

AGENDA FOR REGULAR COUNCIL MEETING  
June 26th, 2024 – 6:00 pm

1. CALL TO ORDER

Land Acknowledgement

2. APPROVAL OF AGENDA

3. DECLARATIONS OF PECUNIARY INTEREST

4. DEPUTATIONS

- 4.1 We the Free Nuclear North  
Deputation by: Dodie LeGassick (Environment North); Wendy O'Connor (We the Free Nuclear North)

Action requested: discussion, draft resolution

5. MINUTES OF PREVIOUS MEETING(S)

- 5.1. Minutes – Regular Council Meeting – June 11th 2024  
Recommendation:  
BE IT RESOLVED that the Minutes of the Regular Council Meeting held on June 11th 2024 be approved

- 5.2. Minutes – Special Council Meeting – June 18th 2024  
Recommendation:  
BE IT RESOLVED that the Minutes of the Special Council Meeting held on June 18th 2024 be approved

6. DISBURSEMENT LIST

- 6.1. Payroll Report  
6.2. Payment Register  
Recommendation:  
BE IT RESOLVED that Council approve the disbursements represented by Check Numbers 6994 through 7016 totalling \$72,317.13 and electronic bank payments totalling \$5,733.23, for a grand total of \$78,050.36  
6.3. Tax Arrears

7. REPORTS FROM MUNICIPAL OFFICERS

- 7.1. Clerk's Report  
Topics include: Community Emergency Preparedness Day; Official Plan  
7.2. Public Works Report  
Topics include: activities, Machine Operator vacancy, equipment usage  
7.3. Fire Chief's Report (to be provided later)  
Topic: tasks worked on  
7.4. Councillor Reports (verbal)  
Topic: A summary of activities and meetings  
7.5. Other agencies' report  
List: TBDHU minutes, TBDSSAB

8. NEW BUSINESS

- 8.1. Energy Conservation and Demand Management Plan  
Topic: review updated plan – originally written in 2014

- 8.2. OPP Detachment Board Levy Allocations and Remuneration  
Action requested: recommended that the member Councils of the Lakehead OPP Detachment Board approve a levy allocation based on percentage of total OPP billing and that remuneration to members be paid as set out below.

## 9 BY-LAWS

- 9.1 By-Law 1451 – Municipal Funding Agreement (CCBF)  
Explanatory note provided.  
Action requested: pass by-law for participation in the CCBF
- 9.2 By-Law 1452 – GFL Subcontract Agreement  
Report provided regarding 10 year contract to provide blue box services.  
Action requested: pass by-law to enter 10 year contract with GFL
- 9.3 By-Law 1453 – amend Deputy Mayor appointments  
Action requested: pass by-law

## 10 CORRESPONDENCE

- 10.1 Forbes Bros – Information package – Proposed 60m self-support tower telecommunication site  
Also includes: Justification Report, Mail Notification, Public Notice  
Action requested: council to review and provide concurrence
- 10.2 MFOA Northern Finance Workshop  
Action requested: approve attendance; approve closure of office if needed
- 10.3 City of Hamilton: resolution – declaration of the City of Hamilton as a “No Paid Plasma Zone”
- 10.4 Action requested: respect resolution and support only voluntary blood and plasma collection
- 10.5 Municipality of Tweed: resolution – request province to reabsorb OPP  
Action requested: support resolution
- 10.6 Other correspondence

## 11 UPCOMING MEETING DATES

July 10 <sup>th</sup> , 2024	Regular Council Meeting
July 23 <sup>rd</sup> , 2024	Regular Council Meeting
August 13 <sup>th</sup> , 2024	Regular Council Meeting
August 27 <sup>th</sup> , 2024	Regular Council Meeting
September 10 <sup>th</sup> , 2024	Regular Council Meeting
September 24 <sup>th</sup> , 2024	Regular Council Meeting
October 8 <sup>th</sup> , 2024	Regular Council Meeting
October 22 <sup>nd</sup> , 2024	Regular Council Meeting

## 12 CLOSED SESSION

- 12.1 Closed Minutes – June 11<sup>th</sup> 2024
- 12.2 Closed Minutes – June 18<sup>th</sup> 2024
- 12.3 Human Resources – General
- 12.4 McKittricks Law Firm
- 12.5 OPP Detachment Board Community Representative Appointments

## 13 CONFIRMING BY-LAW

- 13.1 By-law 1454 – To Confirm the Proceedings of the Meeting

Recommendation:

BE IT RESOLVED THAT By-law 1454 be passed;

AND, FURTHER, THAT the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to By-law No. 1454, being a By-law to confirm the proceedings of this evening's meeting.

14 ADJOURNMENT

# The Dangers of Transporting Nuclear Fuel Waste

**Deputation by:**

Dodie LeGassick – Environment North

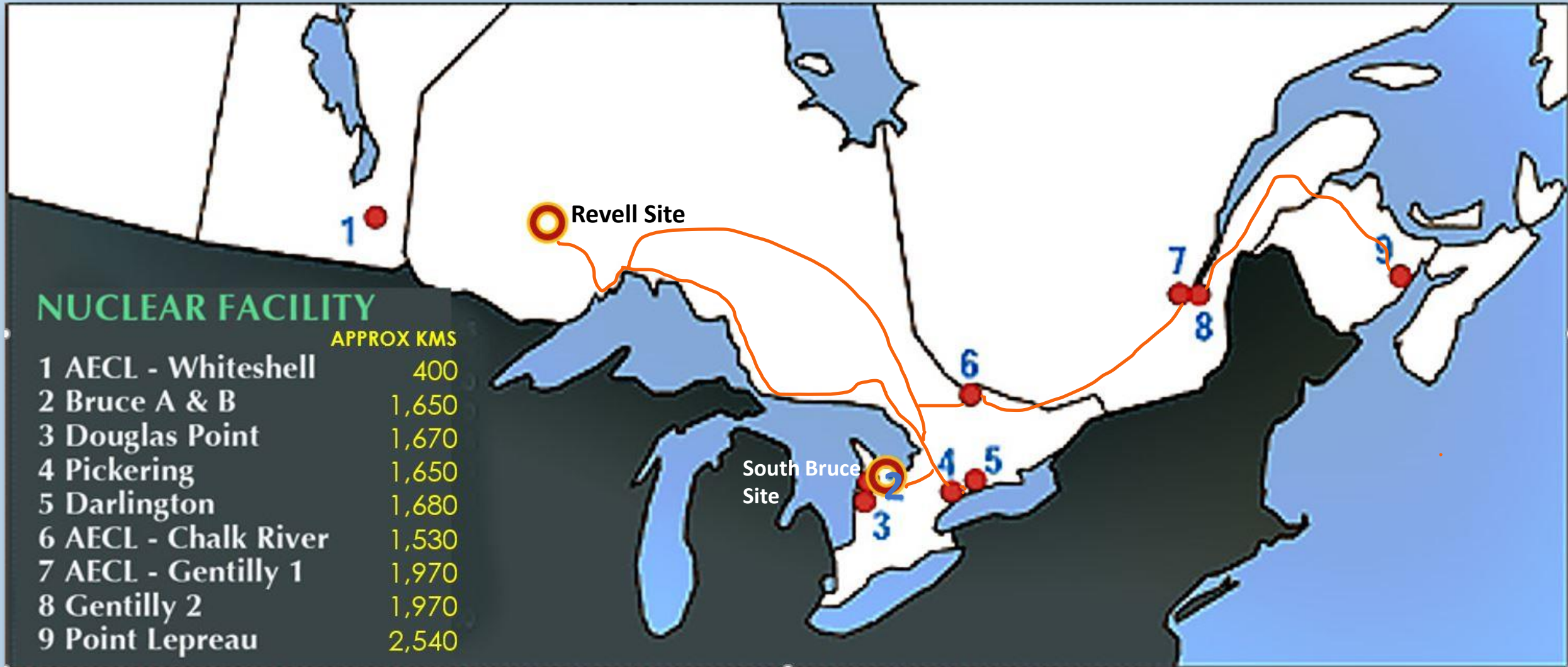
Wendy O'Connor – We the Nuclear Free North

**Conmee Township**



# Canada's Current Storage Sites for Used Nuclear Fuel Waste

Concern: these sites are up to 2,540 kms from the proposed DGR – much too far for safe transport



# Dry Storage Containers for Nuclear Fuel Waste

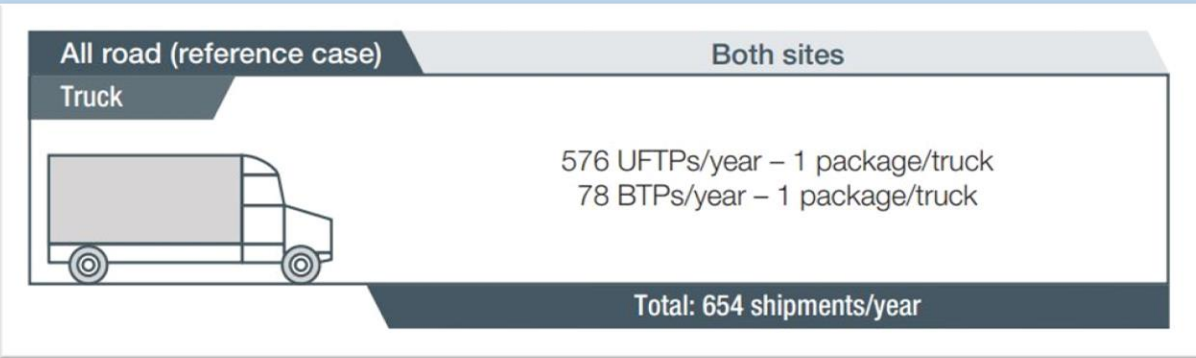


After 10 years in cooling pools, nuclear fuel waste is moved into **dry storage containers**, and warehoused at the nuclear generating station. Dry storage systems have a minimum design life of 50 years.

The NWMO has proposed to move some of its stockpiled nuclear fuel waste in these dry storage containers by rail, without prior repackaging or content inspection, as **“Superloads”**. Each container weighs 100 tonnes loaded, and contains 384 used fuel bundles.





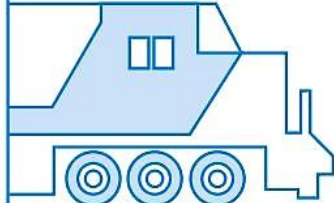
# Packages/Shipments per Year by Road and Rail



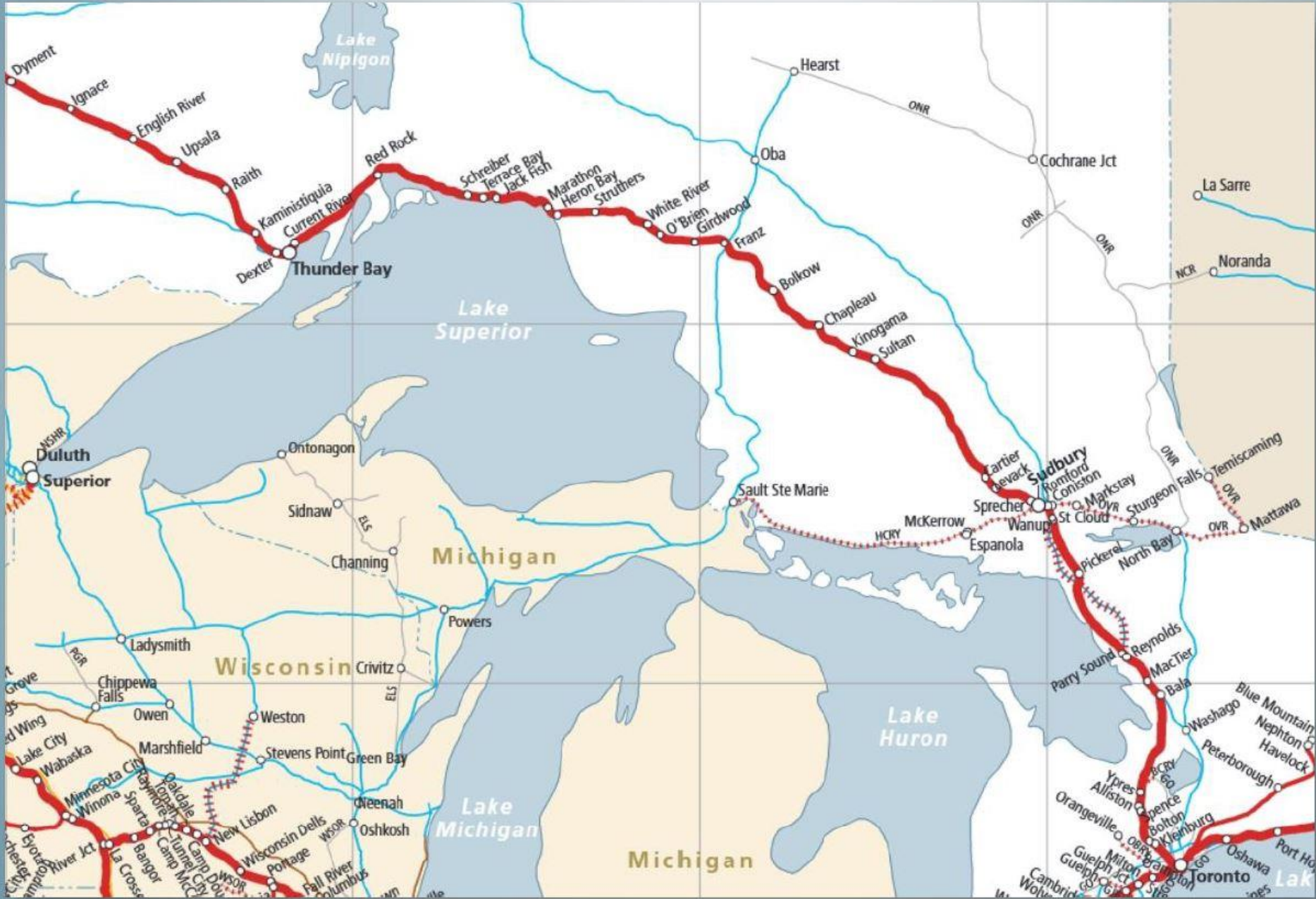
All-road (reference case) transportation above is the NWMO's preferred method, but an alternative is road + rail, circled in red.

There has been no documented transportation safety testing of the BTP or the DSC.

One train bearing 14 DCSs = 5,376 radioactive fuel bundles per train.

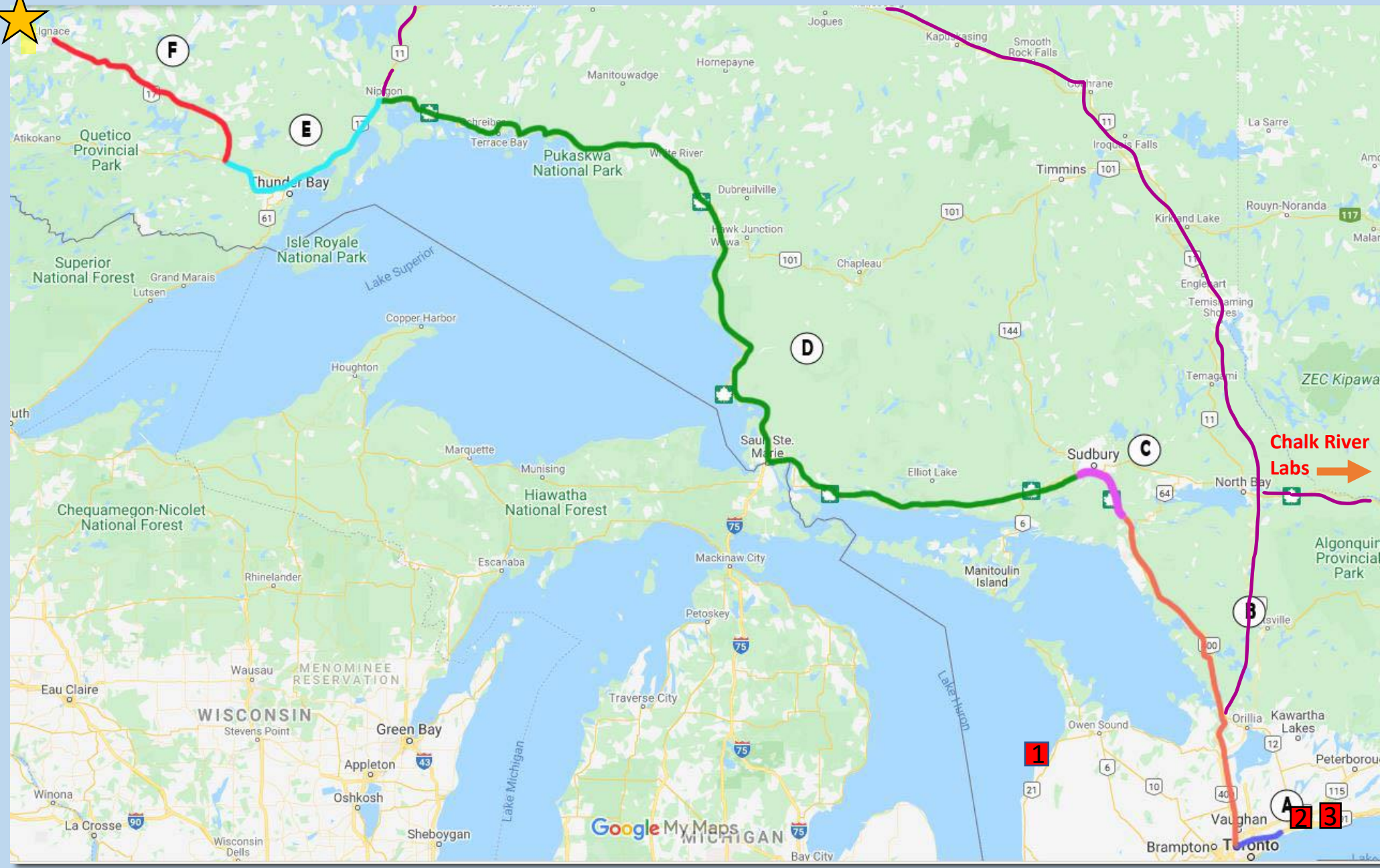
Road/rail alternative	South Bruce	Ignace area
Truck		
	78 BTPs/year 1 package/truck	78 BTPs/year 1 package/truck
Superloads		
	288 DSC-TPs/year 1 package/truck	165 DSC-TPs/year 1 package/truck
Rail		
	25 DSC-TPs/year 5 packages/train	22 DSC-TPs/year 14 packages/train
Total: 391 shipments/year		Total: 265 shipments/year

# CP Rail Map – Eastern Canada






# Potential highway route for nuclear fuel waste



(1) Bruce Nuclear & Douglas Point Generating Stations,

(2) Pickering Nuclear Generating Station and

(3) Darlington Nuclear Generating Station

to the Revell Lake site  between Dryden and Ignace

# Highway Truck Collisions are Increasing

The percentage of all collisions that are transport truck collisions is increasing on the highway transportation corridor between Pickering and the Manitoba border. **Note: between 2015 and 2020, there were 820 transport truck collisions between Sudbury and Nipigon.**

## CASE STUDY: PICKERING TO IGNACE AND THEN TO MANITOBA

HIGHWAY COLLISIONS – PICKERING TO IGNACE 2015-2020					New MTO Data:
Location Description	Truck Collisions	All Collisions	% Truck Collisions		% Truck Collisions 2019-2021
A. Hwy 401 from Brock Rd. Pickering TO Hwy 400 North York	3,450	25,337	13.6%		15.5%
B. Hwy 400 at 401 Ramp North York TO End of Hwy 400	1,855	14,533	12.7%		13.8%
C. End of Hwy 400 south of Sudbury TO Hwy 17 near Sudbury	200	1,112	17.9%		22%
D. Hwy 69/Hwy 17 near Sudbury TO Hwy 11 E. Jct. at Nipigon	820	4,124	19.8%		21%
E. Hwy 17 Nipigon TO Hwy 17 Shabaqua	318	1,636	19.4%		21.8%
F. Hwy 17 Shabaqua TO Ignace	367	712	<b>51.5%</b>		<b>59%</b>
<b>TOTALS: Pickering to Ignace</b>	<b>7,010</b>	<b>47,454</b>			
G. 2019-2021 Ignace TO Manitoba: 175 Truck Collisions; 476 Total Collisions	+ 175 <b>= 7,185</b>	+ 476 <b>=47,930</b>			37%

Source – Ontario Ministry of Transportation, via Freedom of Information Request





# Do You Know?

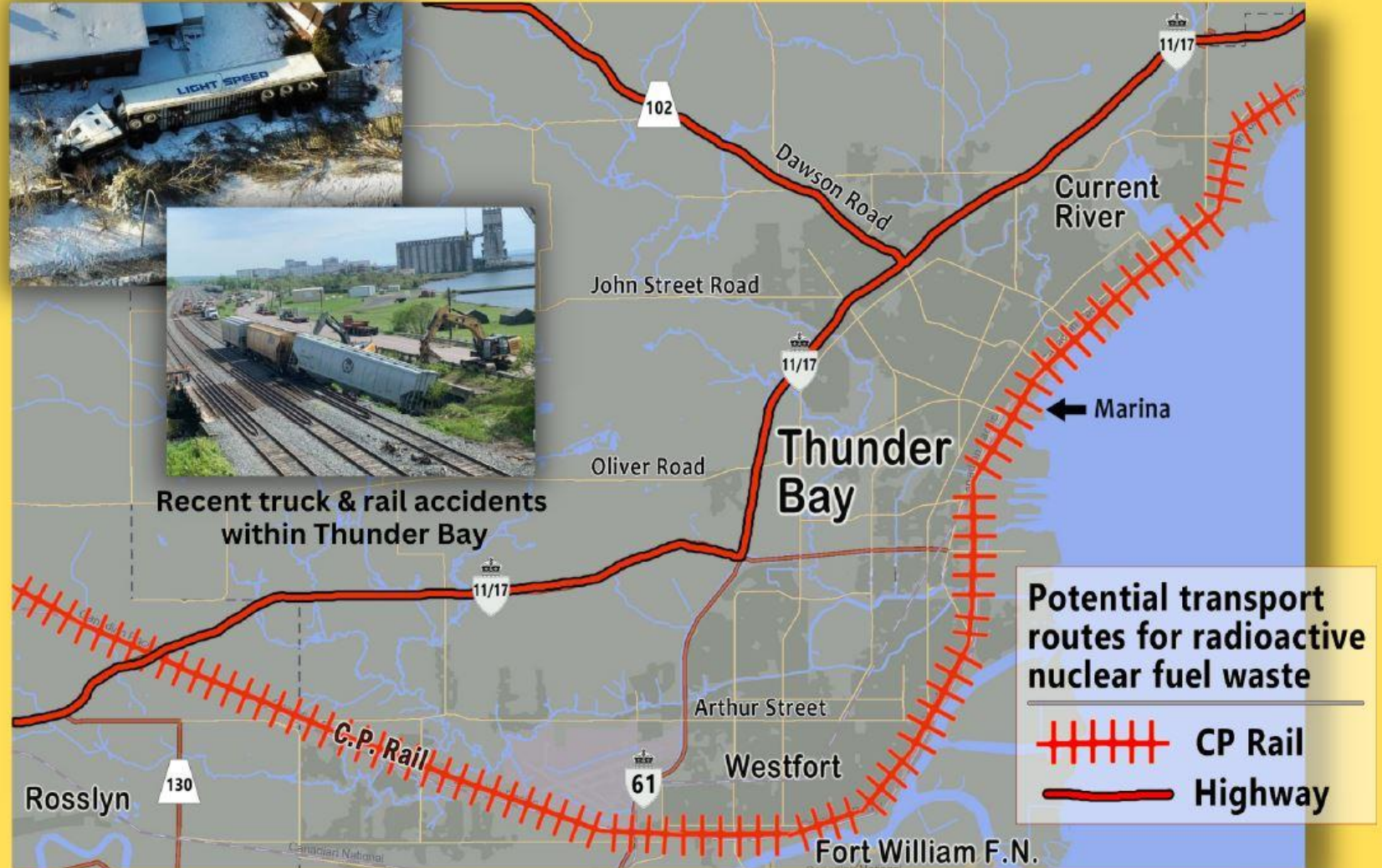
Deadly radioactive waste could come through Thunder Bay by truck and rail



The Nuclear Waste Management Organization (NWMO) proposes to bury **ALL of Canada's high-level nuclear fuel waste** at a single location. The Revell Lake site, 45 km from Ignace, in NW Ontario, is one of two candidate sites.

If the NWMO's plans succeed, a total of 5.5 million to (a projected) **7.2 million used nuclear fuel bundles** will pass through Thunder Bay over a **50-year period**.

***There are better, safer alternatives.***





# Publicized Tests for Transportation Packages

## Free-Drop Test



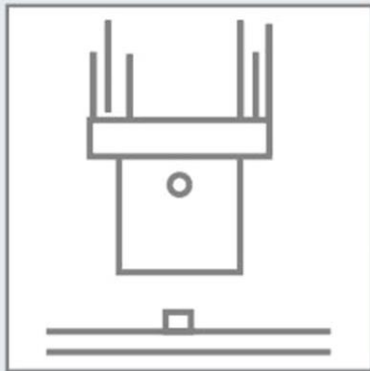
The package is dropped from nine metres (30 feet) onto a flat, unyielding surface (such as a steel-reinforced concrete pad), striking the surface in the orientation that will result in the most damage to the package.

## Thermal Test



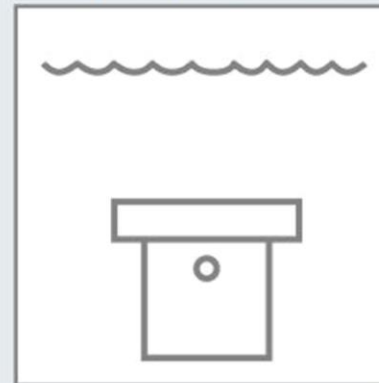
The same package used in the drop and puncture tests is then subjected to a fully engulfing petroleum fire. The fire temperature must reach 800 degrees Celsius (1,475 degrees Fahrenheit) for 30 minutes.

## Puncture Test



After the drop test, the same package is subjected to a one-metre (40-inch) free drop onto a 15-centimetre (six-inch) diameter steel bar at least 20 centimetres (eight inches) long.

## Immersion Test



Using either computer analysis or physical testing methods, the package is subjected to external pressure that is the same as if it were immersed under 15 metres (50 feet) of water for at least eight hours to test for leakage. The package is also subjected to an enhanced water immersion test at 200 metres (650 feet) to test its ability to withstand extreme external pressures.

# Testing of Transportation Casks

The NWMO wishes us to believe that ample real-world testing has been done on potential transportation containers.

The Canadian Nuclear Safety Commission (CNSC) has responded to a 2021 Access to Information request regarding “safety testing” of the NWMO’s Used Fuel Transportation Package. (Note that The CNSC provided 838 of the 3,464 pages identified as being relevant to the request, while the remaining pages were withheld following a review by Ontario Power Generation and the NWMO. )

The CNSC’s response confirmed that there had been no full-scale tests of the Used Fuel Transportation Package (UFTP), and that the 1980s tests were of 1/7th scale or half-scale containers.

The response also indicated that the water immersion and fires tests often described by the NWMO as part of the international standards for "testing" the transportation package ***are calculations, not actual tests.***

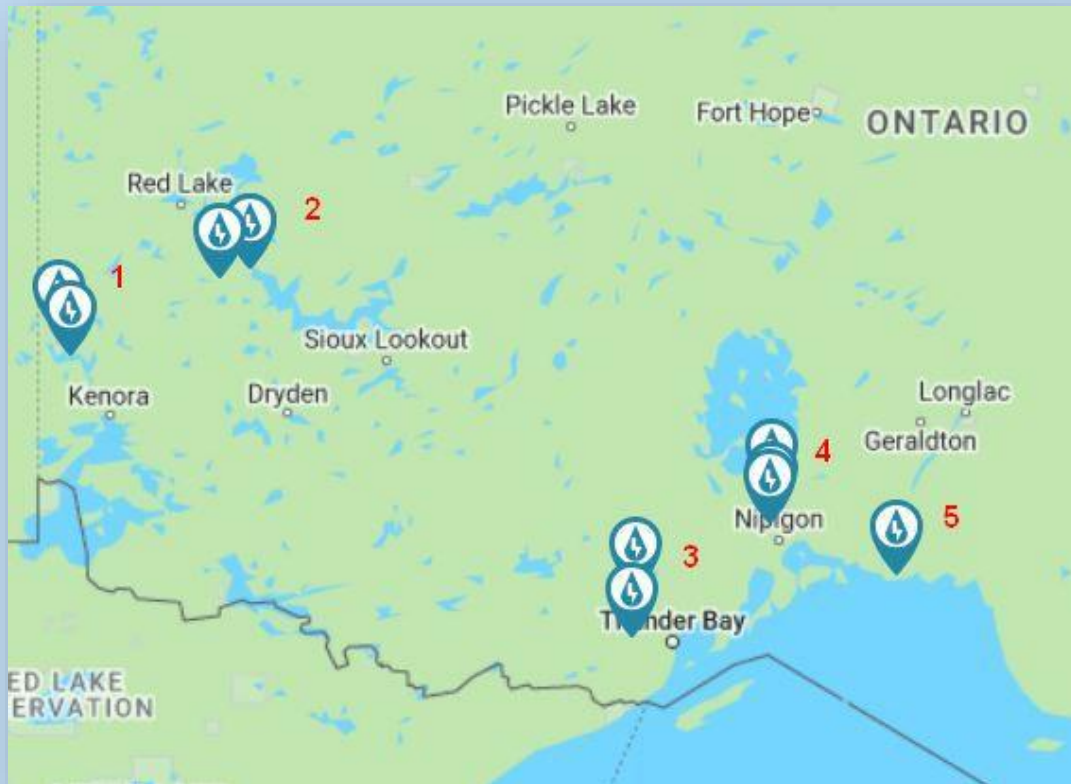


Source: CNSC documents sourced via an Access to Information (ATI) request by Northwatch



# NW Ontario does not rely on nuclear power

“Ontario Power Generation's (OPG's) Northwestern Operations include one operating biomass and 10 hydroelectric stations. Together, they provide about 900 megawatts (MW) of power, which accounts for 86% of the electricity used in the Northwest. These stations, their employees and local host communities play an important role in generating clean, reliable power for Ontario.” [Jan. 2024 - OPG website]



- 1) Whitedog Falls Generating Station (G.S.) & Caribou Falls G.S.
- 2) Manitou G.S. & Lac Seul G.S.
- 3) Kakabeka Falls G.S. & Silver Falls G. S.
- 4) Alexander G.S. & Cameron Falls G.S. & Pine Portage G.S.
- 5) Aguasabon G.S.

These hydro stations, with the biomass station at Atikokan, plus solar and wind power (Shuniah and Dorion), supply NW Ontario's electric power needs.

Line-transmitted electric power is drawn from the closest sources. The more remote the source, the greater the toll of line resistance. Ample local supply trumps remote supply. NW Ontario's needs are met by our ample hydro, biomass, solar and wind-powered generation. We do not use nor rely on nuclear-generated power.

# Liability and Insurance

It is important to note that homeowners will not find a remedy in their home insurance policies for losses due to nuclear waste. Here is an excerpt from an Intact® Homeowner's Insurance Policy:

## **“LOSS & DAMAGE NOT INSURED**

6. Caused by any nuclear incident as defined by the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage, which result directly from fire, lightning or explosion of natural coal or manufactured gas.

7. Caused by contamination from radioactive material.”

Compensation can be applied for through the *Nuclear Liability and Compensation Act*, but claims are limited to \$1 billion. If claims exceed this amount, a government commission will be established to oversee claims.

<https://laws-lois.justice.gc.ca/eng/acts/n-28.1/FullText.html>

# Adopting a Resolution

---

In February 2024, We the Nuclear Free North sent correspondence to NW Ontario municipalities, containing information and a request that Councils consider adopting this or a similar resolution:

THEREFORE BE IT RESOLVED THAT [municipality] Council urges the Nuclear Waste Management Organization to find storage solutions for nuclear waste in the vicinity of the reactor stations where the waste is, and not pursue the transport of these radioactive wastes to Northern Ontario.

In 2024, the municipalities of **Nipigon, Red Rock, Sioux Narrows-Nestor Falls, and La Vallee** have adopted this resolution. In 2022, **Fort William First Nation** adopted a similar resolution, as did **South Gillies** in 2019.



MINUTES - REGULAR COUNCIL MEETING  
June 11th, 2024 – 6:00 pm

- PRESENT: Mayor Sheila Maxwell  
Councillor David Maxwell  
Councillor Grant Arnold (virtual)  
Councillor Chris Kresack  
Councillor David Halvorsen
- ALSO PRESENT: Shara Lavalley, CAO/Clerk  
Leanne Maxwell, Treasurer  
Len Arps, Public Works Manager  
Robb Day, Fire Chief  
Tara Wupori, Deputy Clerk-Treasurer (virtual)  
Olabisi Akinsanya-Hutka, HR Assistant (virtual)
- GUESTS: Shaiv Kamat (virtual), deputation for Item 4.1  
Len Anderson (virtual), owner of property discussed in Item 4.1  
Shawn Koza, Consultant, Northern Peak HR

1. CALL TO ORDER

Mayor Maxwell called the meeting to order at 6:03 p.m.

Mayor Maxwell provided a statement of land acknowledgement.

2. APPROVAL OF AGENDA

**RESOLUTION 2024-099**

**Moved by Councillor Kresack**

**Seconded by Councillor Arnold**

BE IT RESOLVED THAT the agenda for the regular council meeting of June 11th 2024  
be approved, as amended

**CARRIED**

3. DECLARATIONS OF PECUNIARY INTEREST

None

4. DEPUTATIONS

4.1 Shaiv Kamat, potential purchaser of property located in Conmee

Mr. Kamat reviewed several issues with the property raised by the title insurance company which were hindering him from purchasing said property. Issues included the lack of building permits, the lack of municipal road access, and potential land encroachment. Council asked questions to clarify the issues and

potential solutions. Council agreed to discuss the matter further during the closed session as the issues involved potential municipal litigation.

Mr. Kamat and Mr. Anderson left the council chambers.

5. MINUTES OF PREVIOUS MEETING(S)

- 5.1. Minutes – Regular Council Meeting – May 28th 2024

**RESOLUTION 2024-0100**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED that the Minutes of the Regular Council Meeting held on May 28th 2024 be approved

**CARRIED**

6. DISBURSEMENT LIST

- 6.1. Payroll Report  
6.2. Payment Register

**RESOLUTION 2024-0101**

**Moved by Councillor Arnold**

**Seconded by Councillor Maxwell**

BE IT RESOLVED that Council approve the disbursements represented by Check Numbers 6962 through 6993 totalling \$28,454.42 and electronic bank payments totalling \$8,885.52, for a grand total of \$37,339.94

**CARRIED**

7. REPORTS FROM MUNICIPAL OFFICERS

- 7.1. Clerk's Report

The new water system was installed and works great. SASI will conduct semi-annual inspections to ensure the system operates at peak performance.

Hardcover History Books were donated to:

- NWHC Rural Health Fair (as a door prize)
- Oliver-Paipoonge Heritage Park (for its library)

Interest in the agenda packages has increased. The Clerk created an email subscription option for the public agenda so that people don't have to email the office every time to request a copy of the public agenda package. When time permits, the complete public agenda package will be uploaded to the website instead of just the agenda – this measure will increase the transparency of the council meetings.

The Clerk recommended the creation of a summer position for a student to provide groundskeeping duties at the various facilities. Council agreed with the recommendation and requested that the HR Assistant provide a draft job description at a later date.

- 7.2. Treasurer's Report

The first draft of the 2024 budget was provided in the agenda. The Treasurer enrolled in several training webinars.



7.3. Public Works Report

Activities included: grading, calcium, washout repairs, signage, driveway entrance installation, landfill maintenance, and grass cutting.

Council approved the following Hiring Committee for the vacant position of Machine Operator:

Public Works Manager; Mayor; Roads Liaison; Clerk; HR Assistant

Public Works Manager Arps left at 7:03 p.m.

7.4. Deputy Clerk-Treasurer's Report  
Recent activities and training were reviewed with Council.

7.5. Councillor Reports (verbal)  
A summary of activities and meetings

7.6. Other agencies' report  
TBDSSAB financial statements, LRCA minutes, TBDSSAB update

8 NEW BUSINESS

8.1. Budget 2024 Draft  
Topic: All departments, summary, estimates

8.2. By-laws – Noise, Property

9 BY-LAWS

9.1 By-Law 1447 – Appointment of Public Works Manager: Leonard Arps

**RESOLUTION 2024-0102**

**Moved by Councillor Maxwell**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT By-law 1447 be passed;

AND, FURTHER, THAT the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to By-law No. 1447, being a by-law to appoint Public Works Manager

**CARRIED**

9.2 By-Law 1448 – Appointments – Weed Control Act, Line Fences Act, Livestock Act

**RESOLUTION 2024-0103**

**Moved by Councillor Maxwell**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT By-law 1448 be passed;

AND, FURTHER, THAT the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to By-law No. 1448, being a by-law to make appointments under the Weed Control Act, Line Fences Act, and Livestock Act

**CARRIED**

10 CORRESPONDENCE

- 10.1 AMO Pre-Conference Workshop – Municipal Codes of Conduct (August 18)  
Filed for information
- 10.2 AMO Webinar Invite: Conservation Authorities and Municipalities Working Together  
Filed for information
- 10.3 IESO Webinar – Northern Ontario Bulk Study  
Filed for information
- 10.4 Ministry of Infrastructure – Roundtable discussion regarding broadband  
Filed for information
- 10.5 Ministry of Health – response – well water testing shall continue for rural areas  
Filed for information
- 10.6 Other correspondence  
Filed for information

11 UPCOMING MEETING DATES

June 26 <sup>th</sup> , 2024	Regular Council Meeting – Deputation: We the Nuclear Free North
July 10 <sup>th</sup> , 2024	Regular Council Meeting
July 23 <sup>rd</sup> , 2024	Regular Council Meeting
August 13 <sup>th</sup> , 2024	Regular Council Meeting
August 27 <sup>th</sup> , 2024	Regular Council Meeting
September 10 <sup>th</sup> , 2024	Regular Council Meeting
September 24 <sup>th</sup> , 2024	Regular Council Meeting
October 8 <sup>th</sup> , 2024	Regular Council Meeting
October 22 <sup>nd</sup> , 2024	Regular Council Meeting

12 CLOSED SESSION

**RESOLUTION 2024-0104**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT, the time being 7:27 p.m., Council resolve into closed session, under the authority of paragraph 239(2)(b)(d) of the Municipal Act, 2001 to discuss Item 12.2-12.3 regarding identifiable individuals and labour relations

AND under the authority of those paragraphs of the Municipal Act, 2001 for which they were authorized to be closed, to review the minutes of the closed session of the meeting of May 28th 2024

**CARRIED**

- 12.1 Closed Minutes – May 28th 2024
- 12.2 Human Resources – CUPE
- 12.3 Human Resources – Public Works
- 12.4 Zoning Violation
- 12.5 Property issue – related to deputation Item 4.1

**RESOLUTION 2024-0104**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT, the time being 10:05 p.m., Council rise from closed session and report in open session

AND THAT the Closed Minutes of the Regular Council Meeting held on April 23rd 2024 be approved

AND THAT Administration proceed as directed

**CARRIED**

13 CONFIRMING BY-LAW

13.1 By-law 1449 – To Confirm the Proceedings of the Meeting

**RESOLUTION 2024-0105**

**Moved by Councillor Maxwell**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT By-law 1449 be passed;

AND, FURTHER, THAT the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to By-law No. 1449, being a By-law to confirm the proceedings of this evening's meeting.

**CARRIED**

14 ADJOURNMENT

Meeting was adjourned 10:07 p.m.

CLOSED MINUTES - SPECIAL COUNCIL MEETING  
June 18<sup>th</sup>, 2024 – 6:00 p.m.

- PRESENT: Mayor Sheila Maxwell  
Councillor David Maxwell  
Councillor Grant Arnold  
Councillor Chris Kresack  
Councillor David Halvorsen
- ALSO PRESENT: Shara Lavallee, CAO/Clerk  
Olabisi Akinsanya-Hutka, HR Assistant (virtual)
- GUESTS: Deryk Fournier, President, CUPE Local 87  
Lisa Steenerson, National Representative, CUPE  
Darren Smith  
Shawn Koza, Consultant, Northern Peak HR

1. CALL TO ORDER

Mayor Maxwell called the meeting to order at 6 p.m.

2. APPROVAL OF AGENDA

**RESOLUTION 2024-0106**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT the agenda for the special council meeting of June 18th 2024  
be approved, as amended

**CARRIED**

3. DECLARATIONS OF PECUNIARY INTEREST

Sections 4-11 not included in the agenda

12. CLOSED SESSION (If Required)

**RESOLUTION 2024-0107**

**Moved by Councillor Maxwell**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT, the time being 7:27 p.m., Council resolve into closed session,  
under the authority of paragraph 239(2)(b)(d) of the Municipal Act, 2001 to discuss Item  
12.1 regarding identifiable individuals and labour relations

**CARRIED**

12.1 Human Resources – Public Works – Step 3 Grievance

Closed as per *Municipal Act, 2001*, paragraphs 239(2)(b) & (d)

Mr. Fourier, Ms. Steenerson, and Mr. Smith left council chambers at 6:22 p.m.

Mr. Fourier, Ms. Steenerson, and Mr. Smith returned to council chambers at 6:28 p.m.

Councillor Kresack left council chambers at 6:30 p.m.

Mr. Smith left council chambers at 6:35 p.m.

Councillor Halvorsen left council chambers at 6:38 p.m.

Mr. Fourier and Ms. Steenerson left council chambers at 7:22 p.m.

Mr. Fourier and Ms. Steenerson returned to council chambers at 7:32 p.m.

Mr. Fourier and Ms. Steenerson left council chambers at 7:35 p.m.

Mr. Koza left council chambers at 7:46 p.m.

Councillor Kresack returned to council chambers at 7:55 p.m.

**RESOLUTION 2024-0108**

**Moved by Councillor Maxwell**

**Seconded by Councillor Arnold**

BE IT RESOLVED THAT, the time being 8:31 p.m., Council rise from closed session and report in open session

**CARRIED**

**RESOLUTION 2024-0109**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT the Council of The Corporation of the Township of Conmee concludes the hearing;

AND, FURTHER, THAT the Employee and the Union will be advised of Council's decision, in writing, within 5 business days.

**CARRIED**



13. CONFIRMING BY-LAW

13.1 By-law 1450 – To Confirm the Proceedings of the Meeting

**RESOLUTION 2024-0110**

**Moved by Councillor Arnold**

**Seconded by Councillor Kresack**

BE IT RESOLVED THAT By-law 1450 be passed;

AND, FURTHER, THAT the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to By-law No. 1450, being a By-law to confirm the proceedings of this evening's meeting.

**CARRIED**

14. ADJOURNMENT

Meeting was adjourned at 8:32 p.m.

for the following payroll:

Staff Payroll -June 21, 2024

	Administration	Public Works	Landfill	Complex	Fire	Council	Total
Wages	6,722.72	2,584.00	559.78	1,152.63			11,019.13
EI	156.70	60.05	13.52	27.86			258.13
CPP	369.15	145.74		47.30			562.19
RRSP	204.60	103.36					307.96
mileage	122.22						
total	7,575.39	2,893.15	573.30				11,041.84

**Township of Conmee  
Payment Register**

Report Date

Batch: 2024-00062 to 2024-00064 2024-06-20 9:54 AM

Bank Code: GEN - TD Operating Account

Payment #	Vendor	Date	Amount	
6994	Armtec Inc	2024-06-11	1,065.48	culverts
6995	Clow Darling Ltd	2024-06-11	632.80	
6996	GFL Environmental Inc	2024-06-11	22.75	
6997	Kakabeka Esso	2024-06-11	142.04	
6998	Kone Inc	2024-06-11	1,947.72	yearly contract - elevator
6999	Lavallee, Shara	2024-06-11	300.00	
7000	Municipality Oliver Paipoonge	2024-06-11	1,075.48	
7001	NorthRock Engineering	2024-06-11	3,029.82	
7002	Pollard Distribution Inc	2024-06-11	26,736.24	2 loads calcium
7003	Sasi Spring Water	2024-06-11	41.54	
7004	Staples	2024-06-11	777.34	
7005	Armtec Inc	2024-06-20	188.46	
7006	Bay City Contractors	2024-06-20	1,648.01	CEPG event
7007	CSDC de Aurores Boreales	2024-06-20	167.54	
7008	Con Scolaire Pub du Grand Nord	2024-06-20	109.61	
7009	De Lage Landen Financial Serv	2024-06-20	1,021.54	copier
7010	GFL Environmental Inc	2024-06-20	713.56	
7011	Gunsinger, Danny	2024-06-20	458.20	
7012	Lakehead Board of Education	2024-06-20	27,654.81	
7013	MicroAge	2024-06-20	128.52	
7014	Munisoft	2024-06-20	134.47	
7015	TBay Catholic Dist School Bd	2024-06-20	3,628.13	
7016	Thunder Bay Area Zone One	2024-06-20	693.07	membership
Total for Computer Cheque:			72,317.13	
214	TD Visa	2024-06-06	3,609.93	CEPG event
284	Hydro One Networks	2024-06-11	1,075.30	
404	TD Visa	2024-06-11	425.87	
414	TD Visa	2024-06-07	109.60	
764	TBayTel	2024-06-11	340.04	
765	TBayTel	2024-06-11	121.64	
766	TBayTel	2024-06-11	50.85	
Total for Other:			5,733.23	
Total for GEN:			<u>78,050.36</u>	

Payments Printed: 31

Township of Conmee  
 Tax Arrears Report  
 as of 2024- 06-20

Amount Outstanding	Number of Properties	2023	Number of Properties	2022	Number of Properties	2021	Total
\$0 - \$999	39	\$17,457.19	26	\$8,228.46	5	\$3,195.32	\$28,880.97
\$1000 - \$2499	7	\$11,249.78	4	\$5,638.70	1	\$1,147.95	\$18,036.43
\$2500 - \$4999	11	\$37,875.31	3	\$10,889.32			\$48,764.63
\$5000 - \$9999			1	\$5,042.88	1	\$5,563.40	\$10,606.28
\$10000 +							
<b>Total</b>	<b>57</b>	<b>\$66,582.28</b>	<b>34</b>	<b>\$29,799.36</b>	<b>7</b>	<b>\$9,906.67</b>	<b>\$106,288.31</b>

NOTE: included in this total is \$28,969.41 going through tax sales

**The Corporation of the Township of Conmee  
Administrative Report**

---

**Date:** June 26th, 2024  
**To:** Mayor and Council  
**Subject:** Administrative Activity Report  
**File Number:** 01-C10-0000 Administrative Activity Reports  
**Submitted by:** Shara Lavallée, Clerk

---

**RECOMMENDATION:**

For information

**BACKGROUND:**

Administration reports to Council, at regular council meetings, on its activities.

**DISCUSSION:**

The Emergency Preparedness Day was well-received. People attended from the Township and neighbouring communities. OPG donated two boating safety kits so in total three door prizes were handed out.

The Ministry of Municipal Affairs is in the process of preparing its decision package. Hopefully, there are few changes that are required.

There has been a growing interest in severing properties and building residences.

Regarding Item 10.1 (cell tower), the Clerk agreed to assist Forbes with the public consultation process. Notices will be placed in the July newsletter, the Conmee website and the Conmee Facebook. She also provided the forms needed for the entrance permit – the cell tower shall have its own Fire Number.

**Office schedule:**

July 11-12	Treasurer	Vacation
July 22-Aug 2	Clerk	Vacation
Aug 12-16	Treasurer	Vacation
Aug 18-21	Clerk	AMO Conference
Oct 30-Nov 1	Treasurer	Vacation

**The Corporation of the Township of Conmee  
Report**

---

**Date:** June 26th 2024  
**To:** Mayor and Council  
**Subject:** Public Works Report  
**Submitted by:** Len Arps, Public Works Manager

---

Activities

Roads

- Grading
- Clean up lots of blowdown
- Repair washouts
- Cut grass at cemetery and shop
- Burn brush at landfill
- Put up new fire numbers
- Haul 3 loads of sand to play centre
- Take garbage to landfill
- Work at landfill with 190

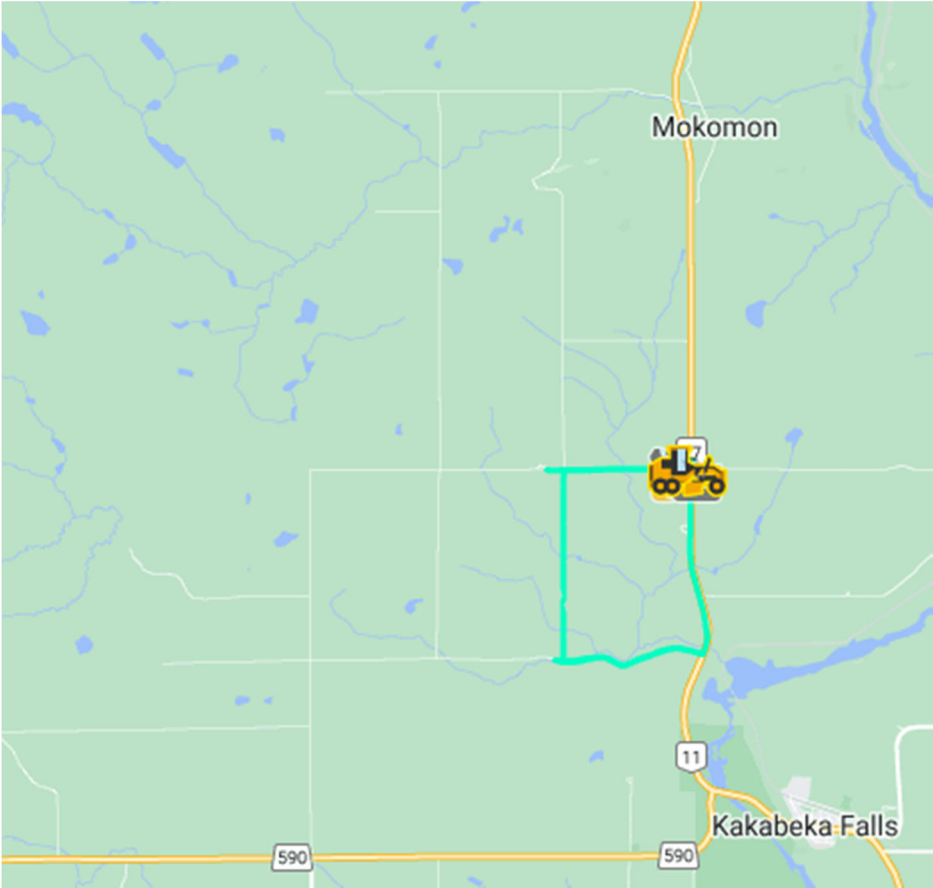
New machine operator scheduled to start July 2<sup>nd</sup>.

Equipment Usage from May 24th 2024 – June 6<sup>th</sup> 2024

	KM	Working	Idle	Total
Excavator		5 hr 6 mins	3 hrs 8 mins	8 hrs 14 mins
Grader		2 hrs 4 mins	0 hr 43 mins	2 hrs 47 mins
Truck	815 km	23 hrs 22 mins	1 hr 45 mins	25hrs 7 mins
Sander	0 km	-	-	-

Data provided by:  
John Deere (Excavator, Grader)

Grader Map:





Other Agencies' Reports

\*The actual email is available if you would like it sent; most reports are also available online\*

1. TBDHU - Board of Health Meeting Minutes - May 15, 2024
2. TBDSSAB – Board minutes – May 15<sup>th</sup> 2024

**The Corporation of the Township of Conmee  
Administrative Report**

---

**Date:** June 26th, 2024

**To:** Mayor and Council

**Subject:** Energy Conservation and Demand Management Plan

**File Number:** 01-B11-0000 CDM

**Submitted by:** Shara Lavallée, Clerk

---

**RECOMMENDATION:**

That the Broader Public Sector: Energy Reporting and Conservation and Demand Management Plan 2024 – 2029 be adopted in compliance with Regulation 25/23 of the Electricity Act, 1998.

**BACKGROUND:**

Under Regulation 25/23 of the Electricity Act, 1998, the municipality must prepare, publish, and make available to the public and implement an energy reporting and conservation and demand management plan. The plan is a description of the previous, current, and proposed measures for conserving and otherwise reducing the amount of energy consumed by the municipality's operations and managing the demand for energy.

**DISCUSSION:**

Attached is the energy plan for the years 2024 to 2024.

This plan replaces the 2014 plan which followed Regulation 397/11 under the Green Energy Act.

By July 1, 2024 and every fifth anniversary thereafter, municipalities shall publish a report that describes the current and proposed measure for conserving and otherwise reducing energy consumption and managing its demand for energy; providing a revised forecast of the expected results of the current and proposed measures; provide the actual results achieved and any proposed changes to be made to assist in reaching any targets established or forecasted.

The CDM report must be provided to the Minister of Energy, paper copies made available upon request, and uploaded on the municipal website.



# ENERGY CONSERVATION AND DEMAND MANAGEMENT PLAN 2024-2029

## Contents

Executive Summary .....	3
Ontario Regulation 25/23 .....	3
2014 Energy Conservation and Demand Management Plan Results.....	4
Figure 1: Electricity Use 2014-2023 .....	6
Figure 2: Propane Use 2014-2023 .....	7
Figure 3: Greenhouse Gas Emissions 2014-2023 .....	8
2024-2027 Energy Conservation and Demand Management Plan .....	9
Renewable Energy .....	10
Plan Implementation .....	10
Proposed Measures.....	11
Plan Preparation, Approval, and Energy Leader .....	12
Public Availability .....	12
Conclusion .....	12

## **Executive Summary**

The Township of Conmee (the Township) has been committed to corporate energy management since the early 2000s.

In 2014, the Township submitted its first Corporate Energy Conservation and Demand Management (CDM) Plan to the Ontario Ministry of Energy in compliance with the former Ontario Regulation 397/11 Green Energy Act, replaced by the former Ontario Regulation 507/18 Electricity Act, and again replaced by the current Ontario Regulation 25/23 made under the Electricity Act (1998). This regulation mandates that municipalities document and report on the results of their CDM plans and update their CDM every five (5) years.

This report meets the regulatory requirements by:

- Documenting energy management initiatives and reporting energy and natural gas statistics throughout the Township; and
- Outlining the goals and initiatives to be undertaken by the Township over the next five (5) years.

### [Ontario Regulation 25/23](#)

In February of 2023, the Provincial Government introduced Ontario Regulation 25/23 (O.Reg. 25/23) under the Electricity Act, 1998. This regulation requires certain public agencies – Municipalities, Municipal Service Boards, School Boards, Post-Secondary Educational Institutions, and Hospitals – to report on their energy consumption and greenhouse gas (GHG) emissions annually. This also mandates that public agencies develop, and update every five (5) years, an Energy Conservation and Demand Management (CDM) Plan. The intent of this regulation is to help the broader public sector (BPS) organizations better understand and report their energy consumption, help benchmark, encourage energy conservation and demand management activities within their organizations, and then ultimately make this information available to its public.

In order to comply with O.Reg. 25/23 – which supersedes the previous O.Reg. 397/11 and O.Reg.507/18 – the Township is required to submit annual energy consumption and GHG emissions for each calendar year for facilities that the Township owns or leases, that are:

- a) The building or facility is heated or cooled and the public agency is issued the invoices and is responsible for making the payments for the building or facility's energy consumption
- b) The operation is related to the treatment of water or sewage, whether the building or facility is heated or cooled, and the public agency is issued the invoices and is responsible for making the payments for the building or facility's energy consumption

## **2014 Energy Conservation and Demand Management Plan Results**

The Township's 2014 CDM Plan covered its plan to create an energy conscientious workforce and pursue energy conservation measures and best practices into all operations and facilities where possible. This plan covered a period of 2014 through to 2019 and through reporting captured the following:

- Facilities and buildings owned and operated by the Township
  - Community Centre including municipal office, council chambers, food bank
  - Public Works Garage including accessory buildings
  - Fire Hall including accessory building
  - Landfill

The 2014 CDM was developed according to the Ministry of Energy's direction to provide the Municipalities annual energy consumption information to the public and set goals and actions for conserving energy and reducing GHG emissions. The goals set forth in this CDM were as follows:

Ontario Regulation 25/23 requires the Township to develop goals and objectives for conserving and otherwise reducing energy consumption and managing demand for energy. Goals and objectives act as a guide and provide focus and direction for the Plan. The goals and objectives should be ambitious and provide something to strive for, but should be realistic enough that they are attainable.

In 2010 an energy audit was performed on all the Township buildings. As a result of that energy audit, Council expended Gas Tax funds, Ontario Hydro grants and Township funds on upgrading the lighting and heating of all buildings. Upgrades included changing the florescent lighting to the newest technology and insulation where needed, as well as purchasing new energy efficient furnaces for the fire hall, garage and municipal complex. During the 2013 renovations to the Community Centre, the heating and cooling system was changed to propane for that part of the building.

It is the goal of Council to continue to monitor energy usage in all Township buildings and to implement cost saving initiatives whenever renovations are required or funding sources identified. Some future cost savings could include motion sensors on lights in the bathrooms, kitchen and bar and programmable thermostats to lower heat at night and on weekends, as well as alternative heating sources such as ground source heat pumps and alternative energy sources such as solar or wind power. Although these alternative sources of heat and power are an objective that Council will keep in the forefront, it is unlikely that funding will become available in the foreseeable future and these technologies are currently out of reach for the Township's budget.

Council intends that this Energy Conservation Plan will be circulated to all the departments for their knowledge. Council expects that all staff and volunteers will continue to practice good energy conservation such as shutting off lights in unused rooms and manually reducing the thermostat.settings at night.

The 2014 CDM also set forth the following programs, processes, and projects that were to be worked on during that four (4) year period:



The following tables detail energy and natural gas usage results that shows a general reduction over time (noting that reporting requirements changed over this duration).

For calculating the various areas of the Community Centre (Office, Council Chambers, Food Bank, and Hall), the square footage was used for distribution.

Likewise, the same square footage distribution was used the Fire Dept buildings (Fire Hall, storage) and the Public Works buildings (Garage, storage).

Please note that weather conditions were not recorded – some fluctuation may occur due to unusual hot or cold years.

Greenhouse Gas Emissions were calculated by Energy Star<sup>®</sup>, which is the reporting program that the Province of Ontario has mandated. The calculation of greenhouse gas emissions is dependent on a variety of factors which are reviewed annually.

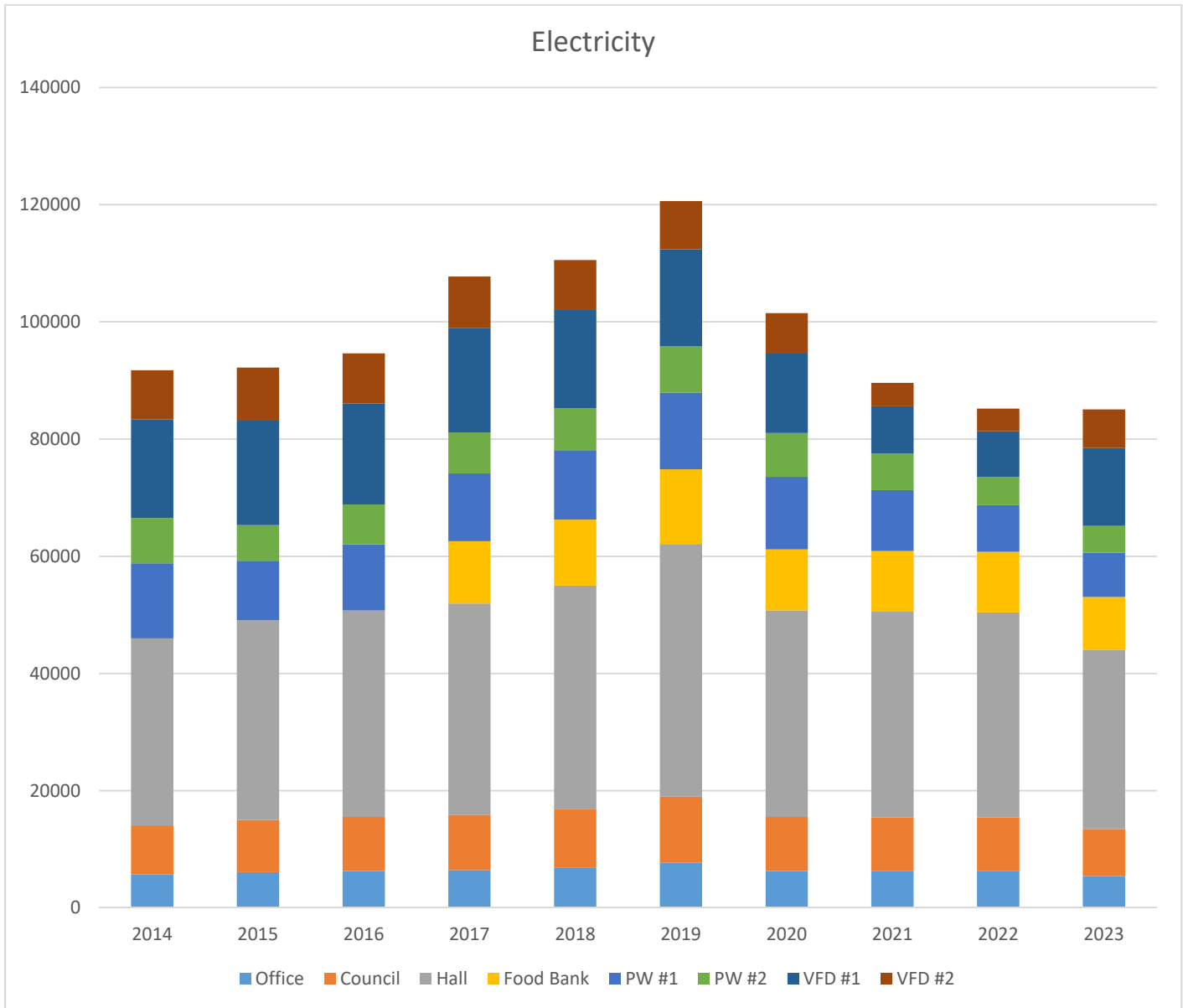


Figure 1: Electricity Use 2014-2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Office	5686.174	6070.175	6274.541	6419.993	6798.365	7677.22	6276.40	6247.47	6233.88	5443.05
Council	8367.193	8932.25	9232.975	9447.022	10003.8	11297.05	9235.737	9193.164	9173.165	8009.47
Hall	31942.72	34099.89	35247.94	36065.02	38190.56	43127.67	35258.4	35095.87	35019.53	30576.99
Food Bank				10644.54	11271.89	12729.07	10406.46	10358.49	10335.96	9024.75
PW #1	12807.49	10122.11	11284.46	11578.63	11849.6	13098.79	12390.18	10396.57	7969.237	7563.58
PW #2	7724.507	6104.889	6805.931	6983.35	7146.779	7900.209	7472.825	6270.431	4806.446	4561.79
VFD #1	16855.72	17965.14	17234.37	17781.6	16901.65	16572.36	13679.2	8040.574	7797.45	13287.78
VFD #2	8365.276	8915.863	8553.193	8824.778	8388.067	8224.637	6788.8	3990.426	3869.766	6594.54
<b>TOTAL</b>	<b>91749.08</b>	<b>92210.31</b>	<b>94633.41</b>	<b>107744.9</b>	<b>110550.7</b>	<b>120627</b>	<b>101508</b>	<b>89593</b>	<b>85205.42</b>	<b>85061.97</b>

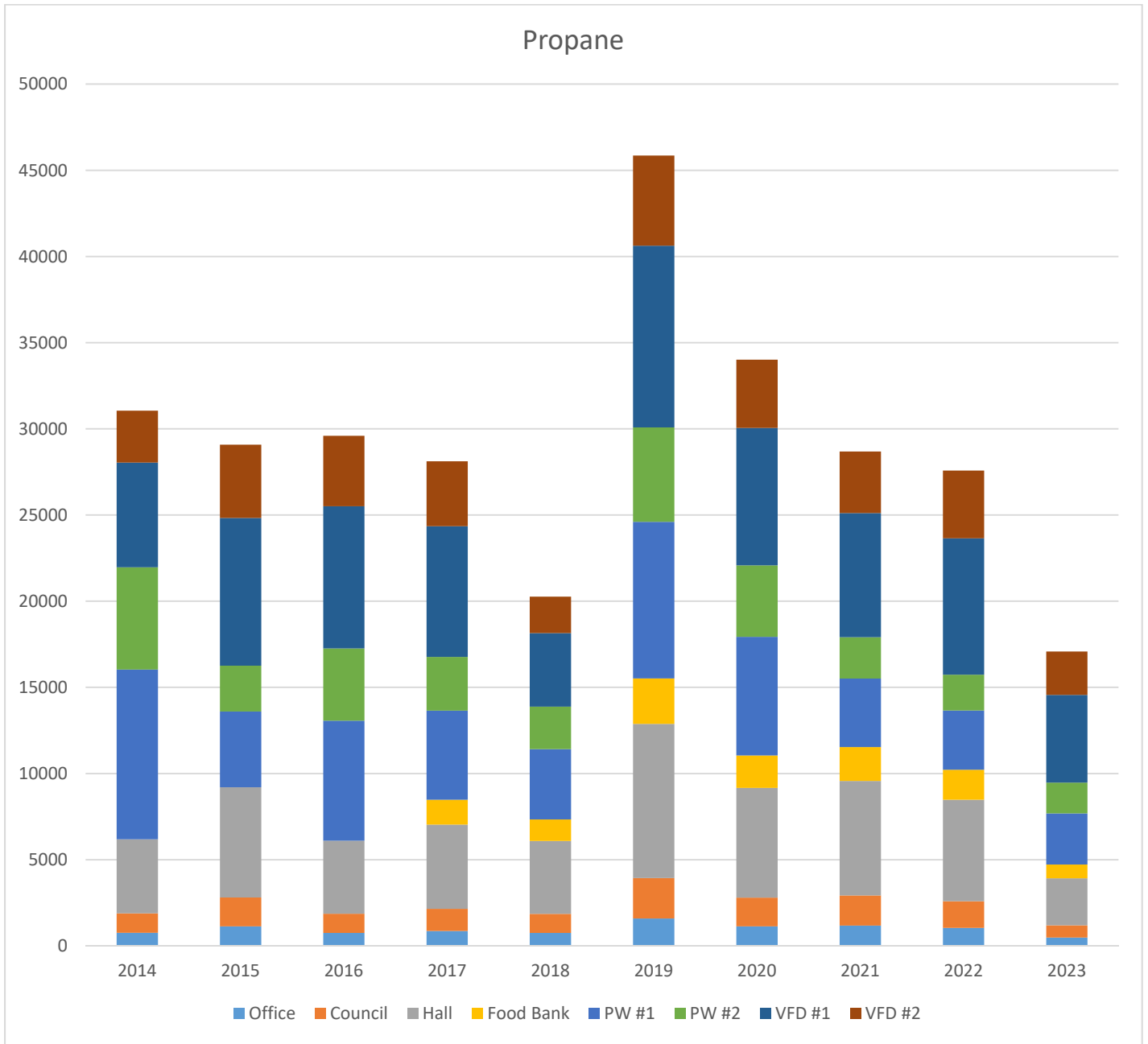


Figure 2: Propane Use 2014-2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Office	765.065	1137.628	754.817	869.742	752.4474	1592.332	1133.583	1183.607	1048.614	484.6955
Council	1126.792	1674.018	1110.712	1279.826	1107.227	2343.121	1668.07	1741.681	1543.038	713.2307
Hall	4297.84	6390.753	4240.27	4885.873	4226.956	8945.111	6368.032	6649.053	5890.712	2722.834
Food Bank				1442.058	1247.58	2640.136	1879.515	1962.458	1738.635	803.6402
PW #1	9841.97	4400.033	6959.473	5171.589	4085.834	9082.324	6881.06	3974.363	3439.844	2961.154
PW #2	5935.929	2653.766	4197.426	3119.111	2464.266	5477.776	4150.14	2397.037	2074.656	1785.946
VFD #1	6072.297	8571.016	8245.544	7584.575	4263.153	10543.17	7972.873	7203.301	7914.194	5087.93
VFD #2	3013.602	4253.683	4092.155	3764.125	2115.747	5232.431	3956.827	3574.899	3927.706	2525.07
<b>TOTAL</b>	<b>31053.5</b>	<b>29080.9</b>	<b>29600.4</b>	<b>28116.9</b>	<b>20263.21</b>	<b>45856.4</b>	<b>34010.1</b>	<b>28686.4</b>	<b>27577.4</b>	<b>17084.5</b>

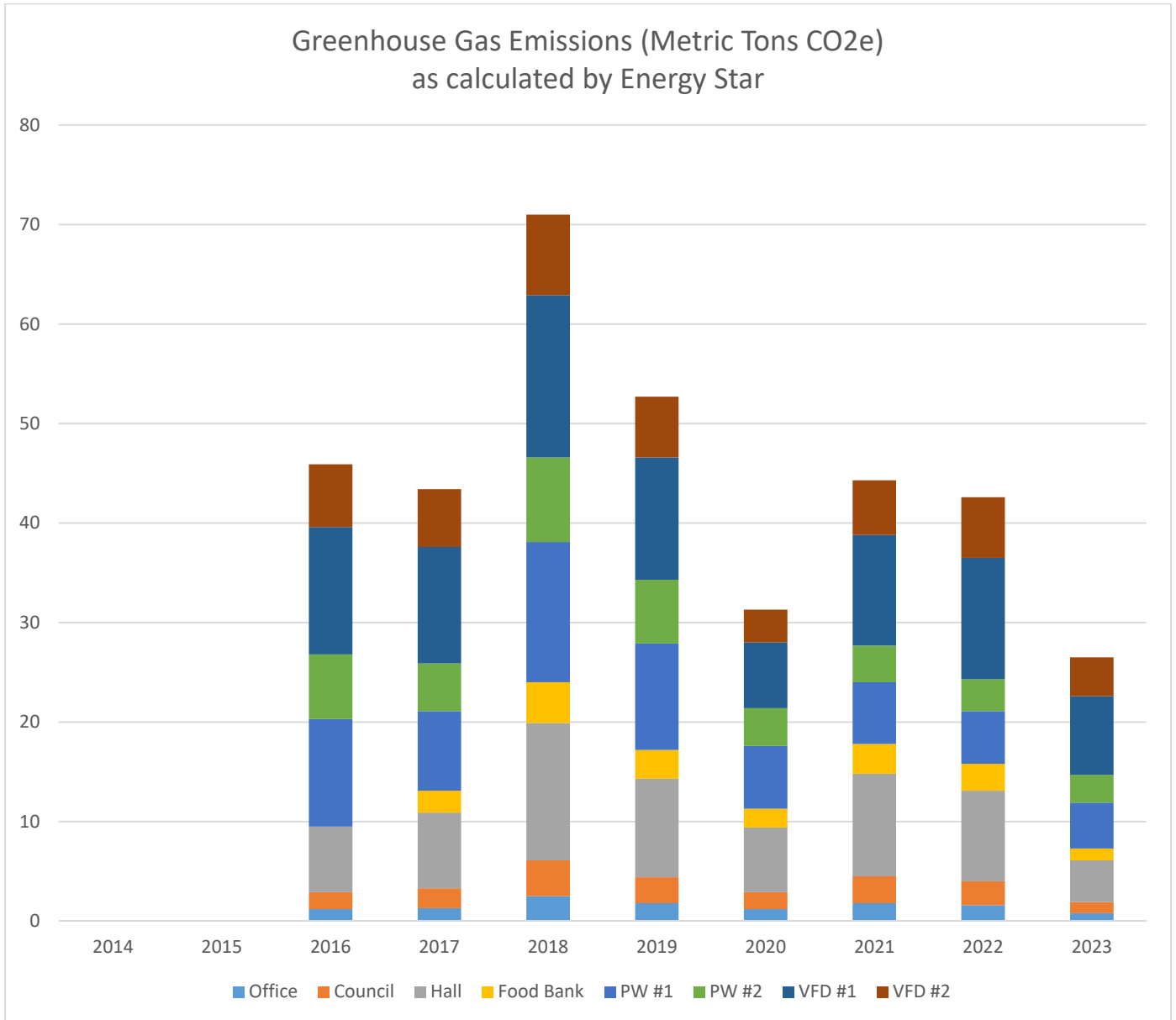


Figure 3: Greenhouse Gas Emissions 2014-2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Office			1.2	1.3	2.5	1.8	1.2	1.8	1.6	0.8
Council			1.7	2	3.6	2.6	1.7	2.7	2.4	1.1
Hall			6.6	7.6	13.8	9.9	6.5	10.3	9.1	4.2
Food Bank				2.2	4.1	2.9	1.9	3	2.7	1.2
PW #1			10.8	8	14.1	10.7	6.3	6.2	5.3	4.6
PW #2			6.5	4.8	8.5	6.4	3.8	3.7	3.2	2.8
VFD #1			12.8	11.7	16.3	12.3	6.6	11.1	12.2	7.9
VFD #2			6.3	5.8	8.1	6.1	3.3	5.5	6.1	3.9
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>45.9</b>	<b>43.4</b>	<b>71</b>	<b>52.7</b>	<b>31.3</b>	<b>44.3</b>	<b>42.6</b>	<b>26.5</b>

## **2024-2027 Energy Conservation and Demand Management Plan**

This 2024-2029 CDM Plan is built upon the foundation laid by the 2014 CDM Plan.

The 2024-2029 CDM proposes the following key initiatives, energy standards, and achievable measures and commitments:

- Improving energy efficiency within Township owned and operated facilities where possible;
- Reducing GHG emissions and energy consumption in day-to-day operations where possible;
- Extending the lifecycle of Municipal assets where possible;
- Maximizing fiscal resources through direct and indirect energy cost avoidance;
- Continually monitoring energy consumption and utility usage for Township owned and operated assets;
- Demonstrating leadership and awareness within the Township by creating a culture of conversation and designating overall leadership for corporate energy management; and
- Setting achievable measures and targets to reach.

This CDM will be a live document that is continually monitored and updated, providing a roadmap to continue to develop and improve the Township's approach to energy conservation and demand management, all while continuing to comply with the requirements of O. Reg 25/23 and any future revisions.

It is difficult for Council to suggest any proposed measure, or estimate any cost savings due to the fact that implementing changes will depend on funding availability. It should also be noted that any cost savings would be mitigated by the cost of paying for the changes, as well as on-going cost increases to hydro and fuel supplies. However, Council does intend that the Township will always strive to find the best possible reductions in greenhouse gas emissions and energy demands and these measures will be in place permanently. If Council receives funding to install ground source heat or solar and wind power, it is expected that greater savings could be found once the cost of installation is fully amortized. It will be Council's position that any new building will be designed to current LEED Gold Standards provided that the cost is not prohibitive.

Council will task the Clerk and Treasurer with yearly reporting on any cost increases in heating and lighting, including a breakdown of whether the cost can be controlled, such as ensuring lights are turned off, or whether the cost is due to increasing prices.

Council may consider further energy audits in the future although Council would prefer to consult with the relevant building staff to see if there are any cost saving measures that should be implemented. For example, staff may identify a "cold room" that may benefit from increased insulation. This information will be brought to the attention of Council through the Clerk and will be added to this Plan when identified.

## Measurement Process

Measurement processes should define the preferred state, identify the current state, identify measures, and document results. The preferred state is where the Township wants to be in regards to energy and energy conservation. For example, the ultimate preferred state would be that all heating and energy sources are independent from current fuel and energy providers (ie solar/wind power and ground source heating).

The present state is that the Township is currently dependent on those sources of heat and energy.

It is preferred that measures would now be implemented, such as a Policy stating that it is Council's intention that all buildings be solar powered by 2020. Due to funding restrictions, Council cannot set such a policy at this time and hope to achieve it.

Finally, the resulting savings would be documented and tracked. Council will continue to track any possible savings from the goals and objectives identified to date (behavioral measures) and will add new goals and objectives as they become feasible.

## Renewable Energy

The Township of Conmee does not currently have any renewable energy sources available. It is not likely that these will be available in the near future due to cost of installation. If funding becomes available Council will reconsider this position.

## Plan Implementation

It is the intent of the CDM to be a document that is going to be used by Council to better manage the energy use and to reduce energy consumption. It is important that the Plan include tools to aid with the implementation of the Plan such as:

- Prioritize the measures
- Develop timelines for the measures
- Assign responsibility for the measures
- Link the CDM Plan to other corporate activities or goals

As noted above, Council will be implementing "soft" measures to control energy usage such as ensuring that staff turns out lights in unused rooms. Other measures, such as programmable thermostats will be implemented when funding allows or renovations are occurring. As such, Council deems all of the measures to be of the utmost priority and are expected to be implemented immediately when practical. The staff will be tasked with taking responsibility for these measures in their relevant workplaces. Other corporate activities or goals such as economic development and expansion shall have regard for these goals and objectives when in the planning stages. As the



Township of Conmee is a small, rural municipality, with fewer than 30 staff, Council feels that each employee will be able to implement the measures and track any cost savings without a detailed plan.

**Proposed Measures**

As such, the Township is looking to implement the proposed measures while continuing to promote successful conservation practices. The Township is aiming to reduce its energy consumption within its facilities by 1-4% between 2024 through to the end of 2029. Proposed measures to support this are as follows:

<b>Programs</b>		
Employee Participation Program	Staff are invited to engage in providing comments on existing energy savings or bring forward new ideas.	Ongoing
Purchases or Repairs	Any purchases, repairs, or renovations shall have preference for energy savings or reductions.	Ongoing
<b>Processes</b>		
Energy Reporting	Energy consumption reports would be created on an annual basis and made public as per regulations.	Ongoing
Continuous Improvement	Encourage staff to look at new/existing continuous improvement tools and processes and potential areas for improvement.	Ongoing
<b>Projects</b>		
LED Light Replacement Program (Community Centre)	All lights in community centre were replaced with LEDs in 2020-2021.	Completed
Replacement of insulation in Public Works Garage	Public Works garage was renovated with improved insulation to reduce heat loss in 2021-2022.	Completed
Conversion of HVAC from oil to propane (Community Centre)	Completed in 2013-2014 during major renovations	Completed
Installation of motion sensors (Community Centre)	Installation of motion sensor for lights in the bathrooms, kitchen and bar	Future project

VFD Renovations	Upgrade insulation; replace windows; upgrade heating system	Future project
Landfill Shack	Replace landfill shack – ensure that the replacement agrees with CDM plan	Future project

The proposed measures will be reviewed during annual budget review and discussions. These measures may change as priorities of Council are altered, better opportunities come forward, or technologies become available that could be an improvement.

**Plan Preparation, Approval, and Energy Leader**

This plan was prepared and will be maintained by the CAO/Clerk.

The Township of Conmee Council and Staff are committed to energy conservation and demand management. This plan was adopted by Council at the June 26th, 2024 regular council meeting.

**Public Availability**

The Township of Conmee Plan will be made available to the public on the Municipal website, [www.conmee.com](http://www.conmee.com).

Physical copies will be made available at the municipal office upon request.

**Conclusion**

The 2024-2029 Energy Conservation and Demand Management Plan for the Township of Conmee will assist the Township in meeting energy related goals, reporting requirements as per O.Reg. 25/23, and striving for continuous improvement related to both industry best practices and internal practice improvements. These goals will be established annually through Council’s approved budget.

**Lakehead OPP Detachment Board  
Administrative Report**

---

**Date:** June 21, 2024  
**To:** Member Municipal Councils  
**Subject:** OPP Detachment Board Levy Allocations and Remuneration  
**Submitted by:** Erika Kromm, Board Secretary

---

**RECOMMENDATION:**

It is recommended that the member Councils of the Lakehead OPP Detachment Board approve a levy allocation based on percentage of total OPP billing and that remuneration to members be paid as set out below.

**BACKGROUND:**

On April 1, 2024 the Community Safety and Policing Act (CSPA) came into force. With that came the formation of the new Lakehead OPP Detachment Board. The communities forming the board are Conmee, Gillies, Kiashke Zaaging Anishinaabek (Gull Bay), Lac des Mille Lacs, Neebing, O'Connor and Shuniah. This new board replaced the Shuniah Police Services Board and the Lakehead Police Services Board, whose members only included Conmee, O'Connor and Neebing.

O.Reg 135/24 under the CSPA sets out provisions for the establishment of OPP detachment boards. This includes appointments, budget estimates, term of office and remuneration. The regulation states:

- that the member municipalities must split the expenses of the board equally unless unanimously agreed by the municipalities.
- the remuneration paid to a member appointed by the Minister must be unanimously agreed upon by the municipalities.

**DISCUSSION:**

The Board is recommending that the expenses of the board be split based on the proportion of the overall OPP billing total for all members. The table below shows the total OPP billing for the member municipalities in 2024.

<b>Municipality</b>	<b>OPP Billing</b>	<b>Proportion</b>
Conmee	87,030.00	9.84%
Gillies	56,344.00	6.37%
Neebing	276,544.00	31.25%
O'Connor	72,441.00	8.19%
Shuniah	392,529.00	44.36%
	<b>884,888.00</b>	<b>100.00%</b>

For example, based on this table Neebing would pay 31.25% of the total Board expenses for the year.

The First Nations are not required to contribute to the allocation of expenses; however, there has been an indication that they may contribute in some way, but it is not known at this time so it is not included in the calculations.

A draft budget is attached that shows the difference between splitting the expenses evenly and using proportions based on billing. The proportional split would be more affordable for the smaller municipalities which is why this is the levy allocation recommended by the Board.

The budget includes the remuneration for the members of the Board as follows:

- \$150 per meeting plus mileage
- \$300 for full day event plus mileage

The municipalities must agree on the remuneration paid to the provincial appointees and it make sense to pay all members at the same rate. The Board recommends that the member municipal councils pass resolutions to approve these rates for all members.

**ATTACHMENT:** 2024 Lakehead OPP Detachment Board Budget

## 2024 Lakehead OPP Detachment Board Budget

### Levy Apportionments

	2024 Budget	Conmee	Gillies	Neebing	O'Connor	Shuniah
<b>Board Costs</b>		<b>9.84%</b>	<b>6.37%</b>	<b>31.25%</b>	<b>8.19%</b>	<b>44.36%</b>
Per diem (Regular Meetings)	11,700	1,150.71	744.98	3,656.47	957.82	5,190.02
Mileage	4,368	429.60	278.13	1,365.08	357.58	1,937.61
<b>OAPSB Costs</b>						
Zone 1 Meetings	5,850	575.36	372.49	1,828.23	478.91	2,595.01
Events/training	3,900	383.57	248.33	1,218.82	319.27	1,730.01
<b>Administration Costs</b>						
Office Supplies	200	19.67	12.73	62.50	16.37	88.72
Mileage	168	16.52	10.70	52.50	13.75	74.52
Administrative Support	3,000	295.05	191.02	937.56	245.59	1,330.78
<b>Training/Conference Costs</b>						
Registration costs	-	-	-	-	-	-
Travel costs (flights & mileage)	-	-	-	-	-	-
Meals & Accommodations	-	-	-	-	-	-
Per diem	-	-	-	-	-	-
Mandatory CSPA Training	-	-	-	-	-	-
<b>Membership Fees</b>						
OAPSB	1,647	162.01	104.89	514.80	134.85	730.72
OAPSB Zone 1	125	12.29	7.96	39.06	10.23	55.45
<b>Total Levy:</b>	<b>30,958</b>	<b>3,044.79</b>	<b>1,971.22</b>	<b>9,675.04</b>	<b>2,534.39</b>	<b>13,732.83</b>

**Total Levy if Evenly Split**

**6,191.65   6,191.65   6,191.65   6,191.65   6,191.65**

### Assumptions

- 13 member board (it is still unknown when the board will be fully appointed)
- 6 meetings in 2024 (April, May, June, September, October, November)
- All members attended each meeting
- All members attended annual Zone 1 meeting
- All members attend 1 full day OAPSB training session or workshop
- Mileage charged at CRA Rate (\$0.70/km)
- Mileage estimated at 80 kms per person per meeting
- First Nation Contributions unknown (if any)

**The Corporation of the Township of Conmee  
Administrative Report**

---

**Date:** June 26th, 2024

**To:** Mayor and Council

**Subject:** By-Law 1451 Municipal Funding Agreement (CCBF)

**Submitted by:** Shara Lavallée, Clerk

---

**EXPLANATION:**

The Canada Community-Building Fund (CCBF), formerly known as the Federal Gas Tax grant, is a stable and predictable source of funding provided up front to provinces and territories who, in turn, flow this funding to their communities. The funding allows local communities to make strategic investments in essential infrastructure, such as roads and bridges, public transit, drinking water and wastewater infrastructure, and recreational facilities.

These investments contribute to the development of Canada's housing supply by supporting infrastructure projects that align with regional housing goals, enable urban density, and help to improve housing affordability for Canadians. CCBF funding also contributes to the growth of strong cities and communities and promotes investments in increased productivity and economic growth and a clean environment. The renewed CCBF agreements tie access to CCBF funding to actions by provinces, territories, and municipalities to increase housing supply and affordability, where it makes sense to do so.

In order to access these funds through the Association of Municipalities of Ontario (AMO), the funding agreement and By-law are required to be executed.



**THE CORPORATION OF THE TOWNSHIP OF CONMEE**

**BY-LAW #1451**

Being a By-law to authorize entering into a Municipal Funding Administrative Agreement with The Association of Municipalities of Ontario (AMO) for the administration of the Canada Community-Building Fund

**Whereas** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And Whereas** the Government of Canada, the Government of Ontario, the Association of Municipalities of Ontario (AMO), and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “Administrative Agreement”), which governs the transfer and use of the Canada Community-Building Fund (“CCBF”) in Ontario;

**And Whereas** AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario, except the City of Toronto, under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

**And Whereas** the Council of the Corporation of the Township of Conmee deems it desirable and necessary to enter into an Administrative Agreement with AMO to access CCBF funding;

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF CONMEE ENACTS AS FOLLOWS:**

1. That Schedule “A” – Municipal Funding Administrative Agreement between The Association of Municipalities of Ontario and the Corporation of the Township of Conmee attached hereto, forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the Corporation
3. This By-law comes into force and effect on the date of passing thereof.

Read and passed this 26th day of June, 2024.

THE CORPORATION OF THE  
TOWNSHIP OF CONMEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

**BETWEEN:**

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as “**AMO**”)

**AND:**

**THE TOWNSHIP OF CONMEE**

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

**WHEREAS** the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

**AND WHEREAS** AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

**AND WHEREAS** the Recipient wishes to enter into this Agreement to access CCBF funding;

**NOW THEREFORE** the Parties agree as follows:

---

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

**“Asset Management”** is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

**“Canada”** means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

**“Canada Community-Building Fund” or “CCBF”** means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Eligible Expenditure”** means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

**“Eligible Investment Category”** means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

**“Eligible Project”** means a project that fits within an Eligible Investment Category.

**“Event of Default”** has the meaning given to it in Section 13.1 of this Agreement.

**“Funds”** mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Housing Needs Assessment”** or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

**“Ineligible Expenditures”** means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

**“Infrastructure”** means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

**“Lower-Tier Municipality”** means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

**“Municipal Fiscal Year”** means the period beginning January 1st of a year and ending December 31st of the same year.

**“Municipality”** and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

**“Non-Municipal Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

**“Parties”** means AMO and the Recipient.

**“Prior Agreement”** means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

**“Single-Tier Municipality”** means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

**“Third Party”** means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

**“Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

**“Unspent Funds”** means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

**“Upper-Tier Municipality”** means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

## 1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

## 2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

### 3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

### 4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

### 5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
  - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
  - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
  - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
  - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.



- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
  - b) An investment permitted under:
    - i. The Recipient's investment policy; and
    - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
  - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

## 6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30<sup>th</sup> each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

## 7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

## 8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

## 9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

## 10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

## 11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

## 12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

## 13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
  - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
  - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
  - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
  - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

#### 14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

#### 15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director  
Canada Community-Building Fund Agreement  
Association of Municipalities of Ontario  
155 University Avenue, Suite 800  
Toronto, ON M5H 3B7

Telephone: 416-971-9856  
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer  
The Township of Conmee  
R. R. 1, 19 Holland Rd. W.  
Kakabeka Falls, ON P0T 1W0

## 16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

## 17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.



**18. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

**THE TOWNSHIP OF CONMEE**

By: \_\_\_\_\_

Name:	_____	Date	_____
Title:	_____		

_____	_____	_____	_____
Name:	_____	Date	_____
Title:	_____		

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

By: \_\_\_\_\_

Name:	_____	Date	_____
Title: Executive Director	_____		

_____	_____	_____	_____
Witness:	_____	Date	_____
Title:	_____		

## **SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES**

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient’s ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

## **SCHEDULE B: ELIGIBLE EXPENDITURES**

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
  - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
  - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
  - Studies, strategies, systems, or plans related to housing or land use;
  - Studies, strategies, or plans related to the long-term management of infrastructure; and
  - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
  - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
  - \$80,000.

## **SCHEDULE C: INELIGIBLE EXPENDITURES**

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
  - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
  - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

## **SCHEDULE D: ANNUAL REPORT**

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
  - Interest earnings and investment gains – in accordance with Section 5.7;
  - Proceeds from the disposal of assets – in accordance with Section 12.1;
  - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
  - Incoming transfers – in accordance with Section 5.3; and
  - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
  - Expected outputs and outcomes for each ongoing Eligible Project;
  - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
  - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
    - i. The number of housing units enabled, supported, or preserved; and
    - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
  - Progress made in the development and implementation of asset management plans and systems; and
  - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

## **SCHEDULE E: COMMUNICATIONS REQUIREMENTS**

### **1. COMMUNICATIONS ACTIVITIES**

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

### **2. INFORMATION SHARING REQUIREMENTS**

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

### **3. PROJECT SIGNAGE REQUIREMENTS**

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

#### 4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on [www.buildingcommunities.ca](http://www.buildingcommunities.ca).
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
  - b) The Canada wordmark and the following wording (as applicable):
    - i. "This project is funded in part by the Government of Canada"; or
    - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

#### 5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.



- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

## 6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

## 7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
  - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

## 8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

## 9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

**The Corporation of the Township of Conmee  
Administrative Report**

---

**Date:** June 26th, 2024

**To:** Mayor and Council

**Subject:** Recycling Transition – GFL Agreement

**Submitted by:** Shara Lavallée, Clerk

---

**RECOMMENDATION:**

Accept the Agreement with GFL via By-Law

**BACKGROUND:**

At the February 23<sup>rd</sup> 2023 council meeting: The Clerk provided the background and an update on the new Blue Box Transition which will be taking place on July 1<sup>st</sup> 2024. Considering the various options available to transfer the recycling over to the producers, Council decided it preferred to 'opt out' of the Blue Box operations. The Township would have no expenses or administrative responsibilities regarding the Blue Box program. The producers would then need to contract GFL to provide recycling services for Conmee; GFL would then need to lease or sub-contract with Conmee to permit their Blue Box bins on the landfill site.

**DISCUSSION:**

**Operational Costs**

Determining the actual cost of providing Blue Box services to residents is difficult since operations at the landfill are sufficient to concurrently handle both garbage, recycling and other landfill options. The Blue Box bins require minimal monitoring or staff time.

The Landfill department in 2023 was \$89,212; of these costs \$33,287.56 was attributed to GFL's cost. Once the recycling transition takes effect in July 1<sup>st</sup>, the Township will no longer have to pay for GFL to provide services. Thus, the 2023 adjusted cost for the Township was \$56,000.

**GFL Agreement**

GFL is proposing to pay the Township \$1000 per month to act as subcontractors (essentially ensuring people have access to the bins and notifying GFL when full – same operations as currently occurring).

The total yearly amount of \$12,000 is the equivalent to 21.42% of the adjusted 2023 landfill department costs.

### Initial Review of Agreement

The Agreement was reviewed by the Insurance Broker and the insurance company's consultants. The agreement was acceptable in terms of liability and risk. The insurance company refused to accept the portion of Exhibit B s.4 which prohibited subrogation claims (struck out in the agreement). GFL was notified of the change and agreed to remove the provision. By retaining the right to subrogation, the insurance could recover costs from GFL for damages caused.

The Agreement was also reviewed by Continuous Improvement Fund (CIF), a non-profit organization created by AMO and partners to support municipalities with Blue Box operations). The CIF representative noted that the 3% annual increase may not be sufficient to cover potential inflation – however, it does provide stability to the municipal budget and future planning.

### By-Law

As the agreement with GFL is ten (10) years long and will exist for approximately three council terms, a by-law is the most appropriate method for entering into a legal agreement.

## THE CORPORATION OF THE TOWNSHIP OF CONMEE

### BY-LAW # 1452

Being a By-law to enter into a Service Agreement  
with Clow Darling Limited Mechanical Contractors.

#### Recitals:

The Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, allows municipalities to enter into agreements for the provision of services

#### ACCORDINGLY, THE COUNCIL FOR THE TOWNSHIP OF CONMEE ENACTS AS FOLLOWS:

1. **That** the Mayor and Clerk be authorized on behalf of the Township of Conmee to affix their signatures to the GFL Subcontractor Services Agreement from July 1<sup>st</sup> 2024 to June 30<sup>th</sup> 2034, attached as "Schedule A"; and
2. **That** this By-law come into force and effect on the date of passing thereof.

Passed this 26th day of June, 2024.

THE CORPORATION OF THE  
TOWNSHIP OF CONMEE

\_\_\_\_\_  
Sheila Maxwell, Mayor

\_\_\_\_\_  
Shara Lavallee, Clerk

## SUBCONTRACTOR SERVICES AGREEMENT

THIS SUBCONTRACT AGREEMENT (this "Subcontract") is entered into as of July 1, 2024 (the "Effective Date") by and between GFL Environmental Inc. ("GFL"), as prime contractor, and The Township of Conmee ("Subcontractor"), as subcontractor.

### RECITALS

- A. GFL is party to a Master Services Agreement with Circular Materials (collectively with the statements of work and other agreements ancillary thereto, as amended or supplemented from time to time, the "Prime Agreement") pursuant to which GFL provides solid waste management services to Circular Materials.
- B. GFL desires to subcontract out depot operation services provided under the Prime Agreement as described herein (the "Subcontracted Services") at the Conmee Landfill Depot located at 558 Sovereign Rd., Conmee, ON P0T 1W0 (the "Depot") and engage Subcontractor to perform such Subcontracted Services, on the terms and conditions set forth in this Subcontract.

### AGREEMENTS

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Depot Operation Services.** GFL hereby engages Subcontractor to perform the following "Subcontracted Services" and Subcontractor agrees to perform such Subcontracted Services: (i) receiving Blue Box Material from Eligible Sources, quality control of received Blue Box Material and storage of Blue Box Material at the Depot, (ii) retain responsibility for, and control of, Blue Box Material at a Depot from receipt from Eligible Sources through to pick up by a contractor identified by RLG from time to time, and (iii) schedule pick ups of receptacles with GFL before the receptacles provided to the Depot are full. GFL will provide receptacles to the Depot. Subcontractor shall operate the Depot during the following hours: (A) October 15 to May 14: Wednesdays from 1:00 pm to 5:00 pm and Saturdays from 9:00 am to 3:00 pm, and (B) May 15 to October 14: Wednesdays from 3:00 pm to 7:00 pm and Saturdays from 9:00 am to 3:00 pm. Subcontractor shall at all times keep Blue Box Material received from non-Eligible Sources separate from Blue Box Material received from Eligible Sources. Subcontractor shall use reasonable commercial efforts to not collect Blue Box Material containing, or any packaging containing waste or Hazardous Waste
2. **Consideration.** In consideration of the Subcontracted Services, GFL shall pay Subcontractor a monthly fee of CAD\$1,000, which amount shall be increased on each twelve (12) month anniversary of the Effective Date by 3%. GFL shall make payment of undisputed amounts within thirty (30) calendar days from the date of receipt of an invoice from Subcontractor. A monthly invoice shall be delivered by Subcontractor to GFL following the end of the month in which the Subcontracted Services were performed. Except for applicable value added taxes (such as harmonized sales taxes) payable by GFL, all other taxes, including income, or taxes measured by wages, salaries or other remuneration of Subcontractor's employees, will be solely the responsibility of Subcontractor.
3. **Term.** The term of this Subcontract shall be for ten (10) years from the Effective Date (the "Term"), subject to extension as mutually agreed by the parties in writing prior to expiry of the then-current Term. GFL may terminate this Subcontract immediately upon notice to Subcontractor, without prejudice to any other rights or remedies GFL may have: (i) if Subcontractor is in breach of this Subcontract and Subcontractor has failed to cure such breach within 20 days after receipt of notice of such breach ("Subcontractor's Default"); (ii) if the Prime Agreement or the applicable statement of work thereunder is terminated or expires, or (iii) upon six (6) months' prior written notice to Subcontractor. Subcontractor may terminate this subcontract and statement of work immediately upon notice to GFL, without prejudice to any other rights or remedies the contractor may have if

GFL is in breach of this Subcontract and GFL has failed to cure such breach within 20 days of receipt of notice of such breach.

4. **Compliance with Laws and Permits.** Subcontractor shall perform and complete the Subcontracted Services and comply in all material respects with Applicable Laws, including all Applicable Laws related to the environment and health and safety.
5. **Subcontractor's Personnel.** Before allowing any employee or agent to access any Blue Box Material that has been received during the performance of the work, Subcontractor will take commercially reasonable steps as needed, to ensure that such person will not: (i) scavenge; (ii) take photographs, video recordings, or otherwise make copies of or record or retain any information derived from or relating to the Blue Box Material, except as may be required hereunder or as otherwise permitted in writing by GFL; (iii) access or use Blue Box Material for a purpose other than fulfilling Subcontractor's obligations under this Subcontract; or (iv) otherwise compromise the confidentiality or security of any Blue Box Material containing Confidential Information, as described below.
6. **Access to the Work.** At all times requested by GFL during operating hours upon at least two full business days' notice, Subcontractor shall, at no expense to GFL, provide GFL, Circular Materials, RLG Systems Canada Inc. ("RLG"), and their respective representatives with access to monitor, observe and inspect the Subcontracted Services. Subcontractor shall provide such access whenever and wherever is the Subcontracted Services are in progress and where sufficient, safe and proper facilities in respect of such access, to the extent commercially practicable, are provided such that access shall not disrupt the performance of the Subcontracted Services. All personnel having such access shall be subject to Subcontractor's health and safety procedures and shall comply with Subcontractor's other reasonable site rules. If any Subcontracted Services are found, acting reasonably, not to be in accordance with the material requirements of this Subcontract, Subcontractor shall, at no expense to GFL, make good such defective Subcontracted Services as soon as is commercially reasonable following receipt of detailed written notice of the deficiency by GFL.
7. **Subcontractor Indemnity.** Subcontractor shall indemnify and hold harmless GFL, Circular Materials, RLG and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all losses and claims brought against, suffered, sustained or incurred by the Indemnitees, directly or indirectly arising out of this Subcontract attributable to: (i) any negligent acts or omissions, or wilful misconduct of Subcontractor, its officers, agents, servants, employees or licensees or in connection with any failure to comply with, or breach of, any of Subcontractor's obligations; (ii) bodily injury, sickness, disease or death or damage to or destruction of tangible property as a result of activities of Subcontractor, its officers, agents, servants, employees or licensees; or (iii) any failure by Subcontractor to act in accordance with Applicable Law. For greater clarity, Subcontractor shall not be liable in any way, and shall not be required to indemnify, the Indemnitees for or against any loss or claim attributable to the negligent or willful misconduct of the Indemnitees or their respective officers, directors, employees, agents, representatives, contractors or subcontractors other than Subcontractor. Without limiting the generality of the foregoing, Subcontractor shall not be liable for any loss, damage or claim whatsoever arising from the failure of the Indemnitees to comply with Subcontractor's health and safety procedures or other site rules in accordance with Section 6 herein.
8. **Insurance.** Without limiting the obligations of Subcontractor, Subcontractor shall at its own expense obtain and maintain for the term of this Subcontract, the insurance described in Exhibit "B". Subcontractor shall deliver certificates evidencing the insurance requirements to GFL. Any deductibles or self-insured retentions must be declared to and accepted by GFL. Subcontractor shall pay all deductibles incurred during the term of this Subcontract at its own expense. If Subcontractor fails to provide or maintain insurance as required herein or elsewhere in this Subcontract, then GFL shall have the right but not the obligation to provide and maintain such insurance and give evidence thereof to Subcontractor. GFL's cost thereof shall be payable by Subcontractor to GFL on demand.

9. **Intellectual Property.** All data or information pertaining to Blue Box Material or the RF or other aspects of the Subcontracted Services (including any Intellectual Property Rights residing therein) (collectively, "Documentation") are the property of GFL or such other entity as identified by GFL. Subcontractor shall only use and copy the Documentation as is necessary to perform the Subcontracted Services and for its own internal purposes, which will at all times be handled strictly in accordance with Section 10 (Confidentiality Covenant). The issue or availability of the Documentation does not confer a licence or grant of any Intellectual Property Rights for any other purposes. All property rights, title and interest in the Documentation, shall transfer and are hereby assigned to GFL free and clear of all encumbrances upon GFL making any payment in accordance with this Subcontract which is attributable, either in whole or in part, to the relevant Subcontracted Services. Subcontractor shall, if so requested, at any time or times, execute such documents and perform such acts as may be required to fully and effectively assure GFL, or any third party, the rights referred to herein. Subcontractor hereby waives all rights, including any and all moral rights, in and to the Documentation and shall obtain such waivers from all applicable personnel of Subcontractor upon request by GFL. Where applicable, Subcontractor shall endeavour to obtain from all of the subcontractors and personnel of Subcontractor the rights and waivers necessary to transfer the ownership of the Documentation (including any intellectual property rights therein or related thereto) to GFL. Subcontractor acknowledges and agrees that GFL shall be entitled to use and otherwise exploit the Documentation without restriction.
10. **Confidentiality Covenant.** "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 Subcontracted Services and the terms of this Subcontract. Notwithstanding the foregoing, 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. The Receiving Party shall: (A) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (B) only collect, use, disclose, store, retain, copy or reproduce Confidential Information for the purpose of exercising or performing its right or obligations under this Subcontract; (C) not disclose any Confidential Information other than to employees, authorized agents, affiliates, or subcontractors of the Receiving Party (collectively, "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 Subcontract and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure at a comparable level to what is required under Applicable Laws and this Subcontract; and (D) be responsible for any breach of this Subcontract by any of its Representatives. 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. Upon expiry or termination of this Subcontract, 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. Each party agrees and acknowledges that any violation of this Section 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 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.



11. **Independent Subcontractor.** The parties hereby acknowledge and agree that Subcontractor is an independent contractor with respect to the performance of the Subcontracted Services under this Subcontract. The Contract will be responsible in all respects for the hiring, employment and working conditions of all individuals engaged to carry out the Subcontracted Services under this Subcontract. Subcontractor will assume all responsibilities with respect to compensation, benefits, workers' compensation, withholding taxes, pensions, health and life insurance benefits, and full and complete compliance with Applicable Laws relating to the compensation of its employees.
12. **Disputes.** 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; (ii) if, after a period of ten (10) Business Days following the *bona fide* commencement of informal discussions, 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 GFL and Subcontractor. 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, either party may refer the dispute to arbitration in which case the dispute 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. GFL and Subcontractor 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 *Arbitration Act*, as amended. The parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed. The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the parties. No matter may be submitted to arbitration except in accordance with the above provisions. During any dispute period, Subcontractor will continue to perform the Subcontracted Services and GFL will continue to compensate Subcontractor for the Subcontracted Services.
13. **Governing Law.** This Subcontract will be interpreted and governed by the laws of the Province of Ontario. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Subcontract shall be instituted in the courts of the City of Thunder Bay, Ontario.
14. **Assignment.** This Subcontract enures to the benefit of and is binding upon Subcontractor and GFL and their successors and permitted assigns. Neither Subcontractor nor GFL shall assign, transfer, convey or otherwise dispose of this Subcontract, including any of their respective rights or obligations, or subcontract any of their rights or obligations, without the prior written consent of the other.
15. **Survival.** All provisions of this Subcontract which expressly or by their nature survive the expiry or termination of this Subcontract shall survive the expiry or termination of this Subcontract, including the following: Section 3 (Termination), Section 7 (Indemnification), Section 9 (Intellectual Property) and Section 10 (Confidentiality Covenant).
16. **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 or carrying out the intention or facilitating the performance of the terms of this Subcontract.
17. **Amendments.** No amendment, supplement, modification or waiver or termination of this Subcontract 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, GFL may require any such revisions necessary to comply with amendments to the means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*. or other notices, interpretations, rulings, directives or other communications issued pursuant thereto (collectively, "Communications"), and GFL shall provide Subcontractor with written notice of such proposed revisions as soon as reasonably practicable. GFL shall also provide Subcontractor with evidence of any amendments, supplements, modifications, waivers or terminations of the Prime Agreement and shall discuss a change order in respect of corresponding

changes to this Subcontract. Subcontractor shall be entitled to compensation commensurate with the net increase in costs directly attributable to such changes. Subcontractor shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from GFL within 10 calendar days of receiving such feedback, including a detailed cost estimate. To the extent GFL and Subcontractor cannot mutually agree on a change order required by the Communications prior to such changes taking effect, GFL may require immediate implementation of such changes, provided that any such implementation shall not be considered a waiver or release by Subcontractor of any claims Subcontractor may have for increased compensation directly resulting from such changes.

18. **Notices.** Any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Subcontract must be given in writing and will be given by hand or sent by courier, or emailed, in each case addressed as follows:

If to Subcontractor, addressed to:

Township of Conmee  
19 Holland Rd. W. RR1  
Kakabeka Falls, ON  
P0T 1W0  
Attention: Shara Lavallee, CAO/Clerk  
Email: [conmee@conmee.com](mailto:conmee@conmee.com)  
Ph: (807) 475-5229  
Fx: (807) 475-4793

If to GFL, addressed to:

Attention: Dave Richmond, Area Vice President, Solid Waste  
Email: [drichmond@matrec.ca](mailto:drichmond@matrec.ca)

With a copy by email to:

Attention: Christopher Dovigi, Regional Vice President, Solid Waste  
Email: [cdovigi@gflenv.com](mailto:cdovigi@gflenv.com)

19. **Entire Agreement.** This Subcontract (including the exhibits and schedules hereto, if any) and the documents delivered pursuant hereto constitute the entire agreement and understanding between Subcontractor and GFL and supersede any prior agreement and understanding relating to the subject matter of this Subcontract.
20. **Counterparts.** This Subcontract 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 may be executed by electronic signature.

**[THE NEXT PAGE IS THE SIGNATURE PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract Agreement as of the date first set forth above.

**GFL:**

**GFL Environmental Inc.**

By: \_\_\_\_\_  
Name: Christopher Dovigi  
Title: Regional Vice President

We have authority to bind the corporation.

**SUBCONTRACTOR:**

**Township of Conmee**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit "B"**  
**Insurance Requirements**

1. 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 GFL (and, if requested by GFL, Circular Materials and RLG) as additional insureds with respect to Subcontractor's operations, acts and omissions relating to its obligations hereunder, 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;
2. Deleted
3. Deleted
4. "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Subcontracted Services are being performed and the equipment contained therein and all other property owned by Subcontractor or by others located therein including equipment, furniture and fixtures, ~~which shall not allow subrogation claims by the insurer against GFL.~~
5. The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
  - a. Deleted
  - b. Coverage shall state that Subcontractor'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
  - c. Policies for the above must be kept continuous throughout the term of this Subcontract. If any of the above policies are being cancelled, Subcontractor shall notify GFL in writing at least thirty (30) calendar days prior to the effective date of cancellation. Subcontractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of GFL. GFL reserves the right to request such higher limits of insurance or other types of policies appropriate to the Subcontracted Services as GFL may reasonably require.

THE CORPORATION OF THE TOWNSHIP OF CONMEE

BY-LAW NO. 1453

Being a by-law to appoint a Deputy Mayor.

**WHEREAS** a Deputy Mayor performs the duties of the Mayor in his or her absence;

**AND WHEREAS** the Council for the Township of Conmee is desirous of appointing a Deputy Mayor;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF CONMEE HEREBY ENACTS AS FOLLOWS:**

1. That the Deputy Mayor Position be filled on the following rotation:  
November 15<sup>th</sup> 2022 – November 14<sup>th</sup> 2023 – Councillor Grant Arnold  
November 15<sup>th</sup> 2023 – June 26<sup>th</sup> 2024 – Councillor David Halvorsen  
June 27<sup>th</sup> 2024 - November 14<sup>th</sup> 2024 – Councillor David Halvorsen  
November 15<sup>th</sup> 2024 – November 14<sup>th</sup> 2025 – Councillor Chris Kresack  
November 15<sup>th</sup> 2025 – November 14<sup>th</sup> 2026 – Councillor David Maxwell
2. That By-Law 1359 is repealed on the date this by-law comes in force
3. That this By-law come into force and effect on the date of passing thereof.

Read and passed this 26th day of June, 2023.

THE CORPORATION OF THE TOWNSHIP  
OF CONMEE

---

Mayor Sheila Maxwell

---

Clerk Shara Lavallee



Tel: (905) 928-9481  
Fax: (888) 622-4939  
482 South Service Road East, Suite 130  
Oakville, Ontario L6J 2X6  
[www.forbesbrosltd.ca](http://www.forbesbrosltd.ca)

June 17, 2024

Sent via email

Shara Lavallee, CAO/Clerk  
Conmee Township  
19 Holland Rd. W. RR1  
Kakabeka Falls, ON P0T 1W0

**Client:** Tbaytel  
**Re:** Information Package - Proposed 60m Self-Support Tower Telecommunication Site  
**Site ID:** CONMEE  
**Address:** Enders Road, Conmee, Ontario

Ms. Lavallee,

Forbes Bros. Ltd. on behalf of Tbaytel is submitting this information package to Conmee for Tbaytel proposed 60m self-support tower telecommunication site on the east side of Enders Road, 880m north of Holland Road West (SW Quarter of the North Half of Lot 4, Concession 3), Conmee, Ontario to improve wireless services to Conmee, specifically the area between Hwy 590 and Mokomon Road.

The approval authority for wireless telecommunication towers is within jurisdiction of Innovation, Science and Economic Development Canada (ISED), formerly known as Industry Canada, under the *Radiocommunication Act*. ISED's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 5* outlines the process for the proponent to follow and encourages the establishment of policies from the land-use authority as they are best positioned to contribute to optimum siting of facilities to meet their own community needs.

ISED's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 6*, can be retrieved at: <http://tinyurl.com/ISED-CPC>

ISED requires the proponent to consult and obtain land-use authority concurrence in writing prior to moving forward with a proposed installation.

This site is located within Conmee which has not established their own policy and ISED's protocol will be followed for the municipal and public consultation for the proposed installation.

#### **Land-Use Authority Consultation**

This information package provides Conmee with the following:

- Justification Report
- Draft Public Consultation Documents (Mail Notification & Public Notice)

## **ISED - Default Public Consultation Process**

### **Mail Notification**

- ISED requires a mail notification to be sent to adjacent property owners and neighbouring land-use authorities within 3 \* height of proposed telecommunication site (3 \* 60m = 180m measured from tower).
- The mail notification is proposed to send out by Wednesday, June 19, 2024 using a mailing list provided by the Township.

### **Public Notice**

- ISED requires a public notice to be published in the local newspaper for towers greater than 30m.
- The public notice is proposed to be published in the July edition of the local newsletter. .

The purpose of the mail notification and public notice is to provide an opportunity for the local community to make a submission and for the proponent to address all relevant questions and concerns prior to requesting concurrence from the Township. The last day to receive submissions on this proposal is Wednesday, July 31, 2024.

At the end of the consultation process, if the proponent is satisfied that it has addressed all relevant questions and would like to move forward with the installation, a request for a letter of concurrence from Conmee will be submitted along with all correspondence from the consultation process. The letter of concurrence from the Township is to provide confirmation that the proponent has satisfied the consultation process by addressing all relevant questions and has consulted with Conmee.

I trust the information included in this package will be helpful for Conmee consideration of this proposal.

Sincerely,

*Jay Lewis*

Land Acquisition & Government Relations  
**Forbes Bros. Ltd.**



Tel: (905) 928-9481  
Fax: (888) 622-4939  
482 South Service Road East, Suite 130  
Oakville, Ontario L6J 2X6  
[www.forbesbrosltd.ca](http://www.forbesbrosltd.ca)

# JUSTIFICATION REPORT:

## Proposed 60m Self-Support Tower Telecommunication Site

---

**CLIENT:** Tbaytel  
**SITE ID:** CONMEE  
**ADDRESS:** Enders Road, Conmee, Ontario

*Jay Lewis*  
Land Acquisition & Government Relations  
**Forbes Bros. Ltd.**  
[jlewis@forbesbrosltd.ca](mailto:jlewis@forbesbrosltd.ca)

6/17/2024



## Contents

<b>1.0 INTRODUCTION</b> .....	<b>2</b>
<b>2.0 BACKGROUND</b> .....	<b>2</b>
<b>3.0 PROPOSAL</b> .....	<b>2</b>
<b>3.1 LOCATION</b> .....	<b>2</b>
<b>3.2 DESIGN</b> .....	<b>4</b>
<b>3.3 COLOCATION CAPACITY</b> .....	<b>4</b>
<b>3.4 PHOTO RENDERING</b> .....	<b>4</b>
<b>4.0 RATIONALE</b> .....	<b>5</b>
<b>4.1 GEOGRAPHIC SEARCH AREA</b> .....	<b>5</b>
<b>4.2 EVALUATION OF EXISTING STRUCTURES</b> .....	<b>6</b>
<b>4.3 LAND USE CONSIDERATION</b> .....	<b>6</b>
<b>4.4 COVERAGE MAP ANALYSIS</b> .....	<b>7</b>
<b>5.0 REVIEW OF DEVELOPMENT PLAN</b> .....	<b>8</b>
<b>5.1 FEDERAL JURISDICTION AND REQUIREMENTS</b> .....	<b>8</b>
<b>5.2 LAND-USE AUTHORITY CONSULTATION</b> .....	<b>8</b>
<b>5.3 DEFAULT PUBLIC CONSULTATION</b> .....	<b>8</b>
<b>5.4 FEDERAL REQUIREMENTS</b> .....	<b>9</b>
Impact Assessment Act.....	<b>9</b>
Transport Canada’s Aeronautical Obstruction Marking Requirements.....	<b>9</b>
Health Canada’s Safety Code 6 Compliance.....	<b>9</b>
Engineering Practices.....	<b>10</b>
<b>6.0 SUMMARY AND CONCLUSION</b> .....	<b>10</b>

## 1.0 Introduction

Forbes Bros. Ltd. has been retained by Tbaytel to compete land-use authority and public consultation for the proposed 60m self-support tower telecommunication site at SW Quarter of North Half of Lot 4, Concession 3, Enders Road, Conmee, Ontario. The purpose of this report is to provide justification in support of the proposed site and assist the land-use authority in providing comments.

## 2.0 Background

Continued growth in demand for wireless products and their associated services has created a need for increased wireless network infrastructure. Mobile phones and other wireless devices cannot operate without the necessary infrastructure, which is made up of transmitting and receiving antennas located on support structures, commonly referred to as cell sites.

New infrastructure requirements are determined by monitoring the wireless network and identifying areas with weak or insufficient coverage. Tbaytel network planners isolate those areas requiring improvements and conduct coverage studies to determine the ideal coordinates for a new site. Site acquisition and government relations specialists review real estate and land use considerations for potential sites that will achieve network objectives. A new site for Tbaytel may include installing equipment on an existing tower, a tall building or another feasible structure (colocation), if available, or a new structure will be proposed such as the proposed 60m self-support tower telecommunication site.

## 3.0 Proposal

Tbaytel is proposing a 60m self-support tower telecommunication site on the east side of Enders Road, 880m north of Holland Road West, Conmee, Ontario. The proposal site will provide enhanced wireless voice & data coverage and capacity residents in Conmee, specifically the area between Mokomon Road and Hwy 590, and to meet rising demands for wireless services.

### 3.1 Location

**Site Address:** Enders Road, Conmee, Ontario

**Latitude:** 48.450211°, **Longitude:** -89.678428°

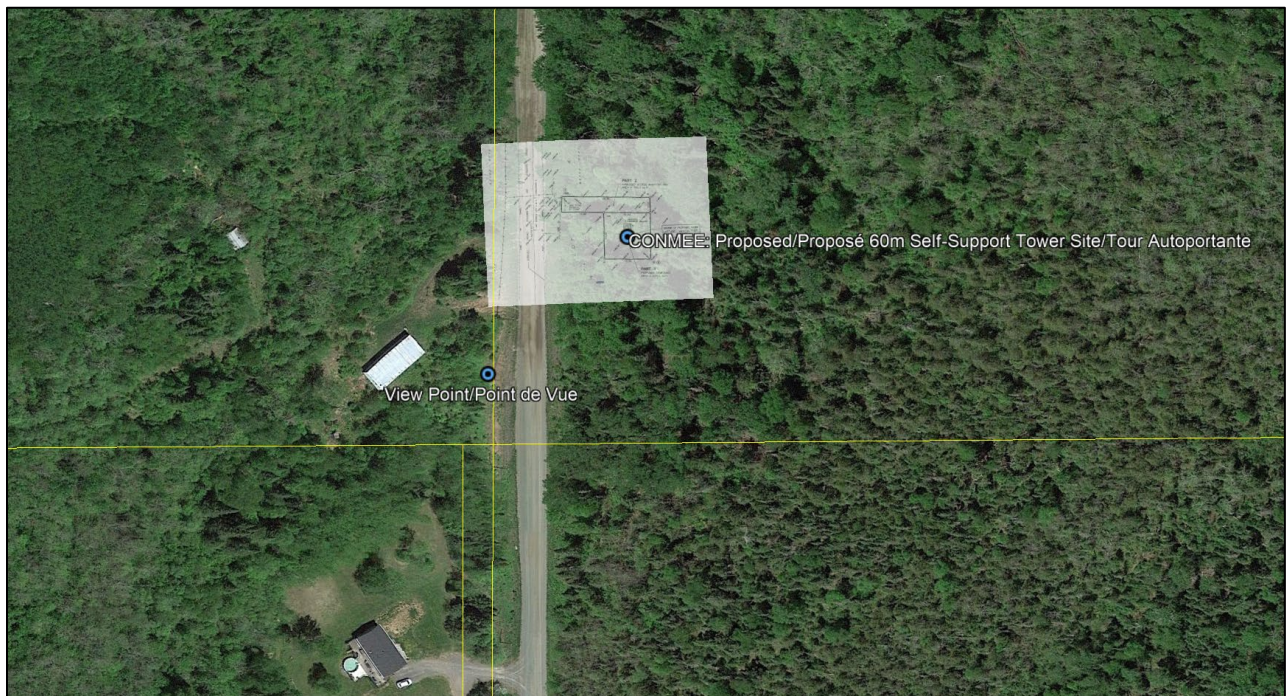
**Legal Description:** PCL 5170 SEC DFWF; SW 1/4 OF N 1/2 LT 4 CON 3 CONMEE; CONMEE

The 60m self-support tower telecommunication site is proposed abutting Enders Road, near the southeast corner of the subject property, with the tower set back 27m. A new gated entrance and access road to the site will be installed along with a chain-link fenced compound (will ensure public access is restricted).





Location Map



Location Map (Enlarged)



### 3.2 Design

Tbaytel has proposed a 60m self-support tower site. A self-support tower is a lattice tower that does not require guyed wires and has a wider base that tapers to the top of the tower.

Radio equipment to transmit, receive and process telecommunications will be installed on the tower with additional equipment located within an equipment shelter located at the base of the tower. Equipment shelter will have hydro service with battery back up and no fresh or wastewater systems.

Proposed tower and equipment shelter will be secured within a 15m x 15 chain-link fenced compound.

### 3.3 Colocation Capacity

The proposed tower can accommodate Tbaytel future equipment in addition to third parties who can request to co-locate equipment on the tower. Co-location reduces the potential need for additional towers in the immediate area.

### 3.4 Photo Rendering

Proposed 60m self-support tower telecommunication site as it would appear south on Enders Road facing north. Please note that although considered to be accurate, this is an artist's rendering only.



Photo Rendering – 60m Self-Support Tower

#### 4.0 Rationale

The selection of a new telecommunication site within an existing network is a complex process. It is based on existing sites and taking into account current and future wireless demand, radio frequency engineering principles, local topography, land use consideration and land availability which determines the location of Tbaytel future sites.

Tbaytel typically identifies a geographic search area where a new site was required, concluded existing structures could not be utilized and then proposes the best site to achieve their coverage objectives while taking into consideration the local area.

#### 4.1 Geographic Search Area

The performance of a wireless network is dependent on the geographic location of the sites, height of radio equipment, surrounding terrain and topology along with the demand and proximity of customers within the wireless network.

Tbaytel currently has two (2) existing sites (ROGERS DAWSON & KAKABEKA FALLS) near Conmee that provides cellular and mobile broadband wireless services to the surrounding area. Tbaytel RF engineers identified an area between Mokomon Road and Hwy 590, west of Hwy 11, as an area that experiences poor coverage due to the signal strength diminishing with distance from these existing sites. A geographical search area was identified north of Holland Road West, along Enders Road, for a 60m self-support tower to address the coverage deficiency.



**Tbaytel Existing and Proposed Sites**



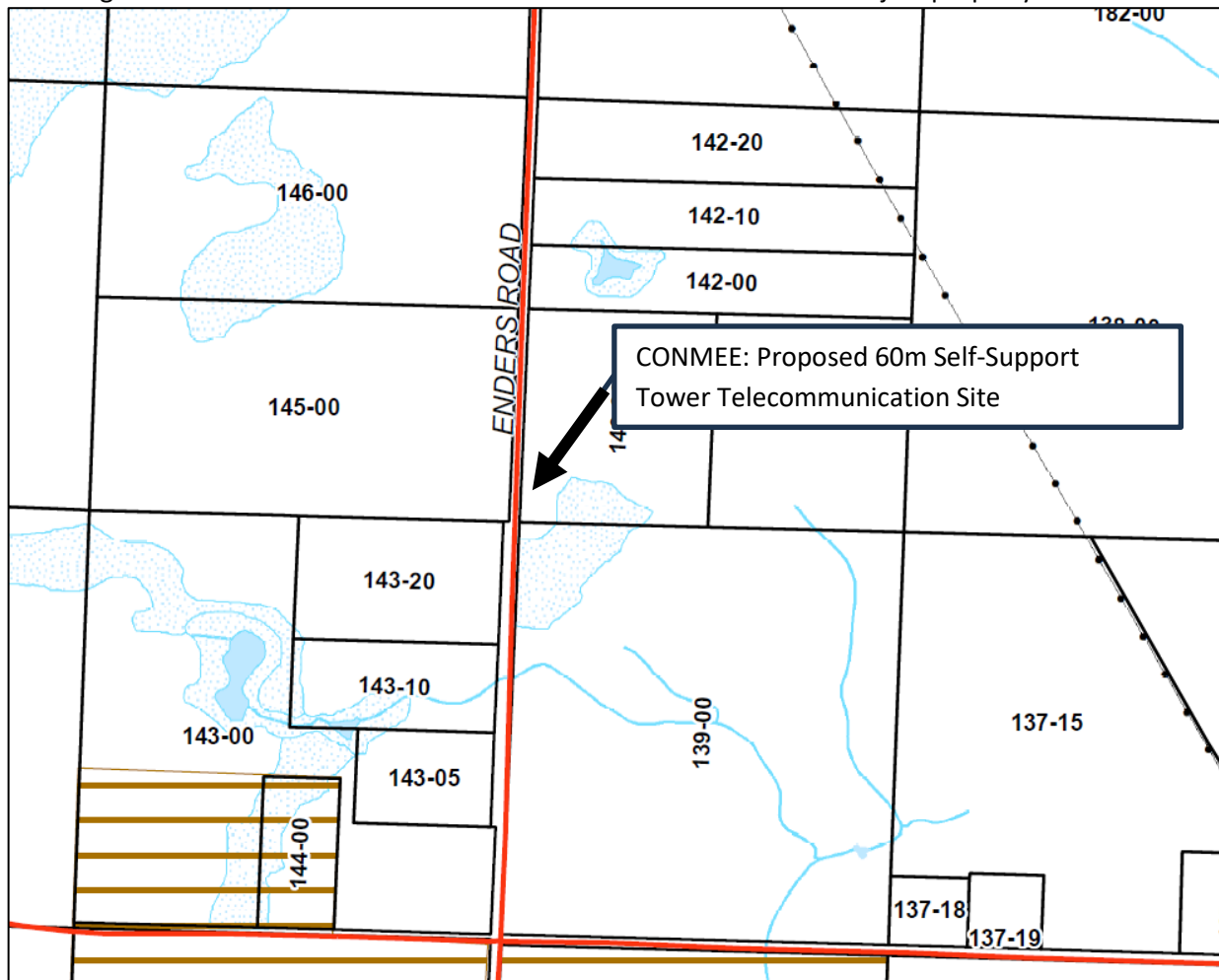
#### 4.2 Evaluation of Existing Structures

Existing structures within the geographic search area are considered provided the existing structure has sufficient height for Tbaytel radio equipment and existing structure location can achieve coverage objectives. Existing structures can include tall buildings (apartments, towers, etc.) or existing telecommunications towers.

A spectrum search of ISED registered frequencies was completed and no structures were identified in the geographical search area to be considered for co-location.

#### 4.3 Land Use Consideration

Tbaytel RF engineers identified a new 60m self-support telecommunication site is required north of Holland Road West, along Enders Road. Properties along Enders Road are zoned rural, with many consisting of larger acreages that are well treed/undeveloped. The elevation increases north along Enders Road from Holland Road West. The subject property was secured as it provided increased elevation without being too great of distance north (to prevent coverage shifting from Hwy 590) along with the property being well treed and larger in size to provide screening and distance from neighbours. A location on the subject property abutting Enders Road further north was explored but not possible due to significant difference in elevation between Enders Road and the subject property.



Zoning Map

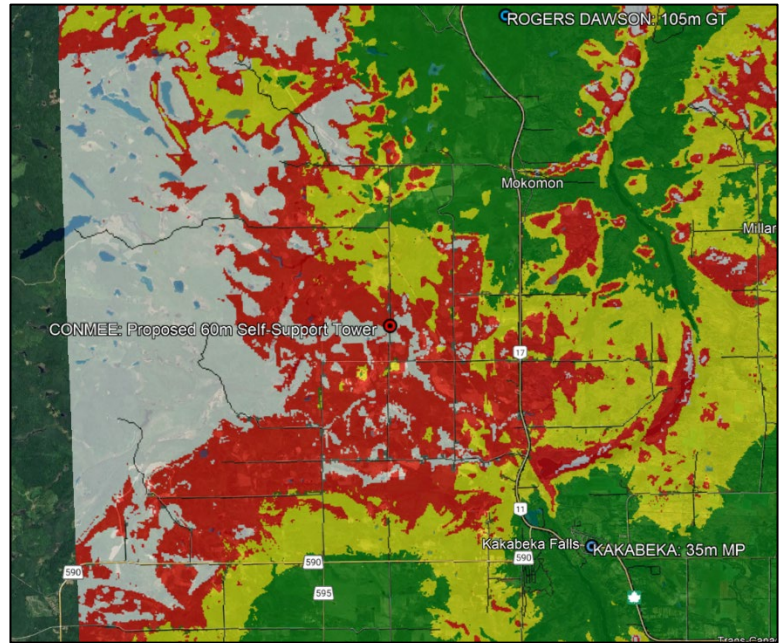
#### 4.4 Coverage Map Analysis

Coverage maps are an excellent tool to illustrate why a proposed site is required. A coverage map has a color classification scheme that represents the signal strength which is modelled based on the signal strength diminishing with distance from the source (existing and proposed sites) along with environmental factors such as buildings, topology, terrain and vegetation.

Tbaytel coverage objectives are to expand coverage to ensure fast, high speed data transfer and wireless communication.

#### Coverage Map – Existing Sites

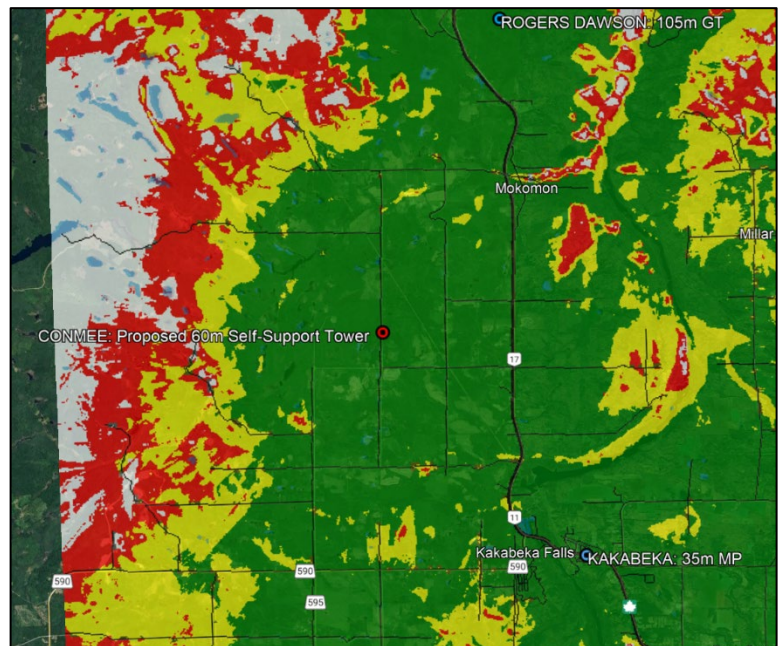
As shown in the adjacent coverage map there is a significant coverage gap in Conmee, north of Hwy 590 and south of Mokomon Road, either side of Highway 11. This lack of coverage results no service, dropped calls, latency and slow delivery of data.



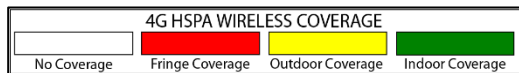
Coverage Map - Tbaytel Existing Sites

#### Coverage Map – Existing and Proposed

As shown in the adjacent coverage map the proposed 60m self-support tower telecommunication site will expand coverage and address the existing coverage deficiency experienced in Conmee Township.



Coverage Map – Tbaytel Existing and Proposed Sites



## 5.0 Review of Development Plan

### 5.1 Federal Jurisdiction and Requirements

Tbaytel wireless services and telecommunication sites are federally regulated under the *Radiocommunication Act* and licensed by Innovation, Science and Economic Development Canada (ISED). ISED's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 6* outlines the process for the proponent to follow and encourages the establishment of policies from the land-use authority as they are best positioned to contribute to optimum siting of facilities to meet their own community needs.

ISED's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 6*, can be retrieved at: <http://tinyurl.com/ISED-CPC>

The land-use authority and public consultation process established under ISED authority is intended to provide local land-use authorities an opportunity to address land-use concerns while respecting the federal government's exclusive jurisdiction in the siting and operation of telecommunication sites.

Tbaytel is required to follow established and documented protocols or policies regarding establishing telecommunication sites set forth by land-use authorities. As the provisions of the Ontario Planning Act and other municipal by-laws and regulations do not apply to federal undertakings, telecommunication sites are not required to obtain municipal permits of any kind.

Conmee Township has not established a policy and ISED land-use authority consultation and default public consultation process will be followed.

### 5.2 Land-Use Authority Consultation

The submission of this justification report to the Conmee Township is to commence the land-use authority consultation process. This report provides the necessary information on the site details, justification, process and federal requirements to allow the land-use authority an opportunity to discuss: site options, ensure any local process related to antenna systems are respected and address any preliminary concerns. Once all reasonable and relevant concerns from both the land-use authority and the public are addressed a summary of the public consultation will be provided to the land-use authority with a request for a letter of concurrence. Obtaining a letter of concurrence concludes this process.

### 5.3 Default Public Consultation

In accordance with ISED default public consultation process the proposed 60m self-support tower telecommunication site does not meet specific exclusion requirements and public consultation will consist of the following:

- Mail notification to be provided to property owners and neighbouring land-use authorities within 3 \* height of proposed structure (3\*60m = 180m), measured from the base or outer most point of the supporting structure.
- Public notice to be published in a locally circulated newspaper as the proposed structure is greater than 30m.

Notifications will contain basic information about the proposed site; contact information for the proponent, land-use authority and ISED; and, allow thirty (30) days for the public to make a submission. The proponent will acknowledge all submissions within 14 days; provide a response and address all reasonable and relevant concerns within 60 days; and, allow the party 21 days to reply to the proponent's response. This process is concluded if there are no submissions received within the 30-day public comment period or if no further submissions are received within the 21-day replay comment period.



#### 5.4 Federal Requirements

In addition to land-use and public consultation requirements, Tbaytel must also fulfill other important obligations including the following:

##### **Impact Assessment Act**

ISED requires that the installation and modification of antenna systems be done in a manner that complies with appropriate environmental legislation. This includes the *Impact Assessment Act* (IAA) where the antenna system is incidental to a physical activity or project designated under IAA or is located on federal lands.

Tbaytel attests that the radio antenna system as proposed for this site is not located within federal lands or forms part of or incidental to projects that are designated by the Regulations Designating Physical Activities or otherwise designated by the Minister of the Environment as requiring an environmental assessment. In accordance with the *Impact Assessment Act*, this installation is excluded from assessment.

For additional detailed information, please consult the *Impact Assessment Act* at: <https://laws-lois.justice.gc.ca/eng/acts/I-2.75/>

##### **Transport Canada's Aeronautical Obstruction Marking Requirements**

Aerodrome safety is under the exclusive jurisdiction of NAV Canada and Transport Canada. An important obligation of wireless proponents is to comply with Transport Canada / NAV Canada aeronautical safety requirements. Transport Canada performs an assessment of the proposal with respect to the potential hazard to air navigation and notifies Tbaytel of any painting and/or lighting requirements for the antenna system.

Tbaytel anticipates the proposed tower will not require lighting/marketing for daytime and nighttime aeronautical protection.

For additional information, please see the Transport Canada website at: <http://tinyurl.com/TC-CAR621>

##### **Health Canada's Safety Code 6 Compliance**

Health Canada is responsible for research and investigation to determine and promulgate health protection limits for exposure to radio-frequency (RF) electromagnetic energy. Accordingly, Health Canada has developed a guideline entitled "Limits of Human Exposure to Radiofrequency Electromagnetic Fields in the Frequency Range from 3Khz to 300Ghz – Safety Code 6".

The exposure limits specified in Safety Code 6 are established by reviewing all peer-reviewed scientific research in the area of human health and RF exposure. Included in this review are hundreds of studies conducted over the past 50 years.

Radiocommunication, including technical aspects related to broadcasting, is under the responsibility of the Ministry of Innovation, Science and Economic Development Canada which has the power to establish standards, rules, policies and procedures. ISED, under this authority has adopted Safety Code 6 for the protection of the general public. With this adoption, ISED requires all proponents and operators to ensure that their installations comply with Safety Code 6 at all times, including any changes to the code and including any combined effects from other installations in the nearby radio environment.

Tbaytel attests that the radio antenna system described will comply with Health Canada's Safety Code 6 limits, as may be amended from time to time, for the protection of the general public including any

combined effects of additional carrier co-locations and nearby installations within the local radio environment.

More information in the area of RF exposure and health is available at the following website:  
<http://tinyurl.com/HC-SC6>

### **Engineering Practices**

Tbaytel attests that the radio antenna system as proposed for this site will be constructed in compliance with the National Building Code; the Canadian Standards Association; and, comply with good engineering practices including structural adequacy.

## **6.0 Summary and Conclusion**

As communities continue to grow to depend on wireless products and their services it will be necessary to improve network coverage and quality. Improving network coverage and quality is achieved by increasing telecommunication sites to fill coverage gaps and increase capacity for current and future wireless users.

This justification report has provided the rationale that the proposed 60m self-support tower telecommunication site is necessary for Tbaytel to improve their wireless services for Conmee and the surrounding area while taking into land use consideration.

## You're Invited

### Forbes Bros. on behalf of Tbaytel is welcoming your participation in the public consultation of the proposed 60m self-support tower site, CONMEE, in Conmee, Ontario.

Mobile wireless services are key to facilitate communications, commerce, culture, entertainment, safety, and learning. As demand for mobile wireless services continue to increase, Tbaytel upgrades and fills gaps in their existing wireless network infrastructure with new sites.

This proposed tower site will provide improved coverage, data transfer speeds and network capacity for residents in Conmee, specifically the area between Mokomon Road and Hwy 590. A new tower site is required as there are no suitable alternative sites to achieve coverage objectives in the area.

This notice is provided as a part of Innovation, Science and Economic Development Canada (ISED) default public consultation process and your property is within the prescribed notification radius.

This proposed tower site is located on east side of Enders Road, 880m north of Holland Road West, (SW Quarter of the North Half of Lot 4, Concession 3), Conmee, Ontario and tower is set back 27m from Enders Road. Tbaytel has proposed a 60m self-support tower site. A self-support tower is lattice tower that does not require guyed wires and has a wider base that tapers to the top of tower. The proposed site is comprised of antenna equipment installed on the self-support tower and an equipment shelter at tower base. A new gated entrance and access road to the site will be installed along with a chain-link fenced compound (will ensure public access is restricted).

Proposed tower will comply with Transport Canada and NAV Canada regulations with Tbaytel submitting necessary applications. Tbaytel anticipates the proposed tower will not require lighting/markings for aeronautical protection.

#### Health and Safety

Antenna equipment on cell towers transmit and receive radiofrequency energy to connect with wireless devices. Exposure to low levels of radiofrequency energy from cell phone towers is safe within Health Canada's Safety Code 6 exposure guidelines.

Tbaytel attests that the antenna system described in this letter will be installed and operated on an ongoing basis to comply with Health Canada's Safety Code 6, for the protection of the public including any combined operation of additional carrier co-locations and nearby installations. More information on health and safety can be found at:

<https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/occupational-exposure-regulations/safety-code-6-radiofrequency-exposure-guidelines.html>

#### Environment

The proposed site will be constructed in compliance with the National Building Code, Canadian Standard Association (CAN/CSA-S37-18) and respect good engineering practices including structural adequacy. The site will comply with the *Impact Assessment Act*.

#### General Information

Radiocommunications falls under the exclusive jurisdiction of the Government of Canada and regulated by the Ministry of Innovation, Science, and Economic Development Canada (ISED). More information about this process can be found at: <https://ised-isde.canada.ca/site/spectrum-management-telecommunications/en/safety-and-compliance/facts-about-towers> or contact the local ISED office.

#### Innovation, Science and Economic Development Canada – Eastern & Northern Ontario District

2 Queen Street East, Sault Ste. Marie, ON P6A 1Y3

Tel: (855) 465-6307

Email: [spectrumenod-spectredeno@ised-isde.gc.ca](mailto:spectrumenod-spectredeno@ised-isde.gc.ca)

**Project Code:** Tbaytel – CONMEE

**Address:** Enders Road, Conmee, Ontario

**Coordinates:** 48.450211°, -89.678428°

**Last day to request additional information or provide submission:** Wednesday, July 31 2024



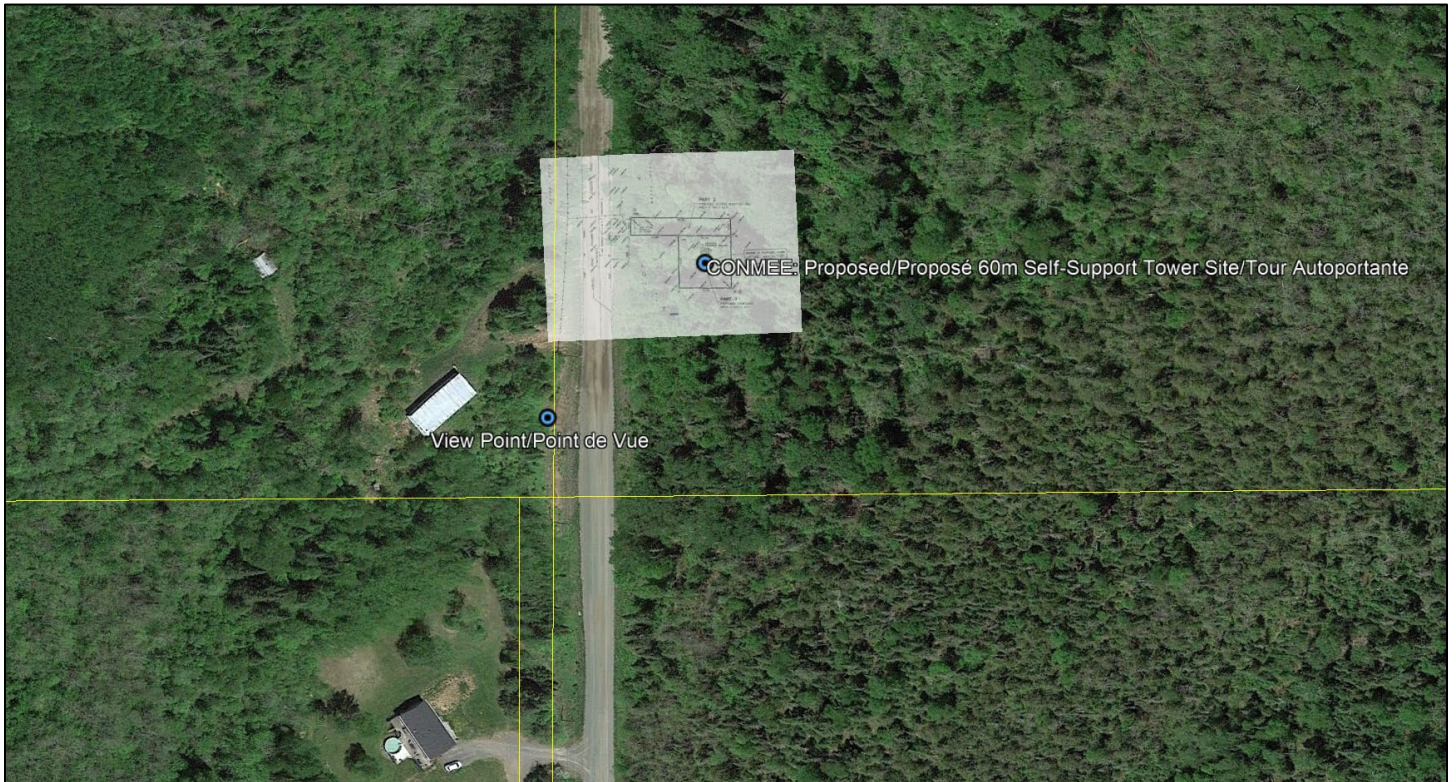
### Photo Rendering

Proposed 60m self-support tower site as it would appear south on Enders Road facing north.

Please note that although considered to be accurate, this is an artist's rendering only.



### Location Map



### Request Additional Information or Provide a Submission

Forbes Bros. and Tbaytel is committed to effective municipal and public consultation. This notice serves as an invitation to any interested member of the public to request additional information or to provide a submission regarding this proposed site on or before the closing date of Wednesday, July 31, 2024.

### Contact

#### Forbes Bros. Ltd. on behalf of Tbaytel

Jay Lewis, Land Acquisition & Government Relations  
130, 482 South Service Road East  
Oakville, ON L6J 2X6  
Tel: (905) 928-9481  
Email: jlewis@forbesbrosLtd.ca

#### Township of Conmee

Shara Lavalley, CAO/Clerk  
19 Holland Rd. W. RR1  
Kakabeka Falls, ON POT 1W0  
Tel: (807) 475-5299  
Email: conmee@conmee.com

# PUBLIC NOTICE AVIS PUBLIC

## TBAYTEL: PROPOSED 60 METER SELF-SUPPORT TOWER SITE

Location: Enders Road, Conmee, ON.  
PIN #: 62302-0127 (LT)  
Coordinates: 48.450211°, -89.678428°

Objective: To improve Tbaytel wireless coverage in Conmee, specifically the area between Mokomon Road and Hwy 590, and to meet rising demands for wireless services.

Proposed: The site will be comprised of a 60m self-support tower with antenna equipment installed on the tower and an equipment shelter at tower base that will be enclosed within a 15m x 15m chain-link fenced compound.

The public is invited to provide written comments or request additional information by end of business day on **Wednesday, July 31, 2024**, to the contact information shown below:

**Tbaytel Site Name/Nom de Site : CONMEE**

**Forbes Bros. Ltd. on behalf of/au nom de Tbaytel**  
Jay Lewis, Land Acquisition & Gov. Relations  
130, 482 South Service Road East  
Oakville, Ontario. L6J 2X6  
Tel/ Tél: (905) 928-9481  
Email/Courriel: jlewis@forbesbrosLtd.ca

## TBAYTEL : PROPOSÉ UNE SITE DE TOUR AUTOPORTANTE DE 60 MÈTRES

Emplacement : Chemin Enders, Conmee, ON  
Numéro d'identification de la propriété: 62302-0127 (LT)  
Coordonnées : 48.450211°, -89.678428°

Objectif : Améliorer la couverture sans fil de Tbaytel à Conmee, en particulier dans la zone située entre chemin Mokomon et l'autoroute 590, et répondre à la demande croissante de services sans fil.

Proposé : Le site comprendra une tour autoportante de 60 mètres avec des équipements d'antenne installés sur la tour et un abri pour l'équipement à la base de la tour qui sera enfermé dans un complexe clôturé en grillage de 15 mètres x 15 mètres.

Le public est invité à soumettre des commentaires écrits ou à demander des informations supplémentaires avant la fin de la journée ouvrable, **mercredi 31 juillet 2024**, à l'adresse suivante :

**Canton de Conmee Township**  
Shara Lavalée, CAO/Clerk  
19 Holland Rd. W. RR1  
Kakabeka Falls, ON P0T 1W0  
Tel/Tél: (807) 475-5299  
Email/Courriel: conmee@conmee.com

**From:** MFOA <corpserv@mfoa.on.ca>  
**Sent:** June 17, 2024 2:00 PM  
**To:** Conmee Clerk  
**Subject:** Save the Date! - MFOA Northern Finance Workshop

Problem viewing this email? [Click here](#) for our online version.

# SAVE-THE-DATE!

## Northern Finance Workshop

*(hosted by MFOA)*

**You are invited to join us!**

<p><b>THUNDER BAY</b> October 16-18, 2024 Valhalla Hotel &amp; Conference Centre <a href="#">Click here to register</a></p>	<p><b>SUDBURY</b> November 6-8, 2024 Days Inn Wyndham Sudbury (formerly Northbury Hotel) <a href="#">Click here to register</a></p>	<p><b>Livestream</b> November 6-8, 2024 <a href="#">Click here to register</a></p>
---	---	--

**2 FULL DAYS**  
(HALF-DAY, FULL-DAY, HALF-DAY)  
**OF TRAINING FOR ONLY**  
**\$75.00**

The registration fee of \$75.00 includes:

- Accommodation and mileage funded by MFOA and OECM
  - MFOA will make the hotel reservations for each attendee
  - Several people from a municipality may attend, however a mileage reimbursement cheque for one return trip will be issued to the municipality
- A Thursday evening Social Networking Event at each location funded by MFOA and OECM

A very reputable group of Subject Matter Experts supported by MFOA, are coming to a Northern Ontario municipality near you (Thunder Bay and Sudbury), armed with everything you need to know including engaging, hands-on working sessions:

A draft agenda can be found [here](#).

For further information, please feel free to contact Danica Edmonds at [danica@mfoa.on.ca](mailto:danica@mfoa.on.ca)

---

**Sponsored by:**



The Municipal Finance Officers' Association of Ontario (MFOA), established in 1989, is the professional association of municipal finance officers with more than 2,300 individual members. We represent individuals who are responsible for handling the financial affairs of municipalities and who are key advisors to councils on matters of finance policy.



OECEM is a trusted not-for-profit collaborative sourcing partner for Ontario's education sector, broader public sector, municipalities and other not-for-profit organizations. We contract with innovative, reputable suppliers to offer a comprehensive choice of quality products and services, and generate significant savings for our customers. Marketplace Guide - OECEM.

To unsubscribe to this email listing, please [click here](#).  
**Please consider the environment before printing this email**

Disclaimer: The MFOA is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

Powered by [Higher Logic](#)



Thunder Bay Oct 16-18, 2024  
Sudbury Nov 6-8, 2024

DAY 1		
Time	Topic Description	Presenters
12:00 – 1:00 pm	<i>Registration and buffet lunch</i>	
1:00 - 1: 15 pm	Welcome and Opening Remarks	Facilitator
1:15 - 2:30 pm	<b>Procurement - part 1</b> <i>This hands-on workshop will focus on the key elements, perspectives and considerations that should be included as you write your procurement bylaw. You will walk away with approximately 50-60% of a draft bylaw.</i>	Dan Munshaw OECM + other speakers
2:30 - 2:50 pm	<b>BREAK</b>	
2:50 - 3:45 pm	<b>Procurement - part 1 Cont'd</b>	Dan Munshaw OECM + other speakers
3: 45 - 4:00 pm	Q&A's / Group Discussion reflection Closing Remarks	Facilitator
DAY 2		
Time Slot	Topic Description	Presenters
8:00 – 9:00 am	<i>Registration and buffet breakfast</i>	
9:00 - 9:05 am	Welcome and Opening Remarks	Facilitator
9:05 - 10:15 am	Procurement - part 2	Dan Munshaw OECM + other speakers
10:15 - 10:30 am	<b>BREAK</b>	



10:30 - 12:00 pm	Procurement - part 2	Dan Munshaw OECM + other speakers
12:00 – 12:45	<b>LUNCH</b>	
12:45 - 1:45 pm	<b>Municipal Budgeting – an overview of various approaches and perspectives</b> <i>This session will provide an overview of different budget approaches that could be used when developing a municipal budget; including traditional, incremental, priority-based, service-based and multi-year budget approaches, and an overview of upcoming trends.</i>	Donna Herridge, ED, MFOA Jenn Hess, MFOA
1:45 - 3:15 pm	<b>Property Tax &amp; Assessment</b> <i>This session will examine the prevailing realities of the current property tax landscape with specific attention to the circumstances faced by Northern municipalities. We will explore ways municipalities can strategically respond and adapt to protect and advance their local priorities and objectives.</i>	Peter Frise, Vice President Policy & Consulting Services, MTE, A Voxtur Company
3:15 - 3:30 pm	<b>BREAK</b>	
3:30 - 4:15 pm	Discussion Forum	Lead by MFOA staff
4:15 - 5:00 pm	<b>The Road to Prudent Investing under the Municipal Act</b> <i>Prudent Investing under the Municipal Act is an eligible option for ALL Ontario Municipalities. This session will discuss Section 418.1 of the Municipal Act, the differences between Prudent Investing and Legal List investing (under Sect. 418), the benefits to "going Prudent", and the steps and considerations required for a Municipality.</i>	Jennifer Hess, Manager, Investment Services, MFOA
5:00 - 5:05 pm	Closing Remarks	Facilitator
5:00 – 8:00 pm	Networking Social	MFOA & OECM staff

	<b>DAY 3</b>	
Time	Topic Description	Presenters
8:00 – 8:40 am	<i>Registration and buffet breakfast</i>	
8:40 - 8:45 am	Opening Remarks	Facilitator

8:45 - 10:15 am	<b>Developing a Finance Strategy - Overview</b> <i>This session will provide an overview of the components of a financing strategy and how it connects to other AM activities and municipal processes, such as levels of service, and lifecycle costing.</i>	Andrew Mirabella, Associate Partner, Hemson Chris Ballette, Associate, Hemson
10:15– 10:45	<b>BREAK (and hotel check out)</b>	
10:45 - 11:45 am	<b>Developing a Finance Strategy - Overview Cont'd</b>	Andrew Mirabella, Associate Partner, Hemson Chris Ballette, Associate, Hemson
11:45 - 12:00 pm	Q&A's Closing Remarks	Facilitator
12:00 - 12:30 pm	Boxed Lunch to go	

**From:** Gauthier, Matt <Matt.Gauthier@hamilton.ca>  
**Sent:** June 13, 2024 3:29 PM  
**Cc:** Richardson, Elizabeth; Fernandes, Krislyn; Qureshi, Uzma  
**Subject:** Resolution to Declare the City of Hamilton a "No Paid Plasma Zone"

Good Afternoon,

At its meeting held on June 12, 2024, Hamilton Board of Health/City Council approved the following resolution as part of the Public Health Committee Report 24-005 (June 3, 2024):

**10. Resolution to Declare the City of Hamilton a "No Paid Plasma Zone" (Item 11.1)**

WHEREAS, the City of Hamilton supports voluntary blood and plasma donation and aims to protect our public collection system, recognizing the importance of blood donation as a public good;

WHEREAS, Canada's tainted blood crisis resulted in the loss of approximately 8,000 lives and the subsequent Royal Krever Commission recommended Canada operate a fully voluntary, non-remunerated blood and plasma donation system;

WHEREAS, within Ontario's healthcare system blood donations are viewed as a public resource;

WHEREAS, the integrity of the of the public, voluntary donor system must be protected;

WHEREAS, in Ontario, the Voluntary Blood Donations Act, stipulates that it is against the law for private companies to pay donors and for donors to receive payment for their blood or plasma;

WHEREAS, paid plasma collection schemes are known to target and exploit the most vulnerable members of communities; and

WHEREAS, this resolution reaffirms the principles of voluntary, non-remunerated blood and plasma donation and aims to protect the integrity of Canada's public blood system and the integrity of blood donors.

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton designates itself a "Paid-Plasma Free Zone" and declares that private for-profit blood collection companies are not permitted to operate in the city;
- (b) That the City of Hamilton resolves to protect marginalized and vulnerable populations from exploitation resulting from for-profit plasma collection by advertising financial payment for the sale of their blood-plasma; and
- (c) That a copy of this resolution be sent to Canadian Blood Services, federal, provincial and territorial Ministers of Health, Grifols pharmaceuticals, and all Ontario Municipalities requesting that they respect the City of Hamilton as a

“Paid-Plasma Free Zone” and support only voluntary Blood and plasma collection.

Kind regards,

**Matt Gauthier**

Legislative Coordinator

Office of the City Clerk

Corporate Services | City of Hamilton

71 Main Street West, 1<sup>st</sup> Floor

Hamilton ON L8P 4Y5



Municipality of Tweed Council Meeting  
Council Meeting



**Resolution No.** 229  
**Title:** Councillor P. Valiquette  
**Date:** Tuesday, April 23, 2024

---

**Moved by** P. Valiquette  
**Seconded by** J. Palmateer

WHEREAS it is apparent that the Ontario Government has overlooked the needs of small rural Ontario;  
AND WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads, bridges, water/wastewater and municipally owned buildings including recreational facilities, libraries and other tangible capital assets;

AND WHEREAS small rural Ontario's operating needs consume the majority of property tax revenue sources;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS in 2015 the provincial government moved to standardized billing for all non-contract J.P.P. (5.1) locations;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway; and \$534 million to Ottawa for the repatriation of Hwy 174;

AND WHEREAS the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract (5.1) municipalities is approximately \$428 million;

AND WHEREAS this annual cost is significantly less than the repatriation costs of the Gardiner Express Way, the Don Valley Parkway and Highway 174 (Ottawa Region) but provides a greater impact to the residents of the Province overall;

AND WHEREAS this will afford relief to small rural municipalities for both infrastructure and operating needs while having a minimal impact on the provincial budget;

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

AND FURTHER, that Council direct staff to circulate this resolution to Premier Doug Ford ([premier@ontario.ca](mailto:premier@ontario.ca)), Minister of Solicitor General, Minister of Finance, and to the Association of Municipalities of Ontario ([amo@amo.on.ca](mailto:amo@amo.on.ca)) and all Municipalities in Ontario.

Carried

## List of Correspondence

### Electronic

1. NWORTA – Public Information Session held on June 18<sup>th</sup> (O’Connor Township) – copy of presentation provided
2. AMO – CCBF Team – webinar presentation of the new 2024 CCBF
3. Invasive Species in the News - Media, Research, and Events Scan: June 7 – 20
4. Association of Ontario Road Supervisors - \*NEW\* Municipal Equipment Operator Course
5. AMO Watchfile - June 13, 2024
6. AMO Policy Update - Bill 200, Agricultural Land Protection, Electricity Distribution Financing, and Other Updates
7. Join Us at AMO 2024: Celebrating 125 Years of Leadership!
8. NOMA: Additional Resources for Municipalities Page Updated - Cost-Sharing Initiatives in Northwestern Ontario Municipalities
9. MECP - Ministry Review of Waasigan Transmission Line Environmental Assessment - Notice of Five-Week Comment Period

### Upcoming Training Available

Various	AMO	<a href="#">New Councillor Training</a> (\$525/ea)
Various	AMO	<a href="#">New Head of Council Training</a> (\$525/ea)
Various	AMO	<a href="#">Foundations in Planning for Elected Officials</a> (\$225)
Various	AMO	<a href="#">Navigating Conflict Relationships as an Elected Official</a> (\$200)
Various	AMO	<a href="#">Foundations in Planning for Elected Officials</a> (\$250)
Various	AMO	<a href="#">Indigenous Community Awareness Training</a> (\$375)
Various	AMO	<a href="#">Advanced Councillor Training Series</a>
On demand	NOMA	Webinar On-Demand: How to Attract New Residents to Your Community

### Upcoming Conferences/Events (please refer to the Conmee Conference Attendance Policy)

#### 2024

Aug 17	AMO	Municipal Codes of Conduct- Essential to Good Governance (\$300) Pre-Conference Workshop - AMO conference (Ottawa)
Aug 18-21	AMO	Annual Conference – Ottawa (three hotel rooms booked; 3 people registered; agenda not released yet)
Sept 19th	AMO	Municipal Codes of Conduct \$400
Sept 26 <sup>th</sup>	AMO	Competing Rights: What You Need to Know! \$525
Oct 16-18	MFOA	Northern Finance Workshop – Thunder Bay \$75 (free accommodations)
Nov 5-6	WSPS	Partners in Prevention Regional Health & Safety Conference
Nov 14 <sup>th</sup>	AMO	Competing Rights: What You Need to Know! \$525

2025

Apr 8-10

Northwest Response Forum (Dryden)



## THE CORPORATION OF THE TOWNSHIP OF CONMEE

### BY-LAW # 1454

Being a By-law to confirm the proceedings of Council at its meeting.

#### **Recitals:**

Subsection 5(3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, requires a municipal Council to exercise its powers by by-law, except where otherwise required.

Council from time to time authorizes action to be taken which does not lend itself to an individual by-law.

The Council of The Corporation of the Township of Conmee deems it desirable to confirm the proceedings of Council at its meeting by by-law to achieve compliance with the *Municipal Act, 2001*.

#### **ACCORDINGLY, THE COUNCIL FOR THE CORPORATION OF THE TOWNSHIP OF CONMEE ENACTS AS FOLLOWS:**

##### **1. Ratification and Confirmation**

The action of this Council at its meeting set out below, with respect to each motion, resolution and other action passed and taken by this Council at its meeting is adopted, ratified and confirmed as if such proceeding and action were expressly adopted and confirmed by by-law:

**Meeting held June 26<sup>th</sup> 2024**

##### **2. Execution of all Documents**

That the Mayor of the Council and the proper officers of the Township are authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and except where otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Township to such documents.

Passed this 26<sup>th</sup> day of June, 2024.

THE CORPORATION OF THE  
TOWNSHIP OF CONMEE

---

Sheila Maxwell, Mayor

---

Shara Lavalley, CAO/Clerk