and approval by Council prior to their placement and installation. The Township may also request an as-built drawings after construction is complete.

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2024-11

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
TO AUTHORIZE AN AGREEMENT WITH CIRCULAR MATERIALS FOR THE
COLLECTION OF BLUE BOX MATERIALS AT OUR LANDFILL DEPOT.**

WHEREAS authority is found in Section 8 of the Municipal Act, R.S.O. 2011, c.25, as amended;

AND WHEREAS Section 5 (3) of the Municipal Act, R.S.O. 2011, c. 25, as amended provides that a municipal power shall be exercised by by-law;

AND WHEREAS The Council of the Corporation of the Township of Assiginack deems it beneficial to the community to enter into this agreement.

NOW THEREFORE THAT the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

1. **THAT** we enter the Agreement, attached to and forming part of this by-law.
2. **THAT** this by-law shall come into force and take effect upon the third and final reading.

Read a **FIRST** and **SECOND TIME**, this 17th day of September, 2024.

Read and **THIRD** and **FINAL TIME** and enacted in Open Council, this 17th day of September, 2024.

Mayor: Brenda Reid

Seal

Clerk: Heidi Ferguson



RECEIVED
AUG 21 2024

**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024 -00-156

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

Between

The Corporation of the Township of Assiginack, a corporation incorporated under the laws of Ontario, having a place of business at 156 Arthur Street, P.O. Box 238 Manitowaning, ON, P0P 1N0 ("Contractor")

And

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

RECITALS

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

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

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

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

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

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



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

[Remainder of Page Intentionally Left Blank]



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

**The Corporation of the Township of
Assignack**

By: *Brenda Reid*
Name: *BRENDA REID*
Title: *MAYOR*

By: *[Signature]*
Name: *ALLEN LANGDON*
Title: *C.A.O.*

We have authority to bind the
Contractor.

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

"COLLECTION SERVICES" means the Work required by this Agreement.

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

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

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

"DEPOT" means a Staffed Depot or an Unstaffed Depot or a New Depot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"RESIDENCE" has the meaning set out in the Regulation.

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

"SINGLE STREAM" means Stream 1 and Stream 2 materials combined.

"STAFFED DEPOT" means a location listed in Exhibit 2.

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

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

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

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

"UNSTAFFED DEPOT" means a facility listed in Exhibit 3.

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

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

(ii) preclude the safe performance of the Work.

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

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

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

1.2 Interpretation

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

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

1.3 Managed Contract

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

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

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

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be twenty-five percent (25%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:
 - (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than twenty-five percent (25%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

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

3.4 Labour Disruption

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

3.5 Access to the Work

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

3.6 Subcontractors

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

ARTICLE 4 SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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



**ARTICLE 6
RECORD KEEPING AND REPORTING REQUIREMENTS**

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

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

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

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

(b) CMO Indemnity

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

7.2 Limited Liabilities

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

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

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

7.3 Force Majeure

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

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

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

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

7.4 Agreement Termination

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

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

7.5 Remedies

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

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

7.6 Disputes

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

7.7 Arbitration

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

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

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



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

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

8.6 Insurance

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

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

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

8.7 Changes to Agreement

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

8.8 Change Management

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

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

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

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

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

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

8.9 Conflicts and Omissions

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

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

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

8.12 Severability

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

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

8.13 Survival

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

8.14 Further Assurances

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

8.15 Revisions to this Agreement

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

8.16 Counterparts

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



8.17 Notice

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

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Manager, Procurement & Vendor Management

Email: procurement@circularmaterials.ca

With a copy to Manager:

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

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Township of Assiginack
156 Arthur Street, P.O. Box 238
Manitowaning, ON, P0P 1N0
Attention: Alton Hobbs CAO

Email: ahobbs@assiginack.ca



EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Township of Assignack	Assignack Waste Diversion Depot	72 Sucker Lake Road	Manitowaning	POP 1N0	Office hours- Monday-Friday: 8:30am-4:30pm Hours of operation: Tuesday and Saturday: 10AM-8PM Holidays: Closed unless the date falls on a Tuesday or Saturday	Tuesday: 10 hrs Saturday: 10 hrs

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



EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

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

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1
Paper/Fibres	Newsprint	Yes
	Magazines and Catalogues	Yes
	Telephone Books	Yes
	Household Fine Paper	Yes
	Other Printed Paper	Yes
	Corrugated Cardboard	Yes
	Boxboard	Yes
	Gable Top Cartons	Yes
	Paper Laminates	Yes
	Aseptic Containers	Yes
Aluminum	Aluminum food or beverage cans	Yes
	Aluminum Foil & Trays	Yes
	Other Aluminum Packaging & Foil	Yes
Plastics	PET Bottles (#1)	Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers	Yes
	HDPE Containers (#2)	Yes
	Tubs & Lids (#2, #4 & #5)	Yes
	Other Bottles & Containers (#3, #5, #7)	Yes
	Plastic film (LDPE/HDPE) (#2, #4)	Yes
	Plastic Laminates	Yes
	Polystyrene Foam (#6)	Yes
	Polystyrene Crystal (#6)	Yes
Steel	Steel Food and Beverage Cans	Yes
	Steel Aerosols	Yes
	Steel Paint Cans	Yes
Glass	Flint/Clear Glass	Yes
	Coloured Glass	Yes

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



EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of Assiginack	4/1/2025

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 730 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

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

For the purposes of this Agreement, "**Residential Depot Operation Costs**" means \$1,904, as adjusted in accordance with this Agreement, and "**Non-Eligible Source Blue Box Material Unit Price**" means \$200 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor's administration factor as published by the Resource Productivity and Recovery Authority.

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

1.10 Total Residential Depot Operation Costs Adjustment

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

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

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

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

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

1.12 CPI Index

For the purposes of this Agreement, "**CPI Index**" means the Consumer Price Index (All items), monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tb1/en/tv.action?pid=1810000401>).

1.13 Changes to Indices

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

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