

Township of Admaston/Bromley
First Monthly Meeting
Thursday, October 3rd, 2024 @ 7:30 p.m.

AGENDA

1. Call Meeting to Order
2. Moment of Silence
3. Approval of Agenda
4. Disclosure of Pecuniary Interest
5. Minutes
- 5a** [Resolution to adopt Minutes of Council Meetings September 19, 2024](#)
6. Delegations and Guests
7. **Planning and Economic Development Committee** – Chair Keith Gourley, Committee Member Kevin LeGris
- 7a** [Zoning By-Law Amendment Report](#)
 - i) [Planner's Report](#)
8. **Community Service Committee** – Chair Angela Field, Committee Member Brian Hamilton
- None.
9. **Operations Committee** – Chair Brian Hamilton, All of Council
- None.
10. **Waste Management Committee** – Chair Michael Donohue, All of Council
- 10a** [Blue Box Transition and Agreement Report](#)
 - i) [Circular Materials Ontario Depot Operations Agreement](#)
11. **Finance and Administration Committee** – Chair Michael Donohue, All of Council
- 11a** [Ontario Community Infrastructure Fund \(OCIF\) 2025 Allocation Notice](#)
12. **Protective Services Committee**- Chair Kevin LeGris, Committee Member Angela Field
- 12a** [Fire Committee Minutes – June 2024](#)

12b [Fire Chief's Report – June-August 2024](#)

13. **County of Renfrew** – Mayor Michael Donohue

13a [County Council Summary Report – September 2024](#)

14. **By-Laws**

14a [2024-47 – ZBA – Stone Road](#)

[2024-48 – Agreement with Circular Materials Ontario](#)

15. **Old Business**

15a [Action Tracking List](#)

16. **New Business**

17. **Closed Session**

None.

18. **Confirmatory By-Law**

18a [2024-49 being a by-law to confirm proceedings of Council Meeting](#)

19. **Question Period**

20. **Adjournment**

PLEASE NOTE “Submissions received by the public, either orally or in writing may become part of the public record/package”.

Council Information

Township of Admaston/Bromley
Second Monthly Meeting

Council met for their second monthly meeting on Thursday September 19th, 2024. Present were Mayor Michael Donohue, Deputy Mayor Brian Hamilton, Councillors, Keith Gourley, Angela Field and Kevin LeGris.

Staff Members present were CAO/Clerk Jennifer Charkavi, Public Works Superintendent Steve Visinski, Treasurer-Deputy CAO/Clerk Kelly Coughlin and Finance Clerk Amy Fraser. Also present was Audio/Video System Specialist Nate Maclsaac.

Guests present were Colin Bonnell and Brad Wilson - Bell Broadband Deployment

Agenda Items 1 and 2 – Call Meeting to Order and Moment Silence

Mayor Donohue called the Meeting to Order at 7:30 pm. A moment of silence followed.

Agenda Item 3 – Approval of Agenda

Resolution No. 13/09/24

Moved by Kevin LeGris, seconded by Angela Field.

BE IT RESOLVED that Council approve amending the agenda of September 19, 2024, Regular Council Meeting to have Item 17a Closed Session moved to the beginning of the meeting, under 6a Delegations and Guests;

AND BE IT RESOLVED that Council approve the amended Council agenda for September 19, 2024.

Carried

Agenda Item 4 – Disclosure of Pecuniary Interest

None.

Agenda Item 5 – Minutes

5a Resolution to adopt Minutes of Council Meetings September 5, 2024

Resolution No. 14/09/24

Moved by Brian Hamilton, seconded by Keith Gourley

BE IT RESOLVED that Council adopt the following Meeting Minutes:

- September 5, 2024, Regular Council Meeting

Carried

Agenda Item 6 – Delegations and Guests

Bell Broadband Deployment Delegation –Closed Session 17a moved to Item 6

Colin Bonnell and Brad Wilson - Bell Broadband Deployment presentation

Resolution No. 15/09/24

Moved by Angela Field, seconded by Kevin LeGris.

BE IT RESOLVED THAT Council move into a Closed Session at 7:34 p.m.

As per Section 239 2 (i) – a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the

competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

More specifically to discuss the Bell Broadband Deployment in the Township.

Carried.

Resolution No. 16/09/24

Moved by Angela Field, seconded by Kevin LeGris.

BE IT RESOLVED that Council rise from Closed Session at 8:14p.m. and report progress.

Mayor Donohue thanked the Bell Representatives for attending the Council meeting and provided the public link for those interested in the information.

[Ontario connects: making high-speed internet accessible in every community | ontario.ca](https://www.ontario.ca/en/ontario-connects)

Agenda Item 7 – Planning and Economic Development Committee – Chair Keith Gourley, Committee Member Kevin LeGris

7a Zoning By-Law Amendment Report – Dragonfly Way

Resolution No. 17/09/24

Moved by Keith Gourley, seconded by Brian Hamilton

BE IT RESOLVED that Council approves By-Law 2024-44, being a By-Law to amend By-Law Number 2004-13, for the purpose of rezoning the severed lands in Consent File No. B141/23.

Carried

7b Ministry of Municipal Affairs & Housing – Provincial Planning Statement 2024

Resolution No. 18/09/24

Moved by Keith Gourley, seconded by Brian Hamilton

BE IT RESOLVED that Council receive the Ministry of Municipal Affairs and Housing communication – Provincial Planning Statement, 2024;

AND FURTHER THAT Council receive the Planning Division Report for County of Renfrew Development and Property Committee that provides information from the Manager of Planning Services on the Provincial Policy Statement 2024.

Carried

Agenda Item 8 – Community Service Committee – Chair Angela Field, Committee Member Brian Hamilton

8a Admaston/Bromley Public Library Board

Resolution No. 19/09/24

Moved by Angela Field, seconded by Kevin LeGris.

BE IT RESOLVED that Council receives the following information from the Admaston/Bromley Public Library Board:

- Board Minutes – June 2024
- CEO's Report – August 2024
- Treasurer's Report – September 2024

Carried

Agenda Item 9 – Operations Committee – Chair Brian Hamilton, All of Council

9a Surplus Vehicle Report

Resolution No. 20/09/24

Moved by Brian Hamilton, seconded by Keith Gourley

BE IT RESOLVED that Council approve the 2018 ¾ tonne Chevrolet truck and plow to be placed up for auction through Gov-Deals with a reserved bid of \$15,000.00.

Carried

9b August Monthly Report

Resolution No. 21/09/24

Moved by Brian Hamilton, seconded by Keith Gourley

BE IT RESOLVED THAT Council receive the Public Works August 2024 Report as information.

Carried

Superintendent Steve Visinski wanted to congratulate Curtis Schultz who recently passed the Guelph Road School with a 95% average.

Mayor Donohue also commented on the Noxious Weed Control the township participates in with the County of Renfrew. He requested that the advertisement be out two-three weeks prior to the contracted spray period to help alleviate resident concerns over the spraying and not being well notified.

Agenda Item 10 – Waste Management Committee – Chair Michael Donohue, All of Council

None.

Agenda Item 11 – Finance and Administration Committee – Chair Michael Donohue, All of Council

11a August Financial Overview Report

Resolution No. 22/09/24

Moved by Keith Gourley, seconded by Brian Hamilton

BE IT RESOLVED THAT Council accept the August 2024 Year to Date Financial Overview report as information as submitted and circulated.

Carried

11b Cheque Register – August 2024

Resolution No. 23/09/24

Moved by Keith Gourley, seconded by Brian Hamilton.

BE IT RESOLVED THAT Council approve the Payment Register for August 2024.

Carried

11c Livestock Investigator Report

Resolution No. 24/09/24

Moved by Keith Gourley, seconded by Brian Hamilton.

BE IT RESOLVED THAT Council adopt By-Law 2024-45, being a by-law to amend By-Law 2023-13, being a by-law appointing Livestock Investigators for the Township of Admaston/Bromley.

Carried

Agenda Item 12 – Protective Services Committee – Chair Kevin LeGris, Committee Member Angela Field

None.

Agenda Item 13 – County of Renfrew – Mayor Michael Donohue

None.

Agenda Item 14 – By-Laws

Resolution No. 25/09/24

Moved by Kevin LeGris, seconded by Angela Field.

BE IT RESOLVED THAT Council adopt the following By-Law:

- 2024-44 – ZBA Dragonfly Way
- 2024-45 – Amend Livestock Investigator Appointment By-Law

Carried.

Agenda Item 15 – Old Business

15a Action Tracking List

Resolution No. 26/09/24

Moved by Angela Field, seconded by Kevin LeGris.

BE IT RESOLVED THAT Admaston/Bromley Council receive the Action Tracking List as information.

Carried

Agenda Item 16 – New Business

None.

Agenda Item 17 – Closed Session

17a Bell Broadband Deployment Delegation

As per Section 239 2 (i) – a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of person, or organization.

More specifically to receive information on the Bell Broadband deployment in the Township of Admaston/Bromley.

Agenda Item 18 – Confirmatory By-Law

Resolution No. 27/09/24

Moved by Kevin LeGris, seconded by Angela Field.

BE IT RESOLVED that By-law 2024-46, being a By-law to Confirm the Proceedings of the Council of the Township of Admaston/Bromley at the meeting held September 19, 2024, be now numbered, deemed read three times and passed.

Carried

Agenda Item 19 – Question Period

None.

Agenda Item 20 – Adjournment

Resolution No. 28/09/24

Moved by Angela Field, seconded by Kevin LeGris.

BE IT RESOLVED that the Thursday, September 19, 2024, Township of Admaston/Bromley Council meeting be adjourned at 8:56 p.m.

Carried

Mayor

CAO/Clerk

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

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613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: October 3rd, 2024

To: Council

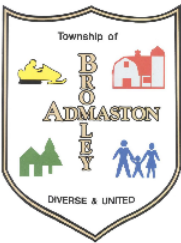
Re: Amend the Zoning By-Law 2004-13

From: Jennifer Charkavi

At the Public Planning meeting held on October 3rd, 2024, there was a request to amend the zoning By-Law 2004-13 which is a condition of approval of Consent File No. B03/24(2) which will amend By-Law 2004-13 to from Rural (RU) to Rural – Exception Twenty Eight (RU-E28) to define and permit a meeting house, and to reduce the minimum lot area from 2 hectares to 1 hectare. All other provisions of the Zoning By-Law will apply.

Recommendation:

BE IT RESOLVED that Council approves By-Law 2024-47 being a By-Law to amend By-law Number 2004-13 for the purpose of rezoning the severed lands, in Consent File No. B03/24(2).



ZONING BY-LAW AMENDMENT REPORT TO THE COUNCIL OF THE TOWNSHIP OF ADMASTON/BROMLEY

PART A - BASIC INFORMATION

1. **FILE NO.:** ZB2442.4

2. **APPLICANT:** Moses H. Martin
(Owners: David and Rebecca Martin)

3. **MUNICIPALITY:** Township of Admaston/Bromley
(geographic Township of Admaston)

4. **LOCATION:** Part of Lots 21, Concession 7

STREET: Stone Road

SUBJECT LANDS

- | | |
|---|------------|
| 5. COUNTY OF RENFREW
OFFICIAL PLAN
Land Use Designation(s): | Rural |
| 6. TWP OF ADMASTON/
BROMLEY (#2004-13)
Zone Category(s): | Rural (RU) |

7. **DETAILS OF ZONING BY-LAW AMENDMENT REQUEST:**

The submitted application proposes a zoning by-law amendment to the Township of Admaston/Bromley Zoning By-law to:

- Rezone the severed lands, in Consent File No. B03/24(2), from Rural (RU) to Rural – Exception Twenty Eight (RU-E28) to define and permit a meeting house, and to reduce the minimum lot area from 2 hectares to 1 hectare.

8. **SITE CHARACTERISTICS**

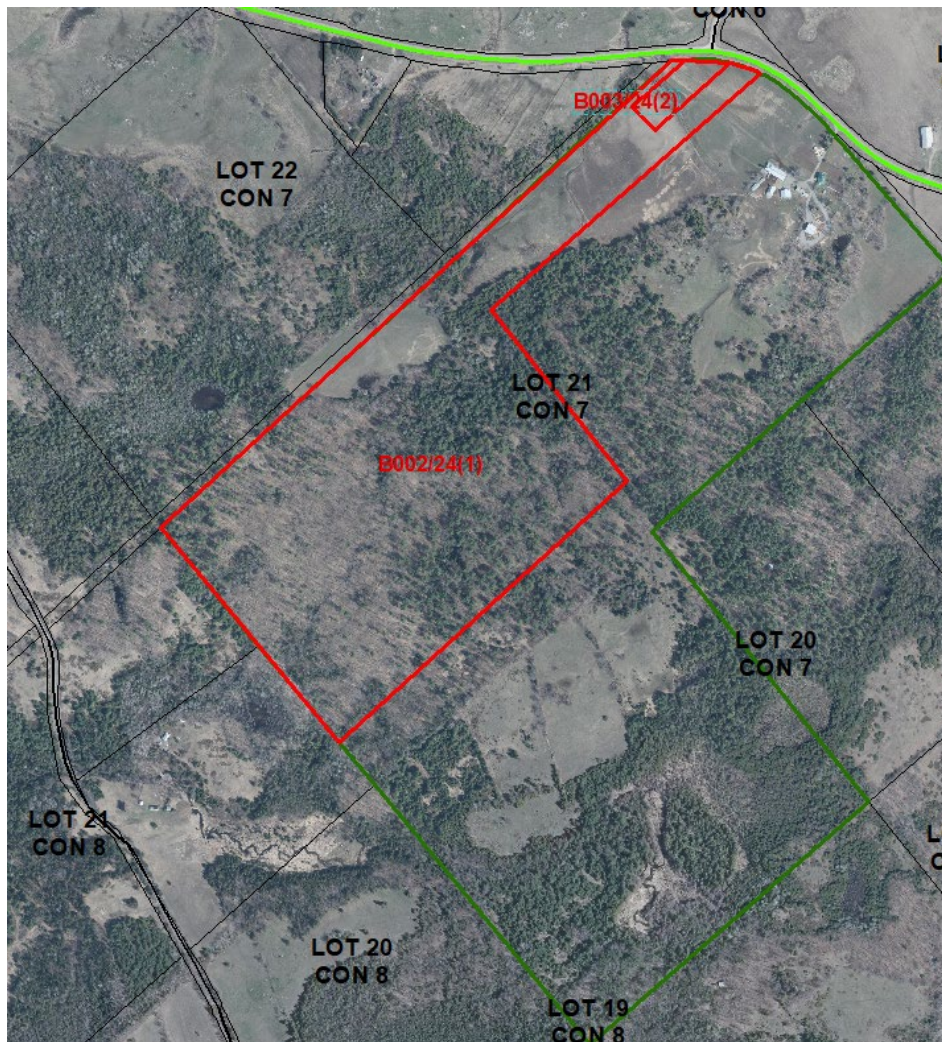
The owners are in the process of severing two lots from an existing parcel. The first lot, severed lands in Consent File No. B02/24(1), is proposed to be 38 hectares in area with 48 metres of road frontage along Stone Road and to be used for agriculture. The second lot, Consent File No. B03/24(2), is proposed

ZB2442.4

to be 1 hectare in area with 99 metres of road frontage on Stone Road and is to be used for a meeting house and cemetery for the Mennonite Community.

The final retained lands will be 80.4 hectares in area with 178 metres of road frontage along Stone Road. The retained lands will continue to be used for residential and agriculture uses. There is an existing dwelling, barn and outbuildings.

The air photograph below shows both of the severed parcels in red, and the retained lands are shown in green.



PART B – POLICY REVIEW

9. PROVINCIAL POLICY STATEMENT:

Section 1.1.5 Rural Lands in Municipalities

Section 1.1.5.1 When directing development on rural lands, a planning authority shall apply the relevant policies of Section 1: Building Strong Healthy

ZB2442.4

Communities, as well as the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.

Section 1.1.5.2 On *rural lands* located in municipalities, permitted uses are:

- a) the management or use of resources;
- b) resource-based recreational uses (including recreational dwellings);
- c) residential development, including lot creation, that is locally appropriate;
- d) *agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices*, in accordance with provincial standards;
- e) home occupations and home industries;
- f) cemeteries; and
- g) other rural land uses.

Section 1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

10. OFFICIAL PLAN:

The subject lands are designated Rural in the County of Renfrew Official Plan.

The Rural designation on the Land Use Schedule(s) shall mean that the permitted uses shall include agricultural, forestry, limited low density residential, commercial, industrial, recreational, institutional, resource-based recreational uses (including recreational dwellings), and conservation uses.



11. ZONING BY-LAW:

The severed lands are zoned Rural (RU) in the Township Zoning By-law.

The permitted residential uses in the (RU) zone are single detached dwelling, semi-detached dwelling, duplex dwelling, a limited service dwelling on an existing lot of record, and group home. Permitted non-residential uses include, but are not limited to, cemetery, farm, farm limited, and home industry.

For permitted uses other than single detached dwelling, semi-detached dwelling, limited service dwelling, home industry or duplex dwelling in the RU



zone, the minimum lot area requirement is 2 hectares, and the minimum lot frontage requirement is 45 metres.

12. SUMMARY OF STUDIES:

None

PART C: PLANNING ANALYSIS

13. CONSULTATION:

At the time of writing this report, no comments have been received or considered.

14. ANALYSIS:

The owners are in the process of severing two parcels of lands. The severed lands in Consent Application B03/24(2) are proposed to be used for a cemetery and a meeting house for the Mennonite Community.

The severed lands are currently zoned Rural (RU) in the Township of Admaston/Bromley Zoning By-law. The RU zone permits a cemetery, religious education facility, and a private club, but it does not permit a meeting house. The minimum lot area requirement for a cemetery in the RU zone is 2 hectares. The proposed lot area for the severed lands is 1 hectare.

A zoning by-law amendment is required to rezone the severed lands in Consent Application B03/24(2) to reduce the minimum lot area from 2 hectares to 1 hectare, and to permit a meeting house. The RU zone does permit a private club and a religious education facility. Adding the meeting house as a permitted use is seen as a clarification as this is the term used in the Mennonite Community. A previous zoning by-law amendment was completed in 2019 that also added a meeting house as a permitted use. A meeting house will be defined as a building used for public assembly and especially for the horse drawn vehicle community.

15. RECOMMENDATIONS:

That, subject to any additional concerns or information raised at the public meeting, the zoning by-law amendment be passed.

Date: September 24, 2024
Prepared By: Lindsey Bennett-Farquhar, MCIP, RPP
Senior Planner

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477 Stone Road, R.R. #2
Renfrew, ON
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**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: October 3rd 2024
To: Council
From: Steve Visinski
Re: Depot Operations Agreement between Circular Materials and Admaston/Bromley Township.

Background:

Waste Management Committee was given a report on May 2nd 2024 about the upcoming changes to the Blue Box Transitioning program. Staff have been involved in meetings with CMO (Circular Materials) and CFI (Continuous Improvement Fund) to acquire as much information as possible.

Further to this, Admaston/Bromley will transition as of July of 2025. Council has previously chosen to Opt-In and continue to operate the blue box program on behalf of CMO. Thus allowing all parties eligible and non-eligible to continue to use the blue box program until January of 2026 with an excepted 4.22% deduction being returned back to the Township. CMO is requesting the attached document to be signed by Council and returned as soon as possible.

Discussion:

Staff have reviewed the contract and spoke with a few surrounding Municipalities with no concerns to date. This contract is only for six (6) months and will need to be reviewed before January of 2026.

Financial Implications:

None at this time

People Consulted:

CAO/Clerk
Treasurer-Deputy CAO/Clerk
Surrounding Neighbouring Municipalities

Recommendation for Council:

BE IT RESOLVED THAT Admaston/Bromley Council adopt By-Law 2024-48, being a by-law to authorize the Mayor and CAO/Clerk to enter into an agreement with Circular Materials Ontario for a Depot Operations Agreement (Number 2024-00-146).



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-146

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

Between

The Corporation of the Township of Admaston/Bromley, a corporation incorporated under the laws of Ontario, having a place of business at 477 Stone Rd, Renfrew ON. K7V 3Z5 ("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.

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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
Admaston/Bromley**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the
Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

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

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

1.3 Managed Contract

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

ARTICLE 2

SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (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 four-point twenty two percent (4.22%) 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 four-point twenty two percent (4.22%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

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

3.4 Labour Disruption

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

3.5 Access to the Work

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

3.6 Subcontractors

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

ARTICLE 4

SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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

ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

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

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

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

(b) CMO Indemnity

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

7.2 Limited Liabilities

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

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

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

7.3 Force Majeure

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

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

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

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

7.4 Agreement Termination

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

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

7.5 Remedies

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

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

7.6 Disputes

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

7.7 Arbitration

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

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

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

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

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

8.6 Insurance

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

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

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

8.7 Changes to Agreement

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

8.8 Change Management

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

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

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

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

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

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

8.9 Conflicts and Omissions

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

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

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

8.12 Severability

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

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

8.13 Survival

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

8.14 Further Assurances

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

8.15 Revisions to this Agreement

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

8.16 Counterparts

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



8.17 Notice

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

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: 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 Admaston/Bromley
477 Stone Rd,
Renfrew ON. K7V 3Z5
Attention: Jennifer Charkavi CAO/ Clerk Treasurer/CEMC

Email: cao@admastonbromley.com

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 Admaston/Bromley	Stone Road Transfer	735 Stone Road	Renfrew	K7V 3Z5	Summer Months May 1st to September 30th Wednesday 12:00pm to 8pm, Saturday 9am to 5pm and Sunday 12pm to 8pm Winter Months October 1st to April 30th Wednesday, Saturday and Sunday 9am to 5pm	Summer Wed = 8 hrs Sat = 8 hrs Sun = 8hrs Winter Wed = 8 hrs Sat = 8 hrs Sun = 8 Hrs
	Douglas Transfer	311 Fourth Chute Road	Douglas	K0J 1S0	Summer Months May 1st to September 30th Wednesday 5pm to 8pm Saturday 9am to 5 pm Winter Months October 1st to April 30th Saturday 9am to 5pm	Summer Wed = 3 Hrs Sat = 8 hrs Winter Sat = 8 hrs
	Osceola Landfill	112 Pit Road	Cobden	K0J 1K0	Summer Months May 1st to September 30th Wednesday 5pm to 8pm Saturday 9am to 5 pm Winter Months October 1st to April 30th Saturday 9am to 5pm	Summer Wed = 3hrs Sat = 8 hrs Winter Sat = 8 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 Admaston/Bromley	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	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6
Paper/Fibres	Newsprint					Yes	
	Magazines and Catalogues					Yes	
	Telephone Books					No	
	Household Fine Paper					Yes	
	Other Printed Paper					No	
	Corrugated Cardboard						Yes
	Boxboard						Yes
	Gable Top Cartons			Yes			
	Paper Laminates					No	
	Aseptic Containers					No	
	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 (only #2, #5)					
	Other Bottles & Containers (#3, #5, #7)	yes					
	Plastic film (LDPE/HDPE) (#2, #4)	No					
	Plastic Laminates	no					
	Polystyrene Foam (#6)	No					
	Polystyrene Crystal (#6)	yes					
Steel	Steel Food and Beverage Cans				Yes		
	Steel Aerosols				No		



	Steel Paint Cans				No		
Glass	Flint/Clear Glass		Yes				
	Coloured Glass		yes				

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



EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township Admaston/Bromley	7/1/2025

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 1432 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

- (a) Residential Depot Operation Costs; less
- (b) 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 \$2901, as adjusted in accordance with this Agreement, and "**Non-Eligible Source Blue Box Material Unit Price**" means \$200.00 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor's administration factor as published by the Resource Productivity and Recovery Authority.

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

1.10 Total Residential Depot Operation Costs Adjustment

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

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

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

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

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

1.12 CPI Index

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

1.13 Changes to Indices

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

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



Ontario Community Infrastructure Fund (OCIF)

Allocation Notice

Ministry of Infrastructure

The Corporation of the Township of Admaston/Bromley

September 2024

Disponible en français

Overview

2025 OCIF Funding

The amount of Funds the municipality named on this Allocation Notice is eligible to receive under the Agreement in the 2025 Funding Year is as follows:

2025 formula allocation	\$418,473
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Terms and Conditions

The provision of Funds to the Recipient are subject to the terms and conditions of the Agreement.

OCIF Financial Reporting Requirements

In addition to the other reporting requirements noted in the Agreement (e.g., submission to Ministry of Municipal Affairs and Housing of the 2022 Financial Information Return, etc.), the Recipient must report on funding twice each year, providing information on how program funding is or will be used, and again after year-end on how funding was actually used.

In the spring, prior to the start of the construction season the Recipient will submit to the Ministry an **initial report** that includes information on planned/proposed projects that make use of OCIF funding. The Recipient will also submit to Ministry a **final report for the year** on or before March 31st that will include the amount of interest earned on Funds over the year, information on actual annual expenditures and a status update on projects that make use of OCIF funding, indicating whether each project is still in progress or completed. Standard reporting forms and detailed instructions on how to access these forms will be provided closer to each reporting timeline.

Payment of Funds

As per section F.2.1 of the Agreement and subject to the submission and acceptance of all required reporting, the province will make payments in accordance with the following schedule:

- Allocations of \$150,000 or less will be provided in one payment;
- Allocations greater than \$150,000 but less than \$1 million will be provided through six payments; and
- Allocations greater than \$1 million will be provided through twelve payments.

As per section A3.2(b) of the Agreement, the province may withhold payments until it determines all reporting has been submitted and is satisfied with the Recipient’s plan to utilize funding.

Data Sources

- **Core infrastructure:** Current replacement values (CRVs) estimates were derived from CRV template submissions, Asset Management Plans and Schedule 51A of the Financial Information Returns (FIR).
- In cases where CRVs for OCIF eligible core infrastructure were not provided through a CRV template submission and not included in a municipality's asset management plan, the Ministry is using its own CRV estimates for those assets.
- To derive CRV estimates, four years (2019, 2020, 2021, 2022) of FIR data were considered, giving priority to the most recent available data.
- For municipalities that submitted a CRV template through the CRV data collection process, CRVs used for 2025 OCIF were capped at 200% of their MOI FIR-based estimates and limited to 60% of MOI FIR-estimates as their lowest point. In cases where the Ministry did not receive a template submission, CRVs from asset management plans were anchored to +/- 40% of MOI's FIR-based estimates.
- Categories included are:

<u>Line</u>	<u>Item</u>
611	Roads - Paved
612	Roads - Unpaved
613	Roads - Bridges and Culverts
614	Roadways - Traffic Operations & Roadside Maintenance
621	Winter Control - except Sidewalks, Parking Lots
622	Winter Control - Sidewalks, Parking Lots only
650	Street Lighting
811	Wastewater Collection/Conveyance
812	Wastewater Treatment and Disposal
821	Urban Storm Sewer System
822	Rural Storm Sewer System
831	Water Treatment
832	Water Distribution/Transmission
- **Weighted property assessment:** Measures the size of the municipality's tax base. Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes (PILs) retained by the municipality).

Data sources: Final 2022 Market Change Profile (MCP) and 2024 starting tax ratios (Municipal Property Assessment Corporation (MPAC) and municipal tax rate bylaws) and Municipal FIRs (2021 or 2022 for PILs). 2024 OMPF (Ontario Municipal Partnership Fund) data released October 2023.

- **Median household income:** Statistics Canada's measure of median income for all private households in 2020.

Ontario Community Infrastructure Fund (OCIF)
Allocation Notice
The Corporation of the Township of Admaston/Bromley

Below are the key data source values used to calculate your 2025 allocation:

The Corporation of the Township of Admaston/Bromley		
	Inputs	
a	Core infrastructure CRV estimate	\$147,421,651
b	Adjusted core infrastructure	\$172,266,216
c	Weighted property assessment	\$370,149,355
d	Number of households	1,423
e	Median household income	\$85,000
Ind 1*	Indicator 1 (h ÷ i)	0.1316
f	Indicator 1 – Raw (b ÷ c)	0.4654
g	Indicator 1 of eligible municipalities: Median, Lowest, Highest Value	g1: Median: 0.3071 g2: Lowest: 0.0206 g3: Highest: 1.5097
h	Difference between Indicator value and Median (f – g1)	0.1583
i	Difference between the Maximum and the Median Value (g3 - g1) ¹	1.2026
Ind 2*	Indicator 2 (l ÷ m)	0.0846
j	Indicator 2 – Raw (b ÷ d ÷ e)	1.4242
k	Indicator 2 of eligible municipalities: Median, Lowest, Highest Value	k1: Median: 1.1538 k2: Lowest: 0.0794 k3: Highest: 4.3485
l	Difference between Indicator value and Median (j – k1)	0.2704
m	Difference between the Maximum and the Median Value (k3 - k1) ²	3.1947
Ind	Infrastructure Index (Ind1+Ind2)/2	0.1081
n	Median of Infrastructure Indices of all eligible municipalities	-0.0416
o	Percentage points away from the Median	14.97
p	Core infrastructure multiplier (per \$100,000 of core infrastructure) \$173.143 + \$24 x (Ind - n) ÷ 10% ³	\$209.09
q	Median core infrastructure multiplier	\$173.143
	2024 OCIF Allocation	\$492,321
	2025 OCIF Allocation Maximum of (p x a ÷ \$100,000) or \$100,000, up to \$10 million, limited to ±15% variance from 2024 grant**	\$418,473

****Core infrastructure value must be divided by \$100,000 before applying the core infrastructure multiplier.**

Please Note: Due to rounding, some calculations may vary from the results shown.

*The re-weighted indicators are on a scale of -1 to +1.

Note 1: Since the indicator is above the median, the difference between the maximum value and median is calculated (g3-g1)

Note 2: Since the indicator is above the median, the difference between the maximum value and median is calculated (k3-k1)

Note 3: Since the index is above the median, the funding multiplier per \$100,000 of core infrastructure is greater than \$173.143

Details of how grants are calculated, including the infrastructure index and the way in which it impacts OCIF funding by comparing it to the median infrastructure index of all eligible municipalities, can be found in the Ontario Community Infrastructure Fund program guidelines at: www.ontario.ca/page/ontario-community-infrastructure-fund#section-5.

TOWNSHIP OF ADMASTON/BROMLEY
DOUGLAS FIRE COMMITTEE
MINUTES

Wednesday June 19, 2024
At 7:05 p.m.

Present were Chair Kevin LeGris, Committee Members Daryl Thom, Ken Keill, Fire Chief Bill McHale and Deputy Fire Chief Patrick Donohue.

1. Chairman Kevin LeGris call the meeting to order at 7:05 p.m.
2. Declaration of Pecuniary Interest –None
3. APPROVAL OF AGENDA
Moved by Ken Keill and Seconded by Daryl Thom

Be it resolved that the agenda for the June 19, 2024 meeting be approved.

Carried

4. APPROVAL OF MINUTES
Moved by Daryl Thom and Seconded by Ken Keill

Be it resolved that the minutes of the May 8, 2024 meeting be approved as read.

Carried

5. BUSINESS FROM PREVIOUS MEETINGS

Capital Purchases update. Three new bunker suits (3) have been ordered from AJ Stone. The new helmets should be ordered within the next two weeks. They will also be coming from AJ Stone. There is a time lief span on the helmet and it was important to receive helmet with the year 2024 stamped on them. Chief Bill went through LAS Canoe to secure what he felt was the best deal.

The Dry Hydrant in Douglas is being moved to the beach area. The parts for this move will be in next week. The Public Works Dept and the Fire Dept are working together to get the site ready and the move should happen late July or early August.

6. CORRESPONDENSE
-email Canada Day Celebrations at the Admaston Public School on July 1, 2024 from 11:00 a.m. to 1:00 p.m. The fire department was asked to bring a truck and fire safety material to be handed out.
7. NEW BUSINESS
-Health & Safety—The health and safety committee is now up and running. Fireman Chris Way has completed his certification. Multiple tasks have been completed.
8. FIRE CHIEF’S REPORT
The May fire chief’s report was discussed. One response was to a locked door and this brought some matters to the surface as to when the fire department can leave the scene. There is tired response in

effect from ambulance service. Some thought has been given to a release form to be signed. Some fire departments are seeking legal advice. More information is needed before any decisions can be made.

Moved by Ken Keill and Seconded by Daryl Thom

Be it resolved that the fire chief's report dated May 2024 be accepted as presented.

Carried

APPARATUS REPAIR AND TRACKING

Chief Bill is keeping track of the number of hours spent on apparatus repair that would normally have been in fire practice hours. From December 2023 to May 31, 2024 this is the hours logged. This dollar value is based on an average of \$30.00 per hour. The following chart will give a clear cost of the repair on the fire trucks.

Truck #1	56 hours	\$1680	Truck T2	18 hours	\$540.
Truck #2	13 hours	\$390	Truck #4	14 hours	\$420.

UPDATE FROM RENFREW COUNTY FIRE CHIEF'S ASSOCIATION

The main topic of concern at the fire chief's meeting was the dispatch agreement between the County and CACC. This agreement expires on December 31, 2024. An update of equipment was done in 2023 and more updates are being done in 2024 to support the system in place. The Renfrew County Fire Chief's Association does not have a seat at County Council to bring this matter forward. The Chief's Association is going to write to County Council and request to be present at a few meetings per year. If this agreement is not renewed an alternate plan would need to be put in place sooner than later. An outside plan would be more expensive. Some of the fire departments in the county have already switched dispatcher at a heavy cost.

Moved by Daryl Thom and seconded by Ken Keill

Be it resolved that the Committee recommends that council, through the mayor, ensure that County Council is aware that the contract with the Ministry of Health and the County through the CACC centre is expiring at the end of 2024.

Carried

9. FINANCIAL INFORMATION

The April cheque list was reviewed.

Committee Chair Kevin LeGris explained the financial statements in detail with the committee.

10. 2024 FIRE COST UPDATE

This report was unavailable as it is being updated to include the maintenance hours on the equipment.

11. BUDGETARY CONTROL REPORT APRIL 30, 2024

This report was received in a new format. It was reviewed in detail. The May 2024 report was also received and reviewed.

12. OPEN DISCUSSION

Nothing to report.

13. NEXT MEETING-September 11, 2024 in the Council chambers at 7:00 p.m.

14. ADJOURN

Moved by Ken Keill and seconded by Daryl Thom

Be it resolved that the meeting of June 19, 2024 be adjourned at 8:16 p.m.

Carried

Douglas Fire Committee
Fire Chief Report
June 2024

Date	Men	Hrs	Where	What
June 2	02	10	Practice	Leadership fundamentals
June 3	11	22	Practice	RIT bag practice
June 5	01		Township sand dome	Disposal
June 9	03	09	Practice	Weekend truck checks
June 10	01	03		Clean fire hall
June 10	05	05	Practice	JHSC meeting
June 10	17	34	Practice	RIT training/dry hydrant checks
June 16	2	4	Practice	Weekend truck checks
June 17	11	46		Brush & debris
June 18	01	03		Clean fire hall
June 22	02	04	Practice	Weekend truck checks
June 23	01	03		Clean fire hall
June 24	11	16	Practice	members meeting
June 25	6	0	Practice	Traffic Control—Drive by
June 29	04	14	Practice	Weekend truck checks

Douglas Fire Committee
Fire Chief Report
July 2024

Date	Men	Hrs	Where	What
July 02	01	03		Clean fire hall
July 05	06	12		Tree on Hydro Line
July 07	03	06		Tree on Hydro Line
July 07	03	06	Practice	Weekend truck checks
July 09	01	03		Clean fire hall
July 14	02	04	Practice	Weekend truck checks
July 16	01	04	Practice	OHS Soccer night
July 18	15	30		False Alarm
July 25	01	03		Clean fire hall
July 28	02	04	Practice	Weekend truck checks

Douglas Fire Committee
Fire Chief Report
August 2024

Date	Men	Hrs	Where	What
Aug 2	10	20		tree on fire—not found
Aug 2	11	22		MVA
Aug 3	7	14		MVA
Aug 4	3	09	Practice	Weekend truck checks
Aug 7	01	03		Clean fire hall
Aug 7	04	08		MVA
Aug 9	05	10		Bale of hay on fire
Aug 10	02	05	Practice	Weekend truck checks
Aug 12	11	22	Practice	meeting
Aug 14	10	20		MVA
Gug 15	10	20	called off	called off
Aug 17	04	08	Practice	Weekend truck checks
Aug 19	20	40	Practice	Omers Pension Plan presentation
Aug 20	01	03		Clean fire hall
Aug 21	05	15	Practice	Water shuttle with WWR
Aug 23	03	12		Barn damaged by wind storm
Aug 24	09	18		Lawn tractor
Aug 24	13	26		Car fire
Aug 25	04	08	Practice	Weekend truck checks
Aug 26	14	28	Practice	Algonquin Forestry Service Display (Backpack hoses)
Aug 27	01	03		Clean fire hall

County Council Summary

September 25, 2024

Below you will find highlights of the County of Renfrew County Council meeting September 25, 2024.

Please note that this summary does not constitute the official record of the meeting and approved minutes should be consulted for that purpose.

The full [September County Council package](#) can be found on our website.

[September](#) meeting YouTube link.

Warden's Address

Key highlights

- Warden Peter Emon congratulated former Warden Bob Sweet on receiving the Upper Ottawa Valley Chamber of Commerce Lifetime Achievement Award at the annual gala on September 28 in recognition of his contributions to the business world. The event will acknowledge the decades that Mr. Sweet dedicated to fostering economic growth and commitment to the Petawawa and County of Renfrew community.
- On behalf of Council, the Warden expressed sincere condolences to the Lentz family on the passing of Norman Lentz, on September 21. He noted Mr. Lentz proudly served in municipal politics from 1967-2014.

During the month of September, Warden Peter Emon attended 17 meetings on County business:

- From September 5-7, along with Paramedic Service Chief Michael Nolan, he convened with 90 leaders from across the country in Timmins to discuss the substance use crisis in small communities and villages. The purpose of this event was to start the conversation about creating guidelines and templates, for policies and strategies related to treatment, harm reduction, recovery, prevention, and enforcement. These guidelines and templates when developed could and may be applied locally for municipalities, especially in small and rural settings, to assist in receiving government support.
- The Ontario East Municipal Conference from September 11-13 in Ottawa, noting the sessions were well organized and provided information on a diverse number of topics including economic development and housing; special events and perilous partnerships; accelerating bio-based manufacturing in Canadian municipalities; enabling stickiness with youth and the youth population; workforce development – programs and services supporting business growth and attraction.
- The grand opening of the Men's Shed in McNab/Braeside. The Men's Shed aims to improve the mental and physical health of members through activities men will actually join, in this case through camaraderie while completing woodworking projects.
- The grand opening of the Whitewater Senior Active Living Centre, which is located in the former Ross Township office.

Announcements

- The County of Renfrew will be launching the Warden's Community Service Awards early next month. These awards provide an opportunity to recognize individuals, not-for-profit organizations and for-profit businesses who go above and beyond in their communities. Nominations will be open in early October so watch for additional information. We look forward to presenting these awards at the November session of County Council.

Delegations

- Allison Miller, Project Officer with the Labour Market Group of Renfrew and Lanark, provided an overview of the organization, a labour market update for Renfrew County and she highlighted the Labour Market Planning Session with guest speaker David Colletto on October 10 and encouraged elected officials and economic development partners to attend to be part of the discussion.
- Ayden Townsend of Roth IAMS presented the Building Conditions Assessment report following an assessment of the assets within the Renfrew County Housing Corporation portfolio. The report set out capital renewal costs required within the housing portfolio and encouraged a longer-term strategic plan to guide how to invest in or divest assets over the next 20 to 30 years be developed.
- Aimee Bailey of Circle of Turtle Lodge and others were on hand for a Truth and Reconciliation recognition event at the Noojimokamig [new-JIH-mah GAH-mig] Garden, which included a tobacco ceremony for members of County Council and County staff. Participants were asked to offer prayers to the Creator and show their respect for the children who did not make it home from Residential Schools ahead of the National Day of Truth and Reconciliation on September 30. An orange flag was raised outside the County Administration Building as part of the ceremony and it will be lowered on September 30 to honour the lives lost.

Operations Committee

Presented by: Glenn Doncaster, Chair

- County Council directed staff to proceed with the purchase and installation of flashing beacon lights for the stop signs at the intersection of County Road 2 (White Lake Road), County Road 52 (Burnstown Road), Point Road and Bellamy Road in the hamlet of White Lake in the Township of McNab/Braeside. The cost will be shared 50/50 with the Township of McNab/Braeside per County of Renfrew Policy for Enhanced Traffic Warning Devices.
- County Council directed staff to proceed with submitting an application for funding under the \$400 million Housing-Enabling Core Servicing stream, recently announced by the Province of Ontario, for the reconstruction of County Road 51 (Petawawa Boulevard), County 26 (Doran Road), Hilda Street and Mohns Avenue to a roundabout intersection, in the Town of Petawawa.
- County Council approved a contract as submitted by Planmac Engineering Incorporated, Mississauga, Ontario, in the amount of \$196,831, plus applicable taxes, for Engineering Services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3 km north of County Road 508 (Calabogie Road), Township of Greater Madawaska.

- County Council adopted a By-law to enter into a Memorandum of Understanding between the County of Renfrew and the Townships of Laurentian Valley and Whitewater Region for the sale of certain properties formerly owned by CN Rail. It is proposed that this property will become part of the County of Renfrew's recreational trail system.
- County Council approved a Road Access Agreement between 2833868 Ontario Inc., on County Road 37 (Murphy Road), on Part of Lot 18, Concession 7, in the geographic Township of Petawawa, Town of Petawawa, County of Renfrew. The owners have made application for the severance of two new lots fronting onto Murphy Road (County Road 37). The creation of the new lots has been granted on the condition that the applicant enters into an agreement with the County of Renfrew regarding access to County Road 37 due to restrictions in entrance spacing and sight-line requirements.

Community Services Committee

Presented by: Anne Giardini, Chair

- Council reviewed the memorandum with the Early Years and Child Care Division of the Ministry of Education detailing information about the implementation of a new cost-based approach to Canada-Wide Early Learning and Child Care (CWELCC) funding, effective January 1, 2025. The County of Renfrew has been lobbying for more CWELCC spaces, as it has not received any additional spaces in 2025 or 2026. Chair Giardini noted three centres in Renfrew County are at risk of closure if the County is not allocated more spaces so these centres are allowed to enroll in CWELCC to receive provincial funding. This memorandum has impact on non-CWELCC centres.
- The Renfrew County Housing Corporation engaged OrgCode Consulting to develop a comprehensive 10-Year Homelessness and Housing Plan. The plan is intended to guide the development of future service pathways for homelessness and housing supports, with strategies aimed at achieving the following goals:
 - Provide Housing – secure stable housing - with supports if needed - for individuals without homes.
 - Prevent Future Homelessness – identify evidence-informed strategies to assist people in retaining their current housing to prevent future homelessness.
 - Expand Housing Options – increase the availability of diverse housing options, particularly those with support services.
 - Enhance the Homelessness Response System – improve the effectiveness and efficiency of the overall system for addressing housing crises and homelessness.
- County Council approved the County of Renfrew taking a leadership role with respect to the operations of a Warming Centre located in the City of Pembroke for the 2024/2025 winter season; with some conditions:
 - The Warming Centre ad-hoc committee be again stood up as the oversight committee, with a review of the Terms of Reference to determine if updates are required;
 - The municipalities that participated in last year's Warming Centre model contribute funding equal to 2023/2024 amounts;
 - That staff be directed to work with the City of Pembroke on an appropriate location that provides for a more cohesive and effective delivery of services;
 - The City of Pembroke initiates the appropriate steps with respect to their zoning by-law to allow flexibility on placement of a Warming Centre;

- Staff be directed to apply the allocated funds from the Homelessness Prevention Program funding envelope toward this initiative to a maximum of \$100,000.
- The County of Renfrew worked with Mesa community partners in Mental Health, Addiction and Treatment, to identify a lead applicant for a Homelessness and Addiction Recovery Treatment (HART) Hub in Renfrew County. The Ministry of Municipal Affairs and Housing/Ministry of Health recently announced the Province of Ontario was investing up to \$378 million over four years in support of a Demonstration Project that will create 10 new Homelessness and Addiction Recovery Treatment (HART) Hubs. A full proposal was submitted by the September 20, 2024 deadline, naming the County of Renfrew and Pembroke Regional Hospital as co-applicants for this funding.

Development & Property Committee

Presented by: James Brose, Chair

- Registration is now open for the [Municipal Agriculture Economic Development & Planning Forum](#) (MAEDPF) being held October 22-24, 2024, in Pembroke and co-hosted by the County of Renfrew and Ministry of Agriculture, Food and Agribusiness. The event kicks off with a welcome reception the evening of October 22; with a bus tour to various agricultural sites, farm-to-fork lunch and dinner on October 23; and conference day featuring speakers and presentations on October 24. Early-bird pricing is in effect until September 29, and includes a variety of pricing options. The MAEDPF is open to municipal and First Nations economic development and planning staff from across rural Ontario who support the agriculture sector, individuals involved with agriculture economic development and policy making and those working in the food, farming and agri-food value chain.
- Staff has met with the City of Pembroke to review a draft agreement outlining the expectations of the Ottawa Valley Tourist Association (OVTA) as the eligible tourism entity to receive municipal accommodation tax funds. The proposed draft agreement is for a three-year term beginning January 1, 2025 and ending December 31, 2027. Effective January 1, 2025, a municipal accommodation tax of 4% will be applied to all stays of 30 days or less at hotels, motels, short-term rentals, and campsites at Riverside Park. The projected annual revenue, based on a 50% occupancy rate, is \$397,142 of which the OVTA is to receive 50%, less the cost of administration and collection. Staff also met with the Town of Petawawa regarding the implementation of a municipal accommodation tax in the Town and naming the OVTA as the eligible tourism entity to receive 50% of the funds.
- On August 13, 2024, staff entered into a data-sharing agreement with Esri Canada to contribute data to their Community Maps of Canada. This collaboration will enhance Esri's base map information for our region. The County will provide only publicly available data, including roads, property parcel outlines, trails, forest tracts, municipal boundaries, and other points of interest. Additionally, under our current Enterprise License Agreement (ELA) with Esri, the County can share data on behalf of lower-tier municipalities if they wish to contribute, such as trails, municipal parks, sidewalks, parking lots, and other points of interest on the base maps. There is no cost to join or participate in this program.
- On August 20, 2024, the Province of Ontario released the final version of the Provincial Planning Statement 2024, which is set to take effect on October 20, 2024. The PPS is a set of directions provided by the province that municipal planners, planning boards, and decision makers follow

for land-use planning and development in Ontario. Planning approval authorities are required to be consistent with the PPS when making decisions under the Planning Act.

The new PPS 2024 replaces the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for Greater Golden Horseshoe, integrating them into a single planning document which applies to the entire province. Based on staff's review, the amended planning statement will have minimal policy impacts to the County of Renfrew and our local municipalities. The provincial summary of the changes and a copy of the revised PPS is available at [Provincial Planning Statement, 2024 | ontario.ca](#).

- County Council directed staff to undertake an Official Plan Amendment, to enable policies that would allow the County to provide grants/loans to local Community Improvement Plan (CIP) initiatives, which includes: the preparation of a Regional Incentives Program; that the Regional Incentives Program have a staff-delegated governance structure; and that the Regional Incentives Program include a recommended funding amount for Council to consider in the 2025 budget.

Finance & Administration Committee

Presented by: Jennifer Murphy, Chair

- County Council directed the Warden to convene a special meeting of County Council for a review of the proposed draft Procedure By-law and the provision of a preliminary update on the Asset Management and Long-Term Financial Plans on October 28, 2024.
- County Council approved the 2025 Budget Guidelines with a 3.25% annual levy target increase. The budget development process will culminate with a two-day budget workshop in early 2025.
- County Council approved that the County of Renfrew's non-union salary grid be adjusted annually based on the June 12-month average of the Consumer Price Index (CPI) for Ontario (all items) as determined by Statistics Canada. The adjustment will be effective for Pay Period #1 each year. The 2025 adjustment is calculated to be 3.08%.

Health Committee

Presented by: Michael Donohue, Chair

- Renfrew County Virtual Triage and Assessment Centre (RC VTAC) opened a new Clinical Assessment Centre (CAC) on September 9, 2024, at the Petawawa Centennial Family Health Centre at 154 Civic Centre Road. It will be open every Monday from 8:30 a.m. to 12 noon and patients can make an appointment by calling RC VTAC. The Paramedic-Led clinic will offer respiratory/ear/nose/throat assessments, specialized injections, minor procedures such as structure removal, tick removal/Lyme disease management and a Paramedic Health Review for unattached patients.

With the opening of the new Eganville Paramedic Base, the team is also working on plans to open another Clinical Assessment Centre in Eganville in the coming months. RC VTAC services remain in demand as four more physicians have recently retired.

Additional Information

Craig Kelley, Chief Administrative Officer/Deputy Clerk

613-735-7288

**THE CORPORATION OF THE
TOWNSHIP OF ADMASTON/BROMLEY**

BY-LAW NUMBER 2024-47

A By-law to amend By-law Number 2004-13 of the Corporation of the Township of Admaston/Bromley, as amended.

PURSUANT TO SECTION 34 OF THE PLANNING ACT, R.S.O., 1990, c.P. 13, THE TOWNSHIP OF ADMASTON/BROMLEY HEREBY ENACTS AS FOLLOWS:

1. THAT By-law Number 2004-13, as amended, be and the same is hereby further amended as follows:

(a) By adding the following new subsection to Section 21.0 – Requirements for Rural (RU) Zone, immediately after Section 21.3(aa):

“(bb) Rural-Exception Twenty Eight (RU-E28)

Notwithstanding any other provisions of this By-law to the contrary, for the lands located in the RU-E28 Zone, within Part of Lot 21, Concession 7, in the geographic Township of Admaston, now in the Township of Admaston/Bromley, a meeting house will be permitted and the following provision shall apply:

i) Lot Area (minimum) 1 hectare

MEETING HOUSE means a building used for public assembly and especially for the horse drawn vehicle community.”

(b) Schedule “B” is amended by rezoning those lands described above from

Rural (RU) to Rural – Exception Twenty Eight (RU-E28), as shown on Schedule “A” attached hereto.

2. THAT save as aforesaid all other provisions of By-law 2004-13, as amended, shall be complied with.

3. This by-law shall come into force and take effect on the day of final passing thereof.

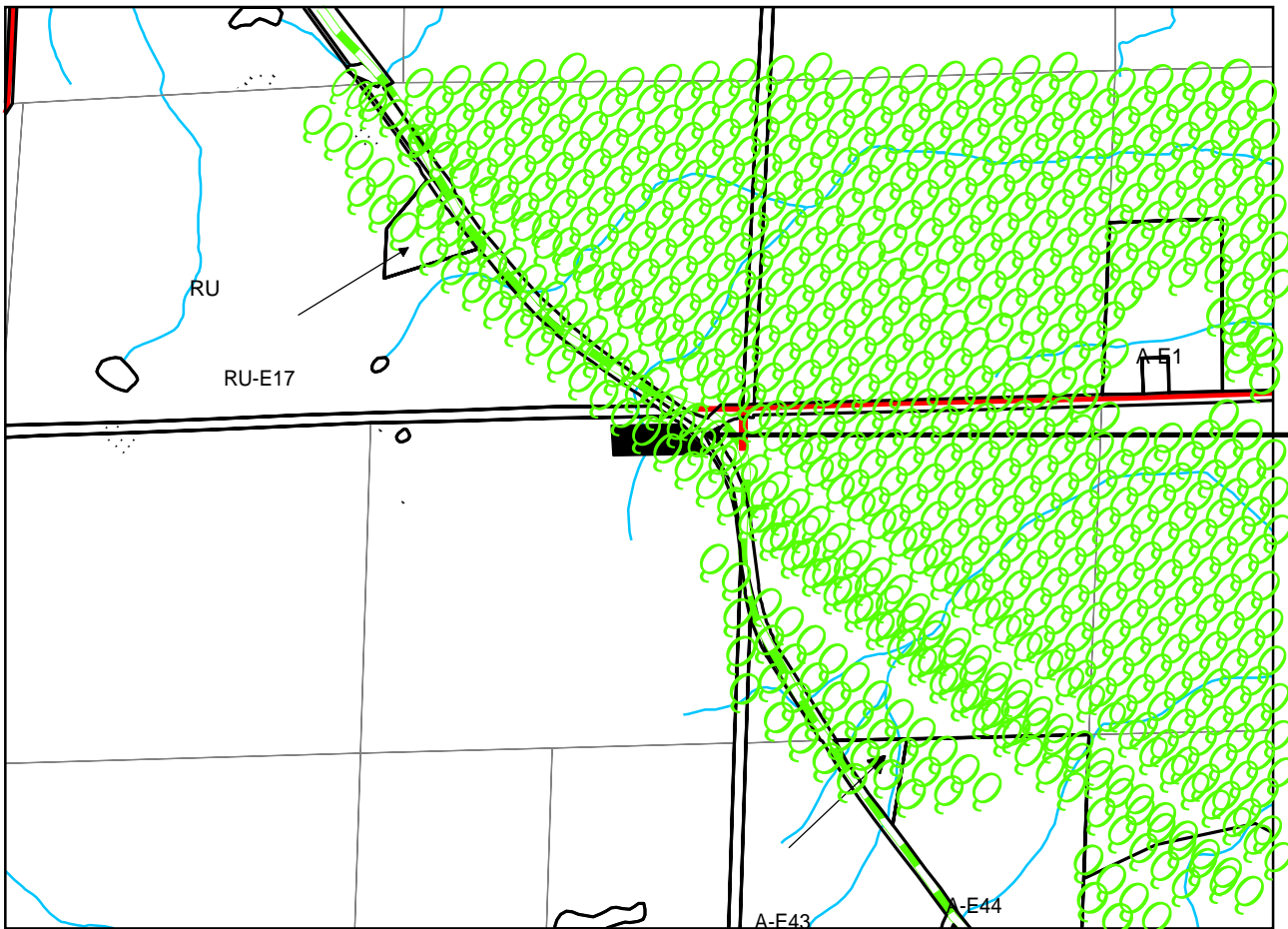
This By-law given its FIRST and SECOND reading this 3rd day of October, 2024.

This By-law read a THIRD time and finally passed this 3rd day of October, 2024.

MAYOR

CORPORATE
SEAL OF
MUNICIPALITY

CAO/Clerk



From RU
To RU-E28



1:14,000

**CORPORATION OF THE
TOWNSHIP OF ADMASTON/BROMLEY**

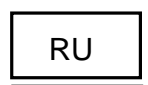
This is Schedule "A" to By-law Number _____
Passed the _____ day of _____, 20____.

Signatures of Signing Officers:

Mayor

Clerk

LEGEND



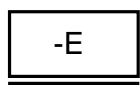
Rural



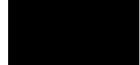
Agriculture (A)



Environmental Protection (EP)



Exception One (Numbered consecutively
for each respective zone classification
e.g. RU-E1, RU-E2, etc.)



Area affected by this Amendment
From RU to RU-E28

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2024-48

Being a By-Law to Authorize the Execution of an
Agreement Between Circular Materials Ontario
And the Corporation of the Township of Admaston/Bromley

WHEREAS Section 11(3) of the Municipal Act, 2001, may pass by-laws respecting matters within the spheres of their jurisdiction; and

WHEREAS Circular Materials Ontario (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 the Municipal Council of the Township of Admaston/Bromley hereby enacts as follows:

- (1) That the Mayor and CAO/Clerk be authorized to execute the agreement with Circular Materials Ontario, attached to this by-law as Schedule “A” and to affix the Corporate Seal.
- (2) That this by-law shall come into force and take effect upon the date of the final passing thereof.

Read a first and seconded time this 3rd day of October 2024

Read a third time and passed this 3rd day of October 2024

Mayor

CAO/Clerk

ACTION TRACKING LIST

	Updated Information
	NEW

Date	Item	Assigned To	Due Date	Current Status
October. 2020	Fencing By-Law	Clerk/CBO	continuing	Look into updating the fencing by-law.
November. 2020	LEG report to Committee	CAO/Clerk	continuing	The CAO/Clerk is provide Council with Regular updates. Recreation
October 2021	Forced Roads	Clerk	continuing	Staff are to investigate a policy for the assumption of forced roads.
June. 2023	Reserve Policy	Treasurer-Deputy CAO/Clerk	Spring 2024	Bring a policy forth for reserve funds
Sept. 2023	Douglas Beach	CAO/Clerk	Spring 2024	Investigate ideas to rejuvenate beach
January. 2023	Strategic Planning Exercise	CAO/Clerk	Spring 2025	Work on delivering a Stategic Planning Exercise

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW No. 2024-49

**A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF ADMASTON/BROMLEY
AT THE COUNCIL MEETING HELD OCTOBER 3, 2024.**

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Township of Admaston/Bromley at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the Township of Admaston/Bromley enacts as follows:

1. That the actions of the Council at its meeting held on the 3rd day of October, 2024 and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Head of Council and proper officers of the Corporation of the Township of Admaston/Bromley are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Admaston/Bromley to all such documents.
3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 3rd day of October 2024.

READ a third time and finally passed this 3rd day of October 2024.

Mayor

CAO/Clerk