



Township of Douro-Dummer Revised Agenda for a Regular Meeting of Council

Tuesday, November 21, 2023, 5:00 p.m.
Council Chambers in the Municipal Building

Please note, that Council may, by general consensus, change the order of the agenda, without prior notification, in order to expedite the efficiency of conducting business

Electronic Meetings

Regular and Special meetings of Council are being held in person and electronically. Regular Meetings are recorded and live-streamed on the Township YouTube channel. Special Meetings will be recorded and live-streamed where feasible.

To watch the meeting live or access a recording please visit the Township's YouTube Channel

https://www.youtube.com/channel/UCPpzm-uRBZRDjB89o2X6R_A

Please contact the Acting Clerk if you require an alternative method to virtually attend the meeting.
martinac@dourodummer.on.ca or 705-652-8392 x210

	Pages
1. Call to Order	
2. Land Acknowledgement	
3. Moment of Silent Reflection	
4. Disclosure of Pecuniary Interest:	
5. Adoption of Agenda: November 21, 2023	
6. Adoption of Minutes and Business Arising from the Minutes	
6.1 Special Council Meeting Minutes - October 31, 2023	1
6.2 Special Council Meeting Minutes - November 1, 2023	3
6.3 Special Council Meeting Minutes - November 7, 2023	6
6.4 Regular Council Meeting Minutes - November 7, 2023	8
7. Consent Agenda (Reports voted upon by ONE motion) - No Debate	
7.1 Peterborough County Council Minutes - October 18, 2023	15

8.	Delegations, Petitions, Presentations or Public Meetings:	
8.1	Public Meeting - Draft 2024 Capital and Operating Budget	21
	Paul Creamer, Interim Treasurer, will review the draft budget and a public meeting shall take place to hear from the public and various Municipal Boards and Committees.	
9.	Public Comment Period - No Debate or Decision	
	A list of registered speakers will be released no later than Monday at 4:30 p.m. The deadline to register is 12-noon on Monday prior to the meeting.	
10.	Staff Reports	
10.1	Report and Capital Project Status	40
10.2	Recycling Depot Operation Agreement – Circular Materials, Public Works-2023-13	45
10.3	Municipal Sign By-law, Building Department-2023-13	118
10.4	Purchasing Report – November 2023, Treasurer-2023-23	144
11.	Committee Minutes and Other Reports:	
11.1	Public Library Board Minutes - July 11, 2023	148
11.2	Police Services Board Minutes - July 26, 2023	152
11.3	Public Library Board Minutes - September 12, 2023	156
11.4	Events Committee Meeting Minutes - October 30, 2023	160
12.	Correspondence – Action Items:	
12.1	Minister responsible for the Federal Economic Development Agency for Southern Ontario - Letter of Congratulations - Douro South Park	162
12.2	Ontario Volunteer Service Awards - Nominations for the 2024 Ontario Volunteer Service Awards	163
12.3	Enbridge - Consultation on the future of natural gas expansion and home heating affordability	164
13.	By-laws:	

13.1	2023-50 - By-law to Regulate the Use and Erection of Signs in the Corporation of the Township of Douro-Dummer	167
13.2	2023-51 - By-law to Authorize an Agreement with Circular Materials Ontario for the Collection of Blue Box Materials from the Hall's Glen Transfer Station	191
14.	Reports derived from previous Notice of Motions	
15.	Notices of Motion - No Debate	
16.	Announcements:	
17.	Closed Session:	
	Reason for Closed Session:	
	Section 239 (2) of the Municipal Act, 2001, S.O. 2001, c. 25	
	(b) personal matters about an identifiable individual, including municipal or local board employees;	
	(c) a proposed or pending acquisition or disposition of land by the municipality or local board;	
17.1	Report from CAO - Update on HR Matter	
17.2	Report from CAO - Update Regarding a proposed or pending acquisition or disposition of land by the municipality or local board	
18.	Rise from Closed Session with or without a Report	
19.	Matters Arising from Closed Session	
20.	Confirming By-law: 2023-52	231
21.	Next Meeting	
	• December 5, 2023 - Regular Council Meeting	
22.	Adjournment	

Minutes of the Special Meeting of Council of the Township of Douro-Dummer

**October 31, 2023, 10:00 AM
Council Chambers in the Municipal Building**

Present:
Mayor Heather Watson
Deputy Mayor Harold Nelson
Councillor Thomas Watt
Councillor Adam Vervoort
Councillor Ray Johnston

Staff Present
CAO - Elana Arthurs
Acting Clerk - Martina Chait-Hartwig
Temporary CBO - Don Helleman
Interim Treasurer - Paul Creamer
Manager of Public Works - Jake Condon
Manager of Recreation Facilities - Mike Mood
Planner - Christina Coulter
Fire Chief - Chuck Pedersen
Mike Garside

1. Reason for Special Meeting:

The Mayor called the meeting to order at 10:00 a.m. and stated the reasons for the Special Meeting was to allow for the presentation of the First Draft of the 2024 Budget to Council.

2. Land Acknowledgement

The Mayor recited the Land Acknowledgement.

3. Disclosure of Pecuniary Interest:

The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

4. Adoption of Agenda: October 31, 2023

Resolution Number 326-2023

Moved By: Councillor Vervoort

Seconded By: Councillor Johnston

That the agenda for the Special Council Meeting, dated October 31, 2023, be adopted, as circulated.

Carried

5. Delegations, Petitions or Presentations:

5.1 Paul Creamer, Interim Treasurer - First Draft - 2024 Budget, Part 1

Resolution Number 327-2023

Moved By: Councillor Vervoort

Seconded By: Councillor Watt

That the presentation of the Fire Department Budget be deferred to November 1, 2023.

Carried

6. Adjournment

Resolution Number 328-2023

Moved By: Councillor Vervoort

Seconded By: Deputy Mayor Nelson

That this meeting adjourn at 11:59 a.m.

Carried

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Minutes of the Special Meeting of Council of the Township of Douro-Dummer

**November 1, 2023, 2:00 PM
Council Chambers in the Municipal Building**

Present:
Mayor Heather Watson
Deputy Mayor Harold Nelson
Councillor Thomas Watt
Councillor Adam Vervoort
Councillor Ray Johnston

Staff Present
CAO - Elana Arthurs
Acting Clerk - Martina Chait-Hartwig
Temporary CBO - Don Helleman
Interim Treasurer - Paul Creamer
Manager of Public Works - Jake Condon
Manager of Recreation Facilities - Mike Mood
Planner - Christina Coulter
Fire Chief - Chuck Pedersen
Mike Garside

1. Reason(s) for Special Meeting:

The Mayor called the meeting to order at 2:06 p.m. and stated that the reasons for the Special Meeting was to allow for the presentation of the first draft of the 2024 budget to Council.

2. Land Acknowledgement

The Mayor recited the Land Acknowledgement.

3. Disclosure of Pecuniary Interest:

The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

4. Adoption of Agenda: November 1, 2023

Resolution Number 329-2023

Moved By: Councillor Vervoort

Seconded By: Councillor Johnston

That the agenda for the Special Council Meeting, dated November 1, 2023, be adopted, as circulated.

Carried

5. Delegations, Petitions or Presentations:

5.1 Paul Creamer, Interim Treasurer - First Draft - 2024 Budget, Part 2

Resolution Number 330-2023

Moved By: Councillor Vervoort

Seconded By: Councillor Johnston

That pre-budget approval be provided to the Manager of Recreation Facilities to allow for the purchase of new windows in the Harvest Room in the amount of \$3,500.00

Carried

6. Confirming By-law: 2023-47

Resolution Number 331-2023

Moved By: Councillor Watt

Seconded By: Deputy Mayor Nelson

That By-law Number 2023-47, being a By-law to confirm the proceedings of the Special Meetings of Council, held on the 31st day of October and the 1st day of November, 2023, be passed in open Council and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto.

Carried

7. Adjournment

Resolution Number 332-2023

Moved By: Councillor Johnston

Seconded By: Councillor Vervoort

That this meeting adjourn at 4:36 p.m.

Carried

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Minutes of the Special Meeting of Council of the Township of Douro-Dummer

**November 7, 2023, 4:00 PM
Council Chambers in the Municipal Building**

Present: Mayor Heather Watson
Deputy Mayor Harold Nelson
Councillor Thomas Watt
Councillor Adam Vervoort
Councillor Ray Johnston

Staff Present CAO - Elana Arthurs
Clerk - Martina Chait-Hartwig
Temporary CBO - Don Helleman
Interim Treasurer - Paul Creamer
Manager of Public Works - Jake Condon
Manager of Recreation Facilities - Mike Mood
Planner - Christina Coulter
Fire Chief - Chuck Pedersen
Mike Garside

1. Reason(s) for Special Meeting:

The Mayor called the meeting to order at 4:00 p.m. and stated the reasons for the Special Meeting is for a presentation regarding the GHG Reduction Pathway Feasibility study.

2. Disclosure of Pecuniary Interest:

The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

3. Adoption of Agenda: November 7, 2023

Resolution Number 333-2023

Moved By: Councillor Watt

Seconded By: Councillor Johnston

That the agenda for the Special Council Meeting, dated November 7, 2023, be adopted, as circulated.

Carried

4. Delegations, Petitions or Presentations:

4.1 Jordan Dermo - Feasibility Study Presentation

Resolution Number 334-2023

Moved By: Councillor Vervoort

Seconded By: Deputy Mayor Nelson

That the presentation from Jordan Dermo, Cimco Tormont, regarding the GHG Reduction Feasibility Study be received. Carried

5. Staff Reports

5.1 GHG Reduction Pathway Feasibility Study, Recreation Facilities-2023-10

Resolution Number 335-2023

Moved By: Councillor Johnston

Seconded By: Councillor Watt

That the report, dated November 7th 2023, regarding GHG Reduction Pathway Feasibility Study be received and that council approve these studies in the 2024 capital budget and allow CIMCO Refrigeration to apply on behalf of the Township of Douro-Dummer for the GHG Reduction Pathway Feasibility Grant at both the Warsaw and Douro Community Centres. Carried

6. Adjournment

Resolution Number 336-2023

Moved By: Councillor Vervoort

Seconded By: Deputy Mayor Nelson

That this meeting adjourn at 4:47 p.m. Carried

Mayor, Heather Watson

Acting Clerk, Martina Chait-Hartwig

Minutes of the Regular Meeting of Council of the Township of Douro-Dummer

November 7, 2023, 5:00 PM
Council Chambers in the Municipal Building

- Member Present:** **Mayor Heather Watson**
 Deputy Mayor Harold Nelson
 Councillor Thomas Watt
 Councillor Adam Vervoort
 Councillor Ray Johnston
- Staff Present:** **CAO - Elana Arthurs**
 Clerk - Martina Chait-Hartwig
 Temporary CBO - Don Helleman
 Interim Treasurer - Paul Creamer
 Manager of Public Works - Jake Condon
 Manager of Recreation Facilities - Mike Mood
 Planner - Christina Coulter
 Fire Chief - Chuck Pedersen
 Mike Garside

1. Call to Order
 With a quorum of Council being present, the Mayor called the meeting to order at 5:04 p.m.
2. Land Acknowledgement
 The Mayor recited the Land Acknowledgement.
3. Moment of Silent Reflection
 Council observed a moment of silent reflection.
4. Disclosure of Pecuniary Interest:
 The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

5. Adoption of Agenda: November 7, 2023

Resolution Number 337-2023

Moved by: Councillor Vervoort

Seconded by: Deputy Mayor Nelson

That the agenda for the Regular Council Meeting, dated November 7, 2023, be adopted, as circulated. Carried

6. Adoption of Minutes and Business Arising from the Minutes

6.1 Council Meeting Minutes - October 17, 2023

Resolution Number 338-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That the minutes from the Regular Council meeting held on October 17, 2023 be received and adopted as presented. Carried

7. Consent Agenda (Reports voted upon by ONE motion) - No Debate

Resolution Number 339-2023

Moved by: Councillor Watt

Seconded by: Councillor Johnston

That the Consent Agenda for November 7, 2023 be received. Carried

7.1 Peterborough County Council Minutes - October 4, 2023

7.2 Municipal Appraisal Form (MAF) for Severance Files B-87-23

7.3 Ministry of Municipal Affairs and Housing - Proposed Legislation to Return Lands to the Greenbelt and Oak Ridges Moraine

8. Delegations, Petitions, Presentations or Public Meetings: None

9. Public Comment Period - No Debate or Decision

9.1 Public Comment List for November 7, 2023: None

10. Staff Reports

10.1 Report and Capital Project Status

Resolution Number 340-2023

Moved by: Councillor Watt

Seconded by: Deputy Mayor Nelson

That the Report and Capital Status document for November 2023 received with thanks. Carried

10.2 Water Bottle Filling Stations, Recreation Facilities-2023-09

Resolution Number 341-2023

Moved by: Councillor Johnston

Seconded by: Deputy Mayor Nelson

That the Recreation Facilities-2023-09 report, dated November 7th 2023, regarding Water Bottle Filling Stations, be received and that \$9,655.34 plus taxes be allocated from the \$17,641.98 carried over into the 2023 budget for the purchase and installation of one water bottle filling station to be installed at the Douro Community Centre and the Warsaw Community Centre.

Carried

10.3 Financial Summary of South Park Redevelopment Project, Treasurer-2023-22

Resolution Number 342-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Watt

That the report, dated November 7, 2023, regarding the Financial Summary of the South Park Redevelopment Project be received. Carried

10.4 Amendment to 2024 Council Meeting Schedule, Clerk's Office-2023-27

Resolution Number 343-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Johnston

That the report, dated November 7, 2023 regarding an amendment to the 2024 Council meeting schedule be received and that the Council meeting on February 6, 2024 be cancelled. Carried

10.5 Strategic Plan Update, C.A.O.-2023-29

Resolution Number 344-2023

Moved by: Councillor Johnston

Seconded by: Deputy Mayor Nelson

That the report, dated November 7, 2023 regarding the Strategic Plan Update received.

Carried

11. Committee Minutes and Other Reports:

Resolution Number 345-2023

Moved by: Councillor Watt

Seconded by: Councillor Johnston

That the minutes from the Committee of the Whole meeting dated October 10, 2023, the Township of Douro-Dummer Arena Facilities Ad-Hoc Committee meeting held on October 12, 2023 and the minutes from the Events Committee meeting held on October 16, 2023 all be received and approved.

Carried

11.1 Committee of the Whole Meeting Minutes - October 10, 2023

11.2 Arena Facilities Future Ad-Hoc Committee Minutes - October 12, 2023

11.3 Events Committee Meeting Minutes - October 16, 2023

12. Correspondence – Action Items:

12.1 2024 Rural Ontario Municipal Association (ROMA) Conference - Request for Delegation with Ministries

Resolution Number 346-2023

Moved by: Councillor Watt

Seconded by: Deputy Mayor Nelson

That Council support a delegation request to the Ministry of Health and Long-term Care regarding health care in Douro-Dummer and Peterborough County to take place at the Rural Ontario Municipal Association Conference in January 2024.

Carried

- 12.2 Float Homes not Vessels Coalition - Request for Changes to Provincial and Federal Regulations regarding vessels

Resolution Number 347-2023

Moved by: Councillor Vervoort

Seconded by: Councillor Johnston

That the letter from the Float Home not Vessels Coalition regarding a request for changes to Provincial and Federal regulations regarding vessels be received and supported. Carried

- 12.3 Town of Parry Sound - Request to Change the Highway Traffic Act to allow Automated Speed Enforcement Systems in a variety of locations

Resolution Number 348-2023

Moved by: Councillor Johnston

Seconded by: Deputy Mayor Nelson

That the letter from the Town of Parry Sound regarding a request to change the Highway Traffic Act to allow Automated Speed Enforcement Systems in a variety of locations be received. Carried

- 12.4 Township of McKellar - Call for an Amendment to the Legislation Act, 2006

Resolution Number 349-2023

Moved by: Councillor Vervoort

Seconded by: Councillor Watt

That the letter from the Township of McKellar regarding a call for an amendment to the Legislation Act, 2006 regarding the loss of local newspapers be received and supported. Carried

- 12.5 Fire Underwriters Survey - Petition in Support of Volunteer Firefighters and Search and Rescue Personnel, Bill C-310

Resolution Number 350-2023

Moved by: Councillor Johnston

Seconded by: Councillor Vervoort

That the letter from the Fire Underwriters Survey regarding a petition in support of volunteer firefighters and search and rescue personnel, Bill C-310, be received for information. Carried

12.6 Municipality of North Perth - Letters Requesting Support for Various Issues

Resolution Number 351-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Johnston

That the letters Municipality of North Perth requesting support for various issues be received.

- Request for Social and Economic Prosperity Review
- Support for Bill 21, Fixing Long-Term Care Amendment Act, 2022

Carried

12.7 Circular Materials - Letter regarding Agreement for Depot Operations Agreement

Resolution Number 352-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Johnston

That the letter from Circular Materials Ontario dated October 27, 2023 regarding the depot operations agreement be received, that staff be directed to provide consent to CMO to provide a seamless transition for the pickup of blue box materials and further that a depot operations agreement be brought forward to Council for review at the November 21, 2023 Council meeting.

Carried

13. By-laws: None

14. Reports derived from previous Notice of Motions: None

15. Notices of Motion - No Debate

16. Announcements:

Councillor Johnston provided updates regarding the Remembrance Day Ceremony on November 10, 2023 and the Santa Claus Parade on November 25, 2023.

17. Closed Session: None.

18. Rise from Closed Session with or without a Report

19. Matters Arising from Closed Session

20. Confirming By-law: 2023-48

Resolution Number 353-2023

Moved by: Councillor Watt

Seconded by: Councillor Vervoort

That By-law Number 2023-48, being a By-law to confirm the proceedings of the Special and Regular Meetings of Council, held on the November 7th, 2023 be passed in open Council and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto. Carried

21. Next Meeting:

- November 14, 2023 - 2024 Budget Working Session with Council
- November 21, 2023 - Regular Council Meeting and Public Budget Meeting

22. Adjournment

Resolution Number 354-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That this meeting adjourn at 5:31 p.m. Carried

Mayor, Heather Watson

Acting Clerk, Martina Chait-Hartwig

Minutes County Council - Regular Meeting



9:30 AM - Wednesday, October 18, 2023

Electronic Participation

The meeting was held hybrid (in-person and electronic) and was streamed live on the County of Peterborough's YouTube channel ([Part 1](#) and [Part 2](#)).

Present: Warden Bonnie Clark, Deputy Warden Sherry Senis, Councillor Carolyn Amyotte, Councillor Carol Armstrong, Councillor Ron Black, Councillor Lori Burt, Councillor Matthew Graham, Councillor Ryan Huntley, Councillor Terry Lambshead, Councillor Jim Martin, Councillor Harold Nelson, Councillor Joe Taylor, Councillor Heather Watson, Councillor Hart Webb, Councillor Jim Whelan, and Councillor Pat Wilford

Regrets:

Staff Present: Chief Administrative Officer Sheridan Graham; Senior Director of Emergency & Shared Services/Chief of Paramedics/Deputy CAO Randy Mellow; Chief Information Officer/Chief Financial Officer and Senior Director of Corporate Services Jennifer Stover; Director of Strategic Services Lynn Fawn; Director of Human Resources Mary Spence; Director of Legislative Services/Clerk Kari Stevenson; Manager of Finance/Deputy Treasurer Michelle Fisher; Manager of Waste Management Kerri Snoddy;

Guests: Inspector - Detachment Commander Chris Galeazza, Ontario Provincial Police

1. Call To Order

Warden Clark called the meeting to order at 9:31 a.m.

2. Land Acknowledgement

The Warden recited the Land Acknowledgement.

3. Moment of Silent Reflection/Silence

4. Adoption of Addendum Agenda

Resolution No. 202-2023

Moved by Councillor Lambshead

Seconded by Councillor Martin

That the addendum agenda be adopted as circulated.

Carried

5. Disclosure of Interest

There were no disclosures of interest.

6. Adoption of Minutes

Resolution No. 203-2023

Moved by Councillor Armstrong

Seconded by Councillor Nelson

That the minutes of the Regular Council meeting of October 4, 2023 be adopted as circulated.

Carried

7. Delegations and Presentations

8. Consent Items

Note: All matters listed under Consent Items are considered to be routine, housekeeping, information or non-controversial in nature and to facilitate Council's consideration can be approved by one motion.

a. Staff Reports

Sheridan Graham, CAO/Deputy Clerk/Deputy Treasurer

Re: EOWC Resolution for 7 in 7

b. Staff Reports

Jennifer Stover, CFO/CIO, Senior Director of Corporate Services

Michelle Fisher, Manager of Finance, Deputy Treasurer

Re: FIN 2023-23 2022 Surplus Disposition and 2023 Forecast

c. Staff Reports

Jennifer Stover, CFO/CIO, Senior Director of Corporate Services

Michelle Fisher, Manager of Finance, Deputy Treasurer

Re: FIN 2023-24 Investment Policy Update

d. Staff Reports

Jennifer Stover, CFO/CIO, Senior Director of Corporate Services

Michelle Fisher, Manager of Finance, Deputy Treasurer

Re: FIN 2023-25 - Banking Authority

e. Staff Reports

Jennifer Stover, CFO/CIO, Senior Director of Corporate Services

Michelle Fisher, Manager of Finance, Deputy Treasurer

Re: FIN 2023-28 Reserve and Reserve Fund Policy

f. Staff Reports

Kim Squires, Purchasing Manager

Re: FIN 2023-29 Purchasing Awards Report - August and September 2023

- g. Staff Reports**
Randy Mellow, Senior Director of Emergency & Shared Services, Chief of Paramedics, Deputy CAO
Re: PAR 2023-07 Peterborough County/City Paramedics - Cavan Monaghan Lease Agreement
- h. Correspondence Report**
Re: CPS 2023-30 Correspondence Report
- i. Committee Minutes**
Lang Pioneer Village Museum Advisory Committee
Re: Minutes of September 26, 2023
- j. Liaison Reports from External Committees, Boards and Agencies**
Greater Peterborough Joint Services Committee
Re: Minutes of September 21, 2023
- k. Liaison Reports from External Committees, Boards and Agencies**
City-County Waste Management Committee
Re: Minutes of September 18, 2023

Resolution No. 204-2023

Moved by Councillor Burt
Seconded by Deputy Warden Senis

That the County of Peterborough supports the total contribution of \$468,000 required for the EOWC 7 in 7+ Regional Housing Plan deliverables to March the 31, 2024 as presented by EORN, to be shared equally amongst the 13 member municipalities, with \$36,000 being the County's share; and,

That report FIN 2023-23 - 2022 Surplus Disposition and 2023 Forecast be received; and

That, in accordance with the Surplus/Deficit Policy FI-19, the 2022 surplus of \$335,344 be allocated to the working fund reserves as follows:

- \$231,111 to the General working fund reserve;
- \$96,102 to the Public Works working fund reserve;
- \$8,131 to the Land division working fund reserve.

And,

That report FIN 2023-23 – Investment Policy update be received and comments be forwarded to the CFO/CIO by October 25, 2023; and,

That report FIN 2023-25 – Banking Authority be received and that comments be forwarded to the CFO/CIO by October 25, 2023; and,

That report FIN 2023-28 – Reserve and Reserve Fund Policy be received and that comments be forwarded to the CFO/CIO by October 25, 2023; and,

That FIN 2023-29 Purchasing Awards Report - August and September 2023 be received; and,

That a by-law be passed to authorize the Warden and Clerk to enter into a Lease Agreement with the Township of Cavan Monaghan and the County of Peterborough; and,

That report CPS 2023-30 Correspondence Report be received; and,

That the minutes of the Lang Pioneer Village Museum Advisory Committee meeting of September 26, 2023 be adopted; and,

That the minutes of the Greater Peterborough Joint Services Committee meeting of September 21, 2023 be received; and,

That the minutes of the City-County Waste Management Committee meeting of September 18, 2023 be received.

Carried

9. Staff Reports - Direction

a. Staff Reports

Kerri Snoddy, Manager of Waste Management

Re: PPW 2023-23 Staff Review of Options for County Wide Organics Program

Resolution No. 205-2023

Moved by Councillor Graham

Seconded by Councillor Amyotte

That report PPW 2023-23 Staff Review of Options for County Wide Organics Program be received.

Carried

10. Closed Session

Under the authority of the Municipal Act, 2001, S.O. 2001, c. 25, S. 239(2) to consider:

(c) a proposed or pending acquisition or disposition of land by the municipality or local board (County proposed acquisition of land);

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (open insurance claims);

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization (third-party secret supplied in confidence);

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (County negotiation position).

Resolution No. 206-2023

Moved by Councillor Webb
Seconded by Councillor Taylor

That Council move into Closed Session at 9:46 a.m. under Section 239 (2) (c), (e), (i) and (k) of the Municipal Act, 2001.

Carried

Councillor Burt left the meeting at 1:03 p.m.

11. Rise from Closed Session

Resolution No. 207-2023

Moved by Councillor Webb
Seconded by Councillor Nelson

That Council rise from closed session at 1:11 p.m. and adopt the minutes of the Closed Session dated September 13, 2023.

Carried

12. Notices of Motion

13. Announcements

Councillor Graham advised that former Cavan Monaghan Councillor Tim Belch passed away on October 3, 2023. He served as a Councillor in Cavan Monaghan Township for 12 years. Council passed along their condolences to his family.

Warden Clark announced that it is currently Local Government Week, and submissions are now open until November 3, 2023, for Peterborough County's Warden for a Day contest. This contest is open to high school students (grades 9-12) who are a resident of Peterborough County and are passionate about making a change in the community. The winner of this contest will get the chance to be "Warden for a Day" on November 22nd, 2023, and will join Warden Clark at the County Courthouse for a council meeting, lunch, a tour of County facilities, and some other great Peterborough County prizes.

14. By-laws

- a. By-law No. 2023-39 being, "A by-law to authorize the Corporation of the County of Peterborough to enter into a Lease Agreement with the Township of Cavan Monaghan for the Peterborough County-City Paramedics".

Resolution No. 208-2023

Moved by Councillor Graham
Seconded by Councillor Webb

That By-law No. 2023-39 be read and passed and that this by-law shall be signed by the Warden and Clerk and sealed with the Seal of the Corporation.

Carried

15. Confirming By-law

Resolution No. 209-2023

Moved by Councillor Nelson
Seconded by Councillor Wilford

That the confirming by-law to adopt, ratify, and confirm the actions of Council at today's meeting in respect to each report, motion, resolution or other action passed and taken by Council be adopted.

Carried

16. Adjournment

Resolution No. 210-2023

Moved by Councillor Amyotte
Seconded by Councillor Lambshead

That the Council meeting adjourn at 1:14 p.m.

Carried



Warden, Bonnie Clark



Clerk, Kari Stevenson



2024 Budget – Public Meeting

Township of Douro-Dummer

November 21, 2023

Page 21 of 231



Presentation Overview

2024 Budget
Public Meeting
November 21, 2023

Today we will discuss:

- The current and projected economic conditions
- The budget process, where we are and next steps
- The current impact to the levy as of first draft
- What is changing in the Operating Budget
- The status of the Joint Public Works and Fire Hall Building
- The planned 2024 Capital Projects

Then we will open the floor to any comments or questions from the public.

2024 Budget Background

2023 in Review

- 2023 has represented a return to normalcy and our first full year without any shutdowns due to Covid.
- However, the impacts that Covid had on supply chains still exists in the form of high costs and continued inflation. The most recent Consumer Price Index (CPI) released as of this budget document was September which showed a 3.8% year over year change.
- To combat inflation the Bank of Canada has increased interest rates 4.75% since the beginning of 2022 from 0.25% to 5%.

Looking forward to 2024

- 2024 will see some major plans and studies completed which will set the course for the Township for the next 10-15 years. The Strategic Plan, Fire Master Plan, Development Charge Study and Asset Management Plan; all of which will inform future decisions.
- The Joint Public Works and Fire Hall building is scheduled to move ahead as approved in the 2023 Budget. In order to fund the annual debenture payments an additional 3.6% is being added to the budget.
- The budget was created by staff to represent status quo and was presented to Council at 3.8% which represents
- Any increase less than inflation would result in decreased levels of service or insufficient capital spending.

Budget Process

Meeting Schedule:

- 1st Draft Presentations - October 31st and November 1st
- Budget Working Session – November 14th
- Public Meeting – November 21st 
- Council Budget Deliberation – December 5th
- Budget Passage – December 19th

Next Steps:

- Update as information changes. A budget is always based on the information that we have today and includes assumptions. The information that certain assumptions are based on will change and staff will update the budget accordingly before passage.
- Complete and present the Community Grant Policy
- Continue work on Asset Management Plan and Reserve Policy

Impact to the Levy

The Operating Budget impacts the levy by 2.5% and the Capital Budget by –0.3%. Assessment increased by 0.8% in 2023 which means the change to the net levy before the capital levy is 1.5%. A Capital Levy is being added to be able to fund the debenture payments related to the Joint Building, this adds \$376,025 or 5.9% for a total tax increase of 7.4%. This increase in the levy results in an extra \$32.15 annually, or \$2.68 per month per \$100,000 of Assessment; for the median property of \$256,000 there would be an increase of \$82.31 annually and \$6.86 monthly.

Summary of Change to the 2024 Levy					
	2023	2024	\$ Change	% Change	Tax Impact
Operating Expenses	\$4,992,370	\$5,142,733	\$150,363		2.4%
Transfer to Capital	-\$22,260	-\$10,800	\$11,460		0.2%
Net Operating Levy	\$4,970,110	\$5,131,933	\$161,823	3.3%	2.5%
Capital	\$1,255,812	\$1,238,329	-\$17,482	-1.4%	-0.3%
Less: Assessment Growth in 2023					-0.8%
Percent Change to the Tax Rate before Capital Levy:					1.5%
Capital Levy For Joint Building	\$138,512	\$514,537	\$376,025		5.9%
Total Levy Requirement	\$6,364,433	\$6,884,799	\$520,366	8.2%	
Percent Change to the Tax Rate as at 1st Draft:					7.4%

	2023	2024	Annual Change	Monthly Change
Residential Impact Per \$100,000 of Assessment	\$435.87	\$468.02	\$32.15	\$2.68
Impact on Median Property of \$256,000	\$1,115.83	\$1,198.14	\$82.31	\$6.86

Summary of Key Operating Changes

		Impact on Levy	
Inflationary Pressures		\$	%
Salary and Wage Cost of Living Adjustment	As part of the employee Compensation Agreement Council approves a salary grid increase as per the annual OMERS pension inflation index. OMERS uses the average of the CPI for the 12-month period ending in October and compares it to the average for the same period the previous year. If the CPI increase is greater than 6%, the inflation adjustment is 6% and the increase in CPI over 6% is carried forward for application in a future year when the CPI increase is less than 6%. The OMERS increase in 2023 was 6.51% which means 0.51% was carried forward. CPI from September to September was 3.8% and therefore the annual adjustment is projected to be 4.31%.	\$116,856	1.8%
Insurance	All across the country municipalities are continuing to see large increases in general liability insurance costs. The total amount of insurance paid for by the Township in 2023 will be \$218,460; this represents a \$31,017 increase, or 16.5%, from the previous budget.	\$31,017	0.5%
Fuel Costs	In the 2023 budget we increased the budget to reflect increased costs but further increases are needed.	\$21,596	0.3%
Interest Earned	The higher interest rates are responsible for increased costs but the Township does see an increase in interest earned from the higher rates.	-\$67,000	-1.1%

Summary of Key Operating Changes

		Impact on Levy	
Departmental Adjustments		\$	%
By-law Enforcement	Up until now we have not seperated costs associated with By-law Enforcement and the Building Department. We are mandated to run the Building Department as it's own entity and therefore should not include costs that are not related to the enforcement of the building code. Over the past few years there has been increasing demands from by-law enforcement and therefore we have allocated 20% of the Chief Building Official and 10% of the Building and Planning Admin to By-law Enforcement.	\$31,221	0.5%
Police Services	The annual OPP cost increased \$11,212, or 1.2%. We have also budgeted an extea \$14,500 for costs related to the new Police Services Board.	\$25,712	0.4%
Other operating adjustments	These reflect the adjustments that staff make to various line items to reflect recent spending and current needs. Details can be found in each department's budget detail.	\$48,301	0.8%
Reserve Transfers			
Reserves	The decrease in reserve transfers is related to transfers to reserves for the licensing and purchase of a gravel pit. These transfers are calculated based on the tonnes of gravel that are being used in the capital budget. The 2024 budget is forecasted to have less than 2023.	-\$45,880	-0.7%
Total Operating Impact		\$161,823	2.5%

Joint Public Works and Fire Hall Building

- Council adopted the following financing strategy for the Joint Building in the 2023 Budget:

Year	Reserves	Levy	Debt Payment	% Increase
2022		\$ 67,872		1.18%
2023		\$ 138,512		1.18%
2024	\$ 550,000.00	\$ 364,537	\$ 914,537.36	3.78%
2025	\$325,000.00	\$ 589,537	\$ 914,537.36	3.76%
2026	\$125,000.00	\$ 789,537	\$ 914,537.36	3.34%

- Council has deferred the Indacom Slope Stability Works which was budgeted for \$200,000 and decided to increase the Joint Building Levy for 2024 from \$364,357 by \$150,000 to \$514,537.
- Construction has been delayed due to environmental factors at the site and we expect tendering and site preparation and to commence in 2024.
- Once tendering has been completed, we will be able to able to finalize the financing strategy. It is the hope that interest rates will begin to decrease commencing in 2024 and therefore we may look at strategies using construction loans to delay locking into higher rates.
- The above strategy is using a rate of 4.40% and the current rate is 5.39%.
- The delay does provide the opportunity to continue to contribute to reserves which will provide the Township greater flexibility in our strategy going forward.

Corporate Capital Projects

1. IT Hardware Replacements - \$20,000

- The IT Hardware replacements is a strategic initiative aimed at ensuring the continued efficiency, security and reliability of our IT infrastructure.
- This project encompasses the replacement of critical hardware components, including servers, laptops and other IT hardware needs.
- It is planned for this project to be an annual amount. Some years the Township will have fewer needs and in those years the surplus will be transferred to a reserve for years where needs may be greater than \$20,000.

2. Office Chairs Replacement - \$7,000

- The existing office chairs have surpassed their life expectancy and are showing signs of significant wear and tear.
- Chairs are also critical to the long-term health safety of staff by ensuring proper support and posture.

3. Storage Room Exterior Door Replacement - \$5,000

- The current storage room exterior door is showing signs of wear, compromising the safety and integrity of stored items. The plan is to replace the existing door with a more robust and secure solution.

4. Tree Replacement Program - \$10,000

- It is being proposed to allocated \$10,000 again for Tree Replacement program. This program was well received by the residents and will continue to help replace the trees lost during the 2022 Derecho Storm.

Library Services Capital Projects

1. Books and Material - \$14,000

- New books for library collection
- Standard practice for library collections management

2. Flooring - \$8,000

- Flooring replacement for the entrance, kitchen, public washroom, fiction and non-fiction sections.
- Since the renovation of the non-fiction section, tears and stains have been exposed, and the flooring in other areas are showing signs of wear.

3. Signage - \$2,500

- New channel letter signage for the library building.
- The library building currently has the old channel letter signage with the Township's name. The new channel letter signage would say Douro-Dummer Public Library.

Public Works Capital Projects

Roads

1. Brushing Unit - \$175,000 (\$92,500 from reserves and \$82,500 from levy)

- Purchase of a new brushing unit to manage the ongoing roadside brushing.
- Continuous brushing accounts for increased safety, useful life of the road, reduced use for gravel and resurfacing.
- \$92,500 was contributed to reserves in 2022 for the unit and therefore tax impact is \$82,500.

2. Re-alignment Engineer Fees (12th Line Dummer) - \$20,000

- The project aims to enhance road safety and rectify road alignment.
- Previous agreement with Drain Brothers to realign the roadway by removing the unsafe hill and sharp 'S' bend.

3. Truck Replacement - \$360,000

- Replacement of the 2010 Plow Truck.
- This truck upon replacement will transition into a spare vehicle with the Public Works Fleet. The current spare truck will be designated as surplus and subsequently liquidated.

Public Works Capital Projects

Gravel	
4th Line Road South Dummer from Cty Rd 8 to Dummer Asphodel	\$42,726.50
7th Line North Dummer from Center Dummer Rd to North Limit	\$91,019.00
Clifford Road from Fourth Line Rd South Dummer to Third Line Rd South Dummer	\$13,764.00
Douro 2nd Line Road from Cedar Cross Road to County Road 4	\$19,369.50
Douro 4th Line Road from County Road 4 to North Limit	\$19,980.00
Douro 5th Line Road from Centre Road to North Limit	\$11,480.50
Douro 9th Line from County Road 32 to County Road 4	\$43,734.00
English Line Road from Cty Rd 6 to North limit	\$8,658.00
Fifth Line Road North Dummer from Cty Rd 6 to North limit	\$6,996.80
Henderson Road from Campline Road to West Limit	\$12,070.50
Hickey Rd 2kms South of Cty Rd 32 - Patch Barrl, install guidrail posts and end treatments	\$140,000.00
Kerr Road from County Road 8 to South Limit	\$888.00
Old Douro Road from Highway 28 to County Road 8	\$8,659.00
Sixth Line Road North Dummer from Cty Rd 6 to South limit	\$5,799.20
Third Line Road North Dummer from Cty Rd 6 to North limit	\$4,184.20
Gravel Total	\$429,329.20
Surface Treatment	
4th line Rd North Dummer from Sawmill to County Rd 6	\$313,128.50
Ayotte Crescent from Douro 8th Line to easterly limit	\$30,000.00
Birchview Road from Campline Road to McCrackens Landing Rd	\$167,000.00
Birchview Road from Hwy 28 to Camp Line Road	\$203,000.00
Douro 9th Line from Cty Rd 4 to Division Rd	\$36,000.00
Dummer Asphodel Road - 1/2 cost Asphodel Norwood project	\$140,000.00
Golf Course Road from McCrackens to Barnes Ave	\$66,000.00
South Bay Road from Cty Rd 6 to North limit	\$33,000.00
Surface Treatment Total	\$988,128.50
Grand Total	\$1,417,457.70

Fire and Emergency Services Capital Projects

1. Station 2 Parking Lot Resurfacing - Paving - \$20,000

- Second phase of the project to improve the parking facilities around Fire Station 2.
- This project involves grading and resurfacing the existing parking lot to address standing water issues that have been affecting the area's functionality.
- This project also includes the creation of firefighter parking spaces that are accessible and compliant.

2. Station 1 Building Review and Drawings - \$10,000

- To review the requirements of fire station 1 and explore viable options for its future functionality.
- This project aims to allocate funds to the development of building plans and ensuring a strategic approach to meet the evolving needs of the Department.

3. Bunker Gears - \$6,000

- Two sets of gear at approx. \$3,000 each.
- Ongoing gear replacement/sizing

4. Capital Reserve Contribution - \$50,000

- This reserve contribution will go towards future bunker gear and Fire Apparatus replacements.

Fire and Emergency Services Capital Projects Continued

4. Thermal Imaging - \$9,000

- 2-year project aimed at replacing two existing thermal imaging cameras that has exceeded their life expectancy and lost manufacturer support.
- The project also involves procuring two additional thermal imaging cameras to ensure that each fire station has access to one.

5. Trailered Boat - \$24,000

- Replacement of current steel boat on trailer with a more suitable and modern vessel.
- The new boat is intended to serve as a dedicated asset, tailored to the specific needs with rescue and fire protection.

Parks and Recreation Capital Projects

Parks

1. Water Storage Tank and UV Water Treatment - \$13,500

- Addition of water storage for the South Park building and provide water treatment required by the Health Canada.
- The new drilled well ran out of water with the Douro Doings event.

2. Ball Diamond Player Benches - \$12,000

- Replace all existing old wooden benches with aluminum benches.
- Legion diamond has benches one side rotten and unsafe. North and South Park benches are starting to heave out of the ground with some wood starting to rot.

3. Legion Ball Diamond Regrading - \$20,000

- Regrade the outfield to level out the uneven areas thereby addressing the safety concerns.
- The infield also requires top up of material.

Parks and Recreation Capital Projects

Douro Community Centre

1. **Compressor Overhauls** - \$9,000

- The 30 and 50 Hp compressors requiring regular maintenance based on hours of use.

2. **Harvest Room Windows Replacement** - \$3,500

- Replacement/Repair of leaking windows.
- Window seals and gaskets are worn out, allowing water to seep into the interior drywall.

3. **Energy Audit** - \$8,000 (\$40,000 total costs, \$32,000 paid for by a grant)

- The Net Zero Energy Feasibility Study is a required step in being successful for grant opportunities.
- This project is estimated at \$40,000 for each community centre with \$32,000 being funded from a grant.

• **Hockey Nets** - \$2,500

- Replace old practice nets that are showing signs of wear and tear.

Parks and Recreation Capital Projects Continued

Warsaw Community Centre

1. Roof Repair - \$15,000

- Repair leaking roof in multiple areas.

2. Compressor Replacement - \$40,000

- The current 30hp Compressor is well past life expectancy.
- \$20,000 was put into reserves in 2023, therefore the net impact is \$20,000.

3. Hockey Nets - \$2,500

- Replace old practice nets that are showing signs of wear and tear.

4. Energy Audit - \$8,000 (\$40,000 total costs, \$32,000 paid for by a grant)

- The Net Zero Energy Feasibility Study is a required step in being successful for grant opportunities.

Planning & Development Capital Projects

Planning & Development

1. Zoning By-Law Update - \$40,000

- This project will be a comprehensive review and update of the Township's Zoning By-law.
- It is legislated that the Zoning By-law must be updated within three years after the new Official Plan comes into effect.
- The total cost is not yet known but similar projects for nearby municipalities have costed upwards of \$180,000. The Township has put \$60k into reserve over the past two years; \$40k in 2022 and \$20k in 2023. This 2024 contribution would provide for a total of \$100k. It is anticipated that we will tender for this project in the fall at which time we would know the final cost and will need to budget for any funding shortfalls in the 2025 budget.

Building & By-law Enforcement Capital Projects

Building & By-law Enforcement

1. Truck Purchase - \$55,000

- Addition of a second truck to the Building Department.
- This project will enable multiple staff members to conduct field inspections at the same time thereby enhancing departmental response time and elevate the overall standard of customer service to a greater level.

2. Transfer to Reserve for Truck Replacement - \$11,250

- Contribution to reserve for future truck replacement. This is in consideration of 2 trucks, with replacement for one scheduled every four years given its 8-year lifecycle.

3. Boat - \$5,000

- The Building department is going to be purchasing the Fire Department's existing boat to be able to service island properties.

Township of Douro-Dummer

Report and Capital Project Status

- Directed by Council and/or CAO
- Directed by the Province/legislation
- Directed by an Agency
- New items and updates are highlighted in Yellow

Report Status

Department	Date Requested	Directed By	Resolution/Direction	Est. Report Date
CAO	August 3, 2021	Council	Committee Recommendation on Short-Term Rentals	Completed
CAO	June 20, 2023	Council	Approve the By-law to regulate use of Municipal Docks	Completed
Planning	June 20, 2023	Council	Develop Zone provisions to regulate sports courts and playing surfaces.	Complete
CAO	April 11, 2023	COW	Report regarding Tree Seedling Program	Complete
CAO and Clerk	April 11, 2023	COW	Report to Council re ORV use in Township	Complete Will be on next COW agenda
Clerk	February 14, 2023	Council	Review of Records Retention By-law	Early Winter 2023

Corporate	May 3, 2022	Council	Future Gravel Resources	Winter 2023/2024
Finance/Clerk	February 21, 2023	Council	Policy/Program for Community Grants	Fall 2023
Finance/Clerk	February 21, 2023	Council	Policy to allow for multi-year budgets	Fall 2023
Planning	June 7, 2022	Council/ Province	Bill 109 – Update to Site Plan Control By-law, Create Pre-Consultation By-law, ensure the language in Official Plan allows for Peer Review as part of Complete Application	Changes pending release of final provincial regulations
Public Works/CAO	March 7, 2023	Council	Indacom Drive Lot 3	Pending fill removal and slope stability
Corporate	September 5, 2023	Council	Buildings Naming Rights and Memorials Policy	Winter 2024
Clerk	September 5, 2023	Council	Public Comment Period and Agenda Release Amendment	Complete
Building and By-law Enforcement	October 10, 2023	Council	Updated Sign By-law	Winter 2024

Capital Project Status

Department	Capital Project List	Status
Fire	Douro Station Reconfiguration	Ongoing
Fire	Resurfacing of the parking lot at Fire Station 2	Fall 2023
Fire	Station 2 Pumper	Completed
Fire	Fans for the Trucks	Completed
Fire	Paging Infrastructure Fees	Fall/Winter 2023
Fire	Bunker Gear	Completed
Fire	Master Fire Plan & Community Risk Assessment	Due 2024
General Government	Demolition of Old House at Fifth Line	Barn removed – August 2022 Tender for house demolition and clean up – Waiting on results of contaminates test
General Government	New Sloped Roof - Town Hall	Under Investigation
General Government	Asset Management Plan	Ongoing

General Government	Computer Modernization	Ongoing
General Government	Finance Modernization	In progress – will continue into 2023 - New Payroll Module in place – Jan 2023
General Government	Municipal Office Front Door Replacement	Complete
General Government	Pay Equity Review	Complete
General Government	Development Charge Study	Late Fall 2023
General Government	Strategic Plan	January 2024
General Government	Marriage License and Civil Marriage Ceremonies	Complete – Now working on internal procedures and for new staff to be in place
General Government	Public Conduct Policy and Procedure	Complete
Parks and Recreation	Parks and Rec Master Plan – Implementation	On hold due to Covid-19
Parks and Recreation	Tables and Chairs	Complete
Parks and Recreation	Lime Kiln Restoration – 2022 Budget	Spring 2023
Parks and Recreation	Consultant Fees - Arena Facilities Future Ad-Hoc Committee	Fall 2023

Parks and Recreation	Back Dam Shelter Roof	Completed
Parks and Recreation	New Parks Mower	Complete
Parks and Recreation	Garage Door Replacement – Douro Community Centre	Complete
Parks and Recreation	Water Softener Replacement – Warsaw Community Centre	Completed
Parks and Recreation	Compressor Replacement Reserve Contribution	2024
Parks and Recreation	New Park Trailer	Complete
Planning	Zoning By-Law Update	On hold until Province Approves OP
Planning	Proposed Provincial Planning Statement	Comments provided to County and Province. Waiting on approval by Province.
Public Works	Spot Gravel Repairs - Centre Dummer Road	Complete
Public Works	Gravel Pit Purchase	Late 2023
Public Works	Excavator with Brush head (John Deere 190)	Waiting on delivery

Recommendation:

That the Public Works-2023-13 report, dated November 21, 2023, regarding the Blue Box Depot Operation Agreement with Circular Materials Ontario be received for information; and

That By-law No. XXXXX being a By-law to execute the Depot Operations Agreement between the Township of Douro-Dummer and Circular Materials Ontario, for haulage and disposal services of Blue Box Materials received at the Transfer Station; be brought forward for passage under the By-law section of the agenda.

Overview:

The County of Peterborough made a presentation to Council at the February 7, 2023 meeting with respect to the transition of the blue box program to producer responsibility, a copy of which is attached for your information. The Resources Recovery and Circular Economy Act, 2016 require that producers be responsible for their products and packaging once they reach the end of their life-cycle, and are disposed of. Producers will work with Producer Responsibility Organizations (PROs) to meet their responsibilities. Circular Materials Ontario (CMO) is the PRO that is responsible for establishing the collection system of blue box materials. The transition to producer responsibility underway as of July 1, 2023 and is to be fully implemented by January 1, 2026. The transition date for the County of Peterborough is January 1, 2024.

The County of Peterborough has been responsible for blue box curbside and depot collection services for the lower tier municipalities. The Township's have managed the receipt of the materials at the various depots. The County was offered a contract with CMO to continue to be the service provider for these curbside and depots services and they chose to opt-out of all services. As a result of this decision by the County, CMO is responsible to determine how these services will be provided January 1, 2024.

CMO's responsibility for blue box materials collection does not include materials generated by the industrial, commercial, and institutional sectors (non-eligible sources). The County will continue to manage the curbside collection program for current customers in these sectors. CMO has entered into an agreement with Emterra, the current County contractor, to provide curbside and depot collection services. This will include the curbside collection for any of the existing non-eligible source customers. The county will be responsible for the cost of that component of the collection service.

CMO has offered contracts to each of the Townships to continue managing the receipt of blue box materials at the current locations. Emterra will continue to provide the collection services from the depots as part of their contract with CMO. CMO has agreed to allow the collection of materials from non-eligible sources (industrial, commercial and industrial sectors) through the transition period, only until December 31, 2025. As of January 1, 2026, these materials will have to be collected in a separate area or managed by the individual sources themselves.

The lower tier municipality contracts offered by CMO are similar, except for the compensation which is based on the operations at each site. The municipalities as a group have reviewed the contract and provided feedback to CMO. Otonabee South Monaghan provided feedback from their solicitor to the group who reviewed the agreement. Unfortunately, CMO did not agree to make any of the requested changes provided by the group. There should be little to no change in the Township's responsibilities and risk under this new contract as compared to what is currently completed on behalf of the County.

Should the Township "opt-out" and not enter into this contract, CMO would be required to provide depot services to residents at another location. CMO has indicated that Douro-Dummer residents would be advised to utilize the Pido Road depot. This would be an inconvenience for our residents and does not provide a desirable level of service.

Conclusion:

It is apparent the only means to provide an acceptable level of service and seamless transition to our residents and property owners is to enter into the contract with CMO at this time. The collection contractor, Emterra, currently providing blue box collection services will provide a level of comfort in terms of continuity of services throughout the transition. The term of the contract with CMO is for a 2-year period, January 1, 2024 to December 31, 2025. There is an option in the contract for extension subject to both parties approving by change order. The 2-year term would provide the Township enough time to determine if it wishes to extend the contract with CMO to host the depot beyond the transition period.

Financial Impact:

With the transition to producer responsibility, the producers are now responsible to pay the Township for the cost incurred to provide the depot service under contract. This is an improvement as there was previously no funding provided by the County for depot services provided by the Township. There is also a small amount of compensation provided to assist with the cost of promotion and education services. The base monthly compensation provided for in the contract is \$2,893.00. This amount would be subject to a deduction to account for the volume of non-eligible source materials received at the transfer station. This deduction percentage has been established at 2.39% based on the Townships assessment data. It is important to note that CMO has the ability to make adjustments to this percentage if concerns arise about the volumes of non-eligible source materials.

Strategic Plan Applicability:

To ensure that the public works department operates efficiently and effectively.

Report Approval Details

Document Title:	Circular Materials Ontario - Recycling Depot Operations Agreement .docx
Attachments:	- The Corporation of the Township of Douro Dummer - EC Depot Operation Agreement (20231020) updated.pdf - Township Council and Staff Orientation Package Blue Box Transition to Producer Responsibility.pptx
Final Approval Date:	Nov 14, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs

**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-113

Table of Contents

RECITALS	4
EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS	6
Article 1 Definitions	6
1.1 Definitions	6
1.2 Interpretation.....	8
1.3 Managed Contract.....	9
Article 2 Scope of Collection Services	10
2.1 Scope of Collection Services	10
Article 3 Collection Service Provision.....	11
3.1 Addition or Removal of Depots	11
3.2 Blue Box Material to be Collected.....	11
3.3 Non-Eligible Source Deduction	11
3.4 Labour Disruption.....	12
3.5 Access to the Work	12
3.6 Subcontractors	13
Article 4 Scope of Promotion and Education Service.....	14
4.1 Scope of Promotion and Education Services	14
Article 5 Representation and Warranty	15
5.1 Representations and Warranties.....	15
Article 6 Record Keeping and Reporting Requirements.....	16
6.1 Record Keeping and Reporting Requirements.....	16
Article 7 Failure to Perform, Remedies, Termination.....	17
7.1 Responsibility for Damages/Indemnification	17
7.2 Limited Liabilities.....	18
7.3 Force Majeure	19
7.4 Agreement Termination	20
7.5 Remedies.....	21
7.6 Disputes	22
7.7 Arbitration.....	22
7.8 Choice of Forum	22
Article 8 Standard Conditions	24
8.1 Governing Laws.....	24
8.2 Compliance with Laws and Permits	24
8.3 Assignment	24

8.4	Contractor to Make Examinations	24
8.5	Access to Records	24
8.6	Insurance	25
8.7	Changes to Agreement	26
8.8	Change Management	26
8.9	Conflicts and Omissions	28
8.10	Duty to Notify	29
8.11	Confidentiality Covenant	29
8.12	Severability	30
8.13	Survival	30
8.14	Further Assurances	30
8.15	Revisions to this Agreement	31
8.16	Counterparts	31
8.17	Notice	31
 EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES		33
 EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES		34
 EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM		35
 EXHIBIT 5: SERVICE COMMENCEMENT DATES		36
 EXHIBIT 6: COMPENSATION		37

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

Between

The Corporation of the Township of Douro Dummer, a corporation incorporated under the laws of Ontario, having a place of business at 894 South Street, P.O. Box 92, Warsaw, ON, K0L 3A0 (“Contractor”)

And

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

RECITALS

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

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

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

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

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

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Agreement Term”.
4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.
5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.
6. Attached and forming an integral part of this Agreement are the following exhibits:

- (i) Exhibit 1 – Scope of Work and Other Provisions;
- (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
- (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
- (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
- (v) Exhibit 5 – Service Commencement Dates; and
- (vi) Exhibit 6 – Compensation.

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 Douro
Dummer**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this Agreement denotes permissive.

- (e) The words shall and will in this Agreement denote imperative.
- (f) Any capitalized term used in this Agreement that is not defined in Section **Error! Reference source not found.** of Exhibit 1 or elsewhere in this Agreement will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

1.3 Managed Contract

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

ARTICLE 2

SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3

COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be two point five percent (2.5%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:

- (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than two point five percent (2.5%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
- (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

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

3.4 Labour Disruption

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

3.5 Access to the Work

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

or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.5 of Exhibit 1 for the administration of this Agreement and any internal purposes.

3.6 Subcontractors

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

ARTICLE 4
SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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

ARTICLE 6
RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7
FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

(a) Contractor Indemnity

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

- (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this Agreement, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
 - (iii) Notwithstanding any other provision in this Agreement, indemnification by the Contractor pursuant to this Section 7.1(a) of Exhibit 1 shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this Agreement, including under this Section 7.1(a) of Exhibit 1, that is expressly intended to extend to include the Manager, as a third-party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.
- (b) CMO Indemnity
- CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.2 Limited Liabilities

- (a) Subject to Section 7.2(b) of Exhibit 1, the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of

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

7.3 Force Majeure

- (a) Subject to Section 7.3(b) of Exhibit 1, "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;

- (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
- (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
 - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
 - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

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

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

7.4 Agreement Termination

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:

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

7.5 Remedies

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

7.6 Disputes

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

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii) of Exhibit 1, disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this Agreement or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this Agreement, nor shall the arbitrator modify or amend any of this Agreement terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.7(b) of Exhibit 1.
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or

proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.
- (b) The Contractor shall make available copies of records for Blue Box Material picked up by CMO under this Agreement on request within two (2) Business Days of the request by CMO or the Manager.

- (c) All records related to this Agreement, including the Records, shall be maintained, and access granted pursuant to this Section 8.5 of Exhibit 1, throughout the term of this Agreement and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this Agreement:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in connection with this Agreement. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
 - (iv) "All risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.
- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;

- (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
- (iii) Policies for the above must be kept continuous throughout the term of this Agreement. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to Agreement

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

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this Agreement is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this Agreement;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
 - (iv) Any change in the Contractor's costs.

- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement (“Change Order”) in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor’s costs or any subcontractor’s costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor’s Proposed Change in the Work:
- (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor’s proposed change in Work;
 - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.

- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
 - A change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and
 - The change materially affects the risks or costs to which CMO is exposed.
 - (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
 - (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
 - (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
 - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

8.9 Conflicts and Omissions

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

inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

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

8.12 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.13 Survival

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

8.14 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of

giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

8.15 Revisions to this Agreement

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

8.16 Counterparts

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

8.17 Notice

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

To CMO:

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

Email: operations@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 Douro Dummer
894 South Street,
P. O. Box 92,
Warsaw ON, K0L 3A0
Attention: Elana Arthurs, CAO

Email: elanaa@dourodummer.on.ca

EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Township of Douro Dummer	Hall's Glen TS	1951 County Road 6	Douro-Dummer	K0L2H0	Summer: Sat, Sun, Mon, Wed, Fri. Winter: Wed, Sat, and Sun.	Summer: Sat: 10:00 am – 2:00pm = 4 Sun: 10:00 am - 6:00 pm = 8 Mon: 10:00 am - 2:00 pm = 4, Wed: 10:00 am - 2:00pm = 4, Fri: 10:00 am - 2:00 pm = 4 Winter: Wednesday: 10:00am - 2:00pm = 4 Saturday: 10:00 am - 2:00 pm = 4 Sunday: 10:00 am - 2:00pm = 4

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

EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code
The Corporation of the Township of Douro Dummer	None			

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

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

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

EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of Douro Dummer	2024-01-01

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by **3,699** (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus
 - (b) Residential Depot Operation Costs; less
 - (c) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, "**Residential Depot Operation Costs**" means \$ 2,893per Month, as adjusted in accordance with Section 1.10 of this Exhibit, and "**Non-Eligible Source Blue Box**

Material Unit Price” means \$200.00 per tonne, as adjusted in accordance with Section 1.11 of this Exhibit.

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

1.10 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 + CPI Adjustment, where such price adjustment is applicable to the calendar month.

- (b) The **“Base Residential Depot Operation Costs”** is the Residential Depot Operation Costs as set out in Section 1.9 of Exhibit 6.
- (c) 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 **“CPI Adjustment”** shall be (1) the Base Residential Depot Operation Costs multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Eligible Community Service Commencement Date. The CPI 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 Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:

Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The **“Base Non-Eligible Source Blue Box Material Unit Price”** is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.9 of Exhibit 6.
- (c) The **“CM Fuel Price Component”** is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (d) The **“CPI Component”** is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) For each calendar month during the Agreement Term, the **“CM Fuel Price Component Adjustment”** shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (**“Diesel Fuel Index”**), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component

Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.

- (f) In the month of April of each calendar year during the Agreement Term, the “**CPI Component Adjustment**” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.12 CPI Index

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

1.13 Changes to Indices

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

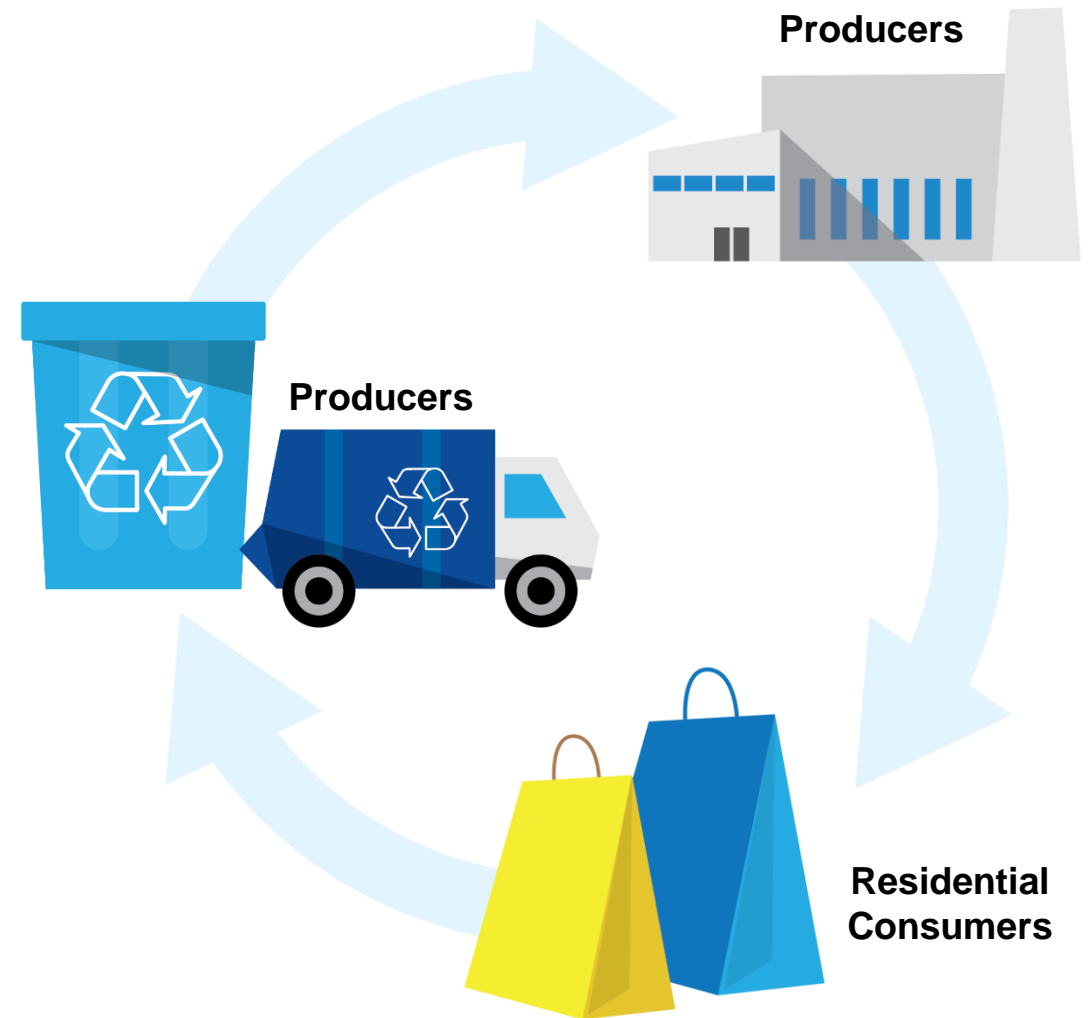
If the applicable publisher materially changes, discontinues or replaces the Diesel Fuel Index, CMO, in its discretion, shall choose an index to replace the Diesel Fuel Index.



Township Council/Staff Orientation Package Blue Box Transition to Producer Responsibility

What is Producer Responsibility?

- A regulatory approach to waste management, where producers (companies that make and import products) are responsible for the waste generated from their products and packaging
- In Ontario, the blue box program is transitioning from a model of shared industry funding, to one of producer responsibility



Relevant Legislation

The following slides give a brief overview of the current and historical legislation and regulations that are relevant to the blue box program in Ontario.

Relevant Legislation

Environmental Protection Act (EPA) and Ontario Regulation 101/94:

- Since 1994, this regulation has required most municipalities to establish & operate a blue box system
- It was amended on June 3, 2021 to require operation of the blue box program *only until* the local municipality's program has transitioned to producer responsibility under the new legislation

Relevant Legislation

Waste Free Ontario Act (WFOA), Waste Diversion Transition Act (WDTA) and Resource Recovery and Circular Economy Act (RRCEA)

- In 2016, the Waste Free Ontario Act passed to enact two separate pieces of legislation
- The Waste Diversion Transition Act allows for the continuation of the recycling programs until they can be properly wound up and transitioned to the Resource Recovery and Circular Economy Act
- The RRCEA establishes a new producer responsibility framework that allows the provincial government to designate certain materials and set outcomes for diversion programs. It also establishes an oversight body (Resource Productivity and Recovery Authority or RPPRA) to ensure outcomes are achieved. Current programs that have transitioned to this legislation include Batteries, Electrical and Electronic Equipment, Hazardous and Special Products, Tires, and now Blue Box
- As of June 2021, O.Reg 391/21, known as the Blue Box Regulation was officially adopted under the RRCEA. This makes producers of paper products, packaging, and packaging-like products financially and operationally responsible to meet certain outcomes

How the County/Township Blue Box Program Currently Works

- Peterborough County administers the blue box program on behalf of the Townships
- The County holds a contract with Emterra Environmental Ltd. who performs curbside collection, depot collection, and processing of blue box material
- The County submits the annual Datacall to the Resource Productivity and Recovery Authority (RPRA) and receives funding back to offset some of the costs to operate the blue box program
- The County supplies infrastructure (front end bins) to the Townships to allow blue box collection at the Township owned depots

Eligible Sources Under Producer Responsibility Blue Box Program

Eligible Sources

- Eligible Sources are types of properties that producers are required to collect from under the producer responsibility blue box program and include:
- Residences: single family houses, seasonal homes
- Facilities: buildings that contains more than one dwelling unit such as a multi-residential buildings, not-for-profit long term care (LTC) and retirement homes, and schools
- Public Spaces: industry must take over public space recycling and have a certain number of public space bins in each municipality (starting in 2026 for the County)

Transition Period vs. Post-Transition

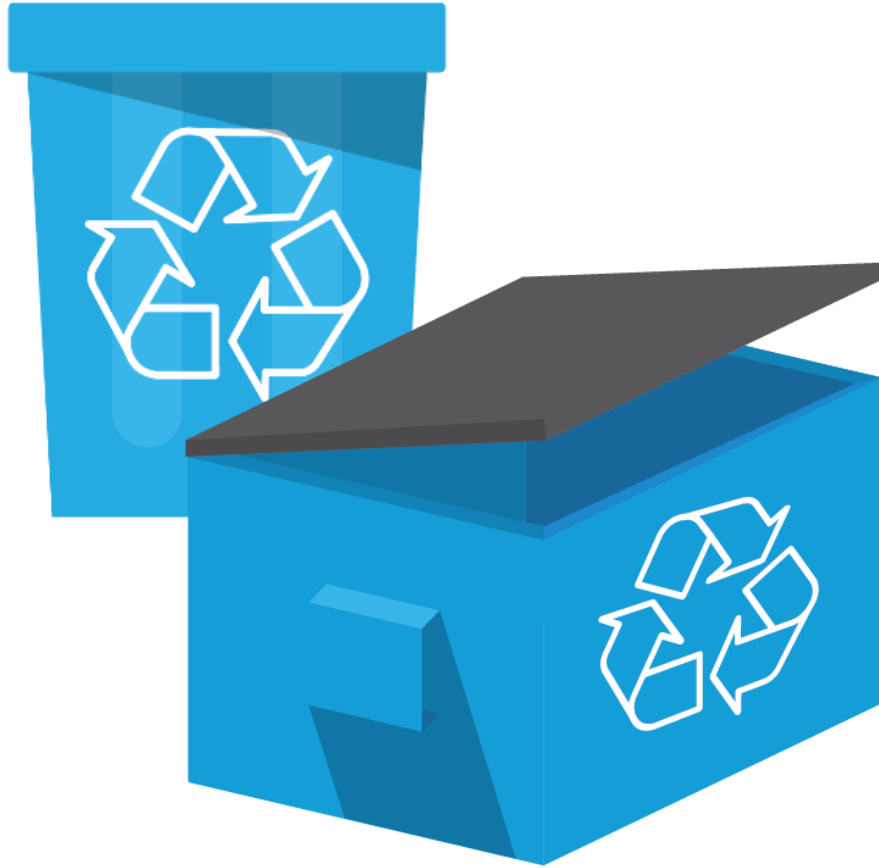
Transition Period

- Transition Period is July 1, 2023 to December 31, 2025
- Producers will assume operational and fiscal responsibility for 365 Municipalities and First Nation Communities throughout the Transition Period on dates provided by the Ministry
- Each Municipality has been assigned a transition date throughout this transition period (All townships in Peterborough County Transition January 1, 2024)
- Municipalities can choose to negotiate with PRO to continue service delivery or fully divest their responsibility (County of Peterborough has chosen to divest on January 1, 2024)

Post Transition

- January 1, 2026 & thereafter
- Producers will be fully responsible for operating and financing the blue box program in all Ontario Municipalities
- Producers will be responsible for communications, replacing blue boxes and dealing with complaints/concerns from residents
- Eligible communities could choose to negotiate with PRO to continue service delivery or fully divest their responsibility

When do we transition?



All Townships
have been given the transition
schedule date of
January 1, 2024.

Designated Materials



Excluded Materials as of Transition:

- Hard or soft-cover books
- Flexible plastic used for containment of food (i.e., cling wrap, sandwich bags)
- Packaging & single-use items not primarily made of paper, glass, metal or plastic (i.e., wooden box, bamboo cutlery)
- Garbage bags, recycling bags, compostable waste bags
- Tissues, paper towel and other paper sanitary products
- Alcohol packaging
- Biomedical or hazardous waste
- Items designated under other diversion regulations

Transition Date to December 31, 2025:

- During the transition period Producers must collect/accept the same blue box materials that were included in the Municipality's current blue box program as of August 15, 2019

January 1, 2026:

- Producers must collect/accept all designated materials under the new regulation

Designated Materials

All of these:



Aluminum cans



Glass bottles & cans



PET plastic bottles



Steel cans



Newsprint

for food and beverages

At least two of these:



Aluminum foil



Boxboard & paperboard



Cardboard



Polystyrene containers & packing materials



Office paper



Polycoat cartons



Magazines



Paper cups & plates



Plastic film



Rigid plastic containers (HDPE, PS)



Telephone Directories



Textiles

Varies by Municipality

(O. Reg 101/94: Schedule 1)

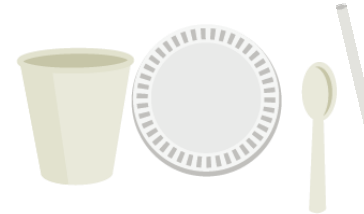
Packaging, Paper Products, & Packaging-like products:



- ✓ Typical “blue box packaging” items, made of paper, glass, metal or plastic



- ✓ Printed and un-printed paper (newspaper, magazines, flyers, office paper)



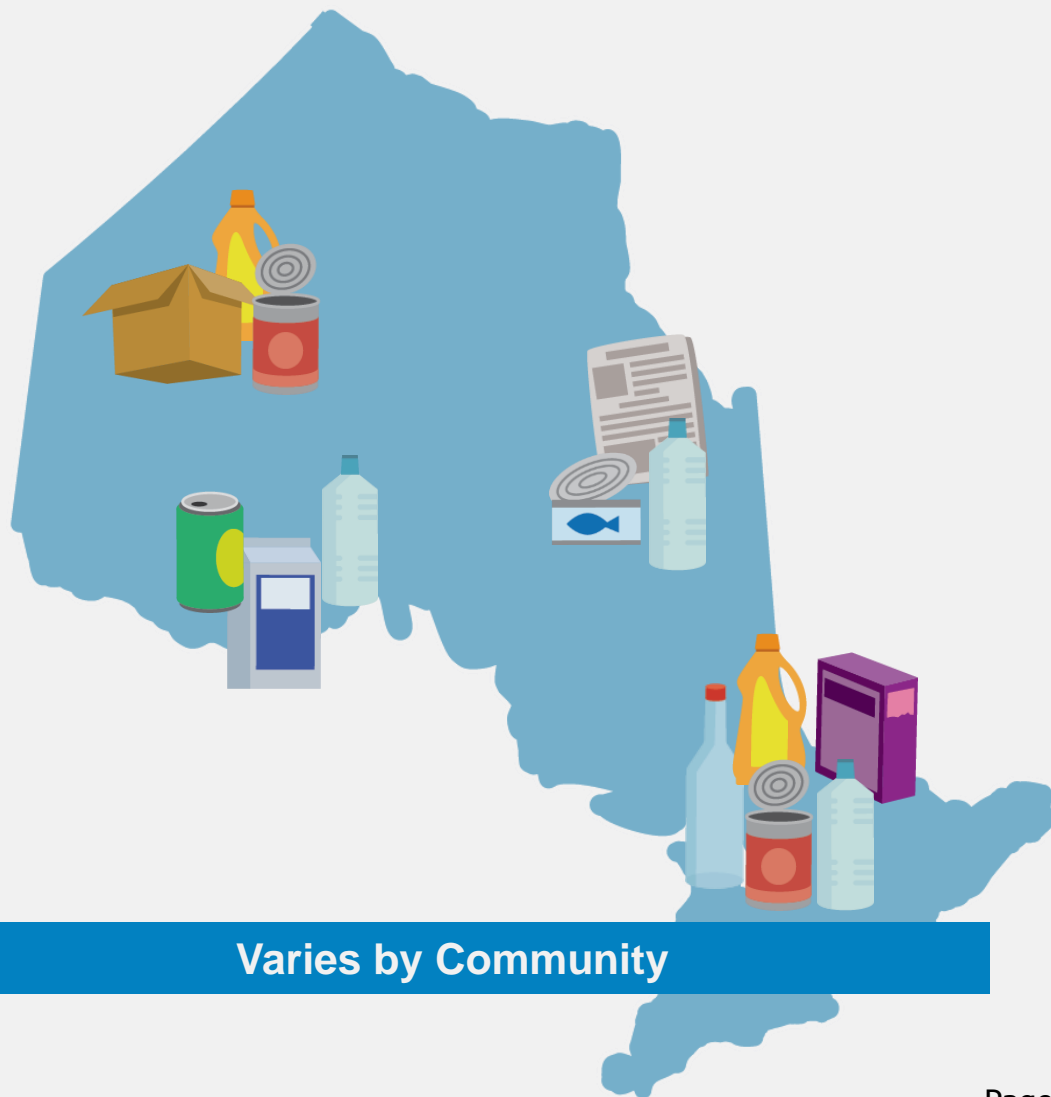
- ✓ Single-use products used for consumption (e.g., straws, cutlery, plates, coffee cups)



- ✓ Single-use products used for containment (e.g., aluminum foil, plastic bag)

Consistent across the Province

Blue Box Materials



Varies by Community



Consistent across the Province

Producers vs. Producer Responsibility Organizations (PROs)



Producers

The brand holders, importers, or retailers of products that contain blue box materials

Any company that sells products (containing packaging materials) into the Ontario market, including on-line sales

Includes:

- Grocery store foods with packaging (cereals, cookies, frozen foods, dairy products)
- Retail stores items with packaging (cosmetics, games, household wares, dog and cat foods)
- Fast food packaging (burgers, fries, pizza, pop cans, water bottles)



Producer Responsibility Organization (PRO)

The Blue Box legislation allows for more than one organization/entity (called a Producer Responsibility Organization - PRO) to represent the producers of paper and packaging products

PROs will work with Producers to help them meet their responsibilities in the new Regulation

Each Producer decides which PRO to join

Producers vs. Producer Responsibility Organizations (PROs)



Producers



Producer Responsibility Organization (PRO)



CIRCULAR
MATERIALS

Circular Materials Ontario (CMO)

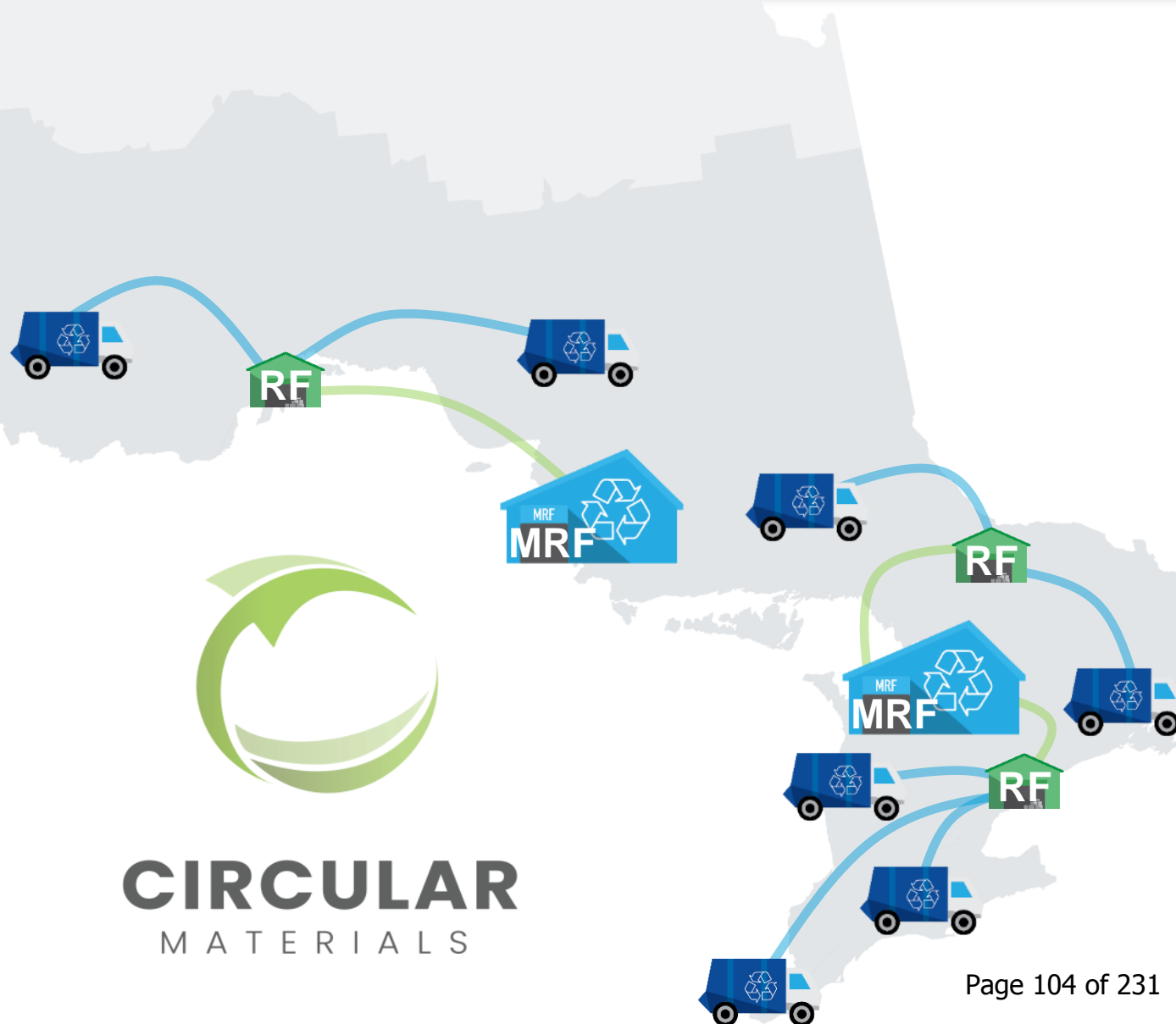
- As the majority PRO in Ontario, Circular Materials Ontario (CMO) is responsible for the **Common Collection System**
 - Will procure & award agreements for collection & consolidation of blue box materials
 - Has hired Reverse Logistic Group (RLG) to help arrange and manage its agreements
- Municipalities must share critical details about their Eligible Sources prior to the transition period to ensure a smooth handover of responsibility



CIRCULAR
M A T E R I A L S



Common Collection System



Circular Materials will oversee the **Common Collection System**

- Ensure curbside & depot collection for all Eligible Sources throughout the Province
- Determine locations of and designate **Receiving Facilities (RF)** for collection operators to deliver materials to for consolidation
- PROs transfer consolidated materials to a **Material Recycling Facility (MRF)**

CMO Offer

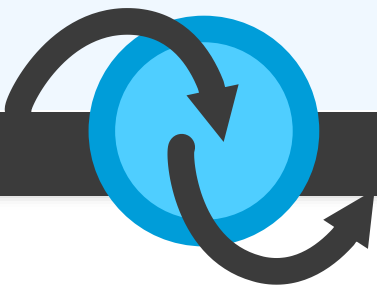
- Given the extensive scope of work and limited timeline to implement a province-wide collection system, CMO presented a standard offer, last revised September 28, 2022, to all municipalities in Ontario requesting that they provide interim blue box services during their transition period.



Municipalities wanting to provide collection services may **opt in** by signing agreements, with commercial terms set by CMO, thus becoming a Contractor to CMO

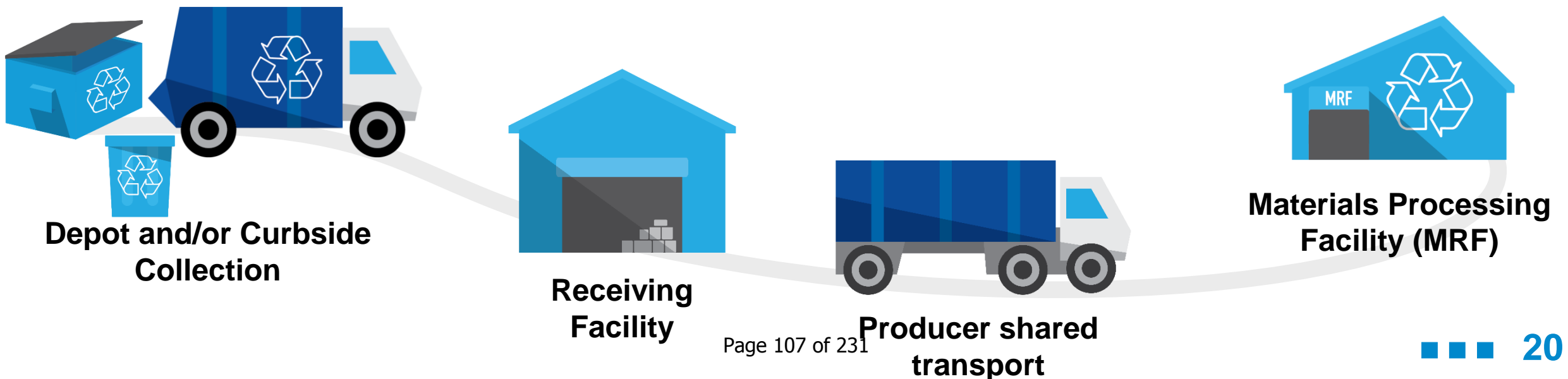
Municipalities not wanting to provide collection services may **opt out**, & CMO will secure arrangements with an alternate service provider

- Elimination of role - eligible community divests & assumes no role. CMO takes over all blue box service responsibilities
- Depot communities – location of depot will change



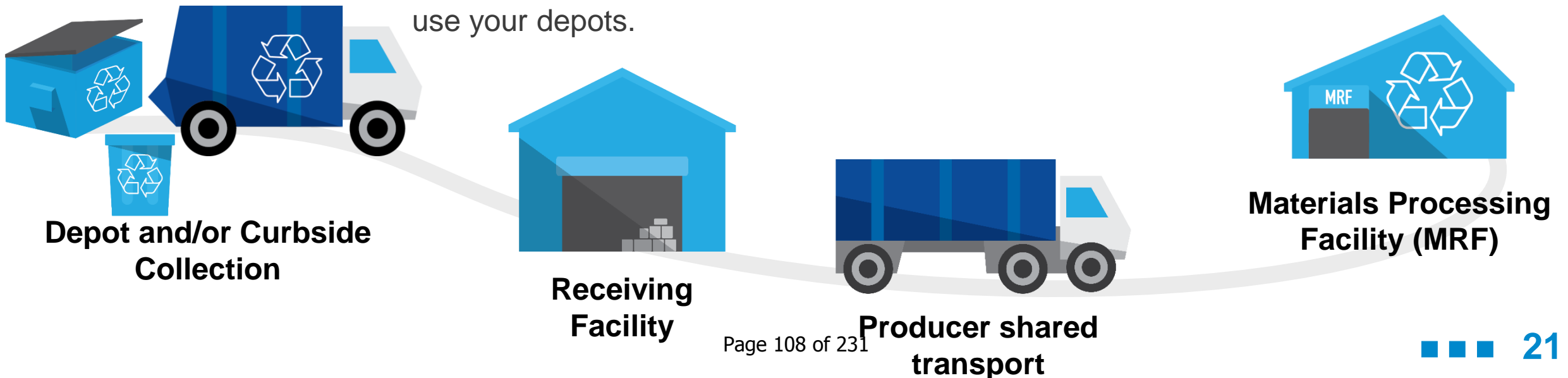
Opting In or Out

Communities can consider providing services at one or multiple points in the collection and post-collection system. Peterborough County Council has decided to **opt out** of all services (see Council Report [here](#)). There is an opportunity for Townships to contract with CMO for Depot Operations, to allow CMO to use Township depots to meet their legislated requirements. Townships would be compensated for this service.



Opting In or Out

Since Peterborough County has opted out of all services, CMO has approached the current contractor (Emterra) to offer them an agreement to continue to service all townships throughout the transition period for curbside collection, and collection from depots. CMO is required by the legislation to collect blue box material from the same number of depots currently being utilized in each Township during the transition period. To meet their requirements, they are offering contracts to townships for depot operations to allow them to continue to use your depots.



Township Depot Operations

Opting In-Sign Contract with CMO for Depot Operations

Pros	Cons
Blue box services will remain at current depots	Townships will have to agree to CMO's contract terms
Townships will receive payments from CMO for blue box operations	Payments will be standardized for all Townships, not based on actual costs

Opting Out-Do not Sign with CMO, no longer collect blue box material

Pros	Cons
Townships have no responsibility for blue box program and do not have to follow CMO contract terms	CMO will have to offer blue box depot services at another location in Township, inconvenient for residents
Additional space at Depots to utilize for other diversion programs	Townships won't receive payments

For townships where not every resident has curbside collection CMO will be required to continue offering depot services after the transition period. For townships where all residents have curbside collection (AN and CM) CMO may determine not to continue to collect at depots in your township after the transition period in 2026.

Next Steps

Next Steps

- CMO will be scheduling a meeting with each township individually to discuss the potential to contract and allow townships to ask questions
- County staff will also be present at this first meeting to assist
- County staff have asked Township staff to send contact information for who should be included at this first meeting from the Townships

Contract Documents

- CMO is currently working on a new Statement of Work document for Depot Operations to remove irrelevant sections of their current contracts posted on their website
- It is expected the new document will be similar to current contracts posted on their [website](#)
- The updated documents will be sent to Township staff prior to the first meeting with CMO

Payments

- CMO will present a standard payment model to all Townships based on a study of average costs they have completed
- The payment model will be sent to Townships prior to the first meeting with CMO

Site Infrastructure

- County currently owns front end bins present at the depots for blue box material
- During transition there is an option for the County to either transfer ownership of these bins to the Townships or Contractor (Emterra)
- After transition in 2026 CMO will require the Contractor to provide bins at depots

Council Decision

- Once Townships have met with CMO and reviewed offers, Township Councils can determine whether the Township opts in or opts out
- County staff are here to assist with information where required

Non-Eligible Sources

- Producers are not required to collect this material and will not allow it to be collected with eligible sources as of January 1, 2026
- There are options to have these sources collected with eligible sources during the transition period for a cost by CMO, or for Municipalities to collect them separately
- The County's contractor currently collects recycling curbside from approximately 500-600 non-eligible sources
- Non-eligible sources are currently able to use depots for recycling drop off
- County staff are working on options to present to Council on whether the County continues to provide blue box services to non-eligible sources starting in 2024 and how to fund this program



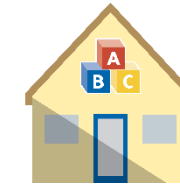
Industrial or commercial properties



Not-for-profit organizations



Municipal buildings or facilities
(e.g., libraries, arenas)



Daycare



Places of worship



Campgrounds and trailer-parks
(without permanent or seasonal households)



Commercial Farms

Non-Eligible Sources Option 1

County Continues to Collect blue box material from non-eligible sources and the recycling program is paid for by the residential and commercial tax levies

In this scenario the County would continue to administer blue box collection for non-eligible sources curbside and at the depots. The County would pay a contractor to provide this service and a combination of the residential and commercial tax levies would continue to fund this program. There would likely be a registration system for non-eligible sources to register for collection and be added to the program. Bins for non-eligible sources at depots would be segregated from residential material and would continue to be free to use.

Pros	Cons
Residential and Commercial properties will pay less than what they are currently paying for blue box services on their property taxes	Residential tax payers would have to subsidize the program for businesses
Minimizes disruption or change in customer experience as this option is status quo to the current program	Additional administration work for Township and County staff to manage program
Allows for increased number of service stops for a lower price per stop than if non-eligible sources were responsible for their own collection	Increased monitoring and enforcement required at depots to keep material separate

Non-Eligible Sources Option 2

County Continues to Collect blue box material from non-eligible sources and the recycling program is paid for by the commercial tax levy only

In this scenario The County would continue to administer blue box collection for non-eligible sources curbside and at the depots. The County would pay a contractor to provide this service and tax non-residential (non-eligible) properties only to receive this service. There would be a registration system for non-eligible sources to register for collection and be added to the program. Bins for non-eligible sources at depots would be segregated from residential material and non-eligible sources may be charged disposal fees at depots to cover the costs of the depot collection service.

Pros	Cons
No burden on residential taxpayers	Non-eligible properties would pay more than what they are currently paying for blue box service in their property taxes since the program would not be subsidized by the residential tax levy.
Allows for increased number of service stops for a lower price per stop than if non-eligible sources were responsible for their own collection	Increased likelihood of complaints and frustration from non-eligible sources since there would be increased costs to businesses
Increased revenue from tipping fees at depots to help cover costs of program	Increased monitoring and enforcement required at depots to keep material separate

Non-Eligible Sources Option 3

Stop Collecting

In this scenario the County would stop collecting blue box material from non-eligible sources curbside and at depots. The County could put together a list of contractors for non-eligible sources to use as reference and they would be responsible for setting up their own private arrangements for blue box collection.

Pros	Cons
Non-eligible sources would pay less on property taxes and will be able to source their own contracts/pricing	Likely the most inconvenient option for non-eligible sources
No burden on residential taxpayers	Increased likelihood of complaints and frustration from non-eligible sources once collection stops
No administrative work required by County	Could be most expensive scenario for non-eligible sources

Non-Eligible Source Surveys

- County staff will be surveying non-eligible sources on their preferred option in Q1 of 2023
- Please direct any inquiries you receive based on these surveys to County staff



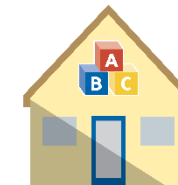
Industrial or commercial properties



Not-for-profit organizations



Municipal buildings or facilities
(e.g., libraries, arenas)



Daycare



Places of worship



Campgrounds and trailer-parks
(without permanent or seasonal households)



Commercial Farms

Non-Eligible Sources at Depots

- CMO is offering to collect Non-eligible sources mixed in with eligible source material at depots during the transition period **only** for a cost
- If Townships cannot prove otherwise CMO will assume that 25% of the blue box material in the bins is from non-eligible sources and charge a standard fee to collect and process this material
- CMO has developed a [guidance document](#) for managing non-eligible sources at depots which includes approved methods for determining an actual percentage of non-eligible source material at depots
- It's uncertain whether this option will be cost effective, however County staff will work with townships to work through the methods in the guidance document to determine the actual percentage of non-eligible sources at depots to provide to CMO if the County and Townships wish to utilize this option in the future
- Methods include surveying customers at depots for a set period to determine whether the customer is from an eligible or non-eligible source, or utilizing MPAC data



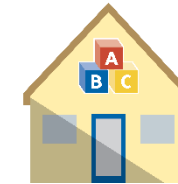
Industrial or commercial properties



Not-for-profit organizations



Municipal buildings or facilities
(e.g., libraries, arenas)



Daycare



Places of worship



Campgrounds and trailer-parks
(without permanent or seasonal households)



Commercial Farms

Summary and Next Steps

- All Townships transition to producer responsibility of the blue box on January 1, 2024
- County has opted out of providing all blue box services
- CMO will be responsible for providing a contractor for curbside collection and collection at depots
- CMO is interested in working with Townships for Depot Operations to allow them to meet their legislative requirements and continue using existing depots for blue box material drop off
- CMO will set up meetings with each Township individually, and include County staff to discuss their offer
- CMO will provide Townships with the contract documents and payment model prior to the meeting
- Township Councils can determine whether the Townships will contract with CMO (opt in) or opt out and stop accepting blue box material at depots
- County staff will continue to work with townships on non-eligible source options at depots, and send out surveys to non-eligible sources in Q1 of 2023
- County Council will determine how to move forward with non-eligible sources
- County staff are available to assist Townships wherever needed

Recommendation:

That the Building Department-2023-13 report, dated November 21, 2023, regarding the Municipal Sign By-law be received and that the Draft By-law be approved at the appropriate time during the meeting.

Overview:

Regulating the size, location and maintenance of signs throughout the Township is warranted as the proposed By-law is intended to help preserve and protect the aesthetics of the Townships' landscape.

Conclusion:

Signs are an integral means of promoting all that our Township has to offer. This comprehensive Municipal Sign By-law offers businesses and residents alike, clear direction of what is permissible when contemplating the use of a sign.

Financial Impact:

The intent of this By-law is to provide a permitting process and outline a fee and penalties schedule to be collected. It is intended that any fees or penalties would be to cover costs of administration, inspection and enforcement (i.e., breakeven cost). The proposed fee and penalties structure is outlined in Schedule 'A' and Schedule "B" of the By-law respectively.

Strategic Plan Applicability:

To ensure and enable an effective and efficient municipal administration.

Report Approval Details

Document Title:	Sign By-law - v2.docx
Attachments:	- Draft Sign By-law - Updated 11.11.23 - DH edits.pdf
Final Approval Date:	Nov 15, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs

The Corporation of the Township of Douro-Dummer
By-law 2023 - xx
A By-law to Regulate the Use and Erection of Signs in the
Corporation of the Township of Douro-Dummer

Whereas The *Municipal Act, 2001*, Section 99 authorizes Municipal Councils to pass By-laws respecting advertising devices including signs;

And Whereas The *Municipal Act, 2001*, Section 391 authorizes fees and charges to be imposed on persons for the use of its property including property under its control;

And Whereas The *Municipal Act, 2001*, Section 446 authorizes entry onto property to enforce Township By-laws;

And Whereas The *Municipal Act, 2001*, Section 63(1) authorizes the removal and impounding of objects that contravene the By-law;

And Whereas The *Municipal Act, 2021*, Section 429 authorizes the establishment of a system of fines for offences under a By-law;

And Whereas Council considers it desirable to regulate certain types of advertising devices including signs within the Corporation of the Township of Douro-Dummer;

Now Therefore the Council of the Corporation of the Township of Douro-Dummer hereby enacts as follows:

1. Short Title

This By-law may be cited as the ‘Municipal Sign By-law’ for the Corporation of the Township of Douro-Dummer.

2. Definitions

For the purposes of this By-law, the following definitions shall apply:

2.1. “Alter, Altered, or Alteration” shall mean any change to a sign with the exception of:

2.1.1 A change in the message displayed by a sign;

2.1.2 The rearrangement of numbers, letters or copy applied directly to the face of a sign and specifically designed and intended to be periodically rearranged; or

2.1.3 The repair and maintenance, including replacement by identical components; unless such works change the size, height or location of the sign or otherwise affect the structure of the sign.

2.2. “Applicant” shall mean a person who is applying for a sign permit under the terms of this By-law.

2.3. “Awning” shall mean a retractable or non-retractable roof-like structure constructed of canvas or canvas-like material (which may have displayed

thereon a message) supported by a frame that projects from, is attached to and is supported by a building.

- 2.4. "Building Code"** shall mean the Ontario Building Code Act, as amended and includes any regulations thereunder.
- 2.5. "Clear Height"** shall mean the distance between the highest elevation of the ground beneath a sign or awning and the lowest point of the sign (excluding support poles) or awning, as the case may be.
- 2.6. "Council"** shall mean the Council of the Corporation of the Township of Douro-Dummer.
- 2.7. "Corporation"** shall mean the Corporation of the Township of Douro-Dummer.
- 2.8. "Erect"** shall mean to attach, display, alter, build, construct, reconstruct, enlarge, or move, but does not include any change in the message displayed on a sign or any act performed to maintain a sign.
- 2.9. "Highway"** shall have the same meaning as that word as defined in the Municipal Act.
- 2.10. "Lot"** means a parcel of land, described in a deed or other document legally capable of conveying title, or shown as a lot or block on a registered plan of subdivision or part thereof, and includes any parts of such parcel that are within a legal right-of-way or easement, save and except a registered plan of subdivision which has been deemed not to be a registered plan of subdivision under a By-law passed pursuant to Section 50 of the Planning Act R.S.O. 1990, as amended.
- 2.11. "Marquee"** shall mean a permanent roof structure constructed of metal, wood, plastic, plaster or similar materials projecting from, attached to and supported by a building, upon which there may be one or more sign faces.
- 2.12. "Municipal Property"** shall mean property owned by or under control of the Corporation of the Township of Douro-Dummer.
- 2.13. "Sign"** Shall mean any device or display upon which there is printed, projected or attached any announcement, declaration, or insignia, use for direction, information, identification, advertisement, business promotion, or promotion of products, or availability or services whether intended to be permanent or temporary capable of being readily moved or relocated, and includes an inflatable model placed on a lot for the purpose of advertising, and also includes banners and vehicles used strictly as advertising devices, and shall include sign structures and the sign face, but shall not include flags or embellishments to a lot or building that are strictly for design or architectural purposes. A single faced sign means a sign containing only one (1) sign face and a double-faced sign means a sign containing two (2) sign faces opposite each other.
- 2.14. "Sign Area"** shall mean the area of the copy surface. For the purpose of this By-law, any double-faced sign shall be deemed to have only one (1) face, provided that the faces are identical, contiguous, and/or diverging at an angle of not more than fifteen (15) degrees.

2.15. "Sign Classifications"

- 2.15.1. "Abandoned Sign"** shall mean a sign located on property which becomes vacant and unoccupied for a period of ninety (90) days or more, or any sign which pertains to a time, event or purpose forty-eight (48) hours after which it no longer applies.
- 2.15.2. "Animated Sign"** shall mean a sign whose sign face moves in whole or in part and includes flashing, chase lighting, or electronic message which is stagnant for less than sixty (60) seconds or rotating sign but does not include a clock, a time, date or temperature display.
- 2.15.3. "Banner Sign"** shall mean a temporary sign made of vinyl, cloth, canvas or other like material.
- 2.15.4. "Billboard Sign"** shall mean a sign structure to which advertising copy is fastened in such a manner as to permit its periodic replacement and which displays goods, products, services or facilities that are not available at the location of the sign and/or which directs or invites a person to a location different from which the sign is located, and does not exceed 60 square metres in size.
- 2.15.5. "Black Fluorescent Sign"** shall mean a permanent sign or mobile sign containing large coloured changeable letters.
- 2.15.6. "Civic Address Sign"** shall mean a standardized sign supplied by the municipality and which is installed at or near the street line.
- 2.15.7. "Contractor's Sign"** shall mean a single or double faced temporary on-premise sign containing the name of the contractor or the name of the product being used for an on-going construction, renovation or maintenance project on a lot, where such sign shall be removed upon completion of the work.
- 2.15.8. "Developer's Sign"** shall mean a single or double faced temporary on-premise sign used to identify a development or redevelopment project on a lot or establishment or a subdivision, where such sign is removed upon completion of the development project. It shall have a maximum sign area of 9 square metres.
- 2.15.9. "Directional Sign, Off-premise"** shall mean an off-premise sign that is used to guide vehicular and pedestrian traffic to a lot or business. The sign shall contain only the name of the business or enterprise, the logo and an arrow or other form of directional indicator and shall have a maximum sign area of 3 square metres.
- 2.15.10. "Directional Sign, On-premise"** shall mean an on-premise sign that is used to guide vehicular and pedestrian traffic on a lot, such as entry or exit signage, or on-site parking signage and includes menu signage and similar on-site instructional signage, but shall not include any advertising matter. The sign shall have a maximum sign area of 0.5 square metres.

- 2.15.11. "Directory Sign"** shall mean a sign listing the tenants of a multi-tenant commercial or industrial building containing at least two (2) distinct tenant units which sign includes only the municipal address and a list of tenants or occupancies for identification purposes.
- 2.15.12. "Double Faced Sign"** shall mean a sign having two (2) sign faces of equal area and proportions which are located exactly opposite each other on the sign structure. (see Sign Area Section 2.15)
- 2.15.13. "Election Sign"** As defined and regulated in By-law 2021-66 of the Corporation.
- 2.15.14. "Electronic Message Display"** shall mean a sign or part of a sign which is electronically controlled to display information in a pre-arranged sequence.
- 2.15.15. "Fascia Sign"** shall mean a single faced accessory sign which is painted directly onto a building façade or attached directly to the wall of a building and which does not project more than 0.3 metres from the building. Any message displayed on an awning or marquee, whether projecting over a street or not, shall be deemed a fascia sign for the purposes of this By-law.
- 2.15.16. "Fence Sign"** shall mean a single or double faced sign which has been affixed to a fence.
- 2.15.17. "Ground Sign"** shall mean a single or double faced on-premise sign which rests on the ground or is mounted on one or more poles where the sign has a clear height of less than 3.0 metres.
- 2.15.18. "Hanging Sign"** shall mean a sign which is attached perpendicular to the wall of a building, which overhangs a sidewalk or other pedestrian walkway and is fixed to prevent swinging.
- 2.15.19. "Home Industry Sign"** shall mean a sign for the identification of a home occupation, and shall adhere to the requirements of the Township's Comprehensive Zoning By-law.
- 2.15.20. "Home Occupation Sign"** shall mean a sign for the identification of a home occupation, and shall adhere to the requirements of the Township's Comprehensive Zoning By-law.
- 2.15.21. "Illuminated Sign"** shall mean a sign which is illuminated directly, indirectly, internally or externally by fluorescent lamps or luminous tubes.
- 2.15.22. "Inflatable Sign"** shall mean a sign designed to be airborne and tethered to the ground, a vehicle, or any other structure and shall include balloons and any other inflatable sign.
- 2.15.23. "Mobile Sign"** shall mean a sign mounted on or connected to a trailer or other type of structure which is not permanently anchored in the ground and is designed in such a manner as to facilitate its movement from place to place for the purpose of advertising on a temporary basis including

inflatable signs, but shall not include a sandwich board, or real estate sign.

- 2.15.24. "Multi-faced Sign"** shall mean a ground sign having more than two (2) sign faces up to a maximum of four (4) sign faces, each face being of equal area and proportion to the other.
- 2.15.25. "Off-Premise Sign"** shall mean a sign identifying or advertising a business, person, activity, goods, products or service, which is not related to, or available at the premises where the sign is located.
- 2.15.26. "On-premise Sign"** shall mean a sign identifying, advertising, or directing attention to a business, profession, commodity, subject service, or entertainment which is conducted, sold or offered at the lot upon which the sign is located
- 2.15.27. "Personal Identification Sign"** shall mean a single or double-faced on-premise sign that identifies the residential occupants of the lot.
- 2.15.28. "Poster Panel Sign"** shall mean a single or double faced off-premise sign which is used for the display of a message produced on a sheet of paper that may be either self-supporting or affixed to a building or other structure for support.
- 2.15.29. "Private Warning Sign"** shall mean a single faced on-premise sign that directs a warning to the public such as no trespassing, beware of dog, no hunting or similar warnings.
- 2.15.30. "Projecting or Overhanging Sign"** shall mean any sign whose sign face is not parallel with the surface of the structure to which it is attached.
- 2.15.31. "Public Information Sign"** shall mean any sign erected for or at the direction of any government authority, agency, board or committee for the purpose of providing information to the public concerning such authority, agency, board or committee or any proceedings thereof and shall include signs that advertise Planning Act applications.
- 2.15.32. "Readograph"** shall mean a sign or part of a sign on which copy is changed manually with letters or pictorial panels.
- 2.15.33. "Real Estate Sign"** shall mean a temporary sign located on a lot for the purpose of announcing a sale, lease, or rental of such lot or a building or structure located thereon.
- 2.15.34. "Sandwich Board"** shall mean a sign which is secured but not permanently affixed to the ground. Being self-supportive, it forms the shape of an 'A' when erected. Its size and shape shall be limited to a maximum of 1.2 metres in height and 0.6 metres in width for each sign face.
- 2.15.35. "Temporary Sign"** shall mean a sign which is intended to advertise community events or civic projects, or promote patriotic, religious or charitable events on a temporary basis.
- 2.15.36. "Yard Sale Sign"** shall mean a sign which is used solely for the purpose of directing traffic to the location of a yard,

garage, household, or auction sale. Such signs may include the name of the event holder, and the location and/or time of the event but shall contain no other message. Such sign shall be removed immediately following the closure of the event.

2.16. "Sight Triangle" means the triangular space formed by the street lines of a corner lot and a line drawn from a point in one street line to a point in the other street line, each such point being 9 metres from the point of intersection of street lines (measured along the street lines). Where two street lines do not intersect at a point, the point intersection of the street lines shall be deemed to be the intersection of the projection of the street lines or the intersection of the tangents to the street lines.

2.17. "Sign Face" shall mean that portion of a sign on which a message is intended to be displayed.

2.18. "Sign Structure" shall mean those parts of a sign consisting of the supports or framework for the support of the sign.

2.19. "Street" means a public thoroughfare under the jurisdiction of either the Corporation, the County or the Province of Ontario. This definition shall not include a lane or private right-of-way.

2.20. "Street Frontage" shall mean the limit of the street allowance and is the dividing line between a lot and a street.

2.21. "Third Party Advertising" shall mean a sign erected on or at a business premise intended to advertise a business that is conducted at another location.

2.22. "Zoning By-law" shall mean any zoning By-law of the Corporation passed under Section 34 of the Planning Act, R.S.O., 1990, as amended.

3. General Provisions

3.1. Scope

Unless otherwise specifically exempt, all lands within the limits of the Corporation of the Township of Douro-Dummer are subject to the provisions of this By-law.

3.2. Effect of this By-law

No person shall erect, display or alter, or cause the same, any sign within the corporate limits of the Township of Douro-Dummer that is in contravention of any provision of this By-law.

This By-law shall not be effective to reduce or mitigate any restrictions lawfully imposed by a governmental authority having jurisdiction to make such restrictions. The most restrictive of all the regulations shall prevail.

This By-law shall not supersede any other By-law of the Township of Douro-Dummer referencing signs (ie. 911, Stop Signs, Election Signs).

3.3. Permit Required

No person shall erect, display or alter, or cause to be erected, displayed, or altered a sign within the municipal limits of the Corporation except in

accordance with a sign permit issued by the Chief Building Official or their designate, unless the sign permit requirement has been specifically exempted by this By-law.

3.4. Issuance of Permit

When the requirements of this By-law have been complied with and the Chief Building Official or their designate accepts and approves the application and all the plans and drawings therewith, and when the necessary fees have been paid, the Chief Building Official or their designate shall issue a permit for the erection of the sign. The Corporation will endeavour to issue sign permits within ten (10) business days of receipt of a complete application.

The Chief Building Official or their designate shall not issue a sign permit for a proposed sign, awning or marquee, which would contravene any provision of this By-law, the Building Code Act or any other applicable statute.

3.5. Sign Permits and Fees

- 3.5.1.** Every applicant for a sign permit shall complete a sign permit application provided by the Building Department, submit all necessary plans and drawings, and pay all applicable fees as set out in Schedule "A" – Fees.

- 3.5.2.** The applicant for a sign permit shall provide the following information by drawings or in writing as may be required by the Chief Building Official or their designate in their sole discretion:
 - 3.5.2.1** A key plan illustrating the general location of the land on which the proposed sign is to be located;
 - 3.5.2.2** A Site Plan depicting the location of all existing buildings and their entrances and the location of the proposed sign;
 - 3.5.2.3** The type, size and weight of the sign;
 - 3.5.2.4** The minimum clear height and the maximum height of the sign;
 - 3.5.2.5** The type and operation of lighting, if any, of the sign;
 - 3.5.2.6** The means of support and manner of erection of the sign;
 - 3.5.2.7** The location and size of other signs on the lot and on lots within the vicinity of the subject lot;
 - 3.5.2.8** Existing and proposed use(s) of the premises;
 - 3.5.2.9** The Zone designation of the premises;
 - 3.5.2.10** The municipal address of the premises;

- 3.5.2.11** The name and addresses of the owner of the sign;
- 3.5.2.12** The name and address of the erector of the sign;
- 3.5.2.13** Other information as determined by the Chief Building Official or their designate with respect to the building including architectural and structural drawings as may be necessary to determine if the building is structurally capable, under the Ontario Building Code, of supporting the sign.

- 3.5.3.** The Chief Building Official or their designate may require approval on the structural details of a proposed sign, awning or marquee that will project over a street, from a professional engineer or architect prior to the issuance of a building permit.
- 3.5.4.** The fee schedule for all Sign Permits shall be as provided in Schedule "A" - Fees to this By-law. All fees paid are non-refundable.

3.6. Revocation of a Sign Permit

The Township may revoke a permit under the following circumstances:

- 3.6.1.** When six (6) months after its issuance, the erection, display, alteration of the sign in respect of which the permit has been issued has not, in the opinion of the Chief Building Official or their designate, been seriously commenced or has been substantially suspended or discontinued.
- 3.6.2.** Where the sign does not conform to this By-law, the Ontario Building Code or and other applicable regulation or legislation; or
- 3.6.3.** Where the permit has been issued as the result of false, mistaken, incorrect, or misleading statements, or undertakings on the application.

3.7. Inspection

Upon completion of the erection, display, alteration or repair of a sign for which a permit has been issued, the person to whom the permit was issued shall notify the Chief Building Official or their designate, who shall within thirty (30) days from the date of such notice, inspect the sign and sign structure to ensure that it has been erected, displayed, altered or repaired in accordance with the approved plans in respect to which the permit was issued, the requirements of this By-law, the Ontario Building Code, and any other applicable laws.

3.8. Exemptions

No permit shall be required for any of the following:

- 3.8.1.** Personal identification signs having a maximum sign area of 0.5 metres.

- 3.8.2.** Real estate.
- 3.8.3.** Private Warning signs or other such directional signs regulating the use of the property having a maximum sign area of 0.5 metres
- 3.8.4.** Directory signs.
- 3.8.5.** On-premise directional signage.
- 3.8.6.** Memorial or commemorative signs or tablets, ground mounted or permanently attached or architecturally integrated into a building.
- 3.8.7.** Signs erected by a government or municipal agency.
- 3.8.8.** Signs erected upon commercial or industrial premises which list only the hours of operation, municipal address, unit number, telephone number, webpage and or email address, providing that the number of such signs does not exceed one per business establishment and that the sign area does not exceed 0.5 square metres.
- 3.8.9.** All signs in the interior of buildings, whether they can be seen from the outside or not, including window painted signs.
- 3.8.10.** Election signs.
- 3.8.11.** Temporary signs, subject to their removal within one (1) week of the conclusion of the special event.
- 3.8.12.** Signs that are used to advertise the sale of fresh farm products provided the total area of the sign does not exceed 1.5 square metres.
- 3.8.13.** Civic address signs not exceeding 0.2 square metres in sign area.

3.9. Enforcement

This By-law shall be administered by the Chief Building Official or their designate, as appointed by the Council of the Corporation of the Township of Douro-Dummer.

3.10. Location of Signs

No sign shall be located in such a manner as to impede the view of any highway intersection or railroad grade crossing or any ingress and/or egress from private or public property or where, in the opinion of the road authority having jurisdiction, it may be confused with or impair the view of any authorized traffic sign, signal or device. If a sign falls within jurisdiction of another governmental authority, input from the applicable authority will be sought.

3.11. Number of Signs

3.11.1. Off-premise Signs

A maximum of one (1) off-premise sign may be erected or displayed on one lot subject to the provisions of this By-law.

3.12. Existing Signs

- 3.12.1.** This By-law shall not apply so as to require any sign, other than a sign located on municipal property, that was lawfully erected or displayed on the date this By-law comes into full force and effect that does not comply with the provisions of this By-law, to be made to comply with this By-law so long as the sign is not altered.
- 3.12.2.** If any sign legally existing on the date this By-law comes into full force and effect is removed, relocated or deemed by the Chief Building Official or their designate to be substantially altered, the sign shall be replaced or upgraded only in accordance with all the requirements of this By-law.
- 3.12.3.** Subsection 3.12.1 does not apply to signs located on Municipal Property.

3.13. Maintenance

Every sign shall be kept clean, neatly painted, well maintained and in good state of repair as to safety and appearance. No person shall permit any sign to become unsafe. Failure of maintenance requirements is subject to section 6.2.2.

3.14. Illumination

- 3.14.1.** Signs may be illuminated unless otherwise expressly prohibited by this By-law or the Comprehensive Zoning By-law.
- 3.14.2.** No illumination of a sign shall spill beyond the face of the sign such that light interferes with the enjoyment of neighbouring lands or interferes with the visibility on nearby streets.

3.15. Prohibited Signs

Any sign not expressly permitted by the By-law is prohibited and without limiting the generality of the foregoing, the following signs are specifically prohibited:

- 3.15.1.** Abandoned sign;
- 3.15.2.** Animated sign;
- 3.15.3.** A banner, other than a banner located within a public road allowance which has been given approval by Council.
- 3.15.4.** An inflatable advertising sign;
- 3.15.5.** A sign erected or painted on a vehicle or trailer where the vehicle or trailer is not in weekly operation for transportation and is parked in a manner so as to make the sign visible from a street for the purpose of functioning as an identification, information or advertising sign.
- 3.15.6.** A sign located so as to obstruct the view of any pedestrian or motor vehicle driver so as to cause an unsafe condition;
- 3.15.7.** A sign located within a site triangle;

- 3.15.8.** A sign interfering with or obstructing the view of an authorized traffic sign, traffic signal, or an official sign or any sign capable of being confused with such traffic sign, traffic signal or official sign;
- 3.15.9.** Any sign which may interfere with or damage any above or below ground municipal or utility services which have been lawfully placed at the location;
- 3.15.10.** Any sign structure in a state of disrepair or in an unsafe, damaged or hazardous condition;
- 3.15.11.** Any mobile sign structure anchored by concrete blocks, sandbags, or any other hazardous or unsightly objects;
- 3.15.12.** Any sign or part of any sign on or within any Municipal Road Allowance (unless accompanied by an encroachment agreement), public park, or municipally owned lands;
- 3.15.13.** Any sign so illuminated that it interferes with the effectiveness of, or obscures a traffic control sign, device or signal;
- 3.15.14.** Any sign, which obstructs or interferes with any maintenance operations provided by the Township;
- 3.15.15.** Any sign which obstructs any fire escape, fire exit, fire hydrant or standpipe;
- 3.15.16.** Any mobile sign located on any property or vacant lot not under his or her control without the prior written authorization from the owner of the property or vacant lot;
- 3.15.17.** Except for a public information sign, banner or sign pertaining to public safety, no person shall attach or display any sign or advertisement on a utility pole, light standard, fence or tree except as provided for hereafter; and
- 3.15.18.** A fence sign.

3.16. Municipal Property

Except for sandwich board signs which have been authorized by the Municipal pursuant to the provisions of the By-law and those signs described in Sections 3.8.6, 3.8.7, 3.8.10, 3.8.11 and 3.8.13 of this By-law, no other sign shall be located on any Municipal street, square, walkway, park, sidewalk, boulevard or parking lot. No sign shall be attached to a tree or utility pole or a municipal owned sign.

4. Special Provisions

Every person who erects or displays a sign shall comply with the following requirements:

4.1. Mobile Signs

A permitted mobile sign may be displayed for a period of ninety (90) days per calendar year (Jan 1st, to Dec 31st) at one (1) location.

4.1.1. Number of Signs

- 4.1.1.1** A maximum of one (1) mobile sign shall be permitted on a lot having a frontage of 121 metres or less.
- 4.1.1.2** A maximum of two (2) mobile signs shall be permitted on a lot having a frontage exceeding 121 metres and less than 242 metres.
- 4.1.1.3** A maximum of three (3) mobile signs shall be permitted on a lot having a frontage of 242 metres or more.

4.1.2. General Provisions

- 4.1.2.1** It is located on private property;
- 4.1.2.2** It is displaying a message that logically and clearly indicates that the use is for the person who originally applied for the permit;
- 4.1.2.3** It is in good repair and has not become unsafe, unsightly or dangerous;
- 4.1.2.4** It is situated at grade;
- 4.1.2.5** Where it has been leased or rented from a sign company, the name and telephone number of the sign company is affixed to the sign at a clearly visible location;
- 4.1.2.6** It has no more than two (2) sign faces for which the maximum sign face area shall not exceed 4.6 square metres in which no one dimension is greater than 2.4 metres.
- 4.1.2.7** Where a business is located on a lot occupied by two (2) or more businesses, no application shall be approved if the total number of signs permitted on that lot would be exceeded until a permit has expired;
- 4.1.2.8** It is located a minimum of 3 metres from the closest edge of a sidewalk or lot line and at least 23 metres from the closest edge of another mobile sign; and
- 4.1.2.9** A blank mobile sign shall not be permitted.

4.2. Readographs, and Electronic Message Displays,

- 4.2.1.** Readographs and Electronic Message Displays shall be permitted in Commercial, Industrial and Institutional Zones.
- 4.2.2.** A ground sign incorporating a readograph or an electronic message display shall be subject to the provisions of section 4.4 of this By-law, except that the maximum permitted sign area for a ground sign incorporating a readograph or electronic message display shall be twenty-five (25) percent greater than the maximum permitted sign area that does not incorporate a readograph or an electronic message display.

- 4.2.3.** The intensity of illumination of an electronic message display during a cycle shall be maintained at a constant level. In addition, such signs shall come equipped with automatic dimming technology that automatically adjusts the signs brightness in direct correlation with ambient light conditions.
- 4.2.4.** Notwithstanding the policies contained herein as they relate to message display duration, the policies that apply to sign illumination as regulated by the County of Peterborough shall govern in the areas within which the County has jurisdiction. In those areas outside of the County's jurisdiction (urban areas with speed limits 50 km or lower) the information displayed on an electronic message display shall be static for at least six (6) seconds per message.

4.3. Fascia Signs

- 4.3.1.** A fascia sign may only be erected or displayed on that portion of an exterior wall which is adjacent to that business and only when the wall faces a street, public lane, public parking lot or private parking lot.
- 4.3.2.** A fascia sign shall be permitted in any commercial, industrial and community facility Zone.
- 4.3.3.** A fascia sign shall only be permitted for the purpose of providing a notice of the use or occupancy of the building for which it is attached.
- 4.3.4.** A fascia sign may be erected above the first storey of any building, with a minimum clear height of 2.7 metres.
- 4.3.5.** The total sign area of all fascia signs on a building shall not exceed twenty-five (25) percent of the wall area of the first storey.
- 4.3.6.** Directional fascia signs shall be permitted in the parking areas of restaurants, multiple unit retail establishments, industrial areas and multiple unit residential buildings, which shall not exceed 0.6 square metres in sign area.
- 4.3.7.** Fascia signs shall be anchored safely and securely to the exterior wall of a building that is capable of carrying this additional load by means of approved fastener.
- 4.3.8.** A fascia sign shall not project more than 0.3 metres from the wall of a building to which it is attached.
- 4.3.9.** Each lot shall be limited to two (2) fascia signs or one fascia sign for each business operation. An additional fascia sign is permitted for each additional street frontage.
- 4.3.10.** A fascia sign shall not exceed the height of the wall to which it is attached.

4.4. Ground Signs

- 4.4.1.** Ground signs shall be permitted in any Commercial, Industrial and Institutional Zone.
- 4.4.2.** One (1) ground sign shall be permitted on a property with frontage on a municipal roadway. If a property has more than one (1) municipal frontage on more than one (1)

roadway, one (1) sign for each frontage shall be permitted on that property.

- 4.4.3.** A ground sign on a property with frontage of less than 30.0 metres shall not exceed 5.5 metres in height, and shall not exceed 5.5 square metres in sign area.
- 4.4.4.** For each additional 5.0 metres of frontage, an additional 0.5 metres of height shall be permitted, to a maximum height of 8.0 metres. Further, an additional 0.5 square metres in area shall be permitted, to a maximum area of 7.0 square metres.
- 4.4.5.** One (1) off premises ground sign shall be permitted on a property that is undeveloped, which shall not exceed 5.0 square metres in sign area.
- 4.4.6.** A ground sign shall be located at least 6.0 metres from the property line of any Zone that permits a single detached dwelling as a primary use.
- 4.4.7.** A ground sign shall be located at least 1.5 metres from the property line of any adjacent Commercial, Industrial or Institutional Zone.
- 4.4.8.** A ground sign shall be located at least 15 metres from any property line abutting a Street, lane or private right-of-way.
- 4.4.9.** Ground signs shall be set in concrete footings which shall extend below the depth of frost penetration and shall be of sufficient size and weight to prevent overturning of the sign.
- 4.4.10.** Where required by the Chief Building Official or their designate, ground signs shall be designed by a professional engineer when required by the Ontario Building Code.

4.5. Sandwich Board Signs

- 4.5.1.** A sandwich board sign shall be permitted on Corporation property during regular business hours only where an encroachment agreement has been entered into with the Corporation.
- 4.5.2.** A maximum of one (1) sandwich board sign per business may be erected or displayed within the municipal limits.
- 4.5.3.** Sandwich board signs must be removed from public property after business hours.

4.6. Election Signs

Election Signs are governed by the Township of Douro-Dummer By-law 2021-66, as amended, being a By-law to Manage and Regulate Election Signs and Campaign Advertisements.

4.7. Poster Panel Signs

- 4.7.1.** Poster panel signs shall be permitted in any Commercial or Industrial Zone.

- 4.7.2.** Only one (1) poster panel sign shall be permitted on a property.
- 4.7.3.** The regulations contained within Section 4.4 Ground Signs as they relate to sign height, sign area and location apply equally to Poster Panel Signs.
- 4.7.4.** Where required by the Chief Building Official or their designate, ground signs shall be designed by a professional engineer when required by the Ontario Building Code.

4.8. Hanging Signs

- 4.8.1.** Hanging signs shall be permitted in any Commercial, Institutional or Industrial Zone.
- 4.8.2.** The maximum area of a hanging sign shall not exceed 1.5 square metres.
- 4.8.3.** A hanging sign shall be firmly anchored to a building face.
- 4.8.4.** The sign shall have a minimum clearance above grade of 2.4 metres.
- 4.8.5.** A hanging sign shall not be constructed as a swing sign.

5. Zones Where Signs are Permitted

Every person who erects or displays a sign shall comply with the following requirements:

5.1. Interpretation

Reference made in this By-law to the Zoning By-law of the Corporation of the Township of Douro-Dummer, shall mean the Comprehensive Zoning By-law of the Township of Douro-Dummer No. 10-1996 as amended.

5.2. Signs Permitted in all Zones

Real estate signs, contractor’s signs, developer’s signs, directional signs, warning signs, traffic control signs and public information signs shall be permitted in any Zone.

No person shall erect a real estate sign, contractor’s sign, developer’s sign, directional sign, warning sign, in any Zone, except in accordance with the following provisions;

5.2.1. Real Estate Signs

- 5.2.1.1** Real estate signs shall be permitted in any Zone on a lot which is for sale or available for lease or rent, and shall be removed within twenty-one (21) days following the confirmation of a sale or the leasing of the premises;
- 5.2.1.2** Real estate signs shall not have a sign area exceeding 0.5 square metres, except in a

commercial or industrial Zone, where the sign area shall not exceed 3 square metres; and

- 5.2.1.3** A maximum of one (1) real estate sign per lot shall be permitted, except where there is separate street or water frontage, at which point one additional sign per street or water frontage will be permitted.

5.2.2. Contractor's Signs

- 5.2.2.1** Contractor's signs shall be permitted in any Zone on a lot where there is active and ongoing construction by the business or person so indicated on the sign and shall be removed upon completion of construction;
- 5.2.2.2** Contractor's signs shall not have a sign area exceeding 1.5 square metres; and
- 5.2.2.3** Contractor's signs may be located adjacent to any lot line including a street line.

5.2.3. Developer's Signs

- 5.2.3.1** Developer's signs may be permitted in any Zone on a lot that is subject to a current or proposed development or redevelopment project;
- 5.2.3.2** A maximum of one (1) developer's sign shall be permitted on a lot for each separate frontage onto which the lot subject to the development project fronts;
- 5.2.3.3** Developer's signs shall be removed within twenty-one (21) days from the date of completion of the development or redevelopment project;
- 5.2.3.4** The maximum sign area for each developer's sign shall be 0.1 square metres for each 1.5 metres of street frontage, but in no case shall exceed 9 square metres in area;
- 5.2.3.5** Developer's signs shall be deemed to be Ground Signs for setback purposes, and therefore subject to the relevant policies of Section 4.4 of this By-law; and
- 5.2.3.6** The maximum height of a developer's sign shall be 4.6 metres.

5.2.4. Directional Signs

- 5.2.4.1** Directional signs shall be permitted in any Zone along or adjacent to any private thoroughfare; and

5.2.4.2 Directional signs shall not have any face exceeding 0.5 square metres.

5.2.5. Warning Signs

5.2.5.1 Warning signs shall have a maximum sign area of 0.5 metres.

5.2.6. Civic Address Signs

5.2.6.1 Civic address signs shall have a maximum sign area of 0.2 square metres.

5.3. Residential Zones

No person shall erect, display, or cause or permit to be erected or displayed a sign in a residential Zone within the Township. Nothing within this section shall be taken to prohibit or restrict the following classes of signs:

- 5.3.1.** Signs permitted in Section 5.2 of this By-law;
- 5.3.2.** Personal identification signs;
- 5.3.3.** Private warning signs;
- 5.3.4.** Directory signs;
- 5.3.5.** Election signs;
- 5.3.6.** Home Occupation/Industry signs;
- 5.3.7.** Block Parent or similar signs; and
- 5.3.8.** Yard sale signs.

5.4. Institutional Zones

No person shall erect or display a sign on any lot in an Institutional Zone except;

- 5.4.1.** Signs permitted in Section 5.2 of this By-law;
- 5.4.2.** Electronic Message Display signs;
- 5.4.3.** Fascia signs;
- 5.4.4.** Ground signs;
- 5.4.5.** Mobile signs;
- 5.4.6.** Sandwich board signs; and
- 5.4.7.** Temporary signs.

5.5. Commercial and Industrial Zones

No person shall erect or display a sign on any lot in a Commercial or Industrial Zone except:

- 5.5.1.** Signs permitted in Section 5.2 of this By-law;

- 5.5.2.** Electronic Message Display signs;
- 5.5.3.** Fascia signs;
- 5.5.4.** Ground signs;
- 5.5.5.** Mobile signs;
- 5.5.6.** Poster panel signs;
- 5.5.7.** Readograph signs;
- 5.5.8.** Sandwich board signs; and
- 5.5.9.** Temporary signs.

5.6. Rural or Agricultural Zones

No person shall erect or display a sign on any lot in a Rural or Agricultural Zone except:

- 5.6.1.** Signs permitted in Section 5.2 of this By-law;
- 5.6.2.** Billboard signs are permitted on Rural or Agriculturally Zoned parcels with 135 metres of frontage on County roads and Provincial Highways subject to the regulations and permit requirements of the governing road authority;
- 5.6.3.** Fascia signs erected on a barn or other accessory building or structure used to advertise the name of the farm or the identity of the operators, having a maximum sign area of 14 square metres;
- 5.6.4.** Ground signs used for personal identification, not exceeding 2.3 square metres;
- 5.6.5.** Temporary signs used to identify crops;
- 5.6.6.** Home occupation/Industry signs;
- 5.6.7.** Signs that are used to advertise the sale of fresh farm products provided the total area of the sign does not exceed 1.5 square metres;
- 5.6.8.** A ground sign shall be located at least 6 metres from the property line of any Zone that permits a single detached dwelling as a primary use.

5.7. Other Zones

No person shall erect or display a sign on a lot in another Zone except signs permitted pursuant to section 5.2 of this By-law or for signs for which a permit is not required by this By-law.

6. Administration

6.1 Responsibility

- 6.1.1.** This By-law shall be administered and enforced by the Chief Building Official or their designate.

- 6.1.2.** The provisions of this By-law shall not be construed as relieving or limiting the responsibility or liability of any person erecting or maintaining a sign, awning or marquee erected pursuant to this By-law for personal injury, property damage or any loss however accessioned resulting from negligence or willful acts of such person, their agents or employees, in the erection, maintenance or removal of a sign, awning or marquee erected in accordance with a permit issued by the Corporation under this By-law, nor shall it be construed as imposing upon the Corporation or its officials any responsibility or liability by reason of approval of any sign, awning or marquee under the provisions of this By-law.

6.2 Violations, Penalties and Remedies

- 6.2.1.** Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended*.
- Persons convicted of an offence are subject to fines as set out in Schedule "B". Schedule "B" is attached and forms part of this By-law.
- 6.2.2.** If this By-law is contravened and a conviction entered, the Court in which the conviction has been entered and any Court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence the person convicted.
- 6.2.3.** Each day on which a person contravenes any provision of this By-law shall be deemed to constitute a separate offence under this By-law as provided for in section 429(2) of the Municipal Act, S.O. 2001, c. 25.
- 6.2.4.** In addition to any other remedy provided for in law, as it relates to signs located on private property, the Corporation, upon the giving of not less than five (5) days of notice to the owner of land or the owner of a sign, awning or marquee by registered mail or personal service at the address as shown on the last revised assessment roll, may remove or pull down any sign, awning or marquee that is erected or maintained in contravention of this By-law, or that is unsafe and poses a danger to the public, any expenses incurred by the Corporation in so doing may be collected by action or in like manner as municipal taxes.
- 6.2.5.** If, upon inspection, the Chief Building Official or their designate, at their sole discretion, is satisfied that a sign poses an immediate danger to the health and safety of any person, they may cause the sign to be removed by the

Township, without giving advance notice, at the expense of the owner of the property on which the sign is located.

6.2.6. If a sign is removed in accordance with section 6.2.4. all costs incurred by the Township, including the administrative and storage costs, may be added to the tax roll and collected in the same manner as taxes.

6.2.7. The Chief Building Official or their designate may remove any sandwich board sign that is not in compliance with this By-law.

6.3 Severability

If, for any reason, any section, clause or provision of this By-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part which was declared to be invalid.

6.4 Interpretation

6.4.1. In the case of conflict between the provisions of this By-law and provisions of other By-laws or statutes, the most restrictive shall apply.

6.4.2. In the event of any conflict between the provisions of this By-law and the provisions of the Ontario Building Code the provisions of the Ontario Building Code shall take precedence and prevail.

6.4.3. In this By-law, the word "shall" is mandatory; words in the singular include plural; words in the plural include singular; words in the masculine include feminine and words in the feminine include the masculine.

6.5 Variance

6.5.1. Where a person cannot comply with the provisions of this By-law, application may be made to the Council of the Corporation of the Township of Douro-Dummer for a variance from the provisions of this By-law.

6.5.2. Application to Council for a variance shall clearly set out why the provisions of this By-law cannot be met and shall be accompanied by a fee which is set out in Schedule "A", which shall not be refundable.

6.5.3. Council may, upon receipt of an application for a variance from the provisions of this By-law, authorize such variances as may be requested provided in the opinion of the Council the general intent and purpose of this By-law is maintained.

6.5.4. The application to Council must be made on the prescribed form as set out in Schedule "C" – Variance Form, and must be accompanied by a complete sign permit application as described in 3.5. – Sign Permits and Fees of this By-law.

7. That this By-law shall come into full force and effect on November 21st, 2023

Passed in Open Council this 21st day of November, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

**Schedule "A" to
By-law No. 2023-XX**

Sign Permit Fees

Ground Sign (inclusive of Billboard or Developer's Signs)	\$225.00
Awning or Fascia Sign (inclusive of Poster Panel or Hanging Signs)	\$225.00
Readograph and Electronic Message Displays	\$225.00
Signs – Not Defined	\$225.00
All Other Signs	Exempt
Variance Application Fee	\$200.00

Schedule “B” to
By-law No. 2023-XX
Part 1 Provincial Offences Act – Set Fine Schedule
The Corporation of the Township of Douro-Dummer
By-law 2023-XX, being a By-law to Regulate the Use and Erection of Signs in
the Corporation of the Township of Douro-Dummer
Set Fines

Item	Column 1 Short Form Wording	Column 2 Provisions Creating or Defining Offence	Column 3 Set Fine
1	Erection of sign without permit	Section 3.3	\$450.00
2	Sign not in compliance with By-law	Section 3.2	\$450.00

**Schedule "C" to
By-law No. 2023-XX**

Variance Form

Subject Property

Address: _____

Roll Number: 1522 –

Applicant – *If applicant is not the registered property owner, an agent authorization must be provided.*

Name: _____

Address: _____

Phone: _____

Email: _____

Purpose/Reason of the Application – *Please describe the proposal and explain why it cannot meet the provisions set out in the Township's Sign By-law (If additional space is required, please attach a separate sheet).*

Recommendation:

That the Treasurer-2023-23 report, dated November 21, regarding Purchasing Report – November 2023 be received.

Overview:

For Council's information, this report includes staff approved purchasing awards and change orders for November 2023.

There were four awards completed and each one followed the Purchasing Policy and used the Bids and Tenders system. Unless otherwise noted the RFP was awarded to the lowest bidder.

PR-2023-01 – Robert Johnston Trail Boardwalk Replacement

Project Background – The boardwalk was damaged during the 2022 Derecho Storm. The Township received funding to replace the Boardwalk from the Ministry of Natural Resources and Forestry.

Awarded to – Berkim Construction Inc.

Budget – \$35,000

Award Amount - \$35,310.72 – the additional costs of \$310.72 will be funded through the 2023 Parks budget. The table below shows the costs submitted in the proposals. After submission staff worked with Berkim Construction to alter the scope to bring the project within budget. Three sections are being repaired and it was negotiated for the removal and disposal of one of the sections to be completed by staff.

Bidder	Price	Score
Berkim Construction Inc	\$39,200.00	78.25
2585284 Ontario Inc. o/a Beton	\$58,895.00	71.22
Rubicon General Contracting Ltd.	\$63,113.00	66.88
Henderson Construction	\$66,840.00	40.34
Sean Skelly Contracting	\$120,635.13	22.00

FD-2023-01 - Development of a Fire Master Plan and Community Risk Assessment

Project Background – the Fire Master Plan was recommended from our Service Delivery Review as well as our Community Risk Assessment that is a legislated requirement due July 2024.

Awarded to – Emergency Services Strategy Solutions Inc. (ESSSI)

Budget – \$35,000

Award Amount – \$35,712.67 (\$35,095 before non-refundable HST) – the additional \$712.67 will be funded through reserves.

Bidder	Price	Score
Emergency Services Strategy and Solutions Inc.	\$35,095.00	89.58
Centred Performance Inc.	\$33,850.00	79.33
The Loomex Group	\$59,255.00	70.52
Behr Integrated Solutions Inc.	\$57,591.55	69.18
Emergency Management & Training Inc.	\$66,060.00	67.83
Capstone Project Solutions Inc.	\$106,740.00	57.02

All submissions were scored as follows:

Item	Point Allocation
1. Company Overview and Project Team	10
2. Qualifications and Experience	30
3. Workplan and Timelines	20
4. Proposed Fee	40
Total	100

The evaluation team included three Township staff and the scores shown are the average scores of the evaluations. Emergency Services Strategy and Solutions were not the lowest price but scored the highest due to extensive experience and a high quality workplan.

ADM-2023-02 – 2024 Development Charges Background Study

Project Background – The Township’s current DC By-law is going to expire August 2024 and requires a new study to pass a new by-law.

Awarded to – Watson & Associates Economists Ltd.

Budget – \$30,000

Award Amount – \$29,408.64 (\$28,900 before non-refundable HST)

Bidder	Price	Score
Watson & Associates Economists Ltd.	\$28,900.00	96.00
Hemson Consulting Ltd.	\$29,900.00	95.83

BLDG-2023-01 – 1956 Fifth Line, Con 4 S/E ¼ Lot 26 Demolition

Project Background – strategic endeavor aimed at the systematic dismantling and removal of existing structures.

Awarded to – Andy Calder Excavation

Budget – \$8,000

Award Amount – \$11,448.00 (\$11,250 before non-refundable HST)– the variance of \$3,448 will be funded by the \$2,000 that the Township received for the sale of the barn on site and 2023 Building Maintenance budget for Corporate.

Bidder	Price	Score
Andy Calder Excavating	\$11,250.00	79.50
1000312429 ONTARIO INC.	\$15,100.00	74.75
Corner Point Home Services	\$19,500.00	63.35
Drain Bros. Excavating Limited	\$29,100.00	61.83
Scott Trudeau Construction Corp	\$23,500.00	57.69
Leahy Excavations Inc.	\$15,000.00	55.00
Tri-Phase Group Inc.	\$37,350.00	52.06
North American Demolition INC	\$46,612.50	46.07
Henderson Construction	\$46,250.65	43.66
Shoreway Construction Ltd	\$51,100.00	42.51

Conclusion:

The projects included in this report are all under \$50,000 and therefore require Council to be informed of the results.

Financial Impact:

All projects will be funded with approved budgets.

Strategic Plan Applicability: To effectively respond to the challenges of addressing the Township's municipal infrastructure needs as well as effectively managing the assets of the corporation.

Sustainability Plan Applicability:

Report Approval Details

Document Title:	Procurement Update - November 2023.docx
Attachments:	
Final Approval Date:	Nov 15, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs

(APPROVED)

Minutes of the Township of Douro-Dummer Public Library Board Meeting

July 11, 2023, 4:00 PM

Present:

**Board Member: Thomas Watt
Board Member: Darla Milne
Board Chair: Georgia Gale-Kidd
Board Vice Chair: Gary Rose
Board Member: Sharon McKeiver**

Absent:

Board Member: Diane Bonner

Staff Present

Library CEO: Maggie Pearson

1. Call to Order

The Secretary called the meeting to order at 4:05 PM.

2. Disclosure of any Pecuniary Interest

The Chair reminded members of the Board of their obligation to declare any pecuniary interest they might have. None were declared.

3. Approval of June 13th, 2023 Minutes

Resolution Number 54-2023

Moved by: Darla Milne

Seconded by: Thomas Watt

That the minutes from the June 13, 2023 meeting be approved with minor revisions.

Carried

4. Business Arising from Minutes:

4.1 Committee Reports

4.1.1 Friends of the Library

Verbal Report from Georgia Gale-Kidd: Friends of the Library are planning Culture Days 2023 which will be held at the Town Hall. Theme this year is "Creators in Residence" and event will consist of artists' booths for demonstrations/ workshops. Silent auction will be held. Speaker Series planning for fall under way.

4.1.2 Art Gallery

Verbal Report from Sharon McKeiver: nothing to report

Resolution Number 55-2023

Moved by: Sharon McKeiver

Seconded by: Gary Rose

That these committee reports be accepted for information.

Carried

5. Financial Report dated July 6th, 2023

Resolution Number 56-2023

Moved by: Tom Watt

Seconded by: Darla Milne

That the financial report be accepted for information.

Carried

6. Librarian Reports

6.1 Report to Board: Stats June 2023

6.2 Report to Board: Charitable Status

Board discussion on the pros and cons of applying to gain charitable status.

6.3 Report to Board: Capital Budget Items

Board discussion on what other similarly sized libraries have for outdoor gathering/ access structures for example Apsley, Woodview Branch. Board member suggested infrastructure/ supplies for outdoor Storytime. Board indicated signage both on the library building and at the road is a priority.

Resolution Number 57-2023

Moved by: Darla Milne

Seconded by: Sharon McKeiver

That the librarian's reports be accepted for information and,

That the CEO continue to collect documents and information required for application to gain charitable status.

Carried

7. New Business:

7.1 Action Plan Update

Resolution Number 58-2023

Moved by: Tom Watt

Seconded by: Darla Milne

That the updated action plan be accepted for information.

Carried

8. Adjournment

Resolution Number 59-2023

Moved by: Darla Milne

Seconded by: Tom Watt

That the meeting be adjourned at 4:57.

Carried

9. Next Meeting: Tuesday, September 12, 2023

Chair, Georgia Gale-Kidd

Secretary, Maggie Pearson

Minutes of the Township of Douro-Dummer Police Services Board Committee Meeting

**July 26, 2023, 10:00 AM
Council Chambers in the Municipal Building**

Present: **Chair, Ken Jackman
Mayor, Heather Watson
Caroline Goodenough
Chris Galeazza, OPP
Michael Cavanagh, OPP**

Staff Present: **Secretary, Carol Anne Nelson
Clerk, Martina Chait-Hartwig**

1. Opening of Meeting

The meeting was opened at 10:00 am by the Chair.

2. Disclosure of Pecuniary Interest

No pecuniary interest were declared.

3. Adoption of the Minutes

Resolution:

Moved by: Heather Watson

Seconded by: Caroline Goodenough

That the minutes for the Police Services Board, dated May 4, 2023, be adopted,
as circulated. Carried

5. Business Arising from the Minutes: None.

6. Correspondence

6.1 OPP Report - 2nd Quarter - April - June 2023

Resolution:

Moved by: Caroline Goodenough Seconded by: Heather Watson

Inspector Galeazza reviewed the OPP report with the Board and highlighted areas of interest and it was received by the Board for approval.

Carried

6.2 Letter - Richard Stubbings, Assistant Deputy Minister

Resolution:

Moved by: Caroline Goodenough Seconded by: Heather Watson

That the letter from Assistant Deputy Minister Richard Stubbings regarding a mobile crisis response team enhancement grant be received for information.

Carried

Resolution:

Moved by: Heather Watson Seconded by: Caroline Goodenough

That the Board send a letter of support regarding the City of Peterborough's grant application for additional resources for the mobile crisis response team as our communities work closely together via the joint Community Safety and Wellbeing Plan.

Carried

6.3 News Release - Automated Text Messaging Tool

Resolution:

Moved by: Heather Watson Seconded by: Caroline Goodenough

That the news release regarding a new Automated Text Messaging Tool be received for information.

Carried

9. Other/New Business

9.1 Introduction of Staff Sergeant Michael Cavanagh, and ongoing process to fill the sergeant vacancy.

Staff Sergeant Michael Cavanagh was introduced to the Board and a discussion was had regarding ongoing recruitment efforts.

9.2 City of Kingston - Fatal Collision Review Committee Terms of Reference Resolution:

Moved by: Heather Watson Seconded by: Caroline Goodenough

Defer a decision to allow additional time to research the Board's questions and place this matter on the agenda for the next meeting. Carried

9.3 Update - Changes to Police Service Boards

A discussion was had regarding changes to Police Service Boards and possible timelines.

10. In Camera: None

11. Confirming By-law - 2023-03

Resolution:

Moved by: Heather Watson Seconded by: Caroline Goodenough

That Confirming By-law 2023-03 be enacted and passed this 26th day of July, 2023. Carried

13. Adjournment

Resolution:

Moved by: Heather Watson Seconded by: Caroline Goodenough

That this meeting be adjourned at 11:37 a.m. Carried

Chair, Ken Jackman

Secretary, Martina Chait-Hartwgi

(APPROVED)

Minutes of the Township of Douro-Dummer Public Library Board Meeting

September 12, 2023, 4:00 PM

Present: **Board Member: Diane Bonner**
 Board Member: Thomas Watt
 Board Member: Darla Milne
 Board Chair: Georgia Gale-Kidd

Absent: **Board Vice Chair: Gary Rose**
 Board Member: Sharon McKeiver

Staff Present **Jr. Financial Analyst: Jijo Joshy**
 Library CEO: Maggie Pearson

1. Call to Order

The Secretary called the meeting to order at 4:06 PM

2. Disclosure of any Pecuniary Interest

The Chair reminded members of the Board of their obligation to declare any pecuniary interest they might have. None were declared.

3. Approval of July 11th, 2023 Minutes

Resolution 60-2023

Moved by: Darla Milne

Seconded by: Thomas Watt

That the minutes from the July 11thth, 2023 meeting be approved with no revisions.

Carried

4. Financial Reports:

4.1 Budget to Actuals September 6th, 2023

Verbal report from Jijo Joshy who answered Board questions on noteworthy budget lines (hydro, insurance, memberships, computer supplies)

4.2 Report to Board: 2024 Budget Schedule

Verbal report from Jijo Joshy on budget schedule, update on access to tables, and tentative timeline for budget meetings with Board and Council.

Resolution 61-2023

Moved by: Thomas Watt

Seconded by: Diane Bonner

That these financial reports be accepted for information.

Carried

5. Business Arising from Minutes:

5.1 Committee Reports:

5.1.1 Friends of the Library

Verbal report from Georgia Gale-Kidd: Culture Days update, review of plans to market event. Upcoming Speaker Series: Alzheimer's Society in November, to be coordinated by Librarian. Potential Public Health Unit presentation on medications.

5.1.2 Art Gallery

No report

5.1.3 Policy Committee

5.1.3.1 Board By-Laws

No Report; Board By-Laws adoption to be deferred until after committee meets.

Resolution Number 62 -2023

Moved by: Darla Milne

Seconded by: Thomas Watt

That these committee reports be accepted for information and that,

Adoption of the By-Laws policy be deferred until after it is reviewed by the policy committee.

Carried

6. Librarian Reports:

6.1 Report to Board: Stats July 2023

6.2 Report to Board: Stats August 2023

Board discussion on upcoming programming and logistics, licensing issues for projector and movie night programs.

Resolution Number 63 -2023

Moved by: Diane Bonner

Seconded by: Thomas Watt

That these committee reports be accepted for information.

Carried

7. New Business

No new business

9. Adjournment

Resolution Number 64-2023

Moved by: Diane Bonner

Seconded by: Darla Milne

That the meeting be adjourned at 5:07

Carried

10. Next Meeting

4:00PM Tuesday, October 10th 2023 at Douro-Dummer Public Library

Chair, Georgia Gale-Kidd

Secretary, Maggie Pearson

Township of Douro-Dummer Events Committee
Location: Upper Meeting Room, Warsaw Community Centre

Date: October 30, 2023

Time: 5:30 pm

Present:

Chair, Councillor Ray Johnston

Member, Angela O'Grady

Member, Julie Chatten

Clerk, Martina Chait-Hartwig

Legislative Services Assistant, Patti O'Grady

Absent:

Member, Alyssa Heffernan

Guests:

Doug Andrews

Sue Dubbin

1. Call to Order

The Chair called the meeting to order at 5:38 p.m.

2. Disclosure of Pecuniary Interest

The Chair told members of their obligation to declare any pecuniary interest they might have. None were declared.

3. Adoption of Agenda: October 30th, 2023

Moved by: Angela O'Grady

Seconded by: Julie Chatten

That the Agenda for October 30, 2023 be approved.

Carried

4. Adoption of Minutes Business Arising from Minutes:

4.1 Events Committee Meeting Minutes - October 16, 2023

Moved by: Julie Chatten

Seconded by: Angela O'Grady

That the Minutes from the October 16, 2023 meeting be received and approved.

Carried

5. New Business:

5.1 Planning for Remembrance Day Ceremony

A discussion was had regarding planning for the ceremony.

- Martina will get the coffee and tea from the office kitchen, Angela will set up coffee and tea for reception.
- Councillor Johnston will bring squares.
- Martina will order sandwich trays, and Angela will pick up.
- Councillor Johnston said the Warsaw Public School kids are attending, while there may be a few from St. Joseph's School attending.
- One official wreath will be laid, all other wreaths will be placed before or after the ceremony.
- Councillor Johnston will contact the schools to get two readers for ceremony.

5.2 Planning for Santa Claus Parade

- The committee and volunteers discussed and confirmed the route of the parade.
- Patti will confirm with the OPP at the next Police Services Board Meeting about the redirection of traffic for the parade at Payne Line.
- Doug said that they will only be making one gingerbread house this year for the draw.
- Angela to reach out to Kawartha Foodshare to place food donation bin in Town Hall over next month.
- Lakefield Home Hardware would like to be contacted about putting in a float this year.

6. Next Meetings:

- November 6th, 2023
- November 20th, 2023

7. Adjournment

Moved by: Angela O'Grady

Seconded by: Julie Chatten

That the meeting adjourn at 6:23 p.m.

Carried



Ottawa, Canada K1A 0H5



Congratulations on today's opening of the
revitalized park in South Douro!

You have transformed this park into an inclusive,
accessible outdoor space for the community to
gather. This new facility's picnic area, accessible
washrooms, and tennis/pickleball courts will be a
place for all to enjoy.

The Government of Canada is happy to support
this project and the Township of Douro-Dummer
with nearly \$300,000 delivered by the Federal
Economic Development Agency for Southern
Ontario (FedDev Ontario).

Thank you to all who were involved in making this
project a reality.

I wish you all a great event!

Félicitations pour l'ouverture du parc revitalisé à
South Douro, qui a lieu aujourd'hui!

Vous avez transformé ce parc en un espace
extérieur inclusif et accessible afin que la
communauté puisse s'y réunir. Cette nouvelle aire
de pique-nique, les toilettes accessibles et les
terrains de tennis et de pickleball seront un lieu dont
tous pourront profiter.

Le gouvernement du Canada est ravi d'appuyer ce
projet et le canton de Douro-Dummer avec près de
300 000 dollars accordés par l'Agence fédérale de
développement économique pour le Sud de
l'Ontario (FedDev Ontario).

Merci à toutes les personnes impliquées dans la
réalisation de ce projet.

Je vous souhaite un excellent événement!

The Honourable Filomena Tassi, P.C., M.P. / L'honorable Filomena Tassi, C.P., députée

November 10, 2023 / le 10 novembre 2023

From: Ontario Volunteer Service Awards <OntarioVolunteerServiceAwards@ontario.ca>
Sent: November 7, 2023 3:01 PM
To: Heather Watson
Subject: Nominations for the 2024 Ontario Volunteer Service Awards / Mises en candidature pour le Distinction de l'Ontario pour services bénévoles

(Un message en français suivra)

Dear Friends,

It is my pleasure to invite you to submit a nomination for the **2024 [Ontario Volunteer Service Awards](#)**.

Organizations can nominate their volunteers for an [Ontario Volunteer Service Award](#) to recognize their continuous service ranging from five to 65 years. Youth (under 24 years old) can be recognized for two or more years of continuous service.

The annual deadline for nominations has been extended to December 15. For more information about the program or to submit a nomination, please visit the [Ontario Volunteer Service Awards webpage](#). All nominations must be submitted electronically through the Ontario Honours and Awards portal, paper copies will not be accepted.

The Ministry will provide more information about the ceremonies to recognize these volunteers in early 2024.

If you have questions about the Ontario Volunteer Service Awards or how to submit a nomination online, please contact Ontario Honours and Awards Secretariat at OntarioVolunteerServiceAwards@ontario.ca.

Sincerely,

Monique Armstrong, Manager
Ontario Honours and Awards Secretariat
Ministry of Citizenship and Multiculturalism
1075 Bay St, 7th Floor
Toronto, ON M5S 2B1

Telephone: 416-326-0206
Toll Free: 1-833-986-4022
VRS: 437-538-4850

Email: OntarioVolunteerServiceAwards@ontario.ca
Website: www.ontario.ca/page/honours-and-awards

November 15, 2023

Dear Mayor and Members of Council,

Re: Consultation on the future of natural gas expansion and home heating affordability

Earlier this year, the Ministry of Energy launched its [consultation on the future of natural gas expansion and home heating affordability](#). The Ministry is specifically seeking input from stakeholders on the future of the program, which will be used to inform next steps to address home heating costs in rural and northern Ontario and Indigenous communities.

I encourage you to have your voices heard by contributing your feedback. Your municipal perspective, interests and priorities could help shape the future of the program. Responses are due by December 15, 2023, and you can learn more about the consultation process on the Ministry's [website](#).

Phase 1 and 2 of Ontario's Natural Gas Expansion Program were oversubscribed with more than 200 projects submitted for funding, indicating the overwhelming demand from municipalities and businesses for access to more cost-effective heating options. The natural gas expansion program can help businesses achieve annual cost savings of up to 30% each year on space and water heating, with homeowners realizing even greater savings. This affordability is vital for Ontario residents and businesses now more than ever.

Enbridge Gas will be contributing to this consultation and leveraging our experience planning and executing the projects that were selected in Phase 1 and Phase 2 of this program.

We continue to advocate for a modernized leave-to-construct application threshold and process for smaller pipeline projects to bring reliable affordable energy options to communities, homes, and businesses in a more cost-effective and timely manner – and to promote economic development and job creation across the province. I invite you to reach out to your local MPP, the Ministry of Energy and the Ontario Energy Board and add your support to this discussion. Attached to this correspondence is a draft resolution for your consideration.

While our work to expand access to natural gas continues so does our commitment to bringing alternative [energy solutions and fuels](#), such as renewable natural gas, hydrogen blending and energy conservation programs, as pathways to lower-cost, clean and reliable energy options for Ontarians. Enbridge Gas has been meeting Ontario's energy needs for more than 175 years; our customers rely on us to deliver clean, reliable, and cost-effective natural gas, and we are proud to deliver on this commitment.

Thank you for your consideration. Please do not hesitate to contact me, or your municipal advisor, if you have any questions or would like to discuss these topics further.

Sincerely,



Steve McGivern
Director, Operations, GTA E
Enbridge Gas Inc
steve.mcgivern@enbridge.com

RESOLUTION

RESOLUTION NO.

DATE:

MOVED BY:

SECONDED BY:

WHEREAS the Enbridge Gas has shared with [municipality name] key messages regarding the Ontario Energy Board's Leave to Construct (LTC) process, entitled "reducing red tape for more cost-effective, timely energy connections in Ontario;"

AND WHEREAS [municipality name] supports and wishes to endorse the recommendations put forward by Enbridge Gas in order to expedite the installation of natural gas to rural, remote or underserved communities such [municipality name];

NOW THEREBE IT RESOLVED:

1. THAT the [municipality name] petition the Ontario Government to expedite the implementation of the following recommendations:

- i) THAT the Government of Ontario move to modernize the Ontario Energy Board's (OEB) Leave to Construct (LTC) process for smaller pipeline projects in order to bring reliable, affordable energy options to communities, homes and businesses in a more cost-effective and timely manner;
- ii) AND THAT the LTC cost threshold be updated from \$2M to \$10M for hydrocarbon lines (by amending Ontario Regulation O.Reg.328/03) while maintaining current requirements and expectations for Indigenous consultation and environmental review for projects greater than \$2M and less than \$10M;
- iii) AND THAT these outdated regulations are causing the LTC to apply far more broadly than intended when it was established over 20 years ago due to increased regulatory and cost pressures, as well as inflation, virtually all gas pipeline projects are now greater than \$2M rendering the threshold meaningless;
- iv) AND THAT roughly 0.5 KM pipe in urban settings now often exceeds the \$2M threshold;
- v) AND THAT modernizing these outdated regulations would reduce delays and costs for economic development initiatives including transit projects, community expansion projects, housing developments, connections for low carbon fuel blending (e.g.,

renewable natural gas, hydrogen) as well as residential and business customer connections;

vi) AND THAT based on OEB's performance standards, this proposal would save approx. 5-7 months of regulatory process which is in addition to the time needed to undertake Indigenous consultation and environmental review and prepare an application to the OEB;

vii) AND THAT the cost of preparing and having a LTC application heard ranges from approx. ~\$50,000 to ~\$200,000, which is passed on to customers;

viii) AND THAT while no cost-based threshold exists for electricity lines, there are a range of exemptions ensuring that LTC is only required for significant electricity projects and the proposed changes would help ensure that, consistent with electricity projects, LTC for hydrocarbon lines would only be required for significant projects;

ix) AND THAT increasing the cost threshold to \$10M would closer align Ontario with other Canadian jurisdictions (e.g., in B.C., these thresholds are \$15M for electricity and \$20M for natural gas);

2. AND THAT this resolution be circulated to the President of AMO, Colin Best, Premier Doug Ford, the Minister of Energy, Todd Smith, The Minister of Finance, Peter Bethlenfalvy and all regional municipalities requesting support of the proposed changes regarding reducing red tape for more cost-effective, timely energy connections in Ontario.

MAYOR

The Corporation of the Township of Douro-Dummer
By-law 2023 - 50
A By-law to Regulate the Use and Erection of Signs in the
Corporation of the Township of Douro-Dummer

Whereas The *Municipal Act, 2001*, Section 99 authorizes Municipal Councils to pass By-laws respecting advertising devices including signs;

And Whereas The *Municipal Act, 2001*, Section 391 authorizes fees and charges to be imposed on persons for the use of its property including property under its control;

And Whereas The *Municipal Act, 2001*, Section 446 authorizes entry onto property to enforce Township By-laws;

And Whereas The *Municipal Act, 2001*, Section 63(1) authorizes the removal and impounding of objects that contravene the By-law;

And Whereas The *Municipal Act, 2021*, Section 429 authorizes the establishment of a system of fines for offences under a By-law;

And Whereas Council considers it desirable to regulate certain types of advertising devices including signs within the Corporation of the Township of Douro-Dummer;

Now Therefore the Council of the Corporation of the Township of Douro-Dummer hereby enacts as follows:

1. Short Title

This By-law may be cited as the ‘Municipal Sign By-law’ for the Corporation of the Township of Douro-Dummer.

2. Definitions

For the purposes of this By-law, the following definitions shall apply:

2.1. “Alter, Altered, or Alteration” shall mean any change to a sign with the exception of:

2.1.1 A change in the message displayed by a sign;

2.1.2 The rearrangement of numbers, letters or copy applied directly to the face of a sign and specifically designed and intended to be periodically rearranged; or

2.1.3 The repair and maintenance, including replacement by identical components; unless such works change the size, height or location of the sign or otherwise affect the structure of the sign.

2.2. “Applicant” shall mean a person who is applying for a sign permit under the terms of this By-law.

2.3. “Awning” shall mean a retractable or non-retractable roof-like structure constructed of canvas or canvas-like material (which may have displayed

thereon a message) supported by a frame that projects from, is attached to and is supported by a building.

- 2.4. "Building Code"** shall mean the Ontario Building Code Act, as amended and includes any regulations thereunder.
- 2.5. "Clear Height"** shall mean the distance between the highest elevation of the ground beneath a sign or awning and the lowest point of the sign (excluding support poles) or awning, as the case may be.
- 2.6. "Council"** shall mean the Council of the Corporation of the Township of Douro-Dummer.
- 2.7. "Corporation"** shall mean the Corporation of the Township of Douro-Dummer.
- 2.8. "Erect"** shall mean to attach, display, alter, build, construct, reconstruct, enlarge, or move, but does not include any change in the message displayed on a sign or any act performed to maintain a sign.
- 2.9. "Highway"** shall have the same meaning as that word as defined in the Municipal Act.
- 2.10. "Lot"** means a parcel of land, described in a deed or other document legally capable of conveying title, or shown as a lot or block on a registered plan of subdivision or part thereof, and includes any parts of such parcel that are within a legal right-of-way or easement, save and except a registered plan of subdivision which has been deemed not to be a registered plan of subdivision under a By-law passed pursuant to Section 50 of the Planning Act R.S.O. 1990, as amended.
- 2.11. "Marquee"** shall mean a permanent roof structure constructed of metal, wood, plastic, plaster or similar materials projecting from, attached to and supported by a building, upon which there may be one or more sign faces.
- 2.12. "Municipal Property"** shall mean property owned by or under control of the Corporation of the Township of Douro-Dummer.
- 2.13. "Sign"** Shall mean any device or display upon which there is printed, projected or attached any announcement, declaration, or insignia, use for direction, information, identification, advertisement, business promotion, or promotion of products, or availability or services whether intended to be permanent or temporary capable of being readily moved or relocated, and includes an inflatable model placed on a lot for the purpose of advertising, and also includes banners and vehicles used strictly as advertising devices, and shall include sign structures and the sign face, but shall not include flags or embellishments to a lot or building that are strictly for design or architectural purposes. A single faced sign means a sign containing only one (1) sign face and a double-faced sign means a sign containing two (2) sign faces opposite each other.
- 2.14. "Sign Area"** shall mean the area of the copy surface. For the purpose of this By-law, any double-faced sign shall be deemed to have only one (1) face, provided that the faces are identical, contiguous, and/or diverging at an angle of not more than fifteen (15) degrees.

2.15. "Sign Classifications"

- 2.15.1. "Abandoned Sign"** shall mean a sign located on property which becomes vacant and unoccupied for a period of ninety (90) days or more, or any sign which pertains to a time, event or purpose forty-eight (48) hours after which it no longer applies.
- 2.15.2. "Animated Sign"** shall mean a sign whose sign face moves in whole or in part and includes flashing, chase lighting, or electronic message which is stagnant for less than sixty (60) seconds or rotating sign but does not include a clock, a time, date or temperature display.
- 2.15.3. "Banner Sign"** shall mean a temporary sign made of vinyl, cloth, canvas or other like material.
- 2.15.4. "Billboard Sign"** shall mean a sign structure to which advertising copy is fastened in such a manner as to permit its periodic replacement and which displays goods, products, services or facilities that are not available at the location of the sign and/or which directs or invites a person to a location different from which the sign is located, and does not exceed 60 square metres in size.
- 2.15.5. "Black Fluorescent Sign"** shall mean a permanent sign or mobile sign containing large coloured changeable letters.
- 2.15.6. "Civic Address Sign"** shall mean a standardized sign supplied by the municipality and which is installed at or near the street line.
- 2.15.7. "Contractor's Sign"** shall mean a single or double faced temporary on-premise sign containing the name of the contractor or the name of the product being used for an on-going construction, renovation or maintenance project on a lot, where such sign shall be removed upon completion of the work.
- 2.15.8. "Developer's Sign"** shall mean a single or double faced temporary on-premise sign used to identify a development or redevelopment project on a lot or establishment or a subdivision, where such sign is removed upon completion of the development project. It shall have a maximum sign area of 9 square metres.
- 2.15.9. "Directional Sign, Off-premise"** shall mean an off-premise sign that is used to guide vehicular and pedestrian traffic to a lot or business. The sign shall contain only the name of the business or enterprise, the logo and an arrow or other form of directional indicator and shall have a maximum sign area of 3 square metres.
- 2.15.10. "Directional Sign, On-premise"** shall mean an on-premise sign that is used to guide vehicular and pedestrian traffic on a lot, such as entry or exit signage, or on-site parking signage and includes menu signage and similar on-site instructional signage, but shall not include any advertising matter. The sign shall have a maximum sign area of 0.5 square metres.

- 2.15.11. "Directory Sign"** shall mean a sign listing the tenants of a multi-tenant commercial or industrial building containing at least two (2) distinct tenant units which sign includes only the municipal address and a list of tenants or occupancies for identification purposes.
- 2.15.12. "Double Faced Sign"** shall mean a sign having two (2) sign faces of equal area and proportions which are located exactly opposite each other on the sign structure. (see Sign Area Section 2.15)
- 2.15.13. "Election Sign"** As defined and regulated in By-law 2021-66 of the Corporation.
- 2.15.14. "Electronic Message Display"** shall mean a sign or part of a sign which is electronically controlled to display information in a pre-arranged sequence.
- 2.15.15. "Fascia Sign"** shall mean a single faced accessory sign which is painted directly onto a building façade or attached directly to the wall of a building and which does not project more than 0.3 metres from the building. Any message displayed on an awning or marquee, whether projecting over a street or not, shall be deemed a fascia sign for the purposes of this By-law.
- 2.15.16. "Fence Sign"** shall mean a single or double faced sign which has been affixed to a fence.
- 2.15.17. "Ground Sign"** shall mean a single or double faced on-premise sign which rests on the ground or is mounted on one or more poles where the sign has a clear height of less than 3.0 metres.
- 2.15.18. "Hanging Sign"** shall mean a sign which is attached perpendicular to the wall of a building, which overhangs a sidewalk or other pedestrian walkway and is fixed to prevent swinging.
- 2.15.19. "Home Industry Sign"** shall mean a sign for the identification of a home occupation, and shall adhere to the requirements of the Township's Comprehensive Zoning By-law.
- 2.15.20. "Home Occupation Sign"** shall mean a sign for the identification of a home occupation, and shall adhere to the requirements of the Township's Comprehensive Zoning By-law.
- 2.15.21. "Illuminated Sign"** shall mean a sign which is illuminated directly, indirectly, internally or externally by fluorescent lamps or luminous tubes.
- 2.15.22. "Inflatable Sign"** shall mean a sign designed to be airborne and tethered to the ground, a vehicle, or any other structure and shall include balloons and any other inflatable sign.
- 2.15.23. "Mobile Sign"** shall mean a sign mounted on or connected to a trailer or other type of structure which is not permanently anchored in the ground and is designed in such a manner as to facilitate its movement from place to place for the purpose of advertising on a temporary basis including

inflatable signs, but shall not include a sandwich board, or real estate sign.

- 2.15.24. "Multi-faced Sign"** shall mean a ground sign having more than two (2) sign faces up to a maximum of four (4) sign faces, each face being of equal area and proportion to the other.
- 2.15.25. "Off-Premise Sign"** shall mean a sign identifying or advertising a business, person, activity, goods, products or service, which is not related to, or available at the premises where the sign is located.
- 2.15.26. "On-premise Sign"** shall mean a sign identifying, advertising, or directing attention to a business, profession, commodity, subject service, or entertainment which is conducted, sold or offered at the lot upon which the sign is located
- 2.15.27. "Personal Identification Sign"** shall mean a single or double-faced on-premise sign that identifies the residential occupants of the lot.
- 2.15.28. "Poster Panel Sign"** shall mean a single or double faced off-premise sign which is used for the display of a message produced on a sheet of paper that may be either self-supporting or affixed to a building or other structure for support.
- 2.15.29. "Private Warning Sign"** shall mean a single faced on-premise sign that directs a warning to the public such as no trespassing, beware of dog, no hunting or similar warnings.
- 2.15.30. "Projecting or Overhanging Sign"** shall mean any sign whose sign face is not parallel with the surface of the structure to which it is attached.
- 2.15.31. "Public Information Sign"** shall mean any sign erected for or at the direction of any government authority, agency, board or committee for the purpose of providing information to the public concerning such authority, agency, board or committee or any proceedings thereof and shall include signs that advertise Planning Act applications.
- 2.15.32. "Readograph"** shall mean a sign or part of a sign on which copy is changed manually with letters or pictorial panels.
- 2.15.33. "Real Estate Sign"** shall mean a temporary sign located on a lot for the purpose of announcing a sale, lease, or rental of such lot or a building or structure located thereon.
- 2.15.34. "Sandwich Board"** shall mean a sign which is secured but not permanently affixed to the ground. Being self-supportive, it forms the shape of an 'A' when erected. Its size and shape shall be limited to a maximum of 1.2 metres in height and 0.6 metres in width for each sign face.
- 2.15.35. "Temporary Sign"** shall mean a sign which is intended to advertise community events or civic projects, or promote patriotic, religious or charitable events on a temporary basis.
- 2.15.36. "Yard Sale Sign"** shall mean a sign which is used solely for the purpose of directing traffic to the location of a yard,

garage, household, or auction sale. Such signs may include the name of the event holder, and the location and/or time of the event but shall contain no other message. Such sign shall be removed immediately following the closure of the event.

2.16. "Sight Triangle" means the triangular space formed by the street lines of a corner lot and a line drawn from a point in one street line to a point in the other street line, each such point being 9 metres from the point of intersection of street lines (measured along the street lines). Where two street lines do not intersect at a point, the point intersection of the street lines shall be deemed to be the intersection of the projection of the street lines or the intersection of the tangents to the street lines.

2.17. "Sign Face" shall mean that portion of a sign on which a message is intended to be displayed.

2.18. "Sign Structure" shall mean those parts of a sign consisting of the supports or framework for the support of the sign.

2.19. "Street" means a public thoroughfare under the jurisdiction of either the Corporation, the County or the Province of Ontario. This definition shall not include a lane or private right-of-way.

2.20. "Street Frontage" shall mean the limit of the street allowance and is the dividing line between a lot and a street.

2.21. "Third Party Advertising" shall mean a sign erected on or at a business premise intended to advertise a business that is conducted at another location.

2.22. "Zoning By-law" shall mean any zoning By-law of the Corporation passed under Section 34 of the Planning Act, R.S.O., 1990, as amended.

3. General Provisions

3.1. Scope

Unless otherwise specifically exempt, all lands within the limits of the Corporation of the Township of Douro-Dummer are subject to the provisions of this By-law.

3.2. Effect of this By-law

No person shall erect, display or alter, or cause the same, any sign within the corporate limits of the Township of Douro-Dummer that is in contravention of any provision of this By-law.

This By-law shall not be effective to reduce or mitigate any restrictions lawfully imposed by a governmental authority having jurisdiction to make such restrictions. The most restrictive of all the regulations shall prevail.

This By-law shall not supersede any other By-law of the Township of Douro-Dummer referencing signs (ie. 911, Stop Signs, Election Signs).

3.3. Permit Required

No person shall erect, display or alter, or cause to be erected, displayed, or altered a sign within the municipal limits of the Corporation except in

accordance with a sign permit issued by the Chief Building Official or their designate, unless the sign permit requirement has been specifically exempted by this By-law.

3.4. Issuance of Permit

When the requirements of this By-law have been complied with and the Chief Building Official or their designate accepts and approves the application and all the plans and drawings therewith, and when the necessary fees have been paid, the Chief Building Official or their designate shall issue a permit for the erection of the sign. The Corporation will endeavour to issue sign permits within ten (10) business days of receipt of a complete application.

The Chief Building Official or their designate shall not issue a sign permit for a proposed sign, awning or marquee, which would contravene any provision of this By-law, the Building Code Act or any other applicable statute.

3.5. Sign Permits and Fees

- 3.5.1.** Every applicant for a sign permit shall complete a sign permit application provided by the Building Department, submit all necessary plans and drawings, and pay all applicable fees as set out in Schedule "A" – Fees.

- 3.5.2.** The applicant for a sign permit shall provide the following information by drawings or in writing as may be required by the Chief Building Official or their designate in their sole discretion:
 - 3.5.2.1** A key plan illustrating the general location of the land on which the proposed sign is to be located;
 - 3.5.2.2** A Site Plan depicting the location of all existing buildings and their entrances and the location of the proposed sign;
 - 3.5.2.3** The type, size and weight of the sign;
 - 3.5.2.4** The minimum clear height and the maximum height of the sign;
 - 3.5.2.5** The type and operation of lighting, if any, of the sign;
 - 3.5.2.6** The means of support and manner of erection of the sign;
 - 3.5.2.7** The location and size of other signs on the lot and on lots within the vicinity of the subject lot;
 - 3.5.2.8** Existing and proposed use(s) of the premises;
 - 3.5.2.9** The Zone designation of the premises;
 - 3.5.2.10** The municipal address of the premises;

- 3.5.2.11** The name and addresses of the owner of the sign;
- 3.5.2.12** The name and address of the erector of the sign;
- 3.5.2.13** Other information as determined by the Chief Building Official or their designate with respect to the building including architectural and structural drawings as may be necessary to determine if the building is structurally capable, under the Ontario Building Code, of supporting the sign.

3.5.3. The Chief Building Official or their designate may require approval on the structural details of a proposed sign, awning or marquee that will project over a street, from a professional engineer or architect prior to the issuance of a building permit.

3.5.4. The fee schedule for all Sign Permits shall be as provided in Schedule "A" - Fees to this By-law. All fees paid are non-refundable.

3.6. Revocation of a Sign Permit

The Township may revoke a permit under the following circumstances:

- 3.6.1.** When six (6) months after its issuance, the erection, display, alteration of the sign in respect of which the permit has been issued has not, in the opinion of the Chief Building Official or their designate, been seriously commenced or has been substantially suspended or discontinued.
- 3.6.2.** Where the sign does not conform to this By-law, the Ontario Building Code or and other applicable regulation or legislation; or
- 3.6.3.** Where the permit has been issued as the result of false, mistaken, incorrect, or misleading statements, or undertakings on the application.

3.7. Inspection

Upon completion of the erection, display, alteration or repair of a sign for which a permit has been issued, the person to whom the permit was issued shall notify the Chief Building Official or their designate, who shall within thirty (30) days from the date of such notice, inspect the sign and sign structure to ensure that it has been erected, displayed, altered or repaired in accordance with the approved plans in respect to which the permit was issued, the requirements of this By-law, the Ontario Building Code, and any other applicable laws.

3.8. Exemptions

No permit shall be required for any of the following:

- 3.8.1.** Personal identification signs having a maximum sign area of 0.5 metres.

- 3.8.2.** Real estate.
- 3.8.3.** Private Warning signs or other such directional signs regulating the use of the property having a maximum sign area of 0.5 metres
- 3.8.4.** Directory signs.
- 3.8.5.** On-premise directional signage.
- 3.8.6.** Memorial or commemorative signs or tablets, ground mounted or permanently attached or architecturally integrated into a building.
- 3.8.7.** Signs erected by a government or municipal agency.
- 3.8.8.** Signs erected upon commercial or industrial premises which list only the hours of operation, municipal address, unit number, telephone number, webpage and or email address, providing that the number of such signs does not exceed one per business establishment and that the sign area does not exceed 0.5 square metres.
- 3.8.9.** All signs in the interior of buildings, whether they can be seen from the outside or not, including window painted signs.
- 3.8.10.** Election signs.
- 3.8.11.** Temporary signs, subject to their removal within one (1) week of the conclusion of the special event.
- 3.8.12.** Signs that are used to advertise the sale of fresh farm products provided the total area of the sign does not exceed 1.5 square metres.
- 3.8.13.** Civic address signs not exceeding 0.2 square metres in sign area.

3.9. Enforcement

This By-law shall be administered by the Chief Building Official or their designate, as appointed by the Council of the Corporation of the Township of Douro-Dummer.

3.10. Location of Signs

No sign shall be located in such a manner as to impede the view of any highway intersection or railroad grade crossing or any ingress and/or egress from private or public property or where, in the opinion of the road authority having jurisdiction, it may be confused with or impair the view of any authorized traffic sign, signal or device. If a sign falls within jurisdiction of another governmental authority, input from the applicable authority will be sought.

3.11. Number of Signs

3.11.1. Off-premise Signs

A maximum of one (1) off-premise sign may be erected or displayed on one lot subject to the provisions of this By-law.

3.12. Existing Signs

- 3.12.1.** This By-law shall not apply so as to require any sign, other than a sign located on municipal property, that was lawfully erected or displayed on the date this By-law comes into full force and effect that does not comply with the provisions of this By-law, to be made to comply with this By-law so long as the sign is not altered.
- 3.12.2.** If any sign legally existing on the date this By-law comes into full force and effect is removed, relocated or deemed by the Chief Building Official or their designate to be substantially altered, the sign shall be replaced or upgraded only in accordance with all the requirements of this By-law.
- 3.12.3.** Subsection 3.12.1 does not apply to signs located on Municipal Property.

3.13. Maintenance

Every sign shall be kept clean, neatly painted, well maintained and in good state of repair as to safety and appearance. No person shall permit any sign to become unsafe. Failure of maintenance requirements is subject to section 6.2.2.

3.14. Illumination

- 3.14.1.** Signs may be illuminated unless otherwise expressly prohibited by this By-law or the Comprehensive Zoning By-law.
- 3.14.2.** No illumination of a sign shall spill beyond the face of the sign such that light interferes with the enjoyment of neighbouring lands or interferes with the visibility on nearby streets.

3.15. Prohibited Signs

Any sign not expressly permitted by the By-law is prohibited and without limiting the generality of the foregoing, the following signs are specifically prohibited:

- 3.15.1.** Abandoned sign;
- 3.15.2.** Animated sign;
- 3.15.3.** A banner, other than a banner located within a public road allowance which has been given approval by Council.
- 3.15.4.** An inflatable advertising sign;
- 3.15.5.** A sign erected or painted on a vehicle or trailer where the vehicle or trailer is not in weekly operation for transportation and is parked in a manner so as to make the sign visible from a street for the purpose of functioning as an identification, information or advertising sign.
- 3.15.6.** A sign located so as to obstruct the view of any pedestrian or motor vehicle driver so as to cause an unsafe condition;
- 3.15.7.** A sign located within a site triangle;

- 3.15.8.** A sign interfering with or obstructing the view of an authorized traffic sign, traffic signal, or an official sign or any sign capable of being confused with such traffic sign, traffic signal or official sign;
- 3.15.9.** Any sign which may interfere with or damage any above or below ground municipal or utility services which have been lawfully placed at the location;
- 3.15.10.** Any sign structure in a state of disrepair or in an unsafe, damaged or hazardous condition;
- 3.15.11.** Any mobile sign structure anchored by concrete blocks, sandbags, or any other hazardous or unsightly objects;
- 3.15.12.** Any sign or part of any sign on or within any Municipal Road Allowance (unless accompanied by an encroachment agreement), public park, or municipally owned lands;
- 3.15.13.** Any sign so illuminated that it interferes with the effectiveness of, or obscures a traffic control sign, device or signal;
- 3.15.14.** Any sign, which obstructs or interferes with any maintenance operations provided by the Township;
- 3.15.15.** Any sign which obstructs any fire escape, fire exit, fire hydrant or standpipe;
- 3.15.16.** Any mobile sign located on any property or vacant lot not under his or her control without the prior written authorization from the owner of the property or vacant lot;
- 3.15.17.** Except for a public information sign, banner or sign pertaining to public safety, no person shall attach or display any sign or advertisement on a utility pole, light standard, fence or tree except as provided for hereafter; and
- 3.15.18.** A fence sign.

3.16. Municipal Property

Except for sandwich board signs which have been authorized by the Municipal pursuant to the provisions of the By-law and those signs described in Sections 3.8.6, 3.8.7, 3.8.10, 3.8.11 and 3.8.13 of this By-law, no other sign shall be located on any Municipal street, square, walkway, park, sidewalk, boulevard or parking lot. No sign shall be attached to a tree or utility pole or a municipal owned sign.

4. Special Provisions

Every person who erects or displays a sign shall comply with the following requirements:

4.1. Mobile Signs

A permitted mobile sign may be displayed for a period of ninety (90) days per calendar year (Jan 1st, to Dec 31st) at one (1) location.

4.1.1. Number of Signs

- 4.1.1.1** A maximum of one (1) mobile sign shall be permitted on a lot having a frontage of 121 metres or less.
- 4.1.1.2** A maximum of two (2) mobile signs shall be permitted on a lot having a frontage exceeding 121 metres and less than 242 metres.
- 4.1.1.3** A maximum of three (3) mobile signs shall be permitted on a lot having a frontage of 242 metres or more.

4.1.2. General Provisions

- 4.1.2.1** It is located on private property;
- 4.1.2.2** It is displaying a message that logically and clearly indicates that the use is for the person who originally applied for the permit;
- 4.1.2.3** It is in good repair and has not become unsafe, unsightly or dangerous;
- 4.1.2.4** It is situated at grade;
- 4.1.2.5** Where it has been leased or rented from a sign company, the name and telephone number of the sign company is affixed to the sign at a clearly visible location;
- 4.1.2.6** It has no more than two (2) sign faces for which the maximum sign face area shall not exceed 4.6 square metres in which no one dimension is greater than 2.4 metres.
- 4.1.2.7** Where a business is located on a lot occupied by two (2) or more businesses, no application shall be approved if the total number of signs permitted on that lot would be exceeded until a permit has expired;
- 4.1.2.8** It is located a minimum of 3 metres from the closest edge of a sidewalk or lot line and at least 23 metres from the closest edge of another mobile sign; and
- 4.1.2.9** A blank mobile sign shall not be permitted.

4.2. Readographs, and Electronic Message Displays,

- 4.2.1.** Readographs and Electronic Message Displays shall be permitted in Commercial, Industrial and Institutional Zones.
- 4.2.2.** A ground sign incorporating a readograph or an electronic message display shall be subject to the provisions of section 4.4 of this By-law, except that the maximum permitted sign area for a ground sign incorporating a readograph or electronic message display shall be twenty-five (25) percent greater than the maximum permitted sign area that does not incorporate a readograph or an electronic message display.

- 4.2.3.** The intensity of illumination of an electronic message display during a cycle shall be maintained at a constant level. In addition, such signs shall come equipped with automatic dimming technology that automatically adjusts the signs brightness in direct correlation with ambient light conditions.
- 4.2.4.** Notwithstanding the policies contained herein as they relate to message display duration, the policies that apply to sign illumination as regulated by the County of Peterborough shall govern in the areas within which the County has jurisdiction. In those areas outside of the County's jurisdiction (urban areas with speed limits 50 km or lower) the information displayed on an electronic message display shall be static for at least six (6) seconds per message.

4.3. Fascia Signs

- 4.3.1.** A fascia sign may only be erected or displayed on that portion of an exterior wall which is adjacent to that business and only when the wall faces a street, public lane, public parking lot or private parking lot.
- 4.3.2.** A fascia sign shall be permitted in any commercial, industrial and community facility Zone.
- 4.3.3.** A fascia sign shall only be permitted for the purpose of providing a notice of the use or occupancy of the building for which it is attached.
- 4.3.4.** A fascia sign may be erected above the first storey of any building, with a minimum clear height of 2.7 metres.
- 4.3.5.** The total sign area of all fascia signs on a building shall not exceed twenty-five (25) percent of the wall area of the first storey.
- 4.3.6.** Directional fascia signs shall be permitted in the parking areas of restaurants, multiple unit retail establishments, industrial areas and multiple unit residential buildings, which shall not exceed 0.6 square metres in sign area.
- 4.3.7.** Fascia signs shall be anchored safely and securely to the exterior wall of a building that is capable of carrying this additional load by means of approved fastener.
- 4.3.8.** A fascia sign shall not project more than 0.3 metres from the wall of a building to which it is attached.
- 4.3.9.** Each lot shall be limited to two (2) fascia signs or one fascia sign for each business operation. An additional fascia sign is permitted for each additional street frontage.
- 4.3.10.** A fascia sign shall not exceed the height of the wall to which it is attached.

4.4. Ground Signs

- 4.4.1.** Ground signs shall be permitted in any Commercial, Industrial and Institutional Zone.
- 4.4.2.** One (1) ground sign shall be permitted on a property with frontage on a municipal roadway. If a property has more than one (1) municipal frontage on more than one (1)

roadway, one (1) sign for each frontage shall be permitted on that property.

- 4.4.3.** A ground sign on a property with frontage of less than 30.0 metres shall not exceed 5.5 metres in height, and shall not exceed 5.5 square metres in sign area.
- 4.4.4.** For each additional 5.0 metres of frontage, an additional 0.5 metres of height shall be permitted, to a maximum height of 8.0 metres. Further, an additional 0.5 square metres in area shall be permitted, to a maximum area of 7.0 square metres.
- 4.4.5.** One (1) off premises ground sign shall be permitted on a property that is undeveloped, which shall not exceed 5.0 square metres in sign area.
- 4.4.6.** A ground sign shall be located at least 6.0 metres from the property line of any Zone that permits a single detached dwelling as a primary use.
- 4.4.7.** A ground sign shall be located at least 1.5 metres from the property line of any adjacent Commercial, Industrial or Institutional Zone.
- 4.4.8.** A ground sign shall be located at least 15 metres from any property line abutting a Street, lane or private right-of-way.
- 4.4.9.** Ground signs shall be set in concrete footings which shall extend below the depth of frost penetration and shall be of sufficient size and weight to prevent overturning of the sign.
- 4.4.10.** Where required by the Chief Building Official or their designate, ground signs shall be designed by a professional engineer when required by the Ontario Building Code.

4.5. Sandwich Board Signs

- 4.5.1.** A sandwich board sign shall be permitted on Corporation property during regular business hours only where an encroachment agreement has been entered into with the Corporation.
- 4.5.2.** A maximum of one (1) sandwich board sign per business may be erected or displayed within the municipal limits.
- 4.5.3.** Sandwich board signs must be removed from public property after business hours.

4.6. Election Signs

Election Signs are governed by the Township of Douro-Dummer By-law 2021-66, as amended, being a By-law to Manage and Regulate Election Signs and Campaign Advertisements.

4.7. Poster Panel Signs

- 4.7.1.** Poster panel signs shall be permitted in any Commercial or Industrial Zone.

- 4.7.2.** Only one (1) poster panel sign shall be permitted on a property.
- 4.7.3.** The regulations contained within Section 4.4 Ground Signs as they relate to sign height, sign area and location apply equally to Poster Panel Signs.
- 4.7.4.** Where required by the Chief Building Official or their designate, ground signs shall be designed by a professional engineer when required by the Ontario Building Code.

4.8. Hanging Signs

- 4.8.1.** Hanging signs shall be permitted in any Commercial, Institutional or Industrial Zone.
- 4.8.2.** The maximum area of a hanging sign shall not exceed 1.5 square metres.
- 4.8.3.** A hanging sign shall be firmly anchored to a building face.
- 4.8.4.** The sign shall have a minimum clearance above grade of 2.4 metres.
- 4.8.5.** A hanging sign shall not be constructed as a swing sign.

5. Zones Where Signs are Permitted

Every person who erects or displays a sign shall comply with the following requirements:

5.1. Interpretation

Reference made in this By-law to the Zoning By-law of the Corporation of the Township of Douro-Dummer, shall mean the Comprehensive Zoning By-law of the Township of Douro-Dummer No. 10-1996 as amended.

5.2. Signs Permitted in all Zones

Real estate signs, contractor’s signs, developer’s signs, directional signs, warning signs, traffic control signs and public information signs shall be permitted in any Zone.

No person shall erect a real estate sign, contractor’s sign, developer’s sign, directional sign, warning sign, in any Zone, except in accordance with the following provisions;

5.2.1. Real Estate Signs

- 5.2.1.1** Real estate signs shall be permitted in any Zone on a lot which is for sale or available for lease or rent, and shall be removed within twenty-one (21) days following the confirmation of a sale or the leasing of the premises;
- 5.2.1.2** Real estate signs shall not have a sign area exceeding 0.5 square metres, except in a

commercial or industrial Zone, where the sign area shall not exceed 3 square metres; and

- 5.2.1.3** A maximum of one (1) real estate sign per lot shall be permitted, except where there is separate street or water frontage, at which point one additional sign per street or water frontage will be permitted.

5.2.2. Contractor's Signs

- 5.2.2.1** Contractor's signs shall be permitted in any Zone on a lot where there is active and ongoing construction by the business or person so indicated on the sign and shall be removed upon completion of construction;
- 5.2.2.2** Contractor's signs shall not have a sign area exceeding 1.5 square metres; and
- 5.2.2.3** Contractor's signs may be located adjacent to any lot line including a street line.

5.2.3. Developer's Signs

- 5.2.3.1** Developer's signs may be permitted in any Zone on a lot that is subject to a current or proposed development or redevelopment project;
- 5.2.3.2** A maximum of one (1) developer's sign shall be permitted on a lot for each separate frontage onto which the lot subject to the development project fronts;
- 5.2.3.3** Developer's signs shall be removed within twenty-one (21) days from the date of completion of the development or redevelopment project;
- 5.2.3.4** The maximum sign area for each developer's sign shall be 0.1 square metres for each 1.5 metres of street frontage, but in no case shall exceed 9 square metres in area;
- 5.2.3.5** Developer's signs shall be deemed to be Ground Signs for setback purposes, and therefore subject to the relevant policies of Section 4.4 of this By-law; and
- 5.2.3.6** The maximum height of a developer's sign shall be 4.6 metres.

5.2.4. Directional Signs

- 5.2.4.1** Directional signs shall be permitted in any Zone along or adjacent to any private thoroughfare; and

5.2.4.2 Directional signs shall not have any face exceeding 0.5 square metres.

5.2.5. Warning Signs

5.2.5.1 Warning signs shall have a maximum sign area of 0.5 metres.

5.2.6. Civic Address Signs

5.2.6.1 Civic address signs shall have a maximum sign area of 0.2 square metres.

5.3. Residential Zones

No person shall erect, display, or cause or permit to be erected or displayed a sign in a residential Zone within the Township. Nothing within this section shall be taken to prohibit or restrict the following classes of signs:

- 5.3.1.** Signs permitted in Section 5.2 of this By-law;
- 5.3.2.** Personal identification signs;
- 5.3.3.** Private warning signs;
- 5.3.4.** Directory signs;
- 5.3.5.** Election signs;
- 5.3.6.** Home Occupation/Industry signs;
- 5.3.7.** Block Parent or similar signs; and
- 5.3.8.** Yard sale signs.

5.4. Institutional Zones

No person shall erect or display a sign on any lot in an Institutional Zone except;

- 5.4.1.** Signs permitted in Section 5.2 of this By-law;
- 5.4.2.** Electronic Message Display signs;
- 5.4.3.** Fascia signs;
- 5.4.4.** Ground signs;
- 5.4.5.** Mobile signs;
- 5.4.6.** Sandwich board signs; and
- 5.4.7.** Temporary signs.

5.5. Commercial and Industrial Zones

No person shall erect or display a sign on any lot in a Commercial or Industrial Zone except:

- 5.5.1.** Signs permitted in Section 5.2 of this By-law;

- 5.5.2.** Electronic Message Display signs;
- 5.5.3.** Fascia signs;
- 5.5.4.** Ground signs;
- 5.5.5.** Mobile signs;
- 5.5.6.** Poster panel signs;
- 5.5.7.** Readograph signs;
- 5.5.8.** Sandwich board signs; and
- 5.5.9.** Temporary signs.

5.6. Rural or Agricultural Zones

No person shall erect or display a sign on any lot in a Rural or Agricultural Zone except:

- 5.6.1.** Signs permitted in Section 5.2 of this By-law;
- 5.6.2.** Billboard signs are permitted on Rural or Agriculturally Zoned parcels with 135 metres of frontage on County roads and Provincial Highways subject to the regulations and permit requirements of the governing road authority;
- 5.6.3.** Fascia signs erected on a barn or other accessory building or structure used to advertise the name of the farm or the identity of the operators, having a maximum sign area of 14 square metres;
- 5.6.4.** Ground signs used for personal identification, not exceeding 2.3 square metres;
- 5.6.5.** Temporary signs used to identify crops;
- 5.6.6.** Home occupation/Industry signs;
- 5.6.7.** Signs that are used to advertise the sale of fresh farm products provided the total area of the sign does not exceed 1.5 square metres;
- 5.6.8.** A ground sign shall be located at least 6 metres from the property line of any Zone that permits a single detached dwelling as a primary use.

5.7. Other Zones

No person shall erect or display a sign on a lot in another Zone except signs permitted pursuant to section 5.2 of this By-law or for signs for which a permit is not required by this By-law.

6. Administration

6.1 Responsibility

- 6.1.1.** This By-law shall be administered and enforced by the Chief Building Official or their designate.

- 6.1.2.** The provisions of this By-law shall not be construed as relieving or limiting the responsibility or liability of any person erecting or maintaining a sign, awning or marquee erected pursuant to this By-law for personal injury, property damage or any loss however accessioned resulting from negligence or willful acts of such person, their agents or employees, in the erection, maintenance or removal of a sign, awning or marquee erected in accordance with a permit issued by the Corporation under this By-law, nor shall it be construed as imposing upon the Corporation or its officials any responsibility or liability by reason of approval of any sign, awning or marquee under the provisions of this By-law.

6.2 Violations, Penalties and Remedies

- 6.2.1.** Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended*.
- Persons convicted of an offence are subject to fines as set out in Schedule "B". Schedule "B" is attached and forms part of this By-law.
- 6.2.2.** If this By-law is contravened and a conviction entered, the Court in which the conviction has been entered and any Court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence the person convicted.
- 6.2.3.** Each day on which a person contravenes any provision of this By-law shall be deemed to constitute a separate offence under this By-law as provided for in section 429(2) of the Municipal Act, S.O. 2001, c. 25.
- 6.2.4.** In addition to any other remedy provided for in law, as it relates to signs located on private property, the Corporation, upon the giving of not less than five (5) days of notice to the owner of land or the owner of a sign, awning or marquee by registered mail or personal service at the address as shown on the last revised assessment roll, may remove or pull down any sign, awning or marquee that is erected or maintained in contravention of this By-law, or that is unsafe and poses a danger to the public, any expenses incurred by the Corporation in so doing may be collected by action or in like manner as municipal taxes.
- 6.2.5.** If, upon inspection, the Chief Building Official or their designate, at their sole discretion, is satisfied that a sign poses an immediate danger to the health and safety of any person, they may cause the sign to be removed by the

Township, without giving advance notice, at the expense of the owner of the property on which the sign is located.

6.2.6. If a sign is removed in accordance with section 6.2.4. all costs incurred by the Township, including the administrative and storage costs, may be added to the tax roll and collected in the same manner as taxes.

6.2.7. The Chief Building Official or their designate may remove any sandwich board sign that is not in compliance with this By-law.

6.3 Severability

If, for any reason, any section, clause or provision of this By-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part which was declared to be invalid.

6.4 Interpretation

6.4.1. In the case of conflict between the provisions of this By-law and provisions of other By-laws or statutes, the most restrictive shall apply.

6.4.2. In the event of any conflict between the provisions of this By-law and the provisions of the Ontario Building Code the provisions of the Ontario Building Code shall take precedence and prevail.

6.4.3. In this By-law, the word "shall" is mandatory; words in the singular include plural; words in the plural include singular; words in the masculine include feminine and words in the feminine include the masculine.

6.5 Variance

6.5.1. Where a person cannot comply with the provisions of this By-law, application may be made to the Council of the Corporation of the Township of Douro-Dummer for a variance from the provisions of this By-law.

6.5.2. Application to Council for a variance shall clearly set out why the provisions of this By-law cannot be met and shall be accompanied by a fee which is set out in Schedule "A", which shall not be refundable.

6.5.3. Council may, upon receipt of an application for a variance from the provisions of this By-law, authorize such variances as may be requested provided in the opinion of the Council the general intent and purpose of this By-law is maintained.

6.5.4. The application to Council must be made on the prescribed form as set out in Schedule "C" – Variance Form, and must be accompanied by a complete sign permit application as described in 3.5. – Sign Permits and Fees of this By-law.

7. That this By-law shall come into full force and effect on November 21st, 2023

Passed in Open Council this 21st day of November, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

**Schedule "A" to
By-law No. 2023-50**

Sign Permit Fees

Ground Sign (inclusive of Billboard or Developer's Signs)	\$225.00
Awning or Fascia Sign (inclusive of Poster Panel or Hanging Signs)	\$225.00
Readograph and Electronic Message Displays	\$225.00
Signs – Not Defined	\$225.00
All Other Signs	Exempt
Variance Application Fee	\$200.00

Schedule “B” to

By-law No. 2023-50

Part 1 Provincial Offences Act – Set Fine Schedule

The Corporation of the Township of Douro-Dummer

By-law 2023-50, being a By-law to Regulate the Use and Erection of Signs in
the Corporation of the Township of Douro-Dummer

Set Fines

Item	Column 1 Short Form Wording	Column 2 Provisions Creating or Defining Offence	Column 3 Set Fine
1	Erection of sign without permit	Section 3.3	\$450.00
2	Sign not in compliance with By-law	Section 3.2	\$450.00

Schedule "C" to
By-law No. 2023-50

Variance Form

Subject Property

Address: _____

Roll Number: 1522 –

Applicant – *If applicant is not the registered property owner, an agent authorization must be provided.*

Name: _____

Address: _____

Phone: _____

Email: _____

Purpose/Reason of the Application – *Please describe the proposal and explain why it cannot meet the provisions set out in the Township's Sign By-law (If additional space is required, please attach a separate sheet).*

The Corporation of the Township of Douro-Dummer

By-Law Number 2023-51

**Being a By-Law to authorize the execution of an Agreement with
Circular Materials Ontario
for the Collection of Blue Box Materials at Hall's Glen Transfer Station**

Whereas Changes to the Blue Box Program in the Province of Ontario has necessitated the need for The Corporation of the Township of Douro-Dummer to enter into an agreement for the collection of Blue Box Materials from the Hall's Glen Transfer Station;

Now Therefore the Council of The Corporation of the Township of Douro-Dummer enacts as follows:

1. That the Corporation of the Township of Douro-Dummer does enter into that Agreement in writing attached hereto as Appendix 'A' and forming part of this By-law, with Circular Materials Ontario for the collection of Blue Box Materials, subject to the terms and conditions therein stated.
2. That this By-law come into force and take effect as of November 22, 2023.

Passed in open Council this 21st day of November, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-113

Table of Contents

RECITALS	4
EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS	6
Article 1 Definitions	6
1.1 Definitions	6
1.2 Interpretation.....	8
1.3 Managed Contract.....	9
Article 2 Scope of Collection Services	10
2.1 Scope of Collection Services	10
Article 3 Collection Service Provision.....	11
3.1 Addition or Removal of Depots	11
3.2 Blue Box Material to be Collected.....	11
3.3 Non-Eligible Source Deduction	11
3.4 Labour Disruption.....	12
3.5 Access to the Work	12
3.6 Subcontractors	13
Article 4 Scope of Promotion and Education Service.....	14
4.1 Scope of Promotion and Education Services	14
Article 5 Representation and Warranty	15
5.1 Representations and Warranties.....	15
Article 6 Record Keeping and Reporting Requirements.....	16
6.1 Record Keeping and Reporting Requirements.....	16
Article 7 Failure to Perform, Remedies, Termination.....	17
7.1 Responsibility for Damages/Indemnification	17
7.2 Limited Liabilities.....	18
7.3 Force Majeure	19
7.4 Agreement Termination	20
7.5 Remedies.....	21
7.6 Disputes	22
7.7 Arbitration.....	22
7.8 Choice of Forum	22
Article 8 Standard Conditions	24
8.1 Governing Laws.....	24
8.2 Compliance with Laws and Permits	24
8.3 Assignment	24

8.4	Contractor to Make Examinations	24
8.5	Access to Records	24
8.6	Insurance	25
8.7	Changes to Agreement	26
8.8	Change Management	26
8.9	Conflicts and Omissions	28
8.10	Duty to Notify	29
8.11	Confidentiality Covenant	29
8.12	Severability	30
8.13	Survival	30
8.14	Further Assurances	30
8.15	Revisions to this Agreement	31
8.16	Counterparts	31
8.17	Notice	31
 EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES		33
 EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES		34
 EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM		35
 EXHIBIT 5: SERVICE COMMENCEMENT DATES		36
 EXHIBIT 6: COMPENSATION		37

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

Between

The Corporation of the Township of Douro Dummer, a corporation incorporated under the laws of Ontario, having a place of business at 894 South Street, P.O. Box 92, Warsaw, ON, K0L 3A0 (“Contractor”)

And

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

RECITALS

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

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

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

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

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

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Agreement Term”.
4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.
5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.
6. Attached and forming an integral part of this Agreement are the following exhibits:

- (i) Exhibit 1 – Scope of Work and Other Provisions;
- (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
- (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
- (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
- (v) Exhibit 5 – Service Commencement Dates; and
- (vi) Exhibit 6 – Compensation.

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 Douro
Dummer**

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this Agreement denotes permissive.

- (e) The words shall and will in this Agreement denote imperative.
- (f) Any capitalized term used in this Agreement that is not defined in Section **Error! Reference source not found.** of Exhibit 1 or elsewhere in this Agreement will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

1.3 Managed Contract

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

ARTICLE 2

SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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

ARTICLE 3

COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be two point five percent (2.5%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:

- (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than two point five percent (2.5%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
- (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

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

3.4 Labour Disruption

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

3.5 Access to the Work

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

or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.5 of Exhibit 1 for the administration of this Agreement and any internal purposes.

3.6 Subcontractors

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

ARTICLE 4
SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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

ARTICLE 5 REPRESENTATION AND WARRANTY

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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

ARTICLE 6
RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7
FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

(a) Contractor Indemnity

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

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

(b) CMO Indemnity

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

7.2 Limited Liabilities

- (a) Subject to Section 7.2(b) of Exhibit 1, the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of

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

7.3 Force Majeure

- (a) Subject to Section 7.3(b) of Exhibit 1, "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;

- (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
- (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
 - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
 - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

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

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

7.4 Agreement Termination

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:

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

7.5 Remedies

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

7.6 Disputes

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

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii) of Exhibit 1, disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this Agreement or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this Agreement, nor shall the arbitrator modify or amend any of this Agreement terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.7(b) of Exhibit 1.
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or

proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.
- (b) The Contractor shall make available copies of records for Blue Box Material picked up by CMO under this Agreement on request within two (2) Business Days of the request by CMO or the Manager.

- (c) All records related to this Agreement, including the Records, shall be maintained, and access granted pursuant to this Section 8.5 of Exhibit 1, throughout the term of this Agreement and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this Agreement:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in connection with this Agreement. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
 - (iv) "All risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.
- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;

- (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
- (iii) Policies for the above must be kept continuous throughout the term of this Agreement. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to Agreement

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

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this Agreement is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this Agreement;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
 - (iv) Any change in the Contractor's costs.

- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement (“Change Order”) in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor’s costs or any subcontractor’s costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor’s Proposed Change in the Work:
- (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor’s proposed change in Work;
 - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.

- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
 - A change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and
 - The change materially affects the risks or costs to which CMO is exposed.
 - (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
 - (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
 - (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
 - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

8.9 Conflicts and Omissions

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

inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

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

opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

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

8.12 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.13 Survival

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

8.14 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of

giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

8.15 Revisions to this Agreement

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

8.16 Counterparts

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

8.17 Notice

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

To CMO:

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

Email: operations@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 Douro Dummer
894 South Street,
P. O. Box 92,
Warsaw ON, K0L 3A0
Attention: Elana Arthurs, CAO

Email: elanaa@dourodummer.on.ca

EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Township of Douro Dummer	Hall's Glen TS	1951 County Road 6	Douro-Dummer	K0L2H0	Summer: Sat, Sun, Mon, Wed, Fri. Winter: Wed, Sat, and Sun.	Summer: Sat: 10:00 am – 2:00pm = 4 Sun: 10:00 am - 6:00 pm = 8 Mon: 10:00 am - 2:00 pm = 4, Wed: 10:00 am - 2:00pm = 4, Fri: 10:00 am - 2:00 pm = 4 Winter: Wednesday: 10:00am - 2:00pm = 4 Saturday: 10:00 am - 2:00 pm = 4 Sunday: 10:00 am - 2:00pm = 4

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

EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code
The Corporation of the Township of Douro Dummer	None			

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

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

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

EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of Douro Dummer	2024-01-01

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by **3,699** (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus
 - (b) Residential Depot Operation Costs; less
 - (c) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, "**Residential Depot Operation Costs**" means \$ 2,893per Month, as adjusted in accordance with Section 1.10 of this Exhibit, and "**Non-Eligible Source Blue Box**

Material Unit Price” means \$200.00 per tonne, as adjusted in accordance with Section 1.11 of this Exhibit.

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

1.10 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 + CPI Adjustment, where such price adjustment is applicable to the calendar month.

- (b) The **“Base Residential Depot Operation Costs”** is the Residential Depot Operation Costs as set out in Section 1.9 of Exhibit 6.
- (c) 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 **“CPI Adjustment”** shall be (1) the Base Residential Depot Operation Costs multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Eligible Community Service Commencement Date. The CPI 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 Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:

Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The **“Base Non-Eligible Source Blue Box Material Unit Price”** is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.9 of Exhibit 6.
- (c) The **“CM Fuel Price Component”** is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (d) The **“CPI Component”** is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) For each calendar month during the Agreement Term, the **“CM Fuel Price Component Adjustment”** shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (**“Diesel Fuel Index”**), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component

Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.

- (f) In the month of April of each calendar year during the Agreement Term, the “**CPI Component Adjustment**” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.12 CPI Index

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

1.13 Changes to Indices

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

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

The Corporation of the Township of Douro-Dummer

By-law Number 2023-52

Being a By-law of The Corporation of the Township of Douro-Dummer to confirm the proceedings of the Regular Meeting of Council held on the 21st day of November, 2023, in the Municipal Building

The Municipal Council of The Corporation of the Township of Douro-Dummer Enacts as follows:

1. **That** the action of the Council at the Regular Meeting of Council held on the 21st day of November, 2023, in respect to each motion, resolution, and other action passed and taken by the Council at its said meeting is, except where prior approval of the Local Planning Appeal Board is required, hereby approved, ratified, and confirmed.
2. **That** the Mayor and the proper officers of the Township are hereby authorized to do all things necessary to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

Passed in Open Council this 21st day of November, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig