



The Corporation of The Township of Bonfield

AGENDA FOR COUNCIL MEETING TO BE HELD SEPTEMBER 24th, 2024 AT 7:00 P.M.

1. **Call to Order**

Land Acknowledgement in recognition of National Day for Truth & Reconciliation – September 30, 2024
2. **Adoption of Agenda**
3. **Disclosure of Pecuniary Interest and General Nature Thereof**
4. **Adoption of previous minutes**
 - a. Regular Meeting of Council: September 10, 2024
 - b. Special Meeting of Council: September 16, 2024
5. **Presentations and Delegations** – None for this session
6. **Staff Reports**
 - a. Report from Public Works Manager – Landfill Compactor
 - b. Report from CAO - Appointment of Deputy Mayor
 - c. Report from CAO – Housekeeping Zoning By-Law
 - d. Report from Deputy Chief – Department Activities
7. **Adoption of Committee Minutes/ Motions**
 - a. **Corporate Services Committee:** September 19, 2024
 - b. **Emergency Services Committee:** September 16, 2024
 - c. **Planning Advisory Committee:** No Minutes for this session
 - d. **Recreation Committee:** September 9, 2024
 - e. **Police Services Board:** No Minutes for this session
8. **Items for Council Discussion** – None for this session
9. **Resolutions to be Considered for Adoption**
 - a. Adopt By-law 2024-56 – Agreement with Circular Materials
 - b. Township of Russell - AMCTO Provincial Updates to the Municipal Elections Act
 - c. City of Brantford - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement Letter
10. **Correspondence**
 - a. September 9, 2024 Library Minutes
 - b. NBMCA – August 14, 2024 Minutes
 - c. Township of Brudenell, Lyndoch and Raglan – Sustainable Funding for OPP Small Rural Municipalities
 - d. City of Kitchener – Supporting the City of Toronto - Renovictions
11. **Question Period**

Small Community, Big Heart



12. **Closed Session**

13. **Confirmatory By-Law**

a. Resolution to adopt By-law No. 2024-57

14. **Adjournment**



**THE CORPORATION OF THE TOWNSHIP OF BONFIELD
REGULAR MEETING OF COUNCIL
SEPTEMBER 10th, 2024**

PRESENT:

Narry Paquette, Chair
Jason Corbett
Dan MacInnis

Donna Clark
Steve Featherstone

STAFF PRESENT:

Andrée Gagné, Deputy Clerk-Treasurer
Alex Hackenbrook, Public Works Manager
Dave Vieira, Deputy Fire Chief
Nicky Kunkel, CAO Clerk-Treasurer

1. Call to Order

Motion 1

Moved by Councillor MacInnis
THAT this meeting be opened at 7:00 p.m.

Seconded by Councillor Featherstone

Carried Narry Paquette

2. Adoption of Agenda

Motion 2

Moved by Councillor Clark
THAT the agenda presented to Council and dated the 10th day of September 2024, be adopted as prepared.

Seconded by Councillor Featherstone

Carried Narry Paquette

3. Disclosure of Pecuniary Interest:

Councillor Corbett declared a pecuniary interest with Agenda Item 5. His spouse is employed by Cassellholme.

4. Adoption of Previous Minutes

Motion 3

Moved by Councillor Featherstone
THAT the Minutes of the Regular Council Meeting of August 27th, 2024 be adopted as circulated.

Seconded by Councillor MacInnis

Carried Narry Paquette

5. Presentation & Delegations

Councillor Corbett vacate his chair at 7:01 pm for the Cassellholme presentation

Angie Punnett, Dave Smits and William Brooks updated Council on the Cassellholme Development Project. Angie Punnett provided Council with an update on funding and the services provided to its residents and the surrounding communities. Dave Smits updated Council on the construction project. William Brooks provided Council with future impact on the levy due to interest rates and total cost of project.

Councillor Corbett resumed his chair at 7:32 pm



6. Staff Reports

6.a Report from Deputy Chief

Motion 4

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

THAT the Council for the Township of Bonfield accept the department report and further that Council approve of the Fire Protection grant submission.

Carried Narry Paquette

7. Adoption of Committee Minutes/ Motions – None for this session

8. Items for Council Discussion

8.a Cancellation of the November 12, 2024 Council Meeting

Motion 5

Moved by Councillor Featherstone

Seconded by Councillor Corbett

That the CAO Clerk-Treasurer and the Deputy Clerk-Treasurer be authorized to attend the Municipal Finance Officers Associations training in Sudbury; AND THAT the meeting of Council scheduled for November 12, 2024 be cancelled in its entirety; AND THAT a special meeting of Council be scheduled if required.

Carried Narry Paquette

9. Resolutions to be Considered for Adoption

9.a Resolution to adopt By-law 2024-54 to enter into an agreement with the Powassan and Area Family Health Team

Motion 6

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

THAT Council for the Township of Bonfield hereby adopts By-Law 2024-54, being a by-law to execute an agreement with the Powassan and Area Family Health Team, as presented and is considered read three times and passed this 10th day of September, 2024.

Carried Narry Paquette

9.b Town of Bradford West Gwillimbury – Physician Shortage

Motion 7

Moved by Councillor Featherstone

Seconded by Councillor MacInnis

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being derostered and 40% of family doctors considering retirement over the next five years; and WHEREAS it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and WHEREAS Ontario municipal governments play an integral role in the health care system



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September 10, 2024

through responsibilities in public health, long-term care, and paramedicine. WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province; NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Township of Bonfield urge the Province of Ontario to recognize the physician shortage in Nipissing District and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care; and BE IT FURTHER RESOLVED THAT a copy of this resolution be circulated to the Premier of Ontario, Hon. Doug Ford; our local Member of Provincial Parliament, Hon. Vic Fedeli, the Minister of Health, Hon. Sylvia Jones.

Carried Narry Paquette

9.c City of Quinte West – Community Building Fund

Motion 8

Moved by Councillor Featherstone

Seconded by Councillor Clark

THAT the Council for the Township of Bonfield supports the City of Quinte West calling on the Federal Government to provide a supplement to the allocations provided to municipalities under the AMO CBBF Agreement for 2024-2028 for the same amount that was allocated, effectively doubling the allocation for those years.

Carried Narry Paquette

9.d Town of Plympton-Wyoming – Cellular Communications Services

Motion 9

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

THAT the Council for the Township of Bonfield supports the Town of Plympton-Wyoming in requesting that the Federal Government and ISED to make it their priority to push forward with their commitment to provide crucial infrastructure in a meaningful and timely manner and provide action and enforcement of the regulations that mandate timely installation of approved Cell Tower Installations.

Carried Narry Paquette

9.e Township of Stirling Rawdon – Public Sector Salary Disclosure

Motion 10

Moved by Councillor Featherstone

Seconded by Councillor MacInnis

THAT the Council for the Township of Bonfield supports the Township of Stirling Rawdon requesting the Provincial Government to update the Public Sector Salary Disclosure Act to reflect the inflation rates since 1996; AND THAT the inflation rate is applied each year to the requirement to report public salaries.

Carried Narry Paquette



9.f Town of Caledon – Support for Family Doctors

Motion 11

Moved by Councillor Featherstone

Seconded by Councillor Clark

THAT the Council for the Township of Bonfield supports the Town of Petrolia and City of Belleville requesting the Provincial Government to take immediate action to ensure family physicians are properly compensated with immediate fee increase and that the administrative burden now being experienced by family doctors be reduced so they have more time to see their patients.

Carried Narry Paquette

9.g Township of Nairn & Hyman - Radioactive Material Being Transported to the Township of Nairn and Hyman

Motion 12

Moved by Councillor Featherstone

Seconded by Councillor Corbett

THAT the Council for the Township of Bonfield supports the Township of Nairn and Hyman and The Township of Baldwin demanding full disclosure of all pertinent details regarding the proposed future NORM transportation and deposition plan, including specific transportation routes, emergency response plans, safety protocol and the future management plan for the ALMA site; AND THAT environmental and health impact assessments be conducted with input from independent experts, and that these assessments include opportunities for public hearings to ensure transparency and community involvement; AND THAT the Province of Ontario enact legislation that consultation with municipalities is a requirement of any projects that include the transportation or deposition of NORM.

Carried Narry Paquette

9.h Town of Lincoln and Fort Erie – Increase Funding for Public Libraries and Community Museums

Motion 13

Moved by Councillor Featherstone

Seconded by Councillor Clark

THAT the Council for the Township of Bonfield supports the Town of Lincoln and Fort Erie in requesting the Provincial Government to support increasing funding for Public Libraries and Community Museums.

Carried Narry Paquette

10. Correspondence

Motion 14

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

THAT Council receives the Correspondence circulated with the Agenda of September 10th, 2024.

Carried Narry Paquette

11. Question Period – There were no questions submitted for this meeting



12. Closed Session

Motion 15

Moved by Councillor MacInnis
THAT the Meeting of Council hereby proceeds to closed session in accordance with Section 239 of the Municipal Act, 2001, as amended, at 7:58 p.m. for the purpose of discussing matters pertaining to personal matters about an identifiable individual, including municipal or local board and a proposed or pending acquisition or disposition of land by the municipality or local board employees.

Seconded by Councillor Featherstone

Carried Narry Paquette

Motion 16

Moved by Councillor Featherstone
THAT the Meeting of Council resumes open session at 9:00 p.m.

Seconded by Councillor Clark

Carried Narry Paquette

Motion 17

Moved by Councillor Corbett
THAT Council for the Township of Bonfield hereby authorizes the Public Works Manager to negotiate with Evan Hughes Excavating for the purchase of a compactor.

Seconded by Councillor MacInnis

Carried Narry Paquette

Motion 18

Moved by Councillor MacInnis
THAT Council for the Township of Bonfield hereby authorizes the CAO to post for a 2-year contract for a Fire Chief/ Fire Prevention Office for 3 days a week.

Seconded by Councillor Featherstone

Carried Narry Paquette

13. Confirmatory By-Law

Motion 19

Moved by Councillor Featherstone
THAT the Council for the Township of Bonfield hereby adopts By-Law 2024-53 to confirm the proceedings of Council from August 27th, 2024 to September 10th, 2024, as presented and is considered read three times and passed this 10th day of September, 2024.

Seconded by Councillor Corbett

Carried Narry Paquette

14. Adjournment

Motion 20

Moved by Councillor Featherstone
THAT this meeting be adjourned at 9:16 p.m.

Seconded by Councillor Clark

Carried Narry Paquette

MAYOR

CLERK

Special Meeting of Council, September 16, 2024

No. 7

Moved by Councillor MacInnis

Seconded by Councillor Clark

That this meeting be reconvened at 7:00 pm at Fire Station 1.

Carried Narry Paquette

Motion 8

Moved by Councillor Corbett

Seconded by Councillor Featherstone

THAT the Meeting of Council hereby proceeds to closed session in accordance with Section 239 of the Municipal Act, 2001, as amended, at 7:01 p.m. for the purpose of discussing matters pertaining to section b) personal matters about an identifiable individual, including municipal or local board employees; The appointment of an Acting Fire Chief.

Carried Narry Paquette

Motion 9

Moved by Councillor Corbett

Seconded by Councillor MacInnis

That this meeting be reconvened to open session at 7:19 pm.

Carried Narry Paquette

Motion 10

Moved by Councillor MacInnis

Seconded by Councillor Featherstone

That Council adjourn the special meeting 7:20 pm.

Carried Narry Paquette

MAYOR

CLERK

REPORT TO COUNCIL

MEETING DATE: September 24th, 2024
FROM: Alex Hackenbrook, Public Works Manager
SUBJECT: Landfill Compactor

Recommendation:

That Council hereby authorizes the purchase of the 1982 CAT 816B compactor at a cost of \$30,000 + HST and Further the funds be authorized from the Landfill Reserve account to purchase this piece of equipment.

Purpose:

The purpose of this report is to explain the benefits for The Township of Bonfield on owning & operating a landfill compactor in house, to not only extend the landfill operating lifetime but to also allow for better housekeeping, tidiness & compaction of residential waste.

Background:

The Public Works department has been in talks with a local construction company that is looking to sell a 1982 CAT 816B compactor. The Public Works Manager has attended the current landfill site that is housing the compactor with a mechanic present. The mechanic conducted a visual inspection on the equipment as well as a functionality test on the hydraulics, front blade, steering components, king pin, bushings & inspected for play within the front end. The findings of the mechanic were that the equipment is fully operational with cosmetic deficiencies. Based upon the inspection, the front king pins look to be tight with minimal play, the steering bushings have a small amount of play which isn't abnormal for the year of the equipment, the hydraulics are functioning with no operational deficiencies when tested & both rear planetaries were replaced last winter season.

The deficiencies found from the inspection by the mechanic were as follows. The cab has some rust & holes in it due to age, the brake system has a small in-line leak & there is some sweating occurring on the topside of the transmission. The mechanic stated that he would have to pull the panels to conduct a full inspection of the compactor.

Functionality / Practicality

The Township of Bonfield is always looking for ways to progress forward within the Public Works Department. With the purchase of a landfill compactor, it would not only allow the Township to extend the lifetime of the landfill with the spreading & compaction of residential waste, but also allow for a single piece of equipment (compactor) to be dedicated to keeping the landfill clean. With this equipment investment it would not only reduce wear & tear on the Public Works backhoe/excavator but reduce the rate of repair for tires from operating equipment at the landfill. The compactor drives on two large rear metal drums with raised metal compression cleats. Based upon the last assessment done in 2023 by Pinchin, the landfill site was approved for a total fill area of 12 hectares (29.65 acres) and has a lifespan of 54 years (we are currently waiting for the updated landfill capacity report for 2024). With the use of a compactor to spread & compact residential waste, the landfill capacity can be kept near to the projected 54 years.

The available piece of equipment being a CAT 816B compactor has a operating weight of 45,800lbs, a rear drum width of 3'4" & a two pass coverage width of 14'9". The 816B is best suited for landfills of small to medium size, with a compaction capability rate of 1200-1400 lbs per cu. yd. With the operator performing a spread of approximately 200ft & making 3-5 passes for compaction over the waste. This would allow for the residential waste to be spread out & compacted making a significant reduction in land needed to house waste, reduce the need for daily cover requirements & a reduction in leachate & methane migration while extending the landfill lifespan, reducing the amount of windblown litter & reduction in voids/settlement. With the use of this equipment the existing pile of waste, that is rapidly expanding, can be pushed then compacted to allow for more waste capacity within a smaller land area. With each 200lbs increase in density (20%) results in an additional 1.9 years of added landfill lifespan. With Bonfield growing in population this would be a good practice to mitigate the extra waste accumulation. From July 2023 to July 2024 the landfill recorded a total of 35,670 bags of garbage dumped, this excludes trailer loads & free dump days.

Another goal with this piece of equipment is to not only reduce the volume of land waste occupies, but to also shorten the runway that residents use to dump waste. With the shortened runway, residents can then dump over a ledge, with the waste being spread evenly & finally compacted with cover applied as needed. This would allow for the required waste volume to be reduced even more than already seen since the introduction & enforcement of the new recycling plan.

Next Steps

As stated, a visual inspection was completed by a certified 310T mechanic & came back with minimal discrepancies. It is believed that a full-service records history shall be obtained from the seller, including but not limited to maintenance work performed, equipment hours & fluid change intervals. As Council had authorized the Manager to further investigate the equipment and negotiate the price on September 10, 2024 the mechanic was consulted and further supported that the price and the compactor condition is a good investment for the landfill site.

The Township currently invests \$18,000 a year into the landfill site reserve for closing costs. The compactor will prolong the life of the landfill site so there is a less than two year return on investment.

Quotes from other local equipment sales companies have also been obtained for a compactor of the same size & year. These quotes ranged from \$200,000 and above. It is believed that the Township of Bonfield can purchase the 1982 CAT 816B for approximately a quarter of the asking price (\$30,000 plus HST) of comparable compacting units.

Recommendation

That Council hereby authorizes the purchase of the 1982 CAT 816B compactor at a cost of \$30,000 + HST and Further the funds be authorized from the Landfill Reserve account to purchase this piece of equipment.

Based upon the statistics provided, the benefits of owning/operating a compactor for the current landfill site are apparent. The Township could not only use this piece of equipment to extend the lifespan of the landfill but also make the landfill aesthetics & over all visual presentation cleaner.

MEETING DATE: September 24, 2024
FROM: Nicky Kunkel, CAO Clerk-Treasurer
SUBJECT: Deputy Mayor Position

RECOMMENDATION: Whereas the Deputy Mayor position was appointed for a period of November 2022 to November 2023; and Whereas Council has not renewed the appointment; That Council determine the Deputy Mayor position and a bylaw be presented to appoint at the next regular Council meeting.

BACKGROUND

At the inaugural council meeting for this term of Council a motion was adopted to appoint the Deputy Mayor until November 2023. This motion has not been renewed.

The Procedural Bylaw does not set out the appointment procedure for the Deputy Mayor nor does it apply a time period for the appointment.

Council should identify the method of which the Deputy Mayor will be appointed and the Procedural Bylaw be amended to set the procedure so it is fair and consistent.

Options are:

1. The Mayor can appoint
2. Based on highest number of votes for the Council position
3. A vote amongst all Council members
4. Each councillor acts for one year – with the order set out at the beginning of the term

In the event of a full acclamation

1. Based on highest number of votes for the Council position
2. A vote amongst all Council members
3. Each councillor acts for one year – with the order set out at the beginning of the term

Respectfully submitted.

Nicky Kunkel, CAO Clerk-Treasurer

MEETING DATE: September 24, 2024
FROM: Nicky Kunkel, CAO Clerk-Treasurer
SUBJECT: **Housekeeping Zoning Bylaw**

RECOMMENDATION: that Council receive this report and delegate a draft housekeeping zoning bylaw with these matters to the Planning Advisory Committee with the assistance of the Planning Administrator, Clerk and Chief Building Official.

BACKGROUND

The Township of Bonfield began the Official Plan review in 2022 and the Ministry of Municipal Affairs and Housing received a draft in July of 2024. In this time there have been several changes to the Planning Act, a new Provincial Policy Statement as well as the introduction of new legislation to meet the province's goal of 1.5 million homes. Examples include *Cutting Red Tape Act to Build More Homes Act and the More Homes Built Faster Act*. Some of these new concepts and legislation have not been incorporated in the draft Official Plan provided to the Ministry. The Statutory Public meeting for the community to comment has not occurred as the timeline remains with the Ministry.

The intent is to complete a comprehensive review of the Township's Zoning Bylaw once the Official Plan is adopted. The timeline is realistically twelve to 18 months away. In the meantime, the Township needs to continue to address current trends and open policies to permit more housing development.

The Planning and Development staff have had meetings with residents who want to build smaller, more affordable dwellings for family members, they are seeking information and rules regarding shipping containers and hunt camps. Staff continue to experience contraventions in the rules for people living in non-dwelling buildings. Storage buildings are being built and used for purposes other than the intended and constructed purposes. There needs to be more defined rules for accessory structures prior to a primary use.

Residents want to do more with their property and a housekeeping bylaw will allow for changes to occur now and not wait two or more years.

ANALYSIS

Some of the new frequent questions posed to staff are outlined below.

1. Additional Dwelling Units

Additional Dwelling Units (ADUs) are ancillary and subordinate to the main dwelling unit on the property. The Township currently has policies for secondary dwelling units which this may expand upon. A secondary dwelling unit is permitted as long as one wall touching the main dwelling. There are policies for conversions as well for interior units within the primary unit.

The expanded policy would explore the potential of detached dwelling units, either within an accessory structure or as a standalone. The review must include property sizes, well and septic capabilities and approvals, parking and lot coverage along with minimum setbacks.

In general terms this could permit for an apartment above a garage or a dwelling unit in the back yard. All dwelling units must meet Building Code and Dwelling Occupancy standards.

2. Accessory Storage Structures

In 2024 the Building Code Act amended the maximum size for an accessory storage building from 108 square feet to 161 square feet that could be built without a building permit provided its only purpose is for storage. This means there is no plumbing or heating in the structure. They are not constructed to fire safety standards or for human habitation.

The existing zoning bylaw states that an accessory building shall not be erected prior to the erection of a permitted dwelling on the same lot except where it is necessary for the storage of tools and materials for the use in connection with the construction of such dwelling and no accessory building shall be used prior to the erection of such dwelling for any purpose other than such storage. This continues to be confusing for property owners who do use these structures for purposes other than storage and tighter rules are required. Many municipalities moved away from permitting accessory structures prior to the primary structure, being a dwelling or business.

The increase in the non-permitted size will further the noncompliance within the Township. A review of this policy should take place to protect the safety of residents, create a clearer understanding of the rules to maintain the character of the community and keep up to date with best practices.

3. Hunt Camps

The zoning bylaw currently does not permit hunt camps. It is common knowledge that there are hunt camps within the rural areas and it makes sense to create the appropriate policies within the planning framework to allow them. There are examples of solid policies that can assist in this including the minimum/maximum size, setbacks, and access.

4 Shipping Containers

These structures are becoming more popular, and staff are fielding questions regarding their ability to be used, how they are placed on a property and the permitting rules. With the new rules for larger storage structures residents are choosing the smaller shipping containers. Then staff field the calls from neighbours who do not like the containers. A framework for size and location will ensure rules are consistent and neighbourhood characteristics can be upheld to standards set by Council and residents.

Recommendation: That Council consider a housekeeping zoning bylaw with these four factors to address trends within the community. A full comprehensive review will be conducted within two years where there will be additional trends surfacing that need to be considered as well.

The process does include public engagement and a public meeting. Should Council consider the recommendation, once a draft is prepared the public will have an opportunity to comment.

Respectfully submitted
Nicky Kunkel, CAO Clerk-Treasurer



REPORT TO COUNCIL

MEETING DATE: September 16, 2024
FROM: Dave Vieira, Deputy Fire Chief
SUBJECT: Monthly Report to Emergency Services Committee

RECOMMENDATION

That the council of the municipality of Bonfield receives this report for information purpose only.

BACKGROUND

Dates from August 26 to September 16 the fire department has responded to 5 alarms, 4 medical responses, 1 Motor Vehicle accident – called off on route

Medical – Aug 31. On Scene at 11:08, 4 personal, 2 hour duration
Medical – Sept 3. On Scene at 09:05, 3 personal, 2 hour duration
MVC/FA – Sept 3. On Scene at 21:20, 7 personal, 2 hour duration
Medical – Sept 9. On Scene at 20:13, 4 personal, 2 hour duration
Medical – Sept 13 On Scene at 01:38, 2 personal, 2 hour duration

Year to date we have a total of 49 alarms

Volunteer staff sits at 22 members – 18 operational, 2 on leave of absence, 1 junior, 1 probationary

Pumper 5, pump 2 passed pump tests

Recent Training

Chapter 15 Overhaul, Property Conservation, and Scene Preservation

Lesson Goal

Firefighter shall be able to describe firefighters' roles during overhaul, salvage, and scene preservation.



September 30, 3 Firefighters are receiving OFC Testing taking place at Nipissing Fire Department

Community Involvement

Fire Prevention Week kick off October 6, Firefighters will be doing a door to door smoke alarm campaign as well as a open house October 7, fire safety, home escape plans, and kitchen safety.

Respectfully,

Dave Vieira
Deputy Fire Chief
Bonfield Township



THE CORPORATION OF THE TOWNSHIP OF BONFIELD
EMERGENCY SERVICES COMMITTEE MEETING
September 16th, 2024

PRESENT: Steve Featherstone, Chair Donna Clark, Vice-Chair
Dave Vieira, Deputy Fire Chief

STAFF PRESENT: Santana Chubb, Clerk

EXCUSED ABSENCE: Allan Reid, CEMC

1. Call to Order

Motion 1

Moved by Donna Clark
THAT this meeting be opened at 6:06 p.m.

Seconded by Dave Vieira

Carried Steve Featherstone

2. Adoption of Agenda

Motion 2

Moved by Dave Vieira
THAT the agenda for the Emergency Services Committee Meeting for September 16, 2024, be approved as circulated.

Seconded by Dona Clark

Carried Steve Featherstone

3. Disclosure of Pecuniary Interest: None for this session

4. Adoption of Previous Minutes

Motion 3

Moved by Donna Clark
THAT the minutes of the Emergency Services Committee Meeting held August 26, 2024, be adopted as circulated.

Seconded by Dave Vieira

Carried Steve Featherstone

5. Presentation & Delegations: None for this session

6. Staff Reports

6.a Report from Deputy Fire Chief regarding recent call reports.

The Deputy Fire Chief gave a brief report on recent calls from August 26 to date, and current volunteers.

From August 26 to current, there were a total of 5 calls. Four medical calls and one motor vehicle accident, called off on route.

- Medical call: August 31, on scene at 11:08, 4 personnel, 2-hour duration.

Emergency Services Committee Meeting, September 16th, 2024

- Medical call: September 3, on scene at 09:05, 3 personnel, 2-hour duration.
- Motor vehicle accident/false alarm: September 3, on scene at 21:20, 7 personnel, 2-hour duration.
- Medical call: September 9, on scene at 20:13, 4 personnel, 2-hour duration.
- Medical call: September 13, on scene at 01:38, 2 personnel, 2-hour duration.

Year to date, there have been a total of 49 alarms.

Current volunteer staff is 22, with 18 operational, 2 on leave of absence, 1 junior, and 1 probationary.

6.b Report from Deputy Fire Chief regarding recent training.

The Deputy Fire Chief reported on recent training and equipment.

Training:

- The volunteers have been doing in-house training on chapter 15, overhaul procedures, property conservation and scene preservation. The goal for this is training for the firefighters to be able to describe firefighters' roles during overhaul, salvage, and scene preservation.
- On September 30, 3 firefighters are receiving OFC testing, taking place at the Nipissing Fire Department.

Equipment:

- Pumper 5 and pumper 2 passed their pump tests.

6.c Report from Deputy Fire Chief regarding recent/upcoming community involvement.

The Deputy Fire Chief gave the following report.

- Fire Prevention Week starts October 6. The firefighters will be doing a door-to-door smoke alarm campaign, as well as an open house October 7. A second open house night may be possible later in the week, depending on the availability of the volunteers. The open house will include topics such as fire safety, home escape plans, and kitchen safety.
- The Fire Department will be hosting a haunted house on the night of Halloween.

7. Items for Committee Discussion

7.a Receive and review update on the Fire Protection grant.

The Deputy Fire Chief gave a brief update on progress of the grant.

- Two applications were submitted earlier this month for the Fire Protection Grant. One application was for the fire hall located in Bonfield, and the second for the fire hall located in Rutherglen. The Deputy Fire Chief will receive a response in a week or two informing him if the two applications were accepted or denied for the grant.

7.b Receive and review the Wildland Fire grant.

The Deputy Fire Chief gave an update on the progress of the grant.

- The Deputy Fire Chief is currently working on the Wildland Mitigation Strategy with the help of the MNR. With this, they'll be able to reduce structural ignition ability, and creating ignition resistance to the properties in Bonfield. This would focus on cleaning up the properties, as these vulnerable homes have a higher risk of catching ambers, causing fire to spread.
- The Deputy Fire Chief is inquiring into training for the firefighters to become Trained Assessors. This training would allow the firefighters the assess the properties in Bonfield to determine risks.

7.c Discuss the expanded use of CGIS for emergency response and data gathering.
 The Discussion was postponed till the next meeting due the absence of the CEMC.

8. Resolutions to be Considered for Council Recommendation: None for this session

9. Correspondence: None for this session

10. Closed Session: None for this session

11. Adjournment

Motion 5

Moved by Dave Vieira

THAT this meeting be adjourned at 6:15 p.m.

Seconded by Donna Clark

Carried Steve Featherstone

 CHAIR

 CLERK



THE CORPORATION OF THE TOWNSHIP OF BONFIELD
Minutes of the Recreation & Fitness Committee Meeting
September 9th, 2024 at 5:00 pm

PRESENT: Steve Featherstone, Chair Dan MacInnis, Vice Chair
 Lise Houle Sheena Whalen
 Sylvie Lamothe Holly Broadhaggen

ABSENT:

STAFF: Casandra Klooster, Secretary

1. Call to order

Moved by Dan MacInnis
Seconded by Sheena Whalen

THAT the Recreation & Fitness Committee Meeting be opened at 5:01 p.m.
Carried Steve Featherstone, Chair

2. Adoption of the Agenda

Moved by Sheena Whalen
Seconded by Sylvie Lamothe

THAT the draft agenda dated the 9th day of September, 2024 be adopted as prepared.
Carried Steve Featherstone, Chair

3. Disclosure of Pecuniary Interest and General Nature Thereof

None for this session

4. Adoption of Previous Minutes

Moved by Sylvie Lamothe
Seconded by Dan MacInnis

THAT the Minutes of the Recreation & Fitness Committee of August 12th, 2024 be adopted as circulated.
Carried Steve Featherstone, Chair

5. Presentations and Delegations

None for this session

6. Staff Reports

None for this session

7. Items for Committee Discussion

a. Halloween Parade

Committee discussed plans for the upcoming Halloween Parade. Tasks were assigned to Committee members to ensure sufficient donations, sponsorships and participation.

b. Christmas in Bonfield

Committee discussed plans for the Christmas in Bonfield event. The event will start with a parade at 1:00 pm from the Township Office to the Community Centre. This will be followed by the soup & chili contest, crafts, cookie exchange and music at the Community Centre from approximately 1:45 to 4:00 pm.

c. 2024 Events

Committee discussed plans for upcoming events. The Remembrance Day Ceremony will be held on November 8th, 2024 at the Township Office.

d. Recreation Committee Membership

Committee discussed what is expected of members who belong to the Recreation & Fitness Committee regarding attending meetings, and events.

e. Casandra Pugh Resignation

Moved by Dan MacInnis

Seconded by Sylvie Lamothe

That the Recreation & Fitness Committee recommends to Council to accept Cassandra Pugh's resignation from the Committee, that a letter be sent thanking her for her services; AND THAT advertising be placed on the website for members to sit on the Committee.

Carried Steve Featherstone, Chair

8. Motions to be Considered for Adoption

None for this session

9. Correspondence

None for this session.

10. Adjournment

Moved by Lise Houle

Seconded by Holly Broadhaggen

THAT the Recreation & Fitness Committee Meeting be adjourned at 5:46 p.m.

Carried Steve Featherstone, Chair

CHAIR

SECRETARY

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2024-56

Being a by-law to enter into an agreement with Circular Materials for the collection of Blue Box Material at the Bonfield Landfill Site

WHEREAS Circular Materials, is a federal not-for-profit corporation operating as Circular Materials Ontario (CMO); and

WHEREAS CMO has issued an offer to the Contractor in connection with the collection of Blue Box Material at Depots commencing April 1, 2025; and

WHEREAS the Council of the Township of Bonfield accepts the Province of Ontario's Producer Responsibility waste diversion and management programs.

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

1. **THAT** the attached agreement with Circular Materials for the collection of Blue Box Material at the Bonfield Landfill Site, is hereby accepted and attached as Schedule "A" to this By-Law; and
2. **THAT** the Mayor and Clerk be hereby authorized to execute this Agreement; and
3. **THAT** this by-law shall come into force and take effect upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24TH DAY OF SEPTEMBER 2024.

MAYOR

CLERK



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-152

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

Between

The Corporation of the Township Bonfield, a corporation incorporated under the laws of Ontario, having a place of business at 365 Highway 531, Bonfield ON P0H 1E0 ("Contractor")

And

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

RECITALS

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

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

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

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

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

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



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

[Remainder of Page Intentionally Left Blank]



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

The Corporation of the Township Bonfield

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 three-point seventy seven percent (3.77%) 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 three-point seventy seven percent (3.77%), 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 Bonfield
365 Highway 531,
Bonfield ON P0H 1E0
Attention: Alex Hackenbrook PW Manager

Email: pwmanager@bonfieldtownship.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 Bonfield	Bonfield Municipal Landfill	185 Bluesea Rd.	Bonfield	POH 1E0	Summer (May 1 – October 16) Wed - 4pm - 7pm Sat - 8am - 4pm Winter (October 17 – April 30) Sat - 8am - 4pm Holidays: Closed	Summer Wed= 3 Sat = 8 Winter Sat = 8 hrs Holidays = 0 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 Bonfield	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
Paper/Fibres	Newsprint	yes	no	no	no
	Magazines and Catalogues	yes	no	no	no
	Telephone Books	yes	no	no	no
	Household Fine Paper	yes	no	no	no
	Other Printed Paper	yes	no	no	no
	Corrugated Cardboard	no	yes	no	no
	Boxboard	no	yes	no	no
	Gable Top Cartons	no	yes	no	no
	Paper Laminates	no	yes	no	no
	Aseptic Containers	no	yes	no	no
Aluminum	Aluminum food or beverage cans	no	no	yes	no
	Aluminum Foil & Trays	no	no	yes	no
	Other Aluminum Packaging & Foil	no	no	yes	no
Plastics	PET Bottles (#1)	no	no	yes	no
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers	no	no	yes	no
	HDPE Containers (#2)	no	no	yes	no
	Tubs & Lids (#2, #4 & #5)	no	no	yes	no
	Other Bottles & Containers (#3, #5, #7)	no	no	yes	no
	Plastic film (LDPE/HDPE) (#2, #4)	no	no	no	no
	Plastic Laminates	no	no	yes	no
	Polystyrene Foam (#6)	no	no	no	no
	Polystyrene Crystal (#6)	no	no	no	no
Steel	Steel Food and Beverage Cans	no	no	yes	no
	Steel Aerosols	no	no	yes	no
	Steel Paint Cans	no	no	yes	no
Glass	Flint/Clear Glass	no	no	no	yes
	Coloured Glass	no	no	no	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 Bonfield	4/1/2025

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 1145 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

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

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$ 905, as adjusted in accordance with this Agreement, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$ 200 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority.

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

1.10 Total Residential Depot Operation Costs Adjustment

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

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

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

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

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:
- (b) Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.
- (c) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.9 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.



TOWNSHIP OF
RUSSELL

CERTIFIED RESOLUTION

Date: **August 26, 2024** **Item(s) no.:** 10 (ref. a)

Subject: Resolution to Support AMCTO Provincial Updates to the Municipal Elections Act

Moved by: **Jamie Laurin**

Seconded by: **Lisa Deacon**

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

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

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

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

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

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

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

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

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

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


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

BE IT RESOLVED THAT the Township of Russell calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections; and be it further

RESOLVED that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing, the Minister of Education, the Minister of Public and Business Service Delivery, Minister of Finance, the Premier of Ontario, MPP of Glengarry-Prescott-Russell and AMCTO.

MOTION APPROVED

I, Joanne Camiré Laflamme, Clerk of the Corporation of the Township of Russell, hereby certify that the foregoing is a true copy of the resolution adopted by the Council of the Corporation of the Township of Russell on the 26th day of August 2024.



Joanne Camiré Laflamme
Clerk



August 30, 2024

Doug Ford
Premier of Ontario

Sent via email: premier@ontario.ca

Dear Honourable Doug Ford:

Please be advised that Brantford City Council at its meeting held August 27, 2024 adopted the following:

12.2.4 Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

WHEREAS all Ontarians deserve and expect a safe and respectful workplace; and

WHEREAS municipal governments, as the democratic institutions most directly engaged with Ontarians, need respectful discourse; and

WHEREAS several incidents in recent years of abuse and workplace harassment have occurred amongst members of municipal councils; and

WHEREAS these incidents seriously and negatively affect the people involved and lower public perceptions of local governments; and

WHEREAS municipal Codes of Conduct are helpful tools to set expectations of Council members' behaviour; and

WHEREAS legislation would hold both accountable and protect all municipal offices; and

WHEREAS municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct and support appropriate accountability when it comes to perpetrating violence and harassment in the workplace; and

WHEREAS the fundamental underlying principle of broadening diversity, equity and inclusion in politics rests on the assumption the workplace is safe; and

WHEREAS government legislation would require Councillors to comply with the workplace violence and harassment policies, establish a process for removing individuals in substantiated cases of egregious violence or harassment, as well as

prevent officials whose seats have been vacated for such reasons from seeking immediate or subsequent re-election; and

WHEREAS the aforementioned elements are consistent with previously developed legislation, as well as current legislation tabled (Bill 207, Municipal Accountability and Integrity Act, 2024).

NOW THEREFORE BE IT RESOLVED:

- A. THAT the Corporation of the City of Brantford supports the call of the Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), Ontario Municipal Administrators Association (OMAA), Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), and more than 207 municipalities, for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments; and
- B. THAT the legislation encompasses:
- i. Updating municipal Codes of Conduct to account for workplace safety and harassment;
 - ii. Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario;
 - iii. Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province;
 - iv. Amending the Municipal Act, 2001 to require the establishment of a Board of Integrity Commissioners;
 - v. Amending both, the Municipal Act, 2001, and the City of Toronto Act, 2006, to allow a Commissioner of the Board of Integrity Commissioners to make an application for judicial review to vacate a member's seat and impose prescribed penalties if the Commissioner is of the opinion that the member has made certain contraventions of the Code of Conduct;
 - vi. Adding provisions to both Acts to allow the Commissioner to seek confirmation of certain determinations from a judge of the Superior Court;
 - vii. Introducing provisions to prohibit a member who has been removed from office from running in the election for the remainder of the term and the subsequent term; and
- C. THAT a copy of this resolution BE FORWARDED to the Premier of Ontario, Doug Ford; Minister of Municipal Affairs and Housing, Paul Calandra; Attorney General, Doug Downey; Charmaine Williams, Associate Minister of Women's

Social and Economic Opportunity; Will Bouma, Member of Provincial Parliament; Larry Brock, Member of Parliament; the Association of Municipalities of Ontario (AMO); and Ontario municipalities.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
City Clerk, cgauthier@brantford.ca

cc Minister of Municipal Affairs and Housing, Paul Calandra
Attorney General, Doug Downey
Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity
Will Bouma, Member of Provincial Parliament
Larry Brock, Member of Parliament
Association of Municipalities of Ontario (AMO)
Ontario municipalities



**TOWNSHIP OF
BRUDENELL, LYNDOCH AND RAGLAN**

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

September 5, 2024

Re: Sustainable Funding for OPP Small Rural Municipalities

Please be advised that at their last Regular Meeting of Council on Wednesday September 4th, 2024, the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan supported the following resolution:

Resolution # 2024-09-04-09

Moved By: Councillor Banks

Seconded by: Councillor Quade

“Be It Resolved that Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan does hereby endorse the letter from the Municipality of Tweed and request the Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities and;

Furthermore, that a copy of the resolution be circulated to Premier Doug Ford, Minister of Solicitor General, Minister of Finance, the Association of Municipalities of Ontario and all Municipalities in Ontario.”

CARRIED.

Sincerely,

Tammy Thompson

Deputy Clerk



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

July 10, 2024

Municipality of Tweed
255 Metcalf St
Tweed, Ontario
K0K 3J0

At the Township of Terrace Bay Regular Council Meeting held on Tuesday July 2, 2024, the following resolution was passed.

Re: Sustainable Funding for OPP small rural municipalities

Resolution: 207-2024
Moved by: Councillor Gary Adduono
Seconded by: Councillor Rick St. Louis

WHEREAS it is apparent that the Ontario Government has overlooked the needs of small rural Ontario; **AND**

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads, bridges, water/wastewater and municipally owned buildings including recreational facilities, libraries and other tangible capital assets:

AND WHEREAS small rural Ontario's operating needs consume the majority of property tax revenue sources; **AND WHEREAS** small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone; ***AND**

WHEREAS in 2015 the provincial government moved to standardized billing for all non-contract D.P.P. (5.1) locations; **AND WHEREAS** the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway; and \$534 million to Ottawa for the repatriation of Hwy 174; **AND WHEREAS** the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract (5.1) municipalities is approximately \$428 million;

AND WHEREAS this annual cost is significantly less than the repatriation costs of the Gardiner Express Way, the Don Valley Parkway and Highway 174 (Ottawa Region) but provides a greater impact to the residents of the Province overall; **AND WHEREAS** this will afford relief to small rural municipalities for both infrastructure and operating needs while having a minimal impact on the provincial budget; **NOW**

THEREFORE BE IT RESOLVED THAT The Municipality of Tweed call on the Ontario Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities:



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

AND FURTHER, that Council direct staff to circulate this resolution to Premier Doug Ford (premier@ontario.ca), Minister of Solicitor General, Minister of Finance, MPP for Thunder bay-Superior North, Lise Vaugeois and to the Association of Municipalities of Ontario (amo@amo.on.ca) and at Municipalities of Ontario.

Sincerely,

J. Hall
Chief Administration Officer/Clerk



AMANDA FUSCO
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
amanda.fusco@kitchener.ca
TTY: 519-741-2385

September 19, 2024

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on August 26, 2024, passed the following resolution regarding Renovictions and Safe and Adequate Housing:

"WHEREAS the City of Kitchener adopted the resolution, "Renovictions' - Safe and Adequate Housing" on October 18, 2021, advocating to the Province of Ontario to take additional and meaningful steps to address the ever-increasing problem of Renovictions;

WHEREAS the City of Kitchener is taking meaningful steps to help address the issue with the legislated tools available to municipalities including adopting Inclusionary Zoning By-law and a Rental Replacement By-law;

THEREFORE IT BE RESOLVED that the City of Kitchener supports the resolution adopted by the City of Toronto to urge the Province of Ontario to proclaim and bring into force all regulations pertaining to Bill 97, Helping Homebuyers, Protecting Tenants Act, 2023,

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener supports the resolution adopted by the City of Toronto to request to the Province of Ontario to amend the Residential Tenancies Act, 2006, and/or related regulations to:

- a. reintroduce vacancy control legislation which ties rents to residential units rather than tenancies;
- b. introduce rent control to cover units first occupied after November 15, 2018;
- c. require landlords of residential units to be responsible for finding temporary accommodation or provide sufficient relocation assistance for their tenants for the duration of the renovations if tenants intend to return post - repair/renovation;

- d. require landlords to obtain a building permit before issuing an N13 notice of termination, provide a copy of the applicable permit to tenants together with any N13 notice of termination, require evidence that the permit was delivered with the N13 notice of termination as part of any L2 application to end a tenancy filed on that basis, and require the approved permit be provided to the LTB as part of any L2 application to end a tenancy filed on the basis of an N13 notice of termination;
- e. provide the same rights and compensation afforded to tenants in buildings with five (5) or more units to those in buildings with less than five (5) units;
- f. increase the required compensation for tenants in no-fault evictions;
- g. remove ex parte eviction orders for breached repayment agreements;
- h. require landlords to attach a plain-language tenants' rights information package to N13 eviction notices;
- i. regulate N11s and buy-out agreements; and
- j. amend Above Guideline Increase (AGI) rules to eliminate the eligibility of capital expenditures that constitute general repair and maintenance of the property; add a new subsection requiring landlords to save 10 percent of rental income to be accessed for capital expenditures; and require landlords to notify tenants of the decrease in advance of the date when rent is required to be reduced as specified in an order permitting an AGI related to eligible capital expenses;

THEREFORE BE IT FURTHER RESOLVED that the City of Kitchener supports the resolution adopted by the City of Toronto to urge to the province of Ontario to make the following operational changes to the Landlord Tenant Tribunal (LTB):

- a. allow tenants the right to in-person LTB hearings to eliminate technological barriers for individuals who do not have access to digital devices or reliable internet connection;
- b. simplify LTB notices with plain language so they are easily understood and ensure all forms include a tracking number that is linked to a public registry; and
- c. establish a provincial rental registry that tracks building ownership, rental rates, AGIs and their expiry dates, and LTB eviction filings and their outcomes; and monitor data on N12 and N13 evictions.

THEREFORE BE IT FINALLY RESOLVED that a copy of this motion be sent to the Association of Municipalities of Ontario, the Premier of Ontario, the Ministry of Municipal Affairs and housing, all other municipalities within Ontario, the Region of Waterloo and other Municipalities for their consideration and possible endorsement.”

Yours truly,



A. Fusco
Director of Legislated Services & City Clerk

Cc: Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Colin Best, President, Association of Municipalities Ontario
Will Short, Clerk, Region of Waterloo
Ontario Municipalities
Sloane Sweazey, Senior Policy Advisor, City of Kitchener

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2024-57

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

WHEREAS it is the desire of Council to confirm all Proceedings and By-Laws:

NOW THEREFORE the Council of the Corporation of the Township of Bonfield **ENACTS AS FOLLOWS:**

1. THAT the Confirmatory Period of this By-Law shall be for all Regular Council and Special Meetings from September 10, 2024 to September 24, 2024 inclusive.
2. THAT all By-Laws passed by the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.
3. THAT all resolutions passed by the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.
4. THAT all other proceedings, decisions and directions of the Council of the Township of Bonfield during the period mentioned in Section 1 are hereby ratified and confirmed.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF SEPTEMBER 2024.

MAYOR

CLERK