



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – JUNE 7TH, 2022 – 4:00 P.M.
HORTON MUNICIPAL CHAMBERS
2253 JOHNSTON RD.**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

“As we gather today, I would like to acknowledge, on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin People and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.”

3. DECLARATION OF PECUNIARY INTEREST

4. CONFIRMATION OF COUNCIL AGENDA

5. DELEGATIONS &/OR PUBLIC MEETINGS

5.1 4:00 p.m. Public Meeting – Zoning By-law Amendment –
Renfrew Golf Club

PG.3

6. MINUTES FROM PREVIOUS MEETINGS

6.1 May 17th, 2022 – Regular Council

PG.12

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 PROTECTIVE SERVICES COMMITTEE
▪ **CHAIR CLEROUX**

8.1.1 Staff Report – Award Tender PW 2022-05

PG.17

8.2 RECREATION COMMITTEE
▪ **CHAIR HUMPHRIES**

8.2.1 Chair’s Report – May 20th, 2022

PG.20

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE
▪ **CHAIR WEBSTER**

8.3.1 Staff Report – National Grinding Revised Billing Proposal

PG.22

8.3.2 Staff Report – Producer Responsibility Transition Update

PG.24

8.3.3 Staff Report – MTO Property Purchase Agreement

PG.79

8.3.4 Staff Report – Saffco PW 2021-11 50% Payment
Request

PG.86

8.3.5 Staff Report – Special Container Waste Collection

PG.90

8.3.6 Staff Report – Subdivision Proposal – McGrimmon

PG.92

8.4 COMMUNITY COMMITTEES / COUNTY COUNCIL

8.4.1 Renfrew & Area Seniors Home Support

D. Humphries

RETURN TO AGENDA

8.4.2	Community Safety & Wellbeing Plan Committee	G. Campbell
8.4.3	Health Services Village	D. Bennett
8.4.4	Chamber of Commerce	D. Humphries
8.4.5	County Council	D. Bennett

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo

PG.99

9.2 ACTION CORRESPONDENCE – NONE

10. BY-LAWS

10.1	2022-28 Boundary Road Agreement with Township of McNab/Braeside	PG.100
10.2	2022-29 Thompsonhill Rehabilitation Agreement with BEI	PG.111
10.3	2022-30 Employment By-law	PG.114
10.4	2022-31 Zoning By-law Amendment – Renfrew Golf Course	PG.119
10.5	2022-32 2022 Final Tax Levy	PG.122
10.6	2022-33 MTO Property Purchase Agreement	PG.124

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING

12. COUNCIL/STAFF MEMBERS CONCERNS

13. MOTION FOR RECONSIDERATION (debate on motion to reconsider only)

14. RESOLUTIONS

15. IN CAMERA (Closed) SESSION (as required)

15.1 Pursuant to Section 239(2) (b) of the Municipal Act,

(b) Personal matters about an identifiable individual, including municipal or local board employees – Chief Building Official

16. CONFIRMING BY-LAW 2022-34

PG.128

17. ADJOURNMENT

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON**PUBLIC MEETING****Zoning Amendment
Renfrew Golf Club Ltd.**

June 7th, 2022
4:00 p.m.

1. Call to Order
2. Declaration of Pecuniary Interest
3. CAO/Clerk – Purpose of Amendment
4. CAO/Clerk’s Report on Notice
 - i) Reading of Written Comments
 - ii) Public Participation
 - a) Questions from Public
 - b) Comments in Support
 - c) Comments in Opposition
5. Information on who is entitled to appeal Council’s decision to the Local Appeal Tribunal under Sections 34(11) and (19) of O.Reg 545/06
6. Council Members Comments/questions
7. Adjournment

RETURN TO AGENDA

Memo

Horton Township



To: Council

From: Hope Dillabough

Subject: Summary – Zoning By-law Amendment - Public Meeting – Renfrew Golf Club Ltd.

Date: June 7th, 2022

This Zoning By-Law Amendment pertains to the subject lands: Part of Lots 23, 24 & 25, Concession 1 in the Township of Horton, and known municipally as 1108 Gold Course Road, as shown on the attached Key Map.

Purpose of this amendment:

The purpose and effect of this amendment is to rezone the severed lands in Consent Application File B99/21 as a condition of consent from Open Space (OS) to Extractive Industrial – holding (EM-h) to permit a gravel pit.

The holding zone is required until the completion and acceptance of the following:

1. Planning Justification Report
2. Environmental Impact Study
3. Hydrogeological Study
4. Noise study (if there are sensitive uses within 300 metres)
5. Traffic Impact Study
6. The implementation of a vegetative buffer between the abutting multi-use trail and the severed lands on a site plan under the Aggregate Resources Act.

All other provisions of the Zoning By-law shall apply.

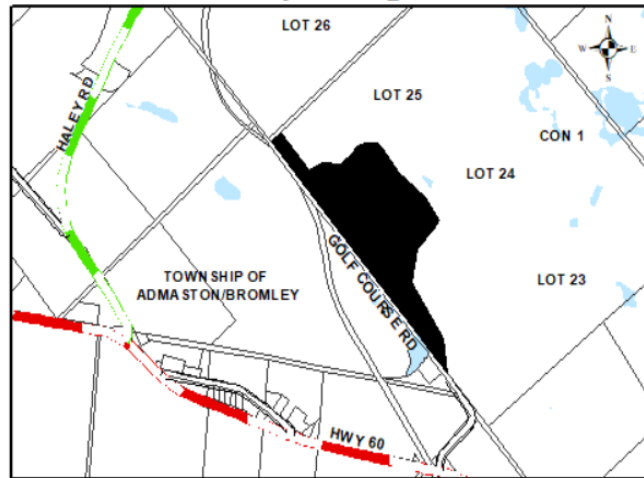
Notice of this Public Meeting was sent to the twelve (12) property owners within the 120-meter radius in addition to ten (10) Provincial and County Agencies. Out of those, we received no written comments back by the prescribed deadline.

If a person or public body would otherwise have an ability to appeal the decision of the Township of Horton to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Horton before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Horton before the by-law is passed by the Township of Horton, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

RETURN TO AGENDA

Township of Horton Key Map



Location of Amendment

TOWNSHIP OF HORTON
NOTICE OF APPLICATION AND PUBLIC MEETING

In the matter of Section 34 of the Planning Act, the Township of Horton hereby gives NOTICE OF THE FOLLOWING:

- i) Application to amend the Zoning By-law (By-law 2010-14) of the Township of Horton.*
 - ii) A public meeting regarding an application for an amendment to the Zoning By-law of the Township of Horton*
-

Subject Lands Part of Lots 23, 24 & 25, Concession 1, in the Township of Horton, as shown on the attached Key Map.

Public Meeting A public meeting to inform the public of the proposed zoning amendment will be held on June 7th at 4:00 p.m. at the municipal office of the Township of Horton.

Proposed Zoning By-law Amendment

The purpose and effect of this amendment is to rezone the severed lands in Consent Application File B99/21 as a condition of consent from Open Space (OS) to Extractive Industrial – holding (EM-h) to permit a gravel pit.

The holding zone is required until the completion and acceptance of the following:

1. Planning Justification Report
2. Environmental Impact Study
3. Hydrogeological Study
4. Noise study (if there are sensitive uses within 300 metres)
5. Traffic Impact Study
6. The implementation of a vegetative buffer between the abutting multi-use trail and the severed lands on a site plan under the Aggregate Resources Act.

All other provisions of the Zoning By-law shall apply.

Additional information regarding the Zoning By-law amendment is available for inspection at the Township of Horton Municipal Office during regular office hours.

If you wish to be notified of the decision of the Township of Horton on the proposed zoning by-law amendment, you must make a written request to the Township of Horton.

If a person or public body would otherwise have an ability to appeal the decision of the Township of Horton to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Horton before the by-law is passed, the person or public body is not entitled to appeal the decision.

RETURN TO AGENDA

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Horton before the by-law is passed by the Township of Horton, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Other Applications

Consent application B99/21 is also being considered with this application.

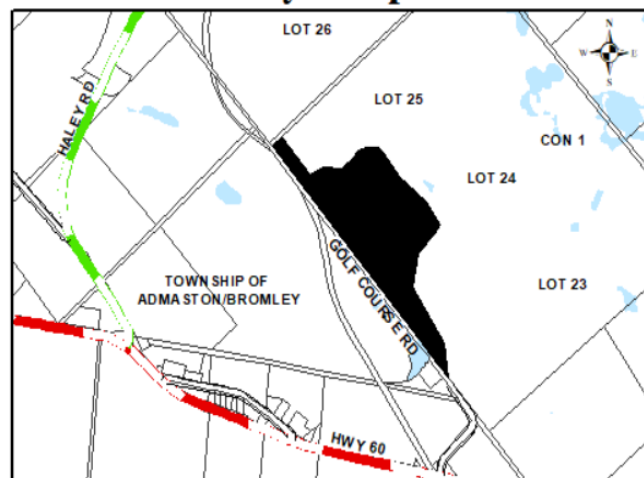
NOTE: One of the purposes of the Planning Act is to provide for planning processes that are open, accessible, timely and efficient. Accordingly, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed/made available by the Municipality to such persons as the Municipality sees fit, including anyone requesting such information. Accordingly, in providing such information, you shall be deemed to have consented to its use and disclosure as part of the planning process.

Dated at the Township of Horton this 28th day of April, 2022.



Ms. Hope Dillabough, CAO/Clerk
Township of Horton
2253 Johnston Road
RENFREW, ON K7V 3Z8
Telephone: (613) 432-6271
Email: hdillabough@hortontownship.ca

Township of Horton Key Map



Location of Amendment

RETURN TO AGENDA

TOWNSHIP OF HORTON
NOTICE TO PUBLIC BODIES

RE: APPLICATION FOR ZONING BY-LAW AMENDMENT (Renfrew Golf Club)

TAKE NOTICE that the Council of the Corporation of the Township of Horton intends to consider a proposal to amend Zoning By-law 2010-14 of the Township of Horton.

An explanation of the proposed Zoning By-law Amendment is contained in the attached Notice of Application and Public Meeting. The following information is also attached to assist you in reviewing the applications:

- Application Sketch
- Proposed Zoning By-law Amendment

PURSUANT to Section 34(15) of the Planning Act, you are hereby requested to submit your comments or alternatively check off the appropriate response box provided below and return a copy to the Clerk by no later than May 30th, 2022. Additional information relating to the above is available during regular office hours at the Township office.

DATED at the Township of Horton this 28th day of April, 2022.

AGENCY RESPONSE

We have reviewed the information provided for the Zoning By-law Amendment application, and

- we have no comments or concerns.*
- we will provide more detailed comments and/or conditions after a more thorough review.*

Agency

Name (Print)

Signature



Ms. Hope Dillabough, CAO/Clerk
 Township of Horton
 2253 Johnston Road
 RENFREW, ON K7V 3Z8
 Telephone: (613) 432-6271
 Email:
hdillabough@hortontownship.ca

RETURN TO AGENDA

**THE CORPORATION OF THE
TOWNSHIP OF HORTON**

BY-LAW NUMBER 2022-31

A By-law to amend By-law Number 2010-14 of the Corporation of the Township of Horton, as amended.

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

1. THAT By-law Number 2010-14, as amended, be and the same is hereby further amended as follows:
 - (a) By adding the following section immediately following subsection 13.3(a):

13.4 HOLDING ZONES

 - (a) Extractive Industrial – holding (EM-h)

Until such time as the holding symbol is removed from the lands described as Part of Lots 23, 24 & 25, Concession 1, in the Township of Horton, and delineated as Extractive Industrial – holding (EM-h) on Schedule A to this By-law, in accordance with the conditions set forth herein, no person shall use land or erect or use a building or structure, except in accordance with the following:

 - i) Permitted Uses
 - Existing uses in existing locations
 - Open space
 - Passive recreation uses
 - ii) Conditions for removal of Holding Symbol (h)

The completion and submission of the following:

 1. Planning Justification Report
 2. Environmental Impact Study
 3. Hydrogeological Study
 4. Noise study (if there are sensitive uses within 300 metres)
 5. Traffic Impact Study
 6. The implementation of a vegetative buffer between the abutting multi-use trail and the severed lands on a site plan under the Aggregate Resources Act.
 - (b) Schedule "A" is amended by rezoning those lands described above, from Open Space (OS) to Extractive Industrial – holding (EM-h) as shown on the Schedule "A" attached hereto.
2. THAT save as aforesaid all other provisions of By-law 2010-14, as amended, shall be complied with.
3. This by-law shall come into force and take effect on the day of final passing thereof.

This By-law given its FIRST and SECOND reading this 7th day of June, 2022.

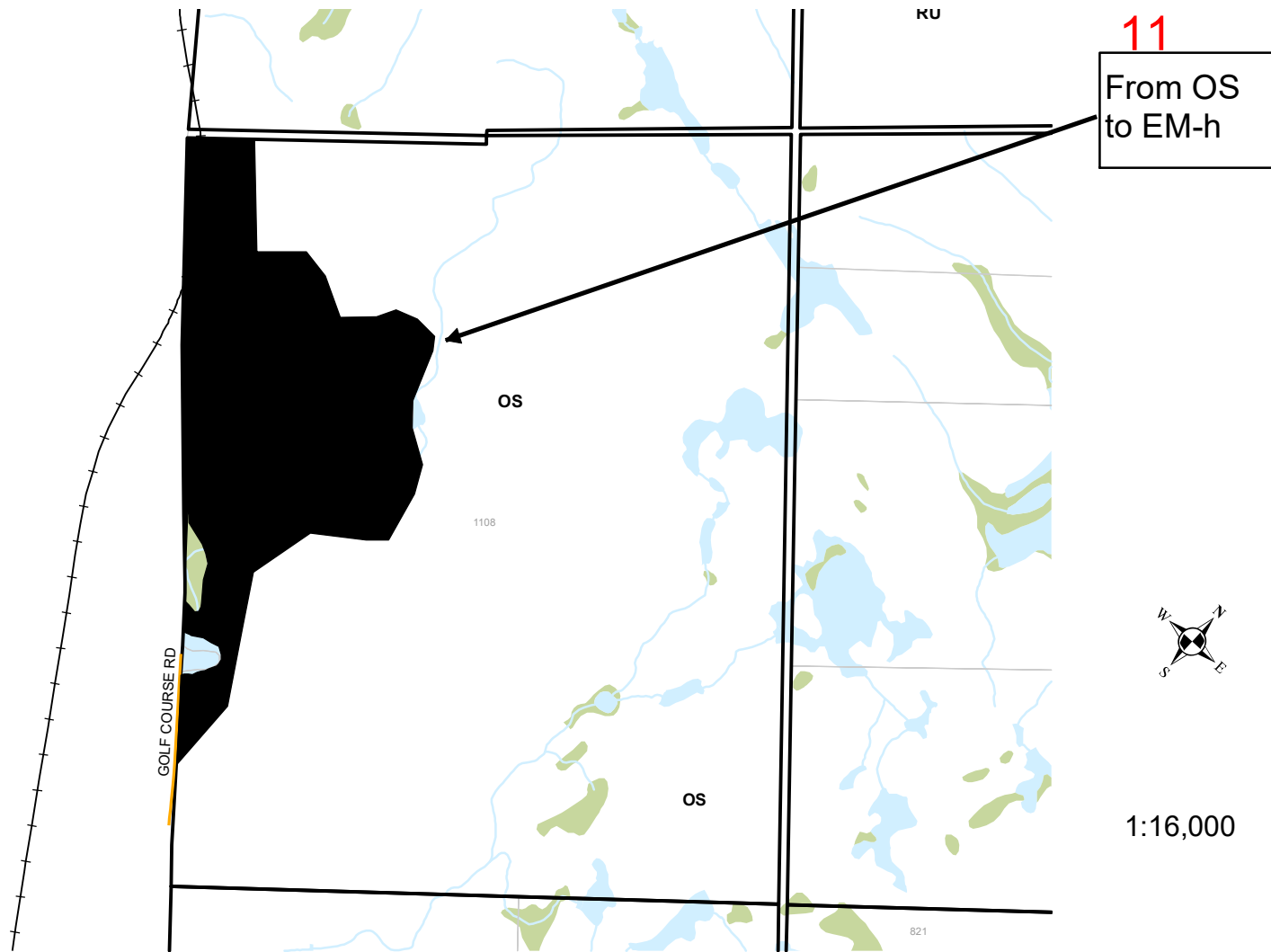
This By-law read a THIRD time and finally passed this 7th day of June, 2022.

RETURN TO AGENDA

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA



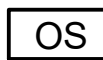
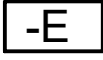
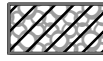
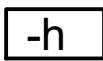
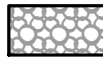


**Corporation of The
Township of Horton**

This is Schedule "A" to By-law Number _____.
 Passed the _____ day of _____ 20_____.
 Signatures of Signing Officers

 Mayor

 CAO\Clerk

LEGEND

- | | |
|--|--|
|  OS Open Space |  -E Exception Zone |
|  Extractive Industrial (EM) |  -h Holding Zone |
|  Extractive Industrial Reserve (EMR) |  Area affected by amendment:
From OS to EM-h |
|  Environmental Protection | |

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
MAY 17TH, 2022

There was a Regular Meeting of Council held on Tuesday May 17th, 2022 in the Municipal Chambers. Present were Mayor David Bennett, Deputy Mayor Glen Campbell, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk, Nathalie Moore, Treasurer, and Nichole Dubeau, Executive Assistant – Recording Secretary.

Councillor Lane Cleroux sent his regrets.

1. CALL TO ORDER

Mayor Bennett called the meeting to order at 4:01 p.m.

2. LAND ACKNOWLEDGEMENT

Mayor Bennett read the Land Acknowledgement in its entirety.

3. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

4. CONFIRMATION OF COUNCIL AGENDA

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2022-121

Seconded by Councillor Humphries

THAT Council adopt the amended Agenda for the May 17th, 2022 Regular Council Meeting to include item 8.1.3 Staff Report – 2022-2026 Council Remuneration, and item 10.1 2022-26 OILC Borrowing By-law Thompsonhill Streets.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS – NONE

6. MINUTES

6.1 May 3rd, 2022 – Regular Council

Moved by Councillor Webster

RESOLUTION NO. 2022-122

Seconded by Councillor Humphries

THAT Council approve the following Minutes:

- May 3rd, 2022 – Regular Council

Carried

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT COMMITTEE

Public Advisory Members Susan Humphries and Spencer Hopping were present.

8.1.1 Financial Departmental Report & Statement

Treasurer Nathalie Moore reviewed the report.

8.1.2 MLES January – March 2022

Council reviewed the report.

8.1.3 Staff Report – 2022-2026 Council Remuneration

Treasurer Nathalie Moore reviewed the report.

RETURN TO AGENDA

8.2 PLANNING COMMITTEE

Public Advisory Member Bob Johnston was present. Public Advisory Members Bob Cassidy and Lisa Branje sent their regrets.

8.2.1 Planning Services Agreement – County of Renfrew
CAO/Clerk Hope Dillabough reviewed the agreement.

8.2.2 April Building Report
Council reviewed the report.

8.2.3 Planning Files Report
Council reviewed the report. There was brief discussion regarding the loss of tax revenue that could be coming into the Township if the severances were completed, and the lots developed.

8.3 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

8.3.1 Chair's Report – May 6th, 2022
Chair Webster reviewed the report.

8.3.2 Staff Report – Award Tender PW 2022-05 Office Renovations, Garage Lighting and Air Exchange Upgrades
Chair Webster reviewed the report.

8.3.3 Staff Report – Waste Bin Collection – ICI
CAO/Clerk Hope Dillabough reviewed the report. Mayor Bennett expressed his concern about the changes and how businesses were notified. There was Council discussion regarding keeping collection fair for all ICI ratepayers in the Township, not losing revenue for tipping fees, and not costing all ratepayers to subsidize the special container collection. Councillor Webster stated that he would like to see a cost breakdown from the Tourism and Businesses from the original nine that had the special container pick-up. Council members were in agreeance to hold a public meeting for information purposes after a staff report was discussed in more detailed financial information and stay status quo until then.

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE

9.1.1 CAO/Clerk Information Memo
Discussion went around the table with information previously distributed.

9.2 ACTION CORRESPONDENCE

9.2.1 Support for Humanitarian Efforts in Ukraine
Council members were in agreeance to support.

SUPPER BREAK 5:30 P.M. TO 6:00 P.M.

10. BYLAWS

10.1 2022-26 OILC Borrowing By-law Thompsonhill Streets

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE

12. COUNCIL/STAFF MEMBERS CONCERNS

Mayor Bennett and Councillor Webster stated that they received calls that morning from Derek McGrimmon regarding a general inquiry response he

RETURN TO AGENDA

received from the County about his subdivision proposal. CAO/Clerk Hope Dillabough contacted Brian Whitehead from Jp2g Consultants to discuss the matter. She is waiting to hear from Mr. Whitehead after he has a meeting with Mr. McGrimmon to discuss the options are and how to move forward.

13. MOTION FOR RECONSIDERATION – NONE

14. RESOLUTIONS

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-123**
Seconded by Councillor Humphries
THAT Council accept the Financial Departmental Report & Statement as information.
Carried

Moved by Councillor Webster **RESOLUTION NO. 2022-124**
Seconded by Councillor Humphries
THAT Council accept the MLES January – March 2022 Report as information.
Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-125**
Seconded by Councillor Webster
THAT Council create an Ad-Hoc Committee to review Council Remuneration for the next term of Council;

AND THAT this Committee be comprised of Mayor Bennett, General Government Chair Campbell, General Government Public Advisory Members, CAO/Clerk and the Treasurer.
Carried

Moved by Councillor Humphries **RESOLUTION NO. 2022-126**
Seconded by Councillor Webster
THAT Council receive the Planning Services Agreement with the County of Renfrew Report as information.
Carried

Moved by Deputy Mayor Campbell **RESOLUTION NO. 2022-127**
Seconded by Councillor Webster
THAT Council accept the April 2022 Building Report as information.
Carried

Moved by Councillor Humphries **RESOLUTION NO. 2022-128**
Seconded by Councillor Webster
THAT Council accept the Planning Files Report as information.
Carried

Moved by Councillor Webster **RESOLUTION NO. 2022-129**
Seconded by Deputy Mayor Campbell
THAT Council accept the TES Committee Chair's Report as information.
Carried

Moved by Councillor Humphries **RESOLUTION NO. 2022-130**
Seconded by Councillor Webster
THAT upon recommendation from the TES Committee, Council deem the Old 3,300-gallon Slip in Water Tank and all notable accessories as Surplus Equipment with no reserve limit on the sale;
AND THAT the TES committee agree with staff and recommend that Council deem the old radio system and accessories as Surplus Equipment with no reserve limit on the sale;

AND THAT Council deem the 1987 H7500 Waste Compactor Truck as surplus with no reserve limit on the sale;

RETURN TO AGENDA

AND THAT Council deem the septage spreader as surplus with no reserve limit on the sale;

AND THAT all items be listed for sale on GovDeals with the profits from the sale of the septage spreader and compactor truck directed to the Environmental Reserves and all other profits from sales directed to the Roads Equipment Reserve;

AND FURTHER THAT if the septage spreader and compactor truck do not sell on GovDeals that they be sold as scrap metal.

Carried

Moved by Councillor Webster

RESOLUTION NO. 2022-131

Seconded by Deputy Mayor Campbell

THAT Council award Schedule 'A' of Tender PW 2022-05, Public Works Office Renovation, Garage Lighting and Air Exchange Upgrades, to R and R Electric for the total amount of \$65,653.00;

AND THAT an additional \$25,653.00 be allocated from the Roads Buildings Reserves above the \$40,00 approved as estimated in the 2022 Capital Buildings Budget to fund the project.

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2022-132

Seconded by Councillor Webster

THAT Council accept the CAO/Clerk's Information Memo for May 17th, 2022.

Carried

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2022-133

Seconded by Councillor Humphries

THAT Council of the Township of Horton support the Town of Arnprior's resolution regarding the support of Ukraine during these difficult times;

AND THAT Council of the Township of Horton supports our Federal, Provincial and local municipalities in condemning the aggression and violent acts that Russia is taking upon Ukraine.

Carried

Moved by Councillor Webster

RESOLUTION NO. 2022-134

Seconded by Deputy Mayor Campbell

THAT Council enact the following By-law:

- 2022-26 OILC Borrowing By-law Thompsonhill Streets

Carried

15. IN CAMERA (Closed) SESSION

Moved by Councillor Webster

RESOLUTION NO. 2022-135

Seconded by Deputy Mayor Campbell

THAT Council went into a Closed Session Meeting at 6:25 p.m. to discuss the following items pursuant to Section 239(2) (b) and (c) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Fire Pay Equity
- (c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton – Verbal Update

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2022-136

Seconded by Councillor Webster

RETURN TO AGENDA

THAT Council came out of Closed (In-Camera) Session at 6:38 p.m. and discussed items pursuant to Section 239(2) (b) and (c) of the Municipal Act pertaining to:

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Fire Pay Equity
- (c) A proposed or pending acquisition or disposition of land by the municipality or local board – Concession 7, Part Lot 13, Township of Horton – Verbal Update

Carried

16. CONFIRMING BYLAW

Moved by Deputy Mayor Campbell

RESOLUTION NO. 2022-137

Seconded by Councillor Humphries

THAT Council enact By-law 2022-27 – Confirming By-Law.

Carried

17. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 6:39 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



Township of Horton COUNCIL / COMMITTEE REPORT

Title: PW-2022-05 Award Schedule B	Date:	June 7 th , 2022
	Council/Committee:	Protective Services / Council
	Author:	J. Allan Cole, Fire Chief
	Department:	Fire

RECOMMENDATIONS:

THAT Council agree with Staff recommendation to award Schedule B of PW 2022-05, Public Works Office Renovation, Garage Lighting and Air Exchange Upgrades, to R and R Electric for the total amount of \$31, 075.00 including HST.

AND THAT this be funded from the Fire Building Reserve and Working Funds Reserve.

BACKGROUND:

Horton Fire Department has reviewed the Bid Submissions for Schedule B of Tender PW 2022-05 and have confirmed the lowest combined bid for the work was submitted by R&R Electric at a quoted value of \$65,653.00 with the Schedule B portion at \$31,075.00 both including HST.

HFD recommends using the funds from the Fire Building Reserves which totals to \$13,500 and the balance be funded from Working Funds Reserve.

This item was to be brought forward at the Protective Services Committee Meeting scheduled for May 26th, however due to lack of quorum, the meeting was cancelled.

ALTERNATIVES:

Not award Schedule B of Tender PW 2022-05

FINANCIAL IMPLICATIONS:

\$31,075.00

Remaining Fire Building Reserves to be used: \$13,500 with the balance being funded from Working Funds Reserve. There are sufficient funds within the Working Funds Reserve.

ATTACHMENTS:

Unofficial Results

CONSULTATIONS:

N/A

RETURN TO AGENDA

Prepared by: J. Allan Cole, Fire Chief
Reviewed by: Hope Dillabough, CAO/Clerk



The Township of Horton
Opening Checklist

Description – Public Works Office Renovation, Garage Lighting and Air Exchange Upgrades

Deposit Required – No, 10 % hold on final payment

Tender - PW 2022-05

Present for Opening: Adam Knapp (P.W. Manager), Nikky Dubeau (Exec Assistant), Allan Cole (Fire Chief), Deputy Mayor Campbell, Eric (Black and McDonald Rep)

Bidder	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	SCHEDULE A HST	SCHEDULE A TOTAL \$ (Including HST)	SCHEDULE B HST	SCHEDULE B TOTAL \$ (Including HST)	Bid Unofficially Accepted or Rejected
Black and McDonald	Yes	Yes	\$16,876.00	\$146,696.60	\$3,490.50	\$30,340.50	A
Valley Automation and Control	Yes	Yes	\$7,696.00	\$66,896.00	\$3,527.55	\$30,662.55	A
R and R Electric	Yes	Yes	\$7,553.00	\$65,653.00	\$3,575.00	\$31,075.00	A



Township of Horton

COUNCIL / COMMITTEE REPORT

Title: Recreation Chair's Report – May 20 th	Date: May 25, 2022
	Council/Committee: Council
	Author: Amanda Ryan, Receptionist/Clerk
	Department: Recreation

RECOMMENDATIONS:

THAT Council accept the Recreation Committee Chair's Report as information.

BACKGROUND:

Horton Recreation Association (HRA)

Ms. Ryan stated that at the present time there were two names of people interested in being part of the HRA on the list. Advertising to attract more people shall continue.

Dances

Ms. Ryan stated that the date of June 17 has been selected. Logistics are underway with regards to the sandwiches that are to be served for late night lunch.

Gravel Cup

May 28th is the bike tour that will pass on the Millennium Trail. Gates will be opened by Public Works to allow easier passage.

Horseshoes

Ms. Ryan informed the committee that the pits and volunteers are ready for the season to start on May 26th.

Trivia Night- recap

Chair Humphries reviewed the evenings ongoings and stated it was a good event all around. All attendees had a fun night. Ms Ryan thanked council for their support in ensuring there was the ability to give great prizes and for the assistance on the night of the event.

Canada Day

Discussion on moving ahead with Canada Day commenced. Breakfast, face painting, bouncy castles, having the fire truck and a possibly some equipment from Public Works on hand is the plan for the morning event. A committee is to be formed to lead this event.

Boat Launch

Public Works Manager Adam Knapp proposed by report that the old dock be advertised for sale. Mayor Bennett expressed that it should be sold by a closed bid process to be purchased as is where is. Discussion on the new dock and landscaping at the launch took place. Decision yet to be made on bench recommendations brought forward by Public Works. It was recommended that the dock have NAV Canada approved reflective tape for safety. Mayor Bennett stated that the neighbours across the way be notified of the potential increase in people and noise as the area is to be set up as a gathering place with the recommendation of benches to be erected.

RETURN TO AGENDA

Property

Mayor Bennett presented a drawing of land beside the community centre that may be for sale in the future.

Moved by Sharon Bennett

Seconded by Barb Dickson

THAT the Recreation Committee would like staff to investigate the property of subject lands Part Lot 11, Concession 5 to determine if the property is for sale and the approximate price.

Carried

Community Liaison Officer

Mayor Bennett expressed that to assist in getting the Horton Recreation Association off the ground, that hiring a Community Liaison Officer and having someone at the hall during set hours is important for the community. Having a Recreation Degree would be important for this position.

Moved by Barb Dickson

Seconded by Sharon Bennett

THAT the Recreation Committee would like staff to advertise to fill the part-time position of Community Liaison Officer.

Carried

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A.

CONSULTATIONS: N/A

Prepared by: Amanda Ryan, Receptionist/Clerk

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: National Grinding Revised Billing Proposal	Date:	June 7th, 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Waste Management

RECOMMENDATIONS:

THAT committee agree with Staff recommendation and accept the billing revision proposed by National Grinding.

BACKGROUND:

The Landfill has received excess amounts of Construction and Demolition materials and Brush since the beginning of the pandemic. This has resulted in extended time spent on grinding these materials for cover. Township Staff and our Contracted cover operator have all noticed the excess amounts of material being received and for this reason Staff supports the proposal from National Grinding.

The proposal also offers the Township a savings of \$1,000 on the yearly operating budget for grinding.

ALTERNATIVES:

Reject the Proposal.

FINANCIAL IMPLICATIONS:

\$12,842.50 including HST

ATTACHMENTS:

National Grinding Proposal

CONSULTATIONS:

N/A

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

NATIONAL GRINDING

997 GILLAN ROAD, RENFREW, ONT K7V 3Z4

May 19, 2022

Township of Horton
2253 Johnston Road
Renfrew, On

ATTENTION: Adam Knapp

We are requesting permission to do the grinding at the Horton Landfill site in May, through to mid June. Also requesting that this be invoiced as 2 grindings, less 1 mobilization (\$1000.00) for the 2 quarters.

Thank you for your consideration.



Sharon Bennett
National Grinding

[RETURN TO AGENDA](#)



**Township of Horton
COUNCIL / COMMITTEE REPORT**

Title: Producer Responsibility Transition Update	Date:	June 7th, 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council accept this report as information.

AND THAT Council provide Staff with direction and delegated authority to respond to Circular Materials Ontario (CMO) by June 30th, 2022, signing a non-binding survey to indicate that the Township shall enter into the Master Service Agreement with CMO to continue our curbside recycling contracts from our transition date of July 1st, 2023, until December 31st, 2025, and have CMO rebate the Township for eligible collection services.

AND THAT Council provide Staff with direction on how or if the Township shall continue to service IC&I rate payers if we do not sign the Master Service Agreement with CMO.

BACKGROUND:

The Producer Responsibility Transition has been set up that a Producer Responsibility Organization (PRO) can report and set up agreements on behalf of other PRO's if they represent 66% or more of the total aggregate weight of blue box materials. At this time that organization appears to be Circular Materials Ontario.

CMO has cited shortage in vehicle supply and inadequate time to release and procure contracts due to the pandemic as reasoning for requesting that Municipalities continue their contracts and allow CMO to re-imburse Municipalities for eligible collection through the Master Service Agreement (MSA), attached to this report. This agreement is very one sided in CMO's favor and raises numerous concerns as displayed in the AMO draft response letter.

The Township shall not be compensated for IC&I collection as they are considered producers and non-eligible per the MSA, Municipalities at some point may be considered producers as well due to paper mail outs. IC&I has never been included in the MFAM rebate calculation from Stewardship Ontario for blue box collection and has been funded by Municipal levies. Per the MSA CMO shall continue to collect from IC&I rate payers until December 31st, 2025 and calculate the reduction in re-imbursement for collecting from these stops. Beyond December 31st 2025 the CMO shall not continue to collect from IC&I rate payers, and it shall be the responsibility of Municipalities to decide how or if they wish to continue to service these rate payers.

Per CMO's compensation calculator the Township will receive re-imbursement, IC&I reduction is included in the re-imbursement and variance displayed below, if the Township enters into the MSA versus our actual costs.

Township Actual Costs (No HST)	CMO Re-Imbursement (No HST)	Variance
---	--	-----------------

RETURN TO AGENDA

\$194,016.07	\$124,677	\$69,336.07
\$203,716.87	\$134,038	\$69,678.87
\$213,902.72	\$144,101	\$69,801.72

In 2021 the Continuous Improvement Fund (CIF), in partnership with the Municipal Resource Recovery & Research Collaborative (M3RC), launched a Transition Working Group comprised of five subcommittees. Fair Compensation makes up one of the five subcommittees. It will focus on pre- and post-transition related issues ensuring that Municipalities/First Nation groups have the tools to accurately assess collection scenarios and report to Council. Deliverables will include data analysis reports and fair compensation mechanisms.

During a recent webinar with the CIF a poll was conducted to gauge how many Municipalities would enter into the MSA and 60% responded that they would not enter into the MSA.

ALTERNATIVES:

To be discussed.

FINANCIAL IMPLICATIONS:

As displayed in the background

ATTACHMENTS:

AMO Draft Response Letter
 CMO Pricing Explanatory Note
 Horton's CMO Payment Calculation Model
 CMO's Eligible Community Master Service Agreement

CONSULTATIONS:

Hope Dillabough CAO/Clerk

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

Dear CMO

RE: Proposed Blue Box Master Service Agreement and Accompanying Statements of Work

We are writing to provide a high-level response to the Master Services Agreement and Statements of Work (e.g., Residence and Facility, Depot, Public Space and Promotion and Education) that have been posted on your website. We provide these comments with an understanding:

- Each municipal government will make their own decision on whether they want to continue to provide Blue Box services; and
- Producer responsibility means producers making their own decisions as to how to best set up a system to collect and process blue box materials.

We do, however, believe it would be helpful for producers to understand why municipal governments may find it difficult to assist producers in transitioning the Blue Box based on the terms provided. We want to be clear that for many this is not the preferred position - municipal governments have a vested interest in seeing the Blue Box system, which they have operated for over thirty years, transition smoothly. Our members want to be part of the solution, even just for the transition period, but the terms you have provided will make it very difficult for most.

There are four key of concern that have been raised and the details on each is not meant to be exhaustive but instead illustrative:

1. The terms provided introduce potential new requirements for current contracts that would mean municipal governments may need to re-negotiate with service providers at their own cost. These potential new requirements include, but are not limited to:
 - GPS tracking system for collection vehicles with a web-based interface
 - Posting of signs or logos provided by CMO and installed by the Contractor at no cost to CMO (e.g., trucks and depots)
 - Ministry of Labour approved system to protect workers from pinch points installed and permanently maintained on all collection vehicles¹
 - A dedicated toll-free telephone service with capability of transferring calls to CMO's telephone system with operation between 7:00am to 6:00pm
 - Collection vehicles disinfected inside and outside on weekly basis
 - Uniform requirements for depot staff
 - Requirements for depots to provide protection from the elements for fibre stream

¹ Note the Ministry of Labour has a mobile compacting equipment safety guideline (<https://www.ontario.ca/page/mobile-compacting-equipment-safety-guideline>) which employers are required to adhere to but it does not appear that they approve systems

- On-call depot employee must respond to CMO within 15 minutes of receiving communication or within 30 minutes of start of day if received outside of working hours
- If contamination is over 4% for six rolling months, the requirement for a remediation plan approved by CMO
- New procedures for routing, missed collections, inspections, unloading of blue box materials, non-compliant material, other reporting requirements
- Requirements to submit extensive contingency planning and remedies for any potential work disruption (e.g., strike, lock-out, labour disruption, fire)
- New health and safety training requirements (i.e., to be developed by CMO)
- Insurance values that may be higher than typical contracts
- Notification and reporting requirements (e.g., all accidents involving personal injury to the Contractor's personnel or the public, or damage to any property, must be reported to CMO within one hour)

The terms do not seem reasonable for the transition period if your intent is to utilize existing contracts. Producers and their PROs will have the ability to introduce whichever terms and conditions you prefer under new procurements and contracts. However it is highly unlikely the terms and conditions you have proposed and as highlighted above can be accommodated or re-negotiated into existing contracts. While the intent may be to create consistent terms across the province, a one-size-fits-all approach will not work to with using existing contracts.

2. The terms add a number of potential new financial risks for municipal governments to administer current contracts, including, but not limited to:
 - The rejection of truckloads of blue box materials with over 4% contamination from receiving sites with costs to manage these materials falling back to the municipality
 - Liquidated damages for issues that might not be a part of current contracts or operations (e.g., employee behaviour, unscheduled downtime, inaccurate/failure reporting)
 - Reimbursement of the value of lost or damaged blue box material in delivery (e.g., truck fire).

While we understand the intent of the proposed terms, they will add risk for many municipalities where these are not included in their existing agreements. . It is not understood why these additional requirements are required during the transition period to allow existing contracts to continue to be maintained.

3. The Master Services Agreement terms provides CMO with extraordinary powers and add unnecessary burden on municipal governments if they choose to be the contractor:
 - CMO has sole discretion:
 - to remove any supervisor or employee and the contractor will forthwith designate another supervisor or employee acceptable to CMO

RETURN TO AGENDA

- to find any work to not to be in compliance with the MSA, and the contractor at their own expense shall rectify the issue and pay costs to CMO to monitor, observe and inspect the work
 - to approve the contractor's health and safety program and safety plan
 - to force replacement the subcontractor at their cost
- High burden on documentation and proof of health and safety training
- The change management process is weighted heavily to CMO, requiring significant and open-ended information from the contractor:

"...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"

with tight timelines (10 business days).
- Allows CMO the use of contractor's equipment, vehicles and facilities in case of a contract default, however it is unclear if municipal contracts could/would provide CMO right to their collection contractor's equipment, vehicles and facilities

These types of conditions may be difficult for municipal governments to accept (e.g., impacts on union agreements, administrative and financial risks), especially as this agreement is only meant to assist with the transition period.

4. The compensation terms may also cause issues for some municipalities:
 - Payments are quarterly which requires municipalities to cash flow costs when most pay their contractors monthly and contractors are not entitled to any interest on account of delay in payment by CMO
 - Record keeping and reporting requirements, which tie to payments, seem complex and highly administratively burdensome
 - Administrative costs are based on current Datacall (i.e., 3-5% of the contract) which does not reflect actual cost to administer contracts, manage staff and resources and provide additional services such as customer service and delivery of containers²
 - The current formula to establish a per stop collection cost incorrectly includes ineligible collection sites as the costs to service these collection sites are not included in the reported Datacall
 - In some cases, the simplified approach to curbside and depot may not be possible or accurately reflect the true cost to provide the collection services. Such cases may include:

² Publicly traded waste management companies regularly report selling and administrative expenses ranging from 10-15% of their costs which is closer to what Municipalities have experienced throughout the year of operating the program. The bulk of these administrative costs are related to collection.

- Where a Municipality has issued a new contract during part of 2020 or since
- Where a Municipality cannot extend the contract until December 31, 2025
- Where a Municipality can extend the contract but the extension costs are greater than the proposed adjustment
- Where a Municipality has a contract that includes post-collection services

We continue to work closely with municipal members to provide a better means for compensation.

Many of our members would be interested in a dialogue with you to see if there are practical solutions to have them continue to provide services during the transition period. The key issues they have identified are:

- Simplified terms and conditions that recognize servicing during transition is intended to maintain current programs and service delivery the community currently offers. If municipalities are to continue to provide servicing it will be completed primarily using existing contracts. This is unlikely if significant re-negotiations are required to accommodate the scope of new terms and conditions outlined in the MSA and SOW's.
- Fair compensation that recognizes their incurred costs

Please let us know if you have any questions or require further details. We look forward to further discussion with you.

Best regards,

AMO, Toronto, RPWCO, MWA

Introduction

This document describes the methodologies to calculate the amount Circular Materials (CM) will pay municipalities with whom it has an agreement to:

- Collect blue box materials from residences and facilities and deliver these materials to a CM receiving facility;
- Operate existing depots and transport blue box materials collected at the depots to a CM receiving facility;
- Collect from public space recycling receptacles and deliver these materials to a CM receiving facility; and
- Deliver local promotion and education (P&E) where the municipality provides residence and facility collection and/or depot collection.

The methodologies are designed to expedite the transition of 365 Ontario communities to extended producer responsibility (EPR) by setting out understandable, transparent and reasonable methodologies to calculate rates of payment to partner municipalities.

Payments are based on the actual costs reported by municipalities in the Datacall and published by the Resource Productivity and Recovery Authority (RPRA). Reported collection costs will be adjusted from the year in which the costs were incurred (i.e. 2020) to the municipality's transition year to reflect changing operating and inflationary conditions.

Residence and Facility Statement of Work

During transition, CM is offering to contract with municipalities to continue existing residence and facility collections services.

A municipality's 2020 Residential Collection Cost ¹ per Stop will be calculated as follows:

¹ Where a municipality has reported zero Residential Processing Costs, the average processing cost per tonne (based on municipalities reporting processing costs) will be multiplied by the municipality's tonnes collected and the result will be deducted from the municipality's 2020 Residential Collection Costs prior to the calculation of the Residential Collection Cost per stop.

<p>(Reported 2020 Residential Collection Costs) ÷ (number of: households served + retirement home and long-term care home units served + schools collected on residential routes + public space recycling receptacles collected on residential routes)</p>

Sources of information for the denominator are set out in the following table.
 Municipalities will be asked to complete the referenced Exhibits.

Data	Source
Number of households served	Households Served in 2020 as reported in the 2020 Datacall (submitted in 2021)
Number of retirement home and long-term care home units served	Residence and Facility Statement of Work (SoW) Exhibit 4: Retirement Homes, Long-Term Care Homes and Schools
Number of schools collected on residential routes	Residence and Facility SoW Exhibit 4: Retirement Homes, Long-Term Care Homes and Schools
Number of public space recycling receptacles collected on residential routes	Public Space SoW Exhibit 2: Public Space Container Locations and Container Types

A municipality's 2020 Residential Collection Cost per Stop will be adjusted as follows:

To reflect an increase in CPI: apply the change in CPI as published by the Government of Canada to 80% of the reported Residential Collection Cost per Stop	To adjust from 2020 to 2021 ²	All municipalities
	To adjust from 2021 to 2022 ³	
	To adjust from 2022 to 2023 ⁴	
	To adjust from 2023 to 2024 ⁵	Municipalities transitioning in 2024 and 2025
	To adjust from 2024 to 2025 ⁵	Municipalities transitioning in 2025

²<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.14&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2021&referencePeriods=202101%2C20210101>

³<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.14&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2022&referencePeriods=20220101%2C20220101>

⁴ Will apply the rate when available.

To reflect an increase in fuel costs: apply the change in the applicable fuel index ⁵ to 20% of the reported Residential Collection Cost per Stop	To adjust from 2020 to 2021 ⁶	All municipalities
	To adjust from 2021 to 2022 ⁷	
	To adjust from 2022 to 2023 ⁷	
	To adjust from 2023 to 2024 ⁸	Municipalities transitioning in 2024 and 2025
	To adjust from 2024 to 2025 ⁸	Municipalities transitioning in 2025

The adjusted Residential Collection Cost per Stop plus the Administration Factor will be multiplied by the number of eligible sources served to yield the payment due to a municipality under the Residence and Facility Statement of Work. Adjustments to the number of eligible sources and the Residential Collection Cost per Stop during the term of the contract are described in the Statement of Work Compensation Exhibit.

Charges for non-eligible sources ⁸

As eligible sources are used to calculate payments to municipalities, CM will not be incurring collection costs for non-eligible sources.

As the administrator of the common collection system, CM will be incurring costs to receive and transfer blue box material from non-eligible sources. The cost to receive and transfer material from non-eligible sources will be based on bid prices in response to an RFP for receiving facilities to be operated as part of the common collection system.

Producer responsibility organizations (PROs) will be incurring costs to process and market blue box material from non-eligible sources commingled with blue box

⁵ For diesel fuel, Southern Ontario Average Diesel Retail Prices published by Ontario. For natural gas, the Ontario Average Natural Gas Retail Prices published by Ontario.

⁶ [Fuels price survey information - Datasets - Ontario Data Catalogue](#)

⁷ Will apply the rate when available.

⁸ Non-eligible sources are locations that are collected on residential collection routes that are not households, retirement homes, long-term care homes or schools. Examples of non-eligible sources include municipal buildings, churches and businesses.

material from eligible sources. An average price to process and market materials net of revenue will be set through discussions among the PROs. These costs (“Non-Eligible Source Blue Box Material Price”) will be the basis for calculating the deduction from the amount due to a municipality for residence and facility collection services. The amount to be deducted from payments due to a municipality will be calculated as follows:

- The total kilograms collected will be divided by the total number of stops to yield the kilograms collected per stop;
- The kilograms collected per stop will be multiplied by the number of non-eligible sources to yield total kilograms collected from non-eligible sources; and
- Total kilograms collected from non-eligible sources will be multiplied by the Non-Eligible Source Blue Box Material Price to yield the amount to be charged to a municipality to receive and manage blue box material collected from non-eligible sources on residential collection routes.

Depot Statement of Work

During transition, CM is offering to contract with municipalities to operate existing depots and transport blue box materials collected at the depots to a CM receiving facility.

As the Datacall category *Residential Depot/Transfer Costs* includes costs to operate both depots and transfer stations, a municipality’s 2020 Residential Depot/Transfer Costs ⁹ will be adjusted to remove the costs associated with transfer stations. Based on operational experience, it is assumed that 70% of Residential Depot/Transfer Costs represent the operation of depots and the transportation of depot materials to a facility for processing.

Reported 2020 Residential Depot/Transfer Costs X 70%

= 2020 Residential Depot Costs

⁹ Where a municipality has reported zero Residential Collection Costs and zero Residential Processing Costs, the average processing cost per tonne (based on municipalities reporting processing costs) will be multiplied by the municipality’s tonnes collected and the result will be deducted from the municipality’s 2020 Residential Depot/Transfer Costs.

A municipality's 2020 Residential Depot Collection Costs will be adjusted as follows:

To reflect an increase in CPI: apply the change in CPI as published by the Government of Canada to 80% of the reported Residential Depot Costs	To adjust from 2020 to 2021 ¹⁰	All municipalities
	To adjust from 2021 to 2022 ¹¹	
	To adjust from 2022 to 2023 ¹²	
	To adjust from 2023 to 2024 ¹³	Municipalities transitioning in 2024 and 2025
	To adjust from 2024 to 2025 ¹³	Municipalities transitioning in 2025
To reflect an increase in fuel costs: apply the change in applicable fuel index ¹³ to 20% of the reported Residential Depot Collection Costs	To adjust from 2020 to 2021 ¹⁴	All municipalities
	To adjust from 2021 to 2022 ¹⁵	
	To adjust from 2022 to 2023 ¹⁵	
	To adjust from 2023 to 2024 ¹⁶	Municipalities transitioning in 2024 and 2025
	To adjust from 2024 to 2025 ¹⁶	Municipalities transitioning in 2025

A municipality's adjusted Residential Depot Costs represent the total annual payment to a municipality under the Depot Statement of Work. Adjustments to the Residential Depot Costs during the term of the contract are described in in the Statement of Work Compensation Exhibit.

¹⁰<https://www150.statcan.gc.ca/t1/tbl/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.14&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2021&referencePeriods=20210101%2C20210101>

¹¹<https://www150.statcan.gc.ca/t1/tbl/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.14&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2022&referencePeriods=20220101%2C20220101>

¹² Will apply the rate when available.

¹³ For diesel fuel, Southern Ontario Average Diesel Retail Prices published by Ontario. For natural gas, the Ontario Average Natural Gas Retail Prices published by Ontario.

¹⁴ [Fuels price survey information - Datasets - Ontario Data Catalogue](#)

¹⁵ Will apply the rate when available.

Charges for non-eligible sources ¹⁶

As a municipality's Residential Depot Costs are net of collection costs associated with materials from non-eligible sources, CM is not incurring depot collection costs for non-eligible sources.

As the administrator of the common collection system, CM will be incurring costs to receive and transfer blue box material from non-eligible sources. The cost to receive and transfer material from non-eligible sources will be based on bid prices in response to an RFP for receiving facilities to be operated as part of the common collection system.

PROs will be incurring costs to process and market blue box material from non-eligible sources commingled with blue box material from eligible sources. An average price to process and market materials net of revenue will be set through discussions among the PROs.

These costs ("Non-Eligible Source Blue Box Material Price") will be the basis for calculating the deduction from the amount due to a municipality for depot collection services. The amount to be deducted from payments due to a municipality will be calculated as follows:

- Total kilograms collected at depots multiplied by 25% (or another percentage if substantiated for a specific depot) to yield total kilograms collected from non-eligible sources; and
- Total kilograms collected from non-eligible sources multiplied by the Non-Eligible Source Blue Box Material Price to yield the amount to be charged to a municipality to receive and manage blue box material delivered to depots by non-eligible sources.

¹⁶ Non-eligible sources are locations that are collected on residential collection routes that are not households, retirement homes, long-term care homes or schools. Examples of non-eligible sources include municipal buildings, churches and businesses.

Public Space Statement of Work

The adjusted Residential Collection Cost per Stop¹⁷ will be multiplied by the number of public space recycling receptacles collected on residential routes to yield the payment due to a municipality under the Public Space Statement of Work. Adjustments to the data used in the calculation during the term of the contract term are described in the Statement of Work Compensation Exhibit.

Promotion and Education Statement of Work

During transition, CM is offering to contract with municipalities that are delivering residence and facility collection and/or depot collection to provide local promotion and education (P&E).

Municipalities report their P&E costs in the Datacall category *Residential Promotion and Education Costs*.

As 48 of the municipalities reporting in the 2020 Datacall did not report P&E costs in the 2020 Datacall, utilizing actual reported 2020 P&E costs as the basis for payment under the P&E Statement of Work would not yield an equitable approach for all municipalities.

The P&E payment per household served is calculated as follows:

- The 48 municipalities that reported zero P&E costs were removed from the calculation;
- The 18 First Nations that reported P&E costs were removed from the calculation (as separate offers will be made to First Nations); and
- P&E costs reported by the remaining municipalities were averaged.

Based on this calculation, the P&E payment offer is \$1.50 per household served.

¹⁷ The calculation methodology for the adjusted Residential Collection Cost per Stop is described in the Residence and Facility Statement of Work section.

Step 1: Number of stops on residential collection routes

Instructions: Enter your 2020 data into cells B5 to B10. Enter estimates for your transition year into cells C5 to C8.

Types of Stops	To calculate cost per stop Number of	To calculate payment Number of Stops
	Stops in 2020	at Transition
Households served	1,490	1,639
Retirement home units served	0	0
Long-term care home units served	0	0
Schools collected on residential routes	0	0
Public Space Containers	0	
Non-eligible sources collected on residential routes	72	
Total Stops in 2020 vs Eligible Residence and Facility Stops at Transition	1,562	1,639
Estimated Percentage Annual Increase in Eligible Stops after Transition		2.00%

Step 2: Residential Collection Cost, Transition Year, Administration Factor and Type of Fuel

Instructions: Enter your 2020 Residential Collection Cost in cell C17. If you did not report Residential Processing Costs in the 2020 Datacall, remove processing costs from your Residential Collection Costs. Enter your transition year in cell C19 and your 2020 Datacall Administration Factor in cell C20.

Your Residential Collection Cost from 2020 Datacall	\$95,686
Your Residential Collection Cost/Stop for 2020	\$61.26
Transition year	2023
2020 Datacall Administration Factor	10.00%
Type of fuel	Use Grey Model for Diesel Trucks and Blue Model for CNG

Step 3: Calculation of Payment for Residence and Facility Collection

Instructions: We have inserted placeholder estimates for the CPI and fuel escalators for 2023, 2024 and 2025. You can modify these if you wish.

DIESEL TRUCK ESCALATOR MODEL						
Adjustments	Price adjustment percentage	Escalator	Adjusted Collection Cost Per Stop	Adjusted Residential Collection Cost	Administration Cost	Annualized Residence and Facility SoW Payment including Administration
To adjust 2020 to 2021						
CPI	80%	1.20%	\$49.59			
diesel	20%	-15.23%	\$10.39			
		total	\$59.98			
To adjust 2021 to 2022						
CPI	80%	4.80%	\$50.29			
diesel	20%	33.36%	\$16.00			
		total	\$66.29			
To adjust 2022 to 2023						
CPI	80%	3.00%	\$54.62	\$89,522		
diesel	20%	15.00%	\$15.25	\$24,988		
		total	\$69.87	\$114,509	\$11,451	\$125,960
To adjust 2023 to 2024						
CPI	80%	3.00%	\$57.57	\$96,243		
diesel	20%	15.00%	\$16.07	\$26,864		
		total	\$73.64	\$123,107	\$12,311	\$135,417
To adjust 2024 to 2025						
CPI	80%	3.00%	\$60.68	\$103,469		
diesel	20%	15.00%	\$16.94	\$28,881		
		total	\$77.61	\$132,350	\$13,235	\$145,585

CNG TRUCK ESCALATOR MODEL						
Adjustments	Price adjustment percentage	Escalator	Adjusted Collection Cost Per Stop	Adjusted Residential Collection Cost	Administration Cost	Annualized Residence and Facility SoW Payment including Administration
To adjust 2020 to 2021						
CPI	80%	1.20%	\$49.59			
compressed natural gas	20%	0.00%	\$12.25			
		total	\$61.85			
To adjust 2021 to 2022						
CPI	80%	4.80%	\$51.85			
compressed natural gas	20%	11.23%	\$13.76			
		total	\$65.61			
To adjust 2022 to 2023						
CPI	80%	3.00%	\$54.06	\$88,610		
compressed natural gas	20%	15.00%	\$15.09	\$24,733		
		total	\$69.15	\$113,343	\$11,334	\$124,677
To adjust 2023 to 2024						
CPI	80%	3.00%	\$56.98	\$95,262		
compressed natural gas	20%	15.00%	\$15.91	\$26,590		
		total	\$72.89	\$121,853	\$12,185	\$134,038
To adjust 2024 to 2025						
CPI	80%	3.00%	\$60.06	\$102,415		
compressed natural gas	20%	15.00%	\$16.76	\$28,587		
		total	\$76.82	\$131,001	\$13,100	\$144,101

MASTER SERVICES AGREEMENT
for
SERVICES RELATED TO BLUE BOX MATERIAL
Number 2022 -●

RETURN TO AGENDA

Table of Contents

RECITALS.....	3
Article 1 INTERPRETATION.....	4
1.1 Definitions	4
1.2 Interpretation.....	6
1.3 Managed Contract.....	8
Article 2 TERM.....	9
Article 3 SCOPE OF WORK.....	10
3.1 Statements of Work	10
3.2 Work Not Guaranteed.....	10
3.3 Service Provision	10
3.4 Environmental Attributes.....	11
Article 4 REPRESENTATIONS AND WARRANTIES.....	12
Article 5 CONTRACTOR MANAGEMENT.....	13
5.1 Contractor’s Personnel.....	13
5.2 Supervision	13
5.3 Workplace Safety and Insurance Board.....	14
5.4 Health and Safety.....	14
5.5 Contingency Plan.....	15
5.6 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005	15
5.7 All Necessary Permits and Licenses	16
5.8 Record Keeping and Reporting Requirements.....	17
5.9 Subcontractors	17
5.10 Access to the Work.....	18
Article 6 COMPENSATION	19
6.1 Canadian Funds.....	19
6.2 Documentation and Payment	19
6.3 Taxes.....	20
6.4 Price Adjustment.....	20
6.5 Monies Due to CMO.....	20
6.6 Other Requirements	20
6.7 Interest	20
6.8 Limited Liabilities.....	20
Article 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION.....	21
7.1 Not Used	21
7.2 Time of the Essence and Service Level Failure Credits	21
7.3 Responsibility for Damages/Indemnification	21
7.4 COVID-19	22
7.5 Force Majeure.....	23
7.6 MSA Termination.....	24
7.7 Remedies.....	25

RETURN TO AGENDA

7.8	Disputes	25
7.9	CMO's Ruling.....	25
7.10	Arbitration.....	26
7.11	Choice of Forum	27
Article 8 STANDARD CONDITIONS		28
8.1	Governing Laws.....	28
8.2	Compliance with Laws	28
8.3	Assignment	28
8.4	Business License.....	28
8.5	Contractor to Make Examinations	28
8.6	Access to Records.....	28
8.7	Availability of Equipment, Vehicles and Facilities	29
8.8	Insurance.....	30
8.9	Changes to MSA.....	31
8.10	Change Management	31
8.11	Conflicts And Omissions	34
8.12	Duty To Notify.....	34
8.13	Intellectual Property.....	35
8.14	Confidentiality Covenant	35
8.15	Severability	37
8.16	Survival.....	37
8.17	Further Assurances	37
8.18	Revisions to this MSA	37
8.19	Counterparts.....	37
8.20	Notice.....	38
Article 9 MSA SCHEDULES.....		39

This Master Services Agreement (this “MSA”) is entered into as of ●, 2022, (“Effective Date”)

Between

_____, a [corporation incorporated under the laws of ●], having a place of business at <insert address> (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1881 Yonge Street, Suite 800, Toronto ON M4S 3C4, operating as Circular Materials Ontario (“CMO”)

RECITALS

WHEREAS, CMO is a Producer Responsibility Organization registered with the Resource Productivity and Recovery Authority to provide services set out in Part IV Collection of Ontario Regulation 391/21 (“Regulation”); and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Materials and related services; and

WHEREAS, in connection with the Offer and Acceptance Process, 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 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

“AODA” means the *Accessibility of Ontarians with Disabilities Act, 2005*, S. O. 2005, c. 11.

“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 Competition Act (Canada), the Environmental Protection Act (Ontario), the Ontario Resource Recovery and Circular Economy Act, 2016 (Ontario) 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.

“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 Quarter and data and information provided pursuant to Section 3.2 of Exhibit 1 of the Eligible Community Statement of Work for Public Space Collection, Section 3.4 of Exhibit 1 of the Eligible Community Statement of Work for Depot Collection, Section 3.6 of Exhibit 1 of the Eligible Community Statement of Work for Residence and Facility Collection and Section 5.10 of this MSA.

“COLLECTION VEHICLE” means a vehicle used to perform collection services, as described in the applicable Statement of Work.

“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.

“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.

RETURN TO AGENDA

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

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

“HAULING VEHICLE” means a vehicle used to perform hauling services, as described in the applicable Statement of Work.

“INTELLECTUAL PROPERTY RIGHTS” means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, Confidential 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.

“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) commencing Work before executing this MSA;
- (ii) failing to commence Work on a Statement of Work Effective Date;
- (iii) failing to commence Work on a Statement of Work Eligible Community Service Commencement Date;
- (iv) 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 not expressly permitted by this MSA;
- (v) failing to comply with any of the health and safety requirements set out in Section 5.4;
- (vi) failing to make payments due to its Subcontractors or suppliers;
- (vii) failing to comply with the supplier code of conduct set out in Schedule B;
- (viii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (ix) failing to ensure CMO and Producers remain in compliance with the Regulation, in respect of any material matters relating to the services provided to CMO;
- (x) breaching any material term of this MSA, including the confidentiality provisions;
or
- (xi) abandoning the Work.

“OFFER AND ACCEPTANCE PROCESS” means the process employed by CMO by which it has made an invitation to an Eligible Community to perform certain Work, and by which such invitation is accepted and the Parties have entered into this MSA or a Statement of Work.

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

RETURN TO AGENDA

“QUARTER” means a three (3) calendar month period beginning on January 1st, April 1st, July 1st or October 1st.

“REGULATION” has the meaning set out in the Recitals.

“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 approved by CMO pursuant to Section 5.9b).

“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 the Contract Price by the federal or any provincial government and is computed as a percentage of the Contract Price 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 changes to the Work which may be ordered by CMO or agreed to by the Parties, as provided herein.

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 and the word “Person” will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- (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 are the following schedules (including exhibits to the Schedules):
 - (i) Schedule A – Statements of Work; and
 - (ii) Schedule B – Supplier Code of Conduct.
- (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 Change Directives; and
 - (iv) Other portions of this MSA.
- (n) Except for Change Directives unilaterally signed by CMO or other written notices from CMO provided for in this MSA, no change or modification to this MSA shall be valid unless it is in writing and signed by the Contractor and CMO.

RETURN TO AGENDA

1.3 Managed Contract

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.

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 7.5 and 7.6, or as otherwise provided for in this MSA.
- (b) CMO, at its sole discretion, may extend a Statement of Work by written notice. 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. CMO may exercise this right to extend a Statement of Work at any time and from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with 7.6, 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 Statements of Work

- (a) CMO may, from time to time, in its discretion, invite the Contractor to participate in an Offer and Acceptance Process by which CMO will invite the Contractor to perform certain Work.
- (b) If the Contractor is invited to participate in an Offer and Acceptance Process pursuant to Section 3.1a), the Contractor shall respond to CMO accepting or rejecting the invitation to perform the specified Work within the timeframes provided for in the invitation.
- (c) If the Contractor accepts the invitation to perform the Work following an Offer and Acceptance Process, the Parties will record the Work, and the terms and condition relating to such Work, in a Statement of Work and enter into such Statement of Work not later than ten (10) Business Days after the Parties have reached mutual agreement upon such Work.

3.2 Work Not Guaranteed

The Contractor acknowledges and agrees that:

- (a) CMO has no obligation whatsoever:
 - (i) to invite the Contractor to participate in any Offer and Acceptance Process;
 - (ii) to enter into a Statement of Work with the Contractor in respect of any Work or the provision of any other work or services; or
 - (iii) to enter into any direct or indirect agreement with the Contractor for any Work or the provision of any other work or services;
- (b) CMO has a non-exclusive arrangement with the Contractor for the matters contemplated by this MSA, and CMO may have the same or other arrangements with other Persons for such matters;
- (c) CMO has the right to perform and procure Work with its own forces and/or by contracting in whole or in part with any other Persons; and
- (d) there is no minimum or maximum number of Statements of Work and/or amount or cost of Work which may be awarded to the Contractor.

3.3 Service Provision

- (a) The Contractor shall provide, at its own expense, 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 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.

RETURN TO AGENDA

- (c) In the event of 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. 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 or Change Directive to the Contractor in accordance with Section 8.10.

3.4 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, and includes:
 - (i) rights to any fungible or non-fungible attributes attributable to the generation or creation of energy from sources recognized as renewable, or generated from otherwise wasted resources, directly or indirectly arising out of the production, use, sale, capture, flaring, burning, destruction, processing, conversion, utilization, fueling, storage or sequestration that now or hereafter qualifies for recognition under any domestic, international, or foreign emissions reduction or emissions program, scheme or organization or law or governmental authorization;
 - (ii) any credits, benefits, offsets, reductions, rights, or indicia relating to the reduction, mitigation, or control of greenhouse gas emissions, including carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, or any other gas, matter, or substance;
 - (iii) any and all rights relating to the performance of the Work as may be defined and awarded through applicable legislation or voluntary programs; and
 - (iv) all revenues, entitlements, benefits and other proceeds arising from or related to the foregoing.
- (b) 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.
- (c) The Contractor shall from time to time, upon written direction of CMO, take all such actions and do all such things necessary to effect the transfer and assignment to, or holding in trust for, CMO, all rights, title, and interest in all Environmental Attributes as set out in Section 3.4b).

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) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements of more than minimal value to any officer, director, employee, agent or representative of CMO in connection with this MSA and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions, payments, kickbacks, gifts, entertainment or other inducements to any officer, director, employee, agent or representative of CMO;
- (e) 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
- (f) 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.

RETURN TO AGENDA

ARTICLE 5 CONTRACTOR MANAGEMENT

5.1 Contractor's Personnel

- (a) The Contractor shall provide an adequate uniform to its employees, agents, and Subcontractors in the performance of this MSA.
- (b) The Contractor shall provide a training program to ensure that its employees, agents, and Subcontractors are competent to perform the Work, including training that describes the Contractor's operations, complaint procedures, occupational health and safety legislation and policy, Workplace Hazardous Materials Information System (WHMIS), hazardous spills response and all traffic laws (including applicable municipal by-laws).
- (c) The Contractor's employees, agents, and Subcontractors shall be required to be respectful, courteous, and shall perform all their duties under this MSA in a manner that promotes positive public relations and customer service excellence for the Contractor and CMO with the utmost regard for enhancing relations and maintaining a positive public image for CMO and the producers it represents.
- (d) The Contractor agrees that neither it, nor any of its employees, agents, or Subcontractors, shall solicit or accept any gratuity for Work performed under this MSA.
- (e) If any of the Contractor's employees, agents, or Subcontractors, acting on behalf of the Contractor in connection with the Work arising out of this MSA gives just cause for complaint, in the sole discretion of CMO, the Contractor upon notification by CMO shall not permit such Person to continue in any future work arising out of this MSA.
- (f) In the performance of this MSA, the Contractor shall be responsible for and agrees to discipline or discharge any of its employees, agents, or Subcontractors that breach any of the terms and conditions of this MSA or any Applicable Law while engaged in the performance of this MSA.

5.2 Supervision

- (a) The Contractor will provide skilful and efficient supervisors and any necessary assistants to supervise the Work, subject to the approval of CMO, for the duration of this MSA.
- (b) The supervisors must thoroughly understand this MSA and be fully experienced in the Work being performed. The supervisors will represent and oversee the operation of this MSA and are authorized to accept any notice, consent, order, decision, or other communication on behalf of the Contractor.
- (c) The supervisors shall monitor daily the Work performed under this MSA and the applicable Statement of Work and will be responsible to address all customer complaints, spills and accidents that occur during the performance of this MSA.
- (d) The Contractor shall, at its own expense, provide CMO with a toll-free number to be used to contact supervisors on all days when Work is performed, during the hours of 7:00 a.m. to 6:00 p.m.
- (e) The Contractor shall equip each supervisor with a cellular telephone capable of taking photographs, sending and receiving email, and receiving calls from CMO via the toll-free telephone number provided pursuant to Section 5.2f).

RETURN TO AGENDA

- (f) The Contractor shall, upon the written request of CMO, remove any supervisor or employee who is determined to be incompetent or to have been conducting him/herself improperly, in the sole discretion of CMO, and will forthwith designate another supervisor or employee acceptable to CMO. The Contractor shall not substitute a supervisor without first notifying CMO.
- (g) When the Contractor observes that the Work is not being performed in compliance with this MSA, including a Statement of Work, and/or Applicable Law, the Contractor shall immediately notify CMO of the non-compliance and the corrective measures that will be taken to remedy the situation.

5.3 Workplace Safety and Insurance Board

At all times during this MSA, the Contractor agrees to maintain, and to ensure its Subcontractors maintain, its Workplace Safety Insurance Board (“WSIB”) account in good standing.

5.4 Health and Safety

- (a) The Contractor shall:
 - (i) comply with all Applicable Laws relating to the Work being provided, including the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (“OHSA”), as amended from time to time;
 - (ii) ensure all employees, agents and Subcontractors are knowledgeable in and observe the Applicable Laws pertaining to their duties, including the OHSA, as amended, and obeying all traffic laws;
 - (iii) ensure all employees wear the necessary personal protective equipment;
 - (iv) be responsible for the safety of all employees, agents and Subcontractors undertaking delivery of the Work, in accordance with all Applicable Laws;
 - (v) ensure that all of its supervisory personnel performing the Work under this MSA are “competent persons” within the meaning of the OHSA;
 - (vi) comply with CMO’s guidelines respecting employee, agent and Subcontractor conduct as may be set by CMO;
 - (vii) acknowledge and comply with the requirements of all Applicable Laws pertaining to the Workplace Hazardous Materials Information System (“WHMIS”) and provide the Work in accordance with the health and safety requirements of all Applicable Law and requirements of any government authorities;
 - (viii) assume full responsibility for the enforcement of the OHSA, and CMO’s health and safety policies and safe work practices, in relation to the Work; and
 - (ix) cooperate and participate in the reporting of safety events and the subsequent investigations of any events precipitated by the Contractor as a result of a breach by the Contractor of an Applicable Law or the negligence of the Contractor. The Contractor shall deal with all such events and shall assist CMO in addressing such events, at the Contractor’s cost and shall not be entitled to be reimbursed therefor by CMO.

RETURN TO AGENDA

- (b) Within thirty (30) calendar days after the Effective Date and each Statement of Work Effective Date the Contractor shall submit to the satisfaction of CMO, in its sole discretion, a copy of the Contractor's health and safety program (as accepted by CMO, the "Contractor's Health and Safety Program") and the Contractor represents and warrants that Contractor's Health and Safety Program complies with Applicable Laws, including with the OHSA, and is consistent with, and complies with, the objectives and requirements of the Applicable Laws, CMO's health and safety policies and requirements and safe work practices.
- (c) At least thirty (30) calendar days prior to a Statement of Work Eligible Community Service Commencement Date the Contractor shall submit to the satisfaction of CMO, in its sole discretion, a copy of the Contractor's safety plan for the performance of the Work in the applicable Eligible Community (as accepted by CMO an "Eligible Community Safety Plan") and the Contractor represents and warrants that Contractor's Eligible Community Safety Plan complies with Applicable Laws, including with the OHSA, and is consistent with, and complies with, the objectives and requirements of the Applicable Laws, CMO's health and safety policies and requirements and safe work practices. The Contractor shall be responsible for establishing, coordinating, implementing, administering and updating, as required, an Eligible Community Safety Plan for each Eligible Community where the Contractor performs Work.
- (d) The Contractor shall maintain and comply with Contractor's Health and Safety Program and all Eligible Community Safety Plans during the performance of the Work.
- (e) The Contractor shall provide CMO with updates to the Contractor's Health and Safety Program and all Eligible Community Safety Plans each time a document is amended, provided that such amendments have been accepted by CMO.
- (f) The Contractor shall report all accidents involving personal injury to the Contractor's personnel or the public, or damage to any property, to CMO within one (1) hour. The report shall include accurate documentation of the accident.
- (g) If the Contractor fails to comply with any of the requirements set out in this Section 5.4, CMO shall have the authority to stop any Work affected by such failure until the condition is remedied. The Contractor shall not be entitled to, or seek, reimbursement of any cost or an extension in time under this MSA as a result of such stop order.

5.5 Contingency Plan

Within thirty (30) calendar days after the Effective Date, each Statement of Work Effective Date and each Statement of Work Eligible Community Service Commencement Date, the Contractor shall submit to the satisfaction of CMO a contingency plan explaining in detail how performance of the Work during any strike, lockout, or other labour disruption, or fire or other major Work interruption shall be maintained. Such contingency plan, once accepted by CMO, shall become a part of this MSA and shall be subject to all the terms of this MSA. For clarity, pursuant to Section 7.6c), when so directed by CMO, the Contractor shall implement the contingency plan, as accepted by CMO, as applicable, at the Contractor's sole cost and expense.

5.6 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 7 of Ontario Regulation 191/11 ("IAS Regulation")

made under the AODA. The Contractor shall ensure that such training includes a review of the purposes of the AODA and the requirements of the IAS Regulation, as well as instruction regarding all matters set out in Section 7 of the IAS Regulation. The Contractor shall submit to CMO, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. CMO reserves the right to require the Contractor to amend its training policies to meet the requirements of the AODA and the IAS Regulation.

Further information on compliance can be found at the Ministry of Community and Social Services website: <http://www.mcscs.gov.on.ca/mcss/english/pillars/accessibilityOntario/accesson/compliance>.

5.7 All Necessary Permits and Licences

- (a) The Contractor shall obtain, and the Contractor shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work prior to each Statement of Work Effective Date, if applicable.
- (b) The Contractor shall provide CMO with copies of all permits, permissions, licenses, and approvals at the frequency indicated in the table included below.

Table 5.1: Permits, Permissions, Licences and Approvals.

Permit, Licences, etc.	Timing of Presentation
Section 5.3: Valid WSIB Clearance Certificate, indicating the WSIB firm number, account number and that the account is in good standing.	(a) Within fourteen (14) calendar days after the Effective Date. (b) Every sixty (60) calendar days (or upon receipt of a Clearance Certificate from WSIB) throughout the term of this MSA.
Section 5.6: Completion of AODA training	(a) Within fourteen (14) calendar days after the Effective Date.
Section 8.4: Valid business licence, if required	(a) Within fourteen (14) calendar days after the Effective Date. (b) On each anniversary of the Effective Date for the term of this MSA.
Section 8.8: Valid insurance certificate	(a) Within fourteen (14) calendar days after the Effective Date.

	(b) On each policy renewal date for the term of this MSA.
--	---

- (c) The Contractor shall notify CMO within five (5) Business Days if there is a change to, or immediately if there is a cancellation of, any permits, permissions, licences or approvals required to perform the Work.

5.8 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, comprehensive operations reports, and an 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 5.8 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

5.9 Subcontractors

- (a) The Contractor may, subject to this Section 5.9, 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 may only employ a Subcontractor for the specific portion of the Work that CMO has approved the Subcontractor to perform in writing or as listed in Schedule A.
- (c) CMO may direct the Contractor to replace a Subcontractor where, at CMO's sole discretion, the Subcontractor is found to be the cause of complaints and/or failing to deliver the Work. All costs related to replacing a Subcontractor will be borne by the Contractor.
- (d) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors:
- (i) incorporate insofar as they are applicable, the terms and conditions of this MSA, including any Statements of Work, into all subcontracts or agreements with Subcontractors;
 - (ii) 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, including information which would reveal in whole or in part the build-up of the Contract Price.

- (e) 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.
- (f) CMO may provide to any Subcontractor information as to such Subcontractor's work that has been approved for payment.
- (g) The Contractor shall pay all Subcontractors in accordance with the terms of their subcontracts and Contractor shall advise CMO in writing, with reasonable particulars, of any material disputes with a Subcontractor or any material default by any Subcontractor under such subcontracts.
- (h) In the subcontracting of any part of the Work in accordance with this MSA, the Contractor shall, unless otherwise authorized by CMO, place subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions which are no more onerous to CMO than those provided for in Section 7.6 of this MSA, and generally the Contractor shall co-operate with CMO and do everything reasonably within its power to minimize the amount of CMO's obligations in the event of a termination under Section 7.6 of this MSA.

5.10 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 inspect any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed 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).
- (b) If any Work is found by CMO or the Manager, at their sole discretion, 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 and pay the costs of CMO and the Manager to monitor, observe and inspect such Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained during monitoring, observation and inspection of the Work for the administration of this MSA and any internal purposes.

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA shall be 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 Quarter, 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 Quarter (collectively, the “Work Reports for the Quarter”) to:

[insert CMO address]

Attention: [insert CMO contact name]

- (c) The Work Reports for the Quarter shall comply with the requirements of this MSA and include the monthly work reports pursuant to Section 4.1 of Exhibit 1 to a Statement of Work.
- (d) For clarity, the Work Reports for the Quarter 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 Quarter until CMO has received all items required from the Contractor in respect of such Quarter, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, at its discretion.
- (e) For each Quarter 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 Quarter, calculated in accordance with each applicable Statement of Work, as the case may be, provided the Contractor has submitted the Work Reports for the Quarter to CMO in respect of such immediately prior Quarter. For clarity, CMO may disagree with, and dispute, the content of the Work Reports for the Quarter.
- (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) Any damages or fines assessed against CMO by reason of breach or breaches of the OHSA by the Contractor and any service level failure credits determined pursuant to this MSA, including any Statements of Work, will entitle CMO to off-set any such damages, fines or service level failure credits against any monies that CMO may, from time to time, owe the Contractor under this MSA or under any other contract whatsoever.

RETURN TO AGENDA

- (i) 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, if any, or by issuing a refund to CMO within twenty (20) calendar days.

6.3 Taxes

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. If CMO is required to pay any such applicable Value Added Taxes to any taxing jurisdiction, the Contractor will remit the amount of any such tax to CMO upon demand thereof.

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, such monies shall be deducted from and retained by CMO from the amounts due to the Contractor or may be recovered from the Contractor as a debt due to CMO.

6.6 Other Requirements

- (a) The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.
- (b) When payment is made to the Contractor, the Contractor shall promptly pay to every Subcontractor employed any amount properly due such Subcontractor on account of Work covered by this MSA and the applicable Statement of Work. CMO shall not be liable for, or be held to pay, any money to the Contractor except as provided above, and on making the complete payment aforesaid, CMO shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to this MSA, or for any act or neglect of CMO relating to the Work, except a claim against CMO for the remainder, if any, of the amounts kept or retained as provided.

6.7 Interest

The Contractor shall not be entitled to any interest upon any amounts owing on account of delay in payment by CMO.

6.8 Limited Liabilities

CMO's liability under this MSA for each component of the Work shall be limited to the portion of the Contract Price paid to the Contractor for delivery of such component of the Work under the applicable Statement of Work.

RETURN TO AGENDA

ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

7.1 Not Used

7.2 Time of the Essence and Service Level Failure Credits

- (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 7.6 without penalty or prejudice and/or, as applicable, CMO may apply service level failure credits.
- (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. Such written warning is without prejudice to the Contractor being assessed service level failure credits to the extent such failure is an Infraction, without prejudice to CMO's rights under Section 7.2c).
- (c) If, at any time during the term of this MSA, CMO applies service level failure credits in accordance with this MSA (including Section 7.2(c) of this MSA or Section 6.1 of Exhibit 1 to a Statement of Work) in excess of \$10,000 during any rolling six (6) calendar month period, then in addition to the application of such service level failure credits and without prejudice to any other rights or remedies available to CMO, CMO may:
 - (i) immediately terminate this MSA or one or more Statements of Work pursuant to Section 7.6d)ii); and/or
 - (ii) claim damages for all liabilities suffered by CMO due to the Contractor's failure to fulfill its obligations under the provisions of this MSA.
- (d) The application of service level failure credits under this MSA, including any Statements of Work, shall be without prejudice to any other rights or remedies of CMO and CMO's ability to claim damages for breach of this MSA, pursuant to Section 7.2c) of this MSA or otherwise, and shall not relieve the Contractor of its obligations under this MSA, including as a result of the event or cause which gave rise to the CMO's application of service level failure credits or any other rights or remedies which may be available to CMO.

7.3 Responsibility for Damages/Indemnification

- (a) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnities") from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings brought against, suffered, sustained or incurred by the Indemnities, directly or indirectly arising out of this MSA attributable to:
 - (i) 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;
 - (ii) any negligent acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;

RETURN TO AGENDA

- (iii) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
 - (iv) 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 machinery used thereof or therein, or which may happen by reason of the failure of 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;
 - (v) any assessment (including compliance orders and administrative penalties) 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;
 - (vi) any failure by CMO to submit any required report 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; or
 - (vii) damages or fines arising from any breach or breaches of the OHSA due to the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with OHSA.
- (b) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold harmless the Indemnitees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings (including legal fees) brought against, suffered, sustained or incurred by the 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.
 - (c) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.3 shall include claims, demands, actions, suits or other proceeding by Persons against CMO for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (d) The Contractor acknowledges that CMO holds the benefit of any provision in this MSA, including under this Section 7.3, 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.

7.4 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.

RETURN TO AGENDA

- (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.

7.5 Force Majeure

- (a) Subject to Section 7.5b), “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) strike or lockout or work slowdowns or other labour disruption or job action;
 - (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

RETURN TO AGENDA

Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall either: terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; or 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.

- (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.

7.6 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, as aforesaid, shall be without prejudice to any other rights or remedies CMO may have.
- (b) If CMO terminates this MSA or any Statement of Work as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Work and materials in progress and finish the Work by whatever means CMO may deem appropriate under the circumstances;
 - (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 which may be deducted from any monies due, or becoming due, to the Contractor.
- (c) For clarity, if CMO terminates this MSA or any Statement of Work without cause pursuant to Section 7.6d)i) or because the Regulation is rescinded, 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.
- (d) 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) Without cause at any time, upon twenty-four (24) months' written notice being provided to the Contractor;
 - (ii) If there is a Material Contractor Default or if the Regulation is rescinded, immediately, upon written notice being provided to the Contractor, CMO may terminate this MSA, or any part of this MSA, including any Statements of Work, without prejudice to any other right or remedy CMO may have under this MSA; and
 - (iii) If there is a Contractor Default and the Contractor has failed to cure such Contractor Default within ten (10) Business Days after receipt of notice of such

RETURN TO AGENDA

Contractor Default, immediately, upon written notice being provided to the Contractor, CMO may terminate this MSA, or any part of this MSA, including any Statements of Work, without prejudice to any other right or remedy CMO may have under this MSA.

7.7 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.6, 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 7.6b).
- (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.

7.8 Disputes

- (a) In cases of disputes as to whether the Work delivered meets the conditions in this MSA, the decision of CMO shall be final and binding on all Parties.
- (b) 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:
- (c) The Parties shall attempt to resolve the dispute through informal discussions;
- (d) If 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
- (e) 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 7.10.

7.9 CMO's Ruling

- (a) If the Contractor has any misunderstanding or difference of opinion with respect to the interpretation, application, administration or alleged breach of this MSA, or the Contractor disputes any decision of CMO required by this MSA, the Contractor shall submit a written

RETURN TO AGENDA

request for a ruling to CMO with respect to the matter not later than thirty (30) calendar days after the day the matter arose. The Contractor's request shall identify the MSA terms in respect of which the matter arose, state the grounds for the Contractor's position on the matter and submit the records which support its position.

- (b) CMO shall within thirty (30) calendar days of receipt of the Contractor's request either:
 - (i) Request the Contractor to submit such further and other particulars with respect to the matter as required in which case the Contractor shall submit the required particulars within thirty (30) calendar days of receipt of CMO's request. Following CMO's receipt of the particulars, the Contractor's request with particulars shall be dealt with in the same way as a request for ruling; or
 - (ii) Notify the Contractor of its decision.
- (c) The Contractor shall be entitled to an arbitration of the matter pursuant to Section 7.8, if:
 - (i) CMO fails to respond to the request for ruling, and the Contractor gives notice to CMO that it requires an arbitration within ten (10) Business Days of the date by which CMO was required to give its ruling;
 - (ii) The Contractor objects to CMO's request for particulars and the Contractor gives notice to CMO that it requires an arbitration within the time prescribed for the delivery of particulars; or
 - (iii) The Contractor disputes CMO decision and gives notice to CMO that it requires arbitration within ten (10) Business Days of receipt of CMO's decision.
 - (iv) The Contractor shall be deemed to have abandoned the matter if it fails to observe any time limit specified in the paragraphs above unless CMO has extended the time limit in writing.

7.10 Arbitration

- (a) 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 CMO receives the notice provided for in Section 7.9c)ii). 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.

RETURN TO AGENDA

- (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 7.9c)ii).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.11 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

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. 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.

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 Business License

If required, the Contractor shall be solely responsible for obtaining a business licence, at its own cost, for the Work under this MSA.

8.5 Contractor to Make Examinations

- (a) 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.
- (b) With the exception of Force Majeure events or as otherwise provided in this MSA, the Contractor assumes the risk of all conditions, foreseen and unforeseen, and agrees to continue to provide the Work without additional compensation under whatever circumstances may develop other than as provided herein.

8.6 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer, financial and service records, including, as applicable to the Work, 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) reflecting the Work. The Records shall include all records and payments under this MSA, as adjusted for additional and deleted services

RETURN TO AGENDA

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 weighscale 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 weighscale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA shall be maintained, and access granted pursuant to this Section 8.6, throughout the term of this MSA and for at least five (5) years thereafter.

8.7 Availability of Equipment, Vehicles and Facilities

- (a) The Contractor's Equipment and facilities used in the performance of this MSA shall be available for use by CMO in case of contract default, pursuant to Section 7.6b). For this purpose, any document (including a lease to or by the Contractor; a financing contract; an acquisition over time; a mortgage; or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - (i) Exempt CMO from liability during its usage of such property for balloon payments, accrued interest, accelerated charges on account of default, or other extraordinary payments, nor make satisfaction thereof a condition of CMO's interim usage; and
 - (ii) Forbid any foreclosure, trustee's sale, or other dispossession of the Contractor's interest without giving CMO sixty (60) calendar days' prior notice, and then make any termination of the Contractor's possessor interest pursuant to such document or the enforcement thereof subject to the requirements of subsections within this section.
- (b) In event of default, the Contractor shall allow CMO to use such property to continue performance of the Work for a period of up to six (6) months. Rental fees for Equipment shall be paid to the Contractor or successor interest, to be determined at the time of exercising this section of this MSA.
- (c) To assure compliance with this section, the Contractor shall submit the following to CMO for review and approval prior to the Effective Date:
 - (i) All contracts, leases, or other documents encumbering or limiting the Contractor's interest in such property;
 - (ii) All contracts, leases, or other documents for acquisition, lease or replacement, or substitute equipment for such property; and
 - (iii) Any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement.
- (d) No transactions identified in this section shall take effect without CMO's approval. CMO's approval shall not be unreasonably withheld.

RETURN TO AGENDA

8.8 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this MSA:
- (i) Comprehensive 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 on forms meeting statutory requirements covering all owned, non-owned, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage. CMO and the Manager shall be named as an additional insureds under the Contractor's Automobile Liability insurance policy with respect to the Work performed.
 - (iii) Environmental impairment liability insurance 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, personal 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.
 - (iv) For all Statements of Work for Eligible Community Depot Collection, "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 machinery, boilers and 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 including, but not necessarily limited to, the additional insureds endorsement, evidencing the insurance requirements of the Contractor, have been filed and approved by CMO.
- (c) Any deductibles or self-insured retentions must be declared to and approved by CMO but shall not be more than \$100,000 per occurrence for Comprehensive General Liability and Environmental Liability Insurance and not more than \$10,000 for Automotive Liability Insurance. In the event the deductibles or self-insured retentions are not acceptable to CMO, CMO reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

RETURN TO AGENDA

- (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 or expiring, the Contractor shall notify CMO and the Manager in writing at least sixty (60) calendar days prior to the effective date of cancellation or expiry. The Contractor shall notify CMO and the Manager in writing at least sixty (60) calendar days prior to the effective date of the new policy replacing another policy. 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.
- (e) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.9 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, except for a Change Directive.
- (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, except for a Change Directive.

8.10 Change Management

- (a) CMO shall be entitled, in its sole discretion, to make 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").
- (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;

RETURN TO AGENDA

- (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.
- (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 or CMO has issued a Change Directive.
- (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

RETURN TO AGENDA

- 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 CMO in accordance with this section, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.
- (j) Change Directive:
- (i) If CMO requires the Contractor to proceed with a change in the Work, including removing all or a portion of the Work under any Statements of Work, prior to CMO and the Contractor agreeing upon the related adjustment in this MSA, CMO may issue a written instruction authorizing and directing the Contractor to proceed with such change ("Change Directive").

RETURN TO AGENDA

- (ii) If CMO issues a Change Notice pursuant to Section 8.10a), and the Contractor does not respond pursuant to Section 8.10b), CMO may at any time issue a Change Directive pursuant to this Section 8.10j) for such changes by providing notice to the Contractor that the Change Notice shall be deemed to be a Change Directive.
- (iii) Upon receipt of a Change Directive, the Contractor shall proceed promptly with performance of the change in the Work and the Contractor shall be paid the agreed costs resulting from the change in the Work.
- (iv) The Contractor shall promptly provide CMO with an estimate of the direct costs contemplated in the Change Directive, as well as the impact on the Work schedule, if applicable, but in no event later than ten (10) Business Days after receipt of the Change Directive. If the Contractor, acting reasonably, requires more time to provide such estimate and impact, it may say so and provide a date when such estimate and impact will be provided. Unless otherwise agreed to in writing by the Parties, the Contractor shall provide such estimate and impact within twenty (20) Business Days after the receipt of a Change Directive. CMO shall respond promptly to the Contractor's submission of such estimate and impact no later than ten (10) Business Days after the date of such submission. Thereafter, each Party shall respond promptly to the other Party's last submission, but in no event later than ten (10) Business Days after the date of such last submission.
- (v) If CMO and the Contractor do not agree on any proposed adjustment associated with a Change Directive, the Parties shall address the disagreement pursuant to Section 7.8.
- (vi) If at any time after the start of the Work directed by a Change Directive, CMO and the Contractor reach agreement on the direct costs and/or any other amendment to this MSA required to accommodate the change, such agreement shall be recorded in a Change Order.

8.11 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, at the sole discretion of CMO, 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.

8.12 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.

RETURN TO AGENDA

8.13 Intellectual Property

- (a) This MSA, all Collection Data and other materials (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.
- (b) Contractor shall only use and copy the Documentation as is necessary to perform the Work in accordance with this MSA. The issue or availability of the Documentation does not confer a licence or grant of any Intellectual Property Rights for any other purpose.
- (c) Title to and all property right, title and interest in the Work and the Documentation, 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.
- (d) 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 Work in accordance with the terms of this MSA. The Contractor shall, if so requested, at any time or times, execute such documents and perform such acts as may be required to fully and effectively assure CMO, or any third party, the rights referred to in this Section 8.13d).
- (e) 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. The Contractor shall 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.
- (f) The Contractor acknowledges and agrees that CMO shall be entitled to use and otherwise exploit the Work and Documentation without restriction. To the extent the Contractor owns or possesses any Intellectual Property Rights required or useful for CMO to exploit the Work or Documentation, the Contractor hereby grants to CMO an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to use such Intellectual Property Rights to exploit the Work and Documentation. The Contractor shall enable CMO to exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.13, including by, at CMO’s request, making available or delivering to CMO 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.

8.14 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

RETURN TO AGENDA

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 will:
 - (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: (a) to the extent necessary to perform the Work; (b) in accordance with all Privacy Laws; and (b) in a manner that enables CMO to comply with all Privacy Laws, including that 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 that 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 8.14 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be

RETURN TO AGENDA

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 8.14 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.15 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.

8.16 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 3.2 (Work not Guaranteed), Section 6.8 (Limited Liabilities), Section 7.3 (Responsibility for Damages/Indemnification), Section 7.6 (MSA Termination), Section 8.13 (Intellectual Property), Section 8.14 (Confidentiality Covenant).

8.17 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.

8.18 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 make 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 revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date specified in the notice, which date shall be the date CMO reasonably determines is necessary to comply with the Regulation, as so amended, or with such Communications. CMO shall make commercially reasonable efforts to consider and respond to (and, if appropriate, as reasonably determined by CMO, accommodate) reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.19 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

RETURN TO AGENDA

and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this MSA.

8.20 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 twenty-four (24) hours after confirmation of email transmission.

To CMO:

[CMO]
[Address Line 1]
[Address Line 2]
Attention: ●

Email: ●

To Contractor:

[Contractor]
[Address Line 1]
[Address Line 2]
Attention: ●

Email: ●

ARTICLE 9 MSA SCHEDULES

9.1 MSA Schedules

Attached to and forming an integral part of this MSA are the following Schedules:

- (a) Schedule A – Statement of Work; and
- (b) Schedule B – Supplier Code of Conduct.

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.

[Contractor]

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

[CMO]

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind CMO.



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Ministry of Transportation Property Purchase Agreement	Date:	June 7 th , 2022
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	TES

RECOMMENDATIONS:

THAT Council forward By-Law 2022-33, as presented to the By-Law portion of the Regular Council Meeting of June 7th, 2022 for enactment.

BACKGROUND:

The Township was approached by representatives of MTO regarding the need to acquire a small portion of Township owned lands on the Millenium Trail crossing that runs underneath Highway 17. The lands are described as being in Part of Lot 3, Concession 4, being Part 1 of Ministry Plan P-6090-50, RP49R-17578 Part. This is due to the future twinning of the 417.

The request and Property Purchase Agreement have been reviewed by the CAO/Clerk and the Public Works Manager. Staff, in discussion with MTO, ensured that there be an encroachment permit for the multi-use trail under Highway 17 and will not ever expire. This portion of the trail will remain as is, a multi-use trail.

Based on staff review and consultation with MTO, it is recommended that Council pass the By-Law as presented to provide the necessary authorization to transfer.

FINANCIAL IMPLICATIONS:

As noted in the Property Purchase Agreement, the subject lands have been appraised at fair market value and the Township will receive \$5120 for the lands. It is suggested these funds be placed in the Recreation Reserves.

ATTACHMENTS:

1. Draft by-law and a copy of the Property Purchase Agreement for reference purposes.
2. Registered Plan 49R-17578
3. GIS Map of the subject lands

Prepared by: Hope Dillabough, CAO/Clerk

Reviewed by: Adam Knapp, Public Works Manager

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-33

Being a by-law to authorize the Mayor and CAO/Clerk to enter into a Property Purchase Agreement with the Province of Ontario and sign any documents that are necessary to complete the transfer of the specified lands.

WHEREAS Part II, Sections 8 & 9 of the *Municipal Act, 2001, c. 25*, as amended establishes the scope of powers of a municipality whereas a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the “Minister”) wishes to acquire certain lands from the Corporation of the Township of Horton identified as Part Lot 3, Concession 4, Geographic Township of Horton being Part 1 Ministry Plan P-6090-50, 49R17578, being a portion of the Millenium Trail;

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

1. That the Mayor and CAO/Clerk be authorized to execute on behalf of the Corporation of the Township of Horton under corporate seal any and all documents as may be necessary to enter into a Property Purchase Agreement attached as Schedule ‘A’ to this By-Law, with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the “Minister”) and further to sign any necessary documents to complete the transfer.
2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 7th day of June, 2022.

Read a Third Time and Passed this 7th day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



PROPERTY PURCHASE AGREEMENT

For Internal Use Only
W.P. No.: 4068-09-00
Highway No.: 17
Property Section: Eastern
P-Plan: P-6090-50
Agent: T. Troughton
Rec:
Rec:
Rec:
App:

I/we, The Corporation of the Township of Horton

Of Vacant, ON

In the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton
(Township, City, Town, etc.)

Municipality of the **County of Renfrew**
(County, District, Regional or District Municipality)

being in **Part of Lot 3, Concession 4, Geographic Township of Horton, PIN 57293-0159 (LT)**

(Lot, Block – Concession and Township – or – Registered Plan)

shown as Part(s) 1

on Ministry Plan **P-6090-50**

deposited in the Land Registry Office as **49R17578**

for the sum of **Five Thousand One Hundred Twenty Dollars (\$5,120.00)**

It is understood and agreed the above sum includes payment of **\$5,120.00** for the above-mentioned lands and all entitlements as stated in the Expropriations Act, except as hereinafter provided.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

There is no fencing (or gates) required in this matter.

There are no trees involved in this matter.

Upon acceptance of this agreement the Minister and/or Agents of the Minister shall have the right to enter upon the above lands for the purpose of utility relocation (hydro, telephone, gas, etc.) and/or construction purposes.

The MTO agrees to issue an encroachment permit for the multi-use trail under Highway 17/417. The permit will not expire and will reference the terms in this agreement.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining

lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE by the minister or the minister's representative up to and including **30 days from the date of receipt of the offer from the Owner(s)** and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office or by email on or before the aforesaid date. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or e-mail.

The Minister is to be allowed **30 days** from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

THE SALE OF THE PROPERTY IS TO BE COMPLETED on or before **60 days from acceptance**. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, **VACANT POSSESSION SHALL BE GIVEN ON CLOSING.**

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

Tenant(s): _____

Mortgagee(s): _____

HST No.: _____

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque or electronic fund transfer.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/we acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/we understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at _____ this _____ day of _____, 2022

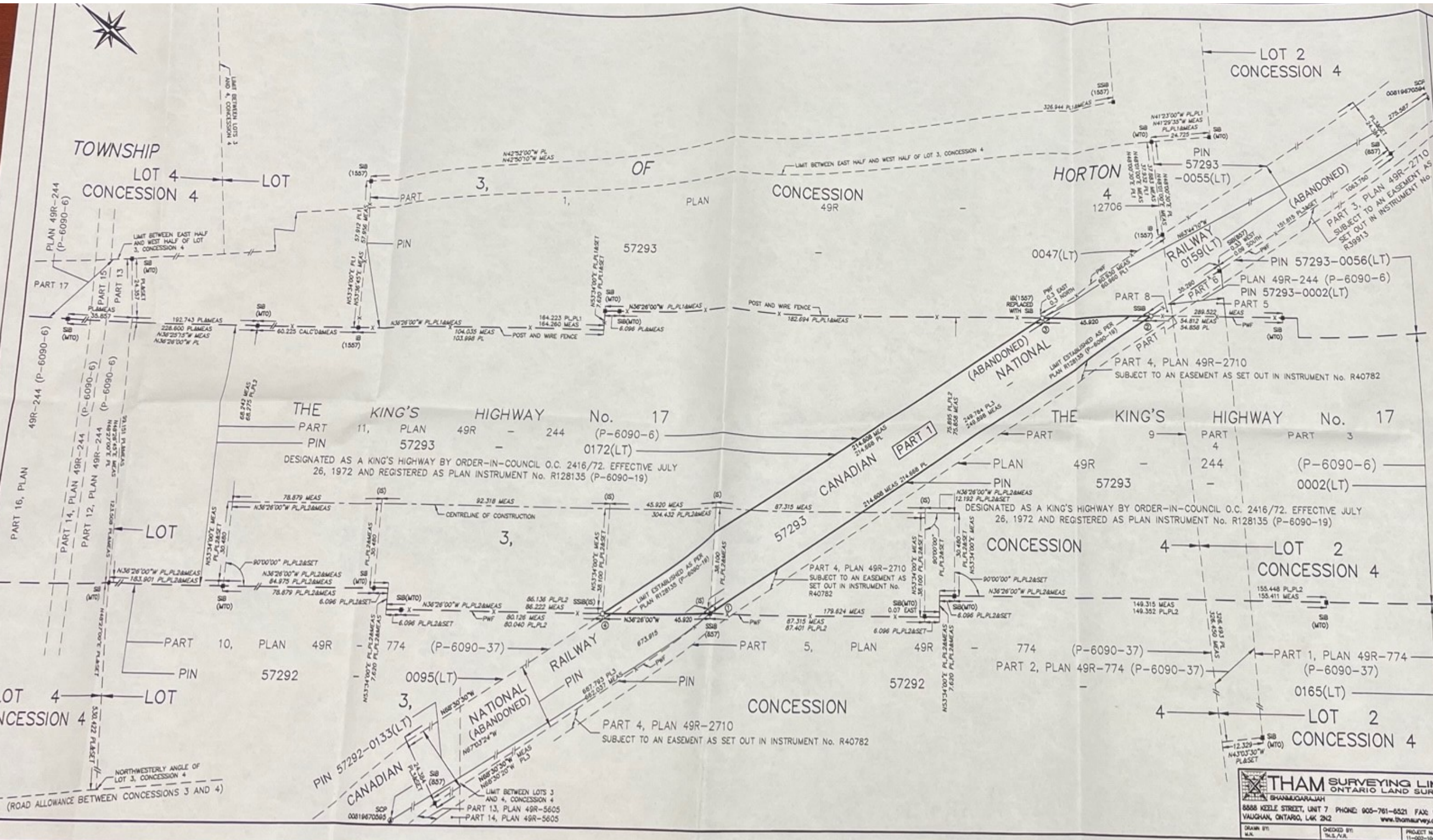
The Corporation of The Township of Horton

Print Name(s) and position held

Print Name(s) and position held

Signature(s)
I have the authority to bind the Corporation

Signature(s)
I have the authority to bind the Corporation



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 49R-17578

RECORDED AND DEPOSITED

DATE May 16th, 2011

DATE June 22, 2011

T. P. ...
ONTARIO LAND SURVEYOR

M. O'Brien
LAND REGISTRAR FOR THE LAND TITLES DIVISION OF RENFREW (No. 48)

PLAN OF SURVEY OF PART OF LOT 3, CONCESSION 4 TOWNSHIP OF HORTON COUNTY OF RENFREW

SCALE 1:750

15m 7.5 0 15 30 45 60 75 METRES

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SCHEDULE

PART	LOT	CONCESSION	AREA	NAME OF MOST RECENT TRANSFEREE
1	PART OF LOT 3	4	5233.2 m ²	THE CORPORATION OF THE TOWNSHIP OF HORTON

LEGEND

C DENOTES MONUMENT SET
 F DENOTES MONUMENT FOUND
 S DENOTES SPECIFIED CONTROL POINT
 SSB DENOTES STANDARD IRON BAR
 SB DENOTES SHORT STANDARD IRON BAR
 SIB DENOTES IRON BAR
 SCP DENOTES SPECIFIED CONTROL POINT
 PL DENOTES PLAN 49R-244 (P-6090-6)
 PL2 DENOTES PLAN 49R-226 (P-6090-11)
 PL3 DENOTES PLAN 49R-2710
 CAL'D DENOTES CALCULATED FROM PL1
 (MTO) DENOTES MINISTRY OF TRANSPORTATION OF ONTARIO
 (1557) DENOTES SURV. ROME & KASPRZAK LIMITED, O.L.S.
 (857) DENOTES FAIRHALL & MORTATT LTD., O.L.S.
 (S) DENOTES POINT ESTABLISHED BY INTERSECTION METHOD
 P.M. DENOTES PROPERTY IDENTIFIER NUMBER
 MEAS DENOTES MEASURED

NOTES

BEARINGS ARE N.T.M. GRID DERIVED FROM SPECIFIED CONTROL POINTS 00819670584 AND 00819670585, N.T.M. ZONE 8, NAD83 (ORIGINAL).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99998301.

SPECIFIED CONTROL POINTS (SCP): N.T.M. ZONE 8, NAD83 (ORIGINAL)

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF CLREG. 216/10

POINT ID	NORTHING	EASTING
SCP 00819670584	5035066.754	296505.558
SCP 00819670585	5035463.041	295515.526
1	5035230.566	296136.056
2	5035151.748	296335.718
3	5035188.688	296308.451
4	5035287.306	296108.788

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 11th DAY OF MAY, 2011

DATE May 16th, 2011

T. P. ...
ONTARIO LAND SURVEYOR

THAM SURVEYING LIMITED
ONTARIO LAND SURVEYORS

8888 KEELIE STREET, UNIT 7 PHONE: 905-761-6521 FAX: 905-761-6523
VAUGHAN, ONTARIO, L4K 2N2 www.thamsurveying.ca

DRAWN BY: M.A. CHECKED BY: T.S.V.A. PROJECT NUMBER: 11-003-10-0-01

MTO USE ONLY

HIGHWAY 17

AGREEMENT No. 4010-E-0008 ASSIGNMENT No. 10

REFERENCE PLAN TYPE "U" P-6090-50

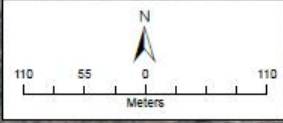
DRAWING FILE: P-6090-50-2

Recreational Trail (East of County Rd 6)

- Proposed Alignment
- Property Request
- Assume
- Closed
- Controlled Access Highway
- King's Highway
- MTO Owned, Not Designated

Produced by: East Region Geomatics Section
Source: MTO, LIO
Projection: GCS_North_American_1983
Datum: D_North_American_1983
Date: July 15, 2021

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Transportation (MTO) shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.





Township of Horton COUNCIL / COMMITTEE REPORT

Title: Saffco PW 2021-11 50% Payment Request	Date:	June 7 th , 2022
	Council/Committee:	Council
	Author:	Adam Knapp, Public Works Manager
	Department:	Public Works

RECOMMENDATIONS:

THAT Council agree with Staff recommendation to release a **50% payment** totaling \$62,000 plus HST to Saffco Electric Heating and Plumbing as requested by the contractor.

FURTHER THAT Council direct Staff to restructure the payment schedule so that the **30% payment** of the total contract cost be released upon successful commissioning of the packaged gas electric unit as defined in mechanical specification 23.2. and the **20% payment** schedule remain as drafted in Section 19 iv. of the Request for Quotation.

BACKGROUND:

The Tender was released and awarded in late 2021 and in the Request for Quotation released the Basis of Payment, Section 19, was drafted as displayed below:

- i. **30% payment** of the total contracted project cost upon delivery of the gas electric HVAC unit.
- ii. 80% of the total contracted project cost upon successful commissioning of the packaged gas electric unit as defined in mechanical specification 23.2.
- iii. 30% previous payment + **50% payment** = 80% payment
- iv. 100% of the total contract price paid after a 60-calendar day holding period and shall only be released upon request of the contractor and final acceptance of the completed work, in writing, by the Township of Horton's CAO/ Clerk as defined in this Request for Quotation including any associated Addendum.
- v. 30% previous payment + 50% previous payment + **20% payment** = 100% payment

The Contractor is citing the Global Pandemic and International supply chain issues for late delivery of the Roof Top Unit (RTU) and are requesting an altered payment schedule. The current anticipated delivery date of the RTU is July 14th, 2022, and the Contractor has stated that their supplier has claimed this is the final revision to the delivery date.

ALTERNATIVES:

Leave the payment schedule as originally drafted in Section 19 of the Request for Quotation

RETURN TO AGENDA

FINANCIAL IMPLICATIONS:

62,000 excluding HST

\$70,060 including HST

\$70,060 total owing including HST

ATTACHMENTS:

Saffco FORMAL REQUEST FOR PAYMENT

Unofficial Results RFQ PW 2021-11

CONSULTATIONS:

N/A

Prepared by: Adam Knapp, Public Works Manager

Reviewed by: Hope Dillabough, CAO/Clerk

SAFFCO Electrical Heating & Plumbing

647514 Ont Inc
11958 Round Lake Road, Pembroke ON, K8A 0K8
Phone 613.735.3641, Fax 613.735.1839
www.saffco.ca
LEC # 7001524, ACP # ECRO153, TSSA 000200967

May 30, 2022

Horton Township
2253 Johnston Road
Renfrew Ontario
K7V 3Z8

To Whom it May Concern,

We are requesting partial payment for project PW 2021-1J, Municipal Office HVAC Removal and Installation project. The supply of the RTU has been delayed due to covid restrictions and international supply chain issues stemming from fall 2021. We had not anticipated carrying these costs for an extended period.

To date, the following is completed or partially completed:

- Electrical (90% complete)
 - New RTU feed complete
 - New generator feed back to the generator building complete
 - New FF heaters installed and connected
- HVAC (60% complete)
 - The ductwork scope of the work being at 85% completed
 - Ductwork insulation through attic complete
 - Diffusers and grills have arrived at our shop
- Miscellaneous:
 - The new concrete pad 100% completed.

Outstanding work:

Disconnect and removal of old PTAC units (\$3000.00)
Patching exterior of building (10000.00)
RTU delivery, installation, commissioning (\$20000.00)
Installation of blown in insulation in attic space. (3500.00)
Diffuser installation: (3500.00)

Outstanding work value: \$40000.00

Completed Work Value: \$84000.00

Total Contract value: \$124000.00

We are requesting a payment of 50% of the total contract value to covers our costs to date.
This would be \$62000.00 + HST

Sincerely,

Sheldon Maves
HVAC Manager



RETURN TO AGENDA



The Corporation of the Township of Horton
Request for Quotation Unofficial Results

Description – Municipal Office HVAC Removal and Installation

Deposit Required – NO

RFQ - PW 2021-11

Present for Opening: Adam Knapp (P.W. Manager), Hope Dillabough CAO/Clerk, Councilor Webster, Jeff Mcleod (Valley Ventilation)

Bidding Company	Was envelope sealed? YES/NO	Envelope Addressed Properly YES/NO	HST \$ (Section 34)	Total Price \$ (Section 34)	Proposal Accepted or Rejected
Valley Ventilation	YES	YES	\$ 16,400.93	\$ 142,561.93	A
Saffco	YES	YES	\$16,120.00	\$140,120.00	A
Valley Refrigeration Ltd.	YES	YES	\$22,068.15	\$191,823.15	A
			\$	\$	
			\$	\$	

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Waste Special Container Collection	Date:	June 7 th , 2022
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	TES

RECOMMENDATIONS:

THAT Council agree to direct Staff to include only Tourism facilities to receive a Special Container Pick-Up until October 31st, 2022 which reflects the transition period to no longer receive this service after this date.

AND THAT this increase be funded from the Environmental Services Operating Budget;

AND THAT there be a Public Meeting scheduled for all ratepayers of Horton Township to attend for information purposes to discuss the position of Council.

BACKGROUND:

At the May 17th Council Meeting, Staff brought forward a report for Council discussion. Council, through consensus, requested further information. The original list of 10 (ten) ICI properties included in the Special Container Collection are as follows with their bin status:

ICI Facility	Seasonal Yes/No	Bin Status
Grandview Tent and Trailer Park	Yes	Owned by Township Bin On site
Serenity Bay Campground	Yes	Owned by Township Bin On site
Stoney Ridge Campground c/o Michael Welsh	Yes	Closed Still retains Township owned Bin and pays for Tipping
KOA Campground	Yes	Contractor Provided
Elements Luxury Tented Camp and Nature Spa	Yes	Closed No Bin Required
Steamboat Bay RV Report	Yes	Bin owned by property owner
Valley Inn Suites – Apartments	No	Bin removed per owner request Bin at Horton Landfill
Renfrew Golf Club	Yes	Contractor Provided
George Jackson Toyota	No	Bin owned by Property owner
Stardust Upholstery	No	Contractor Provided

RETURN TO AGENDA

Upon discussion at the past Council Meeting, Council appeared to be favourable of potentially moving into a transitional period for the seasonal properties that would end special container pick-up at the end of their 2022 season. Generally, most seasonal campgrounds and golf courses run from anywhere between Victoria Day Weekend (May 23rd, 2022) to Thanksgiving (October 10th, 2022). With this detailed timeframe (21 weeks), below is a breakdown of costs from the current Waste Contractor Emterra for weekly Special Container Pick-up for the seasonal parties on the above list that remain open to the public.

FINANCIAL IMPLICATIONS:

Two locations, KOA and Renfrew Golf Club, Emterra would be providing the bins, and the other locations, Grandview Tent & Trailer Park, Steamboat Bay and Serenity Bay, bins would already be supplied.

The cost per tip for KOA and Renfrew Golf Club would be \$65.00 and for Grandview, Steamboat Bay and Serenity Bay it would be \$40.00. Plus Tax.

Grandview Tent & Trailer Park	\$40.00 per tip x 21 weeks	\$840.00
KOA Campground	\$65.00 per tip x 21 weeks	\$1365.00
Renfrew Golf Club	\$65.00 per tip x 21 weeks	\$1365.00
Serenity Bay Campground	\$40.00 per tip x 21 weeks	\$840.00
Steamboat Bay RV Resort	\$40.00 per tip x 21 weeks	\$840.00
	Total Cost for Commercial Waste for Tourism Sector	\$5250.00 plus tax

ALTERNATIVE:

In the Recommendation provided, staff inserted that there be a Public Meeting. An alternative to this could be written notification to the ICI Ratepayers with the relevant information and Council position.

Prepared by: Hope Dillabough, CAO/Clerk

Reviewed by: Adam Knapp, Public Works Manager



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Delegation to Town of Renfrew Subdivision Concept Plan Proposal McGrimmon	Date:	June 7 th , 2022
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	Planning/TES

RECOMMENDATIONS:

THAT Council direct the CAO/Clerk to file a delegation to the Town of Renfrew Council to discuss potential servicing options regarding water and sanitary services from the Town, as it pertains to the proposed Subdivision on Whitton Road.

BACKGROUND:

Derek McGrimmon submitted a General Inquiry to the County of Renfrew for a proposed 40 lot subdivision on his property located at 1020 Whitton Road. Attached to this report is the response received from the County. In Section 5.3(g) of the County's Official Plan, it states that generally a plan of subdivision in a rural area should not be closer than 1km to a settlement area serviced with municipal infrastructure. Additionally, the County states they do not recommend the submission of a plan of subdivision application as it does not align with policy.

Mayor Bennett and I had a conference call with CAO/Clerk Paul Moreau, Director of Development and Property Craig Kelley and Planning Services Manager Bruce Howarth. The gist of the conversation relayed that without water and sewer services from the Town of Renfrew, the County's hands are tied by policy and would not be able to support the application. They provided another option which included filing a Ministerial Zoning Order (MZO) which is a resolution of Council that is sent to the Ministry to change the property from 'Rural' to 'Rural Residential' with no appeal period. This process takes anywhere from 6-12 months and if successful would allow the subdivision to move forward.

Further, Mayor Bennett and I met with Mr. McGrimmon and Brian Whitehead, Jp2g, to discuss options for consideration. It was discussed that first, Plan A would be to seek a delegation with the Town of Renfrew Council to preliminarily discuss their interest (or non-interest) regarding the provision of services to the Township of Horton, site specific, for this proposed plan of subdivision. In conversation, Mr. McGrimmon discussed the benefits of going back to the larger scale subdivision he originally proposed at an estimated 460 dwellings. This scale of subdivision, with services, would benefit both municipalities factoring in affordable housing, economic development, growth and development and a partnership among two municipalities and the developer.

RETURN TO AGENDA

If Council agrees to direct Staff to submit a delegation to the Town of Renfrew, upon acceptance of such, Council should appoint one additional members of Council to attend the Delegation along with the Mayor, CAO/Clerk, Brian Whitehead and Derek McGrimmon.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A at this time.

ATTACHMENTS:

- General Inquiry Response

CONSULTATIONS:

- Brian Whitehead, Jp2g Consultants
- Derek McGrimmon
- Mayor Bennett

Prepared by: Hope Dillabough, CAO/Clerk

c: Hope Dillabough, CAO/Clerk, Twp of Horton



Development & Property Department

PLANNING RESPONSE

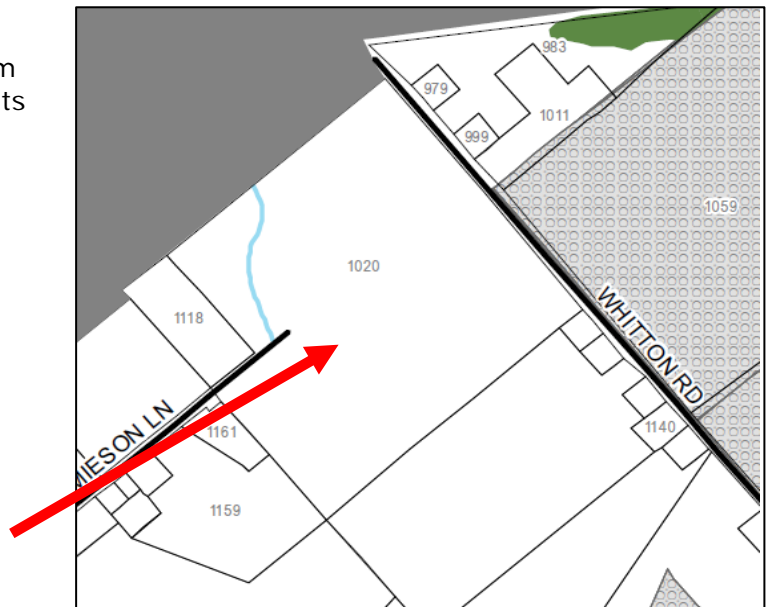
Date: May 16, 2022	Lot: Part Lots 7 & *	Conc: 3
Name of Applicant (owner or agent): Derek McGrimmon Agent: <u>Jp2g Consultants</u>	Geographic Township: Horton	
Telephone:	Municipality: Horton	
E-mail:	Address / Access: 1020 Whitton Road	

Proposal: A 40 lot subdivision + 3 blocks: one parkland/stormwater management block (Block 1) and two rural commercial blocks along Whitton Road (Blocks 2 and 3) is proposed on this 90 acre parcel of land located at 1020 Whitton Road in the Township of Horton.

Official Plan Designation: (see attached map excerpt) Rural

Applicable Official Plan Policies:

- Sections:
- 14.4 Policies for Plan of Subdivision/Condominium
 - 2.2(2) Minimum Distance Separation requirements
 - 2.2(4) Commercial Uses
 - 2.2(8)(f) Significant Valley Lands
 - 2.2(12) Servicing Policies
 - 2.2(23) Environmental Impact Study (EIS)
 - 2.2(27) Infrastructure Planning
 - 2.2(29) Parkland Dedication
 - 2.2(30) Stormwater Management
 - 5.3(1) Permitted Uses in the Rural Designation
 - 5.3(3) Plan of Subdivisions in the Rural Designation
 - 5.3(6) Commercial Uses in the Rural Designation
 - 7.3(5-6) Influence Areas and Impacts related to Aggregate Operations
 - 13.3(1) Provincial Highways
 - 13.3(3) Municipal Roads
 - 13.3(12-13) County Trails



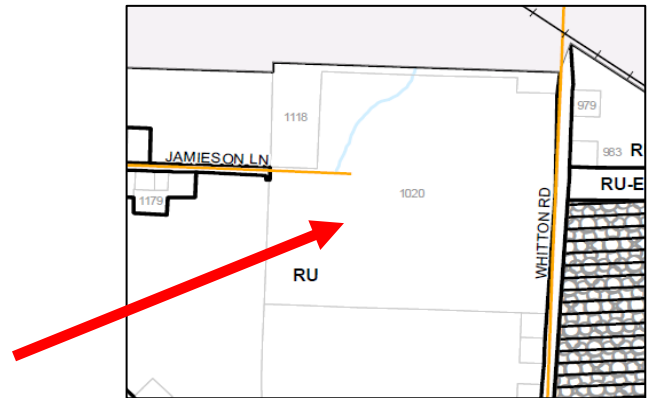
Zoning: (see attached map excerpt) Rural (RU)

RETURN TO AGENDA

Applicable Zoning Provisions (copies attached):

Sections:

- 3.28 Setbacks – Other Roads
- 3.27(a)(i) Separation Distances – MDS I
- 3.27 Separation Distances from the EM Zone
- 16.1 Permitted Uses in the Rural Zone
- 16.2 Provisions of the Rural Zone



Severance History: 2 previous lot severances: B389/83, B128/97; 1 lot addition: B63/13

Planning Issues which may affect the proposal:

<input type="checkbox"/> Archaeology	<input type="checkbox"/> Natural Gas Pipeline
<input type="checkbox"/> Area of Natural and Significant Interest (ANSI)	<input type="checkbox"/> Provincially Significant Wetland (PSW)
<input type="checkbox"/> At-Capacity Lake / Near Capacity Lake	<input type="checkbox"/> Quarry
<input type="checkbox"/> Contaminated Site / Change of Use	<input checked="" type="checkbox"/> Recreation Trail
<input type="checkbox"/> County Roads	<input checked="" type="checkbox"/> Sand, Gravel or Bedrock Resource
<input type="checkbox"/> Crown Lands	<input type="checkbox"/> Septic Effluent >4500 L/day
<input checked="" type="checkbox"/> Environmental Impact Study	<input type="checkbox"/> Septic Effluent >10,000 L/day
<input type="checkbox"/> Environmental Site Assessment/Record of Site Condition	<input type="checkbox"/> Significant Wildlife habitat
<input type="checkbox"/> Fish Habitat	<input type="checkbox"/> Significant Woodlands
<input type="checkbox"/> Flood Plain	<input checked="" type="checkbox"/> Significant Valleylands
<input checked="" type="checkbox"/> Gravel or Sand Pit	<input checked="" type="checkbox"/> Site Plan
<input type="checkbox"/> Karst Topography	<input type="checkbox"/> Slip Clays
<input type="checkbox"/> Livestock Barn within 750 metres (Type A)	<input checked="" type="checkbox"/> Stormwater Management
<input checked="" type="checkbox"/> Livestock Barn within 1500 metres (Type B)	<input type="checkbox"/> Waste Disposal Site (active or inactive)
<input type="checkbox"/> Lot Grading / Drainage	<input checked="" type="checkbox"/> Wildland Fire Hazard
<input checked="" type="checkbox"/> Ministry of Transportation	<input type="checkbox"/> Other:

Comments/Summary/Recommended Contact:

The following response has been prepared based on a review of the above-noted Official Plan policies, which can be viewed on the County of Renfrew website at: <https://www.countyofrenfrew.on.ca/en/business-and-development/resources/Documents/OfficialPlan.pdf> and municipal zoning provisions, copies of which are attached.

Plan of Subdivision

- The subdivision must be consistent with the policies in the Provincial Policy Statement and the Official Plan. These documents contain policies relevant to the location of the proposed subdivision, including promotion of efficient development patterns that sustain the financial wellbeing of the municipality over the long term. Section 1.1.1(d) of the PPS says that a municipality should avoid development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas. Further, Section 5.3(3)(g) of the County OP, states that generally a plan of subdivision in a rural area should not be closer than 1km to a settlement area serviced with municipal infrastructure.
- The subject property is adjacent to the town of Renfrew, where services are available. A rural subdivision on these lands therefore is not consistent with these policies. Although County Staff would likely not support a subdivision in this location, we have provided the comments below for your information. We **do not** recommend the submission of a plan of subdivision application.

Subdivision Applications and Supporting Studies

- A plan of subdivision/condominium requires an application form, draft plan prepared by an Ontario Land Surveyor, and fee submitted to the County of Renfrew. The subdivision application form is available on the County of Renfrew website at: <https://www.countyofrenfrew.on.ca/en/business-and-development/subdivision-and-condo-approvals.aspx>. The process requires that you provide detailed plans to the municipality including, but not limited to lot grading and drainage plans, proposed road drawings, etc. and that you enter into an agreement with the municipality to develop the subdivision in accordance with approved plans and municipal requirements.
- An application for subdivision must be supported by the following studies/reports, prepared by qualified professionals. The various studies have intersecting land use issues and should not be prepared in isolation but cross-reference one another as required:
 1. A planning justification report that demonstrates how the proposed development conforms to Provincial policy, the policies of the County of Renfrew Official Plan, and that the use constitutes good land use planning including land use compatibility with adjacent uses.
 2. Site servicing options report [see Official Plan policy 2.2(4)(g)]
 3. A Hydrogeological Study with a nitrate impact assessment demonstrating long-term site suitability for private services with no long-term negative impacts and an adequate, potable water supply [2.2(12)(a)(iii)]
 4. Preliminary stormwater management report [2.2(30)]
 5. Environmental Impact Study (EIS) demonstrating no negative impact on habitat of endangered and threatened species and the watercourse and associated significant valley lands [2.2(8)(a) and (f); 2.2(23)]
 6. Geotechnical study
 7. Aggregate Impact Study [7.3(5-6)]
 8. Traffic Study
- Notice of the subdivision applications are required to be circulated to abutting property owners within 120 metres of the property and required agencies. A public meeting is also required.

Peer Review

- The hydrogeological study will be peer reviewed in relation to the Ministry of Environment Guidelines D-5-4 and D-5-5. You may wish to pre-consult with the peer review consultant regarding a terms of reference for the study. The County will also peer review the Environmental Impact Study. You can contact Bruce Howarth at the County of Renfrew to set up a meeting with the County's peer review consultant.

Municipal Roads

- The subject lands abut Whitton Road and Jamieson Lane. Any entrances to these roads would require approval from the Township of Horton. It is recommended that contact Adam Knapp, Public Works Manager, at [613-757-2300](tel:613-757-2300) or dholly@khrtownship.ca, regarding any requirements the Township might have.

Ministry of Transportation

- The subject lands are in close proximity to Highway 17. Prior to submitting a formal application, you are required to consult early with the Ministry of Transportation to determine how your proposal may be impacted. You can contact Alain Nadeau, Planner at Alain.Nadeau@ontario.ca. Formal

applications are circulated to the Ministry of Transportation for review and favourable comments are required.

Mineral Aggregate

- The subject lands fall within 300 meters of an aggregate pit as shown on Schedule B-Map 3- Mining and Mineral Aggregate Resources to the County of Renfrew Official Plan and Schedule A to the Township's Zoning By-law. Sections 7.3(5) and 7.3(6) of the Official Plan require that where development is proposed within 300 meters of an aggregate pit/lands designated Mineral Aggregate, an aggregate impact study, prepared by a qualified professional, at the owner's expense, will be required to be submitted with the Plan of Subdivision application.
- The assessment must satisfy both Provincial and County Official Plan policies that nearby aggregate resources and existing and future extraction operations will be protected from encroaching sensitive land use, and that a new sensitive land use, if deemed appropriate, is not negatively impacted by aggregate operations in terms of view, noise, dust and groundwater supply. The study must also recommend an appropriate separation distance for dwellings from the licensed operation.

Minimum Distance Separation (MDS1-Type B)

- This is a land use matter that can impact if lot creation can occur or not and **must be determined early in the process**. Any new residential lots must meet Minimum Distance Separation 1 (MDS 1) requirements from existing livestock facilities on the retained lands and neighbouring properties. MDS 1 must be calculated for all livestock facilities within 1500 metres of the proposed severed lot. Our records indicate that the following properties have barns within 1500 metres: **983 Whitton Rd; 821 Whitton Rd**
- If these barns contain or are capable of containing livestock, or there is manure storage on the property, an MDS 1 form must be completed for each livestock facility and/or manure storage and returned to our office to determine the minimum separation distance for the proposed lot. A copy of the MDS 1 form is enclosed and copies may be made of it, as required. The form is also available on the County website and may be filled out on-line by the farmer and printed. It is recommended that this be done before designing and applying for a plan of subdivision.

Wildland Fire

- The southwest portion of the property contains lands identified with a risk of wildland fire, as shown on Schedule B-Map 1: Hazards. Under Section 2.2(9)(d) development may be permitted in an area with a wildland fire risk, provided the risk is mitigated in accordance with Ministry of Natural Resource and Forestry (MNR) assessment and standards.
- A Wildland Fire Risk information guide and risk assessment form for mitigating wildland fire is available on the County of Renfrew Website at <https://www.countyofrenfrew.on.ca/en/business-and-development/wildland-fire.aspx>. Risk mitigation measures will need to be addressed in the design of the subdivision.

Significant Valley Lands

- The northwest portion of the property contains significant valley lands, as shown on Schedule B-Map 4: Natural Heritage. Proposed development that occurs in or within 120 metres of the feature is required to be supported by an Environmental Impact Study (EIS) that demonstrates there will be no negative impacts on natural heritage features.

Parkland Dedication and Recreational Trails

- Dedication of lands for parkland purposes within the development or alternatively cash-in-lieu may be required by the municipality. The County Official Plan also encourages the development of recreational trails and active transportation. Early pre-consultation with the municipality on these matters is recommended.

- The lands are located in close proximity to the Algonquin Trail. A formal application will therefore be circulated to County Trails and GIS.

Future contact at the County of Renfrew:

Lindsey Bennett-Farquhar, County Planner lbennett@countyofrenfrew.on.ca or 613-735-7288 ext. 477

DISCLAIMER:

This form attempts to identify current policies that would be considered in the review of a formal application. If a formal application is submitted, other policies may also be identified at that time, including those by a commenting agency or the public. Please note that policies may change over time and could affect the outcome of a formal application, if it is not submitted in a timely manner, after these comments are received. The County of Renfrew is not responsible for any use that is made of this checklist.

X:\Planning\Data\MUNICIPAL\HORTON\Inquiries\2022\00002002300 Derek McGrimmom-Jp2g\Planning Response.docx



THE CORPORATION OF THE TOWNSHIP OF HORTON

Memo from the CAO/Clerk as of June 2, 2022.

INFORMATION provided **NOT** included in the Regular Council meeting package of June 7, 2022.

INFORMATION EMAILED

1. Ottawa Valley Business News – May 17th
2. AMO Update
3. Calendars

RETURN TO AGENDA

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-28

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE BOUNDARY ROAD AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF HORTON AND THE CORPORATION OF THE TOWNSHIP OF MCNAB/BRAESIDE

WHEREAS Section 8 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

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

WHEREAS Section 27 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

WHEREAS Section 28(1) of the Municipal Act 2001, R.S.O. 2001, as amended sets out the highways over which a municipality has jurisdiction; and

WHEREAS Section 29.1(1) of the Municipal Act 2001, R.S.O. 2001, as amended provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part; and

WHEREAS it is deemed necessary and desirable that the Council of the Corporation of the Township of Horton enact a by-law authorizing the Corporation to enter into a Boundary Road Agreement with the Corporation of the Township of McNab/Braeside;

NOW THEREFORE IT BE RESOLVED THAT The Council of the Township of Horton hereby **ENACTS AS FOLLOWS:**

1. **THAT** The Mayor and CAO/Clerk are hereby authorized to execute a Boundary Road Agreement with the Corporation of the Township of McNab/Braeside; and
2. **THAT** The Boundary Road Agreement attached hereto as Schedule "A" shall form part of this by-law; and
3. **THAT** This by-law shall come into force and effect on the date of its passing.

READ a first and second time this 7th day of June, 2022.

READ a third time and passed this 7th day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

Schedule "A"

**Boundary Road Agreement
Township of Horton and Township of McNab/Braeside**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of McNab/Braeside
hereinafter called "McNab/Braeside" of the second part

WHEREAS Horton and McNab/Braeside are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the roads as identified in Appendix A and B will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

RETURN TO AGENDA

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of McNab/Braeside and the Township of Horton identified in Appendix A.

It shall be McNab/Braeside's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of McNab/Braeside and the Township of Horton identified in Appendix B.

- a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on a boundary road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
6. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
7. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
9. Each Municipality hereto agree that should emergency works, or action be required due to a compromise of the highways set out in Appendix A and B, the party hereto first notified of the compromise of the highway by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
10. Should any of the highways included in Appendix A or B be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
11. The Parties shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways set out in Appendix A and B hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name the other Party as an additional insured and each Party shall provide a certificate of such insurance coverage to the other Party throughout the term of this agreement and any renewal thereof and further provide the other Party within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

12. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
13. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
14. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
15. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
16. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David M. Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF MCNAB/BRAESIDE

PER:

Tom Peckett, Mayor

Lindsey Lee, CAO/Clerk

RETURN TO AGENDA



Appendix A

MUNICIPALITY	OPEN / UNOPENED	GRAVEL / PAVED	ROAD	FROM	TO	DISTANCE
See Map # 1 McBride Road						
HORTON	Opened	Paved	Fraser Road	Burnstown Road Lat : 45.42769 N Long: 76.26961 W	Townline of Horton and Greater Madawaska Lat: 45.41980 N Long: 76.64225 W	1.33 km
See Map #2 Storie Road						
HORTON	Opened	Gravel	Storie Road	Turn around at the end of the Municipally Maintained portion of the Roadway Lat: 76.50861 N Long: 76.50912	River Road Lat : 45.50035 N Long: 76.52136 W	1.32 km
See Map #3 Early Road						
HORTON	Opened	Gravel	Early Road	Storie Road Allowance Lat: 45.48643 N Long: 76.54139 W	Lochwinnoch Road Lat: 45.48539 N Long: 76.54280 W	0.12 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map #1 Fraser Road



Map #2 Storie Road

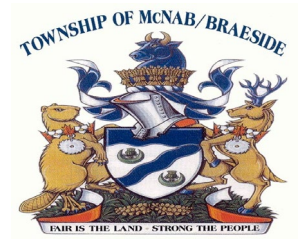


[RETURN TO AGENDA](#)

Map #3 Early Road



[RETURN TO AGENDA](#)



Appendix B

MUNICIPALITY	OPEN / UNOPENED	GRAVEL / PAVED	ROAD	FROM	TO	DISTANCE
See Map # 1 Lochwinnoch Road						
McNab Braeside	Opened	Paved	Lochwinnoch Road	From Early Road Lat: 45.48533 N Long: 76.54285 W	Miller Road Lat: 45.48533 N Long: 76.56645	2.6 km
See Map #2 Yantha Road						
McNab Braeside	Opened	Gravel	Yantha Road	From Lochwinnoch Road Lat: 45.46165 N Long: 76.57720	Goshen Road Lat: 45.45225 N Long: 76.59025	1.47 km
See Map #3 Goshen Road						
McNab Braeside	Opened	Paved	Goshen Road	From Yantha Road Lat: 45.45225 N Long: 76.59025	Goshen Road Lat: 45.45149 N Long: 76.59124	0.15 km
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

RETURN TO AGENDA

Map #1 Lochwinnoch Road



Map #2 Yantha Road



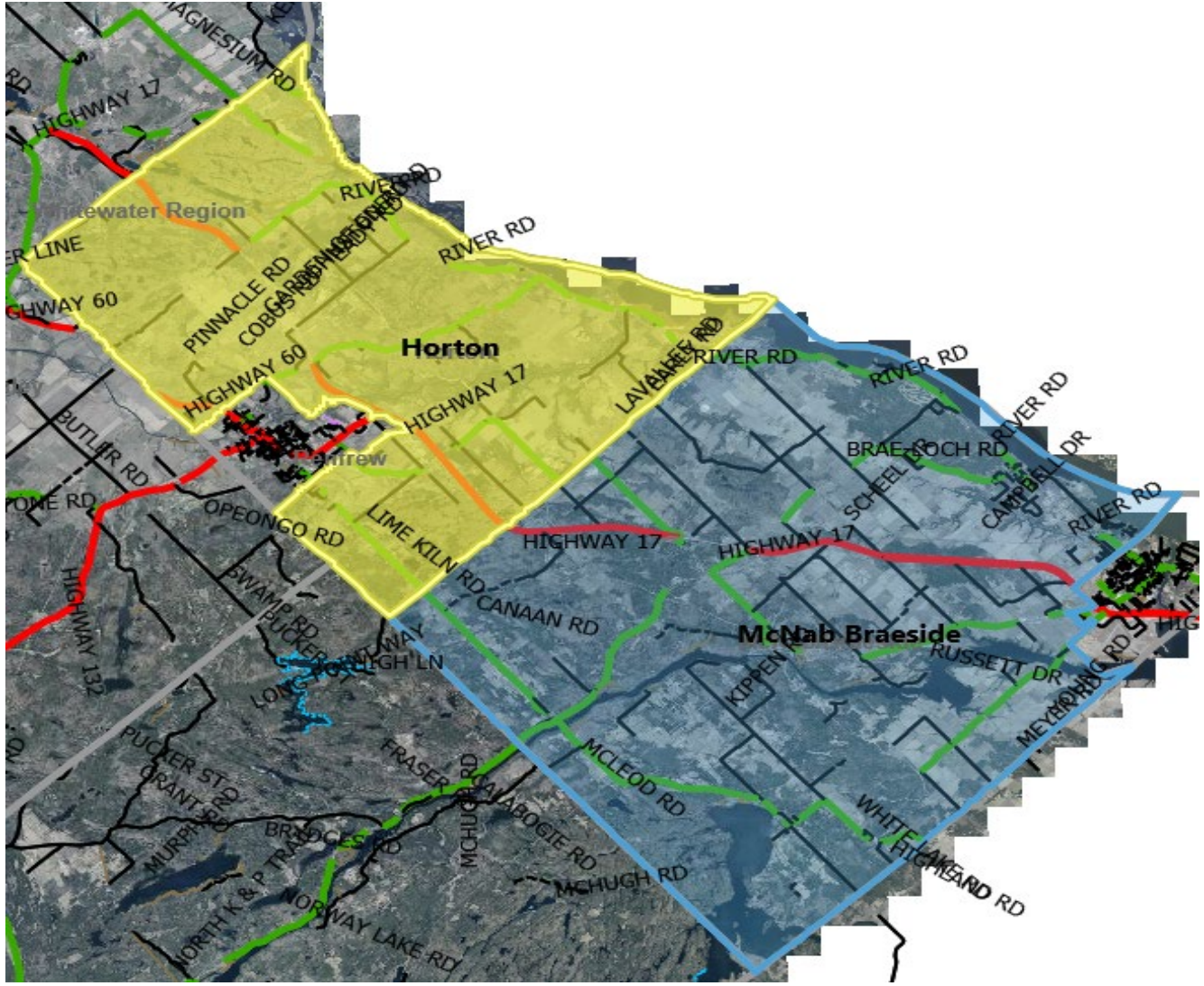
[RETURN TO AGENDA](#)

Map #3 Goshen Road



[RETURN TO AGENDA](#)

Horton and McNab/Braeside



THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-29

Being a by-law to authorize an Agreement between

BONNECHERE EXCAVATING INC.

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON

WHEREAS Council wishes to enter into an Agreement with Bonnechere Excavating Inc.,

AND WHEREAS this Agreement pertains to the contracted services for the Rehabilitation of Thompsonhill Streets, Township of Horton;

AND WHEREAS the Township awarded Tender PW-20-07 to Bonnechere Excavating Inc. by Resolution No.: 2022-115 at a Regular Council Meeting held May 3rd, 2022.

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

1. That the Mayor and CAO/Clerk be authorized to execute the Agreement attached hereto as 'Appendix I' and forming a part of this by-law with Bonnechere Excavating Inc.
2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 7th day of June, 2022.

Read a Third Time and Passed this 7th day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

**TOWNSHIP OF HORTON
REHABILITATION OF THOMPSONHILL STREETS
VARIOUS STREETS**

TOWNSHIP CONTRACT NO. 20-07

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this 16 day of MAY, 2022

between: BONNECHERE EXCAVATING INC. of the
TOWN OF RENFREW in the
County of RENFREW Province of ONTARIO

Hereinafter called the "Contractor"
THE PARTY OF THE FIRST PART

- and -

THE TOWNSHIP OF HORTON
Hereinafter called "The Corporation"
THE PARTY OF THE SECOND PART

WITNESSETH, That the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Contract Administrator, to do all the work as described hereafter, furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the Plans, Specifications and Tender herefore, which are identified and acknowledged in the Schedule of Plans, Specifications and General Conditions attached to the Tender document and all of which are to be completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS:

THE REHABILITATION OF THOMPSONHILL STREETS, VARIOUS STREETS
which includes the full depth asphalt processing, grading, granular base, hot mix paving, asphalt gutter, concrete gutter, storm sewer works, ditch cleanout, tree removal and clearing, and landscaping.

RETURN TO AGENDA

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Special Provisions – General entitled "Project Schedule & Liquidated Damages".

The Contractor agrees that any monies due the Corporation as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, Said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender.

This Agreement must inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

Acceptance of the Contractor's offer by the Corporation and execution of this Agreement by the Contractor must constitute a legally binding agreement between both parties.

IN WITNESS WHEREOF, the Contractor and the Corporation have hereto signed their names and set their seals on the day first above written.



Signature of Contractor Witness
and position held
or Corporation Seal



Signature of Contractor



Township of Horton

Seal of the Municipal Corporation

Signature of designated Municipal Officer
and position held

Signature of designated Municipal Officer
and position held

TOWNSHIP OF HORTON

BY-LAW NUMBER 2022-30

EMPLOYMENT BY-LAW FOR TOWNSHIP OFFICERS AND EMPLOYEES

WHEREAS the Council of the Corporation of the Township of Horton deems it advisable to employ Township Officers and Staff under and subject to the provisions of a By-law;

AND WHEREAS the Ontario Municipal Act empowers Council to pass such a By-law regulating the appointment, duties and remuneration of such Officers and Staff;

NOW THEREFORE the Council of the Corporation of the Township of Horton enacts as follows:

ARTICLE 1 - INSURANCE AND HEALTH BENEFITS

PART A - Full-Time Employees

1. **Pension**
The Ontario Municipal Employees Retirement System Pension Plan shall apply as per the OMERS Agreement.
2. **Life Insurance**
The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage and Accidental Death or Dismemberment, based on \$100,000.
3. **Extended Health Care**
The Employer shall pay 100% of the premiums for the Extended Health Care Plan, including a standard Employee Assistance Plan.
4. **Dental Plan**
The Employer shall pay 100% of the standard dental plan Level III (prior year ODA schedule).
5. **Health Care Spending Account**
In addition to the Extended Health and the Dental Plan, full-time employees have access to an annual Health Care Spending Account. The Health Care Spending Account is set at \$750.00 annually. This is prorated for new employees.
6. **Optional Life Insurance/Optional Accidental Death & Dismemberment Insurance**
Employees may participate in an Optional Life Insurance Program and an Optional Accidental Death & Dismemberment Program within the terms and conditions of the policy, provided the employee assumes full responsibility for the premiums.
7. **Long Term Disability Insurance**
Employees shall pay 100% of the premiums of the Long-Term Disability Benefit.
8. **Employee Assistance Plan**
The Employer shall pay 100% of the premiums for the Employee Assistance Plan.

ARTICLE 2 - PAID HOLIDAYS – Full-Time and Part-Time Employees

Sixteen paid holidays, which include three floating holidays, shall be provided. Specific days are outlined in the Corporate Policies and Procedures Manual.

ARTICLE 3 - OTHER ALLOWANCES

1. Mileage Allowance

For the use of cars authorized by the employee's supervisor, effective January 1, 2020 will receive \$0.59 per kilometre for the first 5000 kilometres per year and \$0.53 per kilometre for all kilometres over 5000 per year. The rate per kilometre is to be the same as the County of Renfrew rates and may change throughout the year if the County changes their rates.

2. Uniform and Safety Footwear Allowance

(a) Employees who are required by nature of their job to wear uniforms and/or safety footwear on a regular daily basis shall be provided the following *maximum* annual allowance:

Effective January 01, 2019:	Full-Time - \$250.00 per annum
	Part-Time - \$140.00 per annum

(b) Employees who are required by nature of their job to wear uniforms and/or safety footwear on an occasional basis will be provided with the above allowance once every three years.

3. Personal Cell Phone Use Allowance

For the use of personal cell phones for work purposes, during and outside of regular work hours, the CAO/Clerk and the Public Works Manager shall receive a monthly stipend of \$25.00 per month.

ARTICLE 4 - RATES OF PAY

The Summer Student, the Rink Attendant and any Casual Labourer rate of pay shall be the applicable minimum wage based on age. All other rates are in accordance with Schedule "A" - Salary Grid and Classification, hereto attached.

ARTICLE 5 - ADJUSTMENT DATE

The next adjustment date shall be January 1, 2023 or earlier as deemed appropriate by Council.

ARTICLE 6 - ENFORCEMENT AND GENERAL

1. Matters pertaining to working conditions and employment are also set out in the Corporate Policy Manual. The manual should be referred to for additional information about the employment conditions contained in this by-law.
2. Any other amendments to this By-law shall be recommended by the General Government Committee to Council in the form of a replacement By-law.
3. This By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.

4. This By-law shall come into force and be effective upon the passing thereof, except where otherwise noted.
5. By-law 2022-11 shall be rescinded in its entirety.

READ a first and second time this 7th day of June 2022.

READ a third time and passed this 7th day of June 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

Township of Horton Staff Salary Grid and Classifications

Schedule "A" to By-law 2022-11

Effective: January 1, 2022

2022 Salary Grid						
Pay Level	Job Title	Step A	Step B	Step C	Step D	Step E
7	CAO/Clerk (35 hours)	\$ 109,120	\$ 112,840	\$ 116,560	\$ 120,280	\$124,000
6	Vacant (35 hours)	\$ 98,208	\$ 101,556	\$ 104,904	\$ 108,252	\$111,600
5	Public Works Manager (35 hours)	\$ 88,387	\$ 91,400	\$ 94,414	\$ 97,427	\$100,440
4	Treasurer (35 hours)	\$ 79,548	\$ 82,260	\$ 84,972	\$ 87,684	\$90,396
3	Public Works Supervisor (40 hours)	\$ 64,434	\$ 66,631	\$ 68,828	\$ 71,024	\$73,221
2	Community Liaison Officer (based on 35 hours)	\$ 51,768	\$ 53,533	\$ 55,297	\$ 57,062	\$58,827
2	Executive Assistant (35 hours)	\$ 51,768	\$ 53,533	\$ 55,297	\$ 57,062	\$58,827
2	Driver/Operator (40 hours)	\$ 51,768	\$ 53,533	\$ 55,297	\$ 57,062	\$58,827
1	Landfill Attendant/Labourer (40 hours)	\$ 42,527	\$ 43,977	\$ 45,426	\$ 46,876	\$48,326
1	Receptionist /Clerk (35 hours)	\$ 42,527	\$ 43,977	\$ 45,426	\$ 46,876	\$48,326
1	Caretaker (based on 35 hours)	\$ 42,527	\$ 43,977	\$ 45,426	\$ 46,876	\$48,326

RETURN TO AGENDA

Township of Horton Fire Department Pay Grid

Schedule "B" to By-law 2022-30

Effective: January 1, 2022

Fire Department 2022 Pay Grid	
Position	Pay
Fire Chief	\$ 11,200 base year plus Firefighter hourly rate
Deputy Fire Chief	\$ 5,500 base year plus Firefighter hourly rate
Fire Captain	\$ 27.54 per hour
Firefighter	\$ 22.44 per hour

RETURN TO AGENDA

**THE CORPORATION OF THE
TOWNSHIP OF HORTON**

BY-LAW NUMBER 2022-31

A By-law to amend By-law Number 2010-14 of the Corporation of the Township of Horton, as amended.

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

1. THAT By-law Number 2010-14, as amended, be and the same is hereby further amended as follows:

(a) By adding the following section immediately following subsection 13.3(a):

13.4 HOLDING ZONES

(a) Extractive Industrial – holding (EM-h)

Until such time as the holding symbol is removed from the lands described as Part of Lots 23, 24 & 25, Concession 1, in the Township of Horton, and delineated as Extractive Industrial – holding (EM-h) on Schedule A to this By-law, in accordance with the conditions set forth herein, no person shall use land or erect or use a building or structure, except in accordance with the following:

i) Permitted Uses

- Existing uses in existing locations
- Open space
- Passive recreation uses

ii) Conditions for removal of Holding Symbol (h)

The completion and submission of the following:

1. Planning Justification Report
2. Environmental Impact Study
3. Hydrogeological Study
4. Noise study (if there are sensitive uses within 300 metres)
5. Traffic Impact Study
6. The implementation of a vegetative buffer between the abutting multi-use trail and the severed lands on a site plan under the Aggregate Resources Act.

(b) Schedule "A" is amended by rezoning those lands described above, from Open Space (OS) to Extractive Industrial – holding (EM-h) as shown on the Schedule "A" attached hereto.

2. THAT save as aforesaid all other provisions of By-law 2010-14, as amended, shall be complied with.

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

This By-law given its FIRST and SECOND reading this 7th day of June, 2022.

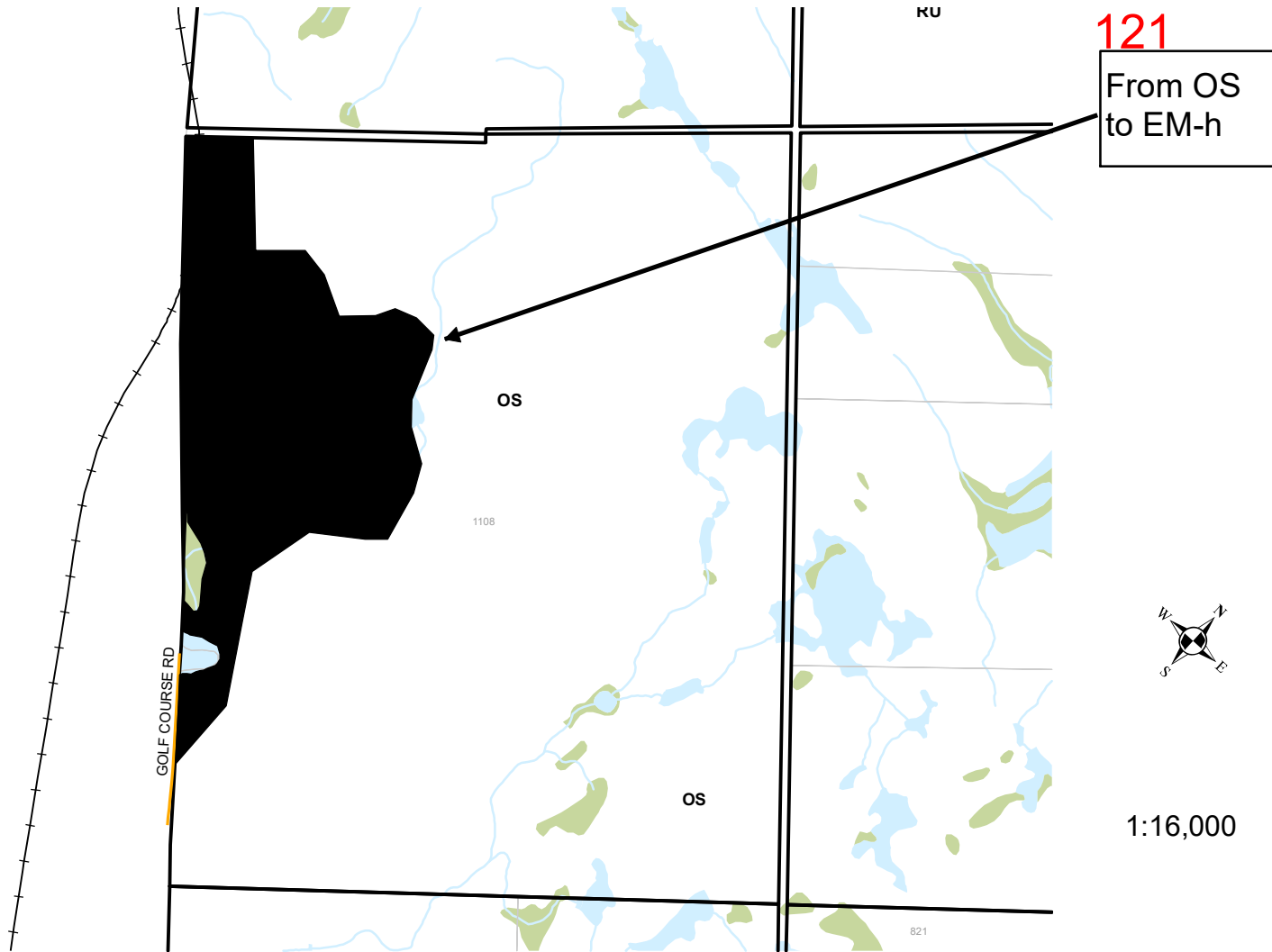
This By-law read a THIRD time and finally passed this 7th day of June, 2022.

RETURN TO AGENDA

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

[RETURN TO AGENDA](#)



121

From OS to EM-h

Corporation of The Township of Horton

This is Schedule "A" to By-law Number _____.
 Passed the _____ day of _____ 20_____.
 Signatures of Signing Officers

 Mayor

 CAO\Clerk

LEGEND

- OS Open Space
- E Exception Zone
- Extractive Industrial (EM)
- h Holding Zone
- Extractive Industrial Reserve (EMR)
- Area affected by amendment: From OS to EM-h
- Environmental Protection

RETURN TO AGENDA

**CORPORATION OF THE
TOWNSHIP OF HORTON**

BY-LAW 2022-32

**BEING A BY-LAW TO ESTABLISH THE 2022 TAX RATES
AND TO FURTHER PROVIDE FOR PENALTY AND INTEREST
IN DEFAULT OF PAYMENT THEREOF FOR 2022.**

WHEREAS Section 290 of the Municipal Act, 2001, provides that the Council of a local municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year; amounts required for any Board, Commission or other body;

AND WHEREAS the Council of the Corporation of the Township of Horton adopted By-Law No. 2022-32 on the 7th day of June 2022, being a By-Law to Adopt the Estimate of Sums required for 2022;

AND WHEREAS Section 312(2) of the Municipal Act, 2001, provides that the Council of a local municipality shall adopt estimates for the year, pass a by-law to levy a separate tax rate on the assessment of each property class for local municipal purposes.

AND WHEREAS Section 308 of the Municipal Act, 2001, requires tax rates to be established in the same proportion to tax ratios per By-Law No. 41-22 as adopted by Renfrew County Council on the 27th day of April 2022.

AND WHEREAS reductions in certain tax rates for prescribed classes or subclasses of property are to be applied as per Renfrew County By-Law No. 42-22 as adopted by Renfrew County Council on the 27th day of April 2022.

AND WHEREAS Section 343, of the Municipal Act, 2001, provides that a local municipality shall send a tax bill to every taxpayer at least 21 days before any taxes shown on the tax bill are due.

AND WHEREAS Section 345(1), of the Municipal Act, 2001, provides that a local municipality may pass a by-law to impose late payment charges for the non-payment of taxes or any instalment by the due date.

NOW THEREFORE the Council of the Township of Horton hereby enacts as follows:

1. **THAT** the tax rates for the year 2022 to be applied on the taxable and payment-in-lieu assessment according to the last revised assessment roll shall be as follows:

RESIDENTIAL/FARM	0.00558840
MULTI-RESIDENTIAL	0.01086161
FARMLAND	0.00139710
MANAGED FOREST	0.00139710
COMMERCIAL	0.01014127
COMMERCIAL VACANT/EXCESS	0.01014127
COMMERCIAL NEW CONSTRUCTION	0.01014127
COMMERCIAL NEW CONSTRUCTION EXCESS	0.01014127
INDUSTRIAL	0.01518278
INDUSTRIAL VACANT/EXCESS	0.01518278
INDUSTRIAL NEW CONSTRUCTION	0.01518278
LANDFILL	0.00664498
PIPELINE	0.00744822

2. **THAT** the tax rates to be levied for the County of Renfrew for upper tier purposes be applied against the whole of the assessment for rateable property as per Renfrew County By-Law 43-22 as adopted by Renfrew County Council on the 27th day of April 2022 and any subsequent by-laws adopted by the County of Renfrew for the year 2022.

RETURN TO AGENDA

3. **THAT** the tax rates to be levied for School Board purposes be applied against the whole of the assessment for rateable property as per O.Reg. 11/22 made under the Education Act.
4. **THAT** every owner shall be taxed according to the tax rates in this by-law and such taxes shall become due and payable in two instalments being fifty percent of the final levy shall become due and payable on the 31st day of August 2022 and the balance of the final levy shall become due and payable on the 30th day of November 2022.
5. **THAT** there shall be imposed a penalty for non-payment thereof taxes on a due date or any instalment thereof, the amount of 1.25% of the amount due and unpaid on the first day of default, and an additional penalty of 1.25% shall be added on the first day of each calendar month thereafter in which default continues.
6. **THAT** the collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
7. **THAT** the Treasurer or designate is hereby empowered to accept part payment from time to time on any account of any taxes due.
8. **THAT** taxes are payable to the Township of Horton, 2253 Johnston Rd. RENFREW, ON K7V 3Z8.
9. **THAT** this By-Law shall come into full force and take effect upon the passing thereof.

BE IT FURTHER ENACTED, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 7th day of June 2022.

READ a third and final time and passed this 7th day of June 2022.

MAYOR David Bennett

CAO/CLERK Hope Dillabough

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-33

Being a by-law to authorize the Mayor and CAO/Clerk to enter into a Property Purchase Agreement with the Province of Ontario and sign any documents that are necessary to complete the transfer of the specified lands.

WHEREAS Part II, Sections 8 & 9 of the *Municipal Act, 2001, c. 25*, as amended establishes the scope of powers of a municipality whereas a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the “Minister”) wishes to acquire certain lands from the Corporation of the Township of Horton identified as Part Lot 3, Concession 4, Geographic Township of Horton being Part 1 Ministry Plan P-6090-50, 49R17578, being a portion of the Millenium Trail;

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

1. That the Mayor and CAO/Clerk be authorized to execute on behalf of the Corporation of the Township of Horton under corporate seal any and all documents as may be necessary to enter into a Property Purchase Agreement attached as Schedule ‘A’ to this By-Law, with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the “Minister”) and further to sign any necessary documents to complete the transfer.
2. That this by-law shall come into effect upon the passing thereof.

Read a First and Second Time this 7th day of June, 2022.

Read a Third Time and Passed this 7th day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



PROPERTY PURCHASE AGREEMENT

For Internal Use Only
W.P. No.: 4068-09-00
Highway No.: 17
Property Section: Eastern
P-Plan: P-6090-50
Agent: T. Troughton
Rec:
Rec:
Rec:
App:

I/we, The Corporation of the Township of Horton

Of Vacant, ON

In the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton
(Township, City, Town, etc.)

Municipality of the **County of Renfrew**
(County, District, Regional or District Municipality)

being in **Part of Lot 3, Concession 4, Geographic Township of Horton, PIN 57293-0159 (LT)**

(Lot, Block – Concession and Township – or – Registered Plan)

shown as Part(s) 1

on Ministry Plan **P-6090-50**

deposited in the Land Registry Office as **49R17578**

for the sum of **Five Thousand One Hundred Twenty Dollars (\$5,120.00)**

It is understood and agreed the above sum includes payment of **\$5,120.00** for the above-mentioned lands and all entitlements as stated in the Expropriations Act, except as hereinafter provided.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

There is no fencing (or gates) required in this matter.

There are no trees involved in this matter.

Upon acceptance of this agreement the Minister and/or Agents of the Minister shall have the right to enter upon the above lands for the purpose of utility relocation (hydro, telephone, gas, etc.) and/or construction purposes.

The MTO agrees to issue an encroachment permit for the multi-use trail under Highway 17/417. The permit will not expire and will reference the terms in this agreement.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining

lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE by the minister or the minister's representative up to and including **30 days from the date of receipt of the offer from the Owner(s)** and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office or by email on or before the aforesaid date. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or e-mail.

The Minister is to be allowed **30 days** from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

THE SALE OF THE PROPERTY IS TO BE COMPLETED on or before **60 days from acceptance**. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, **VACANT POSSESSION SHALL BE GIVEN ON CLOSING.**

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

Tenant(s): _____

Mortgagee(s): _____

HST No.: _____

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque or electronic fund transfer.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/we acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/we understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at _____ this _____ day of _____, 2022

The Corporation of The Township of Horton

Print Name(s) and position held

Print Name(s) and position held

Signature(s)
I have the authority to bind the Corporation

Signature(s)
I have the authority to bind the Corporation

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2022-34****A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF HORTON
AT THE REGULAR COUNCIL MEETING HELD JUNE 7TH, 2022**

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

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

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

THEREFORE the Council of the Township of Horton enacts as follows:

1. That the actions of the Council at the meeting held on the 7th day of June, 2022 and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Head of Council and proper officers of the Corporation of the Township of Horton are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Horton to all such documents.
3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 7th day of June, 2022.

READ a third time and passed this 7th day of June, 2022.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA