



## The Corporation of the Township of Malahide

### A G E N D A

February 16, 2023 – 7:30 p.m.

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**Springfield & Area Community Services Building  
51221 Ron McNeil Line, Springfield**

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**\*\* Note:** At this time, seating capacity is limited and those individuals with matters pertaining to agenda items will be prioritized for in person attendance.  
The meeting is also streamed live on YouTube and available after for viewing.

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Closed Session at 7:00p.m. **RES 1-2**
  - (ii) Training and education for the purpose of professional development relating to a Council orientation session on strategic planning.
- (D) Approval of Previous Minutes **RES 3 (Pages 7-17)**
- (E) Presentations/Delegations/Petitions
  - Presentation– Recognition to Malahide Resident Shelby Laidlaw, Gold Medal Winner 2023 International Ice Hockey Foundation Women’s World Championship.
  - Presentation – Dan Reid, Rosemary Kennedy & Kathi Vandermeer - Aylmer - Malahide Museum & Archives. **RES 4**
- (F) Reports of Departments
  - (i) Director of Fire & Emergency Services
    - Cost Recovery for Services Provided by Fire and Emergency Services **RES 5 (Pages 18-32)**

- (ii) Director of Public Works
  - Blue Box Collection Agreement 2023 – 2025 **RES 6 (Pages 33-128)**
  - Tender Award – Burks Drain No.3 **RES 7 (Pages 129-130)**
  - Tender Award – Pressey Line Drain **RES 8 (Pages 131-132)**
  - Tender Award – Kettle Creek Drain **RES 9 (Pages 133-134)**
  - Request to Withdraw Petition – Thompson Drain, Branches D & E **RES 10 (Pages 135-138)**
  - Tender Results: 2023-2025 Roadside Grass Cutting **RES 11 (Pages 139-143)**
- (iii) Director of Finance/Treasurer
- (iv) Clerk
  - Implementation of Fleet Management Committee **RES 12 (Pages 144-148)**
  - Outstanding Committee Appointments **RES 13 (Pages 149-151)**
- (v) Building/Planning/By-law
- (vi) CAO
- (G) Reports of Committees/Outside Boards **RES 14**
  - (i) Long Point Region Conservation Authority – Minutes of January 11, 2023 **(Pages 152-160)**
  - (ii) East Elgin Community Complex Board of Management – Minutes of January 31, 2023 **(Pages 161-165)**
- (H) Correspondence **RES 15**
  1. Association of Municipalities of Ontario - Watch File – dated February 2, 2023 and February 9, 2023. **(Pages 3-9)**
  2. County of Elgin, Township of Champlain, and Town of Caledon - Correspondence received regarding letter of support of Township of Malahide Federal Cannabis act Review Resolution. **(Pages 10-12)**
  3. County of Huron – Resolution requesting review of Cannabis Act. **(Pages 13-15)**
  4. Elgin County Economic Development & Tourism – What's New in Elgin – February 2023 issue. **(Pages 16-35)**
  5. Corporation of the City of Brantford – Resolution regarding Via Rail Cancellations. **(Pages 36-37)**
  6. Southwestern Public Health– Closure of Mass Immunization. **(Page 38)**
  7. Ontario Farmland Trust – Ontario Farmland Forum. **(Page 39)**

8. Ontario Provincial Police – Correspondence received regarding the tragic event in Memphis Tennessee – Tyre Nichols. **(Pages 40-41)**
9. Municipality of West Elgin – Correspondence received requesting the County of Elgin review By-law EC-1 Parking By-law. **(Page 42)**
10. Town of Aylmer – Planning Applications **(Pages 43-51)**
  - Notice of Public Meeting - Draft Plan of Subdivision, Draft Plan of Condominium and Zoning By-law Amendment
  - Notice of Passing – Zoning By-law Amendment – Part of Lot 13, Registered Plan 76 (being Part 1 on RP 11R-7789)
  - Notice of Public Hearing – 313 John Street South, Aylmer
11. Municipality of Thames Centre – Planning Applications **(Pages 52-54)**
  - Housekeeping Amendment By-law
  - Notice of Public Meeting – Official Plan Amendment
12. Municipality of Central Elgin – Planning Applications **(Pages 55-59)**
  - Notice of Application & Public Meeting – Zoning By-law Amendment – 42595 Walnut Street
  - Notice of Public Information Centre – Municipal Class Environmental Assessment
  - Zoning By-law Amendment for Employment Lands - North of Talbot Line (Highway 3), east of Centennial Avenue (Highway 3) and west of Yarmouth Centre Road

(I) Other Business

(J) By-laws **RES 16**

(i) By-law No. 23-02 – Third Reading of W. McIntyre Drain **(Pages 166-167)**

(K) Closed **RES 17-18**

(i) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to taxation matters.

(L) Confirmatory By-law **RES 19 (Page 168)**

(M) Adjournment **RES 20**

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*PLEASE NOTE that the draft resolutions provided below DO NOT represent decisions already made by the Council. They are simply intended for the convenience of the Council to expedite the transaction of Council business. Members of Council will choose whether or not to move the proposed draft motions and the Council may also choose to amend or defeat them during the course of the Council meeting.*

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1. THAT Council move into Closed Session at \_\_\_\_\_ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following

- (i) Training and education for the purpose of professional development relating to a Council orientation session on strategic planning.

2. THAT Council move out of Closed Session and reconvene at \_\_\_\_\_ p.m. in order to continue with its deliberations.

3. THAT the minutes of the regular meeting of the Council held on February 2, 2023 be adopted as printed and circulated.

4. THAT the presentation from Dan Reid, Rosemary Kennedy & Kathi Vandermeer on behalf of the Aylmer-Malahide Museum & Archives, be received.

5. THAT Report No. F-23-02 entitled "Cost Recovery for Services Provided by Fire and Emergency Services" be received;

AND THAT Council repeal By-law Nos. 17-31 and 21-06;

AND THAT the proposed Fire Services Cost Recovery By-law be approved as presented;

AND THAT the Director of Fire & Emergency Services monitor the performance of this Cost Recovery By-law and present an update report to Council in early 2024.

6. THAT Report No. PW-23-05 entitled "Blue Box Collection Agreement 2023 – 2025" be received;

AND THAT the Mayor and Clerk be authorized to enter into a 3-year contract with Circular Materials for the collection of Blue Box Materials and related services.

7. THAT Report No. PW-23-10 entitled "Tender Award – Burks Drain No.3" be received;

AND THAT the tender for the Burks Drain No.3 be awarded to Robert M. Simon Construction Ltd., in the amount of \$55,026.25 (plus applicable taxes).

8. THAT Report No. PW-23-11 entitled "Tender Award – Pressey Line Drain" be received;

AND THAT the tender for the Pressey Line Drain be awarded to Van Gorp Drainage and Excavating Inc., in the amount of \$ 116,300.00 (plus applicable taxes).

9. THAT Report No. PW-23-12 entitled "Tender Award – Kettle Creek Drain" be received;

AND THAT the tender for the Kettle Creek Drain be awarded Robert M. Simon Construction Ltd., in the amount of \$178,151.00 (plus applicable taxes).

10. THAT Report No. PW-23-08 entitled "Request to Withdraw Petition – Thompson Drain, Branches D & E" be received;

AND THAT the Notice of Engineers Recommendation to Not Proceed with Drainage works at 10545 Imperial Road, property owned by Silvercreek Solar Park Inc. (formerly Hydro One Networks) be received;

AND THAT the request to withdraw the Petition be approved.

11. THAT Report No. PW-23-13 entitled “Tender Results: 2023-2025 Roadside Grass Cutting” be received;

AND THAT the contract for the 2023-2025 Roadside Grass Cutting be awarded to Fitch General Contracting Inc., of Delhi, Ontario, in the amount of \$45,844.00 in 2023 (excluding applicable taxes);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Fitch General Contracting Inc. for the purpose of completing the 2023-2025 Roadside Grass Cutting Program.

12. THAT Report CLERK-23-01 entitled “Implementation of Fleet Management Committee” be received;

AND THAT the appointment of two (2) members of Council to the Fleet Management Committee be included to the Committee Appointment By-law.

13. THAT Report CLERK-23-02 entitled “Outstanding Committee Appointments” be received;

AND THAT the Clerk be directed to prepare the necessary by-law for Council’s consideration at a future meeting.

14. THAT the following Reports of Committees/Outside Boards be noted and filed:

- (i) Long Point Region Conservation Authority – Minutes of January 11, 2023
- (ii) East Elgin Community Complex Board of Management–Minutes of January 31, 2023

15. THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated February 2, 2023 and February 9, 2023. **(Pages 3-9)**
- 2. County of Elgin, Township of Champlain, and Town of Caledon - Correspondence received regarding letter of support of Township of Malahide Federal Cannabis act Review Resolution. **(Pages 10-12)**
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  - Notice of Public Meeting - Draft Plan of Subdivision, Draft Plan of Condominium and Zoning By-law Amendment

- Notice of Passing – Zoning By-law Amendment – Part of Lot 13, Registered Plan 76 (being Part 1 on RP 11R-7789)
- Notice of Public Hearing – 313 John Street South, Aylmer

11. Municipality of Thames Centre – Planning Applications (**Pages 52-54**)

- Housekeeping Amendment By-law
- Notice of Public Meeting – Official Plan Amendment

12. Municipality of Central Elgin – Planning Applications (**Pages 55-59**)

- Notice of Application & Public Meeting–Zoning By-law Amendment – 42595 Walnut St.
- Notice of Public Information Centre – Municipal Class Environmental Assessment
- Zoning By-law Amendment for Employment Lands - North of Talbot Line (Highway 3), east of Centennial Avenue (Highway 3) and west of Yarmouth Centre Road

16. THAT By-law No. 23-02 being a By-law to provide for Drainage works on the W. McIntyre Drain Reassessment, be read a third time, finally passed, and be properly signed and sealed.

17. THAT Council move into Closed Session at \_\_\_\_\_ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following:

(i) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board relating to taxation matters.

18. THAT Council move out of Closed Session and reconvene at \_\_\_\_\_ p.m. in order to continue with its deliberations.

19. THAT By-law No.23-06, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

20. THAT the Council adjourn its meeting at \_\_\_\_\_ p.m. to meet again on March 2, 2023, at 7:30 p.m.

**The Corporation of the Township of Malahide****February 2, 2023 – 7:30p.m.**Virtual Meeting – <https://youtu.be/Om1BBAbGd30>

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The Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. Seating capacity is limited and those individuals with matters pertaining to agenda items were prioritized for in person attendance. The following were present:

**Council:** Mayor D. Giguère, Deputy Mayor M. Widner, Councillor S. Leitch, Councillor J. Wilson, Councillor S. Lewis, and Councillor C. Glinski.

**Staff:** Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Public Works M. Sweetland, Director of Finance A. Boylan, and Director of Fire & Emergency Services J. Spoor.

**Via Zoom:** Councillor R. Cerna

**Absent:**

**CALL TO ORDER:**

Mayor Giguère took the Chair and called the meeting to order at 7:30p.m.

**DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:**

Deputy Mayor Widner disclosed a pecuniary interest with respect to Council Agenda items D – Court of Revision – W. McIntyre Drain. The nature of the conflict being that a Partner at Spriet Associates is an immediate relative of his.

**MINUTES:**

**No. 23-045**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the minutes of the regular meeting of the Council held on January 19, 2023 be adopted as printed and circulated.**

**Carried**

**PRESENTATIONS/DELEGATIONS/PETITIONS:**

- Court of Revision – W. McIntyre Drain

Deputy Mayor Widner declared a conflict of interest with respect to Council Agenda items D – Court of Revision – W. McIntyre Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

**No. 23-046**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the W. McIntyre Drain:**

**Mayor Dominique Giguère (Chair)**

**Councillor John H. Wilson**

**Councillor Sarah Leitch**

**Carried**

**No. 23-047**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the Court of Revision for the W. McIntyre Drain be called to order at 7:33p.m.**

**AND THAT Dominique Giguère be appointed Chair.**

**Carried**

The Drainage Engineer, George Vereyken, of Spriet Associates provided an overview of the Drain application and assessments.

Chair Giguère inquired if any written comments/objections had been received and was advised that there were none.

Chair Giguère inquired if anyone wished to make comment regarding their assessment and there were none.

Chair Giguère inquired if any persons were in attendance that wished to comment or ask questions concerning the Drainage Report and there were none.

Chair Giguère inquired if any members of Council had any questions concerning the Drainage Report and there were none.



**No. 23-048**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the Court of Revision members for the W. McIntyre Drain do hereby accept the recommendations of Drainage Engineer John M. Spriet; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated November 8,2022.**

**Carried**

**No. 23-049**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the Court of Revision relating to the W. McIntyre Drain be adjourned and the Council Meeting reconvene at 7:36p.m.**

**Carried**

Deputy Mayor Widner returned to his seat at the Council table.

-Public Meeting – Zoning By-law– Applicant, Deren Lyle (c/o CJDLC) on behalf of Performance Communities Realty Inc. and Schipper Farms Ltd.

**No. 23-050**

**Moved By: Scott Lewis**

**Seconded By: John H. Wilson**

**THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z17-22 of Performance Communities Realty Inc. and Schipper Farms Ltd, relating to the property located at CON NTR PT LOT 80 PCL 80-1;RP 11R2571 PARTS 4,5&6, Concession North of Talbot Road; be called to order at 7:37p.m.**

**Carried**

Mayor Giguère advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property.

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on January 11<sup>th</sup> and 18<sup>th</sup>. In addition, affected property owners within 120 meters were sent a notice by prepaid first-class mail that was posted at least twenty days prior to this meeting.

Mayor Giguère requested that Eric Steele of Monteith Brown provide an overview of the Application and he did so.

Mayor Giguère asked if the applicant had anything to add and they did not.

Mayor Giguère asked if any Council Members wished to make any comments regarding the application. Councillor Glinski inquired if the property was owned by Aylmer or Malahide. CAO Betteridge confirmed its not owned by Aylmer or Malahide but rather is Privately owned. Deputy Mayor Widner inquired about the property being landlocked but there is driveway shown on the mapping. Mr. Steele stated that the driveway would be eliminated if the proposed subdivision occurs. The applicant, Mr. Lyle of CJDL, confirmed this. Councillor Widner asked if the vegetation would be removed because of the driveway removal. Mr. Lyle stated that the existing vegetation will remain and there will be a proposed multi use trail connection to the existing trail and existing infrastructure within that area that will service the subdivision.

Mayor Giguère asked if anyone was in attendance that wished to make comment and there was not.

**No. 23-051**

**Moved By: John H. Wilson**

**Seconded By: Chester Glinski**

**THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z17-22 of Performance Communities Realty Inc. and Schipper Farms Ltd, relating to the property located at CON NTR PT LOT 80 PCL 80-1;RP 11R2571 PARTS 4,5&6, Concession North of Talbot Road; be adjourned and the Council reconvene at 7:45p.m.**

**Carried**

**No. 23-052**

**Moved By: Rick Cerna**

**Seconded By: Scott Lewis**

**THAT Report No. DS-23-03 entitled “Zoning By-law Amendment Application of Performance Communities Realty Inc. and Schipper Farms Ltd. Authorized Agent: Deren Lyle (c/o CJDL)” be received;**

**AND THAT the Zoning By-law Amendment Application No. D14-Z17-22 of Performance Communities Realty Inc. and Schipper Farms Ltd. (Authorized Agent: Deren Lyle (c/o CJDL)), relating to the property located at Performance Communities Realty Inc. and Schipper Farms Ltd, BE APPROVED for the reasons set out in this Report.**

**Carried**

**-Public Meeting-Zoning By-law Amendment – Applicant, Joseph M. Hentz on behalf of James & Doreen MacIntyre**

**No. 23-053**

**Moved By: Mark Widner**

**Seconded By: John H. Wilson**

**THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z19-22 of James and Doreen MacIntyre, relating to the property located at CON 8 N PT LOT 6; and known municipally as Part Lot 6, Concession 8, 11R-6241, Part 2; be called to order at 7:47p.m.**

**Carried**

Mayor Giguère advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property.

Mayor Giguère asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks on January 11<sup>th</sup> and 18<sup>th</sup>. In addition, affected property owners within 120 meters were sent a notice by prepaid first-class mail that was posted at least twenty days prior to this meeting.

Mayor Giguère requested that Eric Steele of Monteith Brown provide an overview of the application. Eric Steele provided an overview of the zoning application that had been submitted for the property.

Mayor Giguère asked if the applicant had anything to add and they did not.

Mayor Giguère asked if any Council Members wished to make any comments regarding the application and they did not.

Mayor Giguère asked if anyone was in attendance that wished to make comment and there was not.

**No. 23-054**

**Moved By: John H. Wilson**

**Seconded By: Sarah Leitch**

**THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z19-22 of James and Doreen MacIntyre, relating to the property located at CON 8 N PT LOT 6; and known municipally as Part Lot 6, Concession 8, 11R-6241, Part 2; be adjourned and the Council reconvene at 7:51p.m.**

**Carried**

**No. 23-055**

**Moved By: Scott Lewis**

**Seconded By: Chester Glinski**

**THAT Report No. DS-23-04 entitled “Zoning By-law Amendment Application of James and Doreen MacIntyre” be received;**

**AND THAT the Zoning By-law Amendment Application No. D14-Z19-22 of James and Doreen MacIntyre, relating to the property located at CON 8 N PT LOT 6, and known municipally as Part Lot 6, Concession 8, 11R-6241, Part 2, BE APPROVED for the reasons set out in this Report.**

**Carried**

**REPORTS OF DEPARTMENTS:**

Director of Fire & Emergency Services

- Malahide Fire and Emergency Services -2022 Year End Report

**No. 23-056**

**Moved By: John H. Wilson**

**Seconded By: Mark Widner**

**THAT Report No. F23-01 entitled “Malahide Fire and Emergency Services – 2022 Year End Report” be received.**

**AND THAT the Officers appointed for Malahide Fire Services effective January 1, 2023 are: South Station – District Chief, Randy Loewen; District Deputy Chief, Jason Brown; Captains: Joseph DeRyk Jr., Dylan DeKraker, Randy Huse, Andy Lamb, Scott Salmon, and Harmen Schuurman; North Station – District Chief, Ryan DeSutter, District Deputy Chief, Dave Bradley; Captains: Aaron Bradley, Rob DeSutter, Dennis Johnson, Mark Moyer, Rob Lindsay and Corey VanDenNest.**

**Carried**

Director of Public Works

- Tender Award Follow-up Report re: Single Axle Dump Truck Complete with Winter Control Equipment

**No. 23-057**

**Recorded Vote**

Deputy Mayor Mark Widner	No
Ward 1 Councillor Sarah Leitch	Yes
Ward 2 Councillor John H. Wilson	No
Ward 3 Councilor Rick Cerna	No
Ward 4 Councillor Scott Lewis	Yes
Ward 5 Councillor Chester Glinski	No
Mayor Dominique Giguère	Yes

**THAT Report No. PW-23-07 entitled “Tender Award Follow-up Report re: Single Axle Dump Truck Complete with Winter Control Equipment be received;**

**AND THAT the bid received from Team Truck Centres of London, Ontario in the amount of \$358,505.00 (plus applicable taxes), for the purchase of one new single axle dump truck complete with winter control equipment be accepted;**

**THAT Staff be directed to prepare terms of reference to establish the Township Equipment Committee as a formal Committee of Council;**

**AND THAT Staff be directed to report on an updated Long-Term Financial Plan for all Township Fleet replacement cycle.**

**Defeated**

**No. 23-058**

**Moved By: Rick Cerna**

**Seconded By: Scott Lewis**

**THAT Staff be directed to prepare terms of reference to establish the Township Equipment Committee as a formal Committee of Council;**

**AND THAT Staff be directed to report on an updated Long-Term Financial Plan for all Township Fleet replacement cycle.**

**Carried**

CAO

- Shared Director of Development Services Recruitment

**No. 23-059**

**Moved By: Mark Widner**

**Seconded By: Sarah Leitch**

**THAT Report No. CAO-23-01 entitled “Shared Director of Development Services Recruitment” be received;**

**AND THAT Council directs the Chief Administrative Officer to formally invite the Bayham Mayor, Deputy Mayor (or designate(s)) and the CAO of the Municipality of Bayham to sit with the Township’s Mayor, Deputy Mayor (or designate(s)), CAO, and the HR Manager to form the Recruitment Committee for the hiring of a new Director of Development Services.**

**Carried**

**REPORTS OF COMMITTEES/OUTSIDE BOARDS:**

-Terrace Lodge Redevelopment Fundraising Committee – Recruitment of Members

**No. 23-060**

**Moved By: Mark Widner**

**Seconded By: Rick Cerna**

**THAT the correspondence from Elgin County regarding recruitment of members for the Terrace Lodge Redevelopment Fundraising Committee be received;**

**AND THAT Council appoint Sarah Leitch to the Terrace Lodge Redevelopment Fundraising Committee for the four-year Council term.**

**CORRESPONDENCE:**

Mayor Giguère referenced the correspondence item from the Town of Aylmer in regards to the Development of the Industrial Park Municipal Class Environmental Assessment Study and suggests that staff continue to monitor the results of the study.

**No. 23-061**

**Moved By: Scott Lewis**

**Seconded By: Chester Glinski**

**THAT the following correspondence be noted and filed:**

1. Association of Municipalities of Ontario - Watch File – dated January 26, 2023.  
**(Pages 2-5)**
2. Town of Petrolia – Resolution requesting school boards become responsible for conducting their own trustee elections or for compensation to be provided to municipalities for overseeing them. **(Page 6)**
3. Township of Malahide - Zoning By-law Amendment Application No. D14-Z14-22– Correspondence received from Michael Down (agent) in response to denied rezoning application at 49485 Dexter Line. **(Page 7)**
4. Municipality of Killarney & Township of Huron-Kinloss - Correspondence received regarding letter of support of Township of Malahide Federal Cannabis Act Review Resolution. **(Pages 8-10)**
5. Elgin County Economic Development & Tourism – What's New in Elgin – January 2023 issue. **(Pages 11-30)**
6. Municipal Property Assessment Corporation – 2022 Municipal Partnership Report. **(Page 31)**
7. City of Kitchener – Resolution regarding the Ontario's Big City Mayors (OBCM) Bill 23, More Homes Built Faster Act, 2022. **(Pages 32-34)**
8. Kettle Creek Conservation Authority – Notice of Meeting for Levy Approval. **(Pages 35-36)**
9. City of Thunder Bay – Bill 42 – Gender Affirming Healthcare Act **(Page 37)**
10. Grand River Conservation Authority – Pre-Consultation notice regarding proposed changes to the Kettle Creek Source Protection Plan. **(Pages 38-43)**
11. Town of Aylmer – Planning Applications
  - Notice of Completion - Development of Industrial Park - Municipal Class Environmental Assessment Study. **(Page 44)**
  - Notice of Rescheduled Public Meeting – 62 Pine Street West. **(Pages 45-47)**

**Carried**

## **OTHER BUSINESS:**

Councillor Wilson commented on a call he received about drainage requirements. He inquired if the sizes of drain materials were increasing based on requirements or if engineers were simply asking for larger and if things are being over engineered. If it's a want and not a requirement it would decrease the costs to the landowners and areas downstream, like Port Bruce could be saved some significant waterflows. Director of Public Works Sweetland noted the downstream implications of projects can be significant but when a petition is received they look at standard and alternatives practices and they look at the downstream effects. All of these items can be reviewed and altered at the site meeting. Deputy Mayor Widner noted that drains were also designed to slow the water down and if storm water management is ever implemented. Director Sweetland reiterated that discussions and considerations are made at the time of site meeting and these items, if determined to be wanted, amongst the property owners can be built into the design. Councillor Glinski stated that the type of soil that is being drained needs to be considered as well in these considerations.

Mayor Giguère indicated that this would be a beneficial topic at one of the upcoming orientation sessions that are to be scheduled for Council.

Deputy Mayor Widner mentioned the ROMA convention that he, the Mayor and the CAO attended a few weeks prior and that there were a lot of good workshops and seminars with information on recycling, home building, homelessness, indigenous affairs amongst other good topics.

Deputy Mayor Widner stated that there was an upcoming County Council budget consideration meeting that the public should attend. Mayor Giguère confirmed that the budget open house was February 6, 2023, beginning at 5:30p.m. at the Elgin County Building. The budget is available online and has been shared by the Township on their social media page for residents to review.

Councillor Wilson inquired about the grant opportunity that was discussed at the EECC meeting and if there are any opportunities for Malahide to apply for these funding opportunities. CAO Betteridge stated that he had consulted with Director Sweetland and there was nothing that currently fit the requirements of the specified grant matching with the current capital plans. Councillor Wilson inquired when he did review the information, a water treatment plant was listed and this money could go along way to a project like that. Mayor Giguère noted that grant notifications are provided to staff so they are aware of what opportunities are out there but generally you have to have the project ready and then apply for funding after. Councillor Wilson recognized the requirement to have a shovel ready project but noticed that there were multiyear timeframes listed. CAO Betteridge stated that if or when there is a project for water or sewer extensions ready, upper level funding will be required to make it feasible and we will take advantage of any opportunities at that point. Deputy Mayor Widner inquired about the grant criteria for HVAC systems. Director of Public Works reiterated that there were no funding initiatives of this grant that fit the current projects and that we don't create a project to fit a grant but rather have a project in mind and then we find a grant.



Councillor Wilson acknowledged the topic of homelessness that Deputy Mayor Widner had mentioned as a topic of the recent ROMA convention and wanted to inform everyone that the Family Central is having an open house around this topic and he would provide details about the event at a later date. Mayor Giguère recognized that there are some good programs and initiatives in the community being done in respect to homelessness and it's tricky for a municipality to know its role and how to contribute to the solution.

**CONFIRMATORY:**

**No. 23-062**

**Moved By: Rick Cerna**

**Seconded By: Scott Lewis**

**THAT By-law No.23-09, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.**

**Carried**

**ADJOURNMENT:**

**No. 23-063**

**Moved By: Mark Widner**

**Seconded By: Chester Glinski**

**THAT the Council adjourn its meeting at 8:56p.m. to meet again on February 16, 2023, at 7:30 p.m.**

**Carried**

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Mayor – D. Giguère

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Clerk – A. Adams



## Report to Council

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**REPORT NO.:** F-23-02

**DATE:** February 16, 2023

**ATTACHMENT:** a) Draft By-Law - Fire and Emergency Services Cost Recovery Fees; and b) Current By-law No. 21-06

**SUBJECT:** **COST RECOVERY FOR SERVICES PROVIDED BY FIRE AND EMERGENCY SERVICES**

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### Recommendation:

**THAT Report No. F-23-02 entitled “Cost Recovery for Services Provided by Fire and Emergency Services” be received;**

**AND THAT Council repeal By-law Nos. 17-31 and 21-06;**

**AND THAT the proposed Fire Services Cost Recovery By-law be approved as presented;**

**AND THAT the Director of Fire & Emergency Services monitor the performance of this Cost Recovery By-law and present an update report to Council in early 2024.**

### Background:

The Municipal Act, 2001, S.O. 2001, c. 25 (s. 391 (1) a) provides that a municipality may impose fees or charges “for services or activities provided or done by on or behalf of it”.

The Municipal Act (s. 391 (3)) also provides that the “costs included in fee or charge may include costs incurred by the municipality related to administration, enforcement, and the establishment, acquisition and replacement of capital assets”.

By-law No. 12-07 was passed on January 19, 2012. The purpose of that by-law was to update the previous Fire Department Establishing By-law to include fire service core services.

In 2014, the Council authorized the billing of non-residents of the Township when Fire Services responded to motor vehicle accidents on Township roads. This was to be done in the same manner that the municipality had been billing the Ministry of Transportation

(MTO) for motor vehicle accident responses on Highway #3. These fees, as well as other fees for inspections and report requests, were set out in the Fees By-law No. 21-06 (attached), which has fees set until the end of 2022.

The Director of Fire & Emergency Services has reviewed services provided by the Township's Fire & Emergency Services Department and has conducted a comparison to other similar departments within the province by reaching out to the Ontario Association of Fire Chiefs and requested that members share their Fees Schedule. This was well received and there were a number of respondents to the request. The data received present a wide array of cost recovery fees throughout the province, and that most departments were either currently reviewing their fees or are planning to do so in the near future.

### **Comments/Analysis:**

As part of the 2023 Township Budget, the Director of Fire & Emergency Services has reviewed the current Fees By-law No. 21-06 (attached), which has fees set until the end of 2022, and is recommending some adjustments. Although on the surface there appears to be significant changes in the proposed new by-law from that of the existing, the adjustments mostly include the actual/stated fees as opposed to directing users to the MTO.

The proposed By-law also provides increasing the Township's cost recoverables from at-fault drivers for responses to automobile accidents. Such accidents indirectly place demands on the Township's ratepayers by increasing expenses to the local fire department. Often, the individual(s) involved in such accidents are not municipal ratepayers. The practice of the Township, and this has been common in other jurisdictions, is to not recover any of the associated costs from Malahide residents, and only recover a maximum of fifty (50) per cent from non-Malahide residents. Regardless of residency, for the insurance companies the costs for these incidents are normative.

The proposed cost recovery structure puts one hundred (100) per cent of the recovery on the at-fault driver, regardless of residency. It will be the decision of the at-fault driver to go through his/her insurance provider. Several municipalities have moved to this model, recovering more of their associated costs.

Staff is of the opinion that this By-law update for automobile accidents seeks to maximize costs recovered, especially given that such costs will most likely be forward to involved insurance companies. More information on this component is provided in the next section of this report.

If approved, it is also recommended that Fire Services Staff return to Council with a first-year update of the performance of this By-law, including a review the data collected.

### **Financial Implications to Budget:**

It is anticipated that there will be a significant increase to the cost recoveries currently in place. In the last three years the majority of cost recovery has come from motor vehicle

collisions. As a comparison, the following chart is provided, with the right column showing how recommended adjustments would have increased the cost recoveries:

	Current cost recoveries:	Adjustments if proposed fees were implemented:
2020	\$30,258	\$101,615
2021	\$34,967	\$106,227
2022	\$23,709	\$107,735

It should be noted that the above “Adjustments” figures are if all hours were one hundred (100) percent recovered, which is not realistic. With a seventy-five (75) percent recovery goal this would generate around \$75,000.00 annually which would be an increase of the three-year average by approximately \$50,000.00 per year.

If implemented, the recoveries would be reviewed after the first year and updated accordingly.

### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the “Our Community” Strategic Pillar relates to “Keep Our Community Safe”. By undertaking a long-range strategy in consultation with the appropriate emergency services authorities, to identify resources required to optimize the provision of emergency services.

Submitted by:	Approved by:
Jeff Spoor Director of Fire & Emergency Services	Adam Betteridge, Chief Administrative Officer

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**  
**BY-LAW NO. 23-10**

Being a By-law to establish Fire and Emergency  
 Services fees and charges.

**WHEREAS** Section 2 of the Fire Protection and Prevention Act, 1997, S.O. 1997 c.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

**AND WHEREAS** the Corporation of the Township of Malahide has established a Fire Department to deliver firefighting and related emergency services together with fire protection services;

**AND WHEREAS** Section 291 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended authorizes a municipality by by-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property including property under its control;

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

**DEFINITIONS**

1. In this by-law,

"agency" includes any law enforcement agency, public utility, provincial or federal ministry together with any of its agencies, boards and commissions, the Electrical Safety Authority, and the Technical Standards and Safety Authority together with any other entity that has statutory regulatory or oversight authority.

"Corporation" means the Corporation of the Township of Malahide.

"emergency system" includes a sprinkler system, standpipe system, fire extinguishing system, smoke control system, emergency power system, fire pump system, voice communication system or any other device monitored through a fire alarm system.

"Fire & Emergency Services" means a Division of the Corporation and being a Fire Department within the meaning of the *Fire Protection and Prevention Act 1997*, S.O. 1997 c.4, as amended, and is deemed to include any member of the Fire & Emergency Services Division.

"firefighting and emergency services" includes all services related or incidental to the prevention, control and suppression of fires and the protection of lives and property, but excludes the provision of emergency medical and paramedical aid to victims of life-threatening injury or trauma.

"Government body" includes,

- (a) Any Ontario municipality together with its agencies, boards and commissions;
- (b) The Governments of Canada and Ontario together with their ministries and agencies;
- (c) A board as defined in the *Education Act* R.S.O. 1990 c. E2, as amended, and any school operated by a board and located within the boundaries of the Township of Malahide; an Ontario university, college or applies arts and technology or other post-secondary institution; and

- (d) An institution approved as a public hospital under the *Public Hospitals Act*, R.S.O. 1990, c.P.40 as amended; and a Conservation Authority established under the *Conservation Authorities Act*, R.S.O. 1990, c.C.27, as amended.

"malicious act" means a wrongful act done intentionally by any person without just cause or excuse.

"motor vehicle" has the same meaning as prescribed in the *Highway Traffic Act* R.S.O. 1990 c.H8 as amended.

"non-resident" means a person who is neither a property owner nor a tenant of property within the Township of Malahide.

"person" includes an individual, sole proprietorship, partnership, corporation, municipal corporation, unincorporated association or organization, trust, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative.

"nuisance false alarm" means the activation of a fire alarm system or emergency system through a mechanical failure, equipment malfunction, improper installation of the system or failure to maintain the system as prescribed the Fire Code being Ontario Regulation 213/07, as amended, but does not include the activation of a fire alarm system where the activation occurred as a result of accidental damage to the system.

"property" means any public or private real property within the Township including buildings, structures and erections of any nature and kind in or upon such lands, but excludes real property owned by the Federal or Provincial Crown.

"property owner" means the registered owner of property or any person, firm or corporation having control over or possession of the property or any portion thereof, including a property manager, mortgagee in possession, receiver and manager, trustee and trustee in bankruptcy.

"technical rescue team" means a team of specifically trained firefighters with specialized equipment and knowledge used to save individuals from danger.

2. Council hereby establishes the fees and charges as set out in Schedule "A" to this By-law.
3. The fees and charges as listed in Schedule "A" to this by-law are subject to the Harmonized Sales Tax (H.S.T.) where applicable.
4. No discounts apply for early payment of any fee set out in Schedule "A" and to this By-law.
5. Payment of all fees and charges listed in Schedule "A" is due within 30 days of receipt of an invoice issued by the Corporation unless otherwise stated in Schedule "A". Payments may be made by cash, cheque payable to the Corporation, or interact Debit banking card where available.
6. This by-law shall be known as the "Fire & Emergency Services Cost Recovery By-law".

## **FIRE ALARMS AND BURN PERMITS**

7. If Fire Services attends at a property in response to a fire alarm and after conducting an investigation a member of Fire Services determines that the alarm is a nuisance false alarm, the property owner may be charged the fee as stipulated in Schedule "A" attached to this by-law.
8. If a property owner fails to notify the Fire Services Communication Centre in advance of any work being conducted on a fire alarm system or emergency system at a property, and as a result of the work being done on a fire alarm system or emergency system a false alarm is triggered, the property owner may be charged the fee as stipulated in Schedule "A" attached to this by-law.
9. No person shall light, ignite or start, or allow or cause to be lighted, ignited or started, a fire of any kind whatsoever in the open air without first obtaining a burn permit from the Township of Malahide staff other than exempt fires in Section 3 of By-law 12-96 Open Air Burning.
10. Any person who lights, ignites or starts or allows or causes to be lighted, ignited or started, a fire of any kind whatsoever in the open air and by his or her action causes the summons of the fire department without the required permit, shall be responsible for expenses incurred for responding Fire Department Services as stipulated in Schedule "A" attached to this by-law.
11. Any person who lights, ignites or starts or allows or causes to be lighted, ignited or started, a fire of any kind whatsoever in the open air and by his or her action causes the summons of the fire department, having failed to comply with a valid permit, shall be responsible for expenses incurred for responding Fire Department Services as stipulated in schedule "A" attached to this by-law.

## **MOTOR VEHICLE ACCIDENTS**

12. If Fire Services attends at the scene of a motor vehicle collision on any property within the Township of Malahide and provides firefighting or other emergency services, the Corporation may charge the fee stipulated in Schedule "A". In the event that there are multiple vehicles involved in the collision, this fee will be apportioned to the at fault driver. Residents of Malahide and Non-residents of Malahide, or their insurance company, will be issued the said invoice for payment.

## **UTILITY SERVICES**

13. If Fire Services attend an incident on any road or property within the Township of Malahide, where such an incident involves a service utility provider, the Corporation may charge the fee stipulated in Schedule "A".

## **TECHNICAL RESCUE SERVICES**

14. If Fire & Emergency Services are requested to respond to an incident in another municipality to perform Technical Rescue Services (ie. Water rescue, Rope Rescue) which are not part of Mutual Aid Agreements, the Corporation may charge the fee stipulated in Schedule "A" to the requesting Municipality.

## **NATURAL GAS INCIDENT RESPONSE**

15. If Fire & Emergency Services attends at a property in response to a natural

gas leak, the property owner may be charged the fee as stipulated in Schedule "A" attached to this By-law.

### **EXTRAORDINARY EXPENSES AND ADDITIONAL FEES**

16. If Fire & Emergency Services responds to a fire or other emergency at a property and determines, or the Fire Chief or designate determines, that it is necessary to retain the services of a private contractor, or rent special equipment or use consumable materials other than water and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, all costs and expenses incurred by Fire & Emergency Services for retaining the services of a private contractor, renting special equipment and/or for all consumable materials used other than water, as applicable, may be charged to the property owner and recovered as a fee under this By-Law.

17. If Fire Services responds to a request for assistance:

- a. From another agency,
- b. From a property owner, or
- c. To a property that is being used for the manufacture, cultivation, trade and/or distribution of a controlled substance,

All of the costs and expenses incurred as a result of the attendance, which include, but are not limited to the costs and expenses of vehicles, labour, equipment, materials and administration, may be charged to the property owner, and all such costs shall be recovered as a fee under this by-law.

### **FIRE INSPECTIONS**

18. For the provision of requested fire-related inspection services, the requester may be charged the fee as stipulated in Schedule "A" attached to this By-Law.

### **FIRE REPORTS AND FILE SEARCHES**

19. For all fire related file searches, environmental searches and fire report requests, the requester may be charged the fee as stipulated in Schedule "A" attached to this By-Law.

### **FIRE EXTINGUISHER TRAINING**

20. If Fire & Emergency Services provides fire extinguisher training sessions to a requester, the requester may be charged the fee as stipulated in Schedule "A" attached to this By-law.

### **ADMINISTRATION AND ENFORCEMENT**

21. The Corporation may deliver an invoice either personally, or by registered mail, by email, or by ordinary mail to a person's home address, or in the case of a property owner, to the property owner's address as recorded on the Corporation's assessment roll. Receipt of an invoice shall be deemed to have occurred:

- a) On the date of delivery in the case of personal delivery or email,
- b) Three days after mailing by registered mail if delivered to an address within the Township,
- c) Five days after mailing by registered mail if delivered to an address



- outside of the Township,
- d) Five days after mailing by ordinary mail if delivered to an address within the Township,
  - e) Seven days after mailing by ordinary mail if delivered to an address outside of the Township.
22. A fee or charge imposed upon a person under this by-law, including any interest charges and costs of collection, constitutes a debt of the person to the Corporation.
23. For fees or charges imposed pursuant to section 7 or 8, consideration will be given by the Chief Fire Official to waiving or reducing fee or charges where the property owner has demonstrated that significant measures have been undertaken to refurbish the fire protection system to prevent future occurrences. This will be subject to the approval of the Fire Chief of his designate.
24. If a person who is charged a fee or charge under this by-law fails to pay the fee within thirty days of the date upon which payment is due, the person shall be charged interest commencing on the thirty first day that the fee remains unpaid at the rate of 2.0% per month applied to the compounded amount every 30 days (for an effective rate of 24.0% per annum). Unless precluded by by-law or legislation. Government bodies are exempt from interest.
25. If a property owner who is charged a fee or charge under this by-law fails to pay the fee or charge within 90 days of receipt of an invoice, the Corporation may add the fee or charge, including interest, to the tax roll for any real property in the Township of Malahide registered in the name of the owner and collect the fee or charge, including interest, in like manner as municipal taxes.

## **GENERAL**

26. Schedule "A" shall be deemed to be an integral part of this By-Law.
27. Should any part of this By-Law, including any part of Schedule "A" be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of the Council that such invalid part of the By-Law shall be severable and that the remainder of this By-Law, including the remainder of Schedule "A" as applicable, shall continue to operate and to be in force and effect.
28. That By-law 17-31 and 21-06 be repealed in its entirety and replaced with By-law 23-10
29. This By-law shall come into force and take effect upon the final passing thereof.

**READ a FIRST and SECOND** time this 16<sup>th</sup> day of February, 2023.

**READ a THIRD** time and **FINALLY PASSED** this 16<sup>th</sup> day of February, 2023.

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Mayor, D. Giguère

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Clerk, A. Adams

### Schedule "A" Malahide Fire & Emergency Services – Fees and Charges – Effective February 1, 2023

INSPECTIONS – All fees include an administrative fee and a maximum hours to inspect. Additional time will be billed at the hourly rates and rounded up to the full hour	FEE	HST	TOTAL FEE
LCBO License Review and documentation (1 hour)			
On site inspection Residential, single dwelling (1 hour)	150.00	19.50	169.50
On site inspection Residential, duplex (2 hours)	200.00	26.00	226.00
Onsite inspection Residential 3 or more units (4 hours) base fee plus 35.00 per unit.	200.00 +35.00 p/u	30.55	265.55
On site inspection Commercial (4 hours) base fee plus hourly after time	200.00	26.00	226.00
On site inspection Commercial and Industrial (5 hours) base fee plus hourly after time	300.00	39.00	339.00
Inspection of Trade Shows, Special Functions (3 hours)	200.00	26.00	226.00
On site inspection Bed and Breakfast, short term rentals and Compliance letter (2 hour)	200.00	26.00	226.00
On site inspection of Multi Unit Hotels and Motels (4 hours) base plus hourly after time	250.00 +hr	32.50	282.50
Private Home Day Care Inspections (2 hours)	200.00	26.00	226.00
Day Care Centres and compliance letter (3 hours)	250.00	32.50	282.50
Vulnerable Occupancy, Care Occupancy up to 10 residents, Inspection and Compliance Report	425.00	55.25	480.25
Vulnerable Occupancy, Care Occupancy up to 11+ residents, Inspection and Compliance Report	480.00	62.40	542.40
Vulnerable Occupancy, Registered Retirement Home, Inspection and Compliance Report	800.00	104.00	904.00
Vulnerable Occupancy, Care and Treatment Facility, Inspection and Compliance Report	750.00	97.50	847.50
Fire Safety Plan initial review (1 hour) subsequent reviews hourly	125.00	16.25	141.25
Refreshment Vehicle administrative on-site inspection (No Suppression System) (1 hour)	150.00	19.50	169.50
Refreshment Vehicle Inspection on-site inspection (Suppression System) (2 hours)	200.00	26.00	226.00
Marijuana Grow Operation and Compliance Inspection per address	550.00	71.50	621.50
Re-inspection of any Type after Order or Deficiencies	100.00	71.50	621.50
Property Inspections not Listed will be done flat fee + hourly basis	150.00 +hr	19.50	169.50
<b>EXTRAORDINARY EXPENSES AND ADDITIONAL FEES</b>			
Occupant Load Calculation	120.00	15.60	135.60
Property File Search Letter	120.00	15.60	135.60
Fire Report	120.00	15.60	135.60
Administrative Services-Per Hour	50.00	6.50	56.50
Firefighter Hourly Rate	50.00	6.50	56.50
Fire Prevention Officer Hourly Rate	60.00	7.80	67.80
Director of Fire and Emergency Services Hourly Rate	75.00	9.75	84.75
Extra Costs: Cost recovery plus 15% administrative overhead for any extraordinary costs incurred relating to MVC's firefighting, overhaul, investigation, or securing a property. Including the costs of specialists, consumables, equipment, machinery, damages to public infrastructure.			
Standby Duty: The greater of Costs plus 15% administration overhead, or \$485.40 per hour (as established by MTO) or portion thereof in ½ hour increments for each staffed fire department vehicle.			
<b>FEES FOR SERVICE</b>			
Response to Motor Vehicle Collisions, approved MTO rate per vehicle, minimum 3 vehicles	488.40	63.49	551.89
Response to natural gas leak from damage, approved MTO rate per vehicle, minimum 3 vehicles	488.40	63.49	551.89
Inspection and Fire Investigation after hours services (4 hour min) plus hourly past four hours	300.00	39.00	339.00
First False Alarm in 12 month period	N/C	N/C	N/C

Second False Alarm (other than mischief) in a 12 month period	250.00	32.50	282.50
Third and subsequent False Alarm (other than mischief) in a 12 month period for each attending Fire Dept. Vehicle as assigned by Dispatch (MTO rates), minimum three vehicles	488.40	63.49	551.89
Single station Smoke Alarm & Installation or check, privately owned residence	N/C	N/C	N/C
Single station Carbon Monoxide Alarm & Installation or check, privately owned residence	N/C	N/C	N/C
Single station Combination Smoke and Carbon Monoxide Alarm & Installation	N/C	N/C	N/C
Fire Extinguisher Training on site at Fire Department per date up to 25 persons between 9am and 4pm Monday to Friday	550.00	71.50	621.50
Fire Extinguisher Training on site at Fire Department per date up to 25 persons evenings or weekends	825.00	107.25	932.25
Failure to Acquire Burn Permit and Fire Service called to respond (first offence)	200.00	26.00	226.00
Failure to Acquire Burn Permit and Fire Service called to respond (subsequent offence) MTO Rate, minimum three vehicles	488.40	63.49	551.89
Failure to Comply with Burn Permit Regulations (first offence)	200.00	26.00	226.00
Failure to Comply with Burn Permit Regulations (subsequent offence) MTO Rate, minimum three vehicles	488.40	63.49	551.89
MTO rates are charged for the first hour or any part thereof and then for each additional half hour or part thereof plus extra costs.			
<b>PERMITS</b>			
Burning Permit	N/C	N/C	N/C
Fire Works Display Permit (as per By-law 23-XX ) (X hours)	XX	XX	XX

# THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

## BY-LAW NO. 21-06

Being a By-law to amend Schedule "A" to By-law No. 17-31 insofar as it establishes Fire and Emergency Services fees and charges.

**WHEREAS** Section 2 of the Fire Protection and Prevention Act, 1997, S.O. 1977 c.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

**AND WHEREAS** The Corporation of the Township of Malahide has established a Fire Department to deliver firefighting and related emergency services together with fire protection services;

**AND WHEREAS** Section 291 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality by by-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property including property under its control;

**AND WHEREAS** the Council of The Corporation of the Township of Malahide enacted By-law No. 17-31 respecting the Fire and Emergency Services Fees and Charges for the Township of Malahide;


**AND WHEREAS** the Council of The Corporation of the Township of Malahide deems it expedient to amend By-law No. 17-31 insofar as it prescribes fees for various Fire and Emergency Services;

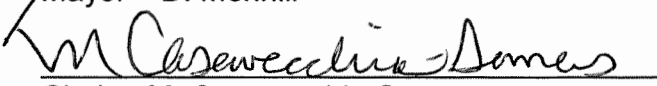
**NOW THEREFORE** the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT Schedule "A" to By-law No. 17-31 insofar as it prescribes fees for various Fire and Emergency Services, be and the same is hereby replaced in its entirety with the Schedule "A" attached hereto.
2. THAT any other by-laws or provisions in other by-laws found to be inconsistent with this By-law are hereby deemed to be repealed.
3. THAT this By-law shall come into force and take effect on the final passing thereof.

**READ a FIRST and SECOND** time this 7<sup>th</sup> day of January, 2021.

**READ a THIRD** time and **FINALLY PASSED** this 7<sup>th</sup> day of January, 2021.

  
Mayor – D. Mennill

  
Clerk – M. Casavecchia-Somers

**Schedule “A” to  
By-law No. 21-06**

<b>Item</b>	<b>2019 Fee</b>	<b>2020 Fee</b>	<b>2021 Fee</b>	<b>2022 Fee</b>
1. For responding to nuisance false alarms: <ul style="list-style-type: none"> <li>a. For all properties required by legislation to be provided with a code compliance fire alarm system               <ul style="list-style-type: none"> <li>i. Where monitoring is augmented by a direct electronic data connection to the fire department, first 4 false alarms in any calendar year;</li> <li>ii. Each subsequent false alarm in any calendar year</li> </ul> </li> <li>b. For all other properties               <ul style="list-style-type: none"> <li>i. First false alarm in any calendar year</li> <li>ii. Second false alarm in any calendar year</li> <li>iii. Third &amp; subsequent false alarms in any calendar year</li> </ul> </li> </ul>	Current hourly rate as established by MTO from time to time for response	Current hourly rate as established by MTO from time to time for response	Current hourly rate as established by MTO from time to time for response	Current hourly rate as established by MTO from time to time for response
2. For attending at the scene of a motor vehicle accident and providing firefighter or other emergency services to a non-resident <ul style="list-style-type: none"> <li>a. For the first hour or any part thereof</li> <li>b. For each additional one-half hour or part thereof (one half of hourly rate)</li> </ul>	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)
3. For attending brush/grass fires, unattended fires of smoke complaints	(Current hourly rate as	(Current hourly rate as	(Current hourly rate as	(Current hourly rate as

Item	2019 Fee	2020 Fee	2021 Fee	2022 Fee
a. For the first hour or any part thereof b. For each additional one-half hour or part thereof (one half of hourly rate)	established by MTO from time to time for response)	established by MTO from time to time for response)	established by MTO from time to time for response)	established by MTO from time to time for response)
4. Standby fee for social events, fireworks etc. a. For the first hour or any part thereof b. For each additional one-half hour or part thereof (one half of hourly rate)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)
5. For fire watch, and protection of buildings from weather conditions or further damage after fire or explosion: a. For the first hour or any part thereof b. For each additional one-half hour or part thereof (one half of hourly rate)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)
6. For attending a natural gas incident a. For the first hour or any part thereof b. For each additional one-half hour or part thereof (one half of hourly rate)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)
7. For responding to assistance request by other agencies: a. For the first hour or any part thereof	(Current hourly rate as established by MTO from time	(Current hourly rate as established by MTO from time	(Current hourly rate as established by MTO from time	(Current hourly rate as established by MTO from time

Item	2019 Fee	2020 Fee	2021 Fee	2022 Fee
b. For each additional one-half hour or part thereof (one half of hourly rate)	to time for response)	to time for response)	to time for response)	to time for response)
8. For responding to requests for specialty rescue team assistance a. For the first hour or any part thereof b. For each additional one-half hour or part thereof (one half of hourly rate)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)	(Current hourly rate as established by MTO from time to time for response)
9. For Extraordinary Expenses – When additional resources are required at a fire or emergency incident and no owner or agent is available to authorize, recovery of costs can be invoiced to the property owner (i.e. Excavator, drone, other agencies for assistance)	Invoice will be according to invoice provided by third party	Invoice will be according to invoice provided by third party	Invoice will be according to invoice provided by third party	Invoice will be according to invoice provided by third party
<b>Fire Inspections &amp; Permits</b>				
10. Fire & Emergency Occurrence Report	\$112.50	\$112.50	\$112.50	\$115.00
11. Commercial Building Fire Inspection & Report	\$150.00	\$150.00	\$150.00	\$155.00
12. Industrial Building Fire Inspection & Report	\$195.00	\$195.00	\$195.00	\$200.00
13. Residential Building Fire Inspection & Report	\$87.50	\$87.50	\$87.50	\$90.00
14. Marijuana Grow-Op Investigation and Compliance Inspection – Per Address	\$512.50	\$512.50	\$512.50	\$525.00
15. Propane License Application Review – Per Address	\$205.00	\$205.00	\$205.00	\$210.00

Item	2019 Fee	2020 Fee	2021 Fee	2022 Fee
<b>Fire Extinguisher Training Sessions</b>				
16. For Fire Extinguisher Training per requested date, per location, for a group of up to 25 persons maximum per session, between the hours of 9:00 a.m. and 4:00 p.m. Monday to Friday	\$512.50	\$512.50	\$512.50	\$525.00
17. For Fire Extinguisher Training per requested date, per location for a group of up to 25 persons maximum per session, evenings, weekends and statutory holidays	\$768.75	\$768.75	\$768.75	\$790.00





## Report to Council

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**REPORT NO.:** PW-23-05

**DATE:** February 16, 2023

**ATTACHMENT:** (1) Master Service Agreement;  
(2) Statement of Work for Eligible Community Residence & Facility Collection;  
(3) Statement of Work for Eligible Community Public Space Collection; and,  
(4) Statement of Work for Eligible Community Promotion & Education

**SUBJECT:** **BLUE BOX COLLECTION AGREEMENT 2023 - 2025**

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### **Recommendation:**

**THAT Report No. PW-23-05 entitled “Blue Box Collection Agreement 2023 – 2025” be received;**

**AND THAT the Mayor and Clerk be authorized to enter into a 3-year contract with Circular Materials for the collection of Blue Box Materials and related services.**

### **Background:**

In an effort to increase recycling in the Province, on June 3, 2021 the Government of Ontario released Blue Box Regulation No. 391/21 under the Resource Recovery and Circular Economy Act, 2016. This O. Reg transitions the responsibility of recycling services from municipalities to producers of recyclable materials.

Different parts of the Province will be transitioning to this new framework between July 1, 2023 to December 31, 2025. The Township and surrounding area municipalities are to transition by July 1, 2023.

To help meet these new obligations, producers are able to sign-up with Producer Responsibility Organizations (PROs). PROs must register with the Resource Productivity and Recovery Authority (RPPRA), regulated by the Government of Ontario.

Based on a transition plan recently submitted to RPPRA, PROs are working as a collective to meet these new standards. As such, Circular Materials Ontario (CMO), an

administering PRO, will be operating a single collection system on behalf of all producers.

Staff were authorized by Council on October 20, 2022 by resolution No. 22-425 (provided below) to provide an expression of intent to enter into a service agreement with CMO (Note: two (2) options were presented to Council: Option 1 – Accept CMO Contract; and, Option 2 – Reject CMO Contract):

“No.22-425

Moved By: Scott Lewis

Seconded By: Mark Widner

THAT Report No. PW-22-51 entitled “Blue Box Transition Update” be received;

AND THAT Council direct Staff to provide an expression of intent to enter into a service agreement with Circular Materials Ontario as described in Option 1 of Report No. PW-22-51.

AND THAT Council direct Staff to provide an expression of intent to extend its garbage and leaf waste collection contract with Miller Waste for two years and consider transitioning from a five day to a four-day collection schedule in a manner least disruptive for Township residents in exchange for full waiver of any potential termination fees as a result of legislative amendments to the Blue Box program.

Carried”

### **Comments/Analysis:**

Township staff have worked with CMO to prepare the attached “Master Services Agreement” (MSA). The terms of the MSA are consistent with the current waste collection program provided by the Township of Malahide and undertaken within the current contract by Miller Waste Systems (“Miller”).

With the signed agreements, Miller will continue to provide solid waste, yard and leaf waste and recyclable collection for the Township after the July 1, 2023 transition date up-to and including December 31, 2025. Miller has agreed to comply with all of the operational requirements set out within the agreements by CMO. The Township will continue paying for services to Miller per the current contract, but will now be required to additionally submit reporting to CMO for reimbursement on or before the fourteenth (14<sup>th</sup>) calendar day of each month. This reporting will include Blue Box Material collected, delivered and received, and any required annual emissions report. Miller has confirmed the ability to provide the Township with all required information.

The CMO Statement of Work outlines the target of no more than four percent (4%) by weight of collected material shall be non-blue box items (garbage). If Malahide exceeds the four percent (4%) in any rolling six (6) month period, the Township must, within ninety (90) calendar days, prepare and submit to CMO a plan that identifies Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of these materials. The Township must then implement the plan and provide additional quarterly

reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after implementation, the Township will work with CMO to establish additional changes and to adopt the best practices recommended by CMO. Such undertaking is included in the scope of work for Miller to monitor during their weekly collection.

As noted in Report No. PS-18-08 entitled “*Curbside Waste Audit: Results*”, Malahide’s percentage of non-recyclable materials within the Recycling Streams in 2016, as determined through the AET Group Inc. Waste Audit, was seven percent (7%). In 2021, the summary of data provided by the MRF had a total residual of six percent (6%).

On or before January 1, 2026, CMO will either negotiate the extension for the three (3) periods of one (1) year each, or issue an opening bidding process for the Township’s collection catchment area. If an extension cannot be negotiated, the Township may be subject to other unknown terms at that time including a potential buy out the remainder of its contract with Miller for the collection of Blue Box Material.

If the Township does not sign the agreement with CMO, CMO will award the contract to a different third-party provider through an open bidding process. The collection RFP for Malahide’s catchment area closed on November 4, 2022, however no successful bidder has been announced. Service levels must still be maintained by the successful RFP bidder throughout the transition period (July 1, 2023 – December 31, 2025). Malahide would also have to buy out of its existing waste management collection services agreement with Miller as of July 1, 2023 which is estimated at a cost of \$110,000. All of this information was previously provided to Council in Report No. PW-22-51 on October 20, 2022.

The Township of Malahide, acting as a recycling service provider through its existing contract with Miller through the Extended Producer Responsibility transition, will help to deliver a seamless transition to producer responsibility while maintaining the current quality of service.

### **Financial Implications to Budget:**

The financial implications regarding this agreement were included in Report No. PW-22-51, with Option 1 being passed by resolution No. 22-425 cited herein. The outcomes of negotiations have resulted in a cost recovery model amounting to 95% of the contracted cost of recycling collection and disposal.

Prepared by:	Reviewed and Submitted by:	Approved for Council:
Cassandra Young, Public Works Coordinator	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer

**MASTER SERVICES AGREEMENT**  
**for**  
**SERVICES RELATED TO BLUE BOX MATERIAL**  
**Number 2022-00-21**

## Table of Contents

RECITALS .....	3
ARTICLE 1 INTERPRETATION.....	4
1.1 Definitions .....	4
1.2 Interpretation.....	6
1.3 Managed Contract.....	7
ARTICLE 2 TERM.....	9
2.1 Term.....	9
ARTICLE 3 SCOPE OF WORK.....	10
3.1 Service Provision .....	10
3.2 Environmental Attributes.....	10
3.3 Labour Disruption.....	10
ARTICLE 4 REPRESENTATIONS AND WARRANTIES.....	12
4.1 Representations and Warranties .....	12
ARTICLE 5 CONTRACTOR MANAGEMENT.....	13
5.1 Record Keeping and Reporting Requirements .....	13
5.2 Subcontractors .....	13
5.3 Access to the Work .....	13
5.4 Contingency Plan.....	14
ARTICLE 6 COMPENSATION .....	15
6.1 Canadian Funds .....	15
6.2 Documentation and Payment.....	15
6.3 Taxes.....	16
6.4 Price Adjustment .....	16
6.5 Monies Due to CMO .....	16
6.6 Other Requirements .....	16
6.7 Interest .....	16
6.8 Limited Liabilities .....	16
ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION .....	18
7.1 Time of the Essence.....	18
7.2 Responsibility for Damages/Indemnification .....	18
7.3 COVID-19 .....	20
7.4 Force Majeure .....	20
7.5 MSA Termination.....	21
7.6 Remedies.....	22
7.7 Disputes .....	23
7.8 Arbitration.....	23
7.9 Choice of Forum .....	23
ARTICLE 8 STANDARD CONDITIONS .....	25

8.1	Governing Laws.....	25
8.2	Compliance with Laws and Permits .....	25
8.3	Assignment .....	25
8.4	Contractor to Make Examinations .....	25
8.5	Access to Records.....	25
8.6	Insurance.....	26
8.7	Changes to MSA.....	27
8.8	Change Management .....	27
8.9	Conflicts and Omissions .....	29
8.10	Duty to Notify.....	30
8.11	Intellectual Property.....	30
8.12	Confidentiality Covenant.....	31
8.13	Severability .....	32
8.14	Survival.....	32
8.15	Further Assurances .....	33
8.16	Revisions to this MSA .....	33
8.17	Counterparts.....	33
8.18	Notice.....	33
ARTICLE 9 MSA SCHEDULE .....		35
9.1	MSA Schedule .....	35

This Master Services Agreement (this “MSA”) is entered into as of \_\_\_\_\_, (“Effective Date”)

Between

Township of Malahide, a corporation incorporated under the laws of Ontario, having a place of business at 87 John St S, Aylmer, ON N5H 2C3 (“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 Materials and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this MSA respecting the collection of Blue Box Materials and related services for the applicable Eligible Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

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

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 MSA, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

“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 MSA 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 in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

“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 this MSA.

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

“COLLECTION DATA” means all data or information pertaining to Equipment or Blue Box Material or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information in the Work Reports for the Month and data and information provided pursuant to Section 4.1 of Exhibit 1 to a Statement of Work and Section 5.3 of this MSA.

“COLLECTION VEHICLE” means a vehicle used to perform collection services.

“CONTRACT PRICE” means the total price payable under this MSA, as set forth in the Statements of Work.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor’s obligations under this MSA, other than a Material Contractor Default.

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

“CURRENT PANDEMIC CONDITIONS” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement



of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“EFFECTIVE DATE” has the meaning set out above in this MSA.

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

“EQUIPMENT” means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

“HAULING VEHICLE” means a vehicle used to perform hauling services.

“INTELLECTUAL PROPERTY RIGHTS” means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

“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 MSA identified by CMO, from time to time, in writing.

“MATERIAL CONTRACTOR DEFAULT” means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation; or
- (iv) abandoning the Work.

“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.

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

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

“STATEMENT OF WORK” means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

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

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 5.2.

“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 MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

“WORK REPORTS FOR THE MONTH” has the meaning set forth in Section 6.2(b).

## **1.2 Interpretation**

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (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, 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 MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.

- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA 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 MSA 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 MSA, 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 MSA 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) Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
  - (i) Amendments to the Statements of Work;
  - (ii) Statements of Work;
  - (iii) Amendment to the other portions of this MSA made in accordance with the requirement of this MSA, including Change Orders; and
  - (iv) Other portions of this MSA.

### **1.3 Managed Contract**

- (a) The Parties acknowledge and agree that this MSA 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 MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
  - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b), 6.2(b) and 8.8(h)(i) of this MSA;

- (ii) shall be notified, along with CMO, pursuant to Sections 6.2(f), 6.2(h) and 8.9(b) of this MSA; and
- (iii) may provide notice to the Contractor pursuant to Section 7.1(b) of this MSA.

**ARTICLE 2 TERM****2.1 Term**

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO's right to make a claim against Contractor for the damages on account for such a breach.

## **ARTICLE 3 SCOPE OF WORK**

### **3.1 Service Provision**

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. 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 MSA.
- (d) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO will issue a Change Order to the Contractor in accordance with Section 8.8.

### **3.2 Environmental Attributes**

- (a) Environmental Attributes means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CMO for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CMO who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor's investment prior to the MSA Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

### **3.3 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 MSA (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 make best efforts to:

- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
  - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO where the provision of such continued services will not, in the Contractor's sole discretion, adversely affect the Contractor's labour negotiations.
- (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 MSA (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA 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 MSA.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 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 MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
- (c) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (d) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CMO; and
- (e) in performing its obligations under this MSA, 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.



## **ARTICLE 5 CONTRACTOR MANAGEMENT**

### **5.1 Record Keeping and Reporting Requirements**

- (a) Through the performance of the Work the Contractor shall prepare, maintain and deliver records generated in accordance with the provisions of this MSA, including detailed reports of Blue Box Material collected, delivered and received, and any required annual emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

### **5.2 Subcontractors**

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this MSA 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.

### **5.3 Access to the Work**

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CMO or the Manager, 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 MSA, 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 5.3 for the administration of this MSA and any internal purposes.

#### **5.4 Contingency Plan**

In the event of a Contractor Default or a Material Contractor Default, CMO may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CMO, for review and approval, a contingency plan ("Contingency Plan") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CMO notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CMO as soon as practical, but not later than within two (2) Business Days of CMO approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

## ARTICLE 6 COMPENSATION

### 6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

### 6.2 Documentation and Payment

- (a) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) On or before the fourteenth (14th) calendar day after the start of each calendar month, the Contractor shall have submitted all monthly reports to be provided by the Contractor pursuant to this MSA, including Statements of Work, related to the Work performed during the immediately prior calendar month (collectively, the “Work Reports for the Month”) to:

[opscanada@rev-log.com](mailto:opscanada@rev-log.com)

Attention: **Catherine McCausland**

- (c) The Work Reports for the Month shall comply with the requirements of this MSA and include the monthly work reports pursuant to Sections 4.1 and 5.1 of Exhibit 1 to a Statement of Work.
- (d) For clarity, the Work Reports for the Month shall be deemed not to have been received by CMO, payment shall be withheld by CMO, and CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) For each calendar month during the SoW Term, CMO shall pay the Contractor the Contract Price for the Work performed in accordance with the requirements of the MSA, during the immediately prior calendar month, calculated in accordance with each applicable Statement of Work, as the case may be, provided the Contractor has submitted the Work Reports for the calendar month to CMO in respect of such immediately prior calendar month. For clarity, CMO may disagree with, and dispute, the content of the Work Reports for the Month.
- (f) 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.
- (g) Price adjustments may be made pursuant to Section 6.4.
- (h) 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.

### **6.3 Taxes**

- (a) Except for the applicable Value Added Taxes payable by CMO pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, 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.
- (b) The Contractor 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.

### **6.4 Price Adjustment**

Price adjustments may be specified in a Statement of Work.

### **6.5 Monies Due to CMO**

In the event there are any monies payable to CMO by the Contractor under the terms of this MSA, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.

### **6.6 Other Requirements**

The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.

### **6.7 Interest**

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.

### **6.8 Limited Liabilities**

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this MSA, 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 6.8(a) 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 MSA, including the applicable Statements of Work, that are in excess of Contract Price; and
  - (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) Subject to 6.8(d), the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this MSA, 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 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

## **ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION**

### **7.1 Time of the Essence**

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CMO may give the Contractor notice as a written warning detailing the performance failure.

### **7.2 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 MSA 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 MSA;
    - (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 4.1(e);
    - (C) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
    - (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 MSA;
    - (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 MSA 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 MSA, 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 MSA, indemnification by the Contractor pursuant to this Section 7.2(a) 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 MSA, including under this Section 7.2(a), 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 MSA 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).

### **7.3 COVID-19**

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

### **7.4 Force Majeure**

- (a) Subject to Section 7.4(b), "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) Circumstances relating to the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute a Force Majeure Event.
- (d) 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 MSA.
- (e) 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 MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
  - (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
  - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/ or
  - (iii) authorize the Contractor to continue the performance of this MSA 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 MSA 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 MSA that it does not perform as a result of a Force Majeure Event.

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

## **7.5 MSA Termination**

- (a) Any termination of this MSA 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 MSA, CMO may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
  - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
  - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
  - (iii) 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 the time specified in a Contingency Plan approved by CMO in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and

- (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work 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 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, 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.

## **7.6 Remedies**

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, 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 MSA does not relieve the Contractor from any liability remaining under this MSA.
- (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 7.5(b).
- (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 MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA 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 MSA 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.

## **7.7 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 7.8.

## **7.8 Arbitration**

- (a) As provided for in Section 7.7(a)(iii), 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 MSA 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 MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA 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 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

## **7.9 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 MSA 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 MSA 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 MSA 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 MSA, including any rights or obligations under this MSA, or its power to execute such MSA, 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 MSA, 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 MSA 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, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, 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. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. 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 certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA 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 MSA:
  - (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 MSA, 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 incident covering all owned, non-owned, hired, and leased vehicles used in the execution of this MSA;
  - (iii) Limited Pollution liability insurance, under the Commercial General Liability policy, covering sudden and accidental pollution occurrences, covering the work and services described in this MSA 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 MSA. 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) For all Statements of Work involving depots, "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 (including all Depots applicable to such Statement of Work) 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 original certificates evidencing the insurance requirements of the Contractor, have been filed and approved by CMO.
- (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 MSA. 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 MSA**

- (a) Changes to this MSA, including any Statement of Work, 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 and the Parties have entered into a Statement of Work in respect of such change.

## **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 MSA is required;
  - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;
  - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; 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 the Statement of Work (“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 MSA.
- (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 MSA, 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 MSA. 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 MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

## **8.9 Conflicts and Omissions**

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. 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 MSA, 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 MSA 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 MSA, 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 Intellectual Property**

- (a) Subject to Section 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "Documentation") are the property of CMO or such other entity as identified by CMO, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the Freedom of Information and Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CMO may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CMO free and clear of all encumbrances upon CMO making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CMO shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.
- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the

subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CMO.

- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CMO a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO to exploit the Work and Documentation.

#### **8.12 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 MSA. 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 MSA;
  - (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 MSA 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 MSA 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 MSA, 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 MSA, 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 MSA 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 MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 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 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

### **8.13 Severability**

- (a) If, for any reason, any part, term, or provision of this MSA 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 MSA 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.

### **8.14 Survival**

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.2 (Responsibility for Damages/Indemnification), Section 7.5 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.12 (Confidentiality Covenant).

### **8.15 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 MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

### **8.16 Revisions to this MSA**

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA 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 MSA 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.

### **8.17 Counterparts**

This MSA 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 MSA 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 MSA.

### **8.18 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 MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

#### **To CMO:**

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

Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

With a copy to Manager:

RLG Systems Canada Inc.  
250 University Ave #200,  
Toronto, ON M5H 3E5  
Attention: Catherine McCausland

Email: [Catherine.McCausland@rev-log.com](mailto:Catherine.McCausland@rev-log.com)

**To Contractor:**

Township of Malahide  
87 John St South  
Aylmer, ON N5H 2C3  
Attention: Matt Sweetland

Email: [msweetland@malahide.ca](mailto:msweetland@malahide.ca)

**ARTICLE 9 MSA SCHEDULE**

**9.1 MSA Schedule**

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

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

**TOWNSHIP OF MALAHIDE**

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.



**ATTACHMENT 02 TO SCHEDULE A**  
**STATEMENT OF WORK FOR**  
**ELIGIBLE COMMUNITY PUBLIC SPACE COLLECTION**  
**for**  
**MASTER SERVICES AGREEMENT**  
**Number 2022-00-21**

## Table of Contents

<b>STATEMENT OF WORK.....</b>	<b>1</b>
<b>EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS .....</b>	<b>4</b>
<b>Article 1 Definitions .....</b>	<b>4</b>
1.1    Definitions.....	4
<b>Article 2 Scope of Collection Services .....</b>	<b>6</b>
2.1    Scope of Collection Services .....	6
<b>Article 3 Service Provision .....</b>	<b>7</b>
3.1    Addition or Removal of Public Space Collection Locations .....	7
3.2    Blue Box Material to be Collected.....	7
3.3    Public Space Collection Containers .....	8
3.4    Unloading Blue Box Material .....	8
<b>Article 4 Record Keeping and Reporting Requirements.....</b>	<b>10</b>
4.1    Record Keeping and Reporting Requirements.....	10
<b>Article 5 Documentation and Payment .....</b>	<b>12</b>
5.1    Documentation and Payment .....	12
<b>EXHIBIT 2: PUBLIC SPACE COLLECTION LOCATIONS AND CONTAINER TYPES .....</b>	<b>13</b>
<b>EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN BLUE BOX MATERIAL PUBLIC SPACE COLLECTION CONTAINERS .....</b>	<b>14</b>
<b>EXHIBIT 4: SERVICE COMMENCEMENT DATES.....</b>	<b>15</b>
<b>EXHIBIT 5: COMPENSATION .....</b>	<b>16</b>

## **STATEMENT OF WORK**

### STATEMENT OF WORK NUMBER: 02

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of \_\_\_\_\_ BETWEEN Township of Malahide ("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", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of \_\_\_\_\_ ("Statement of Work Effective Date").

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 the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Blue Box Material Public Space Collection Containers located within the applicable Eligible Community listed in Exhibit 4 that are in existence on such date. For clarity, the Contractor shall perform the Work required by this Statement of Work for a Blue Box Material Public Space Collection Container located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if the Public Space Collection Location for such Blue Box Material Public Space Collection Container is not referenced in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, extend this Statement of Work 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 "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work 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 Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - (i) Exhibit 1 – Scope of Work and Other Provisions;
  - (ii) Exhibit 2 – Public Space Collection Locations and Container Types;

- (iii) Exhibit 3 – Blue Box Material Accepted in Collection System;
- (iv) Exhibit 4 – Service Commencement Dates; and
- (v) Exhibit 5 – Compensation.

**[Remainder of Page Intentionally Left Blank]**

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

**TOWNSHIP OF MALAHIDE**

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**

“BLUE BOX MATERIAL PUBLIC SPACE COLLECTION CONTAINER” means a container located in a Public Space for the collection of Blue Box Material.

“COLLECTION” means the collection of Blue Box Material from a Blue Box Material Public Space Collection Container and delivery of the collected Blue Box Material to a RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of 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.

“NEW PUBLIC SPACE COLLECTION LOCATION” means a new public space collection location as agreed to by the Parties for the purposes of the MSA.

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

“NON-BLUE BOX MATERIAL PUBLIC SPACE COLLECTION CONTAINER” means a container located in a Public Space for the collection of Non-Blue Box Material.

“PUBLIC SPACE” has the meaning set out in the Regulation.

“PUBLIC SPACE COLLECTION CONTAINER” means a Blue Box Material Public Space Collection Container or a Non-Blue Box Material Public Space Collection Container.

“PUBLIC SPACE COLLECTION LOCATION” means (i) a public space collection location referred to in Exhibit 2 or (ii) a New Public Space Location.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

“STREAM 1” has the meaning set out in Section 3.2(f)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.2(f)(ii) of Exhibit 1 to this Statement of Work.

“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.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType shall be recorded on weigh scale tickets at an RF.

**ARTICLE 2**  
**SCOPE OF COLLECTION SERVICES**

**2.1 Scope of Collection Services**

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from all Blue Box Material Public Space Collection Containers, in a manner that meets or exceeds the standard, level, scope and quality of collection services the Blue Box Material Public Space Collection Container (or, for a Blue Box Material Public Space Collection Container in a New Public Space Collection Location, a similar Blue Box Material Public Space Collection Container) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 29 and 30.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from a Public Space, including a Blue Box Material Public Space Collection Container, through to delivery to an RF.
- (d) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.



### **ARTICLE 3 SERVICE PROVISION**

#### **3.1 Addition or Removal of Public Space Collection Locations**

CMO and the Contractor may add New Public Space Collection Locations or remove existing Public Space Collection Locations, and make related revisions to Exhibit 2, by Change Order, pursuant to Section 8.8 of the MSA.

#### **3.2 Blue Box Material to be Collected**

- (a) The Contractor will collect Blue Box Material from Blue Box Material Public Space Collection Containers in the Eligible Communities, including those in the Public Space Collection Locations in the Eligible Communities listed in Exhibit 2.
- (b) The Contractor will not scavenge or permit its employees or Subcontractors to scavenge, any Blue Box Material during Contractor's performance of the Work.
- (c) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than twenty percent (20%) by weight.
- (d) If the average amount of Non-Blue Box Material collected from Blue Box Material Public Space Collection Containers in an Eligible Community in any rolling six (6) month period exceeds twenty percent (20%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (f) Blue Box Material is to be collected from Blue Box Material Public Space Collection Containers, including those in the Public Space Collection Locations in the Eligible Communities listed in Exhibit 2, in two streams as follows (as such terms are generally described in Exhibit 3):
  - (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 Public Space Collection Containers**

CMO, at any time, may direct the Contractor to affix signage provided by the Administer to a Public Space Collection Container or post signage at a Public Space Collection Location. The Contractor shall affix or post such signage, as directed, within thirty (30) calendar days.

### **3.4 Unloading Blue Box Material**

- (a) The locations of the RFs for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:
  - (i) The inbound Collection Vehicle shall pass over the weigh scale without exception. The operator of the Collection Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
  - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
  - (iii) Selected Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weigh scale to obtain a tare weight;
  - (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Collection Vehicle operator shall not clean out the Collection Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;
  - (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
  - (vi) Every Collection Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered; and

- (vii) In the event an RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO.
- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

**ARTICLE 4**  
**RECORD KEEPING AND REPORTING REQUIREMENTS**

**4.1 Record Keeping and Reporting Requirements**

- (a) The Collection Vehicle operator will provide the necessary information to the RF representative such that the following data may be collected for each inbound vehicle:
  - (i) Date and time;
  - (ii) Originating Eligible Community ID number;
  - (iii) Valtype as applicable to the load;
  - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
  - (v) Contractor ID number;
  - (vi) Collection Vehicle number;
  - (vii) Scale ticket number;
  - (viii) Gross weight (tonnes);
  - (ix) Tare weight (tonnes, including by split load if applicable); and
  - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighing occurs).
- (b) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF records and Contractor records can be made.
- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form approved by CMO, outlining kilometres driven and fuel consumed by Collection Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Collection Vehicle category and where Collection Vehicles are used for a specific Valtype the information for Collection Vehicles will be listed separately.
- (d) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Eligible Community and by route within each Eligible Community) under this Statement of Work. This shall include Monthly Blue Box Material Collected Report: Collection summary by Valtype, weight of each Collection Vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO).
- (e) The Contractor shall:
  - (i) electronically transfer all Collection Data to CMO; and

- (ii) make all Collection Data available for transfer to, and access by, CMO,  
via an Application Programming Interface or web-based portal, in a format, and in  
accordance with other requirements, established by CMO.

**ARTICLE 5**  
**DOCUMENTATION AND PAYMENT**

**5.1 Documentation and Payment**

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
  - (i) total number of Public Space Collection Locations serviced; and
  - (ii) Blue Box Material collection summary report that complies with the requirements of Section 4.1(d) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

**EXHIBIT 2: PUBLIC SPACE COLLECTION LOCATIONS AND CONTAINER TYPES**

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Postal Code</b>	<b># of Receptacles at Location</b>	<b>Type of Receptacle</b>
Wonnacott Park	3174 Colin Street	Port Bruce	N5H2R2	2	Rollout Carts - Recycling Fibres + Recycling Containers

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

**EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN BLUE BOX MATERIAL PUBLIC SPACE  
COLLECTION CONTAINERS**

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

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**



**EXHIBIT 4: SERVICE COMMENCEMENT DATES**

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community (e.g. Public Space Collection Services will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date	Eligible Community
1.	7/1/2023	Township of Malahide

**EXHIBIT 5: COMPENSATION**

1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:

- (a) the Unit Price multiplied by the total number of Public Space Collection Locations in Exhibit 2 at the start of the applicable calendar month (provided that the Unit Price shall be prorated for Public Space Collection Locations that did not receive Collection Services for the entire calendar month). For clarity, the number of Public Space Collection Locations listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Public Space Collection Locations listed in Exhibit 2 is not the actual number of Public Space Collection Locations at the start of the applicable calendar month; plus
- (b) for each New Public Space Collection Location added during the applicable calendar month, the Unit Price prorated based on the number of Business Days during the calendar month after the effective date of the Change Order that added the New Public Space Collection Location.

For the purposes of this Statement of Work, “Unit Price” means \$7.88.

1.2 Fuel Price Adjustment

(a) Diesel Fuel

- (i) If the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Collection Vehicles are used for the performance of Collection Services, then:

A. the Unit Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Unit Price.

- (ii) An example of the payment adjustment calculation is shown below:

A. Diesel Fuel Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.

(b) Natural Gas

- (i) If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Collection Vehicles are used for the performance of Collection Services, then:
  - A. the Unit Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Natural Gas Index”) over the prior calendar month (“Percent Change for Natural Gas”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The natural gas price adjustment amount will be added to or subtracted from the Unit Price.
- (ii) An example of the payment adjustment calculation is shown below:
  - A.  $\text{Natural Gas Price Adjustment} = \text{Unit Price for the prior calendar month} \times 0.20 \times (\text{Percent Change for Natural Gas}) \times \text{percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.}$

### 1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first annual anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary, the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Unit Price for the prior calendar month (“Prior Calendar Month”), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price.
- (b) An example is shown below:
 
$$\text{Consumer Price Index Price Adjustment} = \text{Unit Price for the Prior Calendar Month} \times 0.80 \times (\text{CPI Change})$$
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the “Current Period”) divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, 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>). The CPI Table shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

**ATTACHMENT 01 TO SCHEDULE A**  
**STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY**  
**COLLECTION**  
**for**  
**MASTER SERVICES AGREEMENT**  
**Number 2022-00-21**

## Table of Contents

<b>STATEMENT OF WORK.....</b>	<b>1</b>
<b>EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS .....</b>	<b>4</b>
<b>Article 1 Definitions .....</b>	<b>4</b>
1.1    Definitions .....	4
<b>Article 2 Scope of Collection Services .....</b>	<b>6</b>
2.1    Scope of Collection Services .....	6
<b>Article 3 Service Provision .....</b>	<b>7</b>
3.1    Set-Out Location.....	7
3.2    Addition or Removal of Eligible Sources .....	7
3.3    Blue Box Material to be Collected.....	7
3.4    Blue Box Material from Non-Eligible Sources.....	8
3.5    Collection Containers .....	8
3.6    Non-Compliant Material.....	8
3.7    Unloading Blue Box Material .....	8
<b>Article 4 Record Keeping and Reporting Requirements.....</b>	<b>10</b>
4.1    Record Keeping and Reporting Requirements.....	10
<b>Article 5 Documentation and Payment .....</b>	<b>12</b>
5.1    Documentation and Payment .....	12
<b>EXHIBIT 2: ELIGIBLE SOURCES.....</b>	<b>13</b>
<b>EXHIBIT 3: MULTI-FAMILY BUILDINGS.....</b>	<b>14</b>
<b>EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS .....</b>	<b>15</b>
<b>EXHIBIT 5: NON-ELIGIBLE SOURCES.....</b>	<b>16</b>
<b>EXHIBIT 6: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM.....</b>	<b>17</b>
<b>EXHIBIT 7: SERVICE COMMENCEMENT DATES.....</b>	<b>18</b>
<b>EXHIBIT 8: COMPENSATION.....</b>	<b>19</b>

## **STATEMENT OF WORK**

### STATEMENT OF WORK NUMBER: 01

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of \_\_\_\_\_ BETWEEN Township of Malahide ("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", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of \_\_\_\_\_ ("Statement of Work Effective Date").

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 the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 7, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit 7 that are in existence on such date. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 7 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2 or referenced in Exhibits 3 or 4.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 7 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, extend this Statement of Work 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 "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 8, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work 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 Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - i. Exhibit 1 – Scope of Work and Other Provisions;
  - ii. Exhibit 2 – Eligible Sources;
  - iii. Exhibit 3 – Multi-family Buildings;

- iv. Exhibit 4 – Retirement Homes, Long-Term Care Homes and Schools;
- v. Exhibit 5 – Non-Eligible Sources;
- vi. Exhibit 6 – Blue Box Material Accepted in Collection System;
- vii. Exhibit 7 – Service Commencement Dates; and
- viii. Exhibit 8 – Compensation.

**[Remainder of Page Intentionally Left Blank]**

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

**TOWNSHIP OF MALAHIDE**

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**

“COLLECTION” means the collection of Blue Box Material from an Eligible Source located within an Eligible Community listed in Exhibit 7 and delivery of the collected Blue Box Material to a RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

“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 the MSA.

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

“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.

“NEW ELIGIBLE SOURCE” means a new eligible source as agreed to by the Parties for the purposes of this MSA.

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

“NON-COMPLIANT” means Blue Box Material that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-Blue Box Material;
- (ii) Blue Box Material not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 7 that is not an Eligible Source.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

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

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

“STREAM 1” has the meaning set out in Section 3.3(f)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

“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.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType shall be recorded on weigh scale tickets at an RF.

**ARTICLE 2**  
**SCOPE OF COLLECTION SERVICES**

**2.1 Scope of Collection Services**

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from Eligible Sources, including single-family residences, multi-family residences and facilities, including long-term care homes, retirement homes and schools, to each Eligible Source in a manner that meets or exceeds the standard, level, scope and quality of collection services the Eligible Source (or, for a New Eligible Source, a similar Eligible Source) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 22, 23 and 27.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from the point of collection through to delivery to an RF.
- (d) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

### **ARTICLE 3 SERVICE PROVISION**

#### **3.1 Set-Out Location**

- (a) The Contractor shall provide curbside Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage at curbside in an Eligible Community listed in Exhibit 7. Where the location of the curbside containers is not obvious, as may be the case with multi-family buildings, the Contractor shall be responsible for arranging with each Eligible Source to determine the collection point for Blue Box Material at the property.
- (b) The Contractor shall provide containerized Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage in containers such as carts or front-end bins in an Eligible Community listed in Exhibit 7. The set-out locations will vary by Eligible Source. The Contractor shall work with the specific addresses to determine the optimal set-out location of the recycling containers, which best meets the needs of the Eligible Source and the Contractor.

#### **3.2 Addition or Removal of Eligible Sources**

CMO and the Contractor may add New Eligible Sources or remove existing Eligible Sources, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

#### **3.3 Blue Box Material to be Collected**

- (a) The Contractor will collect the Blue Box Material listed in Exhibit 6 from Eligible Sources that is placed in containers (including both Contractor-provided and Customer-owned containers).
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any Blue Box Material that has been set out for collection during Contractor's performance of the Work.
- (c) 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.
- (d) If the average amount of Non-Blue Box Material collected from Eligible Sources in an Eligible Community (including Residences and Facilities) in any rolling six (6) month period exceeds four percent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (f) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 7 in two streams as follows (as such terms are generally described in Exhibit 6):

- (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

### **3.4 Blue Box Material from Non-Eligible Sources**

Other than for Non-Eligible Sources that are included in the count set out in Exhibit 5, the Contractor shall keep separate, and maintain separation of, Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources. For clarity, the Contractor may only mix the Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources included in the count set out in Exhibit 5. The Contractor, at its discretion, may remove Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5. CMO may propose the removal of Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5 through a Change Order.

### **3.5 Collection Containers**

The Contractor is responsible for replacing a damaged or missing container when requested by an Eligible Source.

### **3.6 Non-Compliant Material**

If Non-Compliant Material was tagged prior to the Statement of Work Eligible Community Service Commencement Date, the Contractor shall, if Blue Box Material is Non-Compliant, place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance.

### **3.7 Unloading Blue Box Material**

- (a) The locations of the RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:

- (i) The inbound Collection Vehicle shall pass over the weigh scale without exception. The operator of the Collection Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
  - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
  - (iii) Selected Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weigh scale to obtain a tare weight;
  - (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Collection Vehicle operator shall not clean out the Collection Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;
  - (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
  - (vi) Every Collection Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered; and
  - (vii) In the event an RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO.
- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

**ARTICLE 4**  
**RECORD KEEPING AND REPORTING REQUIREMENTS**

**4.1 Record Keeping and Reporting Requirements**

- (a) The Collection Vehicle operator will provide the necessary information to the RF representative such that the following data may be collected for each inbound vehicle:
  - (i) Date and time;
  - (ii) Originating Eligible Community ID number;
  - (iii) Valtype (i.e., the type or the majority fraction of combined loads from single-family residences, multi-family residences, long-term care homes, retirement homes, schools) as applicable to the load;
  - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
  - (v) Contractor ID number;
  - (vi) Collection Vehicle number;
  - (vii) Scale ticket number;
  - (viii) Gross weight (tonnes);
  - (ix) Tare weight (tonnes, including by split load if applicable); and
  - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (b) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF records and Contractor records can be made.
- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form approved by CMO, outlining kilometres driven and fuel consumed by Collection Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Collection Vehicle category and where Collection Vehicles are used for a specific Valtype the information for Collection Vehicles will be listed separately.
- (d) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Eligible Community and by route within each Eligible Community) under this Statement of Work. This shall include Monthly Blue Box Material Collected Report: Collection summary by Valtype, weight of each collection vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO).
- (e) The Contractor shall:

- (i) electronically transfer all Collection Data to CMO; and
- (ii) make all Collection Data available for transfer to, and access by, CMO,

via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.



**ARTICLE 5**  
**DOCUMENTATION AND PAYMENT**

**5.1 Documentation and Payment**

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
  - (i) total number of Eligible Sources serviced;
  - (ii) total number of Non-Eligible Sources serviced;
  - (iii) number of Eligible Sources added or removed through a Change Order during the calendar month, accompanied by the names and addresses of Facilities impacted; and
  - (iv) Blue Box Material collection summary report that complies with the requirements of Section 4.1(d) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

**EXHIBIT 2: ELIGIBLE SOURCES**

<b>Number of Single- and Multi-Family Residences Receiving Collection Service</b>	<b>Estimated Number of Public Space Receptacles Collected on Residential Routes in 2020</b>	<b>Number of Retirement Homes Receiving Collection Service</b>	<b>Number of Long-Term Care Homes Receiving Collection Service</b>	<b>Number of Schools Receiving Collection Service</b>	<b>Total Number of Eligible Sources Receiving Collection Service</b>
3,200	2	0	0	0	3,202

**\*NOTE: In the event of a conflict or inconsistency between the information presented in Exhibit 2, Exhibit 3 and Exhibit 4, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.**

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

**EXHIBIT 3: MULTI-FAMILY BUILDINGS**

Facility Name	Street Address	Municipality	Postal Code	Number of Units
None				

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

**EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS**

Facility Name	Street Address	Municipality	Postal Code	# of Units	# of Students
None					

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

**EXHIBIT 5: NON-ELIGIBLE SOURCES**

Name	Location	Address	City	Postal Code
None				

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

**EXHIBIT 6: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM**

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

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

**EXHIBIT 7: SERVICE COMMENCEMENT DATES**

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community (e.g. Residence and Facility Collection Services will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date	Eligible Community
1.	7/1/2023	Township of Malahide

**EXHIBIT 8: COMPENSATION**

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:
- (a) the Unit Price multiplied by the total number of Eligible Sources in Exhibit 2 at the start of the applicable calendar month (provided that the Unit Price shall be prorated for Eligible Sources that did not receive Collection Services for the entire calendar month). For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable calendar month; plus
  - (b) for each New Eligible Source added during the applicable calendar month, the Unit Price prorated based on the number of Business Days during the calendar month after the effective date of the Change Order that added the New Eligible Source; less
  - (c) a charge for the Blue Box Material from Non-Eligible Sources, based on (1) the total tonnes of Blue Box Material collected in the applicable calendar month, according to records provided pursuant to Section 5.1(b) of Exhibit 1, divided by (2) the total number of Eligible Sources listed in Exhibit 2 plus the total number of Non-Eligible Sources listed in Exhibit 5 (both based on counts set out in the applicable exhibit at the start of the applicable calendar month), multiplied by (3) the total number of Non-Eligible Sources included in the count set out in Exhibit 5 at the start of the applicable calendar month plus any other Non-Eligible Sources that contributed to the total tonnes of Blue Box Material collected in the applicable calendar month, multiplied by (4) the Non-Eligible Source Blue Box Material Tonne Price.

For the purposes of this Statement of Work, “Unit Price” means \$7.88 and “Non-Eligible Source Blue Box Material Tonne Price” means \$200.

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
  - (i) If the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Collection Vehicles are used for the performance of Collection Services, then:
    - A. the Unit Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Unit Price; and
    - B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment



shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Diesel multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Diesel Fuel Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.

(b) Natural Gas

(i) If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Collection Vehicles are used for the performance of Collection Services, then:

- A. the Unit Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> ("Natural Gas Index") over the prior calendar month ("Percent Change for Natural Gas") multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The natural gas price adjustment amount will be added to or subtracted from the Unit Price; and
- B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Natural Gas multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month.. The natural gas price adjustment amount will be

added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Natural Gas Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.

### 1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first annual anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary:
  - (i) the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Unit Price for the prior calendar month ("Prior Calendar Month"), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price; and
  - (ii) the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.
- (b) An example is shown below:
  - (i) Consumer Price Index Price Adjustment = Unit Price for the Prior Calendar Month x 0.80 x (CPI Change)
  - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the "Current Period") divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, 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>). The CPI Table shall be

subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

**ATTACHMENT 03 TO SCHEDULE A**  
**STATEMENT OF WORK FOR ELIGIBLE COMMUNITY PROMOTION AND EDUCATION**  
**for**  
**MASTER SERVICES AGREEMENT**  
**Number 2022-00-21**

## Table of Contents

<b>STATEMENT OF WORK.....</b>	<b>1</b>
<b>EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS .....</b>	<b>4</b>
<b>Article 1 Definitions .....</b>	<b>4</b>
<b>1.1 Definitions.....</b>	<b>4</b>
<b>Article 2 Scope of Promotion and Education Services .....</b>	<b>5</b>
<b>2.1 Scope of Promotion and Education Services.....</b>	<b>5</b>
<b>Article 3 Service Provision .....</b>	<b>6</b>
<b>3.1 Service Provision.....</b>	<b>6</b>
<b>Article 4 Documentation and Payment .....</b>	<b>7</b>
<b>4.1 Documentation and Payment.....</b>	<b>7</b>
<b>EXHIBIT 2: ELIGIBLE SOURCES.....</b>	<b>8</b>
<b>EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM.....</b>	<b>9</b>
<b>EXHIBIT 4: SERVICE COMMENCEMENT DATES.....</b>	<b>10</b>
<b>EXHIBIT 5: COMPENSATION.....</b>	<b>11</b>

**STATEMENT OF WORK**

**STATEMENT OF WORK NUMBER: 21**

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of \_\_\_\_\_ BETWEEN Township of Malahide ("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", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of \_\_\_\_\_ ("Statement of Work Effective Date").

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 the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit 4. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work 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 "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work 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 Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - i. Exhibit 1 – Scope of Work and Other Provisions;
  - ii. Exhibit 2 – Eligible Sources;
  - ii. Exhibit 3 – Blue Box Material Accepted in Collection System;
  - iv. Exhibit 4 – Service Commencement Dates; and

- v. Exhibit 5 – Compensation.

**[Remainder of Page Intentionally Left Blank]**

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

**TOWNSHIP OF MALAHIDE**

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**

“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 the MSA.

“FACILITY” has the meaning set out in the Regulation

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

“PROMOTION AND EDUCATION SERVICES” or “PES” means the Work under this Statement of Work.

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

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

**ARTICLE 2**  
**SCOPE OF PROMOTION AND EDUCATION SERVICES**

**2.1 Scope of Promotion and Education Services**

- (a) The Contractor will provide CMO with assistance and cooperate in developing and designing CMO's Promotion and Education Materials.
- (b) The Contractor will:
  - (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 Statement of Work and for no other purpose;
  - (iii) distribute CMO's Promotional and Educational Material and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO;
  - (iv) have primary responsibility for executing promotion and education for Eligible Sources including distribution of the Contractor's Promotion and Education Materials, including newsletters, calendars and apps for collection schedules.
- (c) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

**ARTICLE 3**  
**SERVICE PROVISION**

**3.1 Service Provision**

- (a) The Contractor will have primary responsibility for providing persons associated with Eligible Sources information about collection services, including:
- (i) where the Contractor is providing Residence and Facility collection:
- the days and times that collection service is provided;
  - a list of Blue Box Material that may be deposited into blue box receptacles;
  - a list of materials that may not be deposited into blue box receptacles;
  - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
  - a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.
- (ii) Where the Contractor is providing Depot collection:
- the location of every depot collection site and its hours of operation;
  - a list of blue box material that may be delivered to the depots;
  - a list of materials that may not be included with Blue Box Material when delivered to the depots; and
  - a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.
- (iii) Where the Contractor is providing Public Space collection:
- general descriptions of public space locations at which receptacles for Blue Box Material are available;
  - a list of blue box material that may be placed into public space receptacles for Blue Box Material;
  - a list of materials that may not be placed into public space receptacles for Blue Box Material; 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 2 Blue Box Material Accepted in Collection System in communications with Eligible Sources.

**ARTICLE 4**  
**DOCUMENTATION AND PAYMENT**

**4.1 Documentation and Payment**

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include, in respect of the period covered by the applicable monthly work report, the total number of Eligible Sources.
- (c) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 4.1(a) of this Exhibit 1 for such calendar month.
- (d) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

**EXHIBIT 2: ELIGIBLE SOURCES**

<b>Number of Single- and Multi-Family Residences Receiving Collection Service</b>	<b>Estimated Number of Public Space Receptacles Collected on Residential Routes in 2020</b>	<b>Number of Retirement Homes Receiving Collection Service</b>	<b>Number of Long-Term Care Homes Receiving Collection Service</b>	<b>Number of Schools Receiving Collection Service</b>	<b>Total Number of Eligible Sources Receiving Collection Service</b>
3,200	2	0	0	0	3,202

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

**EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM**

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

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

**EXHIBIT 4: SERVICE COMMENCEMENT DATES**

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community (e.g. PES will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date	Eligible Community
1.	7/1/2023	Township of Malahide

**EXHIBIT 5: COMPENSATION**

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:
  - a) \$1.50 multiplied by the total number of Eligible Sources listed in Exhibit 2 at the start of the applicable calendar month that received Residence or Facility collection services from the Contractor pursuant to a Statement of Work during such calendar month and divided by twelve (12).
- 1.2 For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable calendar month.
- 1.3 The number of Eligible Sources listed in Exhibit 2 shall be updated to reflect any Change Orders agreed under the MSA.





## Report to Council

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**REPORT NO.:** PW-23-10  
**DATE:** February 16, 2023  
**ATTACHMENT:** None  
**SUBJECT:** TENDER AWARD – BURKS DRAIN NO. 3

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### **Recommendation:**

**THAT Report No. PW-23-10 entitled “Tender Award – Burks Drain No.3” be received;**

**AND THAT the tender for the Burks Drain No.3 be awarded to Robert M. Simon Construction Ltd., in the amount of \$55,026.25 (plus applicable taxes).**

### **Background:**

As Council is aware, the Township of Malahide received a petition for drainage to have a new drain constructed on Lyons Line. The landowners, John Burks and Dan Dykxhoorn, have petitioned the Township to have a new drain constructed on the north side of Lyons Line west of the intersection with Whittaker Road. Township Council authorized for tenders to be called by resolution No. 22-265 following the first and second reading of Bylaw No. 22-86.

“No. 22–265  
 Moved By: Scott Lewis  
 Seconded By: Sarah Leitch

THAT the Court of Revision for the Burks Drain No. 3 be scheduled to be held on January 19, 2023, at 7:30 p.m.

Carried”

### **Comments/Analysis:**

The Township of Malahide called tenders for the construction of the Burks Drain No. 3 which closed on January 26, 2023 at 11:00 am. The Township received 5 (five) bid submissions at that time. The tender results are as follows, prices do not include taxes.

Robert Simon Construction - \$55,026.25  
 New Day Construction - \$60,410.00  
 Froese Excavating - \$72,200.00  
 A. G. Hayter Contracting – \$82,528.00  
 J & L Henderson Limited - \$97,467.00

Engineer's Estimate: \$61,550.00

The lowest bid was received from Robert Simon Construction Ltd., in the amount of \$55,026.25 (plus HST). Staff are satisfied that Robert Simon Construction Ltd. can perform the duties tasked in this contract. The Staff would therefore recommend that the Council award the Burks Drain No.3 tender Robert Simon Construction Ltd.

#### **Financial Implications to Budget:**

The Drainage Act RSO 1990, Sec 59(1) requires award of contract for tenders closing within 130% of the Engineers Estimate. The low tender submitted by Robert Simon Construction is less than the cost estimated by the Engineer and is required to award.

Actual incurred project costs will be distributed to the benefitting landowners provided in the assessment schedule of the adopted engineers report.

#### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Our Local Government" Strategic Pillar is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



## Report to Council

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**REPORT NO.:** PW-23-11  
**DATE:** February 16, 2023  
**ATTACHMENT:** None  
**SUBJECT:** TENDER AWARD – PRESSEY LINE DRAIN

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### **Recommendation:**

**THAT Report No. PW-23-11 entitled “Tender Award – Pressey Line Drain” be received;**

**AND THAT the tender for the Pressey Line Drain be awarded to Van Gorp Drainage and Excavating Inc., in the amount of \$ 116,300.00 (plus applicable taxes).**

### **Background:**

As Council is aware, the Township of Malahide received a petition for drainage to have a new drain constructed on Pressey Line. The landowners, Hank Chromczak and Aart Muilwyk, have petitioned the Township to have a new drain constructed on the south side of Pressey Line east of the intersection with Carter Road. Township Council authorized for tenders to be called by resolution No. 22-295 following the first and second reading of Bylaw No. 22-94.

“No. 22–295  
Moved By: Scott Lewis  
Seconded By: Rick Cerna

THAT the Court of Revision for the Pressey Line Drain be scheduled to be held on January 5, 2023, at 7:30 p.m.

Carried.”

### **Comments/Analysis:**

The Township of Malahide called tenders for the construction of the Pressey Line Drain which closed on January 26, 2023 at 11:00 am. The Township received 3 (three) bid submissions at that time. The tender results are as follows, prices do not include taxes.

Van Gorp Drainage - \$116,300.00  
 A.G. Hayter Contracting -\$151,630.00  
 Van Bree Drainage - \$152,600.00

Engineer's Estimate: \$111,650.00

The lowest bid was received from Van Gorp Drainage and Excavating Inc., in the amount of \$116,300.00 (plus HST). Staff are satisfied that Van Gorp Drainage and Excavating Inc. can perform the duties tasked in this contract. The Staff would therefore recommend that the Council award the Pressey Line Drain tender to Van Gorp Drainage and Excavating Inc.

#### **Financial Implications to Budget:**

The Drainage Act RSO 1990, Sec 59(1) requires award of contract for tenders closing within 133% of the Engineers Estimate. The low tender submitted by Van Gorp Drainage is more than the cost estimated by the Engineer but within the 133% and is required to award.

Actual incurred project costs will be distributed to the benefitting landowners provided in the assessment schedule of the adopted engineers report.

#### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Our Local Government" Strategic Pillar is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



## Report to Council

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**REPORT NO.:** PW-23-12  
**DATE:** February 16, 2023  
**ATTACHMENT:** None  
**SUBJECT:** TENDER AWARD – KETTLE CREEK DRAIN

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### **Recommendation:**

**THAT Report No. PW-23-12 entitled “Tender Award – Kettle Creek Drain” be received;**

**AND THAT the tender for the Kettle Creek Drain be awarded Robert M. Simon Construction Ltd., in the amount of \$178,151.00 (plus applicable taxes).**

### **Background:**

As Council is aware, the Township of Malahide received a Request for Improvement for the portion of the Kettle Creek Drain that runs from Helder Road to just west of Imperial Road. Jim Crane, the landowner at 2733 Avon Road, has requested a bottom cleanout be completed to attempt to alleviate drainage issues he is having on the southerly portion of his property. Township Council authorized for tenders to be called by resolution No. 22-293 following the first and second reading of Bylaw No. 22-93.

“No. 22–293  
 Moved By: Scott Lewis  
 Seconded By: Sarah Leitch

THAT the Court of Revision for the Kettle Creek Drain be scheduled to be held on January 5, 2023, at 7:30 p.m.

Carried”

### **Comments/Analysis:**

The Township of Malahide called tenders for the re-construction of the Kettle Creek Drain which closed on January 26, 2023 at 11:00 am. The Township received 6 (six) bid submissions at that time. The tender results are as follows, prices do not include taxes.

Robert Simon Construction - \$178,151.00

New Day Construction - \$192,220.00  
 Froese Excavating - \$230,510.00  
 J & L Henderson Limited - \$282,747.50  
 Laemers Excavating - \$353,450.00  
 Murray Mills Excavating - \$398,063.00

Engineer's Estimate: \$198,460.00

The lowest bid was received from Robert Simon Construction Ltd., in the amount of \$178,151.00 (plus HST). Staff are satisfied that Robert Simon Construction Ltd. can perform the duties tasked in this contract. The Staff would therefore recommend that the Council award the Kettle Creek Drain tender Robert Simon Construction Ltd.

#### **Financial Implications to Budget:**

The Drainage Act RSO 1990, Sec 59(1) requires award of contract for tenders closing within 133% of the Engineers Estimate. The low tender submitted by Robert Simon Construction is less than the cost estimated by the Engineer and is required to award.

Actual incurred project costs will be distributed to the benefitting landowners provided in the assessment schedule of the adopted engineers report.

#### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Our Local Government" Strategic Pillar is "Embody Financial Efficiency throughout Decision-Making". Ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayer's works to achieve this goal.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



## Report to Council

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**REPORT NO.:** PW-23-08  
**DATE:** February 16, 2023  
**ATTACHMENT:** Letter from CJDL; and,  
Notice of Engineer's Recommendation Not to Proceed  
**SUBJECT:** **REQUEST TO WITHDRAW PETITION – THOMPSON DRAIN,  
BRANCHES D & E**

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### Recommendation:

**THAT Report No. PW-23-08 entitled “Request to Withdraw Petition – Thompson Drain, Branches D & E” be received;**

**AND THAT the Notice of Engineers Recommendation to Not Proceed with Drainage works at 10545 Imperial Road, property owned by Silvercreek Solar Park Inc. (formerly Hydro One Networks) be received;**

**AND THAT the request to withdraw the Petition be approved.**

### Background:

A Petition for Drainage was received by the Township of Malahide with regards to the former Hydro One property at 10545 Imperial Road. There was a proposal by Hydro One to further develop the property into a substation which may have required additional allocation/capacity for storm water runoff generated from the property. An improvement to the existing Thompson Municipal Drain, Branches D & E was requested by the landowner.

### Comments/Analysis:

The substation has been constructed with sufficient stormwater management to control surface runoff to predevelopment levels. Hydro One has indicated the drainage from the site was acceptable and has asked to withdraw the petition to improve the Thompson Drain, Branches D & E.

As per *Section 40* of the *Drainage Act, R.S.O. 1990*, CJDLC has filed a letter with the Township to have the drain process halted due to the drainage works not being required.

The Staff have completed a Notice of Engineer's Recommendation Not to Proceed Form (see attachment). Staff recommends the Council accept the Recommendation Not to Proceed.

### **Financial Implications to Budget:**

N/A.

### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Embody Financial Efficiency throughout Decision-Making" Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayers.

Submitted by:	Approved by:	Approved for Council:
Bob Lopez, Engineering Technologist/ Drainage Superintendent	Matt Sweetland, P.Eng., Director of Public Works	Adam Betteridge, Chief Administrative Officer



1614

27 January 2023

Township of Malahide  
87 John Street South  
Aylmer, Ontario  
N5H 2C3

RE: THOMPSON MUNICIPAL DRAIN, BRANCHES D&E  
TOWNSHIP OF MALAHIDE

ATTENTION: MR. BOB LOPEZ, DRAINAGE SUPERINTENDENT

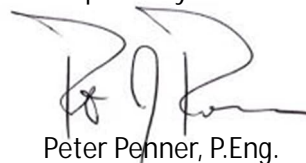
Dear Sir:

At its regular meeting of 19 November 2015, Malahide Council resolved to appoint Peter Penner, P. Eng. of Cyril J. Demeyere Limited, by Report No. PS-15-32, to prepare a drainage report pursuant to *Section 4(1) of The Drainage Act, R.S.O. 1990*, after receiving the Petition for Drainage Works filed by Hydro One.

The Petition for Drainage Works was filed to request improvements to the Thompson Municipal Drain, Branches D&E to accommodate an expansion to the Aylmer Hydro Substation located at 10505 Imperial Road. The Substation was subsequently constructed with sufficient stormwater management to control runoff to pre-development levels. On 20 January 2023, Hydro One indicated the drainage from the site was acceptable and withdrew the petition to improve the Thompson Municipal Drain, Branches D&E. A Municipal Drain Report is no longer required. CJDL requests that the Petition for Drainage Works process be concluded.

If there are any questions, please do not hesitate to contact this office.

Respectfully submitted,



Peter Penner, P.Eng.

PP/kc

c.c. Mr. Mathew Sweetland, P. Eng., Director of Physical Services, Township of Malahide  
Ms. Fiona Mullin, Environmental Planner, Hydro One Networks Inc.

The Township of Malahide  
87 John Street South  
Aylmer, Ontario  
N5H 2C3

## Notice of Engineer's Recommendation Not to Proceed

*Drainage Act*, R.S.O. 1990, c. D.17, s. 40

To:  
**Hydro One Networks Inc.**  
**Attn: Fiona Mullin**  
**TCT12**  
**483 Bay Street**  
**Toronto, ON**  
**M5G 2P5**

**Subject Property - 10545 Imperial Road, Roll number 340800004001800**

Take notice that the engineer appointed by council in response to your petition for drainage works has investigated and reported that the proposed drainage works:

- ☒ Is not required;
- ☐ Is impractical;
- ☐ Cannot be constructed under the *Act*;

And has stated this reason in the report filed with the clerk of the municipality on 2023/01/27 . A copy of the report is attached.  
Date (yyyy/mm/dd)

Take further notice that the municipality will not proceed further with the *Drainage Act* process unless the decision of the engineer is reversed on appeal.

Name of Clerk (Last Name, First Name )

Adam, Allison

Name of Municipality

Township of Malahide

Signature of Clerk

*A Adams*

Date (yyyy/mm/dd)

2023/01/30

Date sent\* (yyyy/mm/dd)

2023/02/01

**\*Right of appeal** - Any owner affected by the above mentioned report may appeal to the Agriculture, Food and Rural Affairs Appeal Tribunal within forty days after the sending of this notice. *Drainage Act*, R.S.O. 1990, c. D.17, subs. 48(1)(d).





## Report to Council

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**REPORT NO.:** PW-23-13  
**DATE:** February 16, 2023  
**ATTACHMENT:** None  
**SUBJECT:** TENDER RESULTS: 2023-2025 ROADSIDE GRASS CUTTING

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### **Recommendation:**

**THAT Report No. PW-23-13 entitled “Tender Results: 2023-2025 Roadside Grass Cutting” be received;**

**AND THAT the contract for the 2023-2025 Roadside Grass Cutting be awarded to Fitch General Contracting Inc., of Delhi, Ontario, in the amount of \$45,844.00 in 2023 (excluding applicable taxes);**

**AND THAT the Mayor and Clerk be authorized to enter into an agreement with Fitch General Contracting Inc. for the purpose of completing the 2023-2025 Roadside Grass Cutting Program.**

### **Background:**

The Township of Malahide regularly contracts Roadside Grass Cutting services from capable service providers to maintain roadside grass along all township and county roadways.

In June 2016, the Council amended the Township roadside grass cutting service level to include a double pass (3.6m) twice annually.

The current County roadside grass cutting service level includes a double pass (3.6m) for the first cut, and a single pass (1.8m) for the second cut.

The previous roadside grass cutting contract expired at the end of 2022 and a new tender for service was issued on January 13, 2023.

**Comments/Analysis:**

The tenders closed on February 3, 2023 with four contractors submitting bids. The low bid \$45,844.00 (plus applicable taxes) was received from Fitch General Contracting Inc. of Delhi, Ontario.

The terms of the current multi-year contract are for a one (1) year period commencing April 1, 2023 and ending March 31, 2024, with an option to renew for two (2) additional one (1) year periods. Pricing must remain firm for the first year of the contract. The successful contractor, upon request will be granted a rate increase in the subsequent year(s), based on the Consumer Price Index (CPI) – Ontario All Goods Index for the proceeding twelve (12) month period, to the nearest \$0.05. Price increases must be submitted to the Township ninety (90) days before the anniversary date for each year.

The Contractor shall provide the Township a minimum 90 days' notice in advance of the start of any term if they do not wish to renew for the next additional one (1) year term.

The Township shall provide a minimum 90 days' notice to the bidder if they choose not to exercise the option to renew for the next additional (1) year term.

**Elgin County Roads:**

The cutting of vegetation shall be completed 2 times annually, in the spring and in the fall. The width of cutting shall be a minimum of 3.6m from the edge of shoulder in the Spring, and a minimum width of 1.8m in the fall.

The first cutting shall consist of a minimum of 3.6m (11.8 foot) swath starting at the shoulder and following the ditch slopes on both sides of the travelled portion of road. The grass shall be cut to a height of 4". Vegetation shall be cut close around guide rail posts and a minimum width of 1.8m behind guide rail. Vegetation shall be cut across all road property at intersections to achieve a clear sight distance of at least 200m in all directions from intersections.

The second cutting shall consist of a minimum of 1.8 metre (6 foot) swath starting at the shoulder and following the ditch slopes on both sides of the travelled portion of road. The grass shall be cut to a height of 4". The vegetation shall be cut close around guide rail posts and guide rail. Vegetation shall be cut across all road property at intersections to achieve a clear sight distance of at least 200m in all directions from intersections.

**Township of Malahide Roads:**

The cutting of vegetation shall be completed 2 times annually, in the spring and in the fall. The width of cutting shall be a minimum of 3.6m from the edge of shoulder in the spring and a minimum width of 3.6m in the fall.

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A provisional item was included in the Form of Tender for the provision of labour and equipment by the hour for additional work (site triangles, parks, etc.) as directed by the Director of Public Works or his designate. If the contractor is asked to undertake hourly work, the Township will attempt to coordinate the scheduling of the provisional work consistent with the timing of the contractor other obligations with the Township.

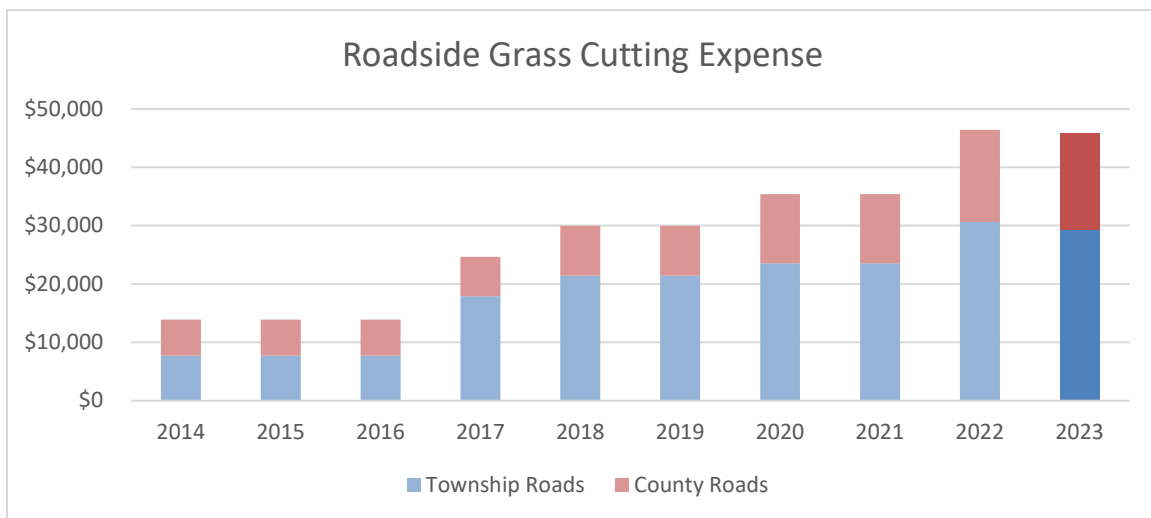
### **Financial Implications to Budget:**

The roadside grass cutting tender represents the most significant portion of the roadside grass and brushing budget.

The low bid submission price received represents a 1.3% reduction over the 2022 price.

To provide a comparison, the previous annual roadside grass cutting prices are as follows:

AREA	2014-2016	2017	2018-2019	2020-2021	2022	2023
County	\$6,154	\$6,703	\$8,531	\$11,853	\$15,823	\$16,520
Township	\$7,730	\$17,925	\$21,428	\$23,547	\$30,611	\$29,324
<b>Total</b>	<b>\$13,884</b>	<b>\$24,627</b>	<b>\$29,959</b>	<b>\$35,400</b>	<b>\$46,435</b>	<b>\$45,844</b>



Staff have checked with the submitted references including the Municipality of Central Elgin who has provided positive feedback related to previous dealings with the low bid contractor.

The recommended award at the rate of \$45,844 is within the anticipated \$60,000 budgeted amount defined in report PW-23-01 which received prebudget approval by Resolution No. 23-016.

**Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ACSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the “Local Government” Strategic Pillar relates to “Embody Financial Efficiency throughout Decision-Making”.

Securing service providers using a competitive procurement practice and using a purchasing co-operative typifies this goal.

Submitted by:	Approved by:	Approved for Council:
Ryan DeSutter Roads & Construction Manager	Matt Sweetland, P Eng. Director of Physical Services	Adam Betteridge, Chief Administrative Officer

**TOWNSHIP OF MALAHIDE****SUMMARY OF QUOTES****PW-23-01 – Roadside Grass Cutting**

**Subject to Council's Consideration and Approval.**

(Prices do not include HST)

<b>BIDDER</b>	<b>PRICE</b>
Fitch General Contracting Inc., Delhi, Ontario	PART A: \$45,844.00
	PART B: \$ 7,802.00
VERDANT DBM Inc. Ingersoll, Ontario	PART A: \$54,375.00
	PART B: \$ 4,235.00
D&D Commercial Property Maintenance Ltd., Ingersoll, Ontario	PART A: \$81,100.00
	PART B: \$19,750.00
2803910 Ontario Inc. / 4M Services, London, Ontario	PART A: \$109,475.52
	PART B: \$ 36,381.76

**REPORT NO.:** CLERK-23-01  
**DATE:** February 16, 2023  
**ATTACHMENT:** Draft Terms of Reference  
**SUBJECT:** **IMPLEMENTATION OF FLEET MANAGEMENT COMMITTEE**

It is recommended that the newly established Fleet Committee, if approved, be composed of two (2) members of Council, the Director of Public Works, the Roads and



Construction Manager. The Public Works Coordinator would also be involved as a non-voting recording secretary.

As an advisory committee, it will provide recommendations, advice and information to Council on those specialized matters which relate to the purpose of the advisory committee. The purpose of the Fleet Committee is to assist Council in making decisions on matters regarding Township fleet. A terms of reference document has been drafted that outlines the areas that the Committee would be responsible for and how it will work to support and ensure compliance with the Township's vision in relation to fleet management.

#### **Financial Implications to Budget:**

There are no financial implications to the Budget.

#### **Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ACSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Embody Financial Efficiency throughout Decision-Making" Strategic Pillar is ensuring that the cost of maintaining municipal infrastructure is equitably borne by current and future ratepayers.

Submitted by:	Approved by:	Approved by:
Allison Adams, Manager of Legislative Services/Clerk	Matt Sweetland, P.Eng, Director of Public Works	Adam Betteridge, Chief Administrative Officer

**Township of Malahide  
Fleet Management Committee  
Terms of Reference**

**Purpose of the Committee**

To provide recommendations, advice and information to Council on those specialized matters which relate to the purpose of the Advisory Committee. The purpose of the Malahide Township Fleet Committee is to advise and assist Council in making decisions pertaining to Township fleet required for the carrying out of public works and services of the Township.

The Committee is guided by the Municipal Act, the Conflict of Interest Act, the Township of Malahide procedural By-law and the Committee Terms of Reference.

**Objectives**

General responsibilities of the Fleet Committee include:

- Operating status of ongoing existing Township fleet compliment;
- Positive & negative consequence, financial and otherwise, of ongoing maintenance / replacement;
- Specified operating use of each vehicle and wheeled equipment;
- Advisory of current industry best-practice and resource optimization;
- Annual review of ongoing long-term fleet replacement plan;
- Recommend redeployment or disposal of inadequate or outdated fleet and wheeled equipment; and,
- Make requisite recommendations to the Council.

**Membership Composition and Responsibilities**

The Fleet Committee shall be composed of:

- \*Two (2) members of Council who, in the opinion of Council, have the requisite experience and knowledge of heavy equipment and fleet.
- the Director of Public Works;
- the Roads and Construction Manager; and,
- the Public Works Coordinator as non-voting recording secretary.

\* As an alternative to two (2) Council members, Council may appoint one (1) member of Council and one (1) lay committee member. Where this alternative is used, the lay committee member shall: be a resident of the Township; and, be well experienced and knowledgeable in heavy equipment and fleet (preferably a current heavy-duty equipment technician). Council may consider an honorarium for the lay committee member, and shall publicly post for those interested to apply.

The Council shall appoint all Committee members by By-law.

The term of appointment for members of Council shall be concurrent with the four (4) year term of Council.

The term of appointment for any lay member shall be for two (2) years, with an option to renew without a public posting for one (1) additional two (2) year term.

The Fleet Committee shall, at its first meeting in each term, elect from its membership, a Chair, a Vice Chair and a non-voting Recording Secretary.

The Fleet Committee shall not give direction to staff, nor shall request, without the approval of Council, the preparation of any administrative reports, research or work assignments. Notwithstanding this, the Fleet Committee may make recommendations to Council that further information, and/or advice from a specialized 3<sup>rd</sup> party, is necessary/required in order to make an informed recommendation.

Where Council is of the opinion that neither the two (2) members of Council or the stated alternative will achieve the purpose of the Committee, Council shall consider terminating the Fleet Management Committee.

### **Meeting Roles and Requirements**

The Committee shall meet at least twice (2) each calendar year, generally in April and in September, as well as on an as needed basis as directed by Council, or the Chief Administrative Officer of the Township in consultation with the Director of Public Works.

The Township's Procedural By-law 17-97, Section 12, can be referred to for committee rules and regulations that shall be observed in all proceedings of the Committee for the order and conduct of business therein.

### **Minutes and Agenda**

The Secretary will prepare and distribute the Agenda and provide recording secretarial services. The Minutes of each meeting will be amended when necessary and adopted at the following Committee Meeting. Approved minutes shall be forwarded to the municipal clerk for inclusion in the next Council agenda. Recommendations to Council shall be made by Committee resolution and forwarded to the municipal clerk for inclusion in the next Council agenda for Council's consideration.

### **Amendments to the Terms of Reference**

Amendments to the Terms of Reference may be proposed to Council from time to time, by members of the Committee for their endorsement requiring a majority of the voting membership.

Amendments to the Terms of Reference can only be made by Council.

**General Conduct**

The Committee meetings shall be conducted in accordance with Council's current Procedural By-law regarding Committee Meetings, and Robert's Rules of Order.

The meetings shall be held in public. Closed sessions shall comply with the Municipal Act, Section 239.

DRAFT



## Report to Council

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**REPORT NO.:** CLERK-23-02  
**DATE:** February 16, 2023  
**ATTACHMENT:** N/A  
**SUBJECT:** **OUTSTANDING COMMITTEE APPOINTMENTS**

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### **Recommendation:**

**THAT Report CLERK-23-02 entitled “Outstanding Committee Appointments” be received;**

**AND THAT the Clerk be directed to prepare the necessary by-law for Council’s consideration at a future meeting.**

### **Background:**

Municipal Councils may establish and utilize different types of committees to assist with providing advice on respective matters and/or carrying out a specific function.

Council has made some appointments through recent By-law Nos. 22-88 and By-law 23-01. Outstanding appointments were deliberately left vacant to allow for further discussion and recruitment.

### **Comments/Analysis:**

Committee appointments are required to be established by By-law and are reviewed each term of Council. It has been determined that some committees have dissolved throughout the last term, and as such, no longer require appointments moving forward.

Existing appointments and proposed updates are summarized in the table on the following page:

- Areas highlighted below in blue are confirmed by By-law 22-88
- Areas highlighted below in yellow are confirmed by By-law 23-01
- Areas highlighted in green are recommended for inclusion in an amended By-law

Position	Name of Appointment	Term of Office
Weed Inspector	Jeff Lawrence	Term of Council
Aylmer Cemetery Board	Rick Cerna	Term of Council
Aylmer-Malahide Museum Board	Sarah Leitch	Term of Council
EECC Board	Dominique Giguère Mark Widner Sarah Leitch Johnny Wilson Rick Cerna Scott Lewis Chester Glinski	Term of Council
Aylmer Area Secondary Water System Board of Management and Port Burwell Secondary Water System Board of Management	Chester Glinski Mark Widner (alternate)	Term of Council
Elgin Area Primary Supply System - Elgin Board	Aylmer representative Mark Widner (alternate)	Term of Council
Catfish Creek Conservation Authority	Scott Lewis	Term of Council
Kettle Creek Conservation Authority	John H. Wilson	Term of Council
Long Point Region Conservation Authority	Bayham Representative <i>*determined in consultation with the Municipality of Bayham</i>	Term of Council
Elgin Group Police Services Board	Dominique Giguère	Term of Council
Committee of Adjustment	Dominique Giguère Mark Widner Sarah Leitch John H. Wilson Rick Cerna Scott Lewis Chester Glinski	Term of Council
Elgin County Land Division Committee	Dave Jenkins	Term of Council
Terrace Lodge Fundraising Committee	Sarah Leitch	Term of Council
Equipment/Fleet Committee	TBD	Term of Council
Community Emergency Management Program Committee	Dominique Giguère Mark Widner	Term of Council

**Financial Implications to Budget:**

There are no financial implications to the Budget.

**Relationship to Cultivating Malahide:**

The Cultivating Malahide Integrated Community Sustainability Plan (ACSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the “Our Local Government” Strategic Pillar relates to “Pursue New Partnerships”. Appointing Council members to committees and boards creates joint collaboration amongst government organizations and external community groups that is beneficial to the community in which they serve.

Submitted by:	Approved by:
Allison Adams, Manager of Legislative Services/Clerk	Adam Betteridge, Chief Administrative Officer



**LONG POINT REGION CONSERVATION AUTHORITY**  
**Board of Directors Meeting Minutes of January 11, 2023**  
**Approved February 1, 2023**

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Members in attendance:

John Scholten, Chair	Township of Norwich
Michael Columbus, Vice-Chair	Norfolk County
Shelley Ann Bentley	Haldimand County
Dave Beres	Town of Tillsonburg
Doug Brunton	Norfolk County
Robert Chambers	County of Brant
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Chris Van Paassen	Norfolk County
Rainey Weisler	Municipality of Bayham/Township of Malahide
Peter Ypma	Township of South-West Oxford

Regrets: none

Staff in attendance:

Judy Maxwell, General Manager  
 Aaron LeDuc, Manager of Corporate Services  
 Leigh-Anne Mauthe, Interim Manager of Watershed Services  
 Paul Gagnon, Lands and Waters Supervisor  
 Zachary Cox, Marketing Coordinator  
 Dana McLachlan, Executive Assistant

**1. Welcome and Call to Order**

The chair called the meeting to order at 6:30 p.m., Wednesday, January 11, 2023.

**2. Additional Agenda Items**

There were no additional agenda items.

**3. Declaration of Conflicts of Interest**

None were declared.

**4. Election of Chair and Vice-Chair 2023**

The Chair and Vice-Chair vacated their seats and Ms. Kimberley Earls, Executive Director for South Central Ontario Region Economic Development Corporation assumed the Chair position. The positions for Chair and Vice-Chair were declared vacant.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
 Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma



**A-1/23**

Moved by C. Van Paassen

Seconded by R. Weisler

*THAT the LPRCA Board of Directors appoints Alison Earls as scrutineer for the purpose of electing officers.*

**CARRIED**

**a) Election of Chair**

1) Call for Nominations

Robert Chambers nominated John Scholten who accepted the nomination.

Chair Earls made two further calls for nominations. There were no further nominations.

2) Motion to Close Nominations for Chair

**A-2/23**

Moved by R. Chambers

Seconded by D. Brunton

*THAT the nominations for the Chair be closed.*

**CARRIED**

3) Distribution and collection of ballots by Scrutineer

Ballots were not required.

4) Announce Election Results

John Scholten was declared the Long Point Region Conservation Authority Chair for 2023.

5) Motion to Destroy Ballots

Ballots were not required

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

**b) Election of Vice-Chair**

1) Call for Nominations

Dave Beres nominated Michael Columbus who accepted the nomination.

Chair Earls made two further calls for nominations. There were no further nominations.

2) Motion to Close Nominations for Vice-Chair

**A-3/23**

Moved by D. Beres

Seconded by P. Ypma

*THAT the nominations for the LPRCA Vice-Chair be closed.*

**CARRIED**

3) Distribution and collection of ballots by Scrutineer

Ballots were not required.

4) Announce Election Results

Michael Columbus was declared the Long Point Region Conservation Authority Vice-Chair for 2023.

5) Motion to Destroy Ballots

Ballots were not required.

The Chair and Vice-Chair thanked their nominators and the Board for their support and were looking forward to the year ahead.

John Scholten assumed the Chair. Ms. K. Earls and Ms. A. Earls were thanked for their service and left the meeting at 6:40 p.m.

**5. Committee Appointments**

The General Manager reviewed each of the committee membership requirements and members were asked to express interest in committee appointments. A vote was required for the Lee Brown Marsh Management Committee.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

**A-4/23**

Moved by P. Ypma

Seconded by R. Weisler

*THAT the LPRCA Board of Directors approves the following appointments for 2023:*

*Dave Beres as the Land Acquisition Chair;*

*And*

*Michael Columbus and the LPRCA Chair to the Lee Brown Marsh Management Committee;*

*And*

*Robert Chambers, Dave Beres, Tom Masschaele, and the LPRCA Chair to the Backus Museum Committee;*

*And*

*Doug Brunton, Stewart Patterson, Chris Van Paassen, the LPRCA Chair, and LPRCA Vice-chair to the Audit and Finance Committee.*

**CARRIED**

**6. Minutes of the Previous Meeting**

**a) Board of Directors Meeting Minutes of December 7, 2022**

There were no questions or comments.

**A-5/23**

Moved by S. Patterson

Seconded by P. Ypma

*THAT the minutes of the LPRCA Board of Directors Meeting held December 7, 2022 be approved as circulated.*

**CARRIED**

**7. Business Arising**

No business arising from the previous minutes.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

## **8. Review of Committee Minutes**

No committee minutes presented.

## **9. Correspondence**

- a) Municipality of Bayham re: 2023 Draft LPRCA Budget
- b) Oxford County re: LPRCA Board Appointments
- c) Oxford County re: Review of a Place to Grow and Provincial Policy Statement
- d) Municipality of Bayham re: LPRCA Board Appointment
- e) Haldimand County re: LPRCA Board Appointments
- f) Malahide Township re: LPRCA Board Appointment

### **A-6/23**

Moved by T. Masschaele

Seconded by D. Beres

*THAT the correspondence outlined in the Board of Directors Agenda of January 11, 2023 be received as information.*

**CARRIED**

## **10. Development Applications**

### **a) Section 28 Regulations Approved Permits**

Through the General Manager's delegating authority, 19 applications were approved in the past month. LPRCA-10/22, LPRCA-224/22, LPRCA-262/22, LPRCA-263/22, LPRCA-264/22, LPRCA-265/22, LPRCA-266/22, LPRCA-267/22, LPRCA-268/22, LPRCA-269/22, LPRCA-270/22, LPRCA- 271/22, LPRCA-272/22, LPRCA-273/22, LPRCA-274/22, LPRCA- 275/22, LPRCA-276/22, LPRCA-277/22, and LPRCA-278/22.

All of the staff-approved applications met the requirements as set out in Section 28 of the *Conservation Authorities Act*.

A total of 278 permits were issued in 2022, comparable to the number of permits issued in 2021.

### **A-7-23**

Moved by S. Patterson

Seconded by S. Bentley

*THAT the LPRCA Board of Directors receives the Section 28 Regulations Approved Permits report dated January 11, 2023 as information.*

**CARRIED**

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### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

## **11. New Business**

### **a) Legislative and Regulation Changes Effective January 1, 2023**

On December 28, 2022, the government announced amendments to the *Conservation Authorities Act* and amendments to two of the regulations approved in support of Bill 23 that affect LPRCA.

Immediately following the release of the new amendments, a Minister's Direction was received advising all conservation authorities to freeze planning and permitting fees effective January 1, 2023 to December 31, 2023. Therefore, LPRCA planning and permitting fees will remain at 2022 rates. The impact to the 2023 budget is minimal.

The changes to the Act do not affect LPRCA's regulatory role related to Natural Hazards such as flooding, erosion, and dynamic beach area.

Staff will continue to review all changes and comply with the legislation.

#### **A-8/23**

Moved by M. Columbus

Seconded by D. Brunton

*That the LPRCA Board of Directors receives the staff report regarding the Minister's Direction and Legislative and Regulatory Changes Effective January 1, 2023 as information.*

**CARRIED**

### **b) 2023 LPRCA Budget Vote**

After the Budget meeting on November 9, 2022, the 2023 LPRCA Draft Budget was circulated to member municipalities for a 30-day comment period on November 10, 2022. Staff responded to a request from the Municipality of Bayham for clarification of the expenditure increases and the impacts to the 2023 budget. There has been no further correspondence. Brant County has requested a presentation to their council on January 18, 2023.

#### **A-9/23**

Moved by D. Beres

Seconded by T. Masschaele

*That the LPRCA Board of Directors approves the following recommendations regarding LPRCA's 2023 Operating and Capital budgets;*

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#### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

1. ***That the 2022 approved Ontario Regulation 178/06 Permit Fees and Planning Act Review Fees be approved as the 2023 Ontario Regulation 178/06 Permit Fees and Planning Act Review Fees as set out in Attachment 1;***
2. ***That the 2023 proposed Conservation Area User Fees be approved as set out in Attachment 2;***
3. ***That the 2023 Operating Budget in the total amount of \$5,568,754 and requiring a Municipal Levy- Operating of \$2,099,510 be approved as set out in Attachment 3;***
4. ***That the 2023 Capital Budget in the total amount of \$651,955 requiring a General Municipal Levy- Capital of \$150,000 be approved as set out in Attachment 3;***
5. ***That the proposed 2023 Consolidated Budget in the total amount of \$6,220,709 and requiring a Municipal Levy –Consolidated of \$2,249,510 be approved as set out in Attachment 3.***

<u>Member</u>	<u>Municipality/Group</u>	<u>Weight</u>	<u>Absent</u>	<u>Present</u>	<u>In Favour</u>	<u>Opposed</u>
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Rainey Weisler	Municipality of Bayham	4.67		✓	4.67	
Robert Chambers	County of Brant	7.27		✓	7.27	
Shelley Ann Bentley	Haldimand County	7.48		✓	7.48	
Stewart Patterson	Haldimand County	7.48		✓	7.48	
Rainey Weisler	Township of Malahide	0.75		✓	0.75	
Doug Brunton	Norfolk County	12.5		✓	12.5	
Michael Columbus	Norfolk County	12.5		✓	12.5	
Tom Masschaele	Norfolk County	12.5		✓	12.5	
Chris Van Paassen	Norfolk County	12.5		✓	12.5	
John Scholten	Township of Norwich	7.45		✓	7.45	
Peter Ypma	Township of South-West Oxford	7.45		✓	7.45	
Dave Beres	Town of Tillsonburg	7.45		✓	7.45	

Weighted Vote Result

100%

100%

**CARRIED****FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

### c) Mileage and Per Diem Report

The Administrative By-Law section 1.5 regarding member remuneration, and a survey of 25 conservation authorities mileage, per diems, and honorariums conducted by Conservation Ontario in early 2022 were reviewed and discussed.

The Audit and Finance Committee will review the member remuneration policy and will bring any recommendations to the Board at a future meeting.

#### A-10/23

Moved by D. Beres

Seconded by R. Chambers

*THAT the LPRCA Board of Directors approves increasing the Chair's Honorarium to \$2,650, the Vice-chair's Honorarium to \$1,060, the Member's meeting per diems to \$106, and the mileage rate to \$0.55 per kilometer effective January 1, 2023.*

**CARRIED**

### d) 2023 Tree Order Confirmation

Long Point Region Conservation Authority purchases a variety of native tree and shrub species for restoration projects annually; projects include the Private Land Tree Planting Program, the 50 Million Tree Program, and the Clean Water project. Staff proposed to order 42,100 seedlings for the 2023 season.

The tree planting program is a cost recovery program.

#### A-11/23

Moved by R. Weisler

Seconded by P. Ypma

*THAT the LPRCA Board of Directors approves the 2023 tree order of 42,000 trees at a cost of \$49,027.50 for the 2023 spring tree planting season.*

**CARRIED**

### e) Timber Tender LP-348-23 Harris Floyd Block 3

Tender packages were sent to various loggers, sawmill operators, and timber buyers with a closing date of February 6, 2023. Four bids were received by the deadline and staff recommended the tender be awarded to the highest bidder.

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#### FULL AUTHORITY COMMITTEE MEMBERS

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma

**A-12/23**

Moved by D. Brunton

Seconded by T. Masschaele

*THAT the LPRCA Board of Directors accepts the tender submitted by Leonard Pilkey for marked standing timber at the Harris Floyd Tract – Block #3– LP-348-23 for a total tendered price of \$162,344.00.*

**CARRIED**

**Adjournment**

The Chair adjourned the meeting at 7:35 p.m.

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John Scholten  
Chair

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Judy Maxwell  
General Manager/Secretary-Treasurer

/dm

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Benton, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Stewart Patterson, John Scholten, Rainey Weisler, Chris Van Paassen, Peter Ypma





**East Elgin Community Complex Board of Management  
Minutes  
January 31, 2023 – 7:00 p.m.  
EECC Blueline Room**

The East Elgin Community Complex Board of Management met virtually, at 7:00 p.m. with the following present:

**Aylmer Council:** Mayor J. Couckuyt, Deputy Mayor P. Barbour, Councillor J. Chapman, Councillor K. Desrosiers, Councillor A. Oslach, Councillor J. Rauhe, Councillor W. Vanraes

**Malahide Council:** Mayor D. Giguère, Deputy Mayor M. Widner, Councillor R. Cerna, Councillor C. Glinski, Councillor S. Lewis, Councillor J. H. Wilson

**Staff:** Aylmer Chief Administrative Officer A. Grozelle, Malahide Chief Administrative Officer. A. Betterridge, Aylmer Manager Parks and Recreation T. Polland, Aylmer Director of Operations R. Johnson, Aylmer Treasurer H. Sachs, Aylmer Director of Legislative/Corporate Services J. Brick

**Absent:** Councillor S. Leitch

**1. WELCOME - Chair - Mayor Couckuyt**

Town of Aylmer Clerk, J. Brick, specified that S. 4 of the East Elgin Community Complex Procedure By-Law 2018-01, as amended by By-Law 2019-01, provides that at each meeting the Board will appoint a Chair, with the position rotating at each meeting between the Town of Aylmer and the Township of Malahide.

Further, it was noted that throughout the 2018-2022 term of Council, it was customary for the respective Mayor of each Council to act as the Chair on a rotating basis. Based on that historic practice, the Agenda for the January 31, 2023 Regular Meeting was published to list Mayor Couckuyt as the Chair for that Meeting. Mayor Giguère would be the Chair of the subsequent February 21, 2023 Board Meeting.

January 31, 2023

Further, it was noted that the East Elgin Community Complex financial report required on or before February 15<sup>th</sup> per the Terms of Reference would instead be provided to the Board on February 21, 2023.

## 2. **CONFIRMATION OF AGENDA**

- (a) Confirmation of Agenda

### Resolution No.1-23

Moved by Member Cerna and seconded by Member Oslach:

#### **Recommendation:**

**That the Board adopts the Agenda for the meeting of January 31, 2023 with the addition of the following items:**

**6. (c) Director of Corporate Services/ Clerk - Report CLRK 10-23 - EECC – Green and Inclusive Community Buildings Program – Eligible Capital Works in 10-Year Plan**

The motion is Carried.

## 3. **DECLARATION OF PECUNIARY INTEREST**

## 4. **DELEGATIONS**

## 5. **APPROVAL OF PREVIOUS MINUTES**

- (a) Minutes of the EECC Board Meeting held on June 8, 2022

### Resolution No.2-23

Moved by Member Barbour and seconded by Member Widner:

**That the Board approves the following minutes:**

**a) Minutes of the EECC Board Meeting held on June 8, 2022**

The motion is Carried.

## 6. **ACTION ITEMS**

- (a) Director of Corporate Services/ Clerk - Report CLRK 07-23 - East Elgin Community Complex – Annual Facility Inspection Results

### Resolution No.3-23

Moved by Member Chapman and seconded by Member Vanraes:

**That Report CLRK 07-23 entitled East Elgin Community Complex – Annual Facility Inspection Results, be received as information; and,**

January 31, 2023

**That the Board directs staff to take the necessary follow up actions and repairs as permitted within the 2023 approved operating and capital budget.**

The motion is Carried.

- (b) EECC Administrator - Report CAO 03-23 - East Elgin Community Complex – Governance Review

Resolution No.4-23

Moved by Member Giguère and seconded by Member Lewis:

**That an ad-hoc committee be formed containing (2) members from both the Town of Aylmer and the Township of Malahide, and both respective CAOs.**

**That report CAO 03-23 be referred to that ad-hoc committee.**

The motion is Carried.

- (c) Director of Corporate Services/ Clerk - Report CLRK 07-23 - East Elgin Community Complex – Green and Inclusive Community Buildings Program – Eligible Capital Works in 10-Year Plan (Pending Agenda Approval)

Resolution No.5-23

Moved by Member Desrosiers and seconded by Member Widner:

**That Report CLRK 10-23 entitled East Elgin Community Complex – Green and Inclusive Community Buildings Program – Eligible Capital Works in 10-Year Plan, be received as information; and,**

**That the Board authorizes staff to submit application to the Green and Inclusive Community Buildings Program – Continuous Intake Streak – for eligible projects identified within the EECC 10-Year Capital Plan, it being noted that successful project funding would be subject to final approval and authorization by the EECC Board.**

The motion is Carried.

**7. INQUIRIES BY MEMBERS**

**8. CLOSED SESSION**

- (a) EECC Administrator - Report CAO 04-23 - East Elgin Community Complex – Governance Review

January 31, 2023

Item closed to the public pursuant to Section 239 (2) (b), (d), (f), and (k) of the Municipal Act 2001, as amended as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees; to labour relations or employee negotiations; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Resolution No.6-23

Moved by Member Cerna and seconded by Member Rauhe:

**That the East Elgin Community Complex Board moves into a Meeting Closed to the Public at 7:28 p.m. to discuss the following matters:**

**EECC Administrator - Report CAO 04-23 - East Elgin Community Complex – Governance Review**

**Consideration of this report is closed to the public pursuant to Section 239 (2) (b), (d), (f), and (k) of the Municipal Act 2001, as amended as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees; to labour relations or employee negotiations; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.**

The motion is Carried.

Resolution No.7-23

Moved by Member Cerna and seconded by Member Rauhe:

**That the East Elgin Community Complex Board rises from the Meeting Closed to the Public at 8:30 p.m. and reports the following:**

**That the Board gave direction to the EECC Administrator respecting Report CAO 04-23 entitled Governance Review Confidential Report.**

The motion is Carried.

**9. ADJOURNMENT**

(a) Adjournment

Resolution No.8-23

Moved by Member Glinski and seconded by Member Widner:

**That the Board do now adjourn at 8:31 p.m. to meet again on February 21, 2023.**

January 31, 2023

The motion is Carried.

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Clerk

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Mayor



## TOWNSHIP OF MALAHIDE

DRAINAGE BY-LAW NO. 23-02

*Drainage Act, R. S.O. 1990, c. D17*  
Reg. 300/81, s.1, Form 6

Being a By-law to provide for a drainage works  
on the W. McIntyre Drain  
in the Township of Malahide,  
in the County of Elgin

\*\*\*\*\*

**WHEREAS** the requisite number of owners have petitioned the Council of the Township of Malahide in the County of Elgin in accordance with the provisions of the Drainage Act, requesting that the following lands and roads may be drained by a drainage works.

Parts of Lots 7 and 8  
Concessions 7 and 8  
In the Township of Malahide (geographic South Dorchester)

**AND WHEREAS** the Council for The Corporation of the Township of Malahide has procured a report made by Spriet Associates and the report is attached hereto and forms a part of this By-law;

**AND WHEREAS** the property owner, D. & J. MacIntyre Farms Inc. (Roll No. 10-040), has constructed and funded the drainage works being incorporated under this report.

**AND WHEREAS** zero dollars (\$0.00) is the amount to be contributed by the municipality for construction of the drainage works;

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable;

**NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MALAHIDE UNDER THE DRAINAGE ACT ENACTS AS FOLLOWS:**

1. The report, dated November 8, 2022, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (a) The Corporation of the Township of Malahide may borrow on the credit of the Corporation the amount of \$0.00 being the amount necessary for construction of the drainage works.
- (b) The Corporation may issue debentures for the amount borrowed less the total amount of,

1. Grants received under section 85 of the Act;
2. Commuted payments made in respect of lands and roads assessed within the municipality;
3. Moneys paid under subsection 61(3) of the Act; and
4. Moneys assessed in and payable by another municipality, and

(c) Such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by the Ontario Municipal Improvement Corporation on the date of sale of such debentures.

3. A special equal amount rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this By-law.
4. All assessments of \$500.00 or less are payable in the first year in which the assessment is imposed.
5. This By-law comes into force on the date of the passing thereof and may be cited as "W. McIntyre Drain".

READ A FIRST AND SECOND TIME THIS 5th day of January, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 16th day of February, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE****BY-LAW NO. 23-06**

Being a By-law to adopt, confirm and ratify matters dealt with by resolution of the Township of Malahide.

**WHEREAS** Section 5(3) of the Municipal Act, 2001, c. 25, as amended, provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the Township of Malahide does not lend itself to the passage of an individual by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Township of Malahide at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE** the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on February 16, 2023, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

**READ** a **FIRST** and **SECOND** time this 16<sup>th</sup> day of February, 2023.

**READ** a **THIRD** time and **FINALLY PASSED** this 16<sup>th</sup> day of February, 2023.

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Mayor, D. Giguère

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Clerk, A. Adams