

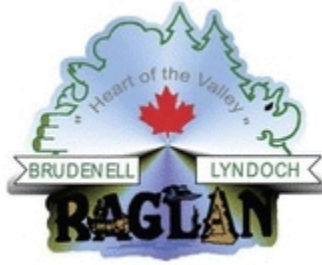


Township of Brudenell, Lyndoch and Raglan

July 2, 2025 - Regular Meeting - 07:00 PM (Public can attend virtually by Zoom for Teleconference. Zoom Meeting ID: 541 968 4239 Passcode: 2WY40N
Teleconference dial: 1-647-374-4685 Meeting ID: 541 968 4239 Passcode: 820260)

- 1 Call to Order & Roll Call
- 2 Land Acknowledgement
- 3 Adoption of the Agenda
- 4 Disclosure of Pecuniary Interest
- 5 Mayor's Address
- 6 Clerk's Report
- 7 Delegations and/or Presentations
- 8 **Adoption of Minutes from Previous Meetings**
 - 📎 June 4th, 2025 - Public Meeting Minutes
 - 📎 June 4th, 2025 - Regular Meeting Minutes
 - 📎 June 12th, 2025 - Special Meeting Minutes
- 9 **Committee and/or Staff Reports**
 - 9.1 BLR Recreation Committee Minutes
 - 📎 April 8th, 2025 BLR Recreation Minutes
 - 📎 May 20th, 2025 BLR Recreation Minutes
 - 9.2 Update Re: Twin Music Festivals
 - 📎 Staff Report
- 10 **Correspondance**
 - 10.1 Bill 6, Safer Municipalities Act, 2025
 - 📎 City of Peterborough
 - 10.2 Floating Accommodations
 - 📎 Township of Georgian Bay
 - 📎 Floating Accommodations - Position Paper
 - 10.3 Provincial Funding Shortfall of Human and Health Programs and Services
 - 📎 Town of Whitchurch-Stouffville
 - 10.4 County Council Summary - May
 - 📎 County Council Summary - May

- 10.5 Special Economic Zones Act, 2025
 - 📎 City of Guelph
- 10.6 Advocacy for Increased Income Support Thresholds for Canadian Veterans
 - 📎 Town of Bradford West Gwillimbury
- 10.7 Supporting Municipal Ethics Through Access & Education
 - 📎 District of Parry Sound
- 10.8 Request for Exemption to Proposed Mandatory Firefighter Certification Requirements (O. Reg. 343/22)
 - 📎 Township of Black River
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 - 📎 Northumberland County
- 11 New Business**
- 11.1 Civic Holiday
- 11.2 Severance - Gogolin
 - 📎 Request for Comment
 - 📎 Application B48/25
- 12 Financial Report**
- 13 By-Laws**
- 13.1 Debenture By-Law
 - 📎 By-Law 2025-32
- 13.2 By-Law to Enter into a Depot Operations Agreement with CMO
 - 📎 By-Law 2025-33
 - 📎 Schedule A to By-Law 2025-33
- 14 Closed Session**
- 15 Confirmation By-Law**
 - 📎 By-Law 2025-34
- 16 Adjournment**



Township of Brudenell, Lyndoch and Raglan

Meeting Minutes

Public Meeting June 4, 2025 - 06:30 PM

Present Were:	Mayor,	Valerie Jahn
	Councillor,	Sheldon Keller
	Councillor,	Wayne Banks
	Councillor,	Iris Kauffeldt
Also Present:	Clerk-Treasurer,	Virginia Phanehour
	Deputy Clerk,	Tammy Thompson
	Operations Manager,	Jordan Genrick
Public Attending:	Via Zoom/Telephone/In Person	

1 Meeting Called To Order

Call to order this Public Council Meeting for the Corporation of the Township of Brudenell Lyndoch and Raglan this 4th day of June, 2025 at 6:32 pm.

Roll Call:

Councillor Banks

Councillor Kauffeldt

Councillor Keller

Councillor Quade (Absent)

2 Land Acknowledgement

“As we gather this evening I would like to acknowledge on behalf of this 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 Adoption of Agenda

Resolution No: 2025-06-04-PM-01

Moved By: Wayne Banks

Seconded By: Sheldon Keller

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan adopt the agenda as submitted."

CARRIED

4 Disclosure of Interest

There were no declarations of pecuniary interest expressed.

5 Purpose of the Public Meeting

The submitted application proposes to rezone the lot to be severed by Consent Application File No. B181/24 from Tourist Commercial (TC) to Rural Marginal (RM) to ensure the entire severed lot is in a zone that permits residential uses.

6 Clerk's Report on Notices

Notices were sent out on May 13th, 2025 by mail and email to all agents and property owners within 120m of subject land and posted on site. No comments were received by the deadline.

7 Presentations

7.1 Presentation by Applicant/Owner

7.2 Presentation by Those in Support/Opposed

8 Comments/Discussion by Council

9 Recommendation

Resolution No: 2025-06-04-PM-02

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

County and Township staff have reviewed the application and any comments received and are satisfied that all requirements have been met, therefore the recommendation is as follows:

"THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby approve the Zoning By-Law Amendments for consent files B181/24 as submitted, and that staff bring the proposed By-Law to the next Regular Meeting of Council."

CARRIED

10 Notification at Public Meeting

Council is also required by Section 34(14.5) to inform the public at the public meeting of who is entitled to appeal to the Ontario Land Tribunal under sections 34(11) and (19), as follows:

Section 34(11) - If Council decides to refuse an application or refuses or neglects to make a decision on an application within 90 days of the municipal clerk receiving the application, the applicant or the Minister of Municipal Affairs, may appeal to the Ontario Land Tribunal by filing an appeal with the clerk of the municipality.

Section 34(19) - Not later than 20 days after giving of notice of passing of the bylaw, the applicant, any person or public body who made oral submissions at the public meeting or made a written submission to Council, before the bylaw was passed, or the Minister of Municipal Affairs, may appeal to the Ontario Land Tribunal by filing an appeal with the clerk of the municipality.

11 Confirmation By-Law

Resolution No: 2025-06-04-PM-03

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2025-26 being a By-Law to confirm the proceedings of the June 4th, 2025 Public Meeting of Council, having been introduced and read a first, second and third time and finally passed."

CARRIED

12 Adjournment

Resolution No: 2025-06-04-PM-04

Moved By: Iris Kauffeldt

That this meeting adjourn at 6:38 pm.

CARRIED

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



Township of Brudenell, Lyndoch and Raglan

Meeting Minutes

Regular Meeting June 4, 2025 - 07:00 PM

Present Were:	Mayor,	Valerie Jahn
	Councillor,	Sheldon Keller
	Councillor,	Wayne Banks
	Councillor,	Iris Kauffeldt
Also Present:	Clerk-Treasurer,	Virginia Phanehour
	Deputy Clerk,	Tammy Thompson
	Operations Manager,	Jordan Genrick
Public Attending:	Via Zoom/Telephone/In Person	

1 Call to Order & Roll Call

Call to order Regular Council Meeting for the Corporation of the Township of Brudenell Lyndoch and Raglan this 4th day of June, 2025 at 7:00 pm.

Roll Call:

Councillor Banks

Councillor Kauffeldt

Councillor Keller

Councillor Quade (Absent)

2 Land Acknowledgement

"As we gather this evening I would like to acknowledge on behalf of this 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 Adoption of the Agenda

Resolution No: 2025-06-04-01

Moved By: Wayne Banks

Seconded By: Iris Kauffeldt

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan adopt the agenda as amended to include the Staff Report under item 9.1 and item 11.10 Multi-Year Accessibility Plan, and one additional item in Closed under Subsection (b)."

CARRIED

4 Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest expressed.

5 Mayor's Address

Attended County Council meetings where there were discussions regarding bill 5, more information to follow. Attending celebration of life for Norman Lentz.

6 Clerk's Report

Nothing to Report

7 Delegations and/or Presentations

7.1 Delegation - Davey Perrigo

8 Adoption of Minutes from Previous Meetings

Resolution No: 2025-06-04-02

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby adopt the minutes of the Regular Council Meeting of May 7th, 2025 as presented."

CARRIED

9 Committee and/or Staff Reports

9.1 RFP PW2025-01 - Asphalt Paving

Resolution No: 2025-06-04-03

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby award tender PW2025-1 to Bonnechere Excavating Inc. for hot mix asphalt in the amount of \$277,594.25 plus HST."

CARRIED

9.2 Canada Summer Jobs

Verbal Report

10 Correspondence

Resolution No: 2025-06-04-04

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby accept the correspondence as circulated."

CARRIED

10.1 Advocating for Reduced Provincial Tax Rate on Ontario-Made Cider

10.2 Bill 5 - Risks to your communities and support requested

10.3 St. Francis Valley Healthcare Foundation - Rockathon 2025

10.4 ANAVET Request

11 New Business

11.1 Request from Paddler Coop Re: Paddle for Benny

Resolution No: 2025-06-04-05

Moved By: Wayne Banks

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby approve the request from Paddler Coop to provide an in-kind donation of up to \$150, in the way of no-charge photocopying, printing and laminating of the event posters and paperwork, as well as loaning the tables and chairs for the event to be held on September 27th, 2025 at Paddler Coop in Palmer Rapids."

CARRIED

11.2 Letter of Support - Opposition to Strong Mayor Powers

Resolution No: 2025-06-04-06

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

"Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the Township of Killaloe, Hagarty and Richards resolution regarding Opposition to Strong Mayor Powers.

And further that this resolution be forwarded to Doug Ford, Premier of Ontario Lisa Thompson, Minister of Rural Affairs Cheryl Gallant MP, Billy Denault, MPP AMO (Association of Municipalities of Ontario) All Ontario Municipalities."

CARRIED

11.3 Letter of Support - Ontario Works Financial Assistance Rates

Resolution No: 2025-06-04-07

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the Prince Edward-Lennox and Addington Social Services Committee resolution regarding Ontario Works Financial Assistance Rates.

And further that this resolution be forwarded to Minister of Children, Community, and Social Services, the Minister of Health, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association, and all Ontario Municipalities."

CARRIED

11.4 Letter of Support - Call for inclusive research to reflect diversity of Canadian communities

Resolution No: 2025-06-04-08

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

“Be it resolved that the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan support the Town of Parry Sounds resolution regarding the Call for inclusive research to reflect diversity of Canadian communities.

And further that this resolution be forwarded to Doug Ford, Premier of Ontario Lisa Thompson, Minister of Rural Affairs Cheryl Gallant, MP Billy Denault, MPP AMO (Association of Municipalities of Ontario) All Ontario Municipalities.”

CARRIED

11.5 Severance B188/23 - Marquardt

Resolution No: 2025-06-04-09

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan approve the Land Severance Application #B188/23, from Bradley & Tracy Marquardt, for the creation of one new lot providing that all the conditions as listed in the County of Renfrew Planning report concerning this division of land are met."

CARRIED

11.6 Severance B189/23 - Fortuna

Resolution No: 2025-06-04-10

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan approve the Land Severance Application #B189/23, from Mark & Mary Jane Fortuna, for the creation of one new lot providing that all the conditions as listed in the County of Renfrew Planning report concerning this division of land are met."

CARRIED

11.7 To Give Direction for Managing NES Blue Box Materials

Resolution No: 2025-06-04-11

Moved By: Sheldon Keller

Seconded By: Iris Kauffeldt

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby direct staff to establish a twin binning system at the Raglan Transfer Station for the acceptance of all Non-Eligible Sources of Blue Box materials, commencing on January 1st, 2026."

CARRIED

11.8 Special Events Application - Twin Music Festival Palmer Rapids

Resolution No: 2025-06-04-12

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby approve the 2025 Twin Music Festival application pending satisfactory comments from OPP, Fire Department, Building Official and RC Health Unit as well as an organized medical/first aid station on site for the duration of the event from Thursday till Sunday."

CARRIED

11.9 Updating HR Policy

Resolution No: 2025-06-04-13

Moved By: Wayne Banks

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby amend Schedule A to By-Law 2023-03 - Being a By-Law with Respect to the Establishment of Corporate Policies and Procedures for the Corporation of the Township of Brudenell, Lyndoch and Raglan."

CARRIED

11.10 Multi-Year Accessibility Plan

Resolution No: 2025-06-04-14

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby approve the Multi-Year Accessibility Plan as presented."

CARRIED

12 Financial Report

Resolution No: 2025-06-04-15

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan accept the Year-to-Date Budget Variance and the Monthly Expenses Summary as presented."

CARRIED

13 By-Laws

13.1 Zoning Amendment B181/24 - By-Law (McKee)

Resolution No: 2025-06-04-16

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2025-27 being a By-law to amend By-law Number 2-83 of the former Township of Raglan as amended, having been read a first, second and third time and finally passed."

CARRIED

13.2 Shoreline Road Allowance - Janna Bradley

Resolution No: 2025-06-04-17

Moved By: Sheldon Keller

Seconded By: Wayne Banks

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby adopt By-Law 2025-28 being a by-law to acquire and dedicate land as a public highway and to provide for the closing and stopping up of part of the original allowance for road along the shore of Raglan White Lake lying in front of adjoining Lot 21, Concessions 12 & 13, (Part 1) in the Geographic Township of Raglan, and for the transfer thereof to the owner of the abutting land, having been introduced and read a first and second time."

CARRIED

13.3 2025 - Tax Rate By-Law

Resolution No: 2025-06-04-18

Moved By: Iris Kauffeldt

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2025-29 being a By-Law to approve the 2025 Tax Rates, having been introduced and read a first, second and third time and finally passed."

CARRIED

14 Closed Session

14.1 To go into Closed

Resolution No: 2025-06-04-19

Moved By: Wayne Banks

Seconded By: Iris Kauffeldt

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan go into closed session pursuant to the Municipal Act, 2001, Section 239 (2) for the purposes of subsection (b) two items regarding personal matters about an identifiable individuals, including municipal or local board employees and subsection (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose."

CARRIED

14.2 To come out of Closed

Resolution No: 2025-06-04-20

Moved By: Wayne Banks

Seconded By: Sheldon Keller

"That Council comes out of closed at 8:38 pm."

CARRIED

14.3 Report from Closed

Council discussed two items regarding identifiable individuals and received advice from solicitor.

14.4 Resolution from Closed #1

Resolution No: 2025-06-04-21

Moved By: Iris Kauffeldt

Seconded By: Wayne Banks

"THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby direct the Clerk-Treasurer to proceed with direction given in closed."

CARRIED

15 Confirmation By-Law

Resolution No: 2025-06-04-22

Moved By: Sheldon Keller

Seconded By: Iris Kauffeldt

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2025-30 being a By-Law to confirm the proceedings of the June 4th, 2025 Regular Meeting of Council, having been read a first, second and third time and finally passed."

CARRIED

16 Adjournment

Resolution No: 2025-06-04-23

Moved By: Iris Kauffeldt

"THAT this meeting adjourns at 8:39 pm."

CARRIED

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



Township of Brudenell, Lyndoch and Raglan

Meeting Minutes

Special Meeting June 12, 2025 - 03:00 PM

Present Were:	Mayor,	Valerie Jahn
	Councillor,	Sheldon Keller
	Councillor,	Wayne Banks
	Councillor,	Iris Kauffeldt
	Councillor,	Kevin Quade
Also Present:	Clerk-Treasurer,	Virginia Phanenhour
	Deputy Clerk,	Tammy Thompson
	Operations Manager,	Jordan Genrick
Public Attending:	Via Zoom/Telephone/In Person	

1 Call to Order and Roll Call

Call to order this Special Council Meeting for the Corporation of the Township of Brudenell Lyndoch and Raglan this 12th day of June, 2025 at 3:00 pm.

Roll Call:

Councillor Banks

Councillor Kauffeldt

Councillor Keller

Councillor Quade

2 Land Acknowledgement

“As we gather this evening I would like to acknowledge on behalf of this 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 Adoption of the Agenda

Resolution No: 2025-06-12-01

Moved By: Wayne Banks

Seconded By: Kevin Quade

"THAT the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan adopt the agenda as submitted."

CARRIED

4 Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest expressed.

5 Purpose

5.1 To go into Closed

Resolution No: 2025-06-12-02

Moved By: Sheldon Keller

Seconded By: Kevin Quade

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan go into closed session pursuant to the Municipal Act, 2001, Section 239 (2) for the purposes of one item under subsection (b) regarding personal matters about an identifiable individuals, including municipal or local board employees."

CARRIED

5.2 To come out of Closed

Resolution No: 2025-06-12-03

Moved By: Kevin Quade

Seconded By: Iris Kauffeldt

"That Council comes out of closed at 3:37 pm."

CARRIED

5.3 Report from Closed

That one item was discussed regarding about an identifiable individual.

6 Confirmatory By-Law

Resolution No: 2025-06-12-04

Moved By: Wayne Banks

Seconded By: Sheldon Keller

"THAT we the Council for the Corporation of the Township of Brudenell, Lyndoch & Raglan hereby adopts By-Law 2025-31 being a By-Law to confirm the proceedings of the June 12th, 2025 Special Meeting of Council, having been introduced and read a first, second and third time and finally passed."

CARRIED

7 Adjournment

Resolution No: 2025-06-12-05

Moved By: Wayne Banks

That this meeting adjourns at 3:38 pm.

CARRIED

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



Township of Brudenell, Lyndoch and Raglan Meeting Minutes

BLR Recreation Committee April 8, 2025 - 03:00 PM

1 Meeting Called To Order

THAT the April 8, 2025 BLR Recreation Committee Meeting is called to order at 3:02pm.

2 Attendance

Dave Ryan

Kim Aide

Lorilei Mayhew

Diane Neuman

Linda Yuke

3 Adoption of Agenda

THAT the agenda is adopted as amended to include item number 6.4 in New Business.

Moved By: Diane Neuman

Seconded By: Lorilei Mayhew

All were in favour.

4 Confirmation of Minutes

THAT the minutes of the March 18th, 2025 BLR Recreation Committee Meeting are adopted as presented.

Moved By: Dave Ryan

Seconded By: Linda Yuke

All were in favour.

5 Old Business

5.1 Shuffleboard Sand/Powder

Received and delivered to Community Center

5.2 New BBQ Purchase

Yes, the warranty is good for commercial use. Made in China.

Looking into Broil King BBQ's.

5.3 Request for Council to cover 200.00 Easter colouring contest prizes & half of cost for sign board outside arena.

The Council meeting scheduled to take place Wednesday April 2, 2025 was postponed due to weather to Wednesday April 9, 2025.

Recreation will have answers after this date.

5.4 2 Wall Clocks for Community Center

Order placed and received. Items delivered to Community Center.

6 New Business

6.1 Open Discussion

Recreation Assuming responsibility of the Canteen after Ice Season.

Keys to Community Center for Recreation Committee – as per by-Lay 2023-27 (3 Keys provided for distribution)

Friday Night Games Night, Recreation Committee considering canceling until pickleball season begins again – will continue at this time and revisit in next meeting.

6.2 Canada Day

Bounce Castle for Canada Day – looking into this further.

6.2.1 Ice Cream Truck

Emailed Deb & Terry about setting up their truck on Canada Day.

Waiting on communication from Deb & Terry.

6.2.2 Face Painting Canada Day

Pam Koller and her daughter Melanie have agreed to do face painting.

Paint and stencils need to be purchased. Recreation Committee agrees to purchase 2 kits.

6.2.3 OPP Presence

Emailed Killaloe OPP detachment and invited them to return this year.

They have communicated that they will do their best to return this year.

6.2.4 Hotdogs

Free Hotdogs! Recreation Committee will revisit this in next meeting.

6.2.5 Touch-A-Truck

Fire Chief Jordan Genrick has agreed to the presence of the Touch-A-Truck on Canada Day.

6.2.6 Temporary Tattoos & Flag Pins

No need for purchase of these items - lots ready to go for Canada Day 2025.

6.2.7 Canada Day Fireworks

Does the Recreation Committee want to contribute \$500.00 towards fireworks this year? Recreation Committee will revisit this in the next meeting.

6.2.8 Balloon Animals

Emailed and asked Colleen & Paul Lapello who attended Canada Day 2024 if they would come back for 2025 and make balloon animals for the children.

They are happy to attend Canada Day 2025.

6.2.9 Canada Day Glow Sticks

Online order Walmart.ca, 200 pc. Recreation Committee agrees to place this order x2.

6.3 Easter Pancake Breakfast

6.3.1 Easter Bunny

Contacted "Easter Bunny" Raymond Quade – confirmed he will attend.

6.3.2 Easter Pancake Breakfast Poster

Does Recreation Committee want to put an ad in the paper? Recreation Committee agrees to place a 1 week ad.

6.4 Nancy Meens Resignation

All were in favour.

7 Event Report

8 Financial Reports

Reviewed

9 Next Meeting

THAT the date of the next BLR Recreation Committee meeting is scheduled for May 14, 2025 at 3:00pm.

10 Adjournment

That this meeting adjourns at 5:03pm



Township of Brudenell, Lyndoch and Raglan Meeting Minutes

BLR Recreation Committee May 20, 2025 – 02:30 PM

1 Meeting Called To Order

THAT the May 20, 2025 BLR Recreation Committee Meeting is called to order at 2:39pm.

2 Attendance

Diane Neuman
Linda Yuke
Dave Ryan
Kim Aide

3 Adoption of Agenda

THAT the agenda is adopted as presented.
Moved By: Diane Neuman
Seconded By: Linda Yuke
All were in favour.

4 Confirmation of Minutes

THAT the minutes of the April 8, 2025 BLR Recreation Committee Meeting are adopted as presented.
Moved By: Diane Neuman
Seconded By: Linda Yuke
All were in favour.

5 Old Business

5.1 BBQ – Napoleon Rogue PS625, Dave will purchase/pickup

5.2 **Canteen Serving Window**

Repair/Replacement – contact contractors for quote.

5.3 Campbellford Wholesaler

www.campbellfordwholesale.com
For purchasing purposes.

5.4 Keys distributed for Community Center

As per By-Law 2023-27 3 keys are distributed.

Keys needed to complete sets: Main door/kitchen/canteen, dressing rooms, upstairs storage.

6 New Business

Volunteer list review.

New member recruitment ideas.

6.1 New Member Recruitment

FB Poster

Posters put up in various places.

Table on Canada Day with poster/flyers – what we do & recruitment.

6.2 Children's 3 Pitch League Support

Discussion – ways to support.

Diane will contact Joanne Armstrong.

6.3 Community Garden

Twp will look after this.

6.4 Canada Day 2025 Planning

Games on the green – will be set up.

dunk tank – will be set up.

glow sticks & face paint – ordered.

ice cream truck – unavailable.

donation for fireworks - \$500.

hotdogs - bbq and sell – ordered.

6.5 Pickle Ball 2025

Membership fee \$50.

Drop in fee \$2.

Monday & Friday evenings 6-9pm.

FB poster for community.

6.5.1 Open Discussion

Community Sign board – to be ordered

Wall repair, men’s washroom & railing upstairs storage area – contact contractor for quote.

7 Event Report

7.1 Easter Pancake Breakfast

Event review.

8 Financial Reports

Reviewed.

9 Next Meeting

THAT the date of the next BLR Recreation Committee meeting is scheduled for June 10, 2025 at 3:00pm.

10 Adjournment

That this meeting adjourns at 4:21pm.



INFORMATION REPORT TO COUNCIL

Report Date:	June 25, 2025
Date of Council Meeting:	July 2, 2025
Prepared By:	Tammy Thompson
Approved By:	Virginia Phanenhour
Agenda Item:	Committee & Staff Reports
Attachment(s):	None

Reason for this Report

To provide Council with Information regarding the 2025 Twin Music Festivals Special Event Application.

Recommendation

“THAT Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan accept the staff report regarding the 2025 Twin Music Festivals as information.”

Information

The applicants for the Twin Music Festival have been diligent in provided the required documentation as specified by council. Staff has reviewed the documentation as provided and sees no further concerns. Final approval will be given pending the CBO, Fire Department and Health Units final inspections during the week prior to the event.

**Resolution of Council
City Council Meeting**

Title: Bill 6, Safer Municipalities Act, 2025
Date: May 20, 2025

WHEREAS:

1. A municipality's parks and open spaces are critical infrastructure that support a strong community, and the public's shared and safe use of the municipality's parks and open spaces is integral to ensuring that support.
2. Ontario's municipalities are struggling to maintain their parks and open spaces for their shared and safe use by the public as a result of the increasing proliferation of encampments and illicit activities related thereto.
3. Municipalities that enforce their standards regulating or prohibiting encampments in their parks and open spaces must have regard to the availability of shelter space for those who need shelter.
4. On January 27, 2023, Justice Valente of the Ontario Superior Court of Justice rendered his judgment in *Waterloo (Regional Municipality) v. Persons Unknown and to be Ascertained (2023)*, [2023] O.J. No. 417 (Waterloo Decision) which declared that the municipality's by-law violated section 7 of the Charter and was therefore inoperative insofar as it applied to prevent encampment residents from erecting temporary shelters on a site when the number of homeless individuals in the region exceeded the number of accessible shelter beds.
5. The Waterloo Decision's analysis of the adequacy of shelter beds suggests an unworkable and unclear standard that goes beyond the number of shelter spaces and that includes the requirement to provide shelter spaces that must accommodate illicit drug use and other activities that could put shelter residents, workers and volunteers at risk. The result is that municipalities are impaired in their enforcement of their standards and have lost or are losing control of their parks and open spaces.
6. On December 12, 2024, the provincial government introduced Bill 242, Safer Municipalities Act, 2024. Among its various initiatives, Bill 242 proposed to amend section 2 of the Trespass to Property Act by adding aggravating factors that must be considered in the court's determination of a penalty under that section. However, the key challenge was that a municipality's exercise of its rights at common law and under section 9 of the Trespass to Property Act to remove encampments from the municipality's parks and open spaces remained potentially subject to the unworkable and unclear standard for the adequacy of shelter space suggested by the Waterloo Decision.
7. On January 13, 2025, Council of the City of Peterborough resolved to request the provincial government to amend Bill 242 to clearly define a workable standard for shelter space for the purposes of a municipality's jurisdiction to enforce its standards regulating or prohibiting encampments in its parks and open spaces.
8. Bill 242 died on the order paper as a result of the recent provincial election.
9. On April 30, 2025, the provincial Government re-introduced the legislation in the form of Bill 6, Safer Municipalities Act, 2025. Bill 6 is substantively the same as Bill 242.
10. In these circumstances, municipalities continue to need provincial legislation that clearly defines a workable standard for shelter space for the purposes of a municipality's jurisdiction to enforce its standards regulating or prohibiting encampments in its parks and open spaces.

NOW THEREFORE, be it resolved:

1. That the provincial government be respectfully requested to amend Bill 6 to clearly define a workable standard for shelter space for the purposes of a municipality's jurisdiction to enforce its standards regulating or prohibiting encampments in its parks and open spaces.
2. That, without limitation, Bill 6 provide that a municipality will have met the standard for shelter space for the purposes of the municipality's jurisdiction to enforce its standards regulating or prohibiting encampments in its parks and open spaces:
 - a) despite the establishment and enforcement of shelter rules including rules that prohibit drug use and other activities that could put shelter residents, workers and volunteers at risk; and
 - b) if an official designated by the municipality is satisfied that the number of available shelter spaces is at least equal to the aggregate of the number of individuals actually seeking shelter and the number of individuals against whom the municipality is planning to enforce its standards regulating or prohibiting encampments in its parks and open spaces.
3. That a copy of this resolution be sent to:
 - a) Peterborough - Kawartha MPP Dave Smith;
 - b) Honourable Doug Ford, Premier;
 - c) Honourable Robert Flack, Minister of Municipal Affairs and Housing;
 - d) Honourable Doug Downey, Attorney General;
 - e) Association of Municipalities of Ontario; and to
 - f) Councils of each of Ontario's municipalities.

The above resolution, adopted by City Council is forwarded for your information and action, as required. Thank you.

John Kennedy

John Kennedy, City Clerk



The Township of Georgian Bay Resolutions Council - 02 Jun 2025

Item 11.(b)

Date: June 2, 2025

C-2025-155

Moved by Councillor Kristian Graziano

Seconded by Councillor Allan Hazelton

WHEREAS the Floating Accommodations – Position Paper (April 2025) provides detailed guidance to Ontario municipalities on the regulation of Floating Accommodations, highlighting critical legal and environmental challenges; and

WHEREAS the document identifies significant gaps in current provincial and federal frameworks that municipalities are best positioned to address through zoning and land-use bylaws; and

WHEREAS the paper recommends proactive municipal action based on successful case studies and legal precedents such as the Glaspell v. Ontario decision; and

WHEREAS Georgian Bay Township has already taken steps to address Floating Accommodations and has an interest in promoting inter-municipal collaboration on this issue;

NOW THEREFORE BE IT RESOLVED THAT Council receive the Floating Accommodations – Position Paper (May 2025) for informational purposes; and

THAT the Clerk be further directed to forward the document and this resolution to the Association of Municipalities of Ontario (AMO) and member municipalities for consideration and potential provincial advocacy.

Carried Defeated Recorded Vote Referred Deferred

Recorded Vote:

	For	Against	Absent
Councillor Brian Bochek			
Councillor Peter Cooper			
Councillor Kristian Graziano			
Councillor Allan Hazelton			
Councillor Stephen Jarvis			
Councillor Steven Predko			
Mayor Peter Koetsier			

Peter Koetsier, Mayor



Floating
Accommodations not
Vessels Coalition



Floating Accommodations Position Paper

EXECUTIVE Summary

This position paper provides guidance for Ontario municipalities seeking to regulate or restrict Floating Accommodations within their jurisdictions.

Floating Accommodations are a detrimental presence on Ontario's lakes and rivers. They present multiple environmental, navigational, taxation, and zoning issues. Over the past four years, they have eluded control as the issue of Floating Accommodations fell into a very large gray area when this all began.

The authors of this position paper, the **Floating Accommodations not Vessels Coalition**, strongly urge you as municipal leaders to pursue **one or a hybrid** of the following two regulatory strategies:

1. Ban floating accommodations in your jurisdiction. *They cannot exist within your*



municipality without putting your natural environment and governance regulations in turmoil. The Township of Severn has led the way with a bylaw banning Floating Accommodations [[Township of Severn Zoning By-law Amendment to regulate Floating Accommodations](#)]. The Township of Georgian Bay recently adopted a similar by-law [[Township of Georgian Bay Zoning By-law](#)

[Amendment to regulate Floating Accommodations](#)]. The intent is to provide clarity in their zoning bylaws in that floating accommodations are not a permitted use. Several municipalities are following their lead and investigating this strategy.



2. Restrict floating accommodations to fixed / permanent moorings. *These locations would be subject to municipal zoning by-laws stipulating appropriate sanitary, hydro, power connectivity, and placed on environmentally safe floatation systems. Floating accommodations are permanently located in a properly zoned facility similar to a trailer park but*

for floating accommodations on water. This model has several working examples such as Bluffers Park on Lake Ontario or False Creek in downtown Vancouver. For most municipalities, this would be considered a new form of development and require significant policy changes.

“Your new neighbours”

They can suddenly appear on your waterfront at any moment...

Floating Accommodations (FAs) can be a building or structure such as modified shipping containers or wood framed structures placed on floatation devices. They are not primarily intended for navigation and will moor over crown lakebeds or private property lakebeds. FAs can move frequently and are usually equipped with an anchoring system such as steel ‘spuds’ embedded into the lakebed to stabilize the unit at each mooring location. They potentially shed toxic materials and other contaminants into surrounding waters and lakebeds.



Municipalities Play a Crucial Role in Fully Regulating Floating Accommodations

Municipalities have a crucial role in addressing regulatory gaps and exceptions that fall outside the recent implementation of federal, provincial, and private property trespassing regulations to manage Floating Accommodations. Verifying and strengthening the regulatory framework was a collaboration between Parks Canada (PC - federal), the Ministry of Natural Resources (MNR - provincial), and the Ontario Provincial Police (OPP - provincial).

The following scenarios are not hypothetical. They have all occurred and would fall outside the jurisdiction of new and existing federal, provincial and OPP controls.

- 1) *What happens to an owner of an FA who chooses to float their FA over their personally owned private lakebed property?*
- 2) *What happens to commercial marinas who wish to establish mooring for FAs on their premises in a permanent or semi-permanent manner?*
- 3) *What happens when FA owners floating within a township, move daily to relocate in that same township to avoid confrontation with governing agencies?*

Municipal Bylaws – What Issues Are You Being Asked to Tackle?

The recently launched PC, MNR, and OPP frameworks can clearly deal with trespassing for stationary (moored) FAs in federal / provincial waters and over private lakebeds.

However, there are 3 scenarios that fall outside of the newly published PC, MNR, and OPP frameworks. They are:

- 1) ***FAs floating over private lakebeds:*** *What is missing is how to deal with an FA owner who chooses to park adjacent to their shoreline where he/she has property 'ownership' rights to the lakebed. This issue is very real and exists in many of Ontario's lakes and rivers. The scenario would allow an FA owner to bypass existing building codes and local taxation to class their structure (be it a boathouse, or residence) as a vessel. This scenario is a "trojan horse" into illegal residential boathouses and homes on water with the very real possibility of being short term rentals.*
- 2) ***FAs floating in a commercial marina:*** *The scenario of a marina establishing an unauthorized temporary (or permanent) mooring location for a FA within a municipality that is not zoned for FAs causes a significant degree of difficulty. Most current municipal zoning does not acknowledge FAs and in a jurisdiction without FA definitions and approved zoning the FA owner can fall back on their vessel designation and potentially use the Transport Canada vessel designation as a shield to avoid any charges. This scenario has already occurred throughout Ontario, including in the Rideau Canal and the Kawartha Lakes region.*
- 3) ***FAs floating freely and/or mooring in a different location each night:*** *The challenge with this scenario is some FA owners have been very creative in where they moor and for how long. They have become very familiar with enforcement processes and time limitations and simply move before charges can be laid. Each situation would be reviewed on a case-by-case basis and time limitations may or may not apply.*

All three of these scenarios require a municipal regulatory framework. There are emerging strategies to guide Ontario's municipalities in preventing FAs from further potential abuse and destruction of our natural resources for current and future generations.

Call to Action To All Ontario Municipalities With Waterfront Assets

Based on our collective learning, experience and history with the FA problem, we believe there are two responses municipalities can utilize to attempt to control FAs participating in one or more of the three scenarios outlined above:

- 1) **FAs cannot exist within the boundaries of a municipality:** *This scenario has recently been enacted in the Townships of Severn and Georgian Bay; although they have not yet been tested in court. These zoning by-law amendments provide clarity in that floating accommodations are not a permitted use. FAs cannot exist on waters within these Townships, under any circumstances, over public or private lakebeds or in commercial marina establishments. Their outright ban of FAs is actively being considered by several other municipalities, [[Township of Severn Zoning By-law Amendment to regulate Floating Accommodations](#)], [[Township of Georgian Bay Zoning By-law Amendment to regulate Floating Accommodations](#)]*
- 2) **FAs can only exist as FHs (floating homes):** *When floating accommodations are permanently fixed to an approved dock/mooring with permanent hydro, sanitary, and water connections they are classified by Transport Canada as a Floating Home (FH). Floating Homes are not vessels. This scenario of approved mooring for Floating Homes is well understood, documented and in place throughout British Columbia and Bluffers Park on Lake Ontario and would require significant municipal policy changes for most. One further twist on this scenario is that a FH owner who chooses to untether and go float “free range” for a time and then come back may be banned from the FH mooring location depending upon their Home Owners Agreement. This solution has existed for some 20+ years in both locations and is very well understood.*

It is suggested that municipalities consult with their own legal representatives to determine what regulatory approach is best suited for your jurisdiction.

Need To Find Out More?

If you need more information or further clarification on any aspect of this position paper, please feel free to reach out to any member of the Floating Accommodations not Vessels Coalition or to our email address fanv2025@gmail.com.

APPENDIX

Floating Homes versus Floating Accommodations: Definitions and Management to date

Historical context and definitions:

Historically, floating residential structures have existed in zoned-for-purpose marinas and permanent mooring locations. These types of structures look and feel like houses. They are typically wood framed units with windows, doors, roofs, and decking and floatation devices. Inside they have bathrooms, kitchens, living rooms and bedrooms... essentially a house on water. They are “permanently” moored / fixed to a docking arrangement and are also permanently connected to sanitary sewers, water supply, power supply, and gas (for heating and cooking) supply.

There are multiple instances of these floating residences, but the most popular and recognized communities are the 24 floating homes in Bluffers Park on the shores of Lake Ontario in Scarborough (Toronto), and 60+ homes in False Creek in downtown Vancouver.



Both of these examples and all other occurrences where a floating residence is fixed permanently to a mooring location are classified by Transport Canada as “Floating Homes”. It is important to understand that Floating Homes are not recognized by Transport Canada as vessels. They are distinct and separate from Floating Accommodations.



VANCOUVER

VANCOUVER SEA VILLAGE FEATURING HOUSEBOAT HOMES ALONG FALSE CREEK

How do Floating Accommodations differ from Floating Homes?

The recently emerging challenge is Floating Accommodations, which can be ‘repurposed’ shipping containers modified by DIY individuals or purpose-built wood construction. The units have windows, doors and some form of bathroom, kitchen, sleeping, and living quarters. Floating Accommodations are not restricted to the configuration seen below, as there are numerous examples of residences fabricated with wood frame construction built on floatation devices that appear more like a traditional boathouse.



All of these floating accommodations are not permanently fixed to a mooring location. They are “free range floating residences”; moving, floating and mooring whenever and wherever they wish.

Transport Canada classifies floating residences that are not connected to a permanent mooring location as vessels.

Floating Accommodations until 2023 were largely unregulated within Ontario. The topic had not historically been an issue; therefore, government agencies needed to react to the changing issue and the “vessel” designation being utilized by Transport Canada as well as by the individuals and/or companies exploiting this loophole.

The authors can now report that Parks Canada, MNR, and OPP have separately and collectively identified enforcement avenues where appropriate to attempt to govern Floating Accommodations. To complete the governance framework, appropriate amendments to existing municipal by-laws are required.

What Are the Challenges Associated with Floating Accommodations?

This table illustrates the complexity of multiple government agencies whose mandates are individually impacted yet require collective collaboration to implement solutions. The following table lists the various issues and respective agencies likely to manage them.

Issue / Concern with Floating Accommodations	Expected Responsible Agency
Potential absence of sanitary capability and dumping of toxic and other harmful substances from FA	Environment & Climate Change Canada (ECCC) (Federal) and Ministry of Environment (Prov.)
Pollution from floatation devices and garbage	Transport Canada & ECCC (Federal); Ministry of Environment (Provincial)
Impact of endangered wildlife when moored in environmentally sensitive areas	Parks Canada or ECCC if outside of Parks Canada sites; Fisheries & Oceans if fish/mussel related; <i>Endangered Species Act</i> administered by Ministry of the Environment (Provincial)
Navigational impediment as a moving vessel	Transport Canada
Navigational impediment as a moored vessel	Transport Canada & Local Municipalities (via VORR’s)
No building or construction standards specifically related to FAs exist	Transport Canada
FAs pay no taxation to support consumption of local emergency services or waste management services	Municipality
Mooring in any location	Municipal zoning (not yet tested in court)
Mooring on private lakebeds (must make contact with private property beneath the water)	OPP – Trespass to Property Act

Issue / Concern with Floating Accommodations	Expected Responsible Agency
Spawning ground / fish habitat damage caused by the steel spuds into lakebeds	Fisheries and Oceans Canada (DFO) (Federal water control); DFO supported by Parks Canada in National Parks, National Historic Sites and National Marine Conservation Areas; MNR (inland lakes); responsible for the management of fisheries
Floating Accommodations becoming vacation rentals (VRBO or Airbnb)	Municipal by-laws (e.g. Short-Term Rental by-laws and zoning by-laws)
Floating Accommodations becoming an unregulated expansion of a cottage	Federal waters – Parks Canada in National Parks, National Historic Sites and National Marine Conservation Areas Provincial waters- <i>Public Lands Act</i> administered by MNR prohibits FAs from occupying provincial public land through regulation Privately owned waters – Municipality

During our early discussions, each of the agencies that we expected to play a partial and/or full role to control Floating Accommodations felt they were not legislated to manage and regulate Floating Accommodations. Many felt that other agencies were better equipped to regulate the problem or that, given Transport Canada’s designation of FAs as vessels, that Transport Canada was the ultimate controlling ministry. Agencies outside of Transport Canada were of the opinion that any attempt to act would result in legal proceedings that given the vessel designation, would likely be unsuccessful with respect to the agency responsible for legal expenses.

What Changes Have Been Made to Support a Regulatory Framework?

The shift to create enforceable solutions came via 2 separate but foundational insights:

1. ***Glaspell vs Ontario 2015*** – Clarifying lakebed ownership which has become the cornerstone strategy “anchoring” all of the in-force regulatory frameworks.
2. ***Freedom of Information request to Transport Canada*** – Clarified 3 important aspects:
 - a) *Floating Homes vs Floating Accommodations: Floating Homes are not vessels; Floating Accommodations are vessels.*

- b) Transport Canada’s primary (and some would say only) objective is vessel safety. They do not believe their mandate / charter per the Canadian Transport Act (2001) mandates them or requires them to control Floating Accommodations.*
- c) Transport Canada has expressed strong public support of the newly launched MNR Floating Accommodation regulatory framework (161/17). Transport Canada’s guidance to other agencies interested in governing FAs was very clear – use the MNR framework to guide your actions.*

It is critical to the municipal strategy that readers of this position paper are comfortable with the solid underpinnings of the current provincial, federal and criminal regulatory framework.

The *Glaspell v Ontario* ruling [[Glaspell v Ontario 2015 ONSC 3965](#)] has clarified 3 elements that have been ‘baked’ into case law informing FA regulations formed by Parks Canada and MNR.

- a) Glaspell ruling established that all lakebeds and riverbeds are the ownership of either federal crown, provincial crown or private ownership, and separately, municipalities have the option to issue zoning controls over those lakebeds.*
- b) The ownership of lakebed can act as a basis to authorize or not permit a floating object overhead to cast a shadow over the lakebed and by definition occupying that lakebed.*
- c) Resulting from the case law establishing enforceable lakebed ownership, the principle of authorized vs unauthorized occupation of crown land (lakebed) has been crystallized into FA regulatory frameworks.*

The importance of *Glaspell* was vital to the success of the regulatory frameworks that have emerged. The critical learning here is that historically all enforcement by Parks Canada, MNR, and OPP was through “land-based” policies. Had any of these agencies sought to remedy through water-based policies, they likely would have lost any court challenge due to the vessel designation that Transport Canada would likely uphold. Seeking to control Floating Accommodations through land-based laws was a masterful stroke of genius and we applaud the leadership of MNR, Parks Canada and OPP.

Municipalities would be advised to consider and build on the positive implications of the *Glaspell* ruling in their formation of FA zoning and governance by-laws.

The Ministry of Natural Resources (MNR Ontario) was first out of the gate to create their regulatory framework based on the *Glaspell* ruling. Specifically, 161/17 which is exactly the right regulatory framework to govern Floating Accommodations.

The full definition of Ontario Regulation 161/17 is found in this link [[MNR Regulation 161/17 governing Floating Accommodations](#)] The fundamentals of 161/17 include:

- a) *Defining what is and what is not a floating accommodation.*
- b) *Defining occupation of provincial crown land by the shadow of a floating object overhead on crown lakebed.*
- c) *Conveying that a floating accommodation is not permitted to occupy provincial lakebed and shoreline.*
- d) *The ability to charge the owner of the floating accommodation in the event they are occupying provincial lakebed without permission.*

The principles underlying the MNR 161/17 framework (released in summer of 2023) has since been adopted in principle by both Parks Canada and OPP and both agencies have identified enforcement avenues where appropriate.

Parks Canada's solution was issued in 2024 and mirrors MNR's strategy. The full definition of Parks Canada's regulation can be found in the following link [[Parks Canada Mooring Regulations covering Floating Accommodations](#)]. The fundamentals of Parks Canada's framework include:

- a) *Defining what is a floating accommodation in a manner similar to MNR.*
- b) *Requiring all floating accommodations secure a permit to lawfully moor over federal lakebeds overnight.*
- c) *Failure to obtain a permit constitutes "unauthorized occupation" of federal lands and the occupying person(s) will be charged accordingly.*

Lastly, the OPP have embraced a similar lakebed ownership strategy for privately owned lakebed. They have case law where they have successfully prosecuted a floating accommodation that was making actual contact with a private lakebed in an unauthorized manner and consequently the FA owners were charged and successfully prosecuted with trespassing.

The Townships of Severn and Georgian Bay Experience

As we described in the first few pages, the existing regulatory framework created by MNR, Parks Canada and OPP has a few gaps. Severn Township recognized that early on and amended their by-law in 2024 [[Township of Severn Zoning By-law Amendment to regulate Floating Accommodations](#)]. A similar by-law amendment was enacted in the Township of Georgian Bay in 2025 [[Township of Georgian Bay Zoning By-law Amendment to regulate Floating Accommodations](#)].

The essential element of these amended by-laws, described in this position paper as Response #1 on page 5, is very simple... FAs cannot exist on waters within the boundaries of these two townships.... period. While they have not been tested in court, one by-law has already been successfully used as a deterrent to an FA presence. Several other townships are actively studying and considering implementing similar by-laws for their respective jurisdictions.

There Are Numerous Lessons Gained Along This Journey

Our grass roots organization **Floating Accommodations not Vessels Coalition** experienced many peaks and valleys in the journey to facilitate the appropriate agencies to successfully manage and control the new “issue” of Floating Accommodations.

It would be an accurate reflection to say that only if we knew then what we know now...

There are six key learnings:

- 1) *It takes a team of motivated, passionate, patient people to stick with it... we discussed after year one and two – was this worth it? Yes! While it took our coalition four years to get here, we believe our efforts have been instrumental in facilitating the right framework that can be applied province-wide.*
- 2) *When working with federal and provincial agencies who say no, don't take that for an answer, keep up the pressure, continue to make your issue their issue. At some point in time the right set of agencies will step forward and get to the solution. In our case that was a combination of Parks Canada, MNR, OPP and our local municipalities – the Townships of Severn and Georgian Bay.*
- 3) *Broad based support by multiple grass roots organizations was key to our combined success. In our case that consisted of numerous local Cottage Associations large and small who all successfully raised their voices. We would do it again in the same way.*
- 4) *While appeals by local politicians and provincial MPP's and federal MP's to both provincial and federal ministers didn't directly solve the issue, it greatly helped to communicate the seriousness of the issue.*
- 5) *Sometimes, it takes a change in basic assumptions and in this case it was the insights gained from the Glaspell ruling to get to the right answer. Together with MNR, Parks Canada and OPP we were fortunate enough to understand the pathway and leverage Glaspell.*
- 6) *Media! We were fortunate to tap into print, tv, radio, social media – it all helped. We brought on partners like Federation of Ontario Cottagers' Association (FOCA) and Cottage Life to spread the message. Had we had more financial resources we would have stepped up our investment in social media... maybe next time!*

Acknowledgements and Thank You.

We would like to thank in no particular order...

- *Working group members from our partners at Parks Canada, Ministry of Natural Resources and the Ontario Provincial Police.*
- *Working group members from our municipal partners - Mayors, Councillors and Staff from Severn Township, Township of Georgian Bay, Tay Township and Township of the Archipelago.*
- *Gloucester Pool Cottagers' Association & Georgian Bay Association*
- *The Decibel Coalition*
- *Safe Quiet Lakes Coalition*
- *Cottage Life*
- *Many cottage associations, and the Federation of Ontario Cottagers' Association (FOCA)*
- *And lastly, the Floating Accommodations Not Vessels Coalition members who authored this position paper*

While we did strive to ensure the accuracy and completeness of this information, the authors assume no responsibility for any omissions to or errors that may be contained within this position paper.

We the members of the Floating Accommodations not Vessels Coalition wish to express our deep gratitude and thanks to all the members mentioned above that have been instrumental in this journey.... Thank you!

May 30, 2025

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

Delivered by email
premier@ontario.ca

Dear Mr. Premier:

**Re: Town of Whitchurch-Stouffville Council Resolution of May 7, 2025, Re:
Correspondence from York Region, re: Provincial Funding Shortfall of
Human and Health Programs and Services**

Please be advised that this matter was considered by Council at its meeting held on May 7, 2025, and Council passed the following resolution:

That Council receive and endorse the correspondence from York Region, re: Provincial Funding Shortfall of Human and Health Programs and Services as attached.

Davneet Sandhu

Davneet Sandhu
Council/Committee Coordinator

Copy: Hon. Paul Calanda, Minister of Municipal Affairs and Housing
Hon. Natalia Kusendova-Bashta, Minister of Long-Term Care
Hon. Sylvia Jones, Minister of Health
All York Region MPP's
All Ontario municipalities

From: [Regional.Clerk](#)
Subject: Regional Council Decision - Provincial Funding Shortfall of Human and Health Programs and Services
Date: Friday, April 25, 2025 12:39:46 PM

On April 24, 2025 Regional Council made the following decision:

1. The Regional Chairman and all nine mayors, send a joint letter to the Premier of Ontario and the Ministers of Municipal Affairs and Housing, Long-Term Care, and Health, and York Region MPPs requesting a meeting to:
 - a. Discuss the \$77 million shortfall in health and human services funding arrangements for mandated health and human services, taking into account population growth, socio-economic shifts and increased costs, and establish permanent sustainable provincial funding solutions to ensure York Region receives the funding needed to deliver these important programs.
 - b. Request the Province to improve the funding arrangements for mandated human and health services to reduce the burden on property taxpayers.
2. York Region staff work with community partners, Association of Municipalities of Ontario and other public sector organizations to advocate to provincial counterparts for sustainable funding to ensure services delivered by municipalities can meet growing and changing community needs.
3. The Regional Clerk circulate the report, to local municipalities, local hospitals, Human Services Planning Board, Newcomer Inclusion Table, Association of Municipalities of Ontario, Ontario Municipal Social Services Association, United Way Greater Toronto, AdvantAge Ontario, Ontario Long-Term Care Association, Ontario Association of Paramedic Chiefs, Association of Public Health Business Administrators, Ontario Alliance to End Homelessness, Ontario Health Teams in York Region and local Members of Provincial Parliament requesting they join in the Region's advocacy efforts.

The original staff report is available for your information at the following link:

[Provincial Funding Shortfall of Human and Health Programs and Services - Committee of the Whole - Week 1 - April 10, 2025](#)

Please contact Monica Bryce, (A) Director, Integrated Business Services at 1-877-464-9675 ext. 72096 if you have any questions with respect to this matter.

Regards,

Christopher Raynor (he/him) | Regional Clerk, Regional Clerk's Office, Corporate Services Department

The Regional Municipality of York | 17250 Yonge Street | Newmarket, ON L3Y 6Z1
O: 1-877-464-9675 ext. 71300 | christopher.raynor@york.ca | york.ca

Our Mission: **Working together to serve our thriving communities – today and tomorrow**

Council and Committee Monthly Summary

May 2025

Below you will find highlights of the County of Renfrew County Council and Committee meetings held May 14 and May 28, 2025.

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

The full [Council and Committee packages](#) can be found online.

The [May 14, 2025](#) and [May 28, 2025](#) meetings are on YouTube.

Warden's Address

Key highlights

Warden Peter Emon attended the May 14 meeting virtually and was absent for the May 28 meeting. Acting Warden Jennifer Murphy presided over both meetings.

- She noted Warden Emon was invited by Premier Doug Ford to participate in a multi-minister meeting alongside members of the Eastern Ontario Warden's Caucus on May 13 in Toronto. The meetings included discussions with the Hon. Rob Flack, Minister of Municipal Affairs; Hon. David Piccinni, Minister of Labour, Immigration, Training and Skills Development; Parliamentary Assistant Matt Rae, Ministry of Municipal Affairs and Housing and the Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade.
- At the May 28 meeting, she acknowledged National Paramedic Services Week and National Public Works Week, which were observed from May 18 to 24. On behalf of council and residents she thanked the members of these departments for their service and commitment to our communities.
- She also announced the return of the [Silver Chain Challenge](#), a friendly competition between Renfrew and Lanark Counties which encourages everyone to get outside, stay active, and enjoy our beautiful communities by walking, running or cycling during the month of June. Let's lace up, ride out, and make every step and pedal count. Visit the Silver Chain Challenge website to get started. Let's bring the title home to Renfrew County!
- Councillor Dan Lynch represented the County at the Town of Petawawa's Kick Off to Accessibility Week, which is May 25-31. As part of the celebration, he was invited to paint a square, which will be part of a centrepiece that promotes Accessibility.
- On Sunday May 25, Councillor Lynch also brought greetings and congratulations from the County to Gerald Tracey in Bonnechere Valley, during the community celebration that highlighted the renaming of "Gerald Tracey Park".

Delegations

At the May 14 meeting, Council heard from the following interested parties:

- Ann Pohl, spokesperson for the Council of Canadians: Kitchissippi-Ottawa Valley spoke about the Climate Action postcards display at the County Administration Building to mark Earth Day. She also provided postcards from their communities to members of County Council.
- Sabine Mersmann, Co-chair of the Ottawa Valley Ontario Health Team, provided an update on Primary Care Team expansion proposals, which were recently submitted on behalf of the West Champlain Family Health Team and the Petawawa Centennial Family Health Team. These proposals are meant to serve high-needs and underserved populations across Renfrew County and South Algonquin and attach people to regular primary care providers. These teams seek to attach almost 18,000 patients to primary care providers by March 2027.
- Chris Brennan, Enbridge Gas, provided an update on the 20-year Franchise Agreement, initially entered with Enbridge Gas Distribution Inc. in April 2025, which was up for renewal.

At the May 28 meeting, Council heard from the following interested party:

- Three German Paramedics – Andreas Bauer, Chief of Education, Bavarian Red Cross Regensburg; Stefan Dums, Preceptor, BRK Kreisverband Cham, Germany and Kristina Voith, who spent the week with the County of Renfrew Paramedic Service were introduced to County Council by Health Committee Chair Michael Donohue. He noted this visit provided a unique opportunity to strengthen professional relationships and foster international cooperation in the field of paramedicine. It also allowed the Paramedics to learn from one another, deepening the understanding of various approaches to public safety and patient care.
- Jason St. Pierre and Lisa Severson provided an annual update from the [Eastern Ontario Regional Network](#), including the Cell Gap Project and highlights of the 2024-2028 Strategic Plan. In Renfrew County 47 new builds were planned with 27 of 47 new sites are in service, 25 upgrades were completed and nine-co-locations are in the process of being completed.
- Nadia Prescott, [Ottawa West Four Rivers Ontario Health Team](#), made a presentation on the Primary Care Team expansion proposals recently submitted to address the needs in the communities of Arnprior and McNab/Braeside. The multi-organizational approach will be led by West Carleton Family Health Team with the support of the Arnprior & District Family Health Team among others. The goal is to attach 8,500 net new patients by March 2027, including 1,000 new patients for the Arnprior and District Family Health Team.
- Stefani Van Wijk (Chair) and Meghan James (Vice-Chair) of the [Ottawa Valley Tourist Association](#) Board of Directors provided an annual update on the state of tourism in the Ottawa Valley, the critical role played by the OVTA and how tourism is fuelling economic growth and community vitality in the region.

Development & Property Committee

Presented by: James Brose, Chair

- County Council will send a letter to MPP Billy Denault, Renfrew-Nipissing-Pembroke and the Honourable Vic Fideli, Minister of Economic Development, Job Creation and Trade (MEDJCT), in support of the Small Business Centres Ontario's (SBC Ontario) recommendations and request for increased CORE funding towards salary wages for Enterprise Renfrew County and all Small Business Enterprise Centres across Ontario.

- County Council adopted a by-law to authorize Municipal Law Enforcement Services, Renfrew, Ontario to act as a By-law Enforcement Officer, on behalf of the County of Renfrew, on County of Renfrew Owned Forests. In recent years, issues within the Renfrew County Forests have been increasing in frequency and severity, including dumping, encroachment, fires and camping.
- A special meeting of the Development and Property Committee will be held on June 12, 2025 at 3 p.m. at the County of Renfrew Administration Building to host a public meeting to inform the public of the proposed Official Plan Amendment No. 47. The proposed Official Plan Amendment is to permit the County Council to provide grants and/or loans to support local Community Improvement Plans.
- The County of Renfrew is working with Esri Canada to do a full review of its location-based data to get ready for the new Next Generation 9-1-1 (NG9-1-1) system. This new system will help modernize how emergency services respond. Local municipalities play a big part in this work because they help create and update the data that emergency services rely on. For this project to be successful, strong teamwork and input is required from our municipal partners. Their local knowledge is key to making sure the data is correct and useful. To help move this project forward, a two-hour workshop is scheduled on June 5, 2025, from 10 a.m. to 12 p.m. An invitation was sent out to all local municipalities, including the City of Pembroke and the Algonquins of Pikwakanagan.
- During the first quarter of 2025, the Economic Development Division received seven requests related to site searches for businesses looking to expand and/or move within or to Renfrew County. The Division is also supporting a number of municipal requests related to potential investment and expansion opportunities, providing guidance, research and expertise.

Operations Committee

Presented by: Glenn Doncaster, Chair

- County Council adopted a by-law authorizing the acquisition of a piece of property with frontage on County Road 23 (Highland Road) in the Township of McNab/Braeside from Susan Patricia Clark. This land will be dedicated as part of the road allowance for County Road 23.
- County Council adopted a by-law to approve Corporate Policy PW-24, Community Safety Zones along County Roads. Community Safety Zones can be used near community centres, elementary or secondary schools, high pedestrian traffic locations (defined as a location experiencing an average of 100 pedestrians per hour or more for any eight hours of the day), seniors' centres and residences, daycare centres, playgrounds, parks and hospitals.
- County Council adopted a new by-law that includes the execution of a Purchase and Sale Agreement and a Lease Agreement with the Mississippi Valley Conservation Authority for the K & P Recreational Trail, from the County of Renfrew border northward approximately 6.7km. It is estimated that the County of Renfrew's portion of costs associated with clearing title on the properties to be purchased will be approximately \$67,000.
- The Warden and Chief Administrative Officer executed the Housing-Enabling Core Services (HECS) - Transfer Payment Agreement for the approved reconstruction of a roundabout at the intersection of Petawawa Blvd., Doran St., Mohns Ave. and Hilda St. This is in follow-up to the January 28, 2025, announcement that the Province of Ontario would provide \$2.8 million in funding support for a significant infrastructure improvement at the intersection of County Roads 26/51 (Doran Road/Petawawa Boulevard) in the Town of Petawawa. This project will see the construction of a roundabout designed to enhance traffic flow, improve safety, and support the growing needs of the community.

- County Council approved contracts/tenders as submitted:
 - For the purchase of two tandem truck plow and spreader units from Premier Truck Group of London, London, Ontario, in the amount of \$957,052, plus applicable taxes.
 - For the rehabilitation of County Road 71 (Matawatchan Road), from Civic Address 4882 to County Road 65 (Centennial Lake Road), Township of Greater Madawaska, as submitted by Bonnechere Excavating Incorporated, Renfrew, Ontario, in the amount of \$693,494.40, plus applicable taxes.
 - For the fabrication, supply, relocation, and rehabilitation of Access Control Gates in various locations on County Recreational Trails as submitted by G.P. Splinter Forest Products Limited, Pembroke, Ontario in the amount of \$148,855.96, plus applicable taxes.
 - For the supply, delivery, and installation of Steel Beam Guiderail on County Road 71 (Matawatchan Road), approximately 8.41km east of Highway 41, Township of Greater Madawaska, as submitted by Borall Fence and Guiderail Contractors Limited, Waubaushene, Ontario, in the amount of \$215,231.25, plus applicable taxes.
 - For the rehabilitation of County Road 3 (Usborne Street), from County Road 1 (River Road) to the urban limit of Braeside, a distance of approximately 0.34km, Township of McNab/Braeside as submitted by Thomas Cavanagh Construction Ltd., Ashton, Ontario, in the amount of \$528,000, plus applicable taxes.
 - For Contract Administration and Construction Inspection Services for the reconstruction of County Structure C201 (Broomes Creek Culvert) and Dam as submitted by J.L. Richards & Associates Ltd. in the amount of \$286,472.48, plus applicable taxes.
 - For the rehabilitation of County Road 2 (Daniel Street), from County Road 1 (Madawaska Street) to Staye Court Drive, a distance of approximately 1.9km, Town of Arnprior, awarded to R.W. Tomlinson Ltd., Ottawa, Ontario, in the amount of \$1,597,200, plus applicable taxes (Town of Arnprior will cover \$544,203.23, plus applicable taxes.)
 - For the rehabilitation of County Road 36 (TV Tower Road), from County Road 35 (Jean Avenue) to County Road 42 (Forest Lea Road), and County Road 51 (Pembroke Street West), from County Road 42 (Forest Lea Road) to the City of Pembroke Limits, a distance of approximately 3.52km, Township of Laurentian Valley awarded to McCrea Excavating Ltd., Pembroke, Ontario, in the amount of \$1,810,000.
 - For the purchase of a Boom Mower from Colvoy Enterprises 2012 Ltd., Courtland, Ontario, in the amount of \$49,998, plus applicable taxes.

At the May 28 the Operations Committee recommended the following:

- County Council adopt a revised by-law to Regulate the Operation of Off-Road Vehicles on County of Renfrew Roads. The County of Renfrew has received a request from the Town of Petawawa to update the restrictions for off-road vehicles along County Roads within the Town. The effect of the amendment would permit Off-Road Vehicles on the following sections of County Roads in the Town of Petawawa: County Road 16 (Victoria Street), between Laurentian Drive and Petawawa Boulevard; County Road 25 (Laurentian Drive), between Victoria Street and Petawawa Boulevard; County Road 26 (Doran Road), between Petawawa Boulevard and Highway 17; County Road 37 (Murphy Road), between Petawawa Boulevard and Highway 17; County Road 51 (Petawawa Boulevard), between B-Line Road and civic address 2991 Petawawa Boulevard. In addition, the Town of Petawawa has requested crossings of CR51 (Petawawa Boulevard) be allowed at the Fred/Norman Street and Victoria Street/Portage Road intersections, which were also recommended.

Community Services Committee

Presented by: Anne Giardini, Chair

- County Council supported the resolution passed by the Prince Edward-Lennox and Addington Social Services Committee in April requesting an increase to Ontario Works rates to match the ODSP rate increases that have already been made and be indexed to inflation and a commitment to ongoing cost of living increases above and beyond the rate of inflation to make up for the years they were frozen. A copy of this resolution be sent to the Minister of Children, Community, and Social Services, the Minister of Health, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association, the Rural Ontario Municipal Association, and all Ontario Municipalities.

Corporate Services Committee

Presented by: David Mayville, Vice-Chair

- County Council directed staff to submit delegation request(s) at the upcoming Association of Municipalities of Ontario (AMO) Conference that are consistent with the 2023-2026 County of Renfrew Strategic Plan and other departmental strategic plan(s), that address current initiatives that require further advocacy and/or address funding shortfall(s).

Health Committee

Presented by: Michael Donohue, Chair

- County Council directed staff to proceed with hiring PRO-TEC 5 Incorporated, Pembroke, Ontario, as a security agency at Bonnechere Manor when required for the newly implemented security program.
- County Council authorized the Warden and Chief Administrative Officer to execute a Purchased Service Agreement with Mackay Manor, Renfrew, Ontario, for the period of June 1, 2025 until March 31, 2027. The County of Renfrew Paramedic Service is partnering with Mackay Manor following the successful approval of a joint application to the Substance Use and Addictions Program (SUAP). This funding will support the delivery of targeted paramedic-led outreach services. These services will focus on individuals experiencing homelessness, mental health challenges, and/or substance use concerns. This initiative aims to improve access to care for vulnerable populations by providing timely, community-based interventions. It also reflects the shared commitment of both organizations to integrated person-centered service delivery.

Additional Information

Craig Kelley, Chief Administrative Officer/Deputy Clerk

613-735-7288

June 13, 2025

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

Dear Mr. Premier,

RE: Council motion passed June 10, 2025

Please be advised that on June 10, 2025 during a City Council meeting, Guelph City Council passed the following resolutions in regards to the Special Economic Zones Act, 2025.

Moved By: Councillor Caron
Seconded By: Councillor Goller

1. THAT the City of Guelph opposes provisions in Bill 5, particularly under Schedules 2 and 9, and provisions in Bill 17, that would diminish environmental protections or override municipal planning authority; and
2. THAT the City of Guelph call on the Province of Ontario to obey their own rule of law, to pursue housing, forestry, infrastructure and critical mineral development through policies that follow sound environmental planning principles, uphold the planning authority of local government, respect Indigenous treaty obligations, and protect vital ecological systems; and
3. THAT City of Guelph Council endorse the City's submissions regarding Bill 5 to ERO 025-0391 - Special Economic Zones Act, 2025 and ERO 025-0380 - Species Conservation Act, 2025 as posted in Information Items on May 23, 2025; and
4. THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; Mike Schreiner, MPP for Guelph; Minister of Municipal Affairs and Housing; Minister of the Environment, Conservation and Parks; Minister of Economic Development, Job Creation and Trade; and the Association of Municipalities of Ontario.

Carried

Stephen O'Brien, General Manager, City Clerk's Office/City Clerk
Corporate Services. **City Clerk's Office**



T 519-822-1260 x 5644
E stephen.obrien@guelph.ca

City Hall
1 Carden St
Guelph, ON
Canada
N1H 3A1

T 519-822-1260
TTY 519-826-9771

guelph.ca

Copy:

Hon. Doug Ford, Premier of Ontario

Hon. Rob Flack, Minister of Municipal
Affairs and Housing

Hon. Todd J. McCarthy, Minister of
Environment, Conservation and Parks

Hon. Victor Fedeli, Minister of Economic
Development, Job Creation and Trade

Mike Schreiner, MPP for Guelph

Association of Municipalities of Ontario

June 17, 2025

VIA EMAIL

Re: Advocacy for Increased Income Support Thresholds for Canadian Veterans

At its Regular Meeting of Council held on Tuesday, June 3, 2025, the Town of Bradford West Gwillimbury Council ratified the following motion:

Resolution 2025-185

Moved by: Councillor Harper

Seconded by: Councillor Scott

WHEREAS the Town of Bradford West Gwillimbury recognizes the selfless service and enduring sacrifices made by Canadian Armed Forces veterans in the defence of our country and values;

WHEREAS the 2021 Census, conducted by Statistics Canada, identified more than 460,000 veterans residing across Canada, a significant population segment deserving of comprehensive, accessible, and modernized federal support;

WHEREAS Veterans Affairs Canada (VAC) currently administers income support programs to assist veterans in need, including the Income Replacement Benefit (IRB) program;

WHEREAS the eligibility threshold for the Income Replacement Benefit (IRB) program which was created in 2019—set at \$20,000 annually for a single-person household—fails to reflect today's economic reality, particularly in light of inflation, soaring housing costs, and the general increase in cost of living;

WHEREAS such low eligibility thresholds may disincentivize employment and community participation by penalizing veterans for earning beyond an outdated benchmark, thereby discouraging reintegration and contribution to civic life;

WHEREAS it is the duty of all levels of government to stand in unified support of our veterans and to advocate for policy changes that enable them to live with dignity and financial stability;

THEREFORE, BE IT RESOLVED That the Council of the Town of Bradford West Gwillimbury formally calls on the Government of Canada and all federal parties to increase the eligibility threshold for the Income Replacement Benefit (IRB) program from \$20,000 to no less than \$40,000 annually for a single-person household; and

THAT Council urges Veterans Affairs Canada to review all income support programs with the intent to modernize eligibility criteria in line with the current cost of living across Canada;

THAT this motion be formally endorsed and sent to:

- The Right Honourable Mark Carney, Prime Minister of Canada;
- The Honourable Jill McKnight, Minister of Veterans Affairs;
- The Honourable Andrew Scheer, Acting Leader of the Official Opposition
- Scot Davidson, Member of Parliament for New Tecumseth-Gwillimbury;
- All 444 municipalities across the Province of Ontario;
- The Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO) for broader distribution and endorsement; and

THAT a copy of this resolution be published on the Town's official website and communicated through the Town's official channels to raise awareness and gather public support.

Regards,



Tara Reynolds
Clerk, Town of Bradford West Gwillimbury
(905) 775-5366 Ext 1104
treynolds@townofbwg.com

CC: Hon. Mark Carney, Prime Minister of Canada
Hon. Jill McKnight, Minister of Veterans Affairs
Hon. Andrew Scheer, Acting Leader of the Official Opposition
Scot Davidson, MP New Tecumseth-Gwillimbury
All Ontario Municipalities
The Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)



District of Parry Sound Municipal Association

c/o Township of McKellar, 701 Hwy 124 McKellar, ON P0G 1C0

President: Lynda Carleton Secretary-Treasurer: Karlee Britton

RE: Supporting Municipal Ethics Through Access and Education

The District of Parry Sound Municipal Association (DPSMA), representing the twenty-three Municipalities within the District of Parry Sound, held its Spring 2025 meeting on May 23, 2025, in the Municipality of Callander. At this meeting, the following resolution was carried:

Moved by: Kathy Hamer (Municipality of McDougall)

Seconded by: Daniel O'Halloran (Township of McMurrich Monteith)

Whereas democracy is an open process – one that requires ongoing engagement between citizens and their elected officials; and

Whereas ethics and integrity are at the core of public confidence in government and in the political process; and

Whereas proper policies and procedures protect the democratic process; and

Whereas sections 223.2 and 223.3, Municipal Act, 2001 state all municipalities are required to adopt a Code of Conduct for members of Council and to appoint an Integrity Commissioner; and

Whereas it is the role of the Integrity Commissioner to educate member of Council on the Councillor Code of Conduct policy as well as to investigate alleged breaches of the Code of Conduct, at the municipality's expense; and

Whereas there are many new elected officials each term of Council who need access to information and proper training in order to do the work effectively and responsibly; and

Whereas Municipal Affairs and the Ombudsman's Office are hesitant to give information, so there is nowhere to ask questions and learn; and

Whereas the only source of information is to pay for fee-for-service on a case-by-case basis from the Integrity Commissioner which is very cost-prohibitive for small municipalities; and

Whereas Council is expected to oversee the management of taxpayers money and taxpayers deserve to know where their tax dollars are being spent;

Now Therefore Be It Resolved That the District of Parry Sound Municipal Association calls upon the Ontario government to provide free access to information so that Councils can be effective in their role in our democratic system; and

Further That the DPSMA hereby requests that Municipal Affairs and/or the Ombudsman's Office and/or the Integrity Commissioner provide, if requested by a municipality, sufficient particulars of each investigation to permit the municipality to fully understand and address the subject matter of each investigation.

Further That this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Graydon Smith, MPP Parry Sound-Muskoka and to all Ontario Municipalities for support.

Forwarded on behalf of the District of Parry Sound Municipal Association; For questions and/or inquires, please contact:



Karlee Britton | Secretary-Treasurer
District of Parry Sound Municipal Association
clerk@mckellar.ca
(705) 389-2842 x4

cc:

Honourable Doug Ford, Premier of Ontario
Honourable Graydon Smith, MPP Parry Sound-Muskoka
Municipalities within the District of Parry Sound
All Ontario Municipalities



CORPORATION OF THE
TOWNSHIP OF BLACK RIVER – MATHESON
367 FOURTH AVE, P.O. BOX 601, MATHESON, ON P0K 1N0
TELEPHONE (705) 273-2313 EMAIL : brm@twpbrm.ca WEBSITE: www.twpbrm.ca

Jon Pegg
Fire Marshal of Ontario
Office of the Fire Marshal
25 Morton Shulman Avenue
Toronto, ON M3M 0B1

June 10, 2025

Via Email: Jon.Pegg@ontario.ca

Dear Fire Marshal Pegg:

Subject: Request for Exemption to Proposed Mandatory Firefighter Certification Requirements (O. Reg. 343/22)

On behalf of the Council of the Township of Black River-Matheson, I am writing to express our concerns regarding the mandatory firefighter certification requirements under Ontario Regulation 343/22.

At its meeting held on June 10th, Council passed the attached resolution formally opposing the implementation of these requirements. While we recognize and support the importance of firefighter training and safety, the regulation as it stands does not adequately reflect the operational realities of small, rural, and northern municipalities.

Communities such as ours rely heavily on volunteer and composite fire departments that already face critical challenges in recruitment, training accessibility, and financial capacity.

Specifically, we are burdened by:

- Geographic barriers and long travel distances to accredited training centres,
- Inconsistent access to instructors and scheduling options,
- Limited budgets and competing capital demands,
- Difficulty in retaining and replacing volunteers due to increased regulatory pressures.

Without additional support, flexibility, or exemption mechanisms, the implementation of O. Reg. 343/22 will severely compromise our ability to provide consistent, timely, and effective fire protection to our residents.

Accordingly, the Council of the Township of Black River-Matheson respectfully requests that the Office of the Fire Marshal and the Ministry of the Solicitor General:

1. Defer full implementation of the certification regulation for rural and northern municipalities,
2. Provide exemptions or alternative compliance pathways tailored to the needs and limitations of small, remote fire services,
3. Increase funding and training supports for municipalities outside major urban centres.

We believe that a one-size-fits-all regulatory model will disproportionately and unfairly affect communities like ours. A more flexible, consultative approach is urgently needed. Thank you for your consideration of this request. We would welcome further discussion and are open to participating in any future consultations or working groups aimed at resolving these challenges collaboratively.

Sincerely,

Dave Dymont, Mayor

/hjl

On behalf of the Council of Black River-Matheson

Encl.: Resolution No.2025-214 – Council Opposition to O. Reg. 343/22

CC:

The Honourable Michael Kerzner, Solicitor General – michael.kerzner@ontario.ca

The Honourable Doug Ford, Premier of Ontario – premier@ontario.ca

John Vanthof, MPP, Timiskaming—Cochrane – jvanthof-co@ndp.on.ca

Association of Municipalities of Ontario (AMO) – amo@amo.on.ca

Federation of Northern Ontario Municipalities (FONOM) – admin@fonom.org

All Ontario Municipalities



Corporation of the Township of Black River - Matheson
 367 Fourth Avenue
 P.O. Box 601
 Matheson, Ontario
 P0K 1N0

**ITEM # 2025-10.b)
 RESOLUTION**

DATE: June 10, 2025

2025-214

Moved by Councillor Steve Campsall
 Seconded by Councillor Alain Bouchard

WHEREAS the Ontario government has enacted O. Reg. 343/22, establishing mandatory certification requirements for firefighters under the Fire Protection and Prevention Act, 1997;

AND WHEREAS Council for the Township of Black River-Matheson acknowledges the importance of standardized firefighter training and safety;

AND WHEREAS these mandatory certification requirements pose significant challenges for small, rural, and northern municipalities due to limited financial and training resources, geographic barriers, and reliance on volunteer fire departments;

AND WHEREAS the implementation of these requirements without additional flexibility or support may negatively impact the Township's ability to recruit and retain volunteer firefighters and provide adequate fire protection to its residents;

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Township of Black River-Matheson formally opposes the mandatory firefighter certification requirements as currently outlined in O. Reg. 343/22;

AND FURTHER THAT this resolution be forwarded to the Solicitor General, Premier of Ontario, MPP John Vanthof, the Fire Marshal, AMO, FONOM, and all Ontario municipalities

CARRIED DEFEATED

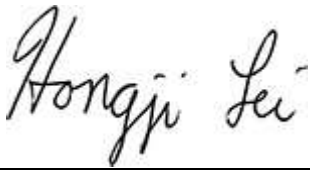
CHAIR SIGNATURE

Original Amendment Refer Defer Reconsider Withdrawn

Recorded Vote-TO BE COMPLETED BY CLERK ONLY

	YEAS	NAYS
Mayor Dave Dymont		
Councillor Allen		
Councillor Charbonneau		
Councillor Campsall		

Councillor McCutcheon		
Councillor Gadoury		
Councillor Bouchard		



Hong Ji Lei
Town Manager/Clerk



Northumberland County Council Resolution

SENT VIA EMAIL

June 25, 2025

Right Honourable Mark Carney (Prime Minister of Canada)
Honourable Philip Lawrence (MP for Northumberland-Clarke)
Honourable Doug Ford (Premier of Ontario)
Honourable Victor Fedeli (Minister of Economic Development, Job Creation and Trade)
Honourable Paul Calandra (Minister of Municipal Affairs and Housing)
Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development)
Association of Municipalities of Ontario (AMO)
Federation of Canadian Municipalities (FCM)
Northumberland County's 7 Member Municipalities
All Ontario municipalities

**Re: Correspondence, Township of Mulmur
'Procurement and Advocacy for Trade Agreement Exemptions'**

At a meeting held on June 18, 2025 Northumberland County Council approved Council Resolution # 2025-06-18-508, adopting the below recommendation from the June 3, 2025 Finance and Audit Committee meeting:

Moved by: Councillor John Logel
Seconded by: Councillor Scott Jibb

"**That** the Finance and Audit Committee, having considered the correspondence from the Township of Mulmur regarding 'Procurement Advocacy for Trade Agreement Exemptions', recommend that County Council support this correspondence and direct staff to send a copy of this resolution to key stakeholders, including the stakeholders listed in the correspondence, as well as the MP for Northumberland - Clarke, MPP for Northumberland-Peterborough South, and Northumberland County's 7 Member Municipalities."

Council Resolution # 2025-06-18-508

Carried

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at matherm@northumberland.ca or by telephone at 905-372-3329 ext. 2238.

Sincerely,
Maddison Mather



Manager of Legislative Services / Clerk
Northumberland County

Council Resolution

Moved By J. Logel (SL)
 Seconded By S. Dibb (SS)


Agenda Item 10 Resolution Number
 2025-06-18- 508

Council Date: June 18, 2025

"That Council adopt all recommendations from the six Standing Committees, as contained within the Committee Minutes (meetings held June 2, 3 and 4, 2025).

Recorded Vote Requested by _____
 Councillor's Name

Deferred _____
 Warden's Signature

Carried  _____
 Warden's Signature

Defeated _____
 Warden's Signature

Finance & Audit Committee Resolution

Committee Meeting Date: June 3, 2025

Agenda Item: 7.a

Resolution Number: 2025-06-03- 444

Moved by: M. Martin

Seconded by: B. Ostrander

Council Meeting Date: June 18, 2025

"That the Finance and Audit Committee, having considered the correspondence from the Township of Mulmur regarding 'Procurement Advocacy for Trade Agreement Exemptions', recommend that County Council support this correspondence and direct staff to send a copy of this resolution to key stakeholders, including the stakeholders listed in the correspondence, as well as the MP for Northumberland - Clarke, MPP for Northumberland-Peterborough South, and Northumberland County's 7 Member Municipalities."

Carried 
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature



758070 2nd Line E
Mulmur, Ontario
L9V 0G8

Local **(705) 466-3341**
Toll Free from 519 only **(866) 472-0417**
Fax **(705) 466-2922**

April 11, 2025

Procurement & Advocacy for Trade Agreement Exemptions

At the meeting held on April 2, 2025, Council of the Township of Mulmur passed the following resolution:

Moved by Lyon and Seconded by Cunningham

Whereas the Township of Mulmur recognizes that tariffs may increase the costs of goods and services sought by the Township;

And whereas the Township of Mulmur recognizes the importance of supporting Canadian businesses and workers through responsible procurement practices;

And whereas municipalities have significant purchasing power but are bound by international trade agreements;

And whereas trade agreements such as the Canadian Free Trade Agreement (CFTA) impose restrictions on municipalities, and prevent municipalities from giving preference to Canadian suppliers in procurement decisions above certain thresholds;

Now therefore be it resolved that the Township of Mulmur commits to considering Canadian suppliers for goods and services when it is feasible and fiscally responsible to do so for procurements under trade agreement thresholds:

And that the Township of Mulmur commits to continue to utilize cooperative purchasing groups to explore cost-saving measures and Canadian suppliers when it is feasible and fiscally responsible to do so.

And that the Township of Mulmur calls upon the Canadian federal and provincial governments to enact legislative changes to exempt municipalities from trade agreement restrictions while tariffs are imposed, allowing them to give preference to Canadian suppliers for goods, services, and infrastructure projects.

And further that a copy of this resolution be sent to:

- The Prime Minister of Canada
- The Premier of Ontario
- The Minister of Economic Development, Job Creation and Trade
- The Minister of Municipal Affairs and Housing
- The Association of Municipalities of Ontario (AMO)
- The Federation of Canadian Municipalities (FCM)
- All Ontario municipalities for their consideration and support.

Carried.

Sincerely,

Roseann Knechtel

Roseann Knechtel, Clerk

Department of Development &
Property



9 INTERNATIONAL DRIVE
PEMBROKE, ON, CANADA
K8A 6W5
613-735-3204
FAX: 613-735-2081
www.countyofrenfrew.on.ca

REQUEST FOR COMMENTS

June 9, 2025

Clerk
Township Of Brudenell, Lyndoch & Raglan
42 Burnt Bridge Road
Palmer Rapids, ON K0J 2E0

dclerk@blrtownship.ca

Dear Sir/Madame:

**Re: Application for Consent from Mervin Gogolin
Part of Lots 28 & 29, Concession 14, Raglan
Township of Brudenell, Lyndoch & Raglan
B48/25 (125m x 100m – 1.25 ha.)**

The above referenced Application For Consent has been received for consideration by the County of Renfrew. A copy of the application is attached. In accordance with Sections 53(11) and 53(5)(a) of the Planning Act, your written comments are required.

A Notice of an Application for Consent is attached that includes a key map showing the location of the proposed consent.

Would you kindly gather internal agency comments and submit them with yours.

Yours truly,

Alana Zadow

Alana Zadow, ACST
Secretary-Treasurer
Land Division Committee
azadow@countyofrenfrew.on.ca
/az
Enclosures

B48/25



Name of Approval Authority:
 County of Renfrew
 9 International Drive
 Pembroke, ON K8A 6W5
 Tel: 613-735-7288
 Fax: 613-735-2081
 Toll Free: 1-800-273-0183
www.countyofrenfrew.on.ca

APPLICATION FOR CONSENT
 Under Section 53 of the Planning Act

Please print and complete or (✓) appropriate box(es).

Black arrows (▶) denote prescribed information required under Ontario Regulation 197/96 **JUN 05 2025**

1. OWNER INFORMATION (Please use additional page for owners with different addresses.)

▶ 1.1 Name of Owner(s): Mervin Gogolin			
Mailing Address: 145 Gogolin Rd	Town/City Palmer Rapids	Province: ON	Postal Code: K0J 2E0
Telephone No.: (Home) 613-312-9866	(Work)	(Fax):	
Email Address: gogolinfarms@gmail.com			
▶ 1.2 Name of Owner's Authorized Agent /authorized Purchaser (if applicable): Brittney Gogolin			
Mailing Address: 145 Gogolin Rd	Town/City Palmer Rapids	Province: ON	Postal Code: K0J 2E0
Telephone No.: (Home) 613-334-7240	(Work)	(Fax):	
Email Address: brittneygogolin20@gmail.com			
▶ 1.3 Please specify to whom all communications should be sent: Owner Agent Both			

2. DESCRIPTION OF THE SUBJECT LAND (Severed and Retained)

Complete **applicable** boxes in 2.1

▶ 2.1 Municipality: Brudenell, Lyndoch, Raglan Former Township: Raglan Lot(s) No.: 28 + 29 Concession: 14 Civic Address of Subject Lands/Road Name: Gogolin Rd	Subdivision Lot(s) No.:
	Subdivision Plan No.:
	Part(s) No.:
	Reference Plan No.:
	49R-
▶ 2.2 Are there any existing easements or restrictive covenants affecting the subject land? No Yes If Yes , describe each easement or covenant and its effect.	

3. PURPOSE OF THIS APPLICATION

▶ 3.1 Type and purpose of proposed transaction (✓ appropriate box):		
Creation of a New Lot ✓	Lot Addition/Lot Line Adjustment (see also 3.2)	Create Easement/ Right-of-Way
Certificate for Retained Lands (see also 8.1)	A Charge / Mortgage	A Lease
A Correction of Title	Other Purpose:	

▶ 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged: *Brittney Gogolin + Christopher Guinther*

4. INFORMATION REGARDING THE LAND INTENDED TO BE SEVERED, THE LAND TO BE RETAINED AND THE LAND TO BE ADDED TO (if applicable)

▶ 4.1 Dimensions		Severed	Retained	Lands being enlarged/ added to
Road Frontage		125 m	1150 +/- m	m
Depth		100 m	755 +/- m	m
Area		1.25 ha	33.75 +/- ha	ha
▶ 4.2 Use of the Property	Existing Use(s)	Vacant land	Vacant land	
	Proposed Use(s)	Building lot	Vacant land	
▶ 4.3 Buildings or Structures	Existing	none	1 barn 2 Solar Panel	
	Proposed	House	1 barn 2 Solar Panel	
▶ 4.4 Official Plan Designation		Rural	Rural and Environmental Protection	
▶ 4.5 Current Zoning		Rural marginal	Rural marginal - Exception two (RUE2) + SW	

▶ 4.6 Access (✓ appropriate space)	Severed	Retained	Lands being enlarged/ added to
Provincial Highway			
Municipal Road, maintained all year	✓	✓	
Municipal Road, seasonally maintained			
County Road			
Crown Road			
Other Public Road			
Registered Right of Way (see 4.7)			

	Private Road (Unregistered) (see 4.7)			
	Water Access (see below)			

If water access only, state the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road (attach schedule if more room is required):

▶ 4.7 If access to the subject land is not by a public road, you MUST include proof of your right of access. (include Transfer/Deed).
 Will a road extension be required? Yes No

▶ 4.8 Water Supply (✓ type of existing service OR type that would be used if lands were to be developed)		Severed	Retained	Lands being enlarged/ added to
	Publicly owned and operated piped water system			
	Privately owned and operated individual well	✓	✓	
	Privately owned and operated communal well			
	Lake or other water body			
	Other means			
▶ 4.9 Sewage Disposal (✓ type of existing service OR type that would be used if lands were to be developed)	Publicly owned and operated sanitary sewage system			
	Privately owned and operated individual septic system	✓	✓	
	Privately owned and operated communal septic system			
	Privy			
	Other means			
▶ 4.10 Other Services (✓ if service is available)	Electricity	✓	✓	
	School Busing	✓	✓	
	Garbage Collection			

5. PROVINCIAL POLICY STATEMENT

▶ 5.1 Is the requested consent consistent with the Provincial Policy Statement issued under Section 3(1) of the Planning Act? Yes No

6. HISTORY OF THE SUBJECT LAND

▶ 6.1 Has the subject land ever been the subject of an application for approval of a Plan of Subdivision under Section 51 of the Planning Act, or an application for Consent (Severance) under Section 53 of the Planning Act? Yes No Unknown

If you answered **Yes** in 6.1, and if you **Know**, please specify the file number of the application.

B111/98

6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application and provide the previous file number.

▶ 6.3 Has any land been severed from the parcel originally acquired by the current owner of the subject land?

Yes

No

If **Yes**, provide for each parcel severed, the date of transfer, the name of the transferee and the land use on the severed land:

7. OTHER CURRENT APPLICATIONS

▶ 7.1 Is the subject land the subject of any other application under the Planning Act such as an additional Application for Consent (ie. severance), Zoning By-Law amendment, Official Plan amendment, Minister's Zoning order, Minor Variance, or approval of a Plan of Subdivision?

Yes

No

Unknown

If **Yes**, and if **Known**, specify the appropriate file number and status of the application.

8. REQUEST FOR CERTIFICATE FOR RETAINED LANDS

▶ 8.1 Does the application include a request referred to in clause 53 (42.1) (a) of the Act for a Certificate of Official for the Retained lands.

Yes

No

▶ 8.2 If yes, has the applicant provided a lawyer's statement that there is no land abutting the subject land that is owned by the owner of the subject land other than land that could be conveyed without contravening section 50 of the Act.

Yes

No

▶ 8.3 And, has the lawyer's statement must also provide a legal description for use in the requested Certificate of Official for the retained lands.

Yes

No

9. SKETCH

▶ 9.1 Please attach a sketch to the one original and one duplicate consent applications. Each sketch shall have the severance parcel outlined in red and the retained parcel in green.

▶ 9.2 The sketch shall show the following information:

- a. the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
- b. the approximate distance between the subject land and the nearest township lot line or landmark, such as a bridge or railway crossing;
- c. the boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- d. the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- e. the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks*) that are
 - i. located on the subject lands and on land that is adjacent to it, and

- ii. in the applicant's opinion may affect the application;
- f. the current uses of land that is adjacent to the subject land (for example residential, agricultural or commercial);
- g. the location, width and name of any roads within or abutting the subject land indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way;
- h. if access to the subject land will be by water only, the location of the parking and boat docking facilities to be used; and
- i. the location and nature of any easement affecting the subject land.

* Please show the location of any well, septic tank, septic field, or weeping bed on both the severed and retained parcels and the setbacks for any existing well, septic tank, septic field and/or weeping bed from the proposed new lot line.

10. OTHER INFORMATION

▶ 10.1 Is there any other information that you think may be useful to the County of Renfrew or other agencies in reviewing this application? If so, explain below or attach on a separate page.

NO

11. AFFIDAVIT OR SWORN DECLARATION OF APPLICANT/AUTHORIZED PURCHASER

▶ 11.1 Affidavit or Sworn Declaration for the Prescribed Information

I, BRITNEY GOGOLIN
BRUDENELL, LYNDONCH + RAGLIN
COUNTY OF RENFREW

of the Town(ship) of _____
 in the _____

solemnly declare that the information required by O. Regulation 547/06 and all other information required in this application, including supporting documentation, are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the **Canada Evidence Act.**

Britney Gogolin

Signature of Applicant

Sworn (or declared) before me at the CITY OF PEMBROKE
 in the PROVINCE OF ONTARIO
 this 5 day of JUNE, 20 25.

Alana Leigh Zadow, a Commissioner, etc.,
 County of Renfrew, for the Corporation of the
 County of Renfrew Expires November 17, 2026.

Alana Zadow

A Commissioner for Taking Affidavits, etc.

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 County to such persons as the County 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.

12. OWNER'S AUTHORIZATION IF THE OWNER IS NOT MAKING THE APPLICATION
(Please complete either 12.1, 12.2 or 12.3 whichever is applicable.)

▶ 12.1 If the owner is not making the application, the following owner's authorization is required.

AUTHORIZATION OF OWNER(S) FOR AGENT TO MAKE THE APPLICATION

I, Merrin Gogolin, am the owner(s) of the land that is the subject of this application for a consent and I/we authorize Brittney Gogolin to make this application and provide instruction/information on my/our behalf.

April 21 2025
Date

Merrin Gogolin
Signature of Owner

Date

Signature of Owner

▶ 12.2 If the owner is a Corporation, and is not making the application, the following owner's authorization is required.

CORPORATE AUTHORIZATION OF OWNER(S) FOR AGENT TO MAKE THE APPLICATION

I, _____, am an Officer/Director of the Corporation, that is the owner of the land that is the subject of this Application for Consent, and I hereby authorize _____ to make this application and provide instruction/information on behalf of the Corporation.

Name of Corporation:

Date

Signature of Corporate Representative & Title

Date

Signature of Corporate Representative & Title

(I/We have authority to bind the corporation in the absence of a corporate seal.)

▶ 12.3 If the owner is not making the application, the following owner's authorization is required.

Signature of Power of Attorney

I am the Power of Attorney for

the owner/applicant of the subject lands appointed on the _____ day of _____, 20 ____.

The Power of Attorney document is currently in force and has not been revoked.

Signature of Power of Attorney

FOR OFFICE USE ONLY

Committee File No.: B48/25

Hearing Date (if appl.):

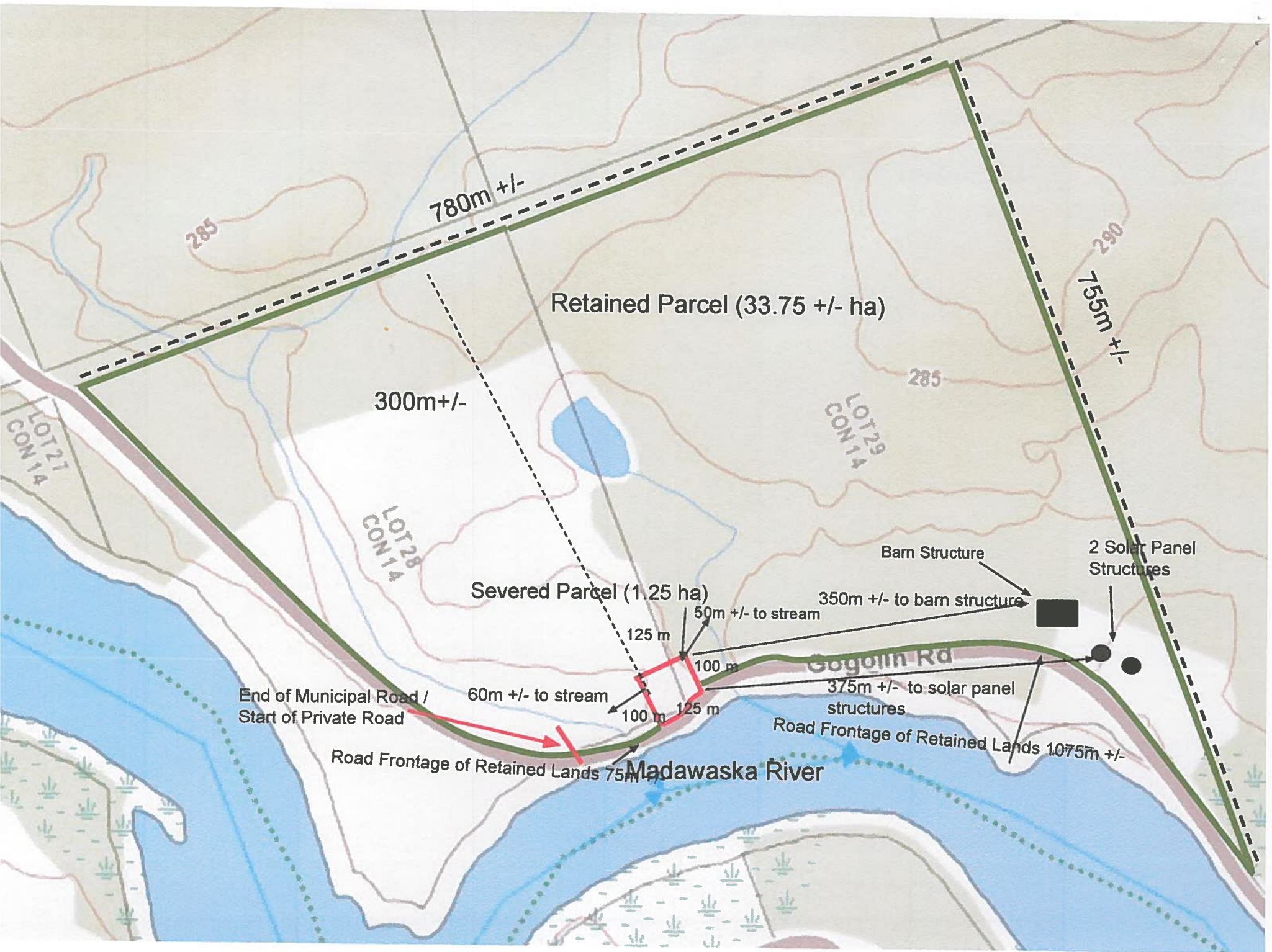
Date of Receipt of Application: June 5/25

Date deemed complete: June 5/25

Checked by: [Signature]

Authorization of Owner Received: Yes No N/A

Date: June 5/25 Alan Jadow
Secretary-Treasurer, Land Division Committee





THE CORPORATION OF THE TOWNSHIP OF BRUDENELL, LYNDOKH AND RAGLAN

BY-LAW NUMBER 2025-32

A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF BRUDENELL, LYNDOKH AND RAGLAN TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$275,000.00 TOWARDS THE COST OF 2025 FREIGHTLINER COMBINATION PLOW ROLLOFF TRUCK

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The Township of Brudenell, Lyndoch and Raglan (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$275,000.00 dated July 15, 2025 and maturing on July 15, 2035, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Township of Brudenell, Lyndoch and Raglan ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$275,000.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$275,000.00 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$275,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated July 15, 2025, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.82% per annum and mature during a period of 10 years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by July 15, 2035 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the

Municipality in each year as set out in Schedule “C” to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder’s duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously

or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 2nd day of July, 2025

By-law read a third time and finally passed this 2nd day of July, 2025

Valerie Jahn
Mayor

Virginia Phanenhour
Clerk-Treasurer

The Corporation of The Township of Brudenell, Lyndoch and Raglan

Schedule “A” to By-law Number 2025-32

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2025-20	2025 Freightliner Combination Plow Rolloff Truck	\$275,000.00	\$0.00	\$275,000.00	10 years

The Corporation of The Township of Brudenell, Lyndoch and Raglan

Schedule “B” to By-law Number 2025-32

No. 2025-32

\$275,000.00

C A N A D A
Province of Ontario

The Corporation of The Township of Brudenell, Lyndoch and Raglan

FULLY REGISTERED 3.82% SERIAL DEBENTURE

The Corporation of The Township of Brudenell, Lyndoch and Raglan (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (July 15, 2035), the principal amount of

TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS

----- (\$275,000.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (July 15, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.82% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Brudenell, Lyndoch and Raglan as at the 15th day of July, 2025.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2025-32 of the Municipality duly passed on the 2nd day of July, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: July 15, 2025

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

(Seal) _____

Valerie Jahn, Mayor

Virginia Phanenhour, Clerk-Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$275,000.00 dated July 15, 2025 and maturing on July 15, 2035 payable in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

July 15, 2025

Reiche Law

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on October 15, 2025 and ending on July 15, 2035, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE TOWNSHIP OF BRUDENELL, LYNDOK AND RAGLAN

Schedule "C" to By-law Number 2025-32

Loan.....: 3075
 Name.....: Brudenell, Lyndoch and Raglan, The Corporation of
 Principal: 275,000.00
 Rate.....: 03.8200
 Term.....: 120
 Am Period: 0
 Compound.: Quarter
 Paid.....: Quarter
 Plan.....: Fixed Principal
 Accel.....: no
 Method...: Simple
 Prin/Int.: 9,522.84
 Total Int: 53,887.76
 Remaining: 0.00
 Matures...: 07/15/2035

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/15/2025	9,522.84	6,875.00	2,647.84	268,125.00
2	01/15/2026	9,456.64	6,875.00	2,581.64	261,250.00
3	04/15/2026	9,335.76	6,875.00	2,460.76	254,375.00
4	07/15/2026	9,297.63	6,875.00	2,422.63	247,500.00
5	10/15/2026	9,258.05	6,875.00	2,383.05	240,625.00
6	01/15/2027	9,191.86	6,875.00	2,316.86	233,750.00
7	04/15/2027	9,076.73	6,875.00	2,201.73	226,875.00
8	07/15/2027	9,035.72	6,875.00	2,160.72	220,000.00
9	10/15/2027	8,993.27	6,875.00	2,118.27	213,125.00
10	01/15/2028	8,927.07	6,875.00	2,052.07	206,250.00
11	04/15/2028	8,839.29	6,875.00	1,964.29	199,375.00
12	07/15/2028	8,773.81	6,875.00	1,898.81	192,500.00
13	10/15/2028	8,728.48	6,875.00	1,853.48	185,625.00
14	01/15/2029	8,662.29	6,875.00	1,787.29	178,750.00
15	04/15/2029	8,558.68	6,875.00	1,683.68	171,875.00
16	07/15/2029	8,511.91	6,875.00	1,636.91	165,000.00
17	10/15/2029	8,463.70	6,875.00	1,588.70	158,125.00
18	01/15/2030	8,397.51	6,875.00	1,522.51	151,250.00
19	04/15/2030	8,299.65	6,875.00	1,424.65	144,375.00
20	07/15/2030	8,250.00	6,875.00	1,375.00	137,500.00
21	10/15/2030	8,198.92	6,875.00	1,323.92	130,625.00
22	01/15/2031	8,132.72	6,875.00	1,257.72	123,750.00
23	04/15/2031	8,040.62	6,875.00	1,165.62	116,875.00
24	07/15/2031	7,988.10	6,875.00	1,113.10	110,000.00

25 10/15/2031	7,934.13	6,875.00	1,059.13	103,125.00
26 01/15/2032	7,867.94	6,875.00	992.94	96,250.00
27 04/15/2032	7,791.67	6,875.00	916.67	89,375.00
28 07/15/2032	7,726.19	6,875.00	851.19	82,500.00
29 10/15/2032	7,669.35	6,875.00	794.35	75,625.00
30 01/15/2033	7,603.15	6,875.00	728.15	68,750.00
31 04/15/2033	7,522.57	6,875.00	647.57	61,875.00
32 07/15/2033	7,464.29	6,875.00	589.29	55,000.00
33 10/15/2033	7,404.57	6,875.00	529.57	48,125.00
34 01/15/2034	7,338.37	6,875.00	463.37	41,250.00
35 04/15/2034	7,263.54	6,875.00	388.54	34,375.00
36 07/15/2034	7,202.38	6,875.00	327.38	27,500.00
37 10/15/2034	7,139.78	6,875.00	264.78	20,625.00
38 01/15/2035	7,073.59	6,875.00	198.59	13,750.00
39 04/15/2035	7,004.51	6,875.00	129.51	6,875.00
40 07/15/2035	6,940.48	6,875.00	65.48	0.00
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		328,887.76	275,000.00	53,887.76

C A N A D A
Province of Ontario
The Corporation of The Township of Brudenell, Lyndoch and Raglan

FULLY REGISTERED 3.82% SERIAL DEBENTURE

The Corporation of The Township of Brudenell, Lyndoch and Raglan (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (July 15, 2035), the principal amount of

TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS

----- (\$275,000.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (July 15, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.82% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Brudenell, Lyndoch and Raglan as at the 15th day of July, 2025.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2025-32 of the Municipality duly passed on the 2nd day of July, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: July 15, 2025

(Seal) _____

Valerie Jahn, Mayor

Virginia Phanenhour, Clerk-Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount of \$275,000.00 dated July 15, 2025 and maturing on July 15, 2035 payable in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of October, the fifteenth day of January, the fifteenth day of April, and the fifteenth day of July, commencing on October 15, 2025 in each of the years 2025 to 2035, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule “C” to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the “**Debenture**”) is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

July 15, 2025

Reiche Law

[no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
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8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
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16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

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9	10/15/2027	8,993.27	6,875.00	2,118.27	213,125.00
10	01/15/2028	8,927.07	6,875.00	2,052.07	206,250.00
11	04/15/2028	8,839.29	6,875.00	1,964.29	199,375.00
12	07/15/2028	8,773.81	6,875.00	1,898.81	192,500.00
13	10/15/2028	8,728.48	6,875.00	1,853.48	185,625.00
14	01/15/2029	8,662.29	6,875.00	1,787.29	178,750.00
15	04/15/2029	8,558.68	6,875.00	1,683.68	171,875.00
16	07/15/2029	8,511.91	6,875.00	1,636.91	165,000.00
17	10/15/2029	8,463.70	6,875.00	1,588.70	158,125.00
18	01/15/2030	8,397.51	6,875.00	1,522.51	151,250.00
19	04/15/2030	8,299.65	6,875.00	1,424.65	144,375.00
20	07/15/2030	8,250.00	6,875.00	1,375.00	137,500.00
21	10/15/2030	8,198.92	6,875.00	1,323.92	130,625.00
22	01/15/2031	8,132.72	6,875.00	1,257.72	123,750.00
23	04/15/2031	8,040.62	6,875.00	1,165.62	116,875.00
24	07/15/2031	7,988.10	6,875.00	1,113.10	110,000.00
25	10/15/2031	7,934.13	6,875.00	1,059.13	103,125.00
26	01/15/2032	7,867.94	6,875.00	992.94	96,250.00
27	04/15/2032	7,791.67	6,875.00	916.67	89,375.00
28	07/15/2032	7,726.19	6,875.00	851.19	82,500.00
29	10/15/2032	7,669.35	6,875.00	794.35	75,625.00

30	01/15/2033	7,603.15	6,875.00	728.15	68,750.00
31	04/15/2033	7,522.57	6,875.00	647.57	61,875.00
32	07/15/2033	7,464.29	6,875.00	589.29	55,000.00
33	10/15/2033	7,404.57	6,875.00	529.57	48,125.00
34	01/15/2034	7,338.37	6,875.00	463.37	41,250.00
35	04/15/2034	7,263.54	6,875.00	388.54	34,375.00
36	07/15/2034	7,202.38	6,875.00	327.38	27,500.00
37	10/15/2034	7,139.78	6,875.00	264.78	20,625.00
38	01/15/2035	7,073.59	6,875.00	198.59	13,750.00
39	04/15/2035	7,004.51	6,875.00	129.51	6,875.00
40	07/15/2035	6,940.48	6,875.00	65.48	0.00

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		328,887.76	275,000.00	53,887.76	

CERTIFICATE OF THE CLERK

To: Reiche Law

And To: OILC

IN THE MATTER OF an issue of a 10 years, 3.82% serial debenture of The Corporation of The Township of Brudenell, Lyndoch and Raglan (the "**Municipality**") in the principal amount of \$275,000.00 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2025-32 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Virginia Phanenhour, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the July 2, 2025 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.
8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.
9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.
10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The Township of Brudenell, Lyndoch and Raglan as at the 15th day of July, 2025.

[AFFIX SEAL]

Virginia Phanenhour, Clerk

CERTIFICATE OF THE TREASURER

To: Reiche Law

And To: OILC

IN THE MATTER OF an issue of a 10 years, 3.82% serial debenture of The Corporation of The Township of Brudenell, Lyndoch and Raglan (the "**Municipality**") in the aggregate principal amount of \$275,000.00, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2025-32 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Virginia Phanenhour, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. On or before 15th day of July, 2025, I as Treasurer, signed the fully registered serial debenture numbered 2025-32 in the aggregate principal amount of \$275,000.00 dated July 15, 2025, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").

9. On or before July 15, 2025, the OILC Debenture was signed by Valerie Jahn, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

10. The said Valerie Jahn, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

DATED at The Corporation of The Township of Brudenell, Lyndoch and Raglan as at the 15th day of July, 2025.

Virginia Phanenhour
Treasurer

I, Valerie Jahn, Mayor of the Municipality do hereby certify that the signature of Virginia Phanenhour, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Valerie Jahn
Mayor

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDOKH AND RAGLAN**

BYLAW NO. 2025-33

Being a By-Law to Authorize the Execution of an Agreement
Between the Council of the Corporation of the Township
of Brudenell, Lyndoch and Raglan and
Circular Materials Ontario

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25 provides that, except where otherwise provided, the powers of the Council shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan deems it expedient to enter into a Depot Operations Agreement with Circular Materials Ontario

NOW THEREFORE the Corporation of the Township of Brudenell, Lyndoch and Raglan enacts as follows:

1. THAT the Mayor and the Clerk-Treasurer are hereby authorized to sign on behalf of the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. THAT this by-law shall come into force and take effect upon the date of final passing thereof.

Read and adopted by Resolution 2025-07-02-XX this 2nd Day of July, 2025.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour



Schedule A to By-Law 2025-33

**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2025 -00-010

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

Between

The Corporation of the Township of Brudenell, Lyndoch and Raglan a corporation incorporated under the laws of Ontario, having a place of business at 42 Burnt Bridge Road Box 40 Palmer Rapids, Ontario K0J 2E0 ("Contractor")

And

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

RECITALS

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

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

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

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

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

1. Beginning on the Eligible Community Service Commencement Date listed in Exhibit 3, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the Eligible Community Service Commencement Date listed in Exhibit 3 until December 31, 2028. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "Agreement Term".

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

[Remainder of Page Intentionally Left Blank]



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

**The Corporation of the Township of
Brudenell, Lyndoch and Raglan**

By: _____
Name: Virginia Phanenhour
Title: Clerk-Treasurer

By: _____
Name: Tammy Thompson
Title: Deputy Clerk

By: _____
Name: Valerie Jahn
Title: Mayor

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

“BLUE BOX MATERIAL” has the meaning set out in the Regulation.

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

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

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

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

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

“CONTRACT PRICE” means the total price payable under this Agreement, as set forth in Exhibit 4.

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

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

“DEPOT” means a depot listed in Exhibit 2 or a New Depot.

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

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

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

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

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

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

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

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

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

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

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

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

“PERSON” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

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

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

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

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

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

“RESIDENTIAL DEPOT OPERATION COSTS” has the meaning set out in Exhibit 4.

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

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

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

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 3.5 of Exhibit 1.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” dated June 1, 2021 and amended December 15, 2022 and February 23, 2024, as revised from time to time.

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

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

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

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

1.2 Interpretation

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

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this Agreement may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates (“RLG”) as the Manager. Notwithstanding any other provision in this Agreement, CMO may identify, in writing, its rights under this Agreement, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents provided to CMO or that may be requested by CMO and may request copies of documents;
 - (ii) shall be notified, along with CMO, pursuant to Sections 1.5 and 1.6 of Exhibit 4 and Section 8.9(b) of Exhibit 1; and
 - (iii) may provide notice to the Contractor pursuant to Section 7.3(d) of Exhibit 1.

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is collected from Eligible Sources in an Eligible Community listed in Exhibit 3 in two streams, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Labour Disruption

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

3.4 Access to the Work

- (a) Without limiting the generality of any other provision in this Agreement, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.4 of Exhibit 1 for the administration of this Agreement and any internal purposes.

3.5 Subcontractors

- (a) The Contractor may, subject to this Section 3.5, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause its Subcontractors to, perform the Work in accordance with the provisions of this Agreement.
- (b) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this Agreement that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

ARTICLE 4

SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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

ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

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

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

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

(b) CMO Indemnity

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

7.2 Limited Liabilities

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

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

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

7.3 Force Majeure

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

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

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

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

7.4 Agreement Termination

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

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

7.5 Remedies

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

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

7.6 Disputes

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

7.7 Arbitration

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

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

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

to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

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

8.6 Insurance

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

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

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

8.7 Changes to Agreement

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

8.8 Change Management

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

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

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

Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.

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

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

8.9 Conflicts and Omissions

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

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

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

8.12 Severability

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

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

8.13 Survival

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

8.14 Further Assurances

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

8.15 Revisions to this Agreement

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

8.16 Counterparts

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



8.17 Notice

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

To CMO:

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

Email: procurement@circularmaterials.ca

With a copy to Manager:

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

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Township of Brudenell, Lyndoch and Raglan
42 Burnt Bridge Road Box 40
Palmer Rapids, Ontario K0J 2E0
Attention: Tammy Thompson, Deputy Clerk

Email: deputyclerk@blrtownship.ca

And

Jordan Genrick, Operations Manager,

Email: manager@blrtownship.ca

And

Virginia Phanenhour, Clerk-Treasurer

Email: clerk-treasurer@blrtownship.ca

EXHIBIT 2: DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Township of Brudenell, Lyndoch and Raglan	Brudenell Waste Site	6824 Brudenell Road	Brudenell	K0J 2A0	Wednesday: 1:00 pm – 6:00 pm Saturday: 1:00 pm – 4:00 pm Holidays: CLOSED	Wednesday: 5 hours Saturday: 3 hours Holidays: CLOSED
	Lyndoch Transfer Station	876 Addington Road	Quadeville	K0J 2G0	Tuesday & Friday: 2:30 pm – 6:30 pm Holidays: CLOSED	Tuesday: 4 hours Friday: 4 hours Holidays: CLOSED
	Raglan Transfer Station	2306 Schutt Road	Palmer Rapids	K0J 2E0	Tuesday: 9:00 am – 12:00 pm Thursday: 2:00 pm – 6:00 pm Saturday: 8:00 am -11:00 am Holidays: CLOSED	Tuesday: 3 hours Thursday: 4 hours Saturday: 3 hours Holidays: CLOSED
	Brudenell Waste Site	6824 Brudenell Road	Brudenell	K0J 2A0	Wednesday: 1:00 pm – 6:00 pm Saturday: 1:00 pm – 4:00 pm Holidays: CLOSED	Wednesday: 5 hours Saturday: 3 hours Holidays: CLOSED

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



EXHIBIT 3: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of Brudenell, Lyndoch and Raglan	December 31, 2025

EXHIBIT 4: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 1,204 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus
 - (b) Residential Depot Operation Costs.

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$ 1, 687.40, as adjusted in accordance with this Agreement.

1.10 Total Residential Depot Operation Costs Adjustment

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

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

- (b) The “**Base Residential Depot Operation Costs**” is the Residential Depot Operation Costs set out in Section 1.9 of this Exhibit 4.
- (c) The “**Non-Fuel Price Component**” is 100% of the Base Residential Depot Operation Costs.
- (d) For the first calendar month immediately following the first annual anniversary of the Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “Non-Fuel Price Component Adjustment” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Eligible Community Service Commencement Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Operation Costs, for such calendar month and for each of the subsequent eleven (11) calendar months.

1.11 CPI Index

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

1.12 Changes to CPI Index

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

**THE CORPORATION OF THE TOWNSHIP
OF BRUDENELL, LYNDOKH AND RAGLAN**

BYLAW NO. 2025-34

Being a By-Law to confirm the proceedings of the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan at its Regular Council Meeting of July 2, 2025.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25 provides that, except where otherwise provided, the powers of the Council shall be exercised by bylaw;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby enacts as follows:

1. THAT the actions of the Council at its Regular Council Meeting of July 2, 2025, in respect of each motion, resolution and other action passed and taken by the Council at its said meeting, 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 bylaw.
2. THAT the Head of Council and proper officers of the Corporation of the Township of Brudenell, Lyndoch and Raglan 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 Brudenell, Lyndoch and Raglan to all such documents.
3. This bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2025-07-02-XX this 2nd Day of July, 2025.

Mayor, Valerie Jahn

Clerk-Treasurer, Virginia Phanenhour